

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.

September 17, 2024

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Dan Forsgren with Trinity Lutheran Church

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. Proclamation of Constitution Week – September 17 – 23, 2024
2. Proclamation of Daughters of the American Revolution Day- September 21, 2024

Accepted by: Deb Mitchell, Committee Chair

3. Presentation by the Coeur d'Alene Fire Department of a Lifesaving Award to Dave Powell

Presented by: Steven Jones, EMS Officer

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.)

G. ANNOUNCEMENTS:

1. City Council
2. Mayor

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

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

1. Approval of Council Minutes for the September 3, 2024, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the September 9, 2024, Meeting.
3. Setting of General Services/Public Works Committee Meeting to be held September 23, 2024.
4. Approval of Bills as Submitted.
5. Approval of Financial Report.
6. Approval of SS-22-07c – Final Plat for Twelve Hundred Flats Subdivision
7. Approval of SS-24-04- Final Plat for Lucy’s Corner Subdivision

As Recommended by the City Engineer

8. Approval of **Resolution No. 24-073** -
 - a. Amendments to Personnel Rule 11 – Attendance and Leaves, in particular, Section 3, Vacation Leave; Section 4, Sick Leave; Section 5, Bereavement Leave; and Section 9, Attendance.
 - b. Approving the final design and Agreement for the Children’s Library Exterior Art Project
 - c. An Agreement with Jennifer Passaro as the Coeur d’Alene Poet Laureate to serve a three-year term and receive an annual stipend of \$1,500.00
 - d. A Letter of Agreement for the purchase of an ArtCurrents piece known as “O’Keefe 8” by artist Patrick Sullivan, in the amount of \$5,000.00

As Recommended by the General Services/Public Works Committee

I. OTHER BUSINESS:

1. **Resolution No. 24-074** – Expressing the City’s intent to establish a Commercial Property Assessed Capital Expenditure (C-PACE) program in the City of Coeur d’Alene and setting a public hearing pursuant to Idaho Code § 67-3806(1)(a).

J. PUBLIC HEARING:

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

1. (*Legislative*) Fiscal Year 2023-2024 Annual Appropriations Ordinance Amendment for Fiscal Year beginning October 1, 2023, through September 30, 2024.

Staff Report by: Katie Ebner, Finance Director

- a. **Council Bill No. 24-1015-** Approving Fiscal Year 2023-2024 Annual Appropriations Amendment
2. (*Quasi-Judicial*) - ZC-3-22: River's Edge Apartments, LLC is requesting a Zone Change from R-12PUD and C-17PUD To R-17PUD and approval of a Development Agreement for property located at 3404 W. Seltice Way.

Staff Report by: Mike Behary, Associate Planner

- a. **Council Bill No. 24-1016** – Approving ZC-3-22 - River's Edge Apartments, LLC, a zone change from R-12PUD and C-17PUD To R-17PUD; for property located at: 3404 W. Seltice Way.
- b. **Resolution No. 24-075:** Approval of the Development Agreement for ZC-3-22; River's Edge Apartments.
3. (*Quasi-Judicial*) A-1-24; CDA Hockey Academy is requesting +/- 5.096 - acre annexation from County Commercial to C-17 for property located at 3505 W. Seltice Avenue.

Staff Report by: Mike Behary, Associate Planner

- a. **Council Bill No. 24-1017-** Ordinance Approving the Annexation of +/- 5.096 - acre annexation from County Commercial to C-17 for property located at 3505 W. Seltice Avenue.
- b. **Resolution No. 24-076:** Approval of Annexation Agreement for A-1-24; CDA Hockey Academy.

K. ADJOURNMENT

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



Coeur d'Alene CITY COUNCIL MEETING

September 17, 2024

MEMBERS OF THE CITY COUNCIL:

**Woody McEvers, Mayor
Council Members English, Evans, Gookin, Miller, Wood**

PRESENTATIONS

PROCLAMATION

WHEREAS, September 17th, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through the 23rd as Constitution Week.

NOW, THEREFORE, I Woody McEvers, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of September 17th through the 23rd as

"CONSTITUTION WEEK"

AND ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787, by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 17th day of September, 2024.



Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, on July 4th, 2026, our nation will commemorate the Semiquincentennial anniversary of the signing of the Declaration of Independence; and

WHEREAS, the journey toward this historic milestone is an opportunity to reflect on our nation's past, honor the contributions of all Americans, and look ahead to the future generations who will carry forward the ideals of democracy and individual liberty that make the United States a unique nation in the world community; and

WHEREAS, the great state of Idaho was founded by the Revolutionary War generation and their children pressing west into territory organized by the Northwest Ordinance into the Northwest territory, which was land ceded by Britain to the United States by the Treaty of Paris of 1783; and

WHEREAS, the National Society Daughters of the American Revolution (DAR) is a non-political women's service organization, established in 1890, whose members are lineally descended from Patriots of the American Revolution; and

WHEREAS, through the President General's leadership, all Daughters are spending the next three years Celebrating Stars & Stripes Forever and Rejoicing in our DAR Ties of Service and Friendship by celebrating our nation's rich history and diversity, promoting belonging through membership and dedicated service to God, Home, and Country, and by completing projects in unique, local and impactful ways; and

WHEREAS, From the 250th anniversary of the Boston Tea Party in 2023 until the 250th anniversary of the signing of the Treaty of Paris in 2033, Daughters are celebrating our nation's rich history and diversity of experience by honoring all men and women who achieved American independence. These Patriots, believing in the noble cause of liberty fought valiantly to establish a new nation; and

NOW, THEREFORE, I Woody McEvers, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim September 21st, 2024 as

"DAUGHTERS OF THE AMERICAN REVOLUTION DAY"

In the City of Coeur d'Alene.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 17th day of September, 2024.



Woody McEvers
Woody McEvers, Mayor

ATTEST
Renata McLeod
Renata McLeod, City Clerk

ANNOUNCEMENTS

CONSENT CALENDAR

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

September 3, 2024

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on September 3, 2024, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

INVOCATION: David Gortner of St. Luke's Episcopal Church led the invocation.

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

AMENDMENT TO THE AGENDA: MOTION: Motion by Gookin, seconded by Wood, to declare an emergency and amend the agenda recategorize item F – Election of Council President to clarify it as an action item. All in favor. **Motion carried.**

Councilmember Wood requested to move the discussion on the University zoning to right after Public Comment.

ACKNOWLEDGEMENT OF THE RESIGNATION OF COUNCILMEMBER MCEVERS, SEAT #4, ACCEPTED BY MAYOR HAMMOND, AND SWEARING IN OF WOODY MCEVERS TO FILL THE VACANT MAYOR POSITION.

City Clerk Renata McLeod sworn in Mayor Woody McEvers.

ELECTION OF COUNCIL PRESIDENT: MOTION: Motion by Gookin, seconded by Wood, to elect Dan English as Council President.

DISCUSSION: Councilmember Miller stated that the Council President is a person who fills in for the Council and runs the meeting in the absence of the Mayor. She mentioned that the filling of the Council President vacancy, as discussed in the white paper from City Attorney Randy Adams, would be from the nomination by any of the other Council members and then affirmed by the rest of the Council members. She pointed out that in the process of filling the Mayor position, there was no public discussion, but the nomination and selection was made because Councilmember McEvers was the most senior and longest member of the Council. She stated that

if that is the process to be followed, the next most senior is Councilmember Gookin although he stated that he does not want the position, and the next most senior is Councilmember Evans. Councilmember Gookin stated that there is no rule about seniority on being a Council President. He recalled that in the past, that it was Rod Edinger as Council President who was then the most senior, but Mike Kennedy who replaced him was not the most senior but who indicated he wanted the position. He added that when he talked to Councilmember English, he stated that he wants the job as Council President. Councilmember Miller said that, with no disrespect to the person being nominated, she inquired about the process for the nomination and selection of Council President because there was a discussion about having a process and transparency during the last meeting. She explained that she wanted to lean towards consistency since there's been more than one person who expressed interest in the mayoral position as well as Council position and Council President. She stated that for consistency, she likes the old way of selecting the most senior as Council President. Councilmember Wood noted that all Council members are qualified to be Council President. She shared that in her conversation with Councilmember Gookin, they agreed about the need to have a policy that will firmly determine the process, so everyone is treated respectfully, but in the meantime, she stated that she is happy to support Councilmember English who expressed to her his interest to be Council President. She added that Councilmember English has a long history of public service in many different roles. Councilmember Gookin stated that the Council will bring forward a policy that will serve as reference in the future, and he agrees with Councilmember Miller that the Council should be consistent on its process. Councilmember English said that he appreciates the discussion, he is honored of the nomination, and committed to do his very best to fulfill the duties of a Council President.

Motion carried with Miller voting No.

PUBLIC COMMENTS:

Gepetto Nabler, Coeur d'Alene, showed a picture of someone who worked at Rustler Roost restaurant for two years after being arrested and expressed disappointment.

Bill Green, Coeur d'Alene, stated that he is surprised to see the open container alcohol implementation during farmers market event on 5th Street. He asked what prompted the Council to approve the request and agree that the farmers market would be better with alcohol. Based on his career, he noted that alcohol changes thinking, perception, judgement, impulse control, and everything that goes into causing trouble. He added that it would also be a bad example for kids seeing grown-ups with alcohol in a supposed family-friendly event.

Emily Boyd, Coeur d'Alene, noted that based on Council's approval of the open container at the farmers market in the last meeting and pending approval of the Resolution tonight, the Downtown Association is prepared to launch the pilot project tomorrow. They have already booked the security, fencing, and staff will work full-time to watch how it works and to ensure that the goal of having a family friendly environment is maintained. There will be two entities that will be serving their beverages that are brewed in Coeur d'Alene. Ms. Boyd stated that they look forward to reporting back to Council.

Asa Gray, Coeur d'Alene, noted that the Elections Department of Kootenai County will be holding an early in-person voting for the Presidential elections, from October 15 to November 1, 2024 at 8:00 a.m. to 5:00 p.m. He said that he will be sending information to the City Clerk to share with everyone.

Mike Gridley, Coeur d'Alene, congratulated Mayor McEvers for his new role. He stated that he worked with him for 20 years and he doesn't know anybody that's more honest, kindhearted, and knows more about the history of Coeur d'Alene.

Susie Snedaker, Coeur d'Alene, asked for transparency and Council's critical review of each financial transaction on the city's budget. She mentioned about the Planning's weekly project coordination meetings with ignite and the consultant team and inquired what it costs the taxpayers. She said that the weekly meeting with consultant is absurd. She also questioned about bringing in a consultant to assist in addressing view corridors and parking evaluations in the downtown area. Ms. Snedaker recalled that in 2007, John Bruning who was chair of the Planning and Zoning Committee, has asked the mayor to hire a consultant to review heights, parking, zoning, and lighting. She also cited the following: \$50,000 per year given to Downtown Association to maintain capital improvement which were never maintained; public art maintenance; and Person Field is well used and needed work.

Councilmember Wood responded that some of the issues that Ms. Snedaker mentioned was at the direction of Council such as the meetings with developer (ignite) and the transfer of that Atlas property to ignite for development. With regards to the Person Field, Councilmember Wood stated that she will discuss with the Parks Director to look at the track.

Cecil Kelley III, Coeur d'Alene, shared he graduated from NIJC (North Idaho Junior College), and he and his wife worked as informal volunteers for the carousel players in NIC for about 12 years. He stated that he loves Art on the Green and he wouldn't want it to move from NIC because it is a vital asset, and it brings people to the community, so anything that can be done to protect it, he would support.

Paige Quan, Coeur d'Alene, stated that they moved to a new neighborhood near Canfield Mountain, but she is concerned with excessive speeding right by their house where people drive 40 mph every day. She mentioned about the City putting out a change order to update the curbs to have the bottlenecks bump out at the intersection because there's also construction happening at Thomas Lane. Mayor McEvers asked Ms. Quan to give her contact details to City Administrator Troy Tymesen.

COUNCIL BILL NO. 24-1013

AN ORDINANCE CREATING A NEW ARTICLE XVII IN CHAPTER 17.05 OF THE COEUR D'ALENE MUNICIPAL CODE, ESTABLISHING A UNIVERSITY DISTRICT (U); PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Planning Director Hilary Patterson noted that Council requested that staff investigate the need to update the Comprehensive Plan to allow the City to create a new zoning district and to rezone North Idaho College's campus with the intent to ensure that the future use of the property would be for public higher education and supporting uses only. If the original request is adopted, the existing zoning districts (R-12, R-17, C-17L, C-17PUD) would be replaced with the University District designation and the existing Planned Unit Development (PUD) for North Idaho College (NIC) would remain in place. Ms. Patterson stated that the decision point is whether City Council adopt Article XVII of Chapter 17.05 of the Municipal Code creating a new zoning district called University District for land located in and near the North Idaho College campus and rezone specified properties. She clarified that the public hearing notices were specific to the City Council hearing which is the second public hearing for this item. The 120 notices that were mailed out to the property owners included the five that went to the North Idaho College Trustees and political subdivisions/ pipeline companies. Notice was also published at the CDA Press on August 17 and 21, 2024 and posted on the property on August 19, 2024. The purpose of the University District is to support and enhance the educational environment of public institutions of higher education. Ms. Patterson mentioned that there has been a lot of concern over the last few years about NIC and the potential loss of accreditation, and with the existing zoning that is in place, there's a concern that the property, particularly zoned R-17, which is residential, could be sold and developed for higher end residential development. There are ten properties that are privately owned: eight on North Military Drive and two on West Hubbard.

At the August 13 hearing, the Planning and Zoning Commission expressed concern on how it might impact the privately owned properties, hence they recommended those parcels from the the proposed zoning district and rezone specified properties, excluding all properties along North Military Drive north of West River Avenue and the two privately-owned R-12-zoned properties on the west side of Hubbard Avenue addressed 802 W. River Avenue and 415 N. Hubbard Avenue. Ms. Patterson noted that there is an existing PUD in place which was brought forward by NIC in 2011 and was approved by the city. The new zoning would be in conjunction with the PUD. A Facilities Masterplan exists and was prepared in 2018 and goes through 2028 which shows the whole picture of what are the uses on the campus which is very consistent with what is in the University District. Ms. Patterson explained that the University District zoning required a public hearing with the Planning and Zoning Commission and the zoning intended use will be in support of public higher education. The restricted items would be industrial and commercial use not directly associated with educational facilities and then residential development that is not intended for students and faculty as well as privately owned residential condominiums, townhouses, and other non-educational residential development. Another existing plan is the Comprehensive Plan that was adopted in 2022 with focus on higher education and NIC campus. In response to some comment letters that were received, Ms. Patterson clarified that that the City of Coeur d'Alene doesn't have civic zoning but just a civic place type or designation for publicly owned spaces such as campuses, parks, cemeteries, and public facilities which are all around in the zoning districts. The University District has no significant financial impact to the City, NIC or partner institutions. The proposed ordinance is in support of the mission of NIC and its partners and provides further guidance and clarity to the allowed and existing uses, which is consistent with the adopted Education Corridor Master Plan and NIC's approved PUD. By excluding all properties along North Military Drive north of W. River Avenue and the two privately-owned R-12-zoned properties on the west side of N. Hubbard Ave, it removed the concern of creating legal nonconforming uses. Ms. Patterson provided three action alternatives: option 1 is to rezone

properties per the recommendation of the Planning and Zoning Commission; option 2 is to rezone all properties plus NIC-owned properties on N. Military Drive; and option 3 is to rezone all properties plus those that are owned by NIC and all privately-owned along N. Military Drive and W. Hubbard Avenue, but include in the ordinance that the privately-owned properties are not subject to the ordinance's use and performance standards until such time that they are purchased by NIC or another public higher educational institution to prevent legal nonconforming status.

DISCUSSION: Councilmember Gookin asked if the Council has authority to rezone the property even if this was not requested by the NIC with Ms. Patterson replying in the affirmative and stating that it is basically locking it in that it can only be used for public education and not sold for development. Councilmember Gookin shared that some of the questions he received were about things that could be done to the property as a result of the proposed zoning such as putting up a convenience store, but he pointed out that he doesn't see anything that they cannot do as long as it is for educational purpose or for the students' benefit. He added that the city is not taking away the property for a public purpose and this is not meant to control NIC. He clarified that this zoning was initiated by Council because people came to them and asked what the City can do to help protect the NIC property. As a result of that, this University District is to ensure that the property will only be used for public higher education and all those properties owned by NIC on N. Military Drive will be sold at a profit. Councilmember Wood thanked Ms. Patterson and her team for their work. She stated that when she was on the NIC Board, they focused on student opportunities and achievement. She stated that the Council does not want to hinder the NIC from the ability to create new programs or facility that would benefit the students. She stressed that proper notices were given to the property owners and the NIC. Councilmember Miller echoed that Ms. Patterson and her team did a great job given the limited time. She asked if there is a precedent out there that assures the protection of private property rights in option 3 with Ms. Patterson stating that in the shoreline ordinance there was some language specifically to protect some of the existing properties that are on the East Lakeshore Drive. Councilmember Evans complemented Ms. Patterson's team for the work they done.

PUBLIC TESTIMONY: Mayor McEvers opened the public testimony portion of the meeting with the clerk swearing-in those that gave testimony.

Kathleen Miller Green, Coeur d'Alene, emphasized that the zoning district would allow NIC the flexibility to meet the needs of the students in the future. She stated that they are in the process of creating NIC's strategic plan for 2025-2030 and it is true that they cannot anticipate what the needs of the students in the next five years. She added that the NIC continues to grow despite the many issues in the last several years.

John Pulsipher, Coeur d'Alene, stated his support of the University district but he is concerned with the timing with NIC's accreditation and site visit coming up, and he wished that this decision would be after that. He stated that he appreciates the desire of the Council to preserve NIC. He asked the Council to choose option three and keep the R-17 zoning towards the lake but still have more influence in the future for what goes where and when.

Lucia Thompson. Coeur d'Alene stated that she is in favor of the University district and there is a need to protect the beauty of the environment for the general public.

Teresa Borrendohl, Post Falls, recognized the important role of Council in providing amenities for the community and education of individuals. She stated that NIC is one of the best in the nation at nursing education as well as other trainings for service workers. She said that she is grateful for NIC and the Council for putting this item on their agenda tonight.

Dave Hoskins, Hayden, noted that he spoke during the Planning and Zoning Commission meeting on August 13 in favor of the University district. He mentioned that the enrollment at NIC this year is increasing as NIC is a convenient place for students who cannot afford to go to University of Idaho or Spokane Community College to better their education. He asked the Council to make NIC a University district.

Kevin Jester, Coeur d'Alene, thanked the Council for considering the proposal for University district which is monumental and important for the community. He thanked the Planning Department and the Planning and Zoning Commission for the comprehensive work.

Mike Gridley, Coeur d'Alene, stated his strong support for the University district. He mentioned the past city leaders and the good decisions they made that benefitted the public. He thanked the Council for making this important decision today and for protecting NIC.

Christa Hazel, Coeur d'Alene, thanked the Council for considering to protect NIC property for public education purposes. She stated that by approving the University district zoning on the non-deed restricted property, the Council is showing what real leadership looks like which is what is needed now considering that public trust has been broken by Trustees and legislators who don't have the best interest of the college at heart.

Geff Harvey, Hayden, stated that the NIC is a terrific educational resource that needs to be protected, and it is the core of this town.

Teresa Roth noted that the code as it is written does not protect the college because it does not prevent public-private partnership. She stated that it would only open doors for all sorts of private development. She asked Council to vote No.

With no other comments received, Mayor McEvers closed public hearing.

DISCUSSION: Councilmember Evans inquired on the allowable uses for R-17 such as the concerns on the cellphone tower, business supply retail, and faculty housing with Ms. Patterson explaining that currently allowed for R-17 in the code are essential services which also include wireless communication or cell towers. She stated that recreation as well as residential are already allowed. She also mentioned about mini mart or a bookstore that would be important services for students. Faculty housing is currently proposed to be allowed by right as a principal use that could also be moved to a special use permit. Councilmember Evans asked Ms. Patterson to respond to the comment made by Ms. Roth concerning private-public partnership, ground leases, and private development. Ms. Patterson stated that there is nothing in the zoning districts that restricts partnerships but the way they have drafted this proposal is that it really needs to be driven by the NIC and their partners to make the determination. Mr. Adams stated that the code does not allow unlimited public-private agreements, hence it should be directly associated with educational

functions. Councilmember Wood stated that community colleges work with business industries to determine their future programs and for training of students, and to suggest that these colleges would never partner with private industries is not the norm across the state. She explained that the housing will be more for what the faculty would need and for student dorms because these are assets needed by colleges and universities. She explained several scenarios that could have happen and so this zoning is to protect the NIC as an asset for public education. Councilmember Miller stated that NIC has a Dormitory Housing Committee that ensures that the housing has to be for student and faculty use, and they cannot lease or sell housing to private individuals. She said that since this protection is already in place, the zoning is meant to supplement it and will not negate what already exists.

MOTION: Motion by Gookin, seconded by Miller, to dispense with the rule and read **Council Bill No. 24-1013** once by title only.

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

MOTION: Motion by Gookin, seconded by Wood, to adopt **Council Bill 24-1013 Option 3.**

DISCUSSION: Councilmember Gookin stated that he wanted to protect the privately owned properties on North Military Drive. Councilmember Miller noted that this is an opportunity to make a clean line and there is a precedent that if it stays as private property then there is nothing that is going to happen to inhibit their property rights. Councilmember Wood agreed with Councilmember Miller in creating a whole district that is protected and so she would prefer option 3. Councilmember English stated that he would also vote for option no. 3. Councilmember Evans stated that she would be comfortable with option 2, but she completely supports the choice of option 3.

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

COUNCIL BILL NO. 24-014

AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12, R-17, C-17L, and C17 TO U: ALL PROPERTIES NORTH OF THE HIGH WATER MARK OF LAKE COEUR D'ALENE AND EAST OF THE HIGH WATER MARK OF THE SPOKANE RIVER, WHICH LIE WEST OF AND INCLUDE N. HUBBARD STREET, EXCEPT ANY PUBLIC RIGHT-OF-WAY, AND SOUTH OF W. RIVER AVENUE; ALL PROPERTIES NORTH OF W. RIVER AVENUE EAST OF THE HIGH WATER MARK OF THE SPOKANE RIVER AND WEST OF, AND INCLUDING, THE PARCEL BEARING THE LEGAL DESCRIPTION OF NORTH IDAHO COLLEGE SUB, LT. 1 BLK. 5 (PTN IN TCA 001-015), AND SOUTH OF THE CITY OF COEUR D'ALENE PROPERTY UTILIZED FOR THE ADVANCED WASTEWATER TREATMENT PLANT; THAT PARCEL LYING EAST OF W. HUBBARD STREET BEARING THE LEGAL DESCRIPTION NORTH IDAHO COLLEGE SUB, LT. 1 BLK. 5 (PTN IN TCA 001-012); THAT PARCEL LYING EAST OF W.

HUBBARD AVENUE AND NORTH OF W. RIVER AVENUE BEARING THE LEGAL DESCRIPTION OF NORTH IDAHO COLLEGE SUB, LT. 1 BLK. 5 (PTN IN TCA 001-015); AND PARCELS BEARING THE LEGAL DESCRIPTION OF FORT SHERMAN ABAND MIL RES. TAX#23504 IN LT 14 1450N04W AND FORT SHERMAN ABAND MIL RES. TAX#23200 IN LT 14 1450N04W; AND PARCELS BEARING THE LEGAL DESCRIPTION OF TAYLORS PARK ADDITION, BLOCK 1, LOTS 1 THROUGH 16, AND BLOCK 2 LOTS 1 THROUGH 16, AND PARCEL 002-013-A. THIS DISTRICT SHALL OVERLAY ANY APPROVED PLANNED UNIT DEVELOPMENTS (PUD) IN THE DISTRICT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Gookin, seconded by Evans, to dispense with the rule and read **Council Bill No. 24-1014** once by title only.

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

MOTION: Motion by Gookin, seconded by Evans, to adopt **Council Bill 24-1014**.

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

ANNOUNCEMENTS: Councilmember English stated what was mentioned during the invocation about the loss of Wolf Lodge Inn which underscores the importance of fire personnel and equipment when the city needs it. Councilmember Wood thanked the city law enforcement and firefighters for their hard work.

CONSENT CALENDAR:

1. Approval of Council Minutes for the August 20, 2024 Council Meeting.
2. Approval of General Services/Public Works meeting Minutes from August 12, 2024.
3. Setting of General Services/Public Works meeting for September 9, 2024.
4. Approval of a Cemetery Lot transfer from Mary E. Somers to Dennis J. Mason; Section K, Block 10, Lots 4 and 5 Forest Cemetery Riverview Annex, (\$40.00)
5. Approval of Bills as Submitted.
6. **Resolution No. 24-067**
 - a. Approval of S-3-22 Birkdale Commons: acceptance of improvements, Maintenance/Warranty Agreement and security

MOTION: Motion by Evans, seconded by Miller to approve the Consent Calendar as presented, including **Resolution No. 24-067**.

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

RESOLUTION NO. 24-068

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING JON WOODRUFF MCEVERS TO SIGN AS MAYOR OF THE CITY OF COEUR D'ALENE AS "WOODY MCEVERS."

MOTION: Motion by Gookin, seconded by Miller to approve **Resolution No. 24-068**; approving the signature of Mayor Woody McEvers for financial transactions.

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

RESOLUTION NO. 24-069

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A PILOT PROJECT TO ALLOW POSSESSION OF OPEN CONTAINERS OF BEER, WINE, OR OTHER ALCOHOLIC BEVERAGES, AND CONSUMPTION THEREOF, ON CERTAIN PUBLIC SIDEWALKS AND OTHER PUBLIC RIGHTS-OF-WAY WHEN SUCH SIDEWALKS OR RIGHTS-OF-WAY ARE BEING USED FOR A PERMITTED FARMER'S MARKET SPECIAL EVENT SPONSORED BY THE DOWNTOWN ASSOCIATION; PROVIDING THAT THE ALCOHOLIC BEVERAGES SHALL BE DISPENSED BY LICENSED VENDORS AND SHALL TAKE PLACE IN A SPECIFICALLY IDENTIFIED AREA IN ACCORDANCE WITH STATE LAW AND BY AGREEMENT WITH THE CITY; PROVIDING FURTHER THAT CONSUMERS SHALL REMAIN IN THE DESIGNATED AREA UNTIL THEY HAVE FINISHED CONSUMING THE BEVERAGE; PROVIDING THAT OTHER CONDITIONS MAY BE PLACED ON THE PERMITTED EVENT FOR PUBLIC SAFETY BY THE CITY; AND PROVIDING THAT THE DURATION OF THE PILOT PROJECT SHALL BE NINETY (90) DAYS.

STAFF REPORT: Municipal Services Director Renata McLeod explained that the staff report referred to an amendment to the municipal code but in consultation with the City Attorney since it is a pilot project, it was recommended that the better method would be a Resolution which would outline the intended program for a period of 90 days, although Council can extend the project for next year should it choose. She stated that the pilot project will start tomorrow if Council approves the Resolution tonight. The Downtown Association was also informed about the conditions for the special event permit such as signage outlining the entrance and exit points that alcohol is not allowed, designated fencing approved by the Police Department, alcohol designated area on 5th Street, no glass beverage containers, and the alcohol must be served by an Idaho licensed vendor. The Streets, Police and Fire Departments are ready should Council approve this Resolution.

DISCUSSION: Councilmember Miller asked if Council would hear about the results of the pilot project within the timeframe of 90 days with Ms. McLeod replying that the end of the season is mid-October and since it is a special event permit so the City can put conditions as needed and they need to come back to Council if they want to do this again. Councilmember Wood expressed that she would like to be consistent with her vote and she would not favor changing the ordinance to allow open containers. Councilmember English stated that he will also vote against it considering the limited resources of the city's police and fire personnel.

MOTION: Motion by Gookin, seconded by Miller to approve **Resolution No. 24-069** – Establishing a pilot project to allow possession of open containers of beer, wine, or other alcoholic beverages, and consumption thereof, on certain public sidewalks and other public rights-of-way when such sidewalks or rights-of-way are being used for a permitted farmer’s market special event sponsored by the Downtown Association.

DISCUSSION: Councilmember Gookin stated that this will put the city’s law enforcement to the test. Mayor McEvers requested clarification since this is a pilot project, if this will be the basis for doing it again in the future with Ms. McLeod responding that the request came from the Downtown Association for this specific purpose, and they have to report back to the Council and request to do it again.

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

RESOLUTION NO. 24-070

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CLASSIFICATION AND COMPENSATION PLAN TO ADD A NEW CLASSIFICATION ENTITLED “TV PRODUCTION COORDINATOR,” AND ESTABLISHING A PAY GRADE 14 FOR THAT POSITION

STAFF REPORT: Human Resources Director Melissa Tosi stated in her staff report that since 2006, the City has been contracting with an independent outside party, Bunkhouse Media, for the multi-media services necessary to perform the CDA TV duties. The consultant will soon be retiring and will not continue services past September 30, 2024. As a result, the City would like to incorporate these duties into a full-time benefited position. This position will be responsible for organizing, coordinating, and scheduling all programming on the City’s cable television channel and website. This position will also create scripts, produce, and coordinate production logistics while working with staff, outside agencies and partners. The job classification has been created, reviewed, and leveled to a pay grade 14 with a base salary range of \$64,563 – 90,875 annually. Currently the consultant funding is being paid out of the Municipal Services professional services/audio visual budget. The current consultant salary is \$115,483 annually. Incorporating this classification into the City’s classification and compensation plan will also include benefit costs that are not included in the current professional services agreement with Bunkhouse Media. Social security and Medicare taxes, along with benefits, would be approximately \$27,041 - \$39,862 annually, depending on the employee’s selected dependent coverage. The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before this City Council meeting.

DISCUSSION: Councilmember Evans recalled that in the past budget meetings, there were discussions on the role of a Communications Coordinator, and this is an opportunity to look into capturing communication responsibilities in this coordinator position; however, it is not reflected in the job description as presented. Ms. Tosi explained that the job description can be amended; however, it is not clear how the communication-related duties and needs would relate to the TV Production Coordinator position. Ms. McLeod added that this person is expected to attend the

Executive Team meetings to know the involvements of each Department and then produce public service announcements (PSA) for the community through the website and TV stations. She stated that they are looking for someone who is capable to run the studio and operate the equipment and would add in additional duties depending on the applicants capabilities. Councilmember Miller stated that Mr. Jeff Crowe did a great job and the City owes him an amount of gratitude for the 18 years that he served. With this, she pointed out that there is an opportunity to table this for an ad-hoc committee to assess what happened with technology in the past 18 years that the City should be taking advantage of such as incorporating website updates, social media, and other communication elements. She mentioned that other cities do not have Television channels anymore and they are just using livestream on You Tube channels. She said that this is the first time that Council is informed of the costs and how it is going to look, so rather than trying to replace what exist, this would be an opportunity to get the staff cross trained and even get more from the position. Councilmember Gookin asked if the qualifications require that the staff should know all these requirements first. Councilmember Miller stated that other cities have come up with different ways to connect with their constituents, and this is an opportunity for the city to upgrade rather than hiring someone to continue doing what that position has been doing for the past 18 years. Ms. Tosi stated that from her discussions with Mr. Crowe and Ms. McLeod, there is already enough work for this position and the focus is to run the studio and keep the meetings going. She explained that a TV Production Coordinator and a PIO, while both needed, are completely different skill sets. Councilmember Wood stated that she agrees with Councilmember Miller to take a look into the job description. Councilmember English said that Mr. Crowe is leaving at the end of September so time is of the essence, hence he supports going ahead with the proposal and see what kind of applications will be received. Councilmember Evans agreed on the different skills sets but stated that this matter came up during the budget workshops and there was an opportunity to look into the position that maybe add some responsibilities or tweak it a bit. Ms. Tosi replied that they can work on crafting some questions through the recruitment and see what experience the applicants have. Councilmember Miller inquired about Mr. Crowe's recommendations and if he can extend to be a consultant. She added that there are different staff managing the website pages and Facebook posts and are inconsistent. Ms. McLeod stated that Mr. Crowe was involved in the crafting of the job description and will be involved in the interviews. She added that he will be ending his contract at the end of the month and the plan is to recruit someone so that he will have an opportunity to train with Mr. Crowe. The delay may cause not having someone on board, then the City will not be able to broadcast or there would be a need to hire out a company to do the interim. Councilmember Gookin stated that he also thinks having a PIO is necessary but suggested to move forward and get someone hired before Mr. Crowe leaves and avoid interruption of service and that broadcasting the meeting helps with transparency. Councilmember Wood suggested to craft the questions, and the job description would capture as much as possible the inputs from Council about having a communications person.

MOTION: Motion by English, seconded by Gookin to approve **Resolution No. 24-070** – Approving the amendment to the classification and compensation plan, adding “TV Production Coordinator” as a new classification in the Municipal Services Department.

DISCUSSION: Councilmember Miller asked if the amendment from TV Production Coordinator to Digital Production Coordinator would have an effect with Ms. Tosi explaining that the title is so because the priority of the work is the TV station. Councilmember Miller said that there is no

user data on how many people are watching from CDA TV versus on social media like You Tube or Facebook. Councilmember English stated that it does not matter because the public will just get it one way or another. Ms. Tosi explained that there were a few comparable of other cities that run a TV station, and TV was in almost every title, but the title can be amended later with Council's approval. Councilmember Gookin said that whoever may be hired may give input on what it is that they do. Mayor McEvers shared that most older people are the ones watching the TV cable and the city gets income from the franchise. He added that Mr. Crowe does a lot of production work as well and so in the hiring for this position, he would like to see this working with the departments. He stated that he expects each department to come to Council and present to the public what they do, why they do it, and how they do it.

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

RESOLUTION NO. 24-071

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, EFFECTIVE OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2028.

STAFF REPORT: City Administrator Troy Tymesen brought forward, for Council's ratification, a four-year contract with the Fire Union for a term commencing October 1, 2024, and ending September 30, 2028. The following are the significant highlights regarding the negotiated contract:

- 4-year contract;
- 3.5% wage adjustment at the beginning of each fiscal year of the four-year contract;
- Amend the Grievance Procedure to allow for one single arbitrator instead of a panel of three;
- Add an EMS Preceptor benefit of \$2.35 per hour will Paramedic is actively training preceptee;
- Add Parental Leave following the first month of a birth or adoption which will allow the member to use four-days of sick leave;
- Adjust monthly HRA VEBA benefit;
- Add monthly 3-hour comp-time benefit for active Peer support team members;
- Amend Senior Pay requirements to eliminate the service time required in the promoted rank and add additional community service electives;
- Adjust the Military Leave Benefit and clarify the rules.

DISCUSSION: Councilmember Wood complimented Mr. Tymesen and all those involved in working out a good contract with the local union without any issues. She asked if the city is competitive with other agencies with Mr. Tymesen responding in the affirmative. He stated that the City is retaining the union representatives very well. Councilmember Wood said that it is commendable for the local union to commit that they will not participate in any sort of strike.

MOTION: Motion by Gookin, seconded by Miller to approve **Resolution No. 24-071** – Approving an Agreement with Coeur d’Alene Firefighters Local No. 710, International Association of Firefighters, establishing compensation and benefits over a four-year contract, 2024-2028.

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

COUNCIL BILL NO. 24-1011

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 6.15.010 ENTITLED “DOMESTIC LIVESTOCK AND FOWL” AND 6.15.120 ENTITLED “CARE AND QUARTERING OF ANIMALS” OF THE COEUR D’ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: City Attorney Randy Adams noted that at the July 6, 2024 Council meeting, a gentleman spoke during the public comment about keeping ducks on his property and a complaint had been made to Animal Control about the smell and flies, which prevented the neighbor from enjoying their backyard. Municipal Code § 6.15.010 currently allows residents of Coeur d’Alene to keep chickens, excluding roosters, in any number. However, other domestic fowl, defined to include “turkeys, ducks, geese, and pigeons and other similar fowl” (M.C. § 6.05.030), are prohibited in the City. In addition, persons living on properties zoned R-1 may keep up to two domestic livestock, defined as “cattle, domesticated elk, bison, sheep, swine, goats, llamas, rabbits, horses, mules, or other equines,” but not domestic fowl except for chickens. During the Council meeting on July 16, the Mayor, at the request of Council, directed staff to prepare amendments to relevant Code sections to allow people to keep ducks in the City limits. Mr. Adams stated that prior to 2010, residents could keep up to three (3) domestic fowl, excluding roosters, unless they lived on property zoned R-1 where there was no limit. Thus, residents could keep up to three chickens, ducks, turkeys, geese, or similar fowl. In 2010, the Code was changed to allow residents in any zone to keep chickens, excluding roosters, without a limit on the number, as well as domestic livestock, but no other kinds of fowl. In 2011, the Code was again changed to prohibit the keeping of domestic livestock on any property not zoned R-1. Staff also reviewed the current ordinances of several Idaho cities, including Post Falls, Rathdrum, Bonners Ferry, Moscow, Lewiston, Boise, and Meridian, among others. Many of these cities allow the keeping of ducks with various limitations. Many of the cities also restrict the number of chickens (most, but not all, prohibit roosters entirely) and other domestic fowl that may be kept. Based on these findings, Mr. Adams discussed that staff recommends a middle ground, allowing up to twelve (12) chickens and four (4) other domestic fowl, excluding turkeys, geese, peafowl, pigeons, quail, pheasants, and guineafowl; and on properties zoned R-1, up to twenty-four (24) chickens and twelve (12) other domestic fowl per full acre. Other clarifications are suggested to the City’s animal ordinances, including specifically requiring compliance with the City’s noise ordinance, prohibiting the slaughter of domestic livestock and fowl outside of a building, and requiring enclosures with minimum setbacks from property lines and other residential dwellings. These regulations are intended to protect the rights of residents to keep domestic fowl and the rights of neighbors to enjoy their properties.

DISCUSSION: Councilmember Gookin requested clarification if Section 2 paragraph D of the ordinance referring to the required setbacks of the coop at least 25 feet from any residential dwelling is an additive. Mr. Adams explained that the setbacks in many zones are 5 feet from the side of the property line but if the house is too close to the property line, then the coop should be moved so both would be 25 feet away from another person's house and within the required setbacks of the zone. Councilmember Gookin asked about the purpose of requiring that the enclosure should not be attached to a fence shared with a neighboring property with Mr. Adams replying that the fence has a specific purpose and there would be a tendency to fall if things are attached to it. Councilmember Wood stated that Mr. Adams did a good job of crafting the restrictions where people need to be responsible, and so she will support this ordinance. Councilmember Miller inquired about the enforcement with Mr. Adams replying that it would be the general enforcement of any of the animal control ordinances which would be a misdemeanor. He added that it would be enforced like any other city ordinance where typically, the Code Enforcement make contact with the property owner, advises them what the code requires and gives them time to comply with the code before they actually issue a citation. Councilmember Wood asked if the Police Department has reviewed the proposed ordinance with Ms. Adams stating that it was sent to them, and they had no issues.

MOTION: Motion by Gookin, seconded by Evans, to dispense with the rule and read **Council Bill No. 24-1011** once by title only.

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

MOTION: Motion by Gookin, seconded by Evans, to adopt **Council Bill 24-1011**.

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

RECESS: Mayor McEvers called for a recess at 8:59 p.m. The meeting resumed at 9:08 p.m.

COUNCIL BILL NO. 24-1012

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024" APPROPRIATING THE SUM OF \$139,379,143 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That the sum of \$139,379,143 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2024.

Section 2

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

GENERAL FUND EXPENDITURES:

| | |
|---|---------------------|
| Mayor and Council | \$288,967 |
| Administration | 252,276 |
| Finance Department | 1,774,867 |
| Municipal Services | 2,890,358 |
| Human Resources | 487,244 |
| Legal Department | 1,398,512 |
| Planning Department | 820,717 |
| Building Maintenance | 764,779 |
| Police Department | 25,790,292 |
| Police Department Grants | 247,275 |
| Fire Department | 14,490,604 |
| General Government | 38,800 |
| Streets/Garage | 6,679,213 |
| Parks Department | 3,035,131 |
| Recreation Department | 785,636 |
| Building Inspection | 1,088,306 |
| TOTAL GENERAL FUND EXPENDITURES: | \$60,832,977 |

SPECIAL REVENUE FUND EXPENDITURES:

| | |
|---|--------------------|
| Library Fund | \$2,109,366 |
| Community Development Block Grant | 359,060 |
| Impact Fee Fund | 1,093,000 |
| Parks Capital Improvements | 751,100 |
| Annexation Fee Fund | 580,000 |
| Cemetery Fund | 358,098 |
| Cemetery Perpetual Care Fund | 19,500 |
| Jewett House | 31,120 |
| Reforestation/Street Trees/Community Canopy | 134,500 |
| Public Art Funds | 244,500 |
| TOTAL SPECIAL FUNDS: | \$5,680,244 |

ENTERPRISE FUND EXPENDITURES:

| | |
|----------------------|------------|
| Street Lighting Fund | \$801,000 |
| Water Fund | 13,187,728 |

| | |
|---|-----------------------------|
| Wastewater Fund | 29,661,316 |
| Water Cap Fee Fund | 2,260,000 |
| WWTP Cap Fees Fund | 7,143,549 |
| Sanitation Fund | 5,469,062 |
| City Parking Fund | 1,788,091 |
| Drainage | 2,074,668 |
| TOTAL ENTERPRISE EXPENDITURES: | <u>\$62,385,414</u> |
| FIDUCIARY FUNDS: | \$3,737,200 |
| STREET CAPITAL PROJECTS FUNDS: | 5,866,000 |
| DEBT SERVICE FUNDS: | 877,308 |
| GRAND TOTAL OF ALL EXPENDITURES: | <u><u>\$139,379,143</u></u> |

Section 3

That a General Levy of \$ 25,716,295 on all taxable property within the City of Coeur 'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2024.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$ 3,017,742 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2024.

Section 5

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

Section 6

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

STAFF REPORT: City Treasurer and Finance Director Katie Ebner, in her staff report, explained that the financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget document as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes new growth and annexations from property taxes in the amount of \$188,043 and a 3% increase to the property taxes received by the City in fiscal year 2023-24 in the amount of

\$797,851. This increase of \$ \$985,894 will be spread across the entire valuation of the City which is currently estimated at \$11,435,013,284. The budget also reflects capturing 1% of forgone taxes in the total of \$275,809 to be allocated to afford prior year contractual wage agreements with public safety staff. Most homeowners will see a very small decrease in taxes paid to the City and commercial properties will see an increase due to the large increases in taxable valuations for commercial properties and the slight decrease in residential property valuations. At this time there are funds committed by legislation to lower property taxes; however, it is unknown how this will affect City taxpayers at this time. The tax cuts will sustain some of the tax relief taxpayers experienced in prior year.

Ms. Ebner, in her presentation, explained that the city's largest revenue source are property taxes and intergovernmental receipts such as federal grants and state payments that come to the General Fund. She stated that tax revenues from new construction and annexations have decreased by over 70% since 2016, primarily due to state legislative changes and rising assessed property values in the city. As assessed values increase, the levy rate decreases which reduces the funding to be captured from new construction each year, and compounds over several years. Additionally, the City is limited to taxing only 90% of the new construction value, further constraining revenue growth. Ms. Ebner stated that the city is looking at a deficit because the growth revenue is no longer accessible, hence it is recommended to take 3% increase in the levy as well as 1% of foregone taxes to make up for the number of years that the city has lost revenue. She pointed out that when the City approves a percentage tax increase, it does not calculate to the percentage increase in a resident's tax charge. The property taxes are based on individual taxpayer's valuations and growth in the market. New construction keeps taxes relatively flat, even if the Council approves a tax increase. In terms of property tax comparisons, Councilmember Wood mentioned about capturing the data regarding the amount of resources such as police, code enforcement, and fire resources being provided by the City to commercial properties with massive operations when talking about the increase in their assessed value. Mayor McEvers asked if the assessment of commercial properties would be the same with residential properties with Ms. Ebner replying that there is a code for residential and it has to do with the sales affecting the change in valuations.

For expenditures, Ms. Ebner explained that wages and benefits is the largest expense since the city is a service organization, capital projects vary from year to year based on renovations or street projects, and supplies and services such as the increase in liability insurance. The increase in wages in benefits is caused by the overall 3% increase in salaries and benefits in the next fiscal year: Fire Department employees will receive a 3.5% negotiated cost of living increase; Police Department employees will receive a 2.5% negotiated cost of living increase; Lake City Employees Association employees will receive a 3% negotiated cost of living increase; all other staff will receive a 3% cost of living increase; and 3% increase to the cost of health benefits. The FTE changes include 3 new FTE in Police force paid by grants and 1 FTE in Municipal Services paid from utility transfers into general fund. The \$3.1 Million increase in non-personnel costs in the general fund is due to an addition to the Police Department building which was funded by the Federal ARPA funds.

Since the City is operating within a deficit, Ms. Ebner recommended the following: no increase in staffing unless for reorganization where costs are reallocated to create new positions and if positions are grant-funded or by outside sources; for revenues, take an additional 1% of foregone

taxes; cut the IT Coordinator request from PD; and cut the “sign-on bonus” line item for PD but honor the bonus payments already promised. Given the changes, the ongoing deficit in general fund is \$2,037,687.00. Ms. Ebner stated that the City should look into closing the deficit and not to rely on savings every year to keep afloat.

DISCUSSION: Councilmember Wood recalled that in the budget meetings, there were discussions about prioritizing funding for public safety. She stated that the Fire Department came forward with a new program for \$97,000 which she is in support; however, the Police budget for sign in bonuses of \$80,000 is being cut. She added that the IT Coordinator position that both Fire and Police would share is critical. Given these, Councilmember Wood stated that she is willing to move forward with a 4% because the city went years without taking any tax increases. Police Captain Dave Hagar explained that if they will not get the full \$80,000 sign in bonus fund, it would be good to keep the \$40,000 since they are not fully staffed and they have an Academy that starts in August and another that starts in January. He mentioned that they had a \$19,440 motor program as part of their budget but due to the fire incident, they propose to put that fund up to Council’s discretion. Captain Hagar explained that the IT Coordinator position will service the Fire and PD in the billing, mobile data terminals, and updating the Viper system which has all the body worn camera. Councilmember Wood stated that doing away with the motor program will free up some funds and since it is an ongoing line item, it can be allocated for the IT Coordinator position. Councilmember English requested clarification on the motor program with Captain Hagar explaining that they had a lease agreement with Harley-Davidson for four motorcycles, but they decided not to continue due to the cost and safety issues. Councilmember Wood stated that in order to fund the IT position, it would need \$52,000. She added that she does not want to see a huge cut on the sign on bonus because it is important to make the PD competitive. She maintained that for her to support the 1% foregone, it should be focused on public safety. Mayor McEvers asked how the IT position for PD and Fire is going to fit with the IT unit under Municipal Services with Ms. McLeod replying that there is more need than the current IT staffing can service such as two IT Technicians managing 400 employees including PD and peripheral equipment, while the PD has two IT Technicians for 100 employees. Other departments would want to hire their own because the IT centralized system cannot service them because of growing needs with less resources. Councilmember Wood stated that part of the issue is the need to be specialized on a certain area like what the PD and Fire need during crisis situations, with Ms. McLeod clarify that the IT staff in her department are trained to cover PD needs for all the equipment. Councilmember Evans asked about the utilization of the sign-in bonus with Ms. Ebner responding that the actual in 2023 was \$20,000 and for six months in 2024 was \$10,000 which means that the \$80,000 line item is not being utilized.

Councilmember Miller inquired about the urban renewal funding that has not been received, and how it would influence the city’s deficit. Mr. Tymesen responded that district is closed of legislation. Councilmember asked if there are discussions about reorganization plans within departments. Ms. Ebner said that it would be helpful to look at the scale by department and the challenge is for the city to look at saving where it can.

PUBLIC TESTIMONY: Mayor McEvers opened the public testimony portion of the meeting.

Suzanne Knutson, Coeur d'Alene, stated that she is neutral, and she appreciates all the work done. She thanked the Pedestrian Bicycle Committee for the successful wheelchair event on August 16 and mentioned that it seemed funding for programs for persons with disabilities and senior citizens were overlooked in the budget. She asked for further support for senior citizens in the community as part of the budget.

Councilmember Wood asked for clarification that the city cannot fund a 501(c)(3) with the general fund that is why federal block grants are used. Mr. Tymesen stated that it is not done because there are a lot of nonprofits that would like to have that funding, so the city came up with community development block grants. Mr. Adams said that the law provides that public money must be used for predominantly public purpose and although a 501(c)(3) is providing public service, it is still a private entity, and there are a lot of them which would be difficult to be fair to give to every 501(c)(3).

With no other comments received, Mayor McEvers closed public testimony.

MOTION: Motion by Wood, seconded by English, to dispense with the rule and read **Council Bill No. 24-1012** once by title only.

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

MOTION: Motion by Wood, seconded by Gookin, to adopt **Council Bill 24-1012**, approving the annual appropriation for FY 2024-25 and the use of 1% foregone taxes for maintenance and operation in the amount of \$139,379,143.00.

DISCUSSION: Councilmember Gookin stated that normally he doesn't vote for increase in property taxes, but the legislature has set up to a point where cities across Idaho must take an increase in the budget to be used. Because of what the legislature does, he said that he can vote for an increase but not 4% because it is too high. He said that he also objects to giving Council their pay increase when they are taking 4% which is not appropriate and bad optics. Councilmember English suggested to take a look at the potential of the urban renewal district and Councilmember Gookin requested him to get the numbers in their next ignitecda meeting. Councilmember Evans stated that given the deficit in the budget, it is difficult to add another position. Councilmember Wood recognized the need to prioritize the IT position for Police and Fire in order to assure the citizens that they have the tools they need to respond to an emergency. Councilmember Miller asked if this additional position for Fire and Police would be of benefit to the city IT Department with Ms. McLeod explaining that it will not assist general staff because it will be focused on Fire and Police. Councilmember Miller explained that Police and Fire Departments are the two highest funded and there is a need to be fair. Councilmember Wood reminded that it was brought up by the Police Chief during the budget meetings that this are critical operations. She stressed that if they decide to take foregone it should be for public safety as priority.

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

RESOLUTION NO. 24-072

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CERTIFYING THE AMOUNT OF FOREGONE INCREASE TO BE BUDGETED FOR THE FISCAL YEAR 2024-2025, SPECIFICALLY TWO HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED NINE AND NO/100 DOLLARS (\$275,809.00), PURSUANT TO IDAHO CODE 63-802(1)(e), FOR MAINTENANCE AND OPERATIONS.

DISCUSSION: Councilmember requested explanation on the proposed Resolution with Mr. Adams responding that this is a requirement of state statute and Finance Department has talked to the State Tax Commission and she was advised to do a Resolution if Council decides to use the 1% foregone.

MOTION: Motion by Gookin, seconded by Wood to approve **Resolution No. 24-072** – Certifying the amount of foregone increase to be budgeted for fiscal year 2024-2025, specifically in the amount of Two Hundred Seventy-Five Thousand Eight Hundred Nine and No/100 Dollars (\$275,809.00), pursuant to Idaho Code 63-802(1)(e), for maintenance and operations.

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

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

The meeting adjourned at 10:14 p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

COEUR D'ALENE CITY COUNCIL

FINDINGS AND ORDER

O-2-24

INTRODUCTION

This matter came before the City Council on September 3, 2024, to consider O-2-24, to consider the adoption of a new Article XVII in Chapter 17.05 of the Municipal Code, creating a new zoning district called the University District (U District), and a City Council-initiated zone change for specified properties located in and near the North Idaho College campus.

APPLICANT: City of Coeur d'Alene

LOCATION: Land located in and near the North Idaho College campus

A. FINDINGS OF FACT:

The City Council finds that the following facts, A1 through A13, have been established on a more probable than not basis, based the record before it, and on the evidence and testimony presented at the public hearing. The Commission also finds that facts A1 through A6 are established through the staff report and presentation, and there is no dispute on these matters.

A1. All public hearing notice requirements have been met for item O-2-24.

- One hundred twenty (120) notices of public hearing were mailed to all property owners of record within the District boundaries and within three hundred feet (300') of the subject property on August 16, 2024, which satisfies the legal requirements. Notice to NIC, as the owner of much of the property, was provided to its general business address, to the attention of President Swayne, and notices were sent to the Trustees.
- The notice of public hearing was published on August 17 and August 21, 2024, which satisfies the legal requirement for a Zoning Code amendment and an ordinance changing the zoning classification of specified properties.
- The notices of public hearing were posted on the property in four locations at vehicle entrances to the proposed District on August 19, 2024, which satisfies the applicable legal requirements.
- Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing scheduled before the Commission.

A2. Public testimony was received at a public hearing on September 3, 2024.

A3. Because this is a City Council-initiated rezoning, the procedures outlined in M.C. § 17.09.130 govern.

A4. Property within the proposed District boundary is owned by North Idaho College, along with ten privately-owned parcels.

- A5.** More specifically, the proposed U District would encompass all properties described below:
- A. All property north of the high water mark of Lake Coeur d’Alene and east of the high water mark of the Spokane River, which lies west of and includes N. Hubbard Street, except any public right-of-way, and south of W. River Avenue; and
 - B. All property north of W. River Avenue east of the high water mark of the Spokane River and west of, and including, the parcel bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015), and south of the City of Coeur d’Alene property utilized for the Advanced Wastewater Treatment Plant; and
 - C. That parcel lying east of W. Hubbard Street bearing the legal description North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-012); and
 - D. That parcel lying east of W. Hubbard Avenue and north of W. River Avenue bearing the legal description of North Idaho College SUB, Lt. 1 Blk. 5 (Ptn in TCA 001-015) and parcels bearing the legal description of Fort Sherman Aband Mil Res. TAX#23504 IN LT 14 1450N04W and Fort Sherman Aband Mil Res. TAX#23200 IN LT 14 1450N04W; and
 - E. Parcels bearing the legal description of Taylors Park Addition, Block 1, Lots 1 through 16, and Block 2, Lots 1 through 16, Parcel 002-013-A along North Military Drive, and Parcels bearing the addresses 802 W. River Avenue and 415 N. Hubbard Avenue.
 - F. Any parcel within the District Boundaries that is privately-owned shall not be subject to the use restrictions or performance standards of this Ordinance, notwithstanding the Nonconforming Use Regulations of the Zoning Ordinance, until such time that it is purchased by North Idaho College or another public higher education institution, or the parcel is rezoned to U at the request of the owner.
 - G. This District shall overlay any approved Planned Unit Developments (PUD) in the District. To the extent not inconsistent with any applicable PUD approval, the standards of this Chapter shall apply to all property in the District.
- A6.** The existing zoning of the properties to be rezoned is R-12, R-17, C-17 and C-17L.
- A7.** The 2042 Comprehensive Plan (the “Plan”) recognizes a higher education corridor that includes the North Idaho College campus. Under Part 2: About Coeur d’Alene, the Plan includes information concerning the Education Corridor Master Plan and the North Idaho College – North Campus Planned Unit Development (NIC PUD) as “Special Areas,” and identifies the Shorelines, Coeur d’Alene Lake and Spokane River, the Floodplain, the Urban Forest, and Views and Vistas as areas of sensitivity to be addressed with development.
- A8.** The Plan Future Land Use Map designations for the properties are the **Civic Place Type** and **Planned Development Place Type**. The Place Types are described as the form of future development envisioned by the residents of Coeur d’Alene in the Comprehensive Plan. These Place Types, in turn, provide the policy level guidance that will inform the City’s Development Ordinance. As noted under the Civic definition, schools and education facilities are considered Civic places. Under compatible zoning, it says “Not applicable. Civic Uses may be located in any Place Type.” This allows for a new zoning district to be created, such as the proposed U District. The Planned Development Place Type is for areas with approved Planned Unit Developments, such as the one that exists for a portion of the North Idaho College campus.

- A9.** Staff identified Plan Goals and Objectives for particular consideration by the Planning and Zoning Commission. The Commission considered all of the Goals and Objectives to determine if the request is in conformance with the Plan and added in GD 1.6, GD 2, GD 2.2, and JE1 as additional Goals and Objectives that support the request. City Council confirmed that these goals and objectives support the Zoning Code amendment and Zone Changes.

Education & Learning

Goal EL 3

Provide an educational environment that provides open access to resources for all people.

OBJECTIVE EL 3.2

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.

OBJECTIVE EL 3.3

Support educators in developing and maintaining high standards to attract, recruit, and retain enthusiastic, talented, and caring teachers and staff.

Goal EL 4

Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

OBJECTIVE EL 4.1

Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.

OBJECTIVE EL 4.2

Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.

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.

Environment & Recreation

Goal ER 1

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

OBJECTIVE ER 1.1

Manage shoreline development to address stormwater management and improve water quality.

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 1.5

Recognize neighborhood and district identities.

OBJECTIVE GD 1.6

Revitalize existing and create new business districts to promote opportunities for jobs, services, and houses, and ensure maximum economic development potential throughout the community.

OBJECTIVE GD 1.7

Increase physical and visual access to the lakes and rivers.

Goal GD 2

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

OBJECTIVE GD 2.2

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

Goal GD 4

Protect the visual and historic qualities of Coeur d'Alene

OBJECTIVE GD 4.1

Encourage the protection of historic buildings and sites.

Jobs & Economy

Goal JE 1

Retain, grow, and attract businesses.

Goal JE 3

Enhance the Startup Ecosystem

OBJECTIVE JE 3.4

Expand partnerships with North Idaho College, such as opportunities to use the community maker space and rapid prototyping (North Idaho College Venture Center and Gizmo) facilities.

- A10.** There is no significant financial impact or loss of property rights for North Idaho College and the partner institutions affected by this request. The proposed ordinance is in support of the mission of North Idaho College and the partner institutions and provides further guidance and clarity to the allowed uses, which is consistent with the adopted Education Corridor Master Plan and North Idaho College's adopted Planned Unit Development and is consistent with existing land uses within the campus.

- A11.** There is no significant financial impact or loss of private property rights for the ten privately-owned parcels within the U District boundaries because the ordinance provides them with assurance that they shall not be subject to the use or performance standards, notwithstanding the Nonconforming Use Regulations of the Zoning Code, until such time that the parcels are purchased by NIC or another public higher education institute, or at the request of the owner. These parcels may continue to be used as single-family homes and may be sold, remodeled, expanded, and reconstructed in the event of damage or destruction.
- A12.** It is in the best interest of the citizens of the City of Coeur d'Alene, and the present and future students of North Idaho College, that a University District be created, as exist in most if not all of the other cities in Idaho which are home to a public institution of higher learning, in order to preserve, protect, and enhance the educational environment of institutions of higher education in Coeur d'Alene.
- A13.** It is in the best interests of the citizens of the City of Coeur d'Alene, and the present and future students of North Idaho College, that property within the boundaries of the new University District, with identified exceptions, be rezoned to the U District in order to preserve, protect, and enhance the educational environment of institutions of higher education in Coeur d'Alene.

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.

- B1. This proposal is in conformance with the Comprehensive Plan.
- B2. The proposed Zoning Code amendment and Zone Changes do comply with the required evaluation criteria.
- B3. This proposal will not have a demonstrable adverse impact on the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction.
- B4. The proposed Zoning Code amendment is in the best interest of the City and its citizens.
- B5. The proposed Zone Change for the specified properties is in the best interest of the City and its citizens.

C. DECISION

- C1. Pursuant to the foregoing Findings of Fact and Conclusions of Law, the City Council adopts the Zoning Code amendment.
- C2. The City Council approves the zone change for the specified properties.

Motion by Gookin, seconded by English, to approve O-2-24. Motion carried.

September 9, 2024
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

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

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, City Attorney
Troy Tymesen, City Administrator
Melissa Tosi, Director, Human Resources

Item 1. Personnel Rule Amendment.
(Consent)

Human Resources Director Melissa Tosi requests the Council approve amendments to Rule 11 – Attendance and Leaves, Section 3, Vacation Leave; Section 4, Sick Leave; Section 5, Bereavement Leave; and Section 9, Attendance. Mrs. Tosi provided in her staff report the following explanations for the amendments:

Section 3. Vacation Leave (3)(e). The maximum allowable balance has been updated to match what has been agreed to in separate collective bargaining agreements, that is, for forty hour a week employees three hundred and twenty (320) hours vacation leave, and for fifty-six (56) hour-a-week employees three hundred and sixty (360) hours.

Section 4. Sick Leave

(c)(3). Adding qualified cohabitating domestic partner to the sick leave benefit as an immediate family member would allow an employee to utilize sick leave under the allowable uses if they have an approved affidavit and supplemental documentation on file with Human Resources. The City extended our health and dental benefits to qualified domestic partners effective October 1, 2023. This will add an additional benefit to those with approved domestic partners.

(c)(10)(11). The maximum usable balance needs to reset the first day of the first pay period of the new fiscal year. Using the date October 1 does not work anymore since transitioning to our biweekly pay schedule. For example, this year October 1 falls in the middle of the last pay period of FY 23-24.

Section 5. Bereavement Leave. Adding qualified cohabitating domestic partner to the bereavement benefit as an immediate family member would allow an employee to utilize bereavement if they have an approved affidavit and supplemental documentation on file with Human Resources. The City extended our health and dental benefits to qualified domestic partners effective October 1, 2023. This will add an additional benefit to those with approved domestic partners. Additionally, employees are currently required to utilize bereavement within thirty (30) days of their immediate family member's death. By adding "unless otherwise approved by Human Resources," this would allow unusual circumstances to be considered.

Section 9. Attendance. This language is outdated. Currently, employees are responsible for completing their own biweekly timecard, which is approved by their supervisor, and then reviewed by HR and payroll.

Mrs. Tosi stated that the proposed amendments to the Personnel Rules have been discussed by the Executive Team and posted for all employees to review. The amendments were also sent to the Fire Union, Police Association, and Lake City Employee's Association with no concerns raised.

MOTION: by English, seconded by Wood, to recommend that Council approve the amendments to Rule 11 – Attendance and Leaves, in particular, Section 3, Vacation Leave; Section 4, Sick Leave; Section 5, Bereavement Leave; and Section 9, Attendance. Motion Carried.

**Item 2. Approval of the Final Design of the Library Lower-Level Art Project.
(Consent)**

City Administrator Troy Tymesen requests the Council approve the final design of the Library Lower-Level Art Project. Mr. Tymesen explained in his staff report that the City of Coeur d'Alene Arts Commission issued a national Request for Artist Qualifications on January 1, 2024, for public art to visually enhance the McEuen Park side exterior of the Children's Library. The National Request was managed through the City's account with CallforEntry.Org (CaFE), which is an online call-to-artists listing site. Interested parties were invited to submit their qualifications through CaFE, and then all eligible submissions were reviewed by a selection committee composed of donor Paul Fleshner, Architect Kevin Cole, Library Trustee Melissa Carper-Bell, and Student Representative Ayla Ferns. The City received a total of 77 applications from artists and, after an initial review, it was narrowed down to five (5) finalists who were asked to submit their CV and examples of their work. Artist Pete Goldlust of Eugene, Oregon was chosen by the selection committee, and he was provided with a \$1,000.00 honorarium to prepare the final drawings and a 3D maquette. The proposed artwork design will be made of sturdy 1/8" aluminum and is powder coated. It will be mounted directly to the wall using ~1" standoffs, to allow room for drainage behind the pieces and LED backlight fixtures to be mounted on the back. The design was presented to the Arts Commission at their meeting on August 27, 2024, where the Commission voted unanimously to approve the design. Pursuant to the Request for Artist Qualifications timeline, the artwork is scheduled for completion and installation in October 2024. The budgeted amount for the Library Lower-Level Art Project is \$18,000.00. The honorarium of \$1,000 provided to the artist is separate from the project budget. Funding for the Library Lower-Level Art Project will come from the Fleshner Foundation. No public money will be expended for this project. The lighting of the art project will be a separate funding from the Foundation and installation is scheduled for next year.

Councilmember Evans emphasized the significant amount of effort that has been invested in this project. She expressed her gratitude for the generous donation from the Fleshner Foundation, noting that this is a unique addition that will undoubtedly attract the children who visit McEuen Park.

MOTION: by Wood, seconded by English, to recommend that Council approve the final design for the Library Lower-Level Art Project. Motion Carried.

**Item 3. Appointment of Jennifer Passaro as the Coeur d'Alene Poet Laureate.
(Consent)**

City Administrator Troy Tymesen requests the Council approve the appointment of Jennifer Passaro as the Coeur d'Alene Poet Laureate to serve a three-year term and receive an annual stipend of \$1,500 (\$4,500 for total term). Mr. Tymesen explained in his staff report that the Poet Laureate program is intended to increase awareness of

the role that poetry and literature play in the community and create a record of Coeur d'Alene's distinctive character. Along with offering readings and workshops, the Poet Laureate writes poems for the City that are reflective of local landscapes, social situations, or important events. Mr. Tymesen noted that a call for the Poet Laureate was published on July 8, 2024, the call closed on August 9, 2024, and the City received a total of six (6) applications which were reviewed by a Selection Committee composed of two Arts Commission members, one member of the literary community, one community member, and a youth community member. The Selection Committee met on August 12, 2024, and recommended to the Arts Commission that Jennifer Passaro to be appointed as Coeur d'Alene Poet Laureate. The Arts Commission, at its August 27, 2024, regular meeting, approved the recommendation and directed that the appointment of Jennifer Passaro as Coeur d'Alene Poet Laureate be brought before Council for final approval. The Poet Laureate will serve a three-year term and receive an annual stipend of \$1,500 (\$4,500 for total term) with the total funds to be provided by the City using dedicated Art Fund dollars.

Councilmember Evans, serving as the Council Liaison to the Arts Commission, noted that that the Council has shown a strong interest in broadening opportunities for the community. She highlighted that this opportunity offers a new way to introduce the community to a form of art they haven't previously explored, and she expressed her excitement about the potential benefits of the program.

Councilmember Wood commended Mr. Tymesen, Councilmember Evans, and the Arts Commission for significantly broadening the scope of the arts in the City of Coeur d'Alene. She also expressed her enthusiasm, saying this is going to be a lot of fun.

MOTION: by Wood, seconded by English, to recommend that Council approve the appointment of Jennifer Passaro as the Coeur d'Alene Poet Laureate to serve a three-year term and receive an annual stipend of \$1,500 (\$4,500 for total term). Motion Carried.

**Item 4. Approval of the Purchase of the Art piece titled "O'Keefe 8."
(Consent)**

City Administrator Troy Tymesen requests the Council approve the purchase of an ArtCurrents piece known as "O'Keefe 8," by artist Patrick Sullivan, in the amount of \$5,000.00. Mr. Tymesen explained in his staff report that the art piece, installed at the corner of 1st and Sherman was found damaged on July 5th and is currently stored at the Streets Department campus. The original price of the art piece was \$8,500 and, if it had sold while in the ArtCurrents program, the artist would have received \$6,375, with the City receiving a 25% commission. A representative of the City of Coeur d'Alene has been in contact with Mr. Sullivan and, after negotiations, Mr. Sullivan indicated that he would be willing to reduce the price of the art piece to \$5,000, with the City taking care of its repair. On August 27, 2024, the Arts Commission unanimously recommended the purchase of the statue, to be added to the City's permanent public art collection. The total price for the statue is \$5,000. Funding for the purchase will come from the Public Art Fund.

Councilmember Evans issued a public service announcement, urging citizens to report any instances of the City's art pieces being damaged or defaced. She encourages anyone with information to promptly notify the City or the Police Department, emphasizing that these artworks are a valuable asset to the community.

MOTION: by English, seconded by Wood, to recommend that Council approve the purchase of an ArtCurrents piece known as “O’Keefe 8” by artist Patrick Sullivan, in the amount of \$5,000.00. Motion Carried.

Recording of the meeting can be found at: https://www.youtube.com/live/7MdH_rc-pzM?si=Vlvwszi1cCPZ-CU

The meeting adjourned at 12:23 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary

DRAFT

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 August 31, 2024

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 8/31/2024 | PERCENT EXPENDED |
|-----------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council | Personnel Services | \$266,305 | \$234,201 | 88% |
| | Services/Supplies | 10,128 | 10,089 | 100% |
| Administration | Personnel Services | 241,168 | 216,769 | 90% |
| | Services/Supplies | 2,590 | 1,145 | 44% |
| Finance | Personnel Services | 847,769 | 807,765 | 95% |
| | Services/Supplies | 713,940 | 702,763 | 98% |
| Municipal Services | Personnel Services | 1,528,562 | 1,237,944 | 81% |
| | Services/Supplies | 1,048,123 | 1,156,189 | 110% |
| | Capital Outlay | 18,000 | 22,137 | 123% |
| Human Resources | Personnel Services | 362,646 | 325,842 | 90% |
| | Services/Supplies | 136,559 | 77,685 | 57% |
| Legal | Personnel Services | 1,317,913 | 1,195,156 | 91% |
| | Services/Supplies | 63,000 | 112,949 | 179% |
| Planning | Personnel Services | 755,763 | 684,743 | 91% |
| | Services/Supplies | 54,050 | 53,807 | 100% |
| | Capital Outlay | | | |
| Building Maintenance | Personnel Services | 355,212 | 325,060 | 92% |
| | Services/Supplies | 315,600 | 400,043 | 127% |
| | Capital Outlay | 31,000 | 55,287 | 178% |
| Police | Personnel Services | 17,977,696 | 15,357,929 | 85% |
| | Services/Supplies | 1,932,595 | 1,687,831 | 87% |
| | Capital Outlay | 1,929,000 | 2,515,113 | 130% |
| Fire | Personnel Services | 12,637,563 | 11,536,954 | 91% |
| | Services/Supplies | 949,774 | 764,411 | 80% |
| | Capital Outlay | | | |
| General Government | Services/Supplies | 2,019,067 | 665,707 | 33% |
| | Capital Outlay | | | |
| Police Grants | Personnel Services | 91,364 | 118,089 | 129% |
| | Services/Supplies | | 3,129 | |
| | Capital Outlay | | 48,476 | |
| CdA Drug Task Force | Services/Supplies | | | |
| | Capital Outlay | | 3,550 | |
| Streets | Personnel Services | 3,525,902 | 3,232,374 | 92% |
| | Services/Supplies | 2,965,163 | 2,139,207 | 72% |
| | Capital Outlay | 750,000 | 2,167,479 | 289% |
| Parks | Personnel Services | 2,154,256 | 1,781,834 | 83% |
| | Services/Supplies | 751,710 | 642,676 | 85% |
| | Capital Outlay | 107,026 | 97,996 | 92% |

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 August 31, 2024

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 8/31/2024 | PERCENT EXPENDED |
|----------------------------|------------------------|-------------------|-------------------------|---------------------|
| Recreation | Personnel Services | 669,375 | 583,109 | 87% |
| | Services/Supplies | 159,950 | 123,321 | 77% |
| | Capital Outlay | | | |
| Building Inspection | Personnel Services | 1,102,433 | 908,416 | 82% |
| | Services/Supplies | 44,309 | 25,561 | 58% |
| | Capital Outlay | | | |
| Total General Fund | | <u>57,835,511</u> | <u>52,022,736</u> | <u>90%</u> |
| Library | Personnel Services | 1,648,968 | 1,436,536 | 87% |
| | Services/Supplies | 220,000 | 190,838 | 87% |
| | Capital Outlay | 190,000 | 159,977 | 84% |
| CDBG | Personnel Services | 87,021 | 65,216 | 75% |
| | Services/Supplies | 302,942 | 51,875 | 17% |
| Cemetery | Personnel Services | 226,159 | 205,030 | 91% |
| | Services/Supplies | 139,150 | 113,037 | 81% |
| | Capital Outlay | | | |
| Impact Fees | Services/Supplies | 63,000 | 164,483 | 261% |
| Annexation Fees | Services/Supplies | 520,000 | 520,000 | 100% |
| Parks Capital Improvements | Capital Outlay | 710,060 | 587,813 | 83% |
| Cemetery Perpetual Care | Services/Supplies | 4,500 | 4,236 | 94% |
| Jewett House | Services/Supplies | 28,615 | 193,322 | 676% |
| Reforestation | Services/Supplies | 6,500 | 4,600 | 71% |
| Street Trees | Services/Supplies | 112,000 | 45,666 | 41% |
| Community Canopy | Services/Supplies | 1,500 | | |
| Public Art Fund | Services/Supplies | 239,500 | 59,861 | 25% |
| | | <u>4,499,915</u> | <u>3,802,491</u> | <u>85%</u> |
| Debt Service Fund | | <u>876,307</u> | <u>34,873</u> | <u>4%</u> |

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
August 31, 2024

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 8/31/2024 | PERCENT EXPENDED |
|---------------------------------------|------------------------|----------------------|-------------------------|---------------------|
| Atlas - Kathleen to Newbrook | Capital Outlay | 1,010,734 | | |
| Traffic Calming | Capital Outlay | 40,000 | 20,975 | 52% |
| Public Transit Sidewalk Accessibility | Capital Outlay | 204,999 | 319,766 | 156% |
| Ramsey Road Rehabilitation | Capital Outlay | | | |
| 15th Street | Capital Outlay | 2,300,000 | 451,112 | 20% |
| LHTAC Pedestrian Safety | Capital Outlay | 873,245 | | |
| Atlas Waterfront Project | Capital Outlay | | | |
| Wilbur / Ramsey Project | Capital Outlay | 169,595 | 5,000 | 3% |
| Government Way | Capital Outlay | | 350,000 | |
| LaCrosse Ave. Improvements | Capital Outlay | | 79,724 | |
| | | <u>4,598,573</u> | <u>1,226,577</u> | <u>27%</u> |
| Street Lights | Services/Supplies | 760,200 | 646,147 | 85% |
| Water | Personnel Services | 3,005,767 | 2,391,571 | 80% |
| | Services/Supplies | 5,748,776 | 1,982,354 | 34% |
| | Capital Outlay | 5,717,240 | 2,032,211 | 36% |
| Water Capitalization Fees | Services/Supplies | 3,000,000 | | |
| Wastewater | Personnel Services | 3,402,504 | 2,787,097 | 82% |
| | Services/Supplies | 8,680,182 | 3,206,182 | 37% |
| | Capital Outlay | 12,237,000 | 6,919,191 | 57% |
| | Debt Service | 3,512,941 | 484,050 | 14% |
| WW Capitalization | Services/Supplies | 3,499,100 | | |
| WW Property Management | Services/Supplies | | (12,793) | |
| Sanitation | Services/Supplies | 5,315,582 | 4,235,135 | 80% |
| Public Parking | Services/Supplies | 1,778,929 | 760,033 | 43% |
| | Capital Outlay | | | |
| Drainage | Personnel Services | 262,860 | 225,872 | 86% |
| | Services/Supplies | 1,189,030 | 449,821 | 38% |
| | Capital Outlay | 1,143,000 | 1,124,789 | 98% |
| Total Enterprise Funds | | <u>59,253,111</u> | <u>27,231,660</u> | <u>46%</u> |
| Kootenai County Solid Waste | | 3,115,000 | 2,690,178 | 86% |
| KCEMSS Impact Fees | | | 31,832 | |
| Police Retirement | | 146,000 | 132,720 | 91% |
| Business Improvement District | | 176,200 | 126,200 | 72% |
| Homeless Trust Fund | | 10,000 | 5,138 | 51% |
| Total Fiduciary Funds | | <u>3,447,200</u> | <u>2,986,068</u> | <u>87%</u> |
| TOTALS: | | <u>\$130,510,617</u> | <u>\$87,304,405</u> | <u>67%</u> |

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


Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho

**City of Coeur d Alene
Cash and Investments
8/31/2024**

| Description | City's Balance |
|---|-------------------|
| U.S. Bank | |
| Checking Account | 2,051,408 |
| Checking Account | 70,519 |
| Checking Account | 55,261 |
| Investment Account - Police Retirement | 391,189 |
| Investment Account - Cemetery Perpetual Care Fund | 1,208,632 |
| Idaho Central Credit Union | |
| Certificate of Deposit | 1,065,661 |
| Idaho State Investment Pool | |
| State Investment Pool Account | 50,371,069 |
| Spokane Teacher's Credit Union | |
| Certificate of Deposit | 6,374,807 |
| Numerica Credit Union | |
| Certificate of Deposit | 10,070,934 |
| Money Market | 16,105,997 |
| Cash on Hand | |
| Treasurer's Change Fund | 1,350 |
| Total | 87,766,827 |

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

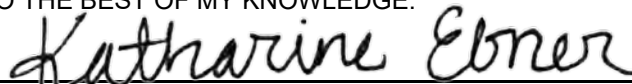
Katharine Ebner

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho

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

| FUND | BALANCE 7/31/2024 | RECEIPTS | DISBURSE- MENTS | BALANCE 8/31/2024 |
|-------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <u>General-Designated</u> | \$7,721,542 | \$933 | \$975 | \$7,721,500 |
| <u>General-Undesignated</u> | 17,098,638 | 15,329,314 | 20,360,630 | 12,067,322 |
| <u>Special Revenue:</u> | | | | |
| Library | 366,677 | 13,183 | 149,140 | 230,720 |
| CDBG | (9,411) | 1,644 | 7,365 | (15,132) |
| Cemetery | 137,363 | 46,189 | 39,321 | 144,231 |
| Parks Capital Improvements | 1,235,670 | 34,253 | 4,384 | 1,265,539 |
| Impact Fees | 6,776,769 | 141,670 | | 6,918,439 |
| Annexation Fees | 579,434 | 2,565 | | 581,999 |
| American Recovery Plan | 4,331,004 | | | 4,331,004 |
| Cemetery P/C | 1,199,410 | 23,226 | 2,850 | 1,219,786 |
| Jewett House | 105,409 | 12,206 | 8,413 | 109,202 |
| Street Trees / Reforestation | 191,723 | 5,649 | 15,873 | 181,499 |
| Public Art Fund | 30,697 | 136 | 22,995 | 7,838 |
| Public Art Fund - ignite | 462,781 | 2,048 | | 464,829 |
| Public Art Fund - Maintenance | 133,666 | 592 | 22 | 134,236 |
| <u>Debt Service:</u> | | | | |
| 2015 G.O. Bonds | 1,002,413 | 7,832 | 858,870 | 151,375 |
| <u>Capital Projects:</u> | | | | |
| Street Projects | 1,896,758 | 4,294,846 | 69,719 | 6,121,885 |
| Riverstone Mill Site Project | - | | | - |
| <u>Enterprise:</u> | | | | |
| Street Lights | 66,945 | 67,481 | 66,759 | 67,667 |
| Water | 3,252,963 | 976,690 | 735,124 | 3,494,529 |
| Water Capitalization Fees | 6,432,951 | 145,615 | 5,593 | 6,572,973 |
| Wastewater | 21,615,753 | 1,541,648 | 4,705,903 | 18,451,498 |
| Wastewater-Equip Reserve | 407,659 | 27,500 | | 435,159 |
| Wastewater-Capital Reserve | 5,500,000 | | | 5,500,000 |
| WWTP Capitalization Fees | 5,261,414 | 267,734 | | 5,529,148 |
| WW Property Mgmt | 72,357 | 409 | | 72,766 |
| Sanitation | 768,609 | 664,234 | 274,125 | 1,158,718 |
| Public Parking | 1,074,066 | 152,955 | 11,676 | 1,215,345 |
| Drainage | 1,421,566 | 100,428 | 74,786 | 1,447,208 |
| Wastewater Debt Service | 377,523 | 3,000,562 | 2,384,050 | 994,035 |
| <u>Fiduciary Funds:</u> | | | | |
| Kootenai County Solid Waste Billing | 269,449 | 301,387 | 269,608 | 301,228 |
| KCEMSS Impact Fees | 3,036 | 8,313 | 3,036 | 8,313 |
| Police Retirement | 481,488 | 5,848 | 14,156 | 473,180 |
| Sales Tax | 1,649 | 2,713 | 1,649 | 2,713 |
| BID | 384,674 | 20,994 | | 405,668 |
| Homeless Trust Fund | 369 | 407 | 369 | 407 |
| GRAND TOTAL | <u><u>\$90,653,015</u></u> | <u><u>\$27,201,204</u></u> | <u><u>\$30,087,391</u></u> | <u><u>\$87,766,827</u></u> |

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



Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho

CITY COUNCIL STAFF REPORT

DATE: September 17, 2024
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-22-07c, Twelve Hundred Flats, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, ten (10) unit commercial condominium subdivision.

HISTORY

Applicant: Drew Dittman, PE
Lake City Engineering, Inc.
126 E. Poplar Avenue
Coeur d'Alene, Idaho 83814

Location: 1200 W. Ironwood Drive

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This Condominium Plat is a consolidated parcel of a portion of Lots 1 and 2 of plat of Pinecrest Addition located in Coeur d'Alene, into a one (1) structure, ten (10) commercial unit condominium plat. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is now fully developed and ready for final plat approval.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

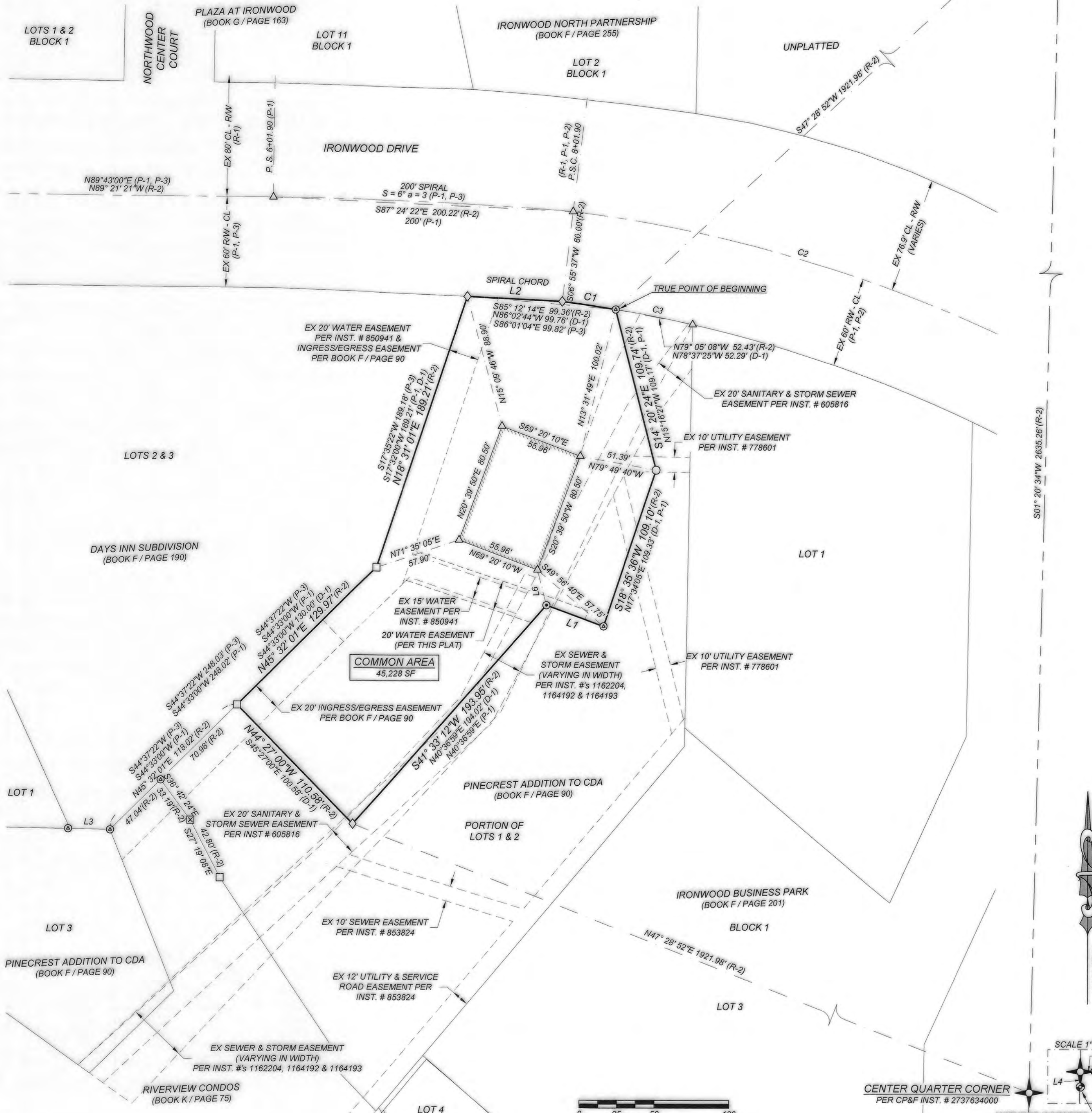
TWELVE HUNDRED FLATS

A CONDOMINIUM PLAT OF A PORTION OF LOTS 1 AND 2 OF PLAT OF PINECREST ADDITION TO COEUR D'ALENE LYING IN NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

NORTH QUARTER CORNER
FOUND 2.5 INCH ALUMINUM CAP
MARKED PLS 6374 IN MONUMENT
WELL PER CP&F INST. # 2670073000

BOOK: _____ PAGE: _____

INSTRUMENT No. _____



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103)-US SURVEY FEET. BEARINGS ARE GRID AND DISTANCES ARE SHOWN AS GROUND. A CONVERGENCE ANGLE OF -00°46'43" AND A CAP OF 0.99990631 ESTABLISHED AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF THE PLAT OF PINECREST ADDITION TO COEUR D ALENE, AS SHOWN PER (R-2).

NOTES

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

REFERENCE DOCUMENTS

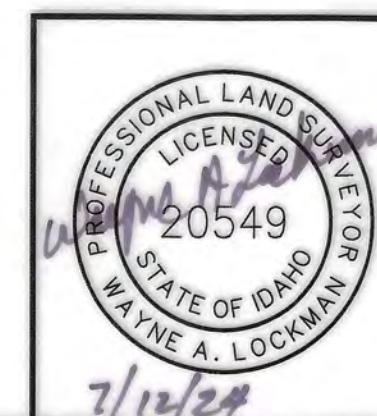
- (R-1) AMENDED RECORD OF SURVEY PREPARED BY SMITH & SMITH CONSULTING ENGINEERS, INC. AND FILED AT BOOK 5 OF SURVEYS, PAGE 65, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY LAKE CITY ENGINEERING AND FILED AT BOOK 32 OF SURVEYS, PAGE 437, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF PINECREST ADDITION FILED AT BOOK F OF PLATS, PAGE 90, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF IRONWOOD BUSINESS PARK PREPARED BY J-U-B ENGINEERING, INC. AND FILED AT BOOK F OF PLATS, PAGE 201, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) PLAT OF DAYS INN SUBDIVISION PREPARED BY CENTURY WEST ENGINEERING AND FILED AT BOOK F OF PLATS, PAGE 190, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) DEED FOR TAX NUMBER 12500 FILED AT BOOK 115 OF DEEDS, PAGE 581, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- ◇ FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549" IN CONCRETE AND/OR ASPHALT
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 3814"
- ⊙ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, ILLEGIBLE
- FOUND 5/8" REBAR, NO CAP
- FOUND PK NAIL
- ⊠ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4565"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
- CONDO LIMITS
- ADJACENT LOT LINE
- EASEMENT LINE
- CENTER LINE
- SECTION LINE

| Line Table | | | |
|------------|-------------|--------|--|
| Line # | Bearing | Length | Record Data |
| L1 | N70°09'07"W | 40.57' | (R-2) S71°12'00"E 40.54' (D-1, P-1) |
| L2 | S87°04'19"E | 63.39' | (R-2), L = 62.37' (P-1) |
| L3 | S88°53'22"E | 27.94' | (R-2) N89°57'54"W 27.89' (P-3) |
| L4 | N00°50'29"W | 1.00' | (R-2) |
| L5 | S88°47'06"W | 1.00' | (R-2) |
| L6 | N14°28'41"W | 24.15' | |

| Curve Table | | | | | | |
|-------------|--------|---------|------------|-------------|--------|--|
| Curve # | Length | Radius | Delta | Bearing | Chord | Record Data |
| C1 | 36.06' | 894.93' | 002°18'32" | S81°55'07"E | 36.06' | (R-2), L = 36.48' (P-1) |
| C2 | | 954.93' | 024°09'48" | | | (R-2) R=954.93' L=404.17' Δ=24°15' (R-1), R=954.93' (P-2) |
| C3 | 52.44' | 894.93' | 003°21'26" | N79°05'08"W | 52.43' | (R-2), R = 894.93' L = 52.31' (P-1) |



| | |
|-------------|------------|
| CHECKED BY: | WAL |
| DRAFTED BY: | SMA |
| SCALE: | 1" = 50' |
| DATE: | 07/08/2024 |
| JOB NO: | LCE 21-051 |
| 1 | |
| 4 | |

CENTER QUARTER CORNER
PER CP&F INST. # 2737634000

WITNESS CORNERS
FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 11119"

SCALE: 1" = 50'

TWELVE HUNDRED FLATS

BOOK: _____ PAGE: _____
 INSTRUMENT No. _____

A CONDOMINIUM PLAT OF A PORTION OF LOTS 1 AND 2 OF PLAT OF PINECREST ADDITION TO COEUR D' ALENE
 LYING IN NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST,
 BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO



LOWER FLOOR
 UNITS 1 & 2
 FINISHED FLOOR ELEVATION : 2194.0

MAIN FLOOR
 UNITS 3, 4, 5 & 6
 FINISHED FLOOR ELEVATION : 2204.83

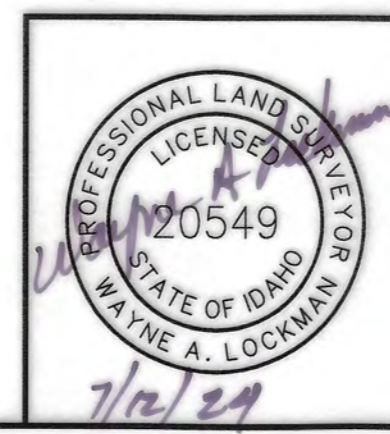
UPPER FLOOR
 UNITS 7, 8, 9 & 10
 FINISHED FLOOR ELEVATION : 2214.66

LEGEND

- ◇ FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549" IN CONCRETE AND/OR ASPHALT
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 3814"
- ⊙ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, ILLEGIBLE
- FOUND 5/8" REBAR, NO CAP
- FOUND PK NAIL
- ⊠ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4565"
- △ CALCULATED POINT, NOTHING FOUND OR SET

| Line Table | | |
|------------|-------------|--------|
| Line # | Bearing | Length |
| L6 | N14°28'41"W | 24.15' |
| L7 | N69°20'10"W | 2.48' |
| L8 | S20°39'51"W | 4.85' |
| L9 | S69°20'10"E | 2.48' |

SCALE: 1" = 10'



CHECKED BY: WAL
 DRAFTED BY: SMA
 SCALE: 1" = 10'
 DATE: 07/08/2024
 JOB NO: LCE 21-051

2

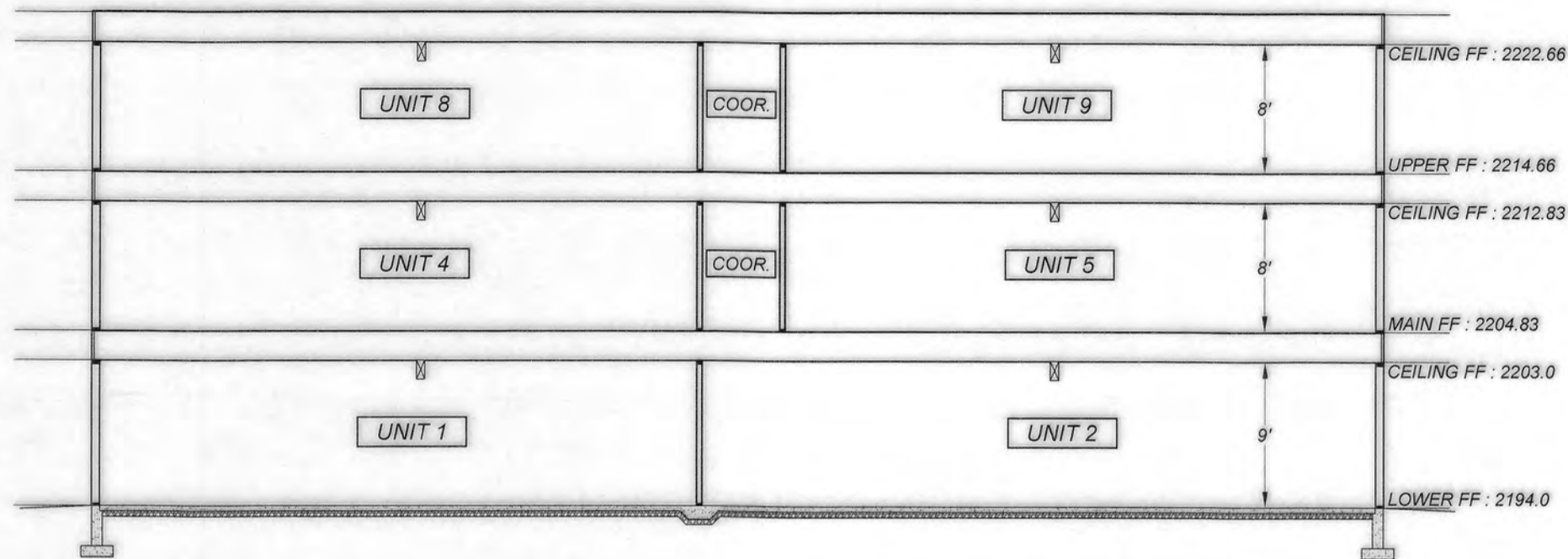
4

TWELVE HUNDRED FLATS

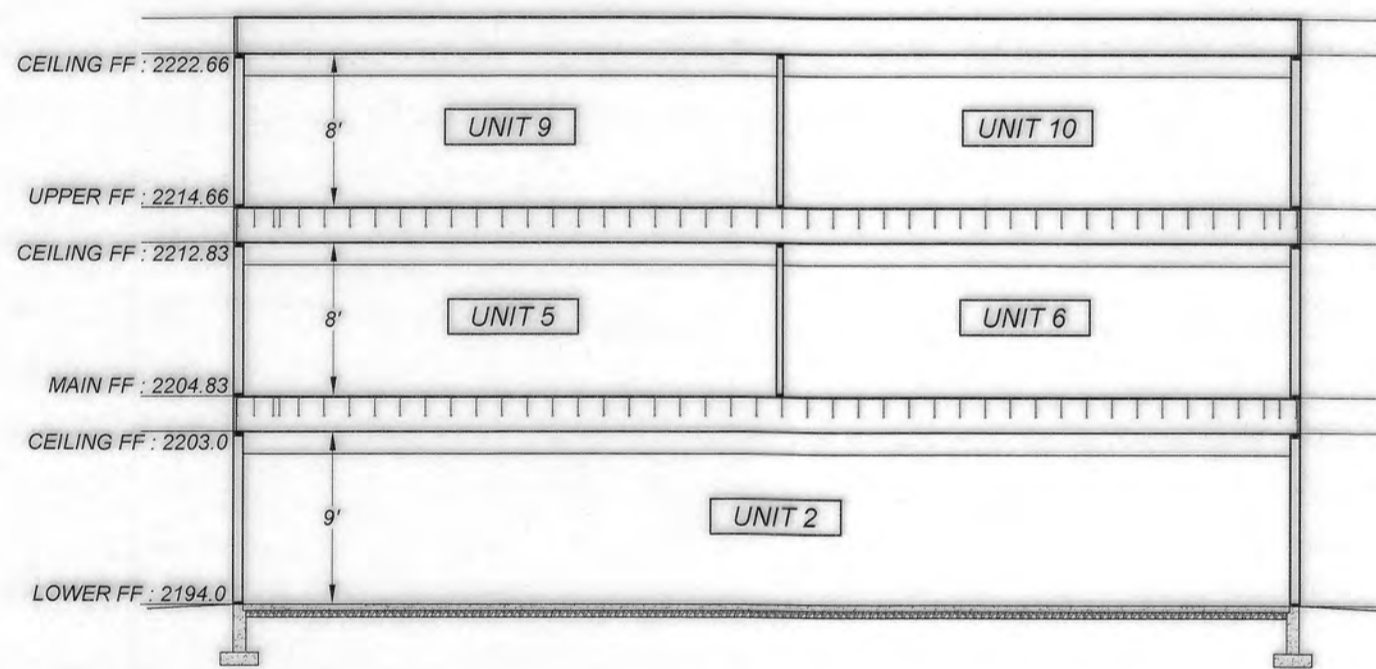
A CONDOMINIUM PLAT OF A PORTION OF LOTS 1 AND 2 OF PLAT OF PINECREST ADDITION TO COEUR D' ALENE LYING IN NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____

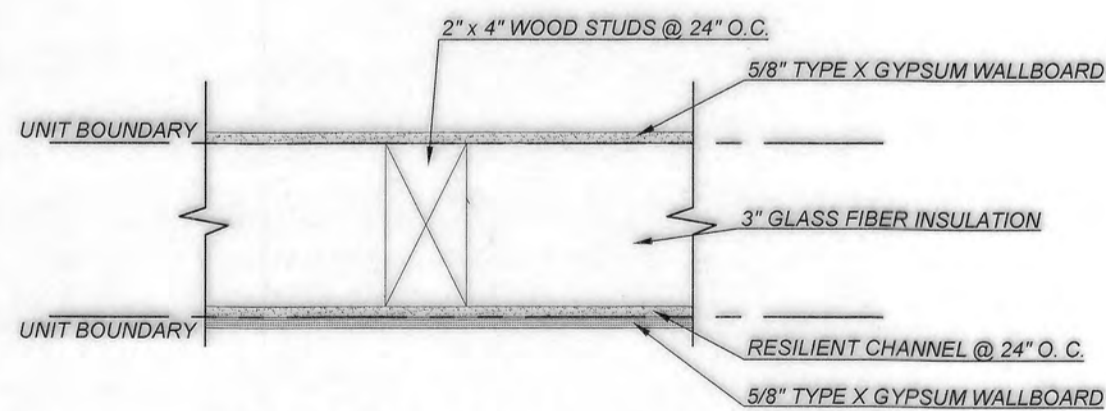
INSTRUMENT No. _____



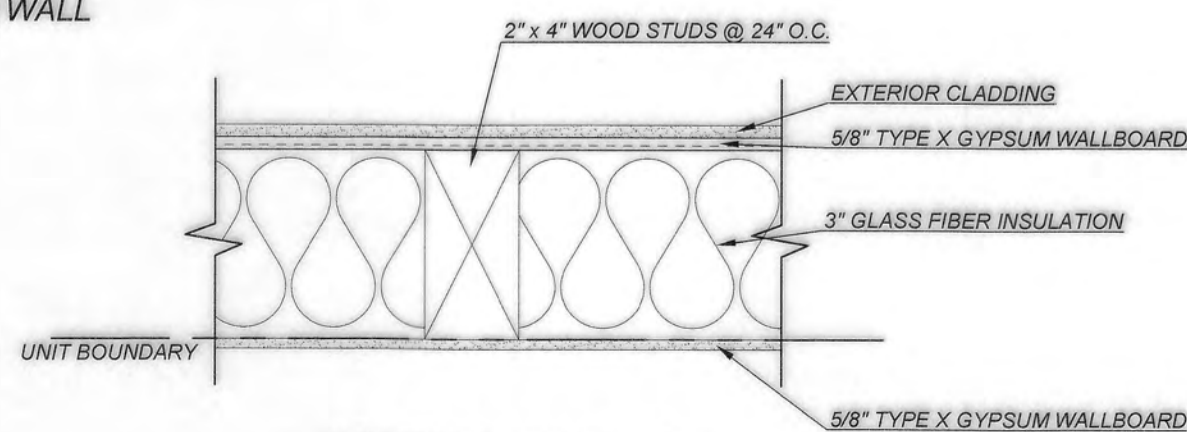
BUILDING WEST SECTION VIEW



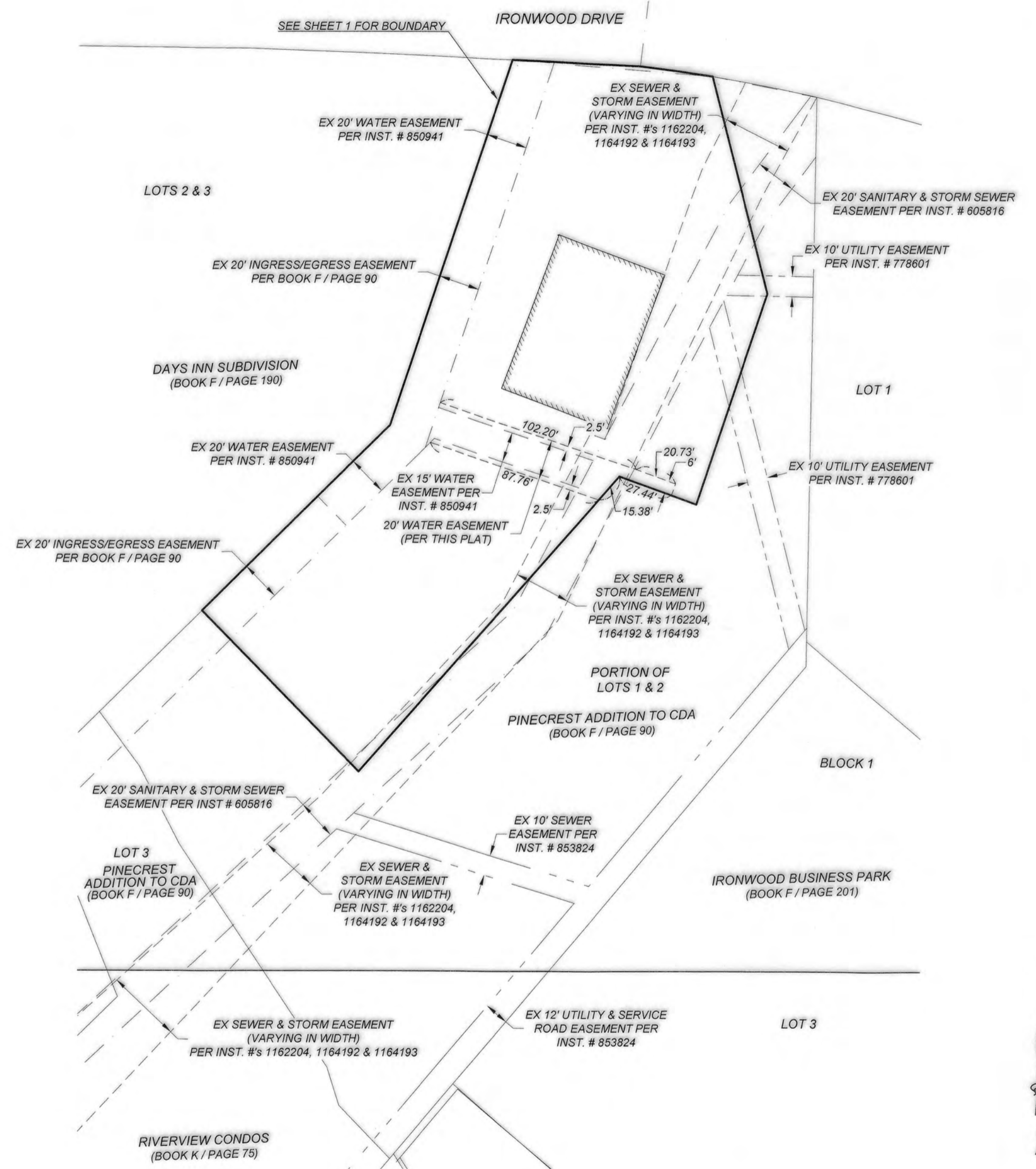
BUILDING NORTH SECTION VIEW



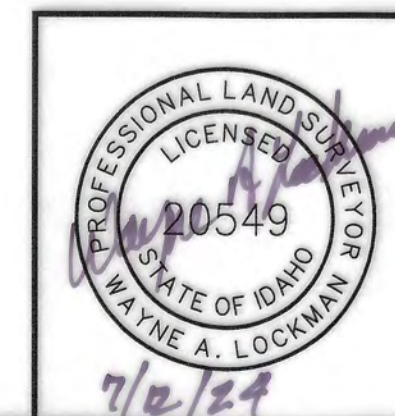
**SECTION A - A
TYPICAL INTERIOR WALL**



**SECTION B - B
TYPICAL EXTERIOR WALL**



SCALE: 1" = 50'



| | |
|-------------|------------|
| CHECKED BY: | WAL |
| DRAFTED BY: | SMA |
| SCALE: | N. T. S. |
| DATE: | 07/08/2024 |
| JOB NO: | LCE 21-051 |
| 3 | |
| 4 | |

TWELVE HUNDRED FLATS

BOOK: _____ PAGE: _____
INSTRUMENT No. _____

A CONDOMINIUM PLAT OF A PORTION OF LOTS 1 AND 2 OF PLAT OF PINECREST ADDITION TO COEUR D' ALENE LYING IN NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF 1200 IRONWOOD, LLC FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS _____ DAY OF _____, 20____ AT _____ M. IN BOOK _____ OF PLATS, PAGE(S) _____, AS INSTRUMENT NUMBER _____.

FEE \$ _____

DEPUTY CLERK
JENNIFER LOCKE, KOOTENAI COUNTY CLERK

CITY COUNCIL CERTIFICATE

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

CITY OF COEUR D' ALENE - CLERK
Charly W. Borking
CITY OF COEUR D' ALENE - CITY ENGINEER PE 10804

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 21, 2023
DATED THIS 4th DAY OF September, 2024

Kellie Ann
KOOTENAI COUNTY TREASURER

HEALTH DISTRICT APPROVAL

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

DATED THIS 4th DAY OF September, 2024

Kristina Keasby
PANHANDLE HEALTH DISTRICT 1

COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS _____ DAY OF _____, 20____.



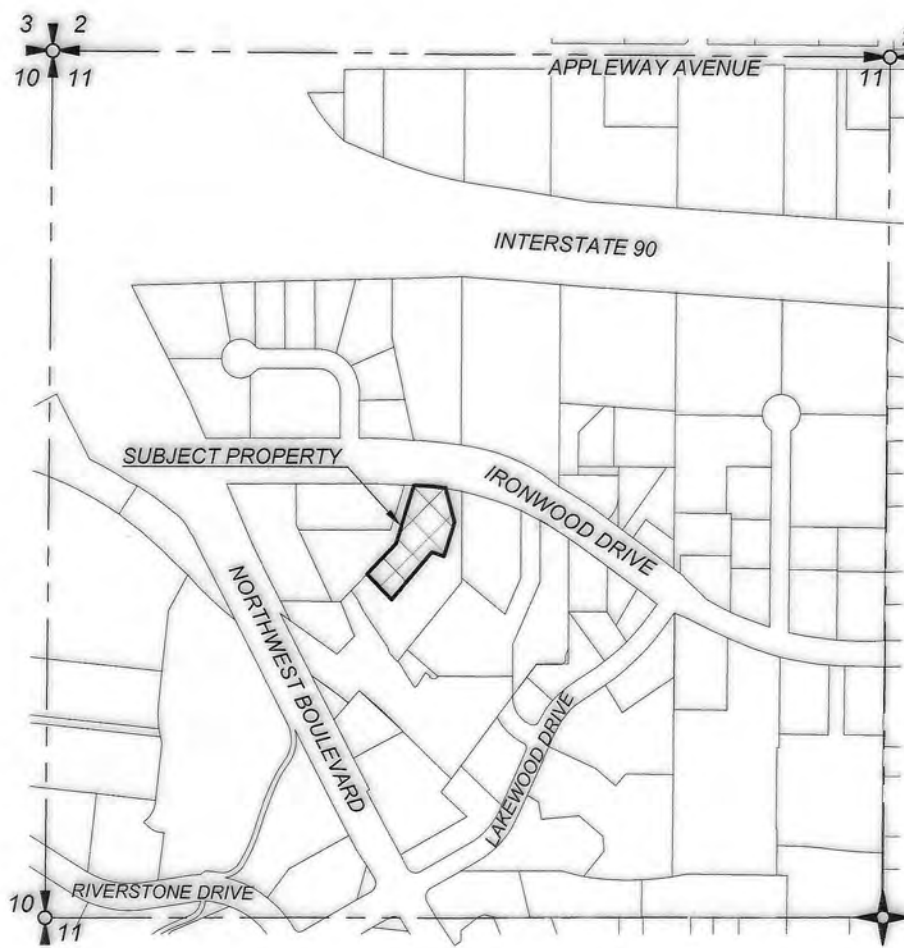
SURVEYOR'S NARRATIVE

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

THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY KOOTENAI COUNTY TITLE COMPANY DATED JUNE 7, 2024. ORDER NUMBER KT-502964.

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

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



NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST
VICINITY MAP
SCALE 1" = 600'

CONSENT TO RECORD

IN WITNESS WHEREOF, THE UNDERSIGNED BENEFICIARY, UNDER THAT CERTAIN DEED OF TRUST COVERING THE REAL PROPERTY SHOWN HEREON DATED APRIL 21, 2021, RECORDED APRIL 22, 2021, AS INSTRUMENT No. 2827961000, RECORDS OF KOOTENAI COUNTY, IDAHO, HAVE HEREUNTO SET THEIR SIGNATURES AS EVIDENCE OF THEIR CONSENT TO THE CONDOMINIUM OF THE SUBJECT PROPERTY AND TO THE RECORDATION OF THIS PLAT.

THIS 21st DAY OF AUGUST, 2024

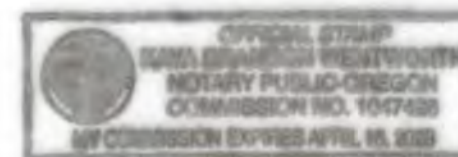
BY: FRED LANGE
SIGNATURE: *Fred Lange*
FRED LANGE, MANAGER
LANGE ENTERPRISES, L.L.C., LIMITED LIABILITY COMPANY

NOTARY CERTIFICATE

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 21st DAY OF AUGUST IN THE YEAR 2024, BY FRED LANGE THE MANAGER OF LANGE ENTERPRISES, L.L.C., LIMITED LIABILITY COMPANY.

Kaya Brandon Wentworth
NOTARY PUBLIC
MY COMMISSION EXPIRES ON 16 APRIL 2028



SURVEYOR'S CERTIFICATE

I, WAYNE A. LOCKMAN, PROFESSIONAL LAND SURVEYOR #20549, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE CONDOMINIUM PLAT OF TWELVE HUNDRED FLATS IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, ARE IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

Wayne A. Lockman
WAYNE A. LOCKMAN, PLS # 20549
DATE 07/12/2024

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT 1200 IRONWOOD, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS TWELVE HUNDRED FLATS, A CONDOMINIUM PLAT, BEING A CONDOMINIUM PLAT OF A PORTION OF LOTS 1 AND 2 OF THE PLAT OF PINECREST ADDITION TO COEUR D ALENE FILED IN BOOK F OF PLATS AT PAGE 90, RECORDS OF KOOTENAI COUNTY, LYING IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 11 BEING A 2.5 INCH ALUMINUM CAP MARKED PLS 6374 IN A MONUMENT WELL PER CP&F 2670073000, RECORDS OF KOOTENAI COUNTY, FROM WHICH THE CENTER QUARTER CORNER BEARS SOUTH 01°20'34" WEST 2635.26 FEET; THENCE, SOUTH 47°28'52" WEST 1921.98 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP AT THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT OF PINECREST ADDITION TO COEUR D ALENE BEING A POINT ON THE SOUTH RIGHT-OF-WAY OF IRONWOOD DRIVE, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 2 OF THE PLAT OF PINECREST ADDITION TO COEUR D ALENE, SOUTH 14°20'24" EAST 109.74 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED PLS 3814;

THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 18°35'36" WEST 109.10 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 70°09'07" WEST 40.57 FEET TO A PK NAIL;

THENCE CONTINUING ALONG SAID WESTERLY LINE AND ITS EXTENSION THEREOF, SOUTH 41°33'12" WEST 193.95 FEET; THENCE NORTH 44°27'00" WEST 110.58 FEET TO A 5/8 INCH REBAR ON THE EASTERLY LINE OF LOT 3 OF THE PLAT OF DAYS INN SUBDIVISION FILED IN BOOK F OF PLATS AT PAGE 190, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 3 OF THE PLAT OF DAYS INN SUBDIVISION, NORTH 45°32'01" EAST 129.97 FEET TO A 5/8 INCH REBAR;

THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 3, NORTH 18°31'01" EAST 189.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 BEING A POINT ON THE SOUTH RIGHT-OF-WAY OF IRONWOOD DRIVE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF IRONWOOD DRIVE, ALONG THE CURVE OF A SPIRAL TO THE RIGHT WITH THE CHORD BEARING SOUTH 87°04'19" EAST 63.39 FEET;

THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF IRONWOOD DRIVE, ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 894.93 FEET, AN ARC LENGTH OF 36.06 FEET, A CENTRAL ANGLE OF 02°18'32" AND A LONG CHORD THAT BEARS SOUTH 81°55'07" EAST 36.06 FEET TO THE **TRUE POINT OF BEGINNING**;

SAID PARCEL CONTAINING 45,228 SQUARE FEET (1.038 ACRES), MORE OR LESS.

BE IT FURTHER KNOWN THAT:

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

DOMESTIC WATER FOR THIS PLAT IS SUPPLIED BY THE CITY OF COEUR D' ALENE;

ADDITIONAL WATER EASEMENT, AS SHOWN ON SHEETS 1 AND 3, ADDING TO THE EXISTING EASEMENT PER INSTRUMENT No. 850941, RECORDS OF KOOTENAI COUNTY, SHALL BE GRANTED TO THE CITY OF COEUR D' ALENE;

UNITS WITHIN THIS PLAT ARE SUBJECT TO THE CONDOMINIUM DECLARATION RECORDED UNDER INSTRUMENT No. _____, RECORDS OF KOOTENAI COUNTY, TOGETHER WITH ANY AND ALL AMENDMENTS MADE THEREAFTER;

Anthony J Zanetti
ANTHONY J ZANETTI, MANAGER
DATE 8-1-24

1200 IRONWOOD, LLC, AN IDAHO LIMITED LIABILITY COMPANY

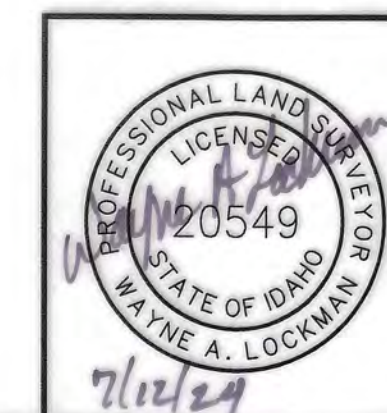
NOTARY CERTIFICATE

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 1st DAY OF AUGUST IN THE YEAR 2024 BY ANTHONY J ZANETTI, MANAGER OF THE 1200 IRONWOOD, LLC, LIMITED LIABILITY COMPANY.

Andrea L Dittman
NOTARY PUBLIC

MY COMMISSION EXPIRES ON 1-5-29



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|-------------|------------|
| CHECKED BY: | WAL |
| DRAFTED BY: | SMA |
| SCALE: | N.T.S. |
| DATE: | 07/08/2024 |
| JOB NO: | LCE 21-051 |
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| 4 | |

CITY COUNCIL STAFF REPORT

DATE: September 17, 2024
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-24-04, Lucy's Corner: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Drew Dittman, PE
Lake City Engineering, Inc.
126 E. Poplar Avenue
Coeur d'Alene, ID 83814
- b. Location: 2021 E. Coeur d'Alene Avenue (NW Corner of Coeur d'Alene Avenue & 21st St.)
- c. Previous Action:
 1. Preliminary plat approval, August 2, 2024

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a re-plat of Lot 1 and a portion of Lot 2, Block 3 of Glenmore Addition located in Coeur d'Alene. This subdivision created two (2) lots. The conditions will be taken care of at the building permit stage; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

LUCY'S CORNER

BOOK: _____ PAGE: _____

INSTRUMENT No. _____

LOT 1 AND A PORTION OF LOT 2, BLOCK 3 OF GLENMORE ADDITION TO THE CITY OF COEUR D'ALENE
AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST,
BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

WEST QUARTER CORNER
FOUND 2" ALUMINUM CAP
MARKED "PLS 12463" PER CP&F
INST. # 2440603000

CENTER QUARTER CORNER
FOUND 1" COPPER DISK IN TBC
MARKED "PLS 12110" PER CP&F
INST. # 2901061000

REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY JOHNSON SURVEYING AND FILED AT BOOK 29 OF SURVEYS, PAGE 461, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY JOHNSON SURVEYING AND FILED AT BOOK 29 OF SURVEYS, PAGE 390, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF BALL'S SUBDIVISION PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK G OF PLATS, PAGE 154, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-2) PLAT OF BALL'S FIRST ADDITION PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK J OF PLATS, PAGE 18, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-3) AMENDED PLAT OF GLENMORE ADDITION TO COEUR D'ALENE FILED AT BOOK B OF PLATS, PAGE 140, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-4) PLAT OF SEBASTION TRACTS PREPARED BY JOHNSON SURVEYING AND FILED AT BOOK L OF PLATS, PAGE 822, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-5) PLAT OF LILAC GLEN PREPARED BY H2 AND FILED AT BOOK L OF PLATS, PAGE 487, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-1) TAX No. 24531 FILED IN BOOK 339 OF DEEDS, PAGE 180, DATED 09-03-1985, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-2) TAX No. 4119 FILED IN BOOK 155 OF DEEDS, PAGE 222, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-3) TAX No. 3307 FILED IN BOOK 140 OF DEEDS, PAGE 148, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
- ⊙ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "JS PLS 9367"
- FOUND 3/4" IRON PIPE
- △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- - - EASEMENT LINE
- CENTER LINE
- SECTION LINE
- - - SECTION TIE LINE

13
18

18
19

13
24
19

18
19

SOUTHWEST CORNER
FOUND 2-1/2" ALUMINUM CAP IN
MONUMENT CASE MARKED "PLS
818" PER CP&F INST. # 2500247000

SOUTH QUARTER CORNER
FOUND 2-1/2" ZINC CAP MARKED
"PLS 772" PER CP&F INST. #
2032368000

SCALE: 1" = 30'

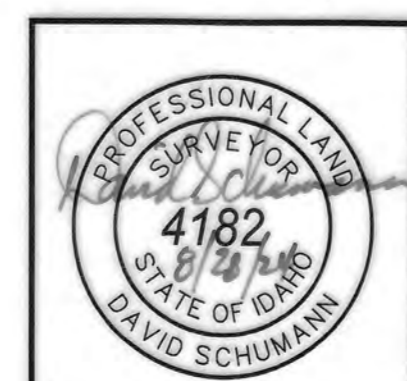
NORTH

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 -00°44'38" AND A CAF OF 0.99990226.

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.



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| CHECKED BY: | DES |
| DRAFTED BY: | SMA |
| SCALE: | 1" = 30' |
| DATE: | 08/28/2024 |
| JOB NO.: | LCE 24-031 |

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LUCY'S CORNER

BOOK: _____ PAGE: _____
INSTRUMENT No. _____

LOT 1 AND A PORTION OF LOT 2, BLOCK 3 OF GLENMORE ADDITION TO THE CITY OF COEUR D'ALENE AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

KOOTENAI COUNTY RECORDER

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

DEPUTY CLERK
JENNIFER LOCKE, KOOTENAI COUNTY CLERK

CITY COUNCIL CERTIFICATE

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

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

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 2023
DATED THIS 4th DAY OF September, 2024

Kellie Cummings
KOOTENAI COUNTY TREASURER

HEALTH DISTRICT APPROVAL

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

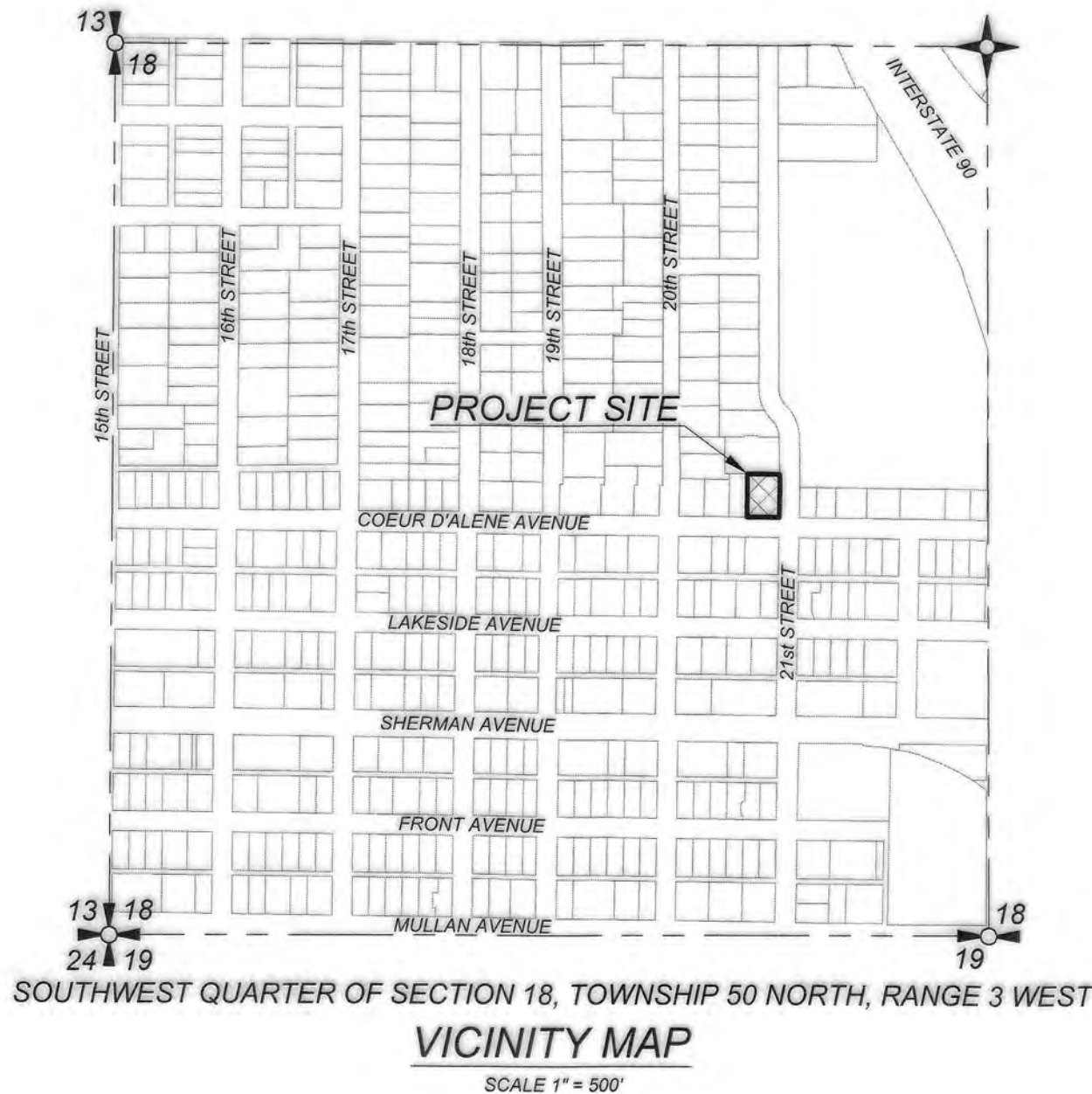
DATED THIS 4th DAY OF September, 2024

Kristina Kord
PANHANDLE HEALTH DISTRICT 1

COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS _____ DAY OF _____, 20____.



SURVEYOR'S NARRATIVE

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

THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY KOOTENAI COUNTY TITLE COMPANY, INC. DATED JULY 1, 2024. COMMITMENT NUMBER KT-502894.

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

THIS SURVEY WAS PERFORMED USING A COMBINATION OF FIELD TRAVERSING USING A TOPCON GT-603 ROBOTIC TOTAL STATION AND TOPCON GR-5 GNSS BASE UNIT AND RTK ROVER UNIT

SURVEYOR'S CERTIFICATE

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

David Schumann
DAVID SCHUMANN
DATE 8/28/2024

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT GT, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS LUCY'S CORNER, BEING LOT 1 AND A PORTION OF LOT 2, BLOCK 3 OF GLENMORE ADDITION TO THE CITY OF COEUR D'ALENE FILED IN BOOK B OF PLATS, PAGE 140, RECORDS OF KOOTENAI COUNTY AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18 BEING A 2.5 INCH ZINC CAP MARKED "PLS 772" PER CP&F INSTRUMENT No. 2032368000, RECORDS OF KOOTENAI COUNTY, FROM WHICH THE CENTER QUARTER CORNER BEARS NORTH 00° 13' 30" EAST A DISTANCE OF 2683.33 FEET; THENCE NORTH 26° 22' 25" WEST A DISTANCE OF 1390.56 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF COEUR D'ALENE AVENUE AND THE WEST RIGHT-OF-WAY OF 21st STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY OF COEUR D'ALENE AVENUE, NORTH 89°06'21" WEST A DISTANCE OF 94.92 FEET TO THE SOUTHEAST CORNER OF THE WEST 5 FEET OF SAID LOT 2, BLOCK 3 OF THE PLAT OF GLENMORE ADDITION TO THE CITY OF COEUR D'ALENE ALSO DESCRIBED AS TAX No. 4119 FILED IN BOOK 155 OF DEEDS, PAGE 222, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG THE EAST LINE OF SAID TAX No. 4119, NORTH 00°43'24" EAST A DISTANCE OF 127.84 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 1 OF THE PLAT OF BALL'S SUBDIVISION FILED IN BOOK G OF PLATS, PAGE 154, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG SAID SOUTH LINE OF LOT 1, BLOCK 1 OF THE PLAT OF BALL'S SUBDIVISION, SOUTH 89°08'12" EAST A DISTANCE OF 94.86 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182" AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 ON SAID WEST RIGHT-OF-WAY OF 21st STREET;

THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 00°41'39" WEST A DISTANCE OF 127.89 FEET TO THE TRUE POINT OF BEGINNING;

SAID PARCEL CONTAINING 0.279 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

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

DOMESTIC WATER FOR THIS PLAT IS SUPPLIED BY CITY OF COEUR D'ALENE;

Greg Gervais
GREG GERVAIS, MEMBER
DATE 8-28-24
GT, L.L.C.

NOTARY CERTIFICATE

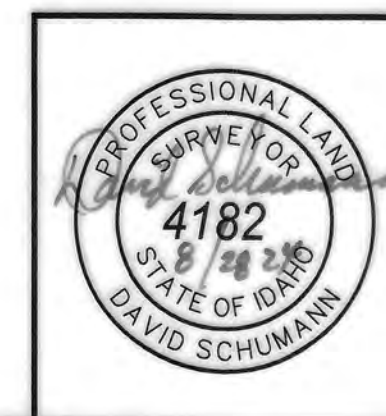
STATE OF IDAHO _____)
COUNTY OF KOOTENAI _____)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 28th DAY OF August IN THE YEAR 2024, BY GREG GERVAIS A MEMBER OF GT, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY.

Andrea L. Dittman
NOTARY PUBLIC

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

MY COMMISSION EXPIRES ON 1-5-29



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|-------------|------------|
| CHECKED BY: | DES |
| DRAFTED BY: | SMA |
| SCALE: | N.T.S. |
| DATE: | 08/28/2024 |
| JOB NO: | LCE 24-031 |

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RESOLUTION NO. 24-073

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AMENDMENTS TO PERSONNEL RULE 11 – ATTENDANCE AND LEAVES, IN PARTICULAR, SECTION 3, VACATION LEAVE; SECTION 4, SICK LEAVE; SECTION 5, BEREAVEMENT LEAVE; AND SECTION 9, ATTENDANCE; FINAL DESIGN FOR THE ARTWORK FOR THE CHILDREN'S LIBRARY EXTERIOR ART PROJECT AND AGREEMENT WITH PETE GOLDLUST FOR THE DESIGN, FABRICATION, AND INSTALLATION OF THE ART PROJECT; LETTER OF AGREEMENT WITH JENNIFER PASSARO AS THE COEUR D'ALENE POET LAUREATE, FOR A THREE-YEAR TERM WITH AN ANNUAL STIPEND OF \$1,500.00 (\$4,500 TOTAL FOR THE TERM); AND A LETTER OF AGREEMENT FOR THE PURCHASE OF AN ARTCURRENTS ART PIECE KNOWN AS "O'KEEFE 8," WITH ARTIST PATRICK SULLIVAN, IN THE AMOUNT OF \$5,000.00.

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

- A) Amendments to Personnel Rule 11 – Attendance and Leaves, in particular, Section 3, Vacation Leave; Section 4, Sick Leave; Section 5, Bereavement Leave; and Section 9, Attendance;
- B) Approval of the final design for the artwork for the Children's Library Exterior Art Project and Agreement with Pete Goldlust for the Design, Fabrication, and Installation of the Art Project;
- C) Letter of Agreement with Jennifer Passaro as the Coeur d'Alene Poet Laureate, for a three-year term with an annual stipend of \$1,500.00 (\$4,500.00 total for the term);
- D) Letter of Agreement for the purchase of an ArtCurrents art piece known as "O'Keefe 8," with artist Patrick Sullivan, in the amount of \$5,000.00;

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 action.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements and take the other action for the subject matter, as set forth in

substantially the form attached hereto as Exhibits “A” through “D” 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 action documents remain intact.

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

DATED this 17th day of September, 2024.

Woody McEvers, 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 WOOD Voted

_____ was absent. Motion _____.

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

DATE: SEPTEMBER 9, 2024

FROM: MELISSA TOSI; HUMAN RESOURCES DIRECTOR

SUBJECT: PERSONNEL RULE AMENDMENT

Decision Point: Should Council approve amendments to Rule 11 – Attendance and Leaves, Section 3, Vacation Leave; Section 4, Sick Leave; Section 5, Bereavement Leave; and Section 9, Attendance?

History: Various sections of Personnel Rule 11 need amending due to the following reasons:

Section 3. Vacation Leave (3)(e). The maximum allowable balance has been updated to match what has been agreed to in separate collective bargaining agreements, that is, for forty hour a week employees three hundred and twenty (320) hours vacation leave, and for fifty-six (56) hour-a-week employees three hundred and sixty (360) hours.

Section 4. Sick Leave

(c)(3). Adding qualified cohabitating domestic partner to the sick leave benefit as an immediate family member would allow an employee to utilize sick leave under the allowable uses if they have an approved affidavit and supplemental documentation on file with Human Resources. The City extended our health and dental benefits to qualified domestic partners effective October 1, 2023. This will add an additional benefit to those with approved domestic partners.

(c)(10)(11). The maximum usable balance needs to reset the first day of the first pay period of the new fiscal year. Using the date October 1 does not work anymore since transitioning to our biweekly pay schedule. For example, this year October 1 falls in the middle of the last pay period of FY 23-24.

Section 5. Bereavement Leave. Adding qualified cohabitating domestic partner to the bereavement benefit as an immediate family member would allow an employee to utilize bereavement if they have an approved affidavit and supplemental documentation on file with Human Resources. The City extended our health and dental benefits to qualified domestic partners effective October 1, 2023. This will add an additional benefit to those with approved domestic partners.

Additionally, employees are currently required to utilize bereavement within thirty (30) days of their immediate family member's death. By adding "unless otherwise approved by Human Resources," this would allow unusual circumstances to be considered.

Section 9. Attendance. This language is outdated. Currently, employees are responsible for completing their own biweekly timecard, which is approved by their supervisor, and then reviewed by HR and payroll.


These proposed amendments to the Personnel Rules have been discussed by the Executive Team and posted for all employees to review. The amendments were also sent to the Fire Union, Police Association, and Lake City Employee's Association with no concerns raised.

Financial: There are no changes to overall costs associated with these Personnel Rule amendments.

Performance Analysis: Authorizing the above noted Personnel Rule amendments will provide clarity and consistency across our employee groups. Additionally, adding a qualified domestic partner under the definition of immediate family member will provide an additional benefit as currently allowed under our health and dental benefits.

Decision Point/Recommendation: Council should approve the amendments for Rule 11 – Attendance and Leaves, Section 3; Vacation Leave, Section 4; Sick Leave; Section 5 Bereavement Leave; and Section 9, Attendance.

Personnel Rule 11- amendments



City of
Coeur d'Alene
IDAHO

City of Coeur d'Alene
Personnel Rules

1

Amendments

Rule 11 – Attendance and Leaves

- Section 3. Vacation Leave
- Section 4. Sick Leave
- Section 5. Bereavement Leave
- Section 9. Attendance

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Cohabiting Domestic Partner



Definition: A committed interpersonal relationship between two people who live together as though they are married, but are not legally married.

- The partners are and intend to remain one another's only domestic partner
- They live together in a shared residence and intend to continue to do so indefinitely
- The members of the partnership are both at least 18 years old
- The partners share financial responsibility and are responsible for each other's common welfare
- Neither partner is married to anyone else, nor has had another recent domestic partner

Documentation Required

- Signed Affidavit of Domestic Partnership
- Copies of two documents in both names:
 - A title, lease, or mortgage statement documenting joining ownership of a vehicle or property to prove responsibility for living expenses
 - Joint bank account or loan information to prove shared financial responsibility in joint domestic life
 - Driver's license, utility bill, or other identification for proof of living in a shared residence

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Section 4. Sick Leave

(c) Allowable Use, (10) Maximum Usable Balance & (11) Compensation of Excess Sick Leave:

- The current language states maximum balances will reset on October 1
- The October 1 date needs to be amended to the *first day of the first pay period of the new fiscal year* due to our bi-weekly pay schedule

Note: October 1 currently falls in the middle of the last pay period of FY 23-24

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Bereavement Leave

- Add “**qualified cohabiting domestic partner**” as an immediate family member in the event of a death.
- Currently, only time taken within 30 days of death will apply.
- Adding “*unless otherwise approved by Human Resources*” will allow unusual circumstances to be considered and managed consistently (i.e. dates of services, etc.).



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Section 9. Attendance

The current language is outdated and unnecessary. It is recommended to be deleted:

~~“All departments shall keep daily attendance records of employees which shall be reported to the Human Resources Director on the form and on the dates he shall specify.”~~

Currently, employees complete bi-weekly timecards, submit to their supervisor, and are then reviewed by HR and payroll while payroll is being processed.



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Final takeaways

- The proposed amendments have been discussed with ET, sent to the Fire Union, LCEA, and POA, and posted for all employees to review. There are no concerns noted.
- Authorizing the amendments will provide clarity and consistency.
- Adding domestic partner to the definition of immediate family member will provide an additional benefit to those approved.



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RULE 11: ATTENDANCE AND LEAVES

SECTION 1. Hours and Days of Work

All employees, except as otherwise provided in this section, shall work forty (40) hours per week. The employees in the Fire Department assigned to a fire company shall work on a shift basis, as scheduled by the Fire Chief. Each such employee shall work an average of approximately fifty-six (56) hours per week on duty as computed over a one (1) year period. The employees assigned to the patrol division in the Police Department shall work on a shift-rotating basis. Each such employee shall work ten (10) hours forty (40) minutes per day.

SECTION 2. Work Week

The work week for the City of Coeur d'Alene shall commence and end at midnight Saturday, unless an alternate workweek is established by the Department Head, and approved by the City Administrator, or by contract arrangement in accordance with Fair Labor Standards Act Regulations.

SECTION 3. Vacation Leave

- (a) Purpose: Vacation leave is provided to give employees a break in year-round routine and to attract, motivate, and retain quality employees.
- (b) Vacation Leave: All employees in the competitive service, shall be eligible to accrue and use vacation leave with pay, only as specifically allowed by the rules contained in this section.
- (c) Vacation Leave Accruals: Unless otherwise provided by contract or written agreement, vacation leave will be accrued in accordance with the following schedule. Eligible employees who work less than full time, but more than one thousand forty (1040) hours during a fiscal year, shall accrue vacation on a pro-rated basis. Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement.
 - (1) Vacation Leave Accrual Schedule -
 - (i) First through third year of service - Eight (8) hours for each month of service; accrued at a rate of four (4) hours per pay period.
 - (ii) Fourth through fifth year of service - Twelve (12) hours for each month of service; accrued at a rate of six (6) hours per pay period.
 - (iii) Sixth through tenth year of service - Sixteen (16) hours for each month of service; accrued at a rate of eight (8) hours per pay period.
 - (iv) After ten (10) or more years of service - Twenty (20) hours for each month of service; accrued at a rate of ten (10) hours per pay period.

- (2) No vacation leave shall accrue after sixty (60) consecutive days of absence.
- (d) Vacation Requests/Use: With approval of the Department Head/Supervisor an employee may take vacation leave up to the amount of vacation leave accrued at the time of such leave. Provided however, that the vacation leave may not be used in the same pay period in which it is accrued. Vacation leave requests shall be made to the Department Head/Supervisor for approval. Insofar as is practical, and unless otherwise provided by contract or agreement, employees will be scheduled for vacation leave based upon their preference. In the event one or more municipal holidays fall during the period of leave, such holiday shall not be charged as vacation leave. While utilizing approved vacation leave, leave shall not be charged to sick leave upon return, unless otherwise provided by contract or written agreement. Unless otherwise approved by their Department Head, an employee may not use vacation or other leave in any manner that would result in the employee exceeding the number of hours in their regular work day/shift.
- (e) Maximum Allowable Balance: Unless otherwise provided by contract or other written agreement, a forty (40) hour-a-week employee with more than ~~three hundred and twenty (320) two hundred and eighty (280)~~ hours vacation leave and a fifty-six (56) hour-a-week employee with more than ~~three hundred and sixty (360) two hundred and eighty-eight (288)~~ hours of vacation leave as of ~~October 1~~ (the first day of the City's fiscal year) shall utilize the excess leave before January 15 of the following calendar year, unless otherwise approved in writing by the employees Department Head and by the Human Resources Director.
- (f) Vacation Leave Balance at Separation: All employees with accrued vacation leave, who leave employment with the City, for any reason, shall receive payment for their balance of vacation leave accrued through the effective date of separation.

Vacation leave shall not be used for the purpose of postponing the date of separation, retirement or other predetermined separation or termination of employment past the actual month of the employee's last physical work day. For example, an employee who submits a notice of resignation will not be allowed to use leave to postpone their last day with the City into the subsequent month. Separation of employment needs to be in the same month as the last day worked. Any eligible compensable leave will be paid out to the employee in their final check.

SECTION 4. Sick Leave

- (a) Purpose: All employees in the competitive service are eligible to accrue and use sick leave with pay only as specifically allowed by the rules contained in this section. Sick leave shall not be considered as a right, which an employee may use at his/her discretion.
- (b) Accrual Method: Unless otherwise provided by contract or other written agreement, Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals

on the third wage disbursement. Sick leave will be accrued as: ten (10) hours for each month of service, accrued at a rate of five (5) hours per pay period, for Forty (40) hour a week employees.

- (1) No sick leave shall accrue after sixty (60) consecutive days of absence.
- (c) Allowable Use: Accrued sick leave hours may be used for the following reasons that prevent an employee from working during a regularly scheduled workday/shift:
- (1) Personal illness;
 - (2) Personal injury.
 - (3) Illness or quarantine of employee's immediate family necessitating the employee's absences from work. Unless otherwise provided by contract or other written agreement, immediate family is defined as spouse, qualified cohabiting domestic partner¹, child, mother, and father. A child is defined as the biological, adopted, foster, stepchild or a child of an individual acting in the parent's stead, who is under the age of eighteen unless an eligible IRS dependent.
 - (4) Personal or medical related appointments, including annual wellness exams, counseling, dental check-up, etc. (including the employee's immediate family).
 - (5) Conditions qualifying for leave under the Family and Medical Leave Act as provided under Section 11 of this Rule.
 - (6) Sick leave may not be used in the same pay period in which it is accrued.
 - (7) Notification Requirement: Unless otherwise specified by contract or written agreement, an employee who seeks to receive compensation while absent on sick leave, must notify his/her immediate supervisor or the Human Resources Director within four (4) hours prior to scheduled work shift, or as specified by the Department Head. If the employee is incapable of providing the required notice, the employee must provide notice as soon as possible.
 - (8) Documentation of Illness/Injury: When the absence is for more than three (3) consecutive workdays, the Department Head/Supervisor or Human Resources Director may require a report from a medical provider stating that the employee is/was unable to perform his/her duties or is/was needed for the care of an immediate family member's illness or injury, or other qualified, allowable uses, as noted in this rule. Additionally, if in the Department Head's/Supervisor's opinion the employee is unable to perform their job duties, a medical report may be required at any time.
 - (9) Conservative Sick Use: To be eligible for conservative sick use, employees must be employed for the entire quarter of the fiscal year (eligible hours will be pro-rated for part-time employees). All employees with less than seven hundred twenty (720) hours of accumulated sick leave shall be eligible to receive four (4) hours of vacation for each quarter of the fiscal year in which they did not use any sick leave.
 - (10) Maximum Usable Balance: As of the first day of the first pay period of

¹ Eligible cohabitating domestic partner must have approved affidavit and supplemental documentation on file with Human Resources.

~~the new fiscal year~~~~October 1 of each year~~, a forty (40) hour a week employee may not have a usable balance of sick leave exceeding seven hundred and twenty (720) hours.

- (11) Compensation for Excess Sick Leave: Unless otherwise provided by contract or other written agreement, employees who have accrued more than the maximum usable balance of sick leave must select one of the following options for compensation of their excess sick leave. Once an employee has selected an option upon reaching eligibility, that selection may not be changed.
- (i) Option One: Employees having accrued more than the usable balance of sick leave shall forfeit all sick leave in excess of the maximum on ~~the first day of the first pay period of the new fiscal year~~~~October 1 of each year~~. The employee will be paid, in November of the same year for one third (1/3) of the forfeited sick leave. Upon retirement from the City of Coeur d'Alene, employees will be paid for one-third (1/3) of their accrued sick leave balance at the date of retirement up to a maximum of two hundred forty (240) hours.
- (ii) Option Two: Employees having accrued more than the usable balance of sick leave, will bank the excess sick leave on ~~the first day of the first pay period of the new fiscal year~~~~October 1 of each year~~. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code, the termination of an employee due to that employee's job being abolished, or the death of the employee, the employee or their beneficiary will be paid for thirty-five percent (35%) of the employee's banked excess sick leave. Banked excess sick leave balance cannot be converted back into usable sick leave. Excess sick leave will continue to be banked ~~each year on the first day of the first pay period of the new fiscal year until the employee retires~~~~each October 1 of each year~~.
- (12) Sick Leave Balance upon Separation: No payment shall be made for accumulated sick leave at the time of separation of employment, except those employees who retire from the City of Coeur d'Alene pursuant to the provisions of the Idaho Code. If a sick leave option has been selected, the selected option shall be applicable, see Section 11 entitled "Compensation for Excess Sick Leave" of this rule.

Sick leave time shall not be used for the purpose of postponing the date of separation, retirement or other predetermined separation or termination of employment. For example, an employee who submits a notice of resignation will not be allowed to use sick leave to cover the last days of employment instead of working.

- (13) Long Term Disability: Unless otherwise provided by contract or other written agreement, employees utilizing the City provided disability insurance shall not receive vacation or sick leave accruals after sixty (60)

consecutive days of absences.

SECTION 5. Bereavement Leave

Unless another period of leave is agreed to by contract, in the event of a death in the immediate family of an employee, and/or being in attendance at the relative's bedside, the employee under the IAFF contract terms shall be granted up to forty-eight (48) hours off with pay, while an employee under the Police Association Contract shall be granted 53.35 hours of paid leave of absence to employees whose scheduled workday is 10 hours and 40 minutes at the time of death. All other Police Association represented employees shall be granted 40 hours of paid leave of absence. This equates to the maximum of five (5) scheduled work days and hours will be pro-rated for part-time employees. Employees under the LCEA Contract and forty (40) hour employees shall be granted up to forty (40) hours off with pay. Immediate family is defined as spouse, qualified cohabitating domestic partner², ~~including documented common law status, per Idaho Code,~~ child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either spouse. Child is defined as the biological, adopted, foster, stepchild, legal ward or a child of an individual acting in the parent's stead. ~~Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave.~~ If an employee is on scheduled time off at the time bereavement occurs, bereavement leave shall be paid and time off shall not be charged to accrued leave until bereavement leave is exhausted.

Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave, unless otherwise approved by Human Resources. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave, vacation, and/or comp time as the employee requests in accordance with applicable policies.

SECTION 6. Military Leave

Military leave shall be granted in accordance with the provisions of applicable law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken. Human Resources shall maintain current account of veterans' re-employment rights, and shall make such information available to employees upon request.

SECTION 7. Unpaid Leave of Absence

- (a) Requests: All requests for an unpaid leave of absence by a regular appointed or probationary employee must be made in writing to the employee's Department Head and the Human Resources Director. Requests shall explain the reason(s) for the leave, the length of the leave requested, why it is necessary, and any other

² Eligible cohabitating domestic partners must have approved affidavit and supplemental documentation on file with Human Resources.

applicable information that would be helpful in making a final determination on the request, including medical documentation if available or requested. Unpaid leave is not a right, but is granted only in extraordinary circumstances upon a showing of good cause. Unpaid leave may be denied if coverage for the employee's work duties and responsibilities is not reasonably practicable.

- (b) Duration of Unpaid Leave of Absence:
- a. Less than one (1) week: The Department Head, in consultation with the Human Resources Director, may grant an employee up to one (1) calendar week of unpaid leave.
 - b. Extended unpaid leave: The Human Resources Director may grant unpaid leave for up to twelve (12) calendar weeks. After conferring with the employee's Department Head, the Human Resources Director will provide the employee a written response to the employee's request.
 - c. Beyond twelve (12) weeks: The City Administrator may grant unpaid leave for more than twelve (12) weeks. The City Administrator shall confer with the employee's Department Head and the Human Resources Director prior to making a determination. The Human Resources Director will provide the employee a written response to the employee's request.
- (c) Exhausting Paid Leave: Prior to use of unpaid leave, an employee shall have exhausted all accrued vacation and compensatory leave. If the reason of the leave of absence is an allowable use under the sick leave policy, then all sick leave shall also be exhausted prior to going into an unpaid leave status.
- (d) Leave Accruals: During an unpaid leave of absence, an employee is not eligible for vacation or sick leave accruals.
- (e) Employee Benefits: If an employee has a full calendar month of unpaid leave, the employee is responsible for both the employee's and employer's cost share of any insurance benefit the City provides. The employee will be advised of COBRA continuation rights.
- (f) Return to Work: An Employee shall be reinstated in the position held at the time leave was approved upon return to work following unpaid leave. Failure of an employee to return to work on the agreed upon date may be treated as a resignation by the City or may subject the employee to disciplinary action up to and including termination.

SECTION 8. Witness and Jury Leave

- (a) Paid Leave: All employees in the competitive services who are either required to serve as a witness in a matter related to City business, or as a juror are entitled to leave with pay for the period of such service. Any fees paid to the employee, absent mileage, must be reimbursed to the City.
- (b) Unpaid Leave: All employees who are compelled to serve as witnesses in a matter unrelated to City business may request use of accrued vacation leave, accrued comp time leave, or unpaid leave, as allowed by this Rule, for the duration of such service.

SECTION 9. Attendance

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. ~~All departments shall keep daily attendance records of employees which shall be reported to the Human Resources Director on the form and on the dates he shall specify.~~ Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice of return shall be cause for immediate discharge, and such employee automatically waives all rights under these Rules.

SECTION 10. Holidays

The holidays to be observed in this City are as follows:

January 1 (New Year's Day)
Martin Luther King, Jr./Idaho Human Rights Day
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
The day following Thanksgiving
December 24 and
December 25 (Christmas Day)

- (a) Other days may be declared holidays as proclaimed by the President, Governor, or Mayor and City Council of this City.
- (b) For purposes of computing holidays, a working day for forty hour employees shall be considered eight (8) hours and for fifty-six (56) hour a week employees twenty four (24) hours. Eligible employees who work less than full-time, but more than 1040 hours during a fiscal year, shall be credited for holidays on a pro-rated basis.

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. If December 24th falls on a Saturday or Sunday, the preceding Friday shall be observed. If a holiday falls on an employee's regularly scheduled time off, equivalent time off shall be granted.

City employees in departments operating on a continuous 24 hour basis or schedule shall be entitled to equivalent time off in lieu of holidays or compensated at straight-time commensurate with the holiday time hereby granted to other employees or as otherwise provided by the applicable collective bargaining agreement.

SECTION 11. Family and Medical Leave (FML)

- (a) **Purpose/Intent**

The purpose of this rule is to provide employees a general description of their rights and duties under the Family and Medical Leave Act (FMLA) of 1993. The FMLA allows eligible employees to take up to 12 weeks of unpaid, job-protected leave for specified family and medical reasons.

(b) **Definitions:** For the purposes of this section, the following terms have the following meanings:

- (1) 12-Month Period: a rolling 12-month period immediately preceding the FMLA request.
- (2) Spouse: A husband or wife in a marital community as defined and recognized under federal law. Spouses who both work for the City have a combined twelve (12) weeks total leave in a 12 month period for the birth of a Child, placement of a Child for adoption or foster care, or for the care of a sick Parent.
- (3) Child: Biological, adopted, foster, step, a legal ward, or a child of a person standing *in loco parentis* (day-to-day responsibilities). The child must be under 18 years of age or incapable of self-care because of physical or mental disability regardless of age.
- (4) Parent: Biological, adoptive, foster, step, or an individual who stood in loco parentis (day-to-day responsibilities or financial support) to an employee when the employee was a child.
- (5) Next of Kin (military caregiver leave): Nearest blood relative, other than the Spouse, Parent, son, or daughter.
- (6) Certification: Completed medical certification from a health care provider that provides details regarding the treating physician, applicable medical facts, amount of leave needed, and any additional information that supports the request for FML.
- (7) Serious Health Condition: Illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- (8) Covered Service Member: Current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy.
- (9) Qualifying Exigency Leave: Military family leave taken for any qualifying exigency (as defined by U.S. Department of Labor regulations) arising out of the fact that a covered military member is on active duty or call to active duty status.

(c) **Eligible Employees**

To qualify, an employee must meet the following conditions:

- (1) Has worked for the City for at least twelve (12) months; and
- (2) Has worked at least 1,250 hours in the 12-months immediately preceding the FMLA request.

(d) Allowable Uses

Eligible employees may take up to 12 workweeks of leave in a 12-Month Period for one or more of the following reasons:

- (1) For the birth and care of a newborn Child or placement of a Child for adoption or foster care;
- (2) To care for a Spouse, Child or Parent with a Serious Health Condition;
- (3) For a serious health condition that makes the employee unable to perform their essential job functions; or
- (4) For any Qualifying Exigency for a Spouse, Child or Parent when the Covered Service Member is on covered active duty in support of a contingency operation.

An eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (military caregiver leave).

(e) Notification and Certification

- (1) Employees are required to give a 30-day advance notice when the need for the leave is foreseeable. An "Employee Request for Family Medical Leave" form shall be completed by the employee and returned to the Human Resources Department.
- (2) A completed and sufficient certification issued by the health care provider will be required to determine eligibility for FML. FML may be denied if these requirements are not met.

(f) Use of Paid and Unpaid Leave

- (1) An employee requesting FML because of a birth, adoption or foster care placement of a Child must use any accrued vacation and comp time leave prior to being eligible for unpaid FML, unless under the care of a health care provider for a condition which would allow the employee to be eligible to use accrued sick leave.
- (2) An employee who is requesting FML because of the employee's own serious health condition or the serious health condition of an eligible family member must use all paid vacation, comp time, and sick leave before being eligible for unpaid FML.
- (3) An employee who is requesting military FML for a qualifying exigency must use all paid vacation and comp time leave prior to being eligible for unpaid FML leave.
- (4) An employee who is requesting FML for military caregiver leave must use all paid vacation, comp time, and sick leave in lieu of unpaid FML.

- (5) Sick leave will run concurrently with FML if the reason for the FML is covered by the established sick leave policy.
- (6) If the employee exhausts their accrued paid leave, the employee will be granted the remainder of FML as unpaid in order to receive the full 12 weeks.

(g) Continuation of Coverage

- (1) An employee granted FML will continue insurance coverage under the same conditions as coverage would have been provided if the employee had been continuously working during the leave period.
- (2) Employee contributions for health insurance will continue to be required, either through payroll deduction (where the employee has used accrued paid leave), or by direct payment to the City Finance Department. Payment for employee contributions will be due by the last working day of the month.
- (3) If the employee's contribution is more than one month late, the City may terminate the employee's insurance coverage or elect to advance the employee contribution, in which case, the employee will be required to reimburse the City for delinquent payments upon returning from leave.
- (4) The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.
- (5) Employees should contact the Human Resources Department to discuss their rights and obligations for continuation of any current benefits they are receiving. Employees must make arrangements for payment of their portion of their benefit costs or discontinuation of those benefits will occur.

(h) Intermittent Leave Requests

- (1) The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.
- (2) Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member, or because of the employee's serious health condition.
- (3) Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer's approval.

SECTION 12. Retirement Consultation Benefit

- (a) **Purpose:** This is a discretionary medical benefit available to employees seeking retirement if the decision to retire results in cost savings and there is an identifiable need for consultant services to the City.
- (b) **Definition:** For the purpose of this section, the following term has the following meaning.
 - (1) Consultant: A professional who provides expert advice in a specialized field and has a wide knowledge of the subject matter.
- (c) **Employee Responsibility:** To be eligible for consideration, the employee must first meet with their department head to discuss the need for consultant services. If the department head agrees there is an identifiable need for consultant services, the employee will submit a written request to the Human Resources Director, at least ninety (90) days prior to separation of employment.
- (d) **Department Head/Employer Responsibility:** The written request from the employee will be reviewed by the Department Head, Human Resources Director, Finance Director and the City Administrator to verify that the criteria are met. If criteria are met, the Department Head will be responsible to present the information to City Council for approval.

In determining if the City should grant the retirement consultation benefit the City will take into account the following criteria:

- (1) The employee must be eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.,
- (2) The retirement must result in a savings of at least \$ \$40,000 over two (2) years.
- (3) The department head will provide the following information to justify the necessity of the retiree's consultation to the City.
 - i. Detailed description of the scope of consultant work.
 - ii. An evaluation of the employees overall job performance prior to retirement.
 - iii. A staffing plan on re-filling the position.
- (4) The retiree's availability to provide professional consultation services to the City for a minimum of two hundred forty (240) hours, for up to two (2) years.
- (5) The employee must be willing to sign an agreement releasing the City of Coeur d'Alene of any and all claims of the employee. The agreement will further outline the terms of the separation and provide a guarantee to the City for consultant services. No payment shall be paid directly to the employee.

- (e) **Employee Benefit:** The employee will opt out of the City's medical insurance plan and receive up to twenty-four thousand dollars (\$24,000) into their HRA/VEBA plan.

The HRA VEBA contribution will be paid on a monthly basis. The retiree/consultant shall submit a monthly statement of hours to their previous Department Head by the fifth of each month. After verification of hours, payment shall be made into the retiree's HRA VEBA plan for hours worked in the previous month at the rate of One Hundred Dollars (\$100.00) per hour up until termination of the two-year contract or the retiree is paid the total of twenty-four thousand dollars (\$24,000), whichever occurs first.

**CITY COUNCIL
STAFF REPORT**

DATE: SEPTEMBER 17, 2024

FROM: TROY TYMESEN, CITY ADMINISTRATOR/ ARTS COMMISSION LIAISON

SUBJECT: APPROVAL OF THE FINAL DESIGN OF THE LIBRARY LOWER-LEVEL ART PROJECT

DECISION POINT: Should Council approve the final design of the Library Lower-Level Art Project?

HISTORY: The City of Coeur d'Alene Arts Commission issued a national Request for Artist Qualifications on January 1, 2024, for public art to visually enhance the McEuen Park side exterior of the Children's Library. The National Request was managed through the City's account with CallforEntry.Org (CaFE), which is an online call-to-artists listing site. Interested parties were invited to submit their qualifications through CaFE, and then all eligible submissions were reviewed by a selection committee composed of donor Paul Fleshner, Architect Kevin Cole, Library Trustee Melissa Carper-Bell, and Student Representative Ayla Ferns.

The City received a total of 77 applications from artists through the CaFE and, after an initial review, it was narrowed down to five (5) finalists who were asked to submit their CV and examples of their work. Artist Pete Goldlust of Eugene, Oregon was chosen by the selection committee, and he was provided with a \$1,000.00 honorarium to prepare the final drawings and a 3D maquette. The proposed artwork design will be made of sturdy 1/8" aluminum and is powder coated. It will be mounted directly to the wall using ~1" standoffs, to allow room for drainage behind the pieces and LED backlight fixtures to be mounted on the back. The whimsical design and addition of the Children's Library signage is meant to catch the eyes of children and parents.

The design was presented to the Arts Commission at their meeting on August 27, 2024, where the Commission voted unanimously to approve the design. Pursuant to the Request for Artist Qualifications timeline, the artwork is scheduled for completion and installation in October 2024.

FINANCIAL: The budgeted amount for the Library Lower-Level Art Project is \$18,000.00. The honorarium of \$1,000 provided to the artist is separate from the project budget. Funding for the Library Lower-Level Art Project will come from the Fleshner Foundation. The lighting of the art project will be a separate funding from the Foundation and installation is scheduled for next year.

DECISION POINT/RECOMMENDATION: Council should approve the final design for the Library Lower-Level Art Project.

EXHIBIT A



Library Lower-Level Art Project

By Artist Pete Goldlust

**DESIGN, FABRICATION, AND INSTALLATION
SERVICES CONTRACT
COEUR D’ALENE LIBRARY
CHILDREN’S LIBRARY EXTERIOR ART PROJECT**

THIS CONTRACT is made and entered into this 17th day of September, 2024, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d’Alene, Idaho 83814, hereinafter referred to as the “City,” and **PETE GOLDLUST**, whose address is 1166 W. 11th Avenue, Eugene, Oregon 97402, hereinafter referred to as the “Artist.”

WHEREAS, the Arts Commission (hereinafter referred to as the “Commission”) issued a national Request for Artist Qualifications on January 1, 2024, for public art to visually enhance the McEuen Park side exterior of the Children’s Library (the “Site”); and

WHEREAS, the National Request was managed through CallforEntry.Org (“CaFE”), which is an online call-to-artists listing site. Interested parties were invited to submit their qualifications through CaFE, and then all eligible submissions were reviewed by a selection committee; and

WHEREAS, the City received a total of 77 applications from artists through CaFE and, after an initial review, the selection committee chose five (5) finalists who were asked to submit their resumes and examples of their past work; and

WHEREAS, one of the finalists, Pete Goldlust of Eugene, Oregon, was chosen to prepare final drawings and a 3D maquette, for which he was provided a \$1,000.00 honorarium; and

WHEREAS, Mr. Goldlust’s design was presented to the Arts Commission at its August 27, 2024, meeting, at which time the Commission voted unanimously to approve the design and recommend to the Coeur d’Alene City Council that the City enter into a contract with Mr. Goldlust to fabricate and install the Children’s Library Exterior Art (the “Artwork”); and

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

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

NOW, THEREFORE,

In consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

Article 1. Scope of Services.

1.1 Artist's Obligations.

- a. The Artist shall perform all services and furnish all supplies, material, and/or equipment as necessary for the design and fabrication of the Artwork, and all hardware for the installation of the Artwork at the Site, except as otherwise provided herein. Services shall be performed in a professional manner and in compliance with all terms and conditions of this Contract.
- b. The Artwork shall comply with the Artist's Proposal, attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Proposal"), except as otherwise provided herein. Any substantial changes to the Proposal must be approved by the Commission in advance.
- c. The Artist shall complete the fabrication and delivery of the Artwork so that the installation of the Artwork will be completed by June 1, 2025. The Commission will contract separately for the installation of the Artwork
- d. The Artist shall arrange for the delivery of the Artwork to the Site in consultation with the Commission. All costs of delivery will be borne by the Artist.
- e. The Artist shall provide insurance in amounts and limits specified in Article 5.
- f. The Artist shall provide the Commission a list of all subcontractors who will perform any substantial work on the project, along with a copy of any agreement between the Artist and each subcontractor.
- g. The Artist shall provide a description of all materials and products utilized in the Artwork, and instructions for the required care and upkeep needed to properly maintain the Artwork.
- h. The Artist shall provide the Commission with photographic documentation of the Artwork during the fabrication and installation processes for historical purposes.
- i. The Artist shall be available upon reasonable advance notice for meetings, ceremonies, and similar presentations, as necessary. The Commission will reimburse the Artist for any travel expenses except for those expenses incurred by the Artist to be present during installation.

1.2 City and Commission's Obligations.

- a. The City shall perform all its obligations in substantial compliance with all terms and conditions in this Contract.

- b. The Commission shall be responsible for the installation of the Artwork.
- c. The Commission shall be responsible for providing the Artist, at no expense to the Artist, copies of designs, drawings, reports, list of required permits, and other existing relevant data, if any, which are needed by the Artist in order to perform his obligations under this Contract. The Commission will pay any permit fee required for installation.
- d. The Commission shall be responsible for compliance with all applicable zoning or environmental laws and regulations, and shall explain any limitations imposed by such laws and regulations to the Artist.
- e. The Commission shall provide and install a plaque or monument on or near the Artwork containing a credit to the Artist in substantially the following form: Copyright © Pete Goldlust and Melanie Germond, [date of creation].
- f. The Commission shall be responsible for leading the Artist through any required review process.
- g. The Commission shall be responsible for organizing and scheduling meetings with reviewing entities and for providing the Artist written instructions for the materials required at such meetings.

1.3 Design.

- a. The Artwork consists of a variety of wildlife and depictions of their environment, cut from one quarter inch (1/4") aluminum, powder coated, in different colors. Hardware for mounting the Artwork and signage will be provided by the Artist. The Artwork will be substantially as depicted in Exhibit "B" hereto.
- b. If the Artist makes revisions to the Artwork after the execution of this Contract, the Artist shall submit said revisions to the Commission. The Commission shall promptly notify the Artist of any changes to the final design that may be necessary for the Artwork to comply with any applicable laws, ordinances, and regulations, or for other reasons including, but not limited to, ensuring the integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Design.
- c. The Artist shall prepare drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. The Artist shall present such drawings to the City's Building Department for approval.

1.4 Fee, Schedule, Payment.

- a. The City shall pay the Artist a total of Sixteen Thousand Dollars and No/100 dollars (\$16,000.00) for all services performed under this Contract, payable as follows:
 1. \$1,000.00, previously paid for final design and maquette;
 2. \$12,000.00 upon execution of the Contract;
 3. \$3,000.00 within thirty (30) days after installation of the Artwork.
- b. Except as otherwise provided in this Contract, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artist in connection with performance of contract duties.

1.5 Approval and Acceptance.

The Artist shall notify the Commission in writing when all services as required of him by this Contract have been completed in substantial conformity with the approved design. The Commission shall promptly notify the Artist of the City's final acceptance of the Artwork within thirty (30) days after the Artist submits his notice or shall notify the Artist in writing of those services the Artist has failed to perform.

Article 2. Taxes.

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

Article 3. Risk of Loss.

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

Article 4. Artist's Representations and Warranties.

4.1 Warranties of Title.

The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist;
- b. Except as otherwise disclosed in writing to the Commission, the Artwork is unique and original, and does not infringe upon any copyright or the rights of

any person;

- c. The Artwork (or duplicates thereof) has not been sold or offered for sale elsewhere;
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract; and
- e. The Artwork is free and clear of any liens from any source whatsoever.

These representations and warranties shall survive the termination or other extinction of this Contract.

4.2 Warranties of Quality and Condition.

- a. The Artist represents and warrants that all work will be performed in accordance with professional standards, and that the Artwork is free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for a period of one (1) year after the date of final acceptance by the City.
- b. If, within one year of final acceptance, the City observes any defect that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the City or the Commission. The Commission shall give notice to the Artist of such breach with reasonable promptness.
- c. If, after one year from final acceptance, the City observes any defect that is curable by the Artist, the Commission shall offer the Artist the right of first refusal to make or supervise repairs or restorations for a mutually agreeable fee during the Artist’s lifetime. Should the Artist be unavailable or unwilling to make or supervise repairs or restorations, or should the parties fail to reach agreement on the fee, the Commission may seek the services of any other person to make or supervise repairs or restorations.
- d. If, within one year of final acceptance, the City observes a breach of warranty that is not curable by the Artist, the Artist shall be responsible for reimbursing the City for any damages, expenses, and loss incurred by the City or the Commission as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the Commission accepted that it may occur, it shall not be deemed a breach for purposes of this Contract.
- e. The Artist further warrants for one (1) year: that general routine cleaning and repair of the Artwork will be sufficient to maintain it within an acceptable standard for public display; that foreseeable exposure to the elements and general wear and

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

Article 5. Insurance and Indemnity.

5.1 General.

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

5.2 Indemnity.

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

Article 6. Ownership and Intellectual Property Rights.

6.1 Title.

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

6.2 Copyright Ownership.

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

and Commission hereunder.

6.3 Reproduction Rights.

- a. The Artist shall not make any reproductions of the final Artwork nor shall the Artist grant permission to others to do so except with the written permission of the City; PROVIDED, the Artist may make photographic reproductions for promotion or portfolio use, but may not sell said photographic reproductions without the written permission of the City.
- b. The Artist grants to the City and its assigns an irrevocable license to make reproductions of the Artwork for commercial or non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications, provided that these rights are exercised in a professional manner.
- c. The City is not responsible for any third-party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of Artist.

Article 7. Alterations of Site or Removal of Artwork.

The Artist agrees that the City may remove or relocate the Artwork in its sole discretion and for any reason.

Article 8. Artist as an Independent Contractor.

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

Article 9. Assignment of Artwork.

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

Article 10. Termination.

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

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

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

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

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

Article 11. Notices and Documents.

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

Article 12. Amendments.

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

Article 13. Choice of Law and Venue.

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

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

Article 14. Entire Agreement.

This Contract, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between

the parties prior to the execution of this Contract shall affect or modify any of the terms or obligations.

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

CITY OF COEUR D'ALENE:

ARTIST:

Woody McEvers, Mayor

Pete Goldlust, Artist

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: September 17, 2024
FROM: Troy Tymesen, City Administrator/Arts Commission Liaison
SUBJECT: Appointment of Jennifer Passaro as the Coeur d'Alene Poet Laureate

DECISION POINT: Should Council approve the appointment of Jennifer Passaro as the Coeur d'Alene Poet Laureate to serve a three-year term and receive an annual stipend of \$1,500 (\$4,500 for total term)?

HISTORY: The City of Coeur d'Alene Arts Commission was created to, among other things, stimulate and encourage, throughout the City and surrounding area, the study and presentation of the fine arts, as well as public interest and participation therein; to take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our City; to expand the City's cultural resources; and to encourage and assist freedom of artistic expression essential for the wellbeing of the arts. *See* Municipal Code § 2.84.040. The City adopted a Public Arts Policy in 1999. In that Policy, the City set out the goals of the Public Arts Program which included broadening the role of the artist in the community, promoting public dialogue and understanding of public art, and advocating for arts education.

The Poet Laureate program is intended to increase awareness of the role that poetry and literature play in the community and create a record of Coeur d'Alene's distinctive character. Along with offering readings and workshops, the Poet Laureate writes poems for the City that are reflective of local landscapes, social situations, or important events.

During the three-year term, the Poet Laureate will be commissioned to:

- Write at least two (2) original works per year to be entered into the City's Pubic Art Collection. These works will be published in local publications and/or presented at public occasions.
- Give a minimum of three (3) local readings per year:
 - One at the Mayor's Awards in the Arts
 - One at the Coeur d'Alene Library National Poetry Month
 - One at a regularly scheduled City Council meeting
- Work to raise the visibility of poetry and other literary arts within the community through outreach, education, and other programs.

A call for the Poet Laureate was published on July 8, 2024, requiring applicants to submit a one-page essay noting specific ideas or actual outreach activities and program involvement in the community, a sample of three original poems with publication credits listed, a resume that include a list of publications and qualifications, and electronic documentation of applicant reading a sample of work. The call closed on August 9, 2024, and the City received a total of six (6) applications which were reviewed by a Selection Committee composed of two Arts Commission members, one member of the literary community, one community member, and a youth community member. The Selection

Committee met on August 12, 2024, and recommended to the Arts Commission that Jennifer Passaro to be appointed as Coeur d'Alene Poet Laureate. The Arts Commission, at its August 27, 2024, regular meeting, approved the recommendation and directed that the appointment of Jennifer Passaro as Coeur d'Alene Poet Laureate be brought before Council for final approval. The Poet Laureate will serve a three-year term and receive an annual stipend of \$1,500 (\$4,500 for total term).

FINANCIAL ANALYSIS: The total funds to be provided by the City using dedicated Art Fund dollars would not exceed \$4,500. An annual stipend will be provided in the amount of \$1,500, due at the beginning of each service year.

DECISION POINT/RECOMMENDATION: Council should approve the appointment of Jennifer Passaro as Coeur d'Alene Poet Laureate to serve a three-year term and receive an annual stipend of \$1,500 (\$4,500 for total term).



LETTER OF AGREEMENT

September 17, 2024

Jennifer Passaro
Insert Address

This letter shall serve as an agreement between the City of Coeur d'Alene, hereinafter the "CITY," and Jennifer Passaro whereby Ms. Passaro shall act as the Coeur d'Alene Poet Laureate, to serve a three-year term, from October 1, 2024, through September 30, 2027, and receive an annual stipend of One Thousand Five Hundred and no/100 Dollars (\$1,500.00), for a total of Four Thousand Five Hundred and no/100 Dollars (\$4,500.00) for the total term.

During the three-year term, the Poet Laureate shall:

- Write at least two (2) original works per year to be entered into the City's Pubic Art Collection. These works will be published in local publications and/or presented at public occasions.
- Give a minimum of three (3) local readings per year:
 - One at the Mayor's Awards in the Arts
 - One at the Coeur d'Alene Library National Poetry Month
 - One at a regularly scheduled City Council meeting
- Work to raise the visibility of poetry and other literary arts within the community through outreach, education, and other programs.

The total funds to be provided by the City using dedicated Art Fund dollars will not exceed Four Thousand Five Hundred and no/100 Dollars (\$4,500.00), payable as an annual stipend in the amount of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) at the beginning of each service year.

If the terms of this agreement meet with your acceptance, please return a signed copy of this Letter of Agreement.

By _____
Woody McEvers, Mayor
City of Coeur d'Alene

By _____
_____(printed name)
Jennifer Passaro

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: SEPTEMBER 17, 2024

FROM: TROY TYMESEN, CITY ADMINISTRATOR/ ARTS COMMISSION LIAISON

SUBJECT: APPROVAL OF THE PURCHASE OF THE ART PIECE TITLED “O’KEEFE 8”

DECISION POINT:

Should Council approve the purchase of an ArtCurrents piece known as “O’Keefe 8,” by artist Patrick Sullivan, in the amount of \$5,000.00?

HISTORY:

In May 2022, the City of Coeur d’Alene Arts Commission issued a call to artists for the Fiscal Year 2022/23 and 2023/24 ArtCurrents Program. One of the selected art pieces was by artist Patrick Sullivan, titled “O’Keefe 8.” The piece is made of marble and stands 3’ x 1’ x 1’. Mr. Sullivan is a resident of the Pacific Northwest. The ArtsCurrents contract for his art piece expires in September 2024. The said art piece, installed at the corner of 1st and Sherman was found damaged on July 5th and is currently stored at the Streets Department campus. The original price of the art piece was \$8,500 and, if it had sold while in the ArtCurrents program, the artist would have received \$6,375, with the City receiving a 25% commission. A representative of the City of Coeur d’Alene has been in contact with Mr. Sullivan and, after negotiations, Mr. Sullivan indicated that he would be willing to reduce the price of the art piece to \$5,000, with the City taking care of its repair. On August 27, 2024, the Arts Commission unanimously recommended the purchase of the statue, to be added to the City’s permanent public art collection.

FINANCIAL:

The total price for the statue is \$5,000. Funding for the purchase will come from the Public Art Fund. Ignite CDA annually provides a percentage of its budget to the City for public art within the urban renewal districts.

DECISION POINT/RECOMMENDATION:

Council should approve the purchase of Patrick Sullivan’s art piece entitled “O’Keefe 8,” in the amount of \$5,000.

EXHIBIT A



O'Keefe 8 A

“O’Keefe 8”

By Artist Patrick Sullivan



CITY OF COEUR D'ALENE

710 E. MULLAN AVENUE
COEUR D'ALENE, IDAHO 83814
208/769-2300

LETTER OF AGREEMENT

September 17, 2024

Patrick Sullivan
#108-38 West Tabernacle St.
Saint George, UT 84770
(435) 239-5812

pat2shar@infowest.com

SUBJECT: PURCHASE OF ART PIECE TITLED "O'KEEFE 8"

Dear Mr. Sullivan:

This letter shall serve as an agreement between the City of Coeur d'Alene and you. This Agreement shall be valid only if signed and returned within ten (10) days (email, fax, or mail). Upon receipt of the signed agreement, the City will pay \$5,000.00 for the purchase of the artwork entitled "O'Keefe 8," which is currently displayed as part of the City's ArtCurrents program. Upon payment, full title to "O'Keefe 8" will be vested in the City, together with all rights attendant thereto. By signing this agreement, you affirm that you have all rights to "O'Keefe 8" and have the authority to sell it without the consent of any third party. The City will attribute the work, in whatever form, to the artist.

TROY TYMESEN
City Administrator
City of Coeur d'Alene

PATRICK SULLIVAN, Artist

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: September 17, 2024
FROM: Troy Tymesen, City Administrator; Katie Ebner, Finance Director; Randy Adams, City Attorney
SUBJECT: C-PACE Program

DECISION POINT: Should Council declare its intent to establish a C-PACE Program for the City of Coeur d’Alene?

HISTORY: In 2024, the Idaho Legislature passed, and the Governor signed, House Bill 624, entitled the Commercial Property Assessed Capital Expenditure Act (C-PACE). The Act went into effect on July 1, 2024, and added a new chapter 38 to Title 67 of the Idaho Code. The purpose of this Act was set out in I.C. § 67-3802:

It is the intent of the legislature to authorize the establishment of a commercial property assessed capital expenditure (C-PACE) program that local governments may voluntarily implement to ensure that free and willing owners of agricultural, commercial, industrial, or multifamily residential properties can obtain low-cost, long-term financing for qualifying improvements. The legislature finds that enabling local governments to adopt C-PACE programs serves a valid public purpose because the use of C-PACE programs will increase economic development, lower insurance costs, and lower disaster and emergency response costs to local governments. C-PACE programs will also decrease energy and water costs and encourage energy and water sustainability.

C-PACE Programs already exist in at least 31 other states. CDA Hotel, LLC, (Marriott) reached out to the City recently, in connection with its project at 6th and Sherman, to inquire whether the City would be willing to establish such a Program in Coeur d’Alene and put Staff in touch with financial and development firms experienced in establishing and administering these Programs, among other places.

In essence, a C-PACE Program is a financing mechanism that allows building owners and developers to obtain low cost, long term loans to make energy-related deferred maintenance upgrades in existing buildings, support new construction costs, and make renewable energy accessible and cost-effective. The loans are repaid by means of a purely voluntary benefit assessment added to the property tax bill, or by means of a special assessment, over a term that matches the useful life of improvements and/or new construction infrastructure. The assessment transfers on the sale of the property. The Program would allow the City to impose a service fee to offset the costs of administering a program, up to five hundred dollars (\$500) at the time of a property owner’s application and, for approved applications, up to one percent (1%) of the total amount financed, not

to exceed fifty thousand dollars (\$50,000.00). In addition, the City can designate the lender to administer the property tax or special assessment, billing the property owner, collecting the assessment together with the City's fees, and remitting the City's fees to the City.

FINANCIAL ANALYSIS: The City will realize a financial benefit in establishing this Program, up to \$50,500.00 per project, with little to no burden on Staff. CDA Hotel, LLC, has identified two projects in the City that could take advantage of this financing mechanism, and other groups would be interested as well.

PERFORMANCE ANALYSIS: Chapter 38, Title 67, Idaho Code sets out the procedures for implementing a C-PACE Program in the City. The City must first adopt a resolution of intent. This is the Resolution before you tonight. This Resolution must include eight items: (1) a finding that the financing of qualified projects through special assessments is a valid public purpose; (2) a statement that the local government intends to authorize direct financing between property owners and capital providers as the means to finance qualified projects; (3) a statement that the local government intends to authorize special assessments, entered into voluntarily by a property owner with the local government by means of the written assessment contract, to repay the financing for qualified projects available to property owners; (4) a description of the types of projects that may qualify for voluntary special assessments; (5) a description of the boundaries of the area where such special assessments may be made; (6) a description of the means for administration of the program; (7) a statement of the time and place for a public hearing on the proposed program; and (8) a statement designating the person charged with administering the program and executing written agreements with property owners to impose voluntary assessments on a property. As noted in number (7) above, a public hearing is required to establish the program. Following the public hearing, another resolution must be adopted which establishes the Program and its specific terms which are set out in a Program Guide.

The C-PACE Program must include certain elements. First, the City must establish eligibility "factors," which includes certification that the property owner is making the request to participate in the program. Second, the applicant must be the legal owner of the benefited property and title cannot be in dispute. Third, the applicant must be current on mortgage and property tax payments, and not insolvent. Fourth, the total debt secured by the property, including the C-PACE assessment, cannot exceed ninety percent (90%) of the fair market value of the property. Fifth, the C-PACE assessment itself cannot exceed thirty-five percent (35%) of the fair market value of the property for new construction, or twenty-five percent (25%) of the fair market value of the property in the case of a retrofit of existing property. Sixth, the program must include a description of the types of qualified projects that may be subject to special assessments. Seventh, the City must identify the official authorized to enter into and execute written contracts on behalf of the City. Eighth, a statement that the period of the special assessment may not exceed the useful life of the qualified project that is the basis for the assessment is required. Ninth, the program must explain the manner in which property will be assessed and how assessments will be collected. Tenth, the program must establish the procedures for

billing and collecting voluntary special assessments and remedies for enforcement of a delinquent special assessment. Eleventh, the program must establish the form and manner of the application and review process. Twelfth, the City must establish a process for reviewing and approving applications for financing. A written agreement between the City and the property owner is required, and that agreement must be recorded. Further, a notice of assessment and the C-PACE lien, assignment of assessment agreement to the financing entity, and notice of assignment must be executed and recorded.

In addition, an application must require, at a minimum, three things. First, an applicant must demonstrate that the project provides one (1) or more of the following benefits to the public: energy or water resource conservation; reduced public health costs or risk; or reduced public emergency response cost or risk. Second, for an existing building, an applicant must provide an energy analysis, by a licensed engineering firm, engineer, or other qualified professional, where energy or water usage improvements are proposed such that there will either be more efficient use or conservation of energy or water or the addition of renewable sources of energy or water, or, in the alternative, where resilience improvements are proposed. Third, for new construction, an applicant must provide certification by a licensed engineering firm, engineer, or other qualified professional stating that the proposed qualified improvements will enable the project to exceed the current building code's requirements for one (1) or more of the following: (1) Energy efficiency; (2) Water efficiency; (3) Renewable energy; or (4) Renewable water. In the alternative, the certification may demonstrate that the project meets or exceeds resilience standards for the City's building codes or, if none are available, compliance with a nationally available and recognized resiliency standard.

DECISION POINT/RECOMMENDATION: Council should adopt the Resolution declaring its intent to establish a C-PACE Program and setting a public hearing (proposed for October 15, 2024) to take testimony on the Program.

RESOLUTION NO. 24-074

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, PURSUANT TO IDAHO CODE § 67-3806(1)(a), EXPRESSING THE INTENT TO ESTABLISH A COMMERCIAL PROPERTY ASSESSED CAPITAL EXPENDITURE (C-PACE) PROGRAM IN DESIGNATED AREAS OF THE CITY OF COEUR D'ALENE.

WHEREAS, the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the "Act"), authorizes local governments in the state of Idaho to establish a commercial property assessed capital expenditure program (a "C-PACE Program") to assist in financing the costs of certain qualified improvements;

WHEREAS, the C-PACE Program is intended to encourage and facilitate financing for Qualified Improvements by certain commercial, industrial, agricultural or multifamily housing property owners, which improvements include the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption; support for the production of renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer's side of the meter that provides thermal energy or regulates temperature; the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption or increase the storage of water; facilities and designs that contribute to the reduction or elimination of lead from water used for drinking or cooking; storm retrofits, flood mitigation, stormwater management, and similar activities, and improvements in wind resistance, energy storage, microgrids, or structures, measures, or other improvements, that reduce land use impact; and other resilience projects approved by the local government; and

WHEREAS, the City desires to ensure that free and willing owners of agricultural, commercial, industrial, or multifamily residential properties can obtain low-cost, long-term financing for qualifying improvements, by allowing the levy of special assessments;

WHEREAS, the City intends to establish a C-PACE Program pursuant to the Act.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the city of Coeur d'Alene that the City adopt this Resolution of Intent to establish a C-PACE Program for the city of Coeur d'Alene, pursuant to Idaho Code § 67-3806(1)(a) with, and subject to, the following provisions:

Section 1. Council finds and declares that the financing of qualified projects through special assessments, as provided in the proposed C-PACE Program, is a valid public purpose.

Section 2. Pursuant to the Act, the City hereby expresses its intent to authorize direct financing between property owners and capital providers as the means to finance Qualified Projects.

Section 3. Pursuant to the Act, the City hereby expresses its intent to authorize special assessments, entered into voluntarily by a property owner with the City by means of an Assessment Agreement for C-PACE Financing, to repay the financing for Qualified Projects available to property owners.

Section 4. Pursuant to the Act, the City intends that projects that might qualify for voluntary special assessments include, but are not limited to, new construction and the adaptive reuse of property. In addition, it is also intended that Qualified Improvements which are installed and operational no more than three (3) years prior to the date when a C-PACE financing application is submitted to the City may qualify for financing under the C-PACE Program.

Section 5. The City intends that the C-PACE Program shall be available to all properties within the boundaries of the City in accordance with the Act.

Section 6. Pursuant to the Act, the City proposes to designate the City's Finance Director as the administrator of the C-PACE Program (the "Program Administrator"). The Program Administrator shall adopt a Program Guidebook describing the program and its requirements, review and approve applications for C-PACE financing, provide notice of approval or disapproval of such applications, and collect, or assign to a third party the collection of, any fees or special assessments.

Section 7. The City shall hold a public hearing on Tuesday, October 15, 2024, at the hour of 6:00 p.m., in the Coeur d'Alene Public Library Community Room, to receive input from the public with respect to the proposed C-PACE Program as outlined in this Resolution.

Section 8. The City Finance Director is hereby authorized to administer the C-PACE Program, and to execute all documents and take such action as she/he may deem necessary or advisable in order to impose voluntary assessments on properties approved for financing under the C-PACE Program, and to carry out and perform the purpose of this Resolution.

Section 9. The sections, paragraphs, sentences, clauses, and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause, or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution shall remain valid, unless the court finds the valid portions of the Resolution, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 10. This Resolution shall take effect immediately upon its approval and adoption.

DATED this 17th day of September, 2024.

Woody, McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: **SEPTEMBER 17, 2024**

FROM: **Katie Ebner, Finance Director/Treasurer**

SUBJECT: **AMENDMENTS TO THE 2023-2024 FISCAL YEAR APPROPRIATIONS
(BUDGET)**

DECISION POINT:

To approve Council Bill No. 24-1015 to amend the Fiscal Year 2023-24 Budget by a total of \$11,734,933.

HISTORY:

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

FINANCIAL ANALYSIS:

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

Revenue Adjustments

The projected revenues have been adjusted upward by \$11,734,933, incorporating both unanticipated income and the use of Fund Balance from carryovers or one-time costs previously approved by the Council. Key adjustments to revenues include:

- **Electricity Franchise Revenues:** Increased by \$130,000.
- **Grants (Federal and Miscellaneous):** Increased by \$2,822,542 due to additional grant awards made after the budget was set.
- **Interest Earnings:** Increased by \$249,084 due to higher than anticipated interest rates on the City's reserves.
- **Proceeds on Lease:** New revenue of \$722,735.
- **ICRMP Claim Payment:** New revenue of \$752,894 recognized in FY24 from a claim from ICRMP for the fire at the Police Department outbuilding.

Expenditure Adjustments

The total budgeted General Fund expenditures have been increased by \$11,734,933. Significant adjustments include:

- **Public Safety:** An additional \$5,230,773 was allocated to the Police and Fire Departments, however \$5M of these costs are one-time costs in FY24. \$732,000 are related to the Police Department outbuilding fire, and \$4.3M is to reflect the total costs of the expansion of the Police Department.
- **Street Department:** Just over \$1M was allocated for the remodel of the Streets Department building, and just over \$700k for Street Overlay projects approved in the fiscal year.
- **All other funds:** The Wastewater Department's budget was adjusted by \$1.8M, to cover for the Treatment Operations building remodel, a sewer replacement, and the Solids Building improvements.
- **Other Cost Increases:** The remaining cost increases in the General Fund include various unanticipated expenses such as staff overtime, separation payments for accrued comp time, vacation, and retirement sick leave payouts, spending from new grant awards, and the continuation of project expenses carried over from the previous year.

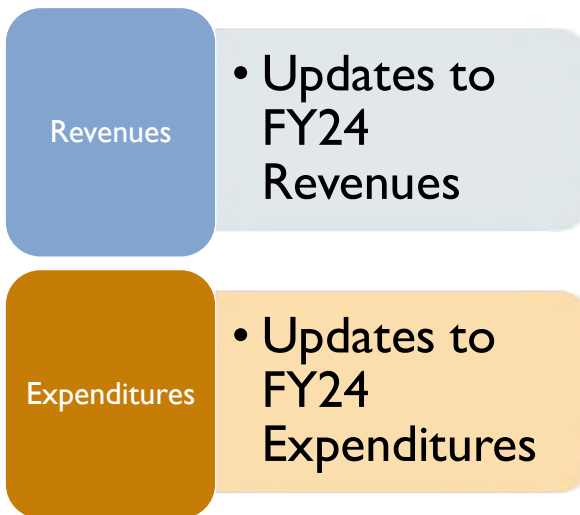
PERFORMANCE ANALYSIS: These budget amendments are necessary to ensure that the City of Coeur d'Alene can continue to provide essential services and maintain its infrastructure. The amendments also reflect the City's commitment to transparency and fiscal responsibility by accurately updating the budget to reflect current financial realities.

DECISION POINT: Council should approve Council Bill No. 24-1015 amending the Fiscal Year 2023-24 Budget to increase the budget by a total of \$11,734,933.

CITY OF COEUR D'ALENE

FY23-24 AMENDED BUDGET HEARING STAFF REPORT

SEPT 17, 2024



UPDATES TO REVENUES

UPDATES TO REVENUES

General Fund Revenue Changes

| Revenue Category | Budgeted | Projected | Increase |
|------------------------------------|----------------------|----------------------|---------------------|
| Electricity | 2,507,000 | 2,637,000 | 130,000 |
| Short Term Rentals | 100,000 | 120,000 | 20,000 |
| Building Inspection | 1,700,000 | 1,800,000 | 100,000 |
| Grants - Federal and Miscellaneous | 1,887,985 | 4,710,527 | 2,822,542 |
| Late Fees on Utility | 42,000 | 67,000 | 25,000 |
| Interest Earnings | 428,283 | 677,367 | 249,084 |
| Surplus Sale | 18,000 | 56,000 | 38,000 |
| Proceeds on Lease | - | 722,735 | 722,735 |
| ICRMP Claim Payment | - | 752,894 | 752,894 |
| Transfers In (Impact Fees) | 1,318,660 | 1,796,660 | 478,000 |
| Designated Fund Balance | 3,318,893 | 5,605,473 | 2,286,580 |
| Fund Balance | 1,048,633 | 2,212,633 | 1,164,000 |
| Total | \$ 12,369,454 | \$ 21,158,289 | \$ 8,788,835 |

UPDATES TO EXPENDITURES

UPDATES TO EXPENDITURES – GENERAL FUND

Finance

| Event Description | Amount | Funding Source |
|--------------------|------------------|----------------------|
| Separation Payouts | 48,925 | General Fund Revenue |
| Total | \$ 48,925 | |

Municipal Services

| Event Description | Amount | Funding Source |
|----------------------|-------------------|--------------------------|
| City Wide Automation | 167,715 | Carryover - Fund Balance |
| City Wide Automation | 170,028 | Carryover - Fund Balance |
| PD Building Fire | 5,000 | ICRMP |
| PD Building Fire | 15,000 | ICRMP |
| Total | \$ 357,743 | |

Legal

| Event Description | Amount | Funding Source |
|--|-------------------|--------------------------|
| Separation Payout | 22,721 | General Revenues |
| Technology Carryover for Karpel Software | 58,858 | Carryover - Fund Balance |
| Professional Services | 30,000 | General Revenues |
| Total | \$ 111,579 | |

Building Department

| Event Description | Amount | Funding Source |
|----------------------------------|-------------------|--------------------------|
| Street Department Flooring | 57,612 | Carryover - Fund Balance |
| Emergency City Hall roof repairs | 94,727 | General Revenues |
| Total | \$ 152,339 | |



Fire Department

| Event Description | Amount | Funding Source |
|-----------------------------|-------------------|------------------|
| Constant Staffing | 200,000 | General Revenues |
| SHSP 2021 Grant | 14,000 | Grant |
| SHSP 2022 Grant | 3,461 | Grant |
| SHSP 2022 Grant | 5,802 | Grant |
| Unexpected Fire Boat Repair | 12,000 | General Revenues |
| Total | \$ 235,263 | |

Police Department

| Event Description | Amount | Funding Source |
|--|-------------------|--------------------------|
| VA Grant | 1,984 | Grant |
| LEL Grants | 7,000 | Grant |
| BVP Grant Reimb | 12,714 | Grant |
| Internet Crimes Against Children (ICAC) Grant | 50,500 | Grant |
| FARO Grant | 21,880 | Grant |
| E-bikes Grant | 31,770 | Grant |
| Police Vehicle hit by drunk driver in September 2023 | 7,000 | General Revenues |
| Tuition reimbursement per contract | 16,000 | Carryover - Fund Balance |
| Vehicle Equipment Carryover | 33,600 | Carryover - Fund Balance |
| Total | \$ 182,448 | |

One-time Budgetary Events:

| Event Description | Amount | Funding Source |
|--|---------------------|----------------|
| Expansion | 2,673,431 | Grant |
| Expansion | 1,164,000 | Fund Balance |
| Expansion | 478,000 | Impact Fees |
| Fire damage building & contents | 350,000 | ICRMP |
| Fire damage vehicles | 365,500 | ICRMP |
| Police Vehicle hit by drunk driver in September 2023 | 17,394 | ICRMP |
| Total | \$ 5,048,325 | |



Streets

| Event Description | Amount | Funding Source |
|-------------------|---------------------|--------------------------|
| Overtime | 23,854 | General Revenues |
| Overlay | 396,106 | Carryover - Fund Balance |
| Overlay | 330,633 | Carryover - Fund Balance |
| 3 Leased Loaders | 722,735 | Lease Proceeds |
| Total | \$ 1,473,328 | |

One-time Budgetary Events:

| Event Description | Amount | Funding Source |
|-------------------|---------------------|--------------------------|
| Remodel | 1,056,028 | Carryover - Fund Balance |
| Total | \$ 1,056,028 | |

Parks

| Event Description | Amount | Funding Source |
|-------------------------------------|------------------|------------------|
| Canfield Sports Complex - well pump | 12,596 | General Revenues |
| Separation Payouts | 75,034 | General Revenues |
| Total | \$ 87,630 | |

Recreation

| Event Description | Amount | Funding Source |
|-------------------|------------------|------------------|
| Separation Payout | 35,227 | General Revenues |
| Total | \$ 35,227 | |

Grand Total General Fund Expenditure Changes **\$ 8,788,835**



All Other Funds

Library

| Event Description | Amount | Funding Source |
|---------------------|-----------------|----------------|
| Grant - Chromebooks | 8,000 | Grant |
| Total | \$ 8,000 | |

Impact Fees

| Event Description | Amount |
|---|-------------------|
| Impact Fee Study | 18,190 |
| Transfer to Wilbur Ramsey Signal Project | 142,300 |
| Transfer to LaCrosse Project | 50,000 |
| Transfer to Government Way Signal Improvement Project | 45,000 |
| Transfer to Police Station Expansion | 478,000 |
| Total | \$ 733,490 |

Street Capital Projects

| Event Description | Amount |
|---|-------------|
| LaCrosse Project | 80,000 |
| Public Transit - Sidewalk Access | 115,000 |
| Government Way Signal Improvement Project | 282,000 |
| Atlas - Kathleen to Newbrook | (477,000) |
| Total | \$ - |



Water Department

| Event Description | Amount |
|--|-------------------|
| MARS test bench recalibration software | 50,000 |
| Meter Replacement - Budgeted in FY23, but purchase completed | 142,408 |
| Total | \$ 192,408 |

Jewett House

| Event Description | Amount |
|--------------------------------|-------------------|
| Garage replacement - carryover | 151,000 |
| Electrical Upgrades | 9,200 |
| Total | \$ 160,200 |

Parks Capital Improvement

| Event Description | Amount |
|--|------------------|
| Parks Capital Improvements - 2022 Children's Pedestrian Safety Grant - Carryover | 22,000 |
| Total | \$ 22,000 |

Wastewater

| Event Description | Amount |
|------------------------------|---------------------|
| Treat. Ops Remodel | 325,000 |
| Solids Building Improvements | 1,200,000 |
| Sewer Replacement | 305,000 |
| Total | \$ 1,830,000 |

UPDATES TO
EXPENDITURES
- ALL OTHER
FUNDS

| | |
|---------------------------------|---------------|
| Grand Total Expenditure Changes | \$ 11,734,933 |
|---------------------------------|---------------|

COUNCIL
Q&A / DISCUSSION



ORDINANCE NO. ____
COUNCIL BILL NO. 24-1015

AN ORDINANCE AMENDING ORDINANCE 3719, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, APPROPRIATING THE SUM OF \$142,245,550, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D’ALENE IN THE SUM OF \$11,734,933; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3719, Ordinance of the City of Coeur d’Alene, be and the same is hereby amended to read as follows:

That the sum of \$142,245,550, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d’Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2023.

Section 2

That Section 2 of Ordinance 3719; Ordinances of the City of Coeur d’Alene be and the same is hereby amended to read as follows:

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

| | FY 2023-24 BUDGET | FY 2023-24 AMENDED BUDGET |
|-----------------------------------|------------------------------|--|
| GENERAL FUND EXPENDITURES: | | |
| Mayor and Council | \$276,433 | \$276,433 |
| Administration | 243,758 | \$243,758 |
| Finance Department | 1,561,709 | \$1,610,634 |
| Municipal Services | 2,594,685 | \$2,952,428 |
| Human Resources | 499,205 | \$499,205 |
| Legal Department | 1,380,913 | \$1,492,492 |
| Planning Department | 809,813 | \$809,813 |
| Building Maintenance | 701,812 | \$854,151 |
| Police Department | 21,930,655 | \$27,161,428 |
| Fire Department | 13,587,337 | \$13,822,600 |

| | | |
|---|----------------------|----------------------|
| General Government | 2,019,067 | \$2,019,067 |
| Streets and Engineering | 7,241,065 | \$9,770,421 |
| Parks Department | 3,012,992 | \$3,100,622 |
| Recreation Department | 829,325 | \$864,552 |
| Building Inspection | 1,146,742 | \$1,146,742 |
| TOTAL GENERAL FUND EXPENDITURES: | <u>\$57,835,511</u> | <u>\$66,624,346</u> |
| | FY 2023-24 | FY 2023-24 |
| | BUDGET | AMENDED |
| | | BUDGET |
| SPECIAL REVENUE FUND EXPENDITURES: | | |
| Library Fund | \$2,058,968 | \$2,066,968 |
| Community Development Block Grant | 389,963 | \$389,963 |
| Impact Fee Fund | 63,000 | \$796,490 |
| Parks Capital Improvements | 710,060 | \$732,060 |
| Annexation Fee Fund | 520,000 | \$520,000 |
| Cemetery Fund | 365,309 | \$365,309 |
| Cemetery Perpetual Care Fund | 4,500 | \$4,500 |
| Jewett House | 28,615 | \$188,815 |
| Reforestation/Street Trees/Community Canopy | 120,000 | \$120,000 |
| Public Art Funds | 239,500 | \$239,500 |
| TOTAL SPECIAL FUNDS: | <u>\$4,499,915</u> | <u>\$5,423,605</u> |
| ENTERPRISE FUND EXPENDITURES: | | |
| Street Lighting Fund | \$760,200 | \$760,200 |
| Water Fund | 14,471,783 | \$14,664,191 |
| Wastewater Fund | 27,832,627 | \$29,662,627 |
| Wastewater Property Management | | |
| Water Cap Fee Fund | 3,000,000 | \$3,000,000 |
| WWTP Cap Fees Fund | 3,499,100 | \$3,499,100 |
| Sanitation Fund | 5,315,582 | \$5,315,582 |
| City Parking Fund | 1,778,929 | \$1,778,929 |
| Drainage | 2,594,890 | \$2,594,890 |
| TOTAL ENTERPRISE EXPENDITURES: | <u>\$59,253,111</u> | <u>\$61,275,519</u> |
| FIDUCIARY FUNDS: | \$3,447,200 | \$3,447,200 |
| CAPITAL PROJECTS FUNDS: | 4,598,573 | \$4,598,573 |
| DEBT SERVICE FUNDS: | 876,307 | \$876,307 |
| GRAND TOTAL OF ALL EXPENDITURES: | <u>\$130,510,617</u> | <u>\$142,245,550</u> |

Section 3

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

Section 4

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 17, 2024.

APPROVED by this Mayor this 17th day of September, 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D' ALENE ORDINANCE NO. _____

ANNUAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2023 2024

AN ORDINANCE AMENDING ORDINANCE 3719, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, APPROPRIATING THE SUM OF \$142,245,550, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$11,734,933; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Annual Appropriation Amendment for Fiscal Year 2023 - 2024, 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 17th day of September, 2024.

Randall R. Adams, City Attorney

CITY COUNCIL STAFF REPORT

FROM: MIKE BEHARY, ASSOCIATE PLANNER

DATE: SEPTEMBER 17, 2024

SUBJECT: ZC-3-22: A ZONE CHANGE FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) AND C-17 (COMMERCIAL AT 17 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE), AND APPROVAL OF A DEVELOPMENT AGREEMENT

LOCATION: PROPERTY LOCATED AT 3404 W SELTICE WAY, COMMONLY KNOWN AS RIVER'S EDGE APARTMENTS

OWNER:
River's Edge Apartments, LLC
1402 Magnesium Road, Suite 202
Spokane, WA 99217

APPLICANT:
Whipple Consulting Engineers, Inc.
21 Pines Road
Spokane Valley, WA 99206

DECISION POINT:
Should Council approve a zone change from R-12 and C-17 to R-17 on +/- 20.59 acres, and approve a Development Agreement for the River's Edge Apartment project between the applicant and the City.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission (the "Commission") considered this zone change request on December 13, 2022. In a unanimous vote, the Commission recommended that Council approve the zone change request. *See Attachment 1 for the Commission's Findings of Fact.*

LOCATION MAP:



DEVELOPMENT AGREEMENT INFORMATION:

The applicant has been working with the City Attorney, City Administrator, and Planning Department on a Development Agreement for the River's Edge Apartments project that is located on the subject site. The Development Agreement provides necessary information on how the property will be developed and when certain items must be completed. The Development Agreement requires Council approval.

HISTORY:

The applicant's property was annexed into the City in early 2014 with C-17 and R-12 zoning. The initial PUD and Subdivision requests for the project were approved in 2019 under items PUD-2-19 and S-2-19.

In 2020, the applicant and City successfully completed a land swap that allowed the applicant to incorporate the City's 3.6-acre property that bisected the applicant's property into their overall development and allowed the City to incorporate the applicant's property along Seltice Way into the overall Atlas Mill development.

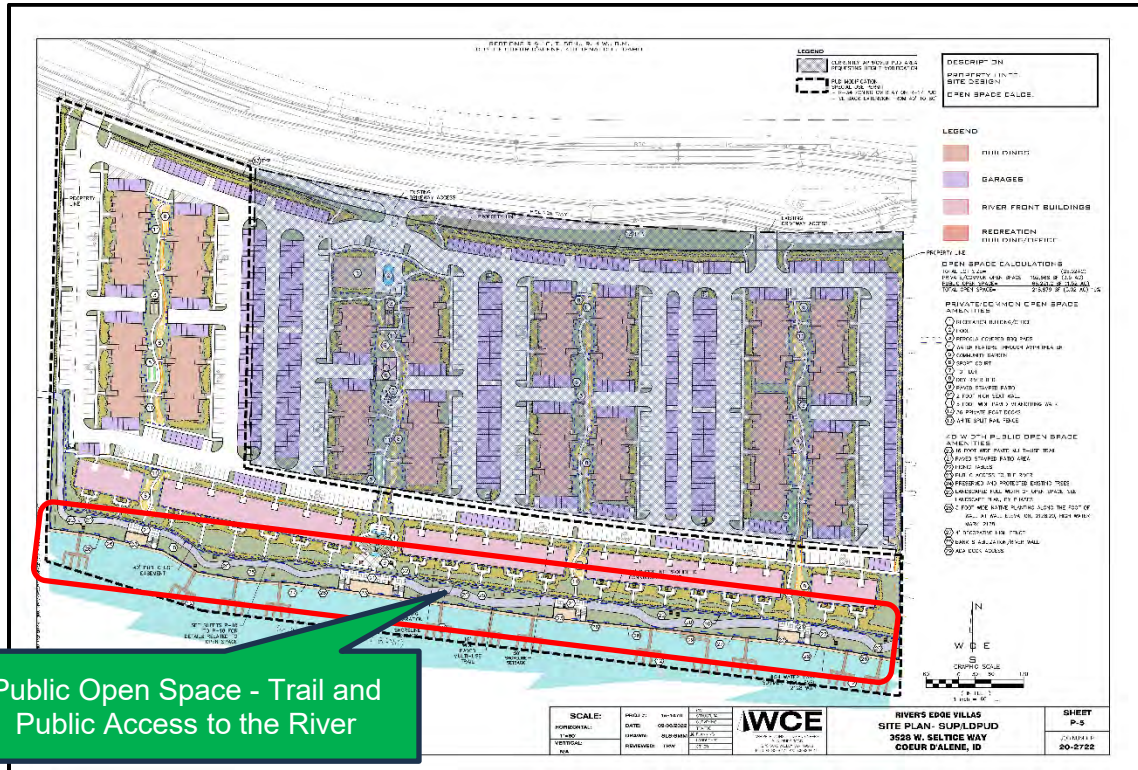
Following the land swap, the applicant obtained approval for a 384-unit apartment facility, 431 mini storage units, and 28 single family residential lots along the river. The Commission approved the PUD, Special Use Permit (Density increase to R-34 on the City's 3.6 acres tract), and Subdivision. Those project approvals allowed the applicant to move forward with an apartment complex on a portion of the property.

In 2022, the applicant obtained approval from the Commission for a modification to the PUD, contingent upon the Council approving this requested zone change (ZC-3-22). If this zone change is approved, the project design (per the PUD approval) will remove the 431 unit mini-storage facility and the 28 single-family residential lots along the river and replace them with 296 multi-family units, public open space, and a 16-foot-wide trail for the full length of the property, approximately 1,600 feet long, adjacent to the river. The applicant is currently in the final stages of construction on the first phase of the apartment project. The current request would allow applicant to move into phase two of the project. *See current PUD Site Plan (2022) below on page 3.*

The trail along the river will allow for active and passive recreation. It will be owned and maintained by the applicant, and will have a public access easement to allow public use of the trail and provide access to the river at four access points. The trail along the shoreline will connect to the trail within the Atlas Waterfront project to the east and the future trail through Mill River to the west.

The applicant has agreed that it will make available at least five percent (5%) of the proposed new units for persons who are making, at the time the lease is signed, one hundred percent (100%) of Kootenai County's Area Median Income (AMI) for a four-person household.. This commitment is for five (5) years. The applicant will provide an annual report to the Planning Department regarding this housing.

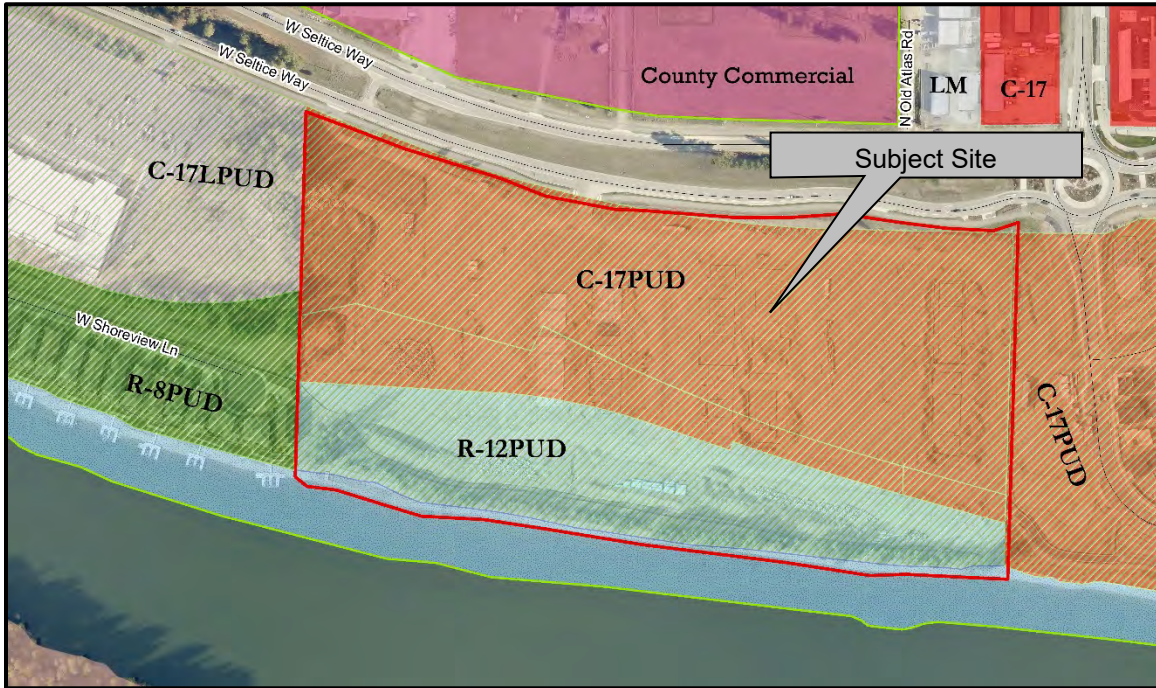
SITE PLAN: (2022) PUD – As approved by Planning and Zoning Commission – (this Site Plan is contingent upon City Council’s approval of this zone change request)



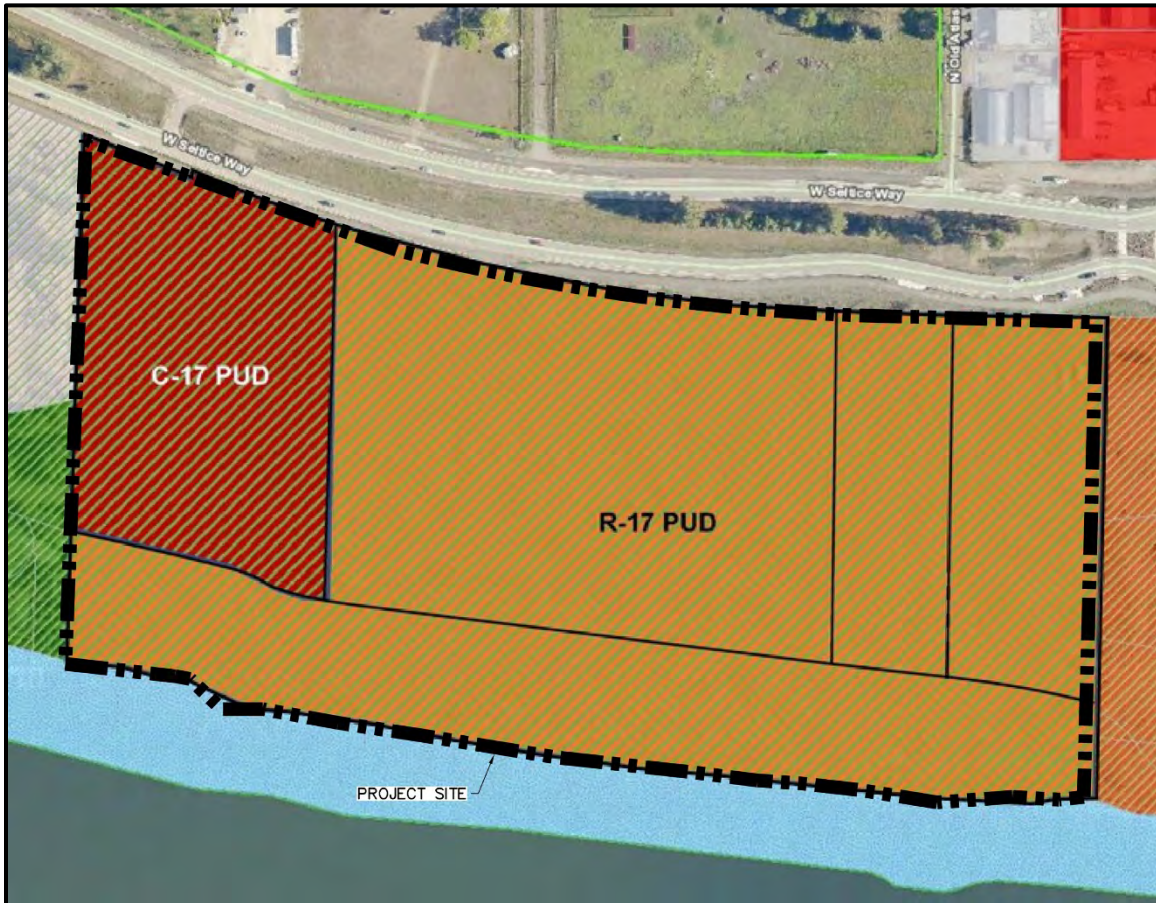
ZONE CHANGE INFORMATION:

The applicant is proposing a zone change from R-12 to R-17 on +/- 7.5 acres and to down zone +/-13.09 acres from C-17 to R-17. As shown, the majority of the site would be zoned R-17, if this request is approved, and only a small portion of C-17PUD would remain. See *proposed Zoning Map on Page 4*.

AERIAL PHOTO: EXISTING ZONING



APPLICANT'S EXHIBIT OF PROPOSED ZONE CHANGE:



FINDINGS OF FACT:

- A1.** All public hearing notice requirements have been met for item ZC-3-22.
- Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The notice was published in the Coeur d'Alene Press on August 31, 2024, seventeen days prior to the hearing.
 - Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on August 30, 2024, eighteen days prior to the hearing.
 - Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). Fifty-three (53) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on August 29, 2024.
 - Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts on August 29, 2024, nineteen days prior to the hearing.
 - Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b). The Notice was sent to pipeline companies providing services within 1,000 feet of the subject property on August 29, 2024.
- A2.** Public testimony was received at a public hearing on September 17, 2024.
- A3.** The subject property has multifamily apartments on a portion of it. The remainder is vacant. The subject site is 25.78 acres in area.
- A4.** The subject site is currently zoned R-12PUD and C-17PUD and was annexed into the City in 2014 in item A-1-13.
- A5.** The surrounding uses are a mix of commercial and residential. The site is adjacent to multi-family apartments and a mixed use commercial and residential neighborhood known as Atlas Waterfront located to the east. To the south is the Spokane River. To the west are single family homes within the Mill River neighborhood and the Heritage Health facility. To the north is the Coeur d'Alene Hockey Academy facility, Frontier Ice Arena, and a single family home associated with a large agricultural property.
- A6.** The Comprehensive Plan designates the subject site to be in the Planned Development place type. Compatible zoning for properties in this Place Type is not applicable. Planned developments may occur within any zoning district.

- A7.** 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.
- A8.** According to the Comprehensive Plan, Planned Development places are locations that have completed the planned unit development application process. As part of that process, the City and the applicant have agreed to a determined set of complementary land uses that can include a number of Place Types. Large scale Planned developments often have a determined phasing and development plan and may include land uses such as housing, recreation, commercial centers, civic, and industrial parks, all within one contained development or subdivision. Building design and scale, transportation, open space, and other elements are approved through the City of Coeur d'Alene's PUD evaluation process.
- A9.** The Planning and Zoning Commission identified Comprehensive Plan goals and objectives that support the request (see pages 8 and 9 of this staff report). The City Council will need to consider the Comprehensive Plan goals and objectives in their decision. *See the Attachment 2 for the full list of Comprehensive Plan goals and objectives.*
- A10.** City utilities are available to serve the project site. All departments have indicated the ability to serve the project with the additional conditions as stated at the end of the report.
- A11.** The subject property is higher along Seltice Way and slopes downward toward the Spokane River to the south. There is an approximately thirty foot elevation drop on the overall property.
- A12.** The subject property is bordered by Seltice Way to the north, which is a principal arterial connecting the cities of Coeur d'Alene and Post Falls. Although Seltice Way is currently operating at an acceptable Level of Service and the proposed development will not cause excessive congestion, future traffic levels forecasted by KMPO and referenced in the Trip Generation and Distribution Letter show that congestion levels by 2035 will reach undesirable levels even without this proposed development. This is due to regional growth that has been focused in the west and northwest areas of the City, as well as limited travel corridors available into Coeur d'Alene. The Streets & Engineering Department has no objection to the proposed development, but requests a Traffic Mitigation Plan be funded by the applicant to identify congestion mitigation measures that can be funded by development impact fees prior to reaching the forecasted congestion levels.
- A13.** The applicant has indicated that, if this zone change request is approved, he will build according to the PUD site plan that was approved in 2022, which consists of removing the 431 unit mini-storage facility and the 28 single-family residential lots along the river from the project and replace it with 296 multi-family units, public open space, and a 16-foot wide trail adjacent to the river that allows the public access to the river.
- A14.** The Planning and Zoning Commission considered this zone change request on December 13, 2022. In a unanimous vote of 6-0 they recommended that City Council approve the zone change request including the 28 conditions. The Planning and Zoning Commission found that the proposed development would not negatively affect the surrounding neighborhood in terms traffic, neighborhood character, and existing land uses. The Planning and Zoning Commission found that the zoning is compatible with the surrounding zoning and uses.

ZC-3-22 ZONE CHANGE FINDINGS:

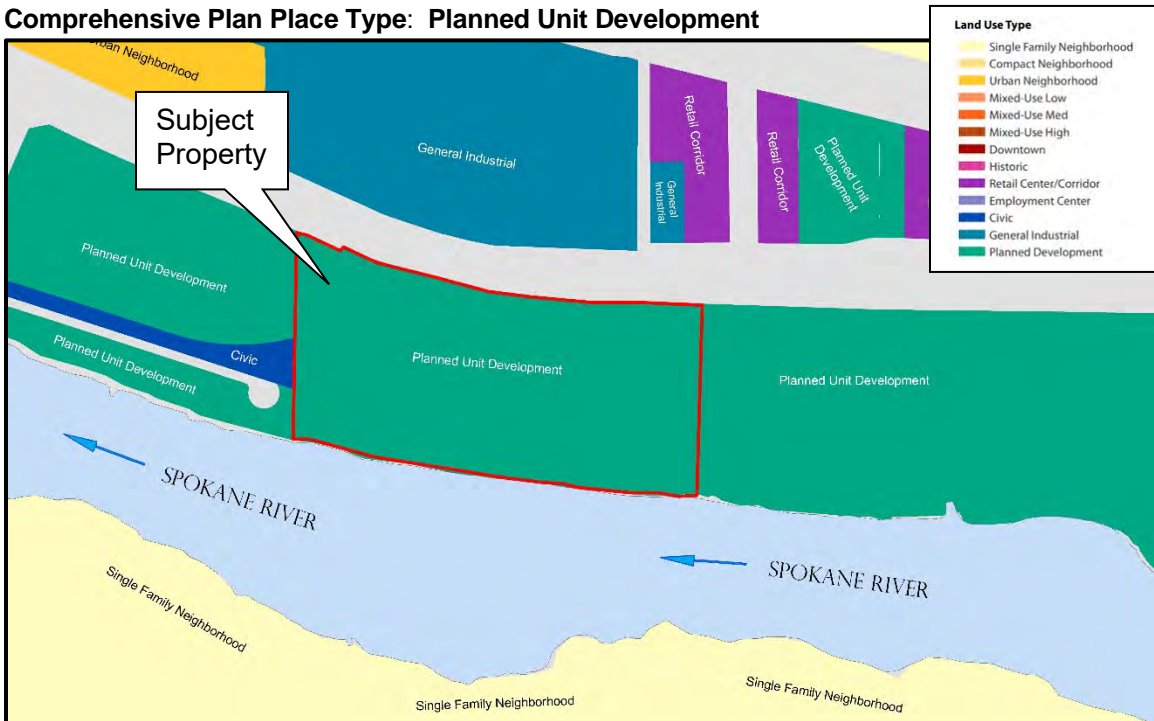
REQUIRED FINDINGS FOR A ZONE CHANGE:

Finding B1: That this proposal (is) (is not) in conformance with the Comprehensive Plan.

2042 COMPREHENSIVE PLAN- LAND USE CATEGORY:

- The subject property is within the existing city limits.
- The City Comprehensive Plan designates the subject site to be in the Planned Development place type.

Comprehensive Plan Place Type: Planned Unit Development



PLACE TYPE: Planned Development

Planned Development places are locations that have completed the planned unit development application process. As part of that process, the City and the applicant have agreed to a determined set of complementary land uses that can include a number of Place Types. Large scale Planned developments often have a determined phasing and development plan and may include land uses such as housing, recreation, commercial centers, civic, and industrial parks, all within one contained development or subdivision. Building design and scale, transportation, open space, and other elements are approved through the City of Coeur d'Alene's PUD evaluation process.

Comprehensive Plan: Public Access to Shorelines

Shorelines are a community benefit and they must be protected. To ensure preservation, the City has an ordinance that protects, preserves, and enhances our visual resources and public access by establishing limitations and restrictions on specifically defined shoreline property located within city limits. The proposed development will allow for public access to the shoreline along the entire length of the property.

Comprehensive Plan: Public Trail along Shoreline

The proposed trail will fit within the City’s planned locations for trails along the Spokane River.

2042 Comprehensive Goals and Objectives that may 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 1.1

Manage shoreline development to address stormwater management and improve water quality.

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 1.5

Recognize neighborhood and district identities.

OBJECTIVE GD 1.7

Increase physical and visual access to the lakes and rivers.

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.

The Comprehensive Plan speaks to housing in seven action items and several goals and objectives. The applicant has made a commitment to allocating 5% of the new units for workforce housing at the Area Median Income for five years, which is outlined in the Development Agreement. The plan also speaks to diverse recreation options, multimodal transportation, and physical and visual access to the river. The Development Agreement also addresses the 16-foot trail and public access to the water.

Evaluation: *City Council must determine, based on the information before them, whether the Comprehensive Plan does or does not support the request. Specific ways in which the goals, objectives and Place Type is or is not supported by this request should be stated in the finding.*

Finding B2: **That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

STORMWATER:

The City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. Development of the subject property will require that all new storm drainage be retained on site. This issue will be addressed at the time of plan review and site development of the subject property.

- Submitted by Chris Bosley, City Engineering

STREETS:

The subject property is bordered by Seltice Way to the north, which has been recently reconstructed to City standards. No alterations will be required. Streets & Engineering has no objections to the proposed zone change.

- Submitted by Chris Bosley, City Engineer

WATER:

There is adequate capacity in the public water system as a whole to support domestic, irrigation and fire flow for the proposed zone change. There is an existing 12 inch and eight inch water infrastructure recently installed on the project including fire hydrants and services. The Water Department has no objections to the zone change as proposed.

-Submitted by Terry Pickle, Water Department Director

PARKS:

The 2017 Trails and Bikeways Master Plan requires a shared use path located along the north side of the Spokane River. The property owner will have to maintain all the landscaping, beaches, amphitheater and docks in the proposal. The City will plow snow and sweep/blow the surface of the trail on a regular basis.

The asphalt mix used in the trail should have 3/8-inch rock instead of the typical 3/4-. This is referred to as driveway mix and provides a smoother surface for bicycles, wheelchairs, skateboards, rollerblades and strollers. Our standards require 4 inches of compacted gravel and 2 inches of asphalt.

It is also helpful to sterilize the surface under where the trail will go to prevent weeds from growing through and damaging the trail. The Parks Department has no objection to the zone change as proposed.

-Submitted by Monte McCully, Trails Coordinator

WASTEWATER:

City sewer is already on this site from the east end of Shoreview Lane and through this parcel to the east at Atlas Waterfront.

Sewer Policy #719 requires a 20' wide utility easements (30' if shared with Public Water) or R/W dedicated to the city for all city sewers. Sewer Policy #719 requires an "All-Weather" surface permitting O&M access to the city sewer. City Resolution 14-025 requires all EDUs within the Mill River Lift Station Sewer Service Area to pay into the capacity system upgrades to the Mill River Lift Station. Sewer Policy #716 requires all legally recognized parcels within the City to be assigned with a single (1) public sewer connection.

The Applicant shall be responsible for all O&M of the private sewer. The City of CDA will not be financially obligated for any O&M costs associated with a private sewerage system. Idaho Code §39-118 requires IDEQ or QLPE to review and approve public infrastructure plans for construction.

-Submitted by Larry Parsons, Utility Project Manager

FIRE:

The Fire Department works with the Engineering and Water 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 building permit or during site development, and building permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The City of Coeur d'Alene Fire Department can address all concerns at site and building permit submittals. The Fire Department has no objection to the zone change as proposed.

-Submitted by Bobby Gonder, Fire

POLICE:

The police department has indicated that any development may require an increase in personnel, but that will be handled through the City's budgeting process. The police department does not object to this project.

-Submitted by Lee White, Chief of Police

It should be noted that these comments are addressed in the conditions and the Development Agreement, which have been agreed to by the applicant.

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

Finding B3: **That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.**

PHYSICAL CHARACTERISTICS:

The subject property is higher along Seltice Way and slopes downward toward the Spokane River to the south. There is an approximately thirty foot elevation drop on the overall property. There are no topographical or other physical constraints that would make the subject property unsuitable for the zone change request. *See site photos that are provided below and on the next few pages.*

SITE PHOTO - 1: North central part of property looking west along the trail next to Seltice Way.



SITE PHOTO - 2: North central part of property looking southwest.



SITE PHOTO - 3: Central part of property looking north toward the apartment's clubhouse.



SITE PHOTO - 4: Central part of property looking south.



SITE PHOTO - 5: South central part of property looking west.



SITE PHOTO - 6: South central part of property looking east.



SITE PHOTO - 7: South central part of property looking south toward river.



SITE PHOTO - 8: Southeast part of property looking southeast toward Atlas Waterfront along river.



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

Finding B4: **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 Seltice Way to the north, which is a principal arterial connecting the cities of Coeur d'Alene and Post Falls. According to the November 1, 2022 Trip Generation and Distribution Letter by Whipple Consulting Engineers, over 1000 additional trips per day could be generated by proposed modification to the development at full build-out. This results in approximately an additional 94 AM and 50 PM peak hour trips. Although Seltice Way is currently operating at an acceptable Level of Service and the proposed development will not cause excessive congestion, future traffic levels forecasted by KMPO and referenced in the Trip Generation and Distribution Letter show that congestion levels by 2035 will reach undesirable levels even without this proposed development. This is due to regional growth that has been focused in the west and northwest areas of the City, as well as limited travel corridors available into Coeur d'Alene. The Streets & Engineering Department has no objection to the proposed development, but requests a Traffic Mitigation Plan be funded by the applicant to identify congestion mitigation measures that can be funded by development impact fees prior to reaching the forecasted congestion levels. The engineering firm performing the Traffic Mitigation Plan will be chosen by the City from the City's approved on-call consultant list.

-Submitted by Chris Bosley, City Engineering

NEIGHBORHOOD CHARACTER:

The subject property is located in a commercial, residential, and mixed use area. To the east is the Atlas Waterfront project, which is a mixed use development with single family, multifamily, townhomes and some commercial uses. Construction is well underway in the Atlas Waterfront neighborhood. The first phase of the River's Edge project, as approved in 2020, is currently in the final stages of construction. Phase two is contingent upon the zone change request and Development Agreement.

SURROUNDING LAND USES AND ZONING:

There is a pedestrian trail that parallels the river in the Atlas Waterfront mixed-use development and is proposed to continue through the subject site along the river through the whole length of the applicant's property. This is an active and passive recreational use that is used significantly by the public.

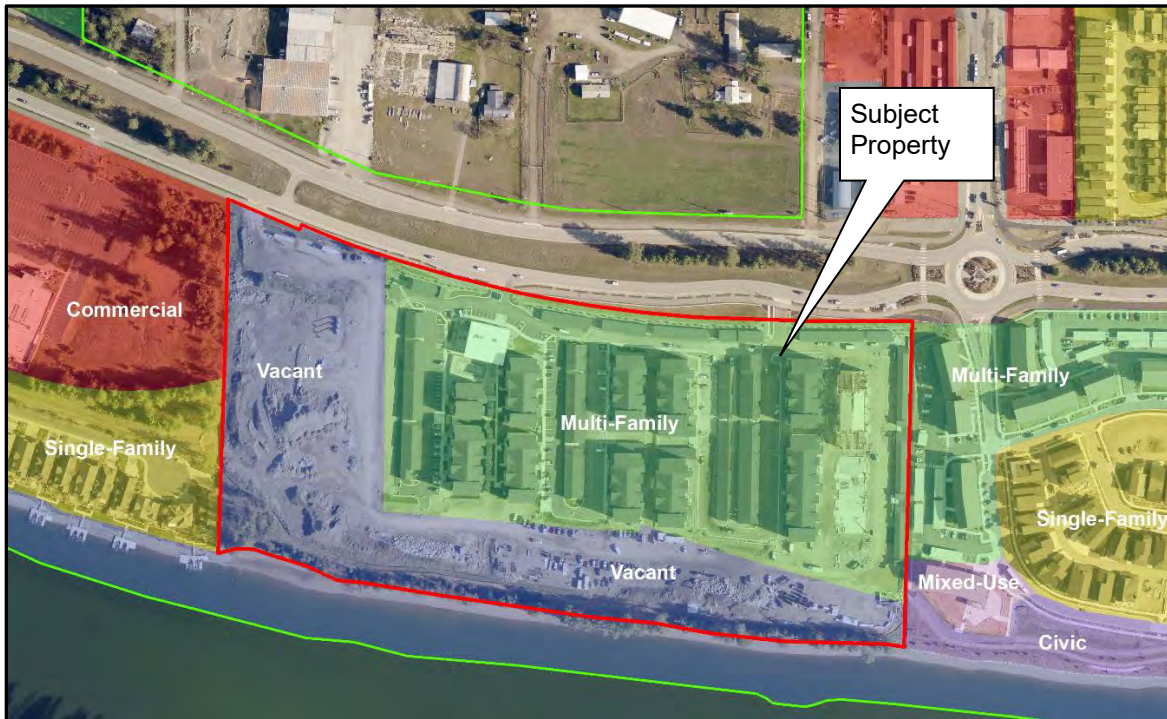
The properties along the north side of Seltice Way have residential and commercial uses on them with commercial zoning that is in the County. The properties to the west have commercial and single family dwellings on them and are zoned R-8PUD and C-17LPUD. The Atlas Waterfront property to the east is a mixed use development and is zoned C-17PUD.

Seltice Way, which runs along the applicant overall property along the northern boundary, has been upgraded to include a roundabout at the Atlas intersection and the applicant has three access points at which will provide access to the northwestern portion of the property.

The Spokane River runs along the southern edge of the property. The river is primarily used for recreational activities and has the Navigable Water Zoning District designation.

See Generalized Land Use Map below on page 17.

GENERALIZED LAND USE PATTERN:



Approval of the zone change request would allow the uses by right in R-17, although the applicant is also requesting a modification of the PUD that will lock in the use per the PUD requirements and conditions.

Proposed R-17 Zoning District:

The R-17 district permits a mix of housing types at a density not greater than seventeen (17) units per gross acre. This district permits single-family detached housing and duplex housing. This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low-density residential districts.

Principal permitted uses in an R-17 district are:

- Administrative
- Childcare facility
- Community education
- Duplex housing
- Essential service
- Home occupation
- Multiple-family
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing as specified by the R-8 district

Permitted uses by special use permit in an R-17 district are:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded, the establishment which it is to serve; this is not to be used for the parking of commercial vehicles
- Boarding house
- Commercial film production

- Commercial recreation
- Community assembly
- Community organization
- Convenience sales
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders' facility
- Ministorage facilities
- Mobile home manufactured in accordance with section 17.02.085 of this title
- Noncommercial kennel
- Nursing/convalescent/rest homes for the aged
- Rehabilitative facility.
- Religious assembly
- Residential density of the R-34 district as specified
- Three (3) unit per gross acre density increase
- Religious assembly
- Retail gasoline sales
- Single-family detached housing (as specified by the R-8 district)
- Specialty retail sales
- Veterinary office

Maximum height in an R-17 District are 32 feet for single-family housing and duplexes, and detached accessory buildings; and 45 feet for multiple-family housing and other permitted uses. Setbacks and parking are established by the Zoning Ordinance.

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

Additional Information on the River's Edge PLANNED UNIT DEVELOPMENT

A comparison of what was approved in the 2020 PUD (PUD-2-19m) and what was approved in 2022 in item PUD-2-19m.2, which is subject to City Council approval of ZC-3-22, is provided below:

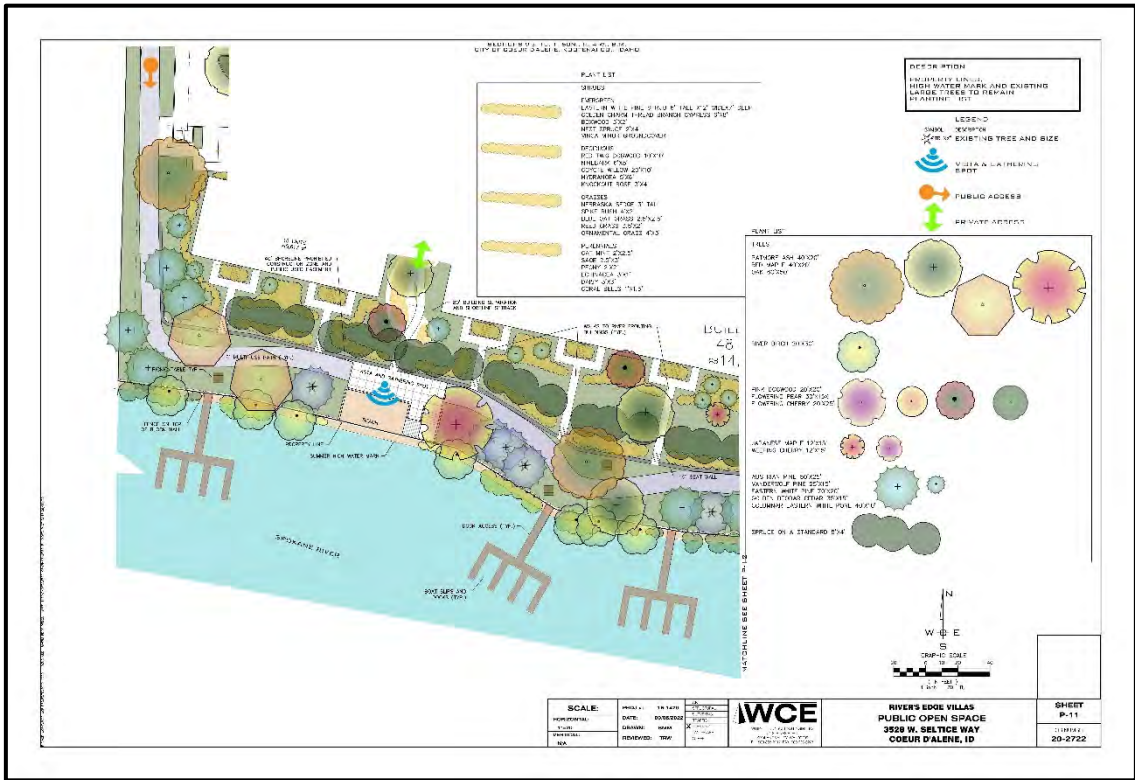
| <u>Item</u> | <u>PUD-2-19m (2020)</u> | <u>PUD-2-19m.2 (2022)</u> |
|-----------------------------|-------------------------|---------------------------|
| <i>Apartment Units</i> | 384 | 680 |
| <i>Mini Storage Units</i> | 431 | 0 |
| <i>SFD Residential Lots</i> | 28 | 0 |
| <i>Open Space</i> | 13.6 % | 19.3 % |
| <i>Total Acres</i> | 25.92 | 25.92 |
| <i>Trail Along River</i> | No | Yes |

Open Space:

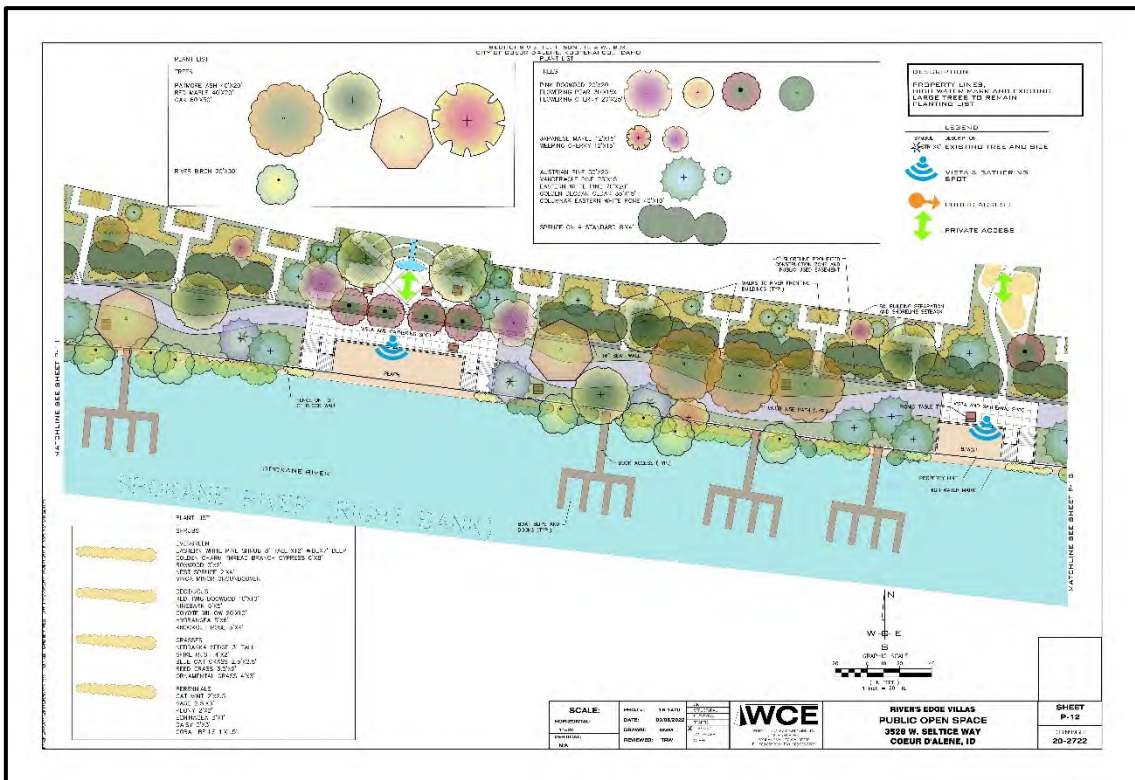
The applicant is including both public and private open space areas as part of this project. The applicant's proposed project will have a total of 5.02 acres of open space (19.3%) that will consist of 3.5 acres of private open space associated with the apartment complex and 1.52 acres of public open space associated with the pedestrian trail and four public access points located along the river. The Code requires a minimum of 10% open space, which could all be private. .

The proposed 16-foot wide multipurpose trail will have connections to the trail along the shoreline that will connect to the east to the Atlas Waterfront project and also connect to a future trail to the west through Mill River. There will also be a sidewalk connection from the trail along Seltice Way to the proposed trail along the river.

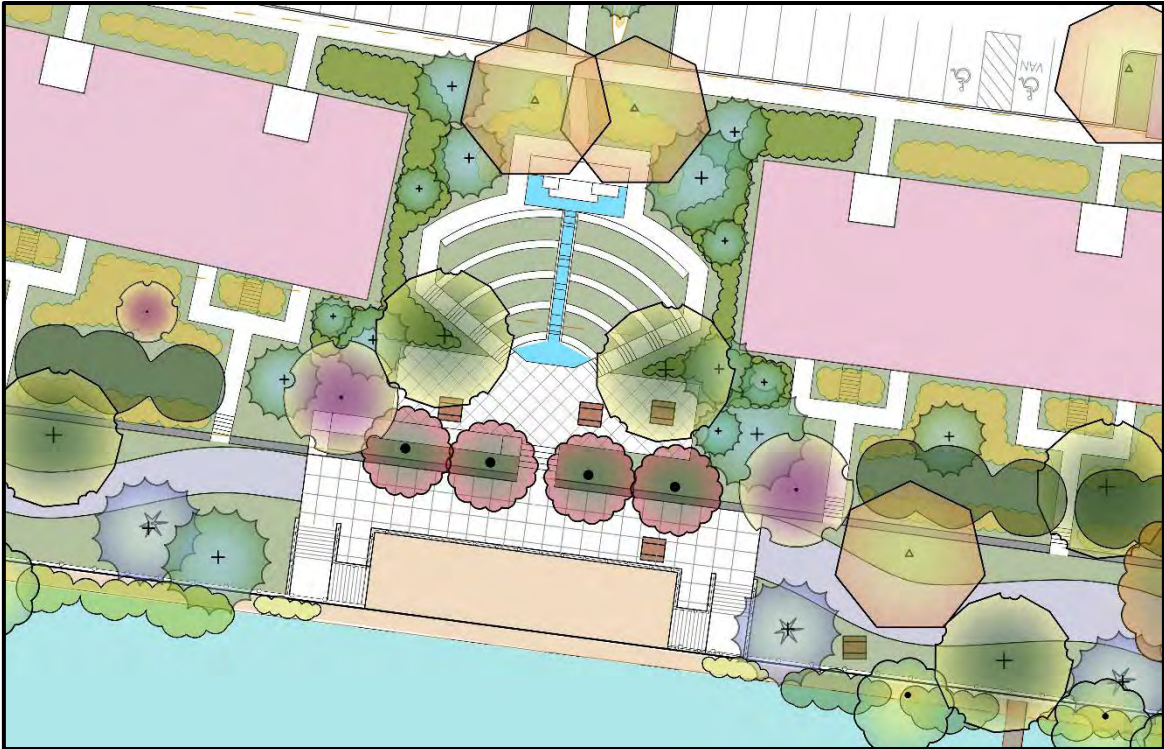
OPEN SPACE DETAILS - 1:



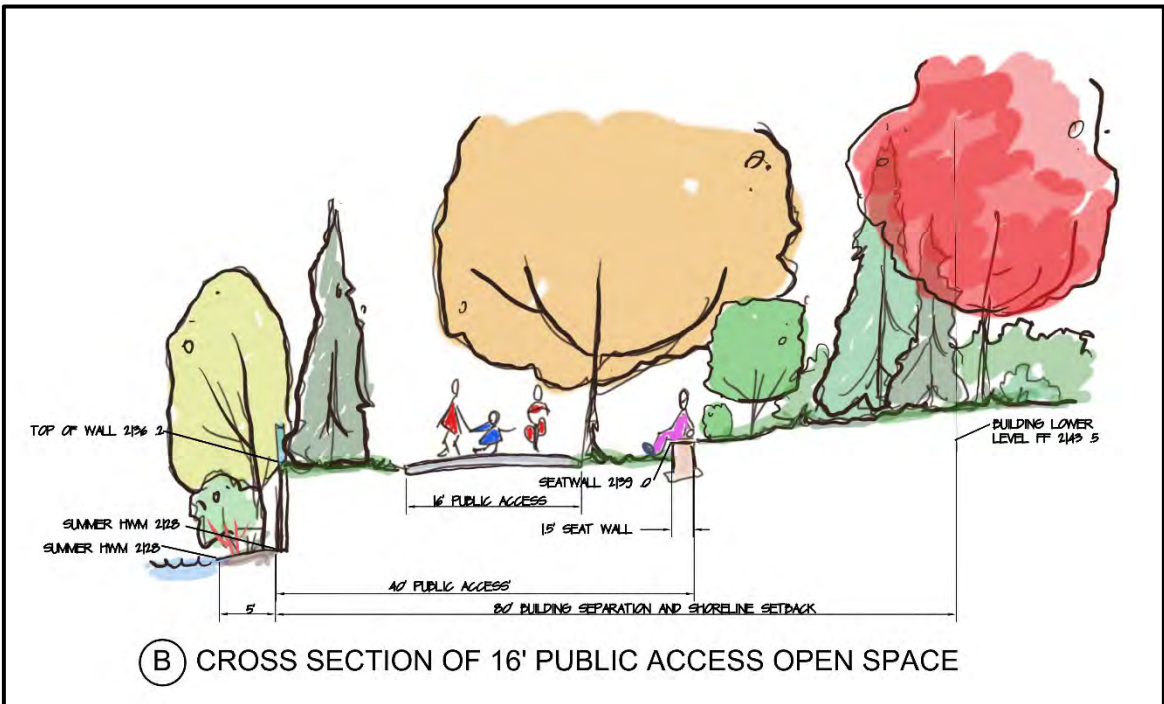
OPEN SPACE DETAILS - 2:



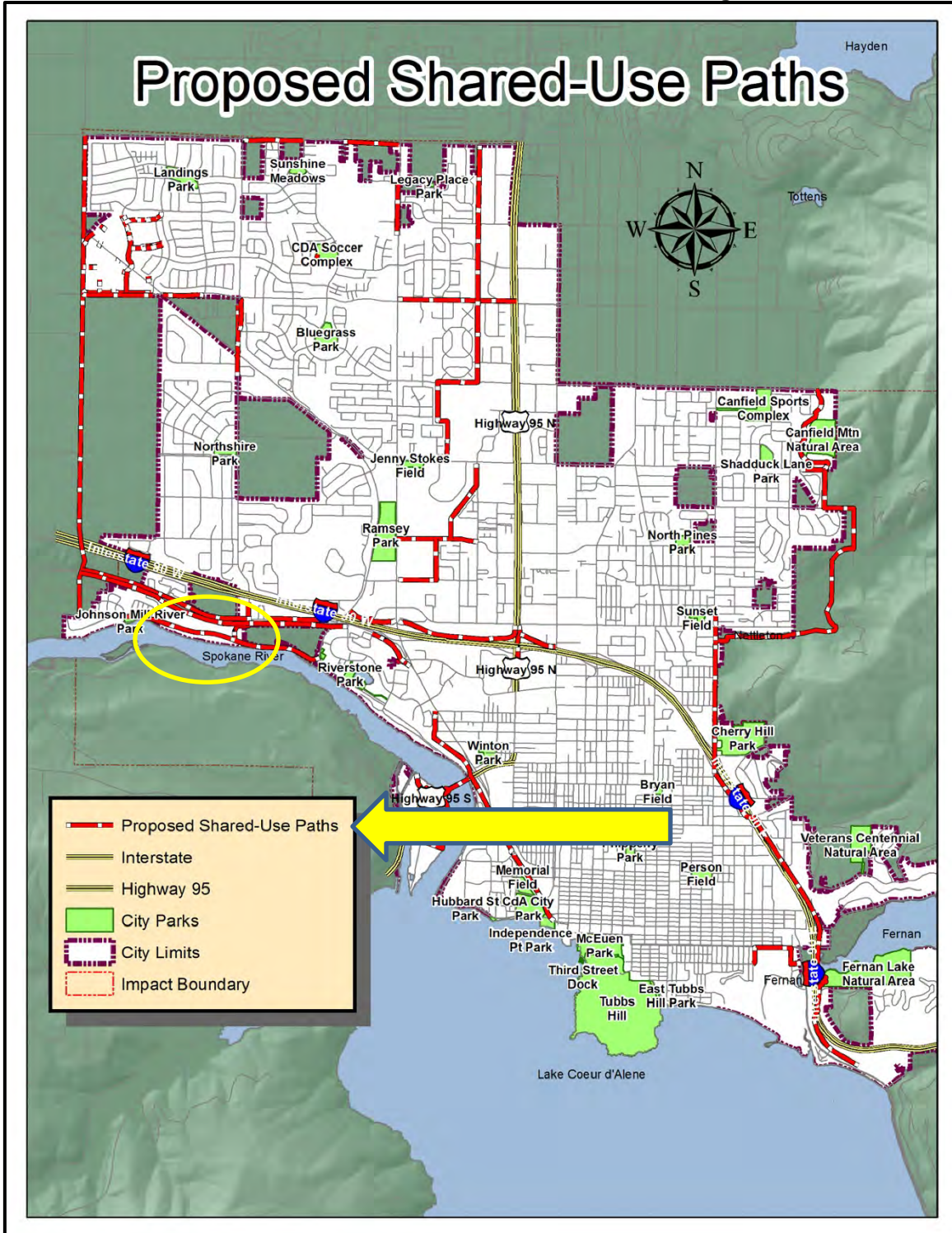
OPEN SPACE DETAILS - 3:



OPEN SPACE DETAILS - 4:



2017 TRAILS AND BIKEWAYS MASTER PLAN: Shared Use Path along River:



PROPOSED CONDITIONS FOR ZC-3-22:

The following conditions have been approved by the applicant and are included in the Development Agreement.

- 1) The PUD requested in PUD-2-19m2 is only valid if the Special Use Permit (SP-5-22) is approved by the Planning and Zoning Commission and the Zone Change (ZC-3-22) is approved by City Council.
- 2) A Lighting Plan must be submitted as part of the building permits for any new apartment buildings indicating full cut off lighting.
- 3) If docks are to be constructed, the Fire Department will require access to the docks including a standpipe system.
- 4) The Idaho Department of Lands will need to review and approve any dock permits.
- 5) Any additional water service will require cap fees due at time of building permitting.
- 6) Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
- 7) Dead-end fire apparatus access roads over 150 feet in length requires FD approved turn-around. Turning radiuses for FD is 25' interior and 50' exterior.
- 8) Temporary Street signs and Address's shall be installed until permanent signs/address are installed.
- 9) FD access streets designed to hold an imposed load of 75,000 lbs. Minimum FD access width is 20' and 26' with a hydrant.
- 10) Trees are prohibited to be planted over HARSB sewer outfall pipe line easement.
- 11) A Traffic Mitigation Plan should be funded by the applicant per the Development Agreement
- 12) Soften the 90 degree "sharp" turn in the trail on the western edge of the property.
- 13) Use 'Driveway Mix' asphalt in the construction of the trail.
- 14) Sterilize the ground with herbicide before laying down gravel and asphalt.
- 15) Maintain landscaping and amenities into perpetuity; PROVIDED, In the event of catastrophic flooding which damages the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas, the parties agree to work together to effectuate repairs as expeditiously as possible. While this agreement cannot constitutionally bind a City Council to the expenditure of funds beyond the current fiscal year, it is the intent of the City to use its best efforts to assist the Owner in repairing the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas in the event of damages caused by catastrophic flooding. Further, the City will be responsible for plowing snow from the trail and sweeping/blowing the surface of the trail on a regular basis.
- 16) Wastewater requires hydraulic modeling of the Mill River Sewer Pump Station per the Development Agreement.
- 17) The Subject Property is within the City of Coeur d'Alene and in accordance with the 2013 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this PUD request as proposed but any increase in

density will require hydraulic modeling of the added PUD sewer flows into the Mill River Pump Station.

- 18) A utility easement or R/W for the public sewer shall be dedicated to the City prior to building permits.
- 19) An unobstructed City approved "all-weather" access shall be required over all city sewers.
- 20) Payment of the Mill River Lift Station Surcharge Fee shall be required on all building permits.
- 21) This PUD shall be required to comply with the City's One Lot-One Lateral Rule.
- 22) All sewerage lines beyond and upstream of the public sewer connection shall be privately owned and maintained by the PUD's Owner at no cost to the City.
- 23) All public sewer plans require IDEQ or QLPE Approval prior to construction.
- 24) The Owner agrees to make available, for persons who are making, at the time the lease is signed, One hundred percent (100%) of Kootenai County's Area Median Income (AMI) for a four-person household, at least five percent (5%) of the proposed two hundred ninety-six (296) new units, meaning no fewer than fifteen (15) units. This commitment shall be for five (5) years commencing when the Certificate of Occupancy for the first building containing such units is issued. The Owner further agrees to provide an annual report to the Planning Department consisting of rent rolls and application data for renters qualifying for these units
- 25) The maximum number of units for the overall project be restricted to 680.
- 26) A portion of the public trail and riverfront open space area(s) along the river shall be completed and installed before occupancy permits are issued for the 85th unit adjacent to the Spokane River. Said portion of the public trail and riverfront open space area(s) shall be completed and installed to the farthest extent of the building in which the 85th unit adjacent to the Spokane River is located, and any other building in which a unit is completed when the occupancy permit for the 85th unit is requested; PROVIDED, the entire public trail and riverfront open space areas shall be completed within thirty-six (36) months of the date the Owner obtains a permit for the seawall, unless the Owner is delayed for reasons beyond the Owner's reasonable control. The Owner shall apply for a permit for the seawall before June 30, 2025, and shall diligently pursue approval of the permit. This time may be extended by the City for good cause shown, which extension shall not be unreasonably denied.
- 27) An Open Space and Public Access easement granted to the City of Coeur d'Alene must be recorded prior to the issuance of the Certificate of Occupancy for the building containing the 85th unit adjacent to the River. The easement shall include the multiuse trail/path that lies adjacent to the Spokane River from the east property line to the west property line and the four (4) public beach areas. The easement shall reserve to the Owner the right to trespass individuals, in accordance with State law, from the Open Space and Public accesses for uses which are outside the scope of the easement to the City, and which are inconsistent with the Owner's development and property rights.
- 28) All modification requests are adhered to, as stated below:
 - Decrease the maximum building height to 55 feet rather than 63 feet as allowed by the R-34;
 - Increase the maximum building height to 55 feet rather than 32 feet within 150 feet of the high-water mark as required by the Shoreline Ordinance;
 - Remove the 431 unit mini-storage facility;
 - Remove the single-family residential units along the Spokane River;

- Replace the single-family residential units 32 feet tall set 40 feet back from the Spokane River with multifamily residential units at a height of 55 feet set 80 feet back from the Spokane River;
- The project would allow for 680 units, and one clubhouse.
- Decrease the maximum number of units to 680 rather than 881 units as allowed in the R-34;
- Allow for the pedestrian trail and open space amenities including docks and dock ramps to be built within 40 of the highwater mark; and
- Decrease the overall density of the project to 26.4 units per acres rather than 34 units per acre.

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
 2017 Coeur d'Alene Trails Master Plan

ACTION ALTERNATIVES:

City Council will need to consider this request and make findings to approve, approve with conditions, deny, or deny without prejudice the requested zone change. The findings worksheet is attached.

City Council will also need to consider the Development Agreement and take action to approve, approve with amendments, reject, or redirect the applicant to work with staff on modifications to the agreement.

Attachments:

Attachment 1 – Planning and Zoning Commission Findings
 Attachment 2 – Comp Plan Objective and Goals

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

ZC-3-22

A. INTRODUCTION

This matter having come before the Planning Commission on, December 13, 2022, and there being present a person requesting approval of ZC-3-22 , a request for a zone change from R-12PUD and C-17PUD to R-17PUD zoning district

APPLICANT: RIVER'S EDGE APARTMENTS, LLC

LOCATION: 3528 & 3404 W. SELTICE WAY

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

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

- B1. That the existing land uses are Residential and Commercial.
- B2. That the Comprehensive Plan Map designation is Planned Development Place type.
- B3. That the zoning is R-12PUD.
- B4. That the notice of public hearing was published on November 19, 2022 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on November 17, 2022, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on December 13, 2022.

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

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 1.1

Manage shoreline development to address stormwater management and improve water quality.

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.

OBJECTIVE GD 1.7

Increase physical and visual access to the lakes and rivers.

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.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report and presentation indicating there were no objections from city departments.

- B10. That the physical characteristics of the site do make it suitable for the request at this time as noted on page 16 of the staff report there are “no topographical or physical restraints”.

- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses based on testimony and staff report and the developer to fund a traffic mitigation study and the zone change for the buildings would be similar to the buildings to the west

C. ORDER: CONCLUSION AND DECISION

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

Special conditions applied are as follows:

- 1) The PUD requested in PUD-2-19m2 is only valid if the Special Use Permit (SP-5-22) is approved by the Planning Commission and the Zone Change (ZC-3-22) is approved by City Council.
- 2) A Lighting Plan must be submitted as part of the building permits for any new apartment buildings indicating full cut off lighting.
- 3) If docks are to be constructed, the Fire Department will require access to the docks including a standpipe system.

- 4) The Idaho Department of Lands will need to review and approve any dock permits.
- 5) Any additional water service will require cap fees due at time of building permitting.
- 6) Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
- 7) Dead-end fire apparatus access roads over 150 feet in length requires FD approved turn-around. Turning radiuses for FD is 25' interior and 50' exterior.
- 8) Temporary Street signs and Address's shall be installed until permanent signs/address are installed.
- 9) FD access streets designed to hold an imposed load of 75,000 lbs. Minimum FD access width is 20' and 26' with a hydrant.
- 10) Trees are prohibited to be planted over HARSB sewer outfall pipe line easement.
- 11) A Traffic Mitigation Plan should be funded by the applicant to identify congestion mitigation measures that can be funded by development impact fees prior to reaching the forecasted congestion levels. The Traffic Mitigation Plan shall be subject to only two intersections, the Seltice-Atlas intersection and the Seltice-Northwest Boulevard intersection. The engineering firm performing the Traffic Mitigation Plan will be chosen by the City from the City's approved on-call consultant list.
- 12) Soften the 90 degree "sharp" turn in the trail on the western edge of the property.
- 13) Use 'Driveway Mix' asphalt in the construction of the trail.
- 14) Sterilize the ground with herbicide before laying down gravel and asphalt.
- 15) Maintain landscaping and amenities into perpetuity
- 16) Wastewater requires hydraulic modeling of the Mill River Sewer Pump Station with the request for increased density.
- 17) The Subject Property is within the City of Coeur d'Alene and in accordance with the 2013 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this PUD request as proposed but any increase in density will require hydraulic modeling of the added PUD sewer flows into the Mill River Pump Station.
- 18) A utility easement or R/W for the public sewer shall be dedicated to the City prior to building permits.
- 19) An unobstructed City approved "all-weather" access shall be required over all city sewers.
- 20) Payment of the Mill River Lift Station Surcharge Fee shall be required on all building permits.
- 21) This PUD shall be required to comply with the City's One Lot-One Lateral Rule.
- 22) All sewerage lines beyond and upstream of the public sewer connection shall be privately owned and maintained by the PUD's Owner at no cost to the City.
- 23) All public sewer plans require IDEQ or QLPE Approval prior to construction.

- 24) That five percent (5%) of the proposed 296 new units be available to people making Coeur d'Alene's Area Median Income (AMI) for a 4 person household. This for a period of 5 years commencing when the first buildings Certificate of Occupancy is issued. The applicant shall provide annual reports to the Planning Department comprised of rent rolls and application data for the renters qualifying for these units.
- 25) The maximum number of units for the overall project be restricted to 680.
- 26) The public trail and river front open space area(s) along the river is completed and installed before occupancy permits are issued for any of the new nine proposed apartment buildings.
- 27) An Open Space and Public Access easement with the City of Coeur d'Alene must be recorded prior to construction.
- 28) All modification requests are adhered too, as stated below:
- Decrease the maximum building height to 55' rather than 63 feet as allowed by the R-34;
 - Increase the maximum building height to 55' rather than 32 feet within 150 feet of the high water mark as required by the Shoreline Ordinance;
 - Remove the 431 unit mini-storage facility;
 - Remove the single-family residential units along the Spokane River;
 - Replace the single-family residential units 32 feet tall set 40 feet back from the Spokane River with multifamily residential units at a height of 55 feet set 80 feet back from the Spokane River;
 - Modify the number of structures from 12 multifamily 4-story buildings, totaling 384 units, one clubhouse, and 28 single-family units to 21 multifamily 4-story buildings, totaling 680 units, and one clubhouse;
 - Decrease the maximum number of units to 680 rather than 881 units as allowed in the R-34;
 - Allow for the pedestrian trail and open space amenities including docks and dock ramps to be built within 40 of the highwater mark; and
 - Decrease the overall density of the project to 26.4 units per acres rather than 34 units per acre.


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

ROLL CALL:

| | |
|------------------------|-----------|
| Commissioner Fleming | Voted Yes |
| Commissioner Ingalls | Voted Yes |
| Commissioner Luttropp | Voted Yes |
| Commissioner McCracken | Voted Yes |
| Commissioner Ward | Voted Yes |
| Chairman Messina | Voted Yes |

Commissioner Mandel was absent.

Motion to approve carried by a 6 to 0 vote.


 CHAIRMAN TOM MESSINA

COMPREHENSIVE PLAN GOALS AND OBJECTIVES

Community & Identity



Goal CI 1

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



OBJECTIVE CI 1.1

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



Goal CI 2

Maintain a high quality of life for residents and businesses that make Coeur d’Alene a great place to live and visit.



OBJECTIVE CI 2.1

Maintain the community’s friendly, welcoming atmosphere and its smalltown feel.



OBJECTIVE CI 2.2

Support programs that preserve historical collections, key community features, cultural heritage, and traditions.



Goal CI 3

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



OBJECTIVE CI 3.1

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



Goal CI 4

Coeur d’Alene is a community that works to support cultural awareness, diversity and inclusiveness.



OBJECTIVE CI 4.1

Recognize cultural and economic connections to the Coeur d’Alene Tribe, acknowledging that this area is their ancestral homeland.



OBJECTIVE CI 4.2

Create an environment that supports and embraces diversity in arts, culture, food, and self-expression.



OBJECTIVE CI 4.3

Promote human rights, civil rights, respect, and dignity for all in Coeur d’Alene.

Education & Learning



Goal EL 3

Provide an educational environment that provides open access to resources for all people.



OBJECTIVE EL 3.2

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.



OBJECTIVE EL 3.3

Support educators in developing and maintaining high standards to attract, recruit, and retain enthusiastic, talented, and caring teachers and staff.



Goal EL 4

Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.



OBJECTIVE EL 4.1

Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.



OBJECTIVE EL 4.2

Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.

Environment & Recreation



Goal ER 1

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



OBJECTIVE ER 1.1

Manage shoreline development to address stormwater management and improve water quality.



OBJECTIVE ER 1.2

Improve the water quality of Coeur d'Alene Lake and Spokane River by reducing the use of fertilizers, pesticides, herbicides, and managing aquatic invasive plant and fish species.



OBJECTIVE ER 1.3

Enhance and improve lake and river habitat and riparian zones, while maintaining waterways and shorelines that are distinctive features of the community.



OBJECTIVE ER 1.4

Reduce water consumption for landscaping throughout the city.



Goal ER 2

Provide diverse recreation options.



OBJECTIVE ER 2.2

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



OBJECTIVE ER 2.3

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



Goal ER 3

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



OBJECTIVE ER 3.1

Preserve and expand the number of street trees within city rights-of-way.



OBJECTIVE ER 3.2

Protect and enhance the urban forest, including wooded areas, street trees, and "heritage" trees that beautify neighborhoods and integrate nature with the city.



OBJECTIVE ER 3.3

Minimize the risk of fire in wooded areas that also include, or may include residential uses.



OBJECTIVE ER 3.4

Protect the natural and topographic character, identity, and aesthetic quality of hillsides.



Goal ER 4

Reduce the environmental impact of Coeur d'Alene.



OBJECTIVE ER 4.1

Minimize potential pollution problems such as air, land, water, or hazardous materials.

- **OBJECTIVE ER 4.2**
Improve the existing compost and recycling program.

Growth & Development



Goal GD 1

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



OBJECTIVE GD 1.1

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



OBJECTIVE GD 1.3

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



OBJECTIVE GD 1.4

Increase pedestrian walkability and access within commercial development.



OBJECTIVE GD 1.5

Recognize neighborhood and district identities.



OBJECTIVE GD 1.6

Revitalize existing and create new business districts to promote opportunities for jobs, services, and housing, and ensure maximum economic development potential throughout the community.



OBJECTIVE GD 1.7

Increase physical and visual access to the lakes and rivers.



OBJECTIVE GD 1.8

Support and expand community urban farming opportunities.



Goal GD 2

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



OBJECTIVE GD 2.1

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



OBJECTIVE GD 2.2

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



Goal GD 3

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



OBJECTIVE GD 3.1

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



OBJECTIVE GD 3.2

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



Goal GD 4

Protect the visual and historic qualities of Coeur d'Alene

- OBJECTIVE GD 4.1**
Encourage the protection of historic buildings and sites.

- Goal GD 5**
Implement principles of environmental design in planning projects.

- OBJECTIVE GD 5.1**
Minimize glare, light trespass, and skyglow from outdoor lighting.

Health & Safety



Goal HS 1

Support social, mental, and physical health in Coeur d'Alene and the greater region.



OBJECTIVE HS 1.1

Provide safe programs and facilities for the community's youth to gather, connect, and take part in healthy social activities and youth-centered endeavors.



OBJECTIVE HS 1.2

Expand services for the city's aging population and other at-risk groups that provide access to education, promote healthy lifestyles, and offer programs that improve quality of life.



OBJECTIVE HS 1.3

Increase access and awareness to education and prevention programs, and recreational activities.



Goal HS 3

Continue to provide exceptional police, fire, and emergency services.



OBJECTIVE HS 3.2

Enhance regional cooperation to provide fast, reliable emergency services.



OBJECTIVE HS 3.3

Collaborate with partners to increase one on one services.

Jobs & Economy



Goal JE 1

Retain, grow, and attract businesses



OBJECTIVE JE 1.1

Actively engage with community partners in economic development efforts.



OBJECTIVE JE 1.2

Foster a pro-business culture that supports economic growth.



Goal JE 3

Enhance the Startup Ecosystem



OBJECTIVE JE 3.1

Convene a startup working group of business leaders, workforce providers, and economic development professionals and to define needs.



OBJECTIVE JE 3.2

Develop public-private partnerships to develop the types of office space and amenities desired by startups.



OBJECTIVE JE 3.3

Promote access to the outdoors for workers and workers who telecommute.



OBJECTIVE JE 3.4

Expand partnerships with North Idaho College, such as opportunities to use the community maker space and rapid prototyping (North Idaho College Venture Center and Gizmo) facilities.

City Council Meeting



September 17, 2024

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Owner:

River's Edge Apartments, LLC
1402 Magnesium Road, Suite 202
Spokane, WA 99217

Applicant:

Whipple Consulting Engineers, Inc.
21 Pines Road
Spokane Valley, WA 99206



**River's Edge: Zone Change from R-12 and C-17 to R-17
and Approval of Development Agreement**

REQUEST:

A zone change from R-12 and C-17 to R-17, and approval of a Development Agreement.

LOCATION:

Property is located at 3404 W. Seltice Way

**River's Edge: Zone Change from R-12 and C-17 to R-17
and Approval of Development Agreement**

LEGAL NOTICING:

- Published in the CDA Press on August 31, 2024
- Mailed August 29, 2024 – property owners, political subdivisions, and natural gas pipelines
- Posted on subject site on August 30, 2024



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Property Location



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Finding B1:

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

Finding B2:

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

Finding B3:

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

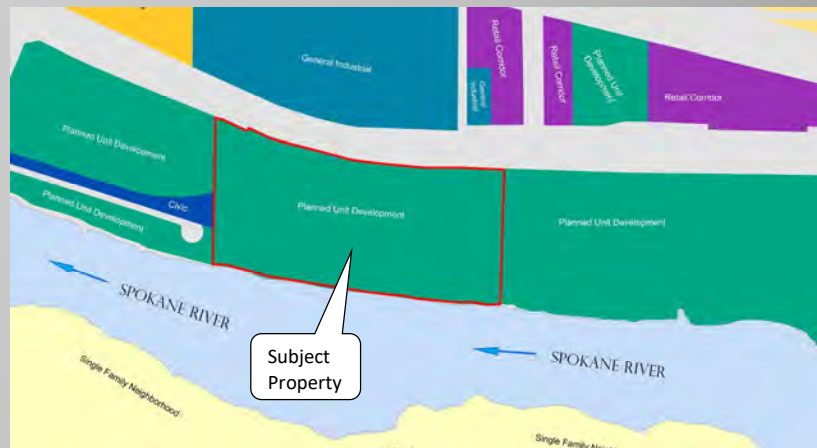
Finding B4:

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

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Finding B1:

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



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Place Type: Planned Development

- Planned Development places are locations that have completed the planned unit development application process.
- Large scale Planned Developments often have a determined phasing and development plan and may include land uses such as housing, recreation, commercial centers, civic, and industrial parks, all within one contained development or subdivision.
- Building design and scale, transportation, open space, and other elements are approved through the City of Coeur d'Alene's PUD evaluation process.



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Comprehensive Plan: GOALS & 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.



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Comprehensive Plan: GOALS & 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.

OBJECTIVE GD 1.7

Increase physical and visual access to the lakes and rivers.

See pages 12 thru 14 of the staff report for the full list of Goals and Objectives.



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Comprehensive Plan: GOALS, OBJECTIVES & ACTION ITEMS

The Comprehensive Plan speaks to housing in seven action items and several goals and objectives. The applicant has made a commitment to allocating 5% of the new units for workforce housing at the Area Median Income for five years.



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Finding B2:

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

- City staff from Engineering, Streets, Water, Fire, Police, Parks, and Wastewater Departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are adequate public facilities and utilities available to serve the proposed request.

See pages 9 thru 11 of the staff report for the full list of staff comments.



**River's Edge: Zone Change from R-12 and C-17 to R-17
and Approval of Development Agreement**

Finding B3: That the physical characteristics of the site (do)
(do not) make it suitable for the request at this time.



Topographic Map

**River's Edge: Zone Change from R-12 and C-17 to R-17
and Approval of Development Agreement**

Site Photo - 1



**River's Edge: Zone Change from R-12 and C-17 to R-17
and Approval of Development Agreement**

Site Photo - 2



**River's Edge: Zone Change from R-12 and C-17 to R-17
and Approval of Development Agreement**

Site Photo - 3



**River's Edge: Zone Change from R-12 and C-17 to R-17
and Approval of Development Agreement**

Site Photo - 4



**River's Edge: Zone Change from R-12 and C-17 to R-17
and Approval of Development Agreement**

Site Photo - 5



**River's Edge: Zone Change from R-12 and C-17 to R-17
and Approval of Development Agreement**

Site Photo - 6



**River's Edge: Zone Change from R-12 and C-17 to R-17
and Approval of Development Agreement**

Site Photo - 7



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Site Photo - 8



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Finding B4:

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

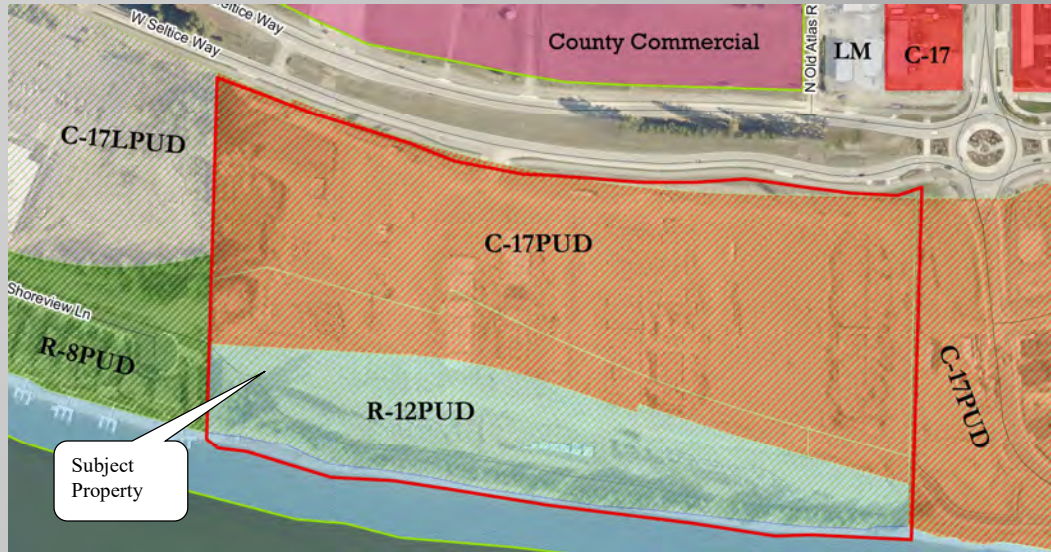
Traffic:

- Seltice Way is a principal arterial.
- At buildout of project with proposed modification:
 - Over 1,000 additional trips per day could be generated
 - Additional 94 AM and 50 PM peak hour trips
- Seltice Way is currently operating at an acceptable Level of Service.
- Proposed development will not cause excessive congestion.

-Submitted by Chris Bosley, City Engineer

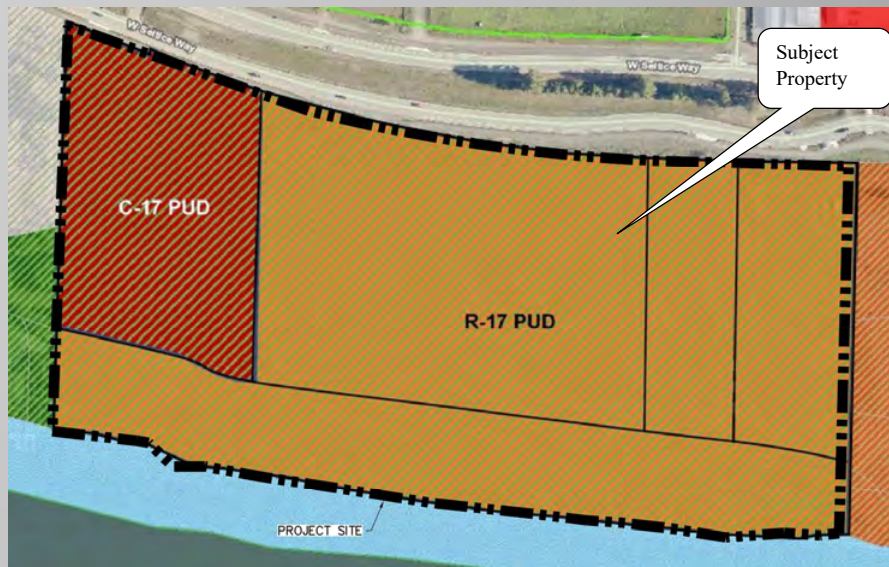
River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Zoning Map - Existing



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Zoning Map - Proposed



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

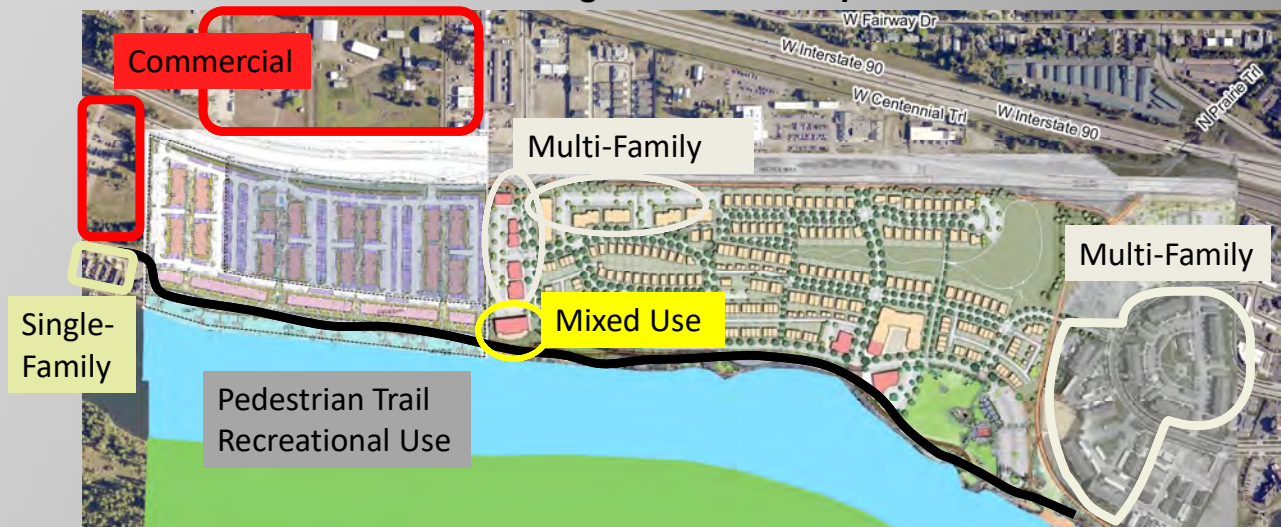
Proposed R-17 Zoning District:

- Intended as a medium/high density residential district with a mix of housing types at a density not greater than seventeen (17) units per gross acre. (Single-family detached housing per R-8 District and duplex housing per R-12 District)
- Located in areas not suitable for lower density residential due to proximity to more intense types of land use.
- Appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low-density residential districts.

* The applicant is also requesting a modification of the PUD that will lock in the use per the PUD requirements and conditions.

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Surrounding Land Uses Map

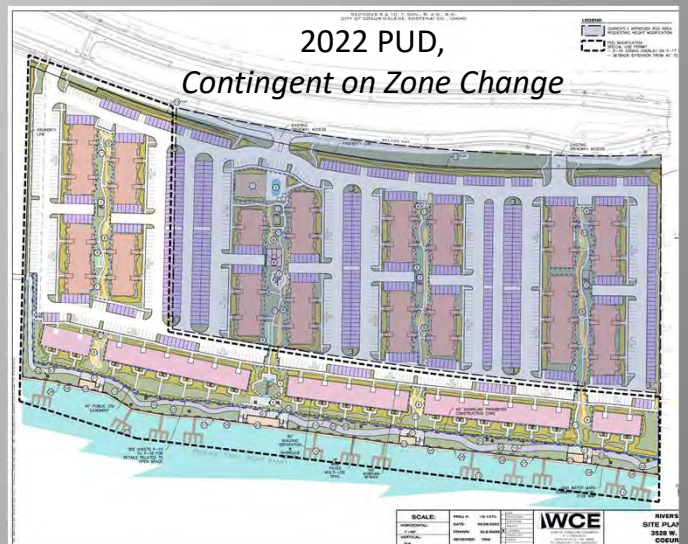
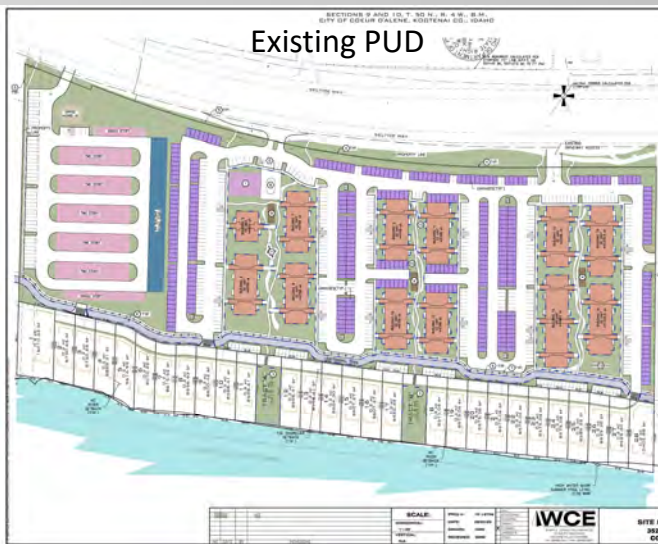




PUD Information

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

PUD Development Overview

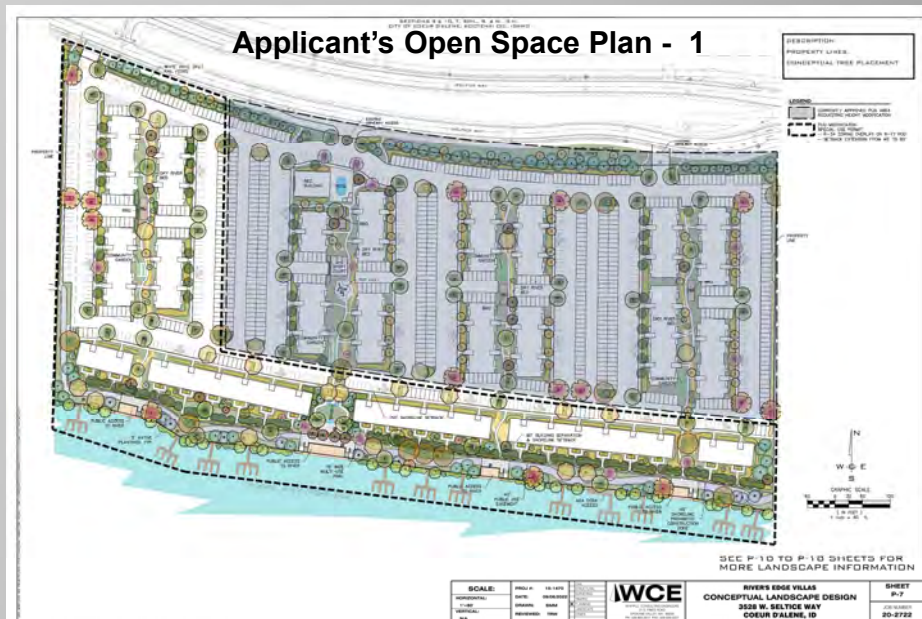


River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

COMPARISONS OF THE 2020 PUD WITH THE 2022 PUD

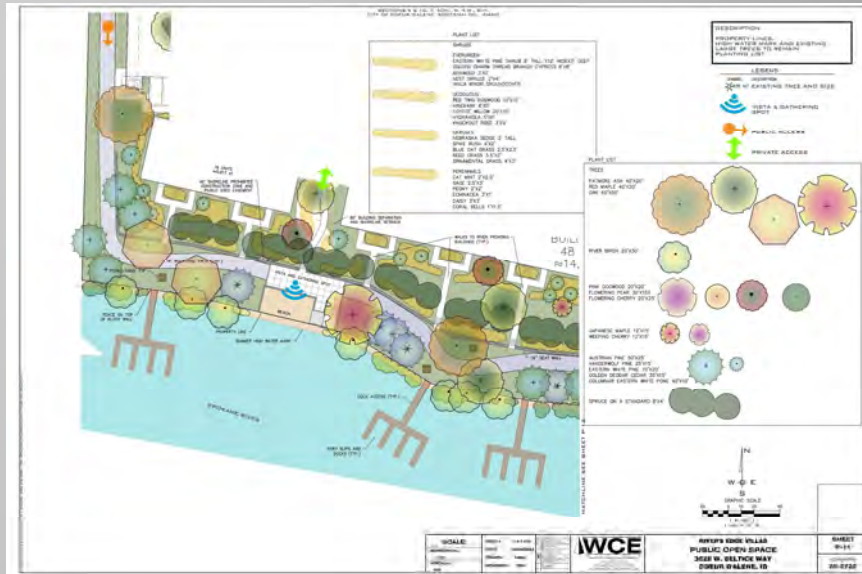
| <u>Item</u> | <u>PUD-2-19m (2020)</u> | <u>PUD-2-19m.2 (2022)*</u> |
|----------------------|-------------------------|----------------------------|
| Apartment Units | 384 | 680 |
| Mini Storage Units | 431 | 0 |
| SFD Residential Lots | 28 | 0 |
| Open Space | 13.6% | 19.3 % |
| Total Acres | 25.92 | 25.92 |
| Trail Along River | No | Yes |

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Applicant's Public Open Space Plan - 2



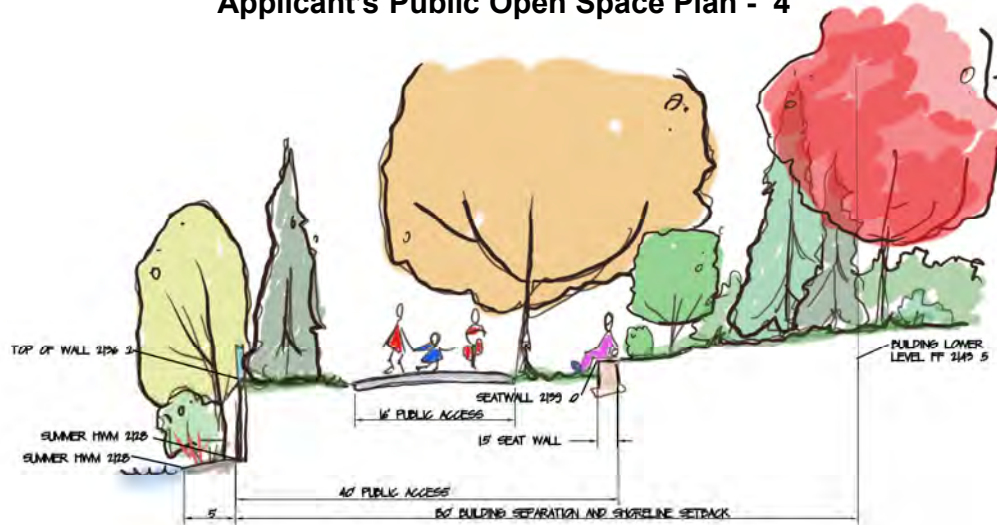
River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Applicant's Public Open Space Plan - 3



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

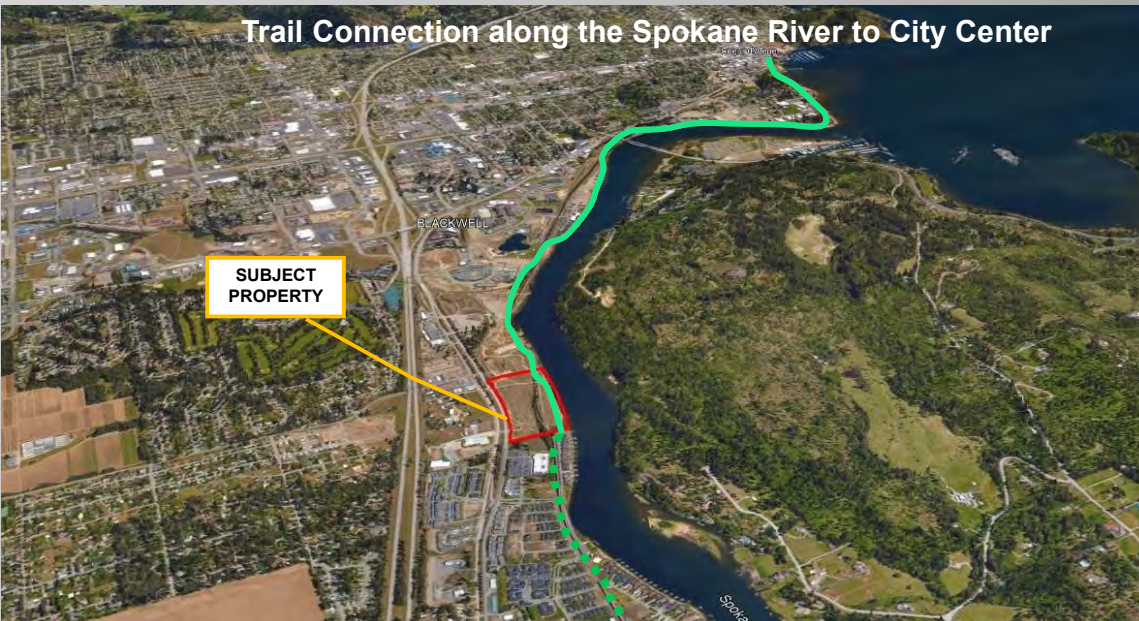
Applicant's Public Open Space Plan - 4



(B) CROSS SECTION OF 16' PUBLIC ACCESS OPEN SPACE

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

Trail Connection along the Spokane River to City Center



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

PROPOSED CONDITIONS FOR ZC-3-22: 28 Conditions

1. The PUD requested in PUD-2-19m2 is only valid if the Special Use Permit (SP-5-22) is approved by the Planning and Zoning Commission and the Zone Change (ZC-3-22) is approved by City Council.
2. A Lighting Plan must be submitted as part of the building permits for any new apartment buildings indicating full cut off lighting.
3. If docks are to be constructed, the Fire Department will require access to the docks including a standpipe system.
4. The Idaho Department of Lands will need to review and approve any dock permits.
5. Any additional water service will require cap fees due at time of building permitting.
6. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

7. Dead-end fire apparatus access roads over 150 feet in length requires FD approved turn-around. Turning radiuses for FD is 25' interior and 50' exterior.
8. Temporary Street signs and Address's shall be installed until permanent signs/address are installed.
9. FD access streets designed to hold an imposed load of 75,000 lbs. Minimum FD access width is 20' and 26' with a hydrant.
10. Trees are prohibited to be planted over HARSB sewer outfall pipe line easement.
11. A Traffic Mitigation Plan should be funded by the applicant per the Development Agreement
12. Soften the 90 degree "sharp" turn in the trail on the western edge of the property.
13. Use 'Driveway Mix' asphalt in the construction of the trail.
14. Sterilize the ground with herbicide before laying down gravel and asphalt.

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

15. Maintain landscaping and amenities into perpetuity; PROVIDED, In the event of catastrophic flooding which damages the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas, the parties agree to work together to effectuate repairs as expeditiously as possible. While this agreement cannot constitutionally bind a City Council to the expenditure of funds beyond the current fiscal year, it is the intent of the City to use its best efforts to assist the Owner in repairing the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas in the event of damages caused by catastrophic flooding. Further, the City will be responsible for plowing snow from the trail and sweeping/blowing the surface of the trail on a regular basis.
16. Wastewater requires hydraulic modeling of the Mill River Sewer Pump Station per the Development Agreement.
17. The Subject Property is within the City of Coeur d'Alene and in accordance with the 2013 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this PUD request as proposed but any increase in density will require hydraulic modeling of the added PUD sewer flows into the Mill River Pump Station.
18. A utility easement or R/W for the public sewer shall be dedicated to the City prior to building permits.

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

19. An unobstructed City approved "all-weather" access shall be required over all city sewers.
20. Payment of the Mill River Lift Station Surcharge Fee shall be required on all building permits.
21. This PUD shall be required to comply with the City's One Lot-One Lateral Rule.
22. All sewerage lines beyond and upstream of the public sewer connection shall be privately owned and maintained by the PUD's Owner at no cost to the City.
23. All public sewer plans require IDEQ or QLPE Approval prior to construction.
24. The Owner agrees to make available, for persons who are making, at the time the lease is signed, One hundred percent (100%) of Kootenai County's Area Median Income (AMI) for a four-person household, at least five percent (5%) of the proposed two hundred ninety-six (296) new units, meaning no fewer than fifteen (15) units. This commitment shall be for five (5) years commencing when the Certificate of Occupancy for the first building containing such units is issued. The Owner further agrees to provide an annual report to the Planning Department consisting of rent rolls and application data for renters qualifying for these units

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

25. The maximum number of units for the overall project be restricted to 680.
26. A portion of the public trail and riverfront open space area(s) along the river shall be completed and installed before occupancy permits are issued for the 85th unit adjacent to the Spokane River. Said portion of the public trail and riverfront open space area(s) shall be completed and installed to the farthest extent of the building in which the 85th unit adjacent to the Spokane River is located, and any other building in which a unit is completed when the occupancy permit for the 85th unit is requested; PROVIDED, the entire public trail and riverfront open space areas shall be completed within thirty-six (36) months of the date the Owner obtains a permit for the seawall, unless the Owner is delayed for reasons beyond the Owner's reasonable control. The Owner shall apply for a permit for the seawall before June 30, 2025, and shall diligently pursue approval of the permit. This time may be extended by the City for good cause shown, which extension shall not be unreasonably denied.
27. An Open Space and Public Access easement granted to the City of Coeur d'Alene must be recorded prior to the issuance of the Certificate of Occupancy for the building containing the 85th unit adjacent to the River. The easement shall include the multiuse trail/path that lies adjacent to the Spokane River from the east property line to the west property line and the four (4) public beach areas. The easement shall reserve to the Owner the right to trespass individuals, in accordance with State law, from the Open Space and Public accesses for uses which are outside the scope of the easement to the City, and which are inconsistent with the Owner's development and property rights.

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

28. All modification requests are adhered too, as stated below:
 - Decrease the maximum building height to 55 feet rather than 63 feet as allowed by the R-34;
 - Increase the maximum building height to 55 feet rather than 32 feet within 150 feet of the high-water mark as required by the Shoreline Ordinance;
 - Remove the 431 unit mini-storage facility;
 - Remove the single-family residential units along the Spokane River;
 - Replace the single-family residential units 32 feet tall set 40 feet back from the Spokane River with multifamily residential units at a height of 55 feet set 80 feet back from the Spokane River;
 - The project would allow for 680 units, and one clubhouse.
 - Decrease the maximum number of units to 680 rather than 881 units as allowed in the R-34;
 - Allow for the pedestrian trail and open space amenities including docks and dock ramps to be built within 40 of the highwater mark; and
 - Decrease the overall density of the project to 26.4 units per acres rather than 34 units per acre.



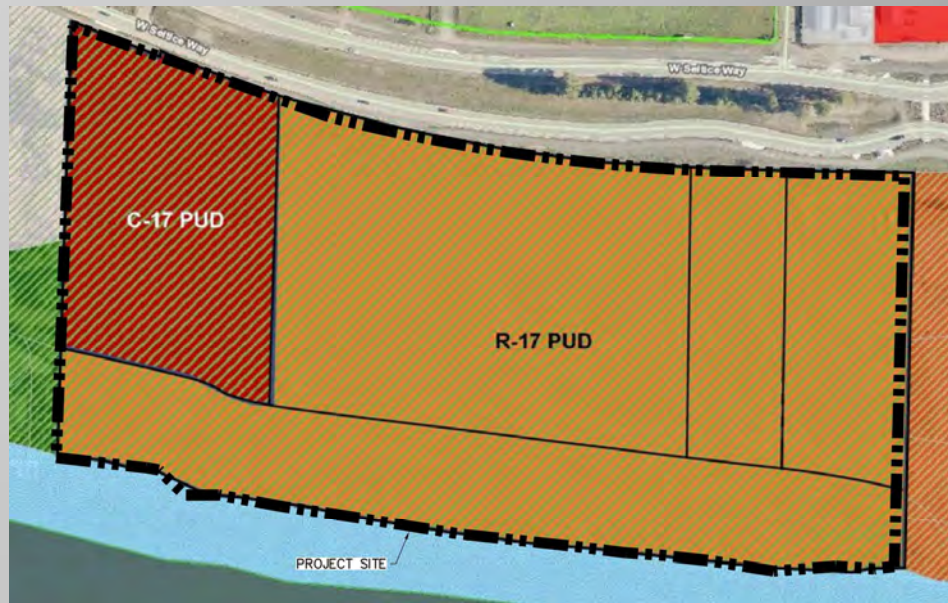
Decision & Findings

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement

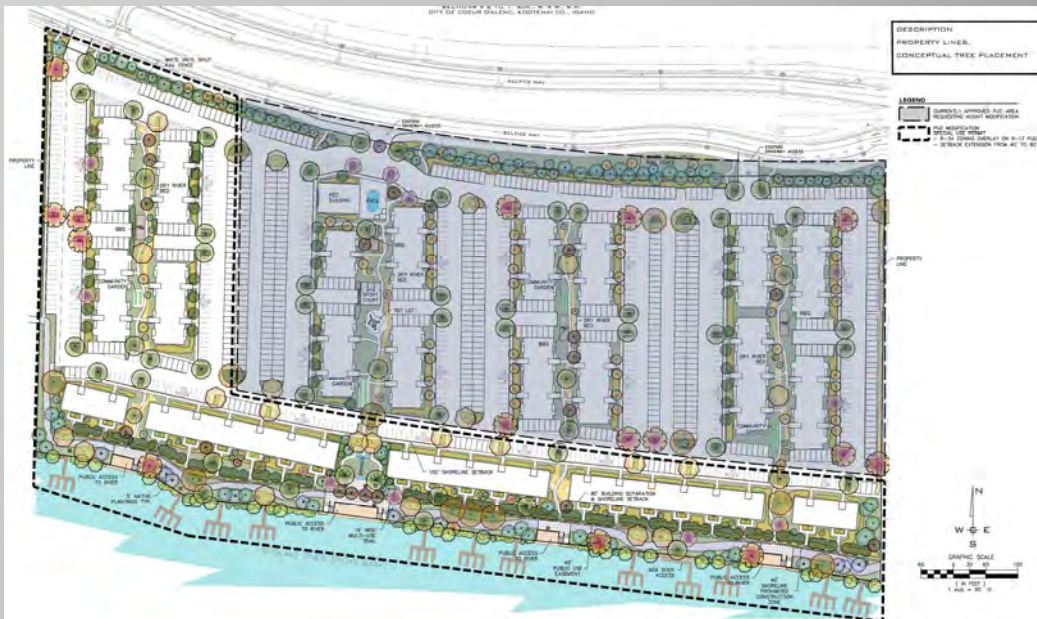
ACTION ALTERNATIVES:

- City Council will need to consider this Zone Change request and make separate findings to approve, approve with additional conditions, deny or deny without prejudice.
- City Council will also need to consider the Development Agreement and take action to approve, approve with amendments, reject, or redirect the applicant to work with staff on modifications to the agreement.

River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement



River's Edge: Zone Change from R-12 and C-17 to R-17 and Approval of Development Agreement





RIVER'S EDGE

APARTMENT HOMES





RESOLUTION NO. 14-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DIRECTING STAFF MEMBERS TO CONSIDER MAXIMIZING PUBLIC RIVERFRONT PROPERTY, PROTECTION OF THE RIVERFRONT AND PROVIDING COMPREHENSIVE PLANNING OF THE SPOKANE RIVER CORRIDOR FROM RIVERSTON TO HUETTERROAD.

WHEREAS the development of the Spokane River Corridor from Riverstone to Huetter Road will be crucial to the future identity of the City of Coeur d'Alene and deserves careful coordinated planning; and

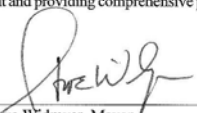
WHEREAS the public has expressed in numerous studies the desire for more "waterfront access"; and

WHEREAS the City has recognized the importance of waterfront protection by adopting a Shoreline Protective Ordinance; and

WHEREAS the City is working to acquire the BNSF right of way that runs through the Spokane River Corridor; NOW THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that all city staff and staff actions regarding the Spokane River Corridor should consider maximizing the public acquisition of riverfront property, protecting the riverfront and providing comprehensive planning for this corridor.

DATED this 18th day of November 2014.

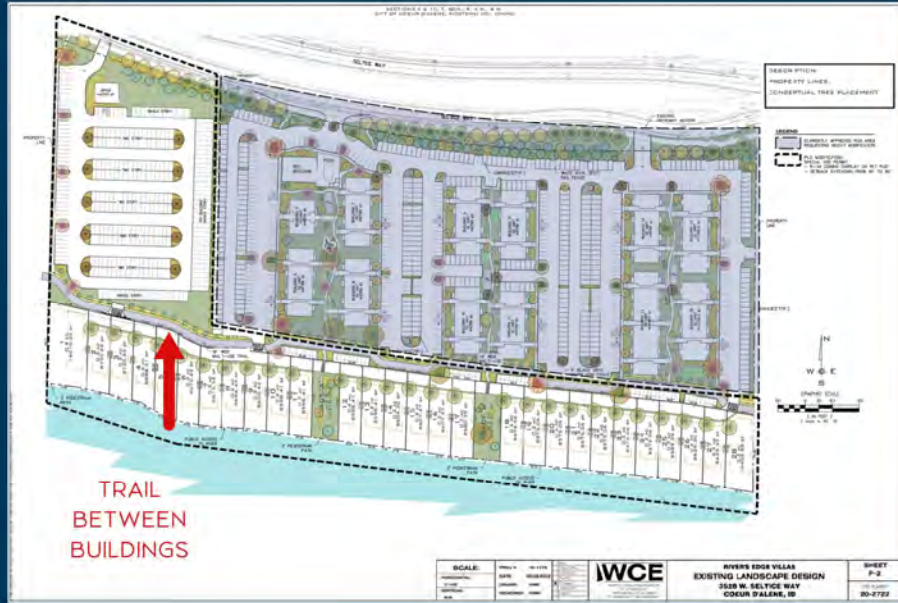

Steve Widmyer, Mayor

ATTEST:


Renata McLeod, City Clerk



CURRENTLY APPROVED PLAN WITH STORAGE UNITS & 28 PRIVATE RIVERFRONT LOTS



CURRENTLY APPROVED PLAN WITH STORAGE UNITS & 28 PRIVATE RIVERFRONT LOTS







BEACH FRONTAGE IN MILL RIVER





NO BICYCLES OR
SKATEBOARDING

NO SWIMMING
OR DIVING OFF
THE BOARDWALK



CURRENT VIEW FROM TRAIL LOCATED IN
RAILROAD ROW IN MILL RIVER







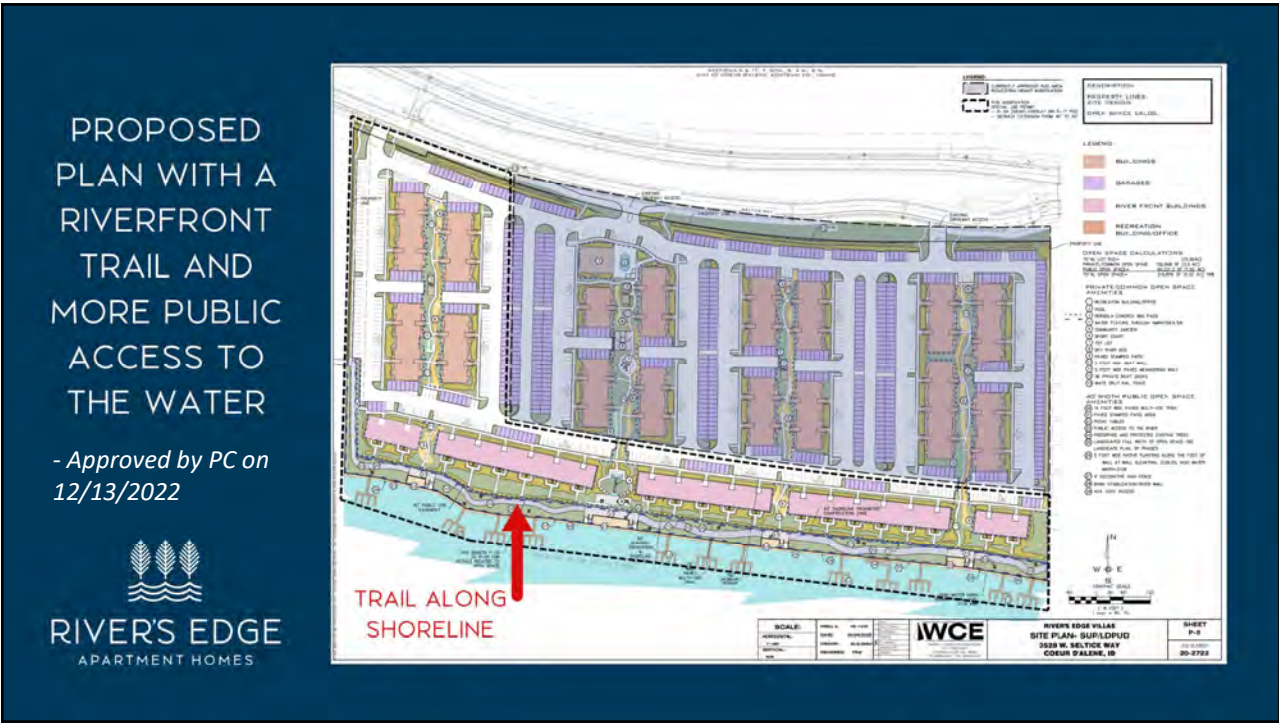


WHAT WE'RE ASKING FOR:

- Zone Change- R-12 to R-17 along the water to allow apartments on the water
- Special Use- R-34 overlay allows additional density and height up to 63' - *Approved by PC on 12/13/2022*
- PUD Amendment - *Approved by PC on 12/13/2022*
 - Allows a modification of the site plan to remove self storage and replace with apartments
 - Allows removal of single family homes to be replaced with apartments
 - Places Centennial Trail on the water



RIVERS EDGE
APARTMENT HOMES



OVER 60,000 SQUARE FEET OF PUBLIC WATER ACCESS



RIVERS EDGE
APARTMENT HOMES

OVER 60,000 SQUARE FEET OF PUBLIC WATER ACCESS



RIVERS EDGE
APARTMENT HOMES

OVER 60,000 SQUARE FEET OF PUBLIC WATER ACCESS



RIVERS EDGE
APARTMENT HOMES



RIVERS EDGE
APARTMENT HOMES

EXTEND ATLAS WATERFRONT TRAIL AND PUBLIC RIVER ACCESS



PROVIDE HOUSING CLOSER TO WHERE PEOPLE WORK





RIVER'S EDGE
APARTMENT HOMES

THANK YOU!

FOR MORE INFORMATION, PLEASE VISIT
RIVERSEDEGCDA.COM

ORDINANCE NO. _____
COUNCIL BILL NO. 24-1016

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) AND C-17 (COMMERCIAL AT 17 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE), AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY AS SHOWN IN EXHIBIT "E" TO THE DEVELOPMENT AGREEMENT (RESOLUTION NO. 24-075), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 20.59 ACRES AT 3404 W. SELTICE WAY, COEUR D'ALENE, IDAHO, COMMONLY KNOWN AS RIVER'S EDGE APARTMENTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

SECTION 1. That the above described property, which property is fully described in Exhibit "1," attached hereto and incorporated herein, is hereby changed and rezoned from R-12 (Residential at 12 units/acre) and C-17 (Commercial at 17 units/acre) to R-17 (Residential at 17 units/acre).

SECTION 2. That the conditions to rezoning, agreed to by the applicant, are shown in Exhibit "E" to the Development Agreement with the applicant (Resolution No. 24-075).

SECTION 3. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 4. That the Planning Director is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on September 17, 2024.

APPROVED this 17th day of September 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-3-22

+/- 20.59 ACRES AT 3404 W. SELTICE WAY,
COMMONLY KNOWN AS RIVER'S EDGE APARTMENTS

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) & C-17 (COMMERCIAL AT 17 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE), AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY AS SHOWN IN EXHIBIT "E" TO THE DEVELOPMENT AGREEMENT (RESOLUTION NO. 24-075), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 20.59 ACRES AT 3404 W. SELTICE WAY, COEUR D'ALENE, IDAHO, COMMONLY KNOWN AS RIVER'S EDGE APARTMENTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, ZC-3-22; a +/- 20.59 acres at 3404 W. Seltice Way, Coeur d'Alene, Idaho, commonly known as River's Edge Apartments, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the content thereof.

DATED this 17th day of September, 2024.

Randall R. Adams, City Attorney

Legal Description - Rivers Edge

The Land is described as follows:

NEW PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 80°35'43" WEST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND **THE POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°45'49" WEST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF NORTH 73°42'35" WEST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF NORTH 65°31'53" WEST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 76°26'19" WEST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°59'13" EAST A DISTANCE OF 585.53 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 67°47'18" EAST A DISTANCE OF 170.91 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.79 FEET, A CHORD BEARING OF SOUTH 68°15'34" EAST, AND A CHORD DISTANCE OF 3.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

(Continued)

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 22°28'52" EAST A DISTANCE OF 11.95 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 70°17'23" EAST, AND A CHORD DISTANCE OF 243.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

NEW PARCEL 2:

A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'05" WEST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 81°30'04" WEST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 82°01'55" WEST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF NORTH 87°24'49" WEST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°45'49" EAST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT

(Continued)

HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 80°35'43" EAST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

NEW PARCEL 3:

A PORTION OF GOVERNMENT LOT 10 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 74°37'39" WEST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 00°59'05" EAST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 89°10'12" EAST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 89°33'06" EAST A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

NEW PARCEL 4:

A PORTION OF GOVERNMENT LOT 10 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF

(Continued)

SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 133.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182"

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 18.45 FEET
TO A CALCULATED POINT SHOWN ON THE PLAT OF ATLAS WATERFRONT 1ST

ADDITION AS RECORDED IN BOOK L, PAGES 519-519I, RECORDS OF KOOTENAI COUNTY, IDAHO ON THE ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER

THENCE NORTHWESTERLY ALONG AND COINCIDENT WITH THE MEANDERING ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182", LOCATED NORTH 82°22'54" WEST A DISTANCE OF 1579.80 FEET;

THENCE NORTH 01°59'13" EAST A DISTANCE OF 205.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 76°26'19" EAST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF SOUTH 65°31'53" EAST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF SOUTH 73°42'35" EAST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF SOUTH 87°24'49" EAST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 82°01'55" EAST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

(Continued)

THENCE SOUTH 81°30'04" EAST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 74°37'39" EAST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

RESOLUTION NO. 24-075

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A DEVELOPMENT AGREEMENT WITH RIVER'S EDGE APARTMENTS, LLC, FOR PROPERTY LOCATED AT 3404 W. SELTICE WAY (ZC-3-22, SP-5-22, PUD-2-19m.2).

WHEREAS, a Development Agreement has been negotiated between the City of Coeur d'Alene and River's Edge Apartments, LLC, containing the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED that the City enter into the Development Agreement with River's Edge Apartments, LLC, for 3404 W. Seltice Way (ZC-3-22, SP-5-22, PUD-2-19m.2) in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said 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 17th day of September, 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

_____ was absent. Motion _____.

DEVELOPMENT AGREEMENT

(File Nos. ZC-3-22, SP-5-22, PUD-2-19m.2)

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and dated this 17th day of September, 2024, 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 **River’s Edge Apartments, LLC**, a Washington limited liability company, hereinafter referred to as the “Owner.”

W I T N E S S E T H:

WHEREAS, the Owner owns approximately 26 acres of land, comprised of five (5) parcels, within the City south of W. Seltice Way, north of the Spokane River, and southwest of the intersection of N. Atlas Road and W. Seltice Way (hereinafter referred to as the “Property”), which the Owner is currently developing and wishes to further develop, and the Owner has applied for a zone change, a special use permit, and a PUD amendment for the Property. A map of the Property is attached hereto and incorporated herein by reference as **Exhibit “A;”** and

WHEREAS, on December 13, 2022, the Coeur d’Alene Planning and Zoning Commission recommended approval of the application for a zone change, and approved the special use permit and PUD amendment, with twenty-eight (28) conditions. A copy of the approved Findings and Order are attached hereto and incorporated herein by reference as **Exhibit “B;”** and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to grant the zone change subject the conditions recommended by Staff and the Planning and Zoning Commission; and

WHEREAS, the Community Planning Director and the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof for the City to enter into a Development Agreement with the Owner for the Property pursuant to the terms contained herein as a further condition of granting the application for a zone change; and

WHEREAS, the Owner has participated in the drafting of this Agreement and acknowledges that the terms hereof are fair and reasonable.

NOW, THEREFORE,

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

ARTICLE I: EFFECTIVE DATE

1.1 Effective Date of Agreement: This Agreement shall be effective, and the Owner shall be required to execute the Agreement, only if Council approves the Owner’s requested Zone

Change with conditions of approval consistent with this Agreement or otherwise acceptable to Owner, and, if necessary, the Owner's application for a Special Use Permit and PUD modification.

ARTICLE II: LEGAL DESCRIPTION, MAP, AND ZONING

- 2.1 Legal Description and Map: The Property is approximately 26 acres, comprised of five (5) parcels, generally located south of W. Seltice Way, west of N. Atlas Road, and east of the U.S. Bank Call Center, and is more particularly described in **Exhibit "A."**
- 2.2 Zoning Districts and Zoning Map: The agreed upon zoning districts are described and shown on the zoning map attached hereto and incorporated herein by reference as **Exhibit "C."**

ARTICLE III: STANDARDS

- 3.1 Construction to City Standards: The Owner agrees that all improvements required by this Agreement, or by any and all applicable codes, regulations, and policies adopted by the City, will be built to City standards. The Owner further agrees to adhere to all applicable City policies and procedures regarding such improvements, including, but not limited to, sanitary sewer, water lines, fire hydrants, parks, work in the flood plain, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities, traffic control devices, and roads. Such policies specifically include those concerning extension of utility lines in a manner acceptable to the City to make service available to adjoining lands.
- 3.2 Effective Date of Applicable Standards: The Owner agrees that all laws, codes, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or applicable City codes are those in effect upon application for a permit for such improvement, unless that permit expires. If the Owner fails to comply with applicable laws in the course of constructing improvements on the Property, public or otherwise, the Owner acknowledges that the City may withhold further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval, until such compliance is attained. The Owner further acknowledges that the City may also pursue any other legal remedy for its failure to comply with applicable laws.
- 3.3 Inspection and Testing: The Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. The Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for

ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City and comply with City submittal standards. The Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. The Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing. The City retain sole authority to determine if the public improvement meets City requirements for acceptance.

- 3.4 As-Built Drawings: The Owner agrees to provide the City accurate “as-built” drawings, conforming with City submittal standards, of all public improvements within thirty (30) days of the date of substantial completion of construction of any specific public improvement on the Property or portion thereof if the public improvement is to be built in phases. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of structures using said improvements until accurate “as-builts” are provided, the improvements have passed City inspection referenced in Section 2.3, and the improvements have been accepted for public maintenance or approved for private use.
- 3.5 Fire Department Requirements: Dead-end fire apparatus access roads over one-hundred fifty feet (150') feet in length requires a Fire Department approved turn-around. Minimum turning radiuses for Fire Department access is twenty-five feet (25') interior and fifty feet (50') exterior. Streets which require Fire Department access must be designed to hold an imposed load of 75,000 pounds. Minimum width of streets which require Fire Department access is twenty feet (20') or twenty-six feet (26') where there is a hydrant.

ARTICLE IV. UTILITIES

- 4.1 Water: The Owner agrees to use City water for any development of the Property and to pay all required fees and charges, including all connection and/or capitalization charges generally applicable, at the time service is requested. All additional water service cap fees are payable at the time of application for building permits. The fees charged shall be those in effect when a complete permit application is submitted to the City. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning ninety (90) days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Any additional main extensions and/or fire hydrants and services will be the responsibility of the Owner at its sole expense.
- 4.1.1 Easements: A minimum twenty (20) foot public utility easement, centered on the water main, minimum thirty (30) foot when combined with public sewer, or R/W is required for public water system mains and fire hydrants prior to the issuance of

any Certificate of Occupancy hereafter. No permanent footings, foundations or buildings are allowed within the dedicate easements or R/W.

4.2 Wastewater: The Owner agrees to use the City Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges, including all connection and/or capitalization charges generally applicable at the time service is requested. The fees charged shall be those in effect when a complete permit application is submitted to the City. Sanitary sewer service will be provided in accordance with the rules and regulations of the City in effect at the time of request. The City does not warrant that sanitary sewer capacity will be available at the time the Owner requests connection to the sanitary sewer system. Any connections and associated projects must not negatively impact the progression and continuity of the City's wastewater collection system. This PUD shall be required to comply with the City's One Lot-One Lateral Rule. All sewerage lines beyond and upstream of the public sewer connection shall be privately owned and maintained by the PUD's Owner at no cost to the City. All public sewer plans require IDEQ or QLPE Approval prior to construction.

4.2.1 Hydraulic Modeling: The Owner shall fund hydraulic modeling of the Mill River Sewer Pump Station because of the increased density. Such modeling will be done pursuant to a contract between the City and a qualified engineering firm chosen by the City. The City will obtain three quotes from qualified engineering firms for the modeling and will accept the lowest responsive quote.

4.2.2 Easement: A utility easement or R/W for the public sewer shall be dedicated to the City and a recorded copy shall be provided to the City prior to the issuance of any Certificate of Occupancy hereafter. An unobstructed City approved "all-weather" access shall be required over all city sewers.

4.2.3 Surcharge: Payment of the Mill River Lift Station Surcharge Fee shall be required on all building permits.

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

4.4 Maintenance of Private Sanitary Sewer and Water Lines: The Owner agrees that the City shall not be responsible for the maintenance of any private sanitary sewer lines or laterals, or water lines, including appurtenances, within the Property.

- 4.5 Stormwater: The Owner agrees to adhere to City policies and standards for stormwater control design and construction. Given the proximity of the Property to the Spokane River, the Owner also agrees that, in addition to all City requirements, it will adhere to all requirements of the Idaho Department of Environmental Quality and/or the Idaho Department of Lands for stormwater management, including but not limited to erosion control and permitting.
- 4.6 Garbage Collection: The Owner agrees that it will use the garbage collection service contracted by the City. The Owner is responsible for contacting the City's garbage collection vendor to determine if the vendor has capacity to serve the Development. If the vendor does not have such capacity, the Owner shall arrange for garbage collection services for the Development with a vendor of its choice.
- 4.7 Lighting: The Owner agrees to adhere to City policies and standards for street light design and construction. A Lighting Plan must be submitted as part of the building permits for any new apartment buildings demonstrating full cut-off lighting.
- 4.8 Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

ARTICLE V: PUBLIC IMPROVEMENTS & DEDICATIONS

- 5.1 Installation of Public Improvements: The Owner agrees that, prior to issuance of a Temporary Certificates of Occupancy (TCOs) for a building, it shall submit plans for approval, and construct and install, or otherwise secure the required construction and installation, in a manner acceptable to the City, all improvements required by City Code, policy, or this Agreement pertaining to that building, including, but not limited to, sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street/parking lot lights, street trees, parking lot striping and landscaping, ADA parking stalls, and internal sidewalks. The City shall have no obligation for maintenance of any such improvement until the City formally accepts said improvement.
- 5.2 Multiuse Trail/ Path and Beach Access:
- 5.2.1 Multiuse Trail/Path Along the Spokane River: The Owner agrees to develop and install a multiuse trail/path no less than sixteen feet (16') wide, constructed to City standards, that runs adjacent to the Spokane River and is open to the public and accessible by the public at the west and east ends of the Property, and that allows public access to the River. The Path shall connect with the trail through the Atlas Waterfront Mixed-use development to the east and to the trail through the Mill River development to the west. The Owner shall use 'Driveway Mix' asphalt (3/8"

rock) in the construction of the Path and shall sterilize the ground with herbicide before laying down gravel and asphalt. The Owner agrees that the alignment of the Path on the western edge of the Property shall conform to **Exhibit “D.”** The multiuse trail/path shall have four (4) public patio spaces, paved or concrete, providing access to the vista viewpoints. There will be access to the Spokane River by stairs off of each patio. The bottom of the stairs will be constructed to access the beach area.

- 5.2.2 Access to River and Public Beach: There shall be at least four (4) beach areas available to the public and accessible from the Multiuse Path. At least one (1) of those beach areas shall be ADA compliant.
- 5.2.3 Completion: A portion of the public trail and riverfront open space area(s) along the river shall be completed and installed before occupancy permits are issued for the 85th unit adjacent to the Spokane River. Said portion of the public trail and riverfront open space area(s) shall be completed and installed to the farthest extent of the building in which the 85th unit adjacent to the Spokane River is located, and any other building in which a unit is completed when the occupancy permit for the 85th unit is requested; PROVIDED, the entire public trail and riverfront open space areas shall be completed within thirty-six (36) months of the date the Owner obtains a permit for the seawall, unless the Owner is delayed for reasons beyond the Owner’s reasonable control. The Owner shall apply for a permit for the seawall before June 30, 2025, and shall diligently pursue approval of the permit. This time may be extended by the City for good cause shown, which extension shall not be unreasonably denied.
- 5.2.4 Repair and Maintenance: The Owner shall maintain landscaping and amenities into perpetuity, except as provided herein. Following development, the Owner may transfer this duty to a duly incorporated and formed resident association. The City will plow snow from the trail and sweep/blow the surface of the trail on a regular basis. In the event of catastrophic flooding which damages the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas, the parties agree to work together to effectuate repairs as expeditiously as possible. While this agreement cannot constitutionally bind a City Council to the expenditure of funds beyond the current fiscal year, it is the intent of the City to use its best efforts to assist the Owner in repairing the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas in the event of damages caused by catastrophic flooding.
- 5.2.5 Easement: An Open Space and Public Access easement granted to the City of Coeur d’Alene must be recorded prior to the issuance of the Certificate of Occupancy for the building containing the 85th unit adjacent to the River. The easement shall include the multiuse trail/path that lies adjacent to the Spokane River from the east

property line to the west property line and the four (4) public beach areas. The easement shall reserve to the Owner the right to trespass individuals, in accordance with State law, from the Open Space and Public accesses for uses which are outside the scope of the easement to the City, and which are inconsistent with the Owner's development and property rights. The easement shall include Indemnity and Insurance provisions consistent with those contained in the North-South Public Multiuse Pathway easement dated October 25, 2023.

- 5.2.6 Docks: If docks are constructed, access to the docks, including a standpipe system, acceptable to the Fire Department is required. Any dock permits must be reviewed and approved by the Idaho Department of Lands.
- 5.3 Easement and Improvements for North-South Public Multiuse Pathway (West Edge): The trail along the western edge of the property shall be paved before the Certificate of Occupancy (CO) for the fourth apartment building in the northwest corner of the property will be issued. A Public Access easement shall be recorded once the paving is complete.
- 5.4 Landscaping: Trees shall not be planted within the HARSB sewer outfall pipe line easement. The Owner agrees to the placement and planting of street trees within the development in accordance with City policies and standards.
- 5.5 Indemnity. The City shall defend, indemnify and hold harmless the Owner for, from and against any claim, loss or liability to the extent arising out of or in connection with the City's or the public's use of the Easement Property or the exercise of the City's rights hereunder. The City shall promptly discharge or bond around, at the City's sole expense, any liens against the Owner's Property or the Easement Property arising out of the City's use of the Easement Areas or the exercise of the City's rights hereunder. The duties set forth in this Section shall apply to any claims under the ADA and the FHA, but shall not apply to claims arising out of the sole negligence or intentional misconduct of the Owner.
- 5.6 Insurance. The City shall maintain public liability insurance with limits of no less than \$2,000,000 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 City or its officers, employees, contractors, agents, successors, or assigns, or resulting from any indemnity obligation of the City. The insurance shall cover lost income to the Owner if such property damage renders any portion of the Owner's Property unrentable or unusable by tenants. The City shall have the right, at the City's discretion, to accomplish the coverages required herein using, in full or in part, a recognized statutory program of self-insurance.

ARTICLE VI: CONSIDERATION & FEES

- 6.1 Consideration: The Owner agrees that the fees and promises set out in this Agreement constitute good and sufficient consideration for the Agreement between the Parties.
- 6.2 Required Fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees. Fees referred to in this section are established by Municipal Ordinance and/or resolution and arise independent of this Agreement.
- 6.3 Owner's Reimbursement to the City: The Parties agree that the City has utilized substantial staff time to prepare the Development Agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such Agreement. The Parties agree that such fee shall be in the amount of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00).

ARTICLE VII. MISCELLANEOUS

- 7.1 Use Limitations: The Owner agrees that the subject property will be built consistent with the approved amended PUD (PUD-2-19m.2). If other uses are proposed, they must be approved through the PUD process.
- 7.2 Maximum Units: The maximum number of units for the overall project be restricted to six hundred eighty (680) dwelling units.
- 7.3 Traffic Mitigation: A Traffic Mitigation Plan shall be funded by the Owner to identify congestion mitigation measures that can be funded by development impact fees prior to reaching the forecasted congestion levels. The Traffic Mitigation Plan shall be required for only two intersections, the Seltice-Atlas intersection and the Seltice-Northwest Boulevard intersection. The engineering firm performing the Traffic Mitigation Plan will be chosen by the City from the City's approved on-call consultant list. The Traffic Mitigation Plan shall be funded by the owner within 30 days of the City entering into a contract with the consultant to perform the work, which contract shall be entered into no later than September 30, 2024. The Owner shall not be responsible for funding any traffic mitigation measures resulting from the Owner-funded Plan. The Owner shall be responsible for improvements based on conditions of approval, generally applicable property taxes, existing impact fees, or other legally imposed assessments.
- 7.4 Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase Option: The Owner agrees to make available, for persons who are making, at the time the lease is signed, One hundred percent (100%) of Kootenai County's Area Median Income (AMI) for a four-person household, at least five percent (5%) of the proposed two hundred

ninety-six (296) new units, meaning no fewer than fifteen (15) units. This commitment shall be for five (5) years commencing when the Certificate of Occupancy for the first building containing such units is issued. The Owner further agrees to provide an annual report to the Planning Department consisting of rent rolls and application data for renters qualifying for these units.

- 7.5 Compliance with Conditions of Approval: The conditions of approval, attached as **Exhibit “E,”** are expressly incorporated into this Agreement as binding provisions of this Agreement. The Owner specifically agrees to fulfill each condition of approval as if such condition was specifically enumerated in this Agreement.
- 7.6 Notices: All notices under this Agreement shall be in writing, shall be delivered to each of the Parties, and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the Party, address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile and email with the original to follow by mail in the manner described above. It is provided, however, that any Party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile or email on the date so sent.
- 7.7 Relationship of Parties: It is understood that the contractual relationship between the City, and the Owner is such that no Party is the agent, partner, or joint venturer of any other Party.
- 7.8 Successors and Assigns: This Agreement shall inure to the benefit of the City, the Owner, and each of their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on all parties to this Agreement as well as their respective heirs, successors and assigns.
- 7.9 No Waiver: In the event that the Parties or their respective successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by the City, the Owner, or any successor or assign, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.
- 7.10 Partial Invalidity: In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by

any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

- 7.11 Entire Agreement: This Agreement sets forth the entire understanding of the Parties hereto, and shall not be changed or terminated orally. Any other agreements between the Parties, express or implied, are hereby cancelled and of no further force nor effect. It is understood and agreed by the Parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.
- 7.12 Authority: Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
- 7.13 Time is of the Essence: Time is of the essence in this Agreement.
- 7.14 Non-Merger: The representations, warranties, covenants, conditions, and agreements of the parties contained in this Agreement shall survive the acceptance of any deeds, dedications, and/or easements.
- 7.15 Recordation and Amendment: The Owner further agrees this Agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City Code.
- 7.16 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.
- 7.17 Compliance with applicable laws: The Owner agrees to comply with all applicable Federal, State, and local laws and regulations.
- 7.18 Venue, Jurisdiction, and Governing Law: If legal action is initiated, it shall be brought in Kootenai County, Idaho. Idaho law shall govern and all disputes.
- 7.19 Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

- 7.20 Enforcement - Dispute Resolution: If either party believes that the other party is in breach of this Agreement, the non-breaching party shall notify the breaching party of the alleged breach(es) in writing per Section 7.6. The breaching party shall have sixty (60) days to cure the breach(es). If, after sixty days the breaching party has not cured the breach(es), then, upon ten days written notice per Section 7.6, the non-breaching party may commence litigation in any court having jurisdiction over the matter.
- 7.21 Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the substantially prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.22 Interpretation: The Parties acknowledge that they have read this Agreement, have had the opportunity to review it with an attorney of their choice, and have agreed to all of its terms. Under these circumstances, the Parties agree that the rule of construction that a contract is to be construed against the drafter shall not be applied in interpreting this Agreement and that, in the event of any ambiguity in any of the terms or conditions of this Agreement, including any exhibits hereto, such ambiguity shall not be construed for or against either Party on the basis that such Party did or did not author the same.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and River's Edge Apartments, LLC, has caused the same to be executed by its duly authorized agent on the day and year first above written.

CITY OF COEUR D'ALENE

ATTEST:

By _____
Woody McEvers, Mayor

By _____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of September, 2024, before me, a Notary Public, personally appeared **Woody McEvers** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene 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.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT "A"
(Legal Description & Map)

Legal Description - Rivers Edge

The Land is described as follows:

NEW PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 80°35'43" WEST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND **THE POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°45'49" WEST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF NORTH 73°42'35" WEST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF NORTH 65°31'53" WEST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 76°26'19" WEST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°59'13" EAST A DISTANCE OF 585.53 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 67°47'18" EAST A DISTANCE OF 170.91 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.79 FEET, A CHORD BEARING OF SOUTH 68°15'34" EAST, AND A CHORD DISTANCE OF 3.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

(Continued)

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 22°28'52" EAST A DISTANCE OF 11.95 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 70°17'23" EAST, AND A CHORD DISTANCE OF 243.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

NEW PARCEL 2:

A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'05" WEST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 81°30'04" WEST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 82°01'55" WEST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF NORTH 87°24'49" WEST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°45'49" EAST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT

(Continued)

HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 80°35'43" EAST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

NEW PARCEL 3:

A PORTION OF GOVERNMENT LOT 10 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 74°37'39" WEST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 00°59'05" EAST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 89°10'12" EAST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 89°33'06" EAST A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

NEW PARCEL 4:

A PORTION OF GOVERNMENT LOT 10 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF

(Continued)

SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 133.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182"

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 18.45 FEET
TO A CALCULATED POINT SHOWN ON THE PLAT OF ATLAS WATERFRONT 1ST

ADDITION AS RECORDED IN BOOK L, PAGES 519-519I, RECORDS OF KOOTENAI COUNTY, IDAHO ON THE ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER

THENCE NORTHWESTERLY ALONG AND COINCIDENT WITH THE MEANDERING ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182", LOCATED NORTH 82°22'54" WEST A DISTANCE OF 1579.80 FEET;

THENCE NORTH 01°59'13" EAST A DISTANCE OF 205.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 76°26'19" EAST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF SOUTH 65°31'53" EAST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF SOUTH 73°42'35" EAST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF SOUTH 87°24'49" EAST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 82°01'55" EAST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

(Continued)

THENCE SOUTH 81°30'04" EAST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 74°37'39" EAST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

BOUNDARY LINE ADJUSTMENT

AMENDED RECORD OF SURVEY

A PORTION OF THE SE 1/4 OF SECTION 4, A PORTION OF GOVERNMENT LOT 4 IN SECTION 9, AND A PORTION OF GOVERNMENT LOT 1 IN SECTION 10, T 50 N, R 4 W, B.M. CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

COUNTY RECORDER'S CERTIFICATE

FILED FOR RECORDED AT THE REQUEST OF: RIVERS EDGE APARTMENTS, LLC AND LANZCE DOUGLASS
 DATE: _____
 TIME: _____ O'CLOCK _____ M.
 BOOK: _____ AT PAGE _____
 INSTRUMENT NO. _____

KOOTENAI COUNTY RECORDER: _____

DEPUTY _____

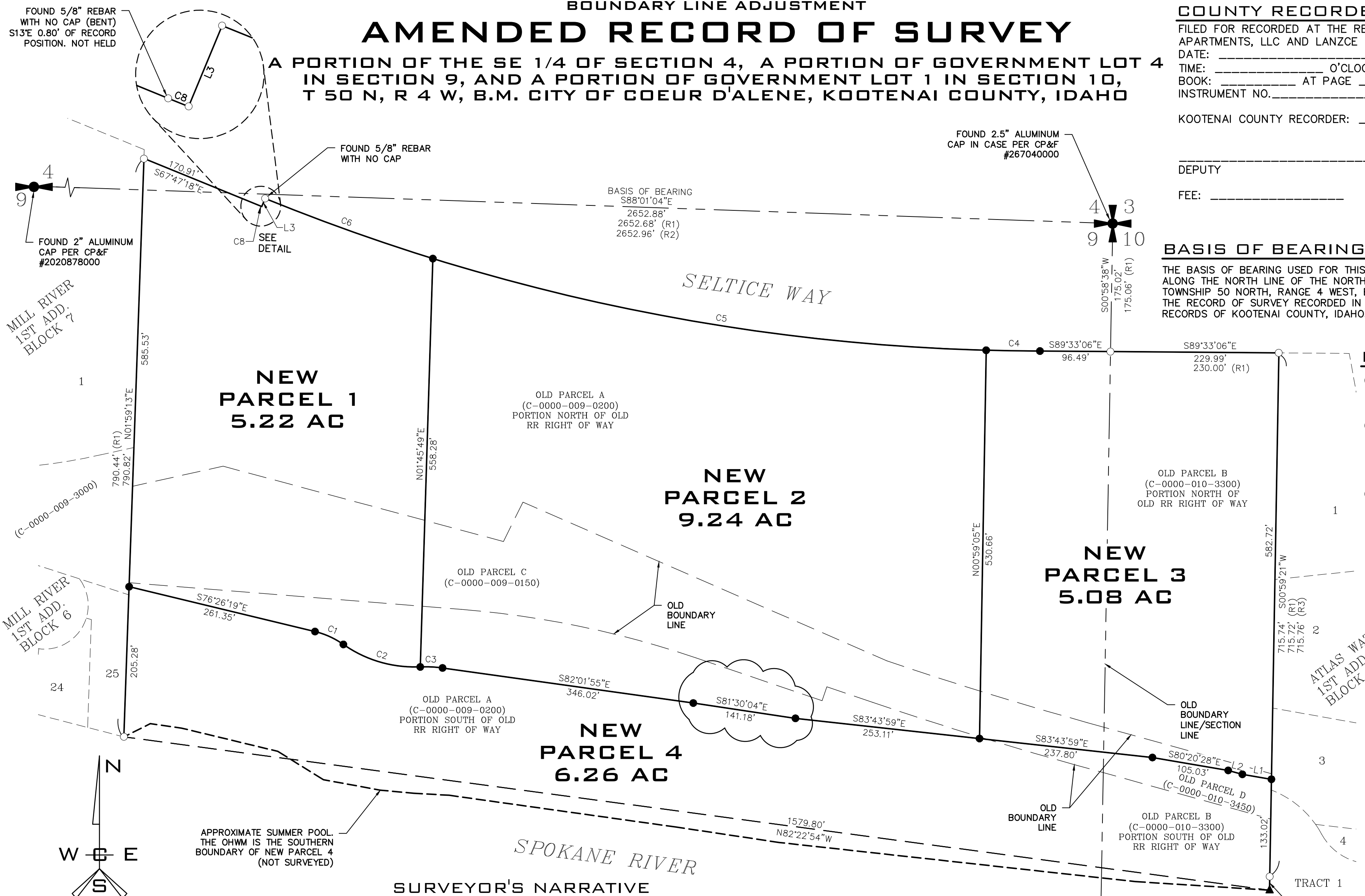
FEE: _____

BASIS OF BEARING

THE BASIS OF BEARING USED FOR THIS MAP IS S88°01'04"E LOCATED ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 27 AT PAGE 001, RECORDS OF KOOTENAI COUNTY, IDAHO.

REFERENCES

- (R1) RECORD OF SURVEY AS RECORDED IN BOOK 27, PAGE 001, RECORDS OF KOOTENAI COUNTY.
- (R2) FINAL PLAT OF THE MILL RIVER 1ST ADDITION AS RECORDED IN BOOK "J" OF PLATS, PAGE 202-202D, RECORDS OF KOOTENAI COUNTY.
- (R3) FINAL PLAT OF ATLAS WATERFRONT 1ST ADDITION AS RECORDED IN BOOK "L" OF PLATS, PAGES 519-519I, RECORDS OF KOOTENAI COUNTY.



| Line # | Length | Direction |
|--------|--------|-------------|
| L1 | 40.33 | S80°20'28"E |
| L2 | 20.09 | S74°37'39"E |
| L3 | 11.95 | N22°28'52"E |

SURVEYOR'S NARRATIVE

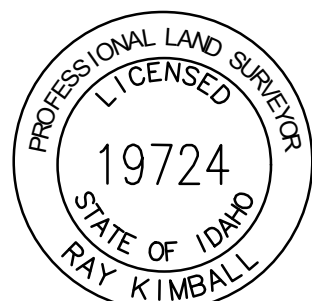
THE PURPOSE OF THIS SURVEY IS TO DOCUMENT A BOUNDARY LINE ADJUSTMENT AND PARCEL CONSOLIDATION FOR THE RIVERS EDGE APARTMENTS, LLC AND LANZCE DOUGLASS. PARCELS A AND B WERE SPLIT BY THE OLD RR RIGHT OF WAY, BUT NOW THAT ALL FOUR PARCELS (A-D) ARE UNDER ONE OWNERSHIP, THE BOUNDARY LINES ARE BEING ADJUSTED TO FIT THE PHASE LINES OF THE RIVERS EDGE PUD. BEST FIT LINES THROUGH FOUND MONUMENTS WERE USED TO ESTABLISH BEARINGS CONSISTENT WITH THE INTENT OF THOSE LINES. SOME DISCREPANCIES EXIST BETWEEN MEASURED DISTANCES BETWEEN FOUND MONUMENTS AND THE CORRESPONDING PLAT DISTANCES, BUT MONUMENTS WERE HELD UNLESS OTHERWISE NOTED. DUE TO THE LARGE CURVE RADIUS ALONG THE RIGHT OF WAY OF SELTICE WAY, SMALL CHANGES IN BEARING CAUSED BY HOLDING FOUND MONUMENTS RESULTED IN LARGE CHANGES IN CALCULATED CURVE LENGTH. THEREFORE MONUMENTS WERE HELD ALONG WITH RECORD RADIUS AND DISTANCES, SACRIFICING PERFECT TANGENCY AT THOSE POINTS. NO ATTEMPT WAS MADE TO LOCATE THE ORDINARY HIGH WATER MARK, THEREFORE THE ACREAGE OF NEW PARCEL 4 IS APPROXIMATE.

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---------|--------|---------|------------|-----------------|--------------|
| C1 | 42.83 | 112.50 | 021°48'52" | S65°31'53"E | 42.57 |
| C2 | 111.59 | 167.50 | 038°10'16" | S73°42'35"E | 109.54 |
| C3 | 30.53 | 162.50 | 010°45'48" | S87°24'49"E | 30.48 |
| C4 | 73.52 | 2814.79 | 001°29'48" | S89°10'12"E | 73.52 |
| C5 | 768.99 | 2814.79 | 015°39'11" | S80°35'43"E | 766.60 |
| C6 | 243.60 | 2814.79 | 004°57'30" | S70°17'23"E | 243.52 |
| C8 | 3.00 | 2864.79 | 000°03'36" | S68°15'34"E | 3.00 |

THIS AMENDMENT SHOWS A BEARING/DISTANCE LABEL BETWEEN PARCELS 2 AND 4 THAT WAS MISSING ON THE ORIGINAL RECORD OF SURVEY.

SURVEYOR'S CERTIFICATE

I RAY KIMBALL, PROFESSIONAL LAND SURVEYOR #19724, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AT THE REQUEST OF RIVERS EDGE APARTMENTS, LLC AND LANZCE DOUGLASS, MAY, 2021.



PROJ #: 20-2722
 DATE: 12/01/21
 DRAFTED BY: HAB
 REVIEWED BY: RDK

- CIVIL
- STRUCTURAL
- SURVEYING
- TRAFFIC
- PLANNING
- LANDSCAPE
- OTHER

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99206
 PH: 509-893-2617 FAX: 509-926-0227

AMENDED RECORD OF SURVEY
 CITY OF COEUR D'ALENE
 KOOTENAI COUNTY, IDAHO

SHEET 1 OF 1

JOB NUMBER
20-2722

EXHIBIT “B”

[Planning and Zoning Commission Findings and Order – Insert Here]

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

ZC-3-22

A. INTRODUCTION

This matter having come before the Planning Commission on, December 13, 2022, and there being present a person requesting approval of ZC-3-22 , a request for a zone change from R-12PUD and C-17PUD to R-17PUD zoning district

APPLICANT: RIVER'S EDGE APARTMENTS, LLC

LOCATION: 3528 & 3404 W. SELTICE WAY

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

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

- B1. That the existing land uses are Residential and Commercial.
- B2. That the Comprehensive Plan Map designation is Planned Development Place type.
- B3. That the zoning is R-12PUD.
- B4. That the notice of public hearing was published on November 19, 2022 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on November 17, 2022, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on December 13, 2022.

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

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 1.1

Manage shoreline development to address stormwater management and improve water quality.

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.

OBJECTIVE GD 1.7

Increase physical and visual access to the lakes and rivers.

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.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report and presentation indicating there were no objections from city departments.

- B10. That the physical characteristics of the site do make it suitable for the request at this time as noted on page 16 of the staff report there are “no topographical or physical restraints”.

- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses based on testimony and staff report and the developer to fund a traffic mitigation study and the zone change for the buildings would be similar to the buildings to the west

C. ORDER: CONCLUSION AND DECISION

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

Special conditions applied are as follows:

- 1) The PUD requested in PUD-2-19m2 is only valid if the Special Use Permit (SP-5-22) is approved by the Planning Commission and the Zone Change (ZC-3-22) is approved by City Council.
- 2) A Lighting Plan must be submitted as part of the building permits for any new apartment buildings indicating full cut off lighting.
- 3) If docks are to be constructed, the Fire Department will require access to the docks including a standpipe system.

- 4) The Idaho Department of Lands will need to review and approve any dock permits.
- 5) Any additional water service will require cap fees due at time of building permitting.
- 6) Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
- 7) Dead-end fire apparatus access roads over 150 feet in length requires FD approved turn-around. Turning radiuses for FD is 25' interior and 50' exterior.
- 8) Temporary Street signs and Address's shall be installed until permanent signs/address are installed.
- 9) FD access streets designed to hold an imposed load of 75,000 lbs. Minimum FD access width is 20' and 26' with a hydrant.
- 10) Trees are prohibited to be planted over HARSB sewer outfall pipe line easement.
- 11) A Traffic Mitigation Plan should be funded by the applicant to identify congestion mitigation measures that can be funded by development impact fees prior to reaching the forecasted congestion levels. The Traffic Mitigation Plan shall be subject to only two intersections, the Seltice-Atlas intersection and the Seltice-Northwest Boulevard intersection. The engineering firm performing the Traffic Mitigation Plan will be chosen by the City from the City's approved on-call consultant list.
- 12) Soften the 90 degree "sharp" turn in the trail on the western edge of the property.
- 13) Use 'Driveway Mix' asphalt in the construction of the trail.
- 14) Sterilize the ground with herbicide before laying down gravel and asphalt.
- 15) Maintain landscaping and amenities into perpetuity
- 16) Wastewater requires hydraulic modeling of the Mill River Sewer Pump Station with the request for increased density.
- 17) The Subject Property is within the City of Coeur d'Alene and in accordance with the 2013 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this PUD request as proposed but any increase in density will require hydraulic modeling of the added PUD sewer flows into the Mill River Pump Station.
- 18) A utility easement or R/W for the public sewer shall be dedicated to the City prior to building permits.
- 19) An unobstructed City approved "all-weather" access shall be required over all city sewers.
- 20) Payment of the Mill River Lift Station Surcharge Fee shall be required on all building permits.
- 21) This PUD shall be required to comply with the City's One Lot-One Lateral Rule.
- 22) All sewerage lines beyond and upstream of the public sewer connection shall be privately owned and maintained by the PUD's Owner at no cost to the City.
- 23) All public sewer plans require IDEQ or QLPE Approval prior to construction.

- 24) That five percent (5%) of the proposed 296 new units be available to people making Coeur d'Alene's Area Median Income (AMI) for a 4 person household. This for a period of 5 years commencing when the first buildings Certificate of Occupancy is issued. The applicant shall provide annual reports to the Planning Department comprised of rent rolls and application data for the renters qualifying for these units.
- 25) The maximum number of units for the overall project be restricted to 680.
- 26) The public trail and river front open space area(s) along the river is completed and installed before occupancy permits are issued for any of the new nine proposed apartment buildings.
- 27) An Open Space and Public Access easement with the City of Coeur d'Alene must be recorded prior to construction.
- 28) All modification requests are adhered too, as stated below:
- Decrease the maximum building height to 55' rather than 63 feet as allowed by the R-34;
 - Increase the maximum building height to 55' rather than 32 feet within 150 feet of the high water mark as required by the Shoreline Ordinance;
 - Remove the 431 unit mini-storage facility;
 - Remove the single-family residential units along the Spokane River;
 - Replace the single-family residential units 32 feet tall set 40 feet back from the Spokane River with multifamily residential units at a height of 55 feet set 80 feet back from the Spokane River;
 - Modify the number of structures from 12 multifamily 4-story buildings, totaling 384 units, one clubhouse, and 28 single-family units to 21 multifamily 4-story buildings, totaling 680 units, and one clubhouse;
 - Decrease the maximum number of units to 680 rather than 881 units as allowed in the R-34;
 - Allow for the pedestrian trail and open space amenities including docks and dock ramps to be built within 40 of the highwater mark; and
 - Decrease the overall density of the project to 26.4 units per acres rather than 34 units per acre.

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

ROLL CALL:

| | |
|------------------------|-----------|
| Commissioner Fleming | Voted Yes |
| Commissioner Ingalls | Voted Yes |
| Commissioner Luttropp | Voted Yes |
| Commissioner McCracken | Voted Yes |
| Commissioner Ward | Voted Yes |
| Chairman Messina | Voted Yes |

Commissioner Mandel was absent.

Motion to approve carried by a 6 to 0 vote.



 CHAIRMAN TOM MESSINA

EXHIBIT “C”
(Legal Descriptions of Zoning Districts & Zoning Map)

Legal Description - Rivers Edge - Zoning

The Land is described as follows:

NEW PARCEL 1: **C-17PUD**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 80°35'43" WEST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION**;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°45'49" WEST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF NORTH 73°42'35" WEST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF NORTH 65°31'53" WEST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 76°26'19" WEST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°59'13" EAST A DISTANCE OF 585.53 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 67°47'18" EAST A DISTANCE OF 170.91 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.79 FEET, A CHORD BEARING OF SOUTH 68°15'34" EAST, AND A CHORD DISTANCE OF 3.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

(Continued)

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 22°28'52" EAST A DISTANCE OF 11.95 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 70°17'23" EAST, AND A CHORD DISTANCE OF 243.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

NEW PARCEL 2: R-17PUD

A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'05" WEST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 81°30'04" WEST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 82°01'55" WEST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF NORTH 87°24'49" WEST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°45'49" EAST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT

(Continued)

HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 80°35'43" EAST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

NEW PARCEL 3: R-17PUD

A PORTION OF GOVERNMENT LOT 10 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 74°37'39" WEST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 00°59'05" EAST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 89°10'12" EAST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 89°33'06" EAST A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**

NEW PARCEL 4: R-17PUD

A PORTION OF GOVERNMENT LOT 10 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF

(Continued)

SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 133.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182"

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 18.45 FEET
TO A CALCULATED POINT SHOWN ON THE PLAT OF ATLAS WATERFRONT 1ST

ADDITION AS RECORDED IN BOOK L, PAGES 519-519I, RECORDS OF KOOTENAI COUNTY, IDAHO ON THE ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER

THENCE NORTHWESTERLY ALONG AND COINCIDENT WITH THE MEANDERING ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182", LOCATED NORTH 82°22'54" WEST A DISTANCE OF 1579.80 FEET;

THENCE NORTH 01°59'13" EAST A DISTANCE OF 205.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 76°26'19" EAST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF SOUTH 65°31'53" EAST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF SOUTH 73°42'35" EAST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF SOUTH 87°24'49" EAST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 82°01'55" EAST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

(Continued)

THENCE SOUTH 81°30'04" EAST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

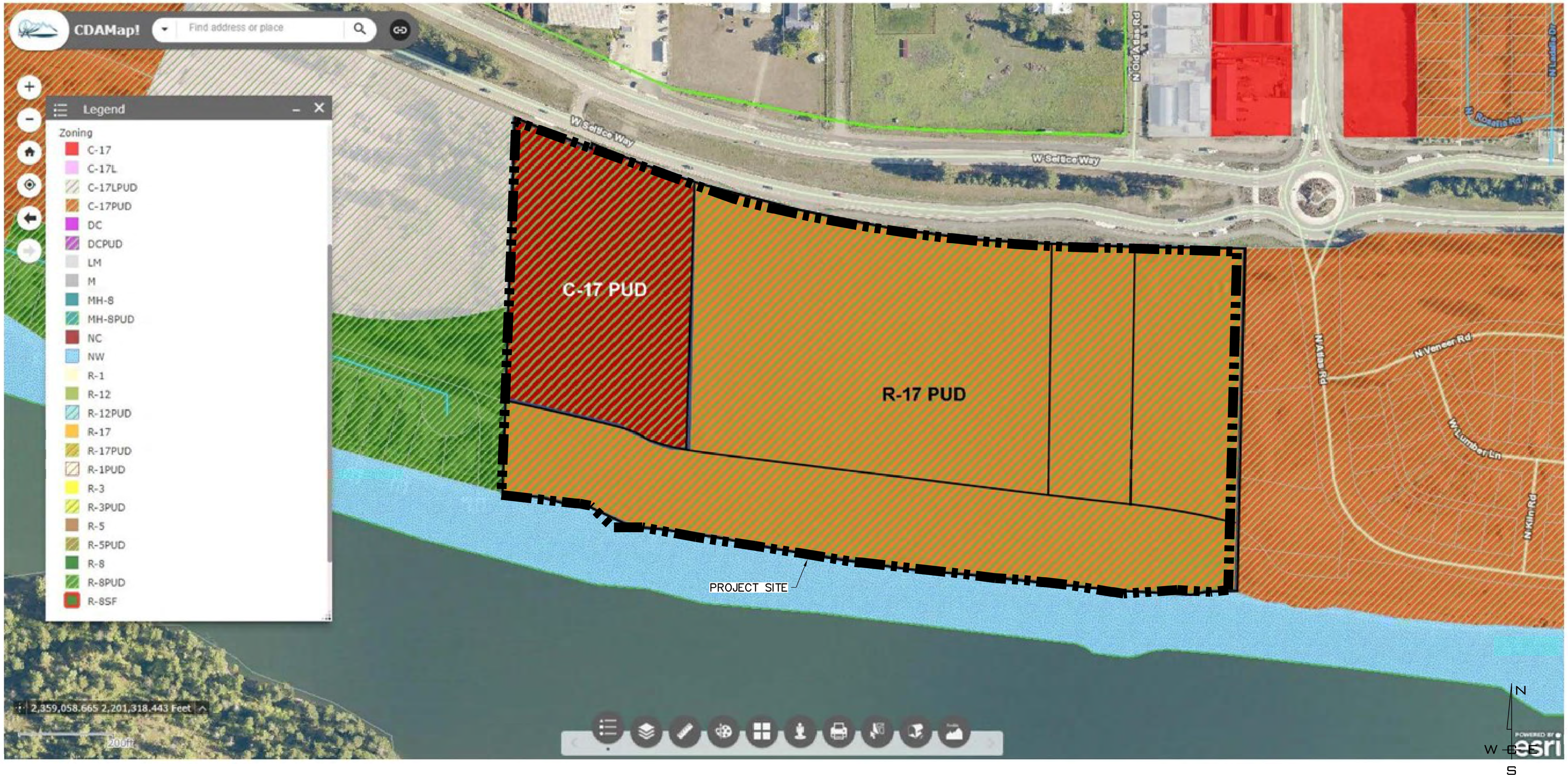
THENCE SOUTH 80°20'28" EAST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 74°37'39" EAST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION.**



PROPOSED ZONING MAP



DATUM
NGVD 29

| | |
|---------------------|------------------------|
| SCALE: | PROJ #: 15-1470 |
| HORIZONTAL: | DATE: 2/6/2019 |
| NOT TO SCALE | DRAWN: SMM |
| VERTICAL: | REVIEWED: TRW |
| N/A | |

| | |
|------------|-------------------------------------|
| CIVIL | <input type="checkbox"/> |
| STRUCTURAL | <input type="checkbox"/> |
| SURVEYING | <input type="checkbox"/> |
| TRAFFIC | <input type="checkbox"/> |
| PLANNING | <input checked="" type="checkbox"/> |
| LANDSCAPE | <input type="checkbox"/> |
| OTHER | <input type="checkbox"/> |

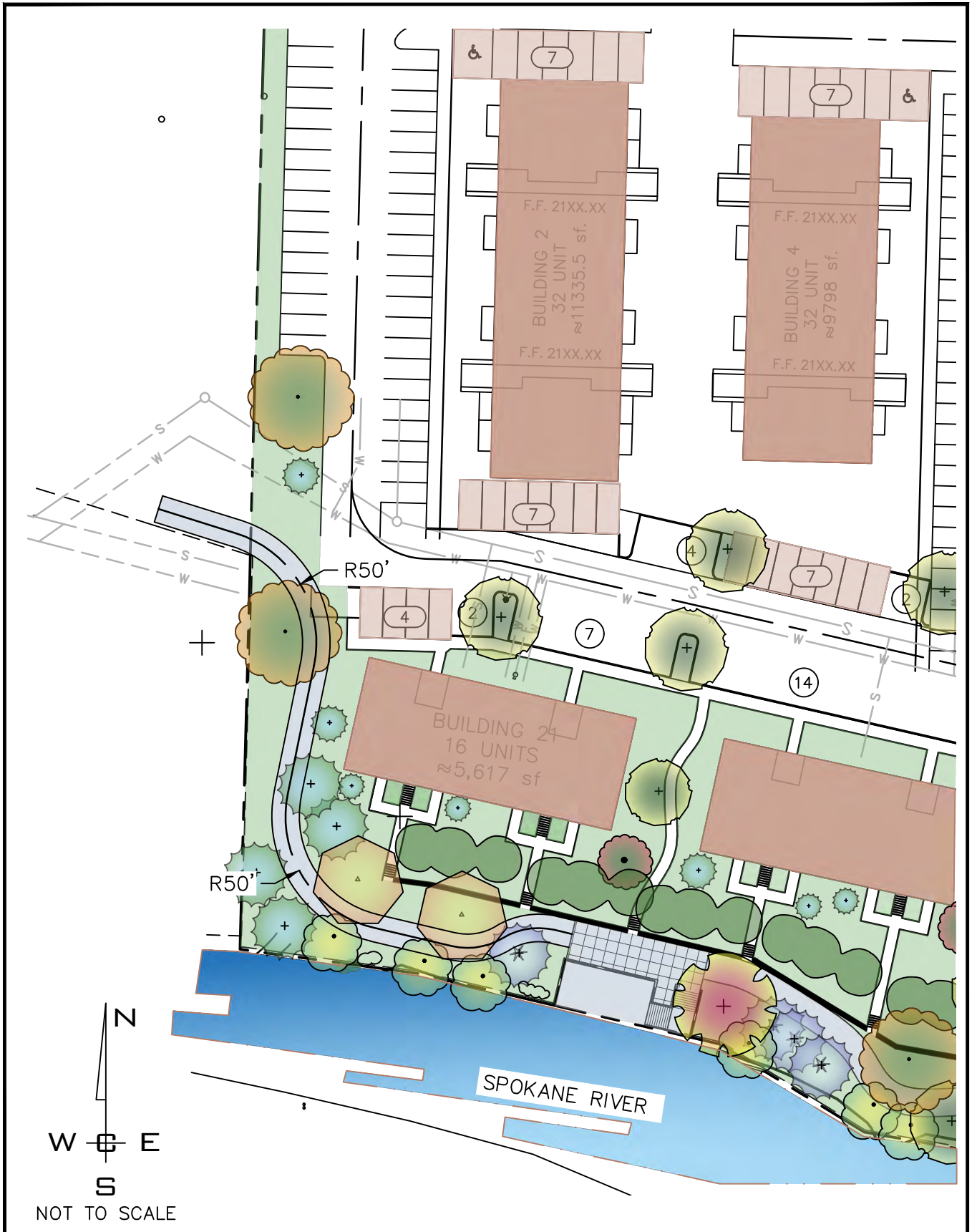
WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-9617 FAX: 509-926-0227

**RIVER'S EDGE
PROPOSED ZONING PLAN
3528 W. SELTICE WAY
COEUR D'ALENE, ID**

**SHEET
P-4**

JOB NUMBER
15-1470

EXHIBIT “D”
(Multiuse Trail/Path Along the Spokane River)



PROJ #: 20-2722
 DATE: 12/7/23
 DRAWN: RMA
 APPROVED: TRW

**CENTENNIAL TRAIL PATH
 RIVER'S EDGE PUD**
 3528 W SELTICE WAY
 COEUR D'ALENE, IDAHO

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 SOUTH PINES ROAD
 SPOKANE VALLEY, WASHINGTON 99206
 PH: 509-893-2617 FAX: 509-926-0227

FIGURE 1

EXHIBIT D

EXHIBIT “E”
(Conditions of Approval)

PROPOSED CONDITIONS FOR ZC-3-22:

The following conditions have been approved by the applicant and are included in the Development Agreement.

- 1) The PUD requested in PUD-2-19m2 is only valid if the Special Use Permit (SP-5-22) is approved by the Planning and Zoning Commission and the Zone Change (ZC-3-22) is approved by City Council.
- 2) A Lighting Plan must be submitted as part of the building permits for any new apartment buildings indicating full cut off lighting.
- 3) If docks are to be constructed, the Fire Department will require access to the docks including a standpipe system.
- 4) The Idaho Department of Lands will need to review and approve any dock permits.
- 5) Any additional water service will require cap fees due at time of building permitting.
- 6) Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense.
- 7) Dead-end fire apparatus access roads over 150 feet in length requires FD approved turn-around. Turning radiuses for FD is 25' interior and 50' exterior.
- 8) Temporary Street signs and Address's shall be installed until permanent signs/address are installed.
- 9) FD access streets designed to hold an imposed load of 75,000 lbs. Minimum FD access width is 20' and 26' with a hydrant.
- 10) Trees are prohibited to be planted over HARSB sewer outfall pipe line easement.
- 11) A Traffic Mitigation Plan should be funded by the applicant per the Development Agreement
- 12) Soften the 90 degree "sharp" turn in the trail on the western edge of the property.
- 13) Use 'Driveway Mix' asphalt in the construction of the trail.
- 14) Sterilize the ground with herbicide before laying down gravel and asphalt.
- 15) Maintain landscaping and amenities into perpetuity; PROVIDED, In the event of catastrophic flooding which damages the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas, the parties agree to work together to effectuate repairs as expeditiously as possible. While this agreement cannot constitutionally bind a City Council to the expenditure of funds beyond the current fiscal year, it is the intent of the City to use its best efforts to assist the Owner in repairing the trail, the ADA access to the beach, and/or the concrete slabs within the four public beach areas in the event of damages caused by catastrophic flooding.

Further, the City will be responsible for plowing snow from the trail and sweeping/blowing the surface of the trail on a regular basis.

- 16) Wastewater requires hydraulic modeling of the Mill River Sewer Pump Station per the Development Agreement.
- 17) The Subject Property is within the City of Coeur d'Alene and in accordance with the 2013 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this PUD request as proposed but any increase in density will require hydraulic modeling of the added PUD sewer flows into the Mill River Pump Station.
- 18) A utility easement or R/W for the public sewer shall be dedicated to the City prior to building permits.
- 19) An unobstructed City approved "all-weather" access shall be required over all city sewers.
- 20) Payment of the Mill River Lift Station Surcharge Fee shall be required on all building permits.
- 21) This PUD shall be required to comply with the City's One Lot-One Lateral Rule.
- 22) All sewerage lines beyond and upstream of the public sewer connection shall be privately owned and maintained by the PUD's Owner at no cost to the City.
- 23) All public sewer plans require IDEQ or QLPE Approval prior to construction.
- 24) The Owner agrees to make available, for persons who are making, at the time the lease is signed, One hundred percent (100%) of Kootenai County's Area Median Income (AMI) for a four-person household, at least five percent (5%) of the proposed two hundred ninety-six (296) new units, meaning no fewer than fifteen (15) units. This commitment shall be for five (5) years commencing when the Certificate of Occupancy for the first building containing such units is issued. The Owner further agrees to provide an annual report to the Planning Department consisting of rent rolls and application data for renters qualifying for these units
- 25) The maximum number of units for the overall project be restricted to 680.
- 26) A portion of the public trail and riverfront open space area(s) along the river shall be completed and installed before occupancy permits are issued for the 85th unit adjacent to the Spokane River. Said portion of the public trail and riverfront open space area(s) shall be completed and installed to the farthest extent of the building in which the 85th unit adjacent to the Spokane River is located, and any other building in which a unit is completed when the occupancy permit for the 85th unit is requested; PROVIDED, the entire public trail and riverfront open space areas shall be completed within thirty-six (36) months of the date the Owner obtains a permit for the seawall, unless the Owner is delayed for reasons beyond the Owner's reasonable control. The Owner shall apply for a permit for the seawall before June 30, 2025, and shall diligently pursue approval of the permit. This time may be extended by the City for

good cause shown, which extension shall not be unreasonably denied.

27) An Open Space and Public Access easement granted to the City of Coeur d'Alene must be recorded prior to the issuance of the Certificate of Occupancy for the building containing the 85th unit adjacent to the River. The easement shall include the multiuse trail/path that lies adjacent to the Spokane River from the east property line to the west property line and the four (4) public beach areas. The easement shall reserve to the Owner the right to trespass individuals, in accordance with State law, from the Open Space and Public accesses for uses which are outside the scope of the easement to the City, and which are inconsistent with the Owner's development and property rights.

28) All modification requests are adhered to, as stated below:

- Decrease the maximum building height to 55 feet rather than 63 feet as allowed by the R-34;
- Increase the maximum building height to 55 feet rather than 32 feet within 150 feet of the high-water mark as required by the Shoreline Ordinance;
- Remove the 431 unit mini-storage facility;
- Remove the single-family residential units along the Spokane River;
- Replace the single-family residential units 32 feet tall set 40 feet back from the Spokane River with multifamily residential units at a height of 55 feet set 80 feet back from the Spokane River;
- The project would allow for 680 units, and one clubhouse.
- Decrease the maximum number of units to 680 rather than 881 units as allowed in the R-34;
- Allow for the pedestrian trail and open space amenities including docks and dock ramps to be built within 40 of the highwater mark; and
- Decrease the overall density of the project to 26.4 units per acres rather than 34 units per acre.

CITY COUNCIL STAFF REPORT

FROM: MIKE BEHARY, ASSOCIATE PLANNER

DATE: SEPTEMBER 17, 2024

SUBJECT: A-1-24: ANNEXATION OF 5.1 ACRES AND ESTABLISHING C-17 ZONING

LOCATION: PROPERTY LOCATED AT 3505 W SELTICE WAY

OWNERS:
Shawn and Ranae Luteyn
2869 South Denali Way
Meridian, ID 83642

APPLICANT:
Scott McArthur, McArthur Engineering
P.O. Box 2488
Post Falls, ID 83877

DECISION POINT:

Should the City Council approve the requested annexation of 5.1 acres in conjunction with zoning approval from County Commercial to the C-17 commercial zoning district? An annexation agreement has been drafted. The City Council will act on that request separately.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission found that the annexation request met all of the required criteria and recommended adoption of the C-17 zoning in conjunction with the annexation request at their meeting on August 13, 2024 by a unanimous vote of 6-0.

BACKGROUND INFORMATION:

The subject property is currently the home to the Coeur d'Alene Hockey Academy (CDA Hockey Academy) and is located in an unincorporated area of Kootenai County. The subject site is adjacent to the Coeur d'Alene City limits on the west and north side of the subject site. The subject property is currently zoned County Commercial and is located within Coeur d'Alene's Area of City Impact (ACI).

The CDA Hockey Academy has been operating at this site since 2015. Students began attending the campus facility in 2021 when the Academy obtained its own accreditation. The accreditation improvement in the program has increased the interest and demand, with families looking to join the CDA Hockey Academy and bring their aspiring student athletes to live and train in Coeur d'Alene. Last year the CDA Hockey Academy had 58 full time student athletes. The Academy has indicated that with new facilities and growth its potential for attendance would be up to 150 students (see applicant's narrative in Attachment 1).

The CDA Hockey Academy has indicated that they are very excited about the future of the program and the growth of the Academy. The CDA Hockey Academy has further indicated that

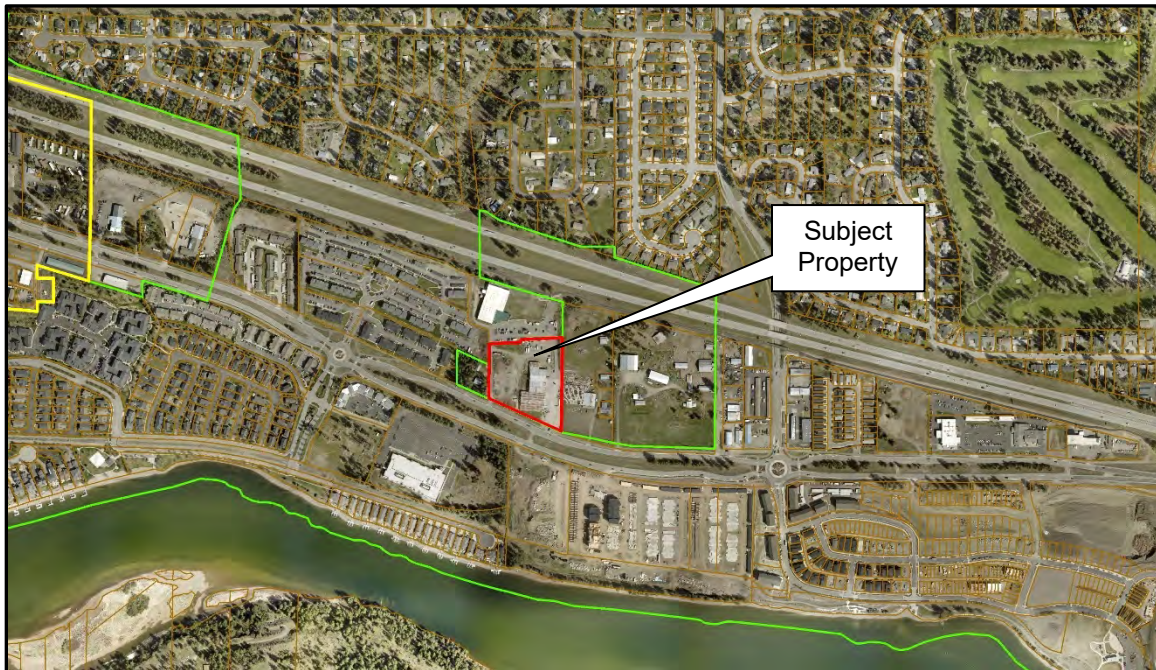
they are well positioned in Coeur d'Alene, with its leagues and memberships, to bring some of the top talent to the area to train and grow the game.

The CDA Hockey Academy is working closely with Frontier Ice Arena to add a second sheet of ice and additional locker rooms to help support this growth. In addition, the CDA Hockey Academy has plans to build a new multi-sport facility on this site. This new facility will add additional classrooms as well as allowing for additional teams, training facilities, and meal/dining options for student athletes (see site plan in Attachment 1).

There is currently a milling operation (manufacturing use) occupying the southern portion of the existing building. The applicant has said there is no established date for ending the lease with the manufacturing operation. Currently the manufacturing use is on a month-to-month lease. The CDA Hockey Academy has indicated that it wants to establish a timeline and budgets for its project first before ending the lease with the tenant of the manufacturing use.

The applicant is requesting C-17 zoning district designation in conjunction with the annexation. The zoning ordinance classifies the CDA Hockey Academy use as community education, which is a permitted use in the C-17 zoning district. See the applicants' narrative that is an attachment at the end of this report for the full details of their request.

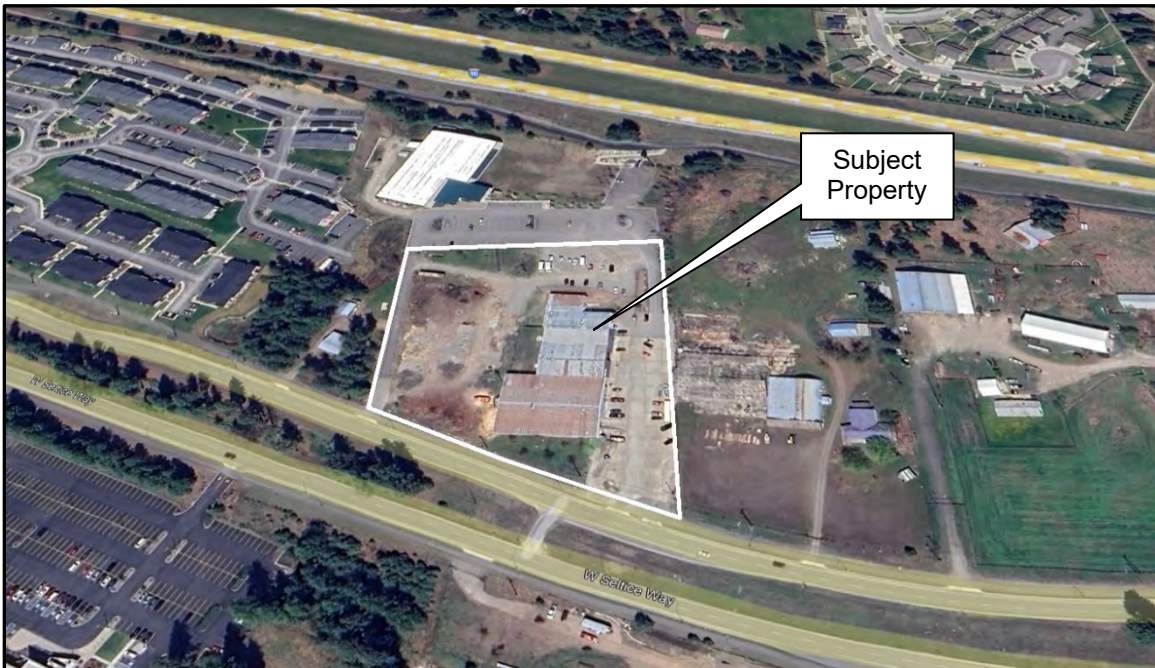
PROPERTY LOCATION MAP:



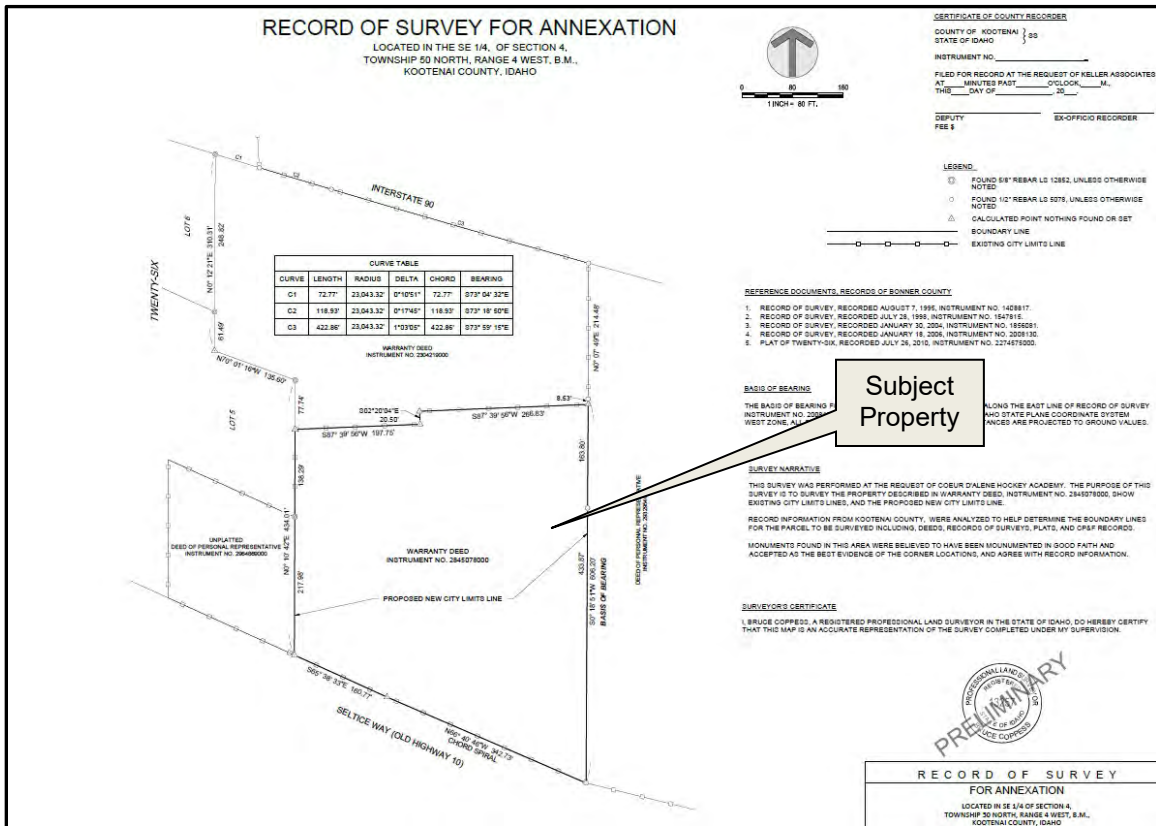
AERIAL PHOTO:



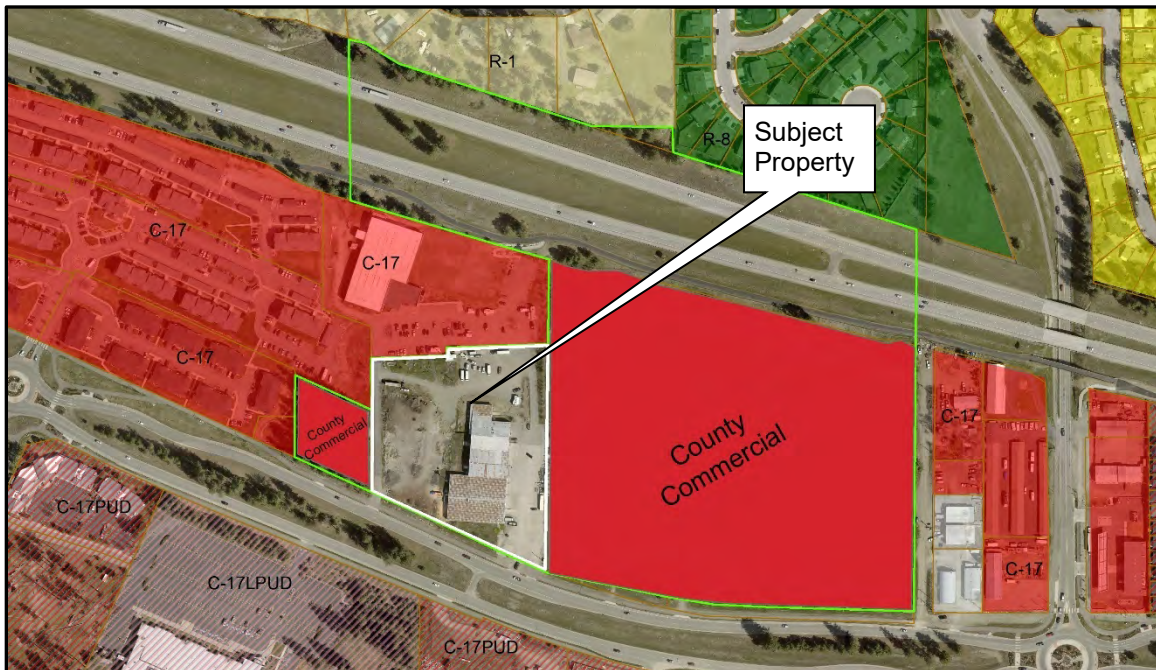
BIRDSEYE AERIAL:



ANNEXATION MAP:



EXISTING ZONING MAP:



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

Proposed C-17 Zoning District:

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

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

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

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

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

SUMMARY OF FACTS:

The following facts align with the facts listed in the draft Findings and Order worksheet for the City Council's consideration. These facts can be modified and added to as part of the motion associated with the Findings and Order, as it is the Council's duty to make the Findings and Order.

- A1.** All public hearing notice requirements have been met for item A-1-24.
- Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on August 31, 2024, seventeen days prior to the hearing.
 - Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on August 30, 2024, eighteen days prior to the hearing.
 - Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). thirty-six (36) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on August 29, 2024.
 - Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts on August 29, 2024.
 - Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b). The Notice was sent to pipeline companies providing services within 1,000 feet of the subject property on August 29, 2024.
- A2.** The subject site is located in an unincorporated area of the County, the total area of the subject property is 5.1 acres and is zoned County Commercial.
- A3.** The subject property currently has two different uses on it. The first use is a heavy industrial milling operation (manufacturing use) and the second is the education use that is run by the CDA Hockey Academy. The CDA Hockey Academy is an educational use (community education), which is a permitted use in the C-17 (Commercial at 17 units/acre) zoning district. The manufacturing use is not allowed by right in C-17 district, unless there is a special use permit for custom manufacturing. The manufacturing use is only allowed by right in the M (Manufacturing) zoning district. The community education use is not permitted in the M district.
- A4.** The Comprehensive Plan (the "Plan") Future Land Use Map designation is the General Industrial Place Type. Industrial places include manufacturing & logistics that provide a range of job types, services, and wage levels. These areas are locations that provide concentrated areas of employment areas that create goods and services with a mix of indoor industrial uses separated from residential areas. Primary uses include manufacturing, warehousing, storage, and industrial parks located in one to two-story buildings with varied

building footprints and interior ceiling heights. Industrial places are located near major transportation corridors as they often require access for large vehicles. Compatible zoning in the Industrial Place Type is Manufacturing (M) and Light Manufacturing (LM). The Comprehensive Plan did not anticipate this property being commercial; however, the adjacent Frontier Ice Arena property was annexed in with C-17 zoning.

- A5.** The Planning and Zoning Commission identified Comprehensive Plan goals and objectives that supported the request for particular consideration by the City Council on page 15 of this staff report. The City Council will need to consider the Comprehensive goals and objectives to make a decision on zoning in conjunction with annexation. See the Attachment 3 for the full list of Comprehensive Plan goals and objectives.
- A6.** The Comprehensive Plan is a guide for annexations and land use decisions, and the Future Land Use Map, in conjunction with the Goals and Objectives, shall be used by City Council to make a decision on zoning in conjunction with annexation.
- A7.** The subject property is bound by an ice arena to the north, a single-family home associated with a large agricultural tract to the east, a health care facility and a multi-family apartment complex is located south across Seltice Way, and a single-family home and a multi-family apartment complex are located to the west. Properties in the area are zoned C-17 Commercial or County Commercial.
- A8.** The subject property has a twenty-five-foot grade change across the site, along with an existing structure, parking and maneuvering areas. There is also a relatively flat area of the property, west of the existing structure, where the applicant intends to build an additional structure.
- A9.** City utilities are available to serve the project site, if annexed. All departments have indicated the ability to serve the project with the additional conditions as stated at the end of the staff report.
- A10.** The proposal is anticipated to generate up to 63 PM peak hour trips per day associated with the private school and an estimated 95 AM peak hour trips per day if there were an event. The City Engineer indicated that they have shown 192 parking spaces on the site and noted that if an event drew more than 192 vehicles, they could have overflow parking impacts. The Academy currently exists on the property adjacent to the Frontier Ice Arena. The applicant is proposing upgrades to the existing building, a new structure and other site improvements as shown on the proposed site plan. Surrounding uses are commercial, manufacturing, agricultural, and residential in nature.
- A11.** The Planning and Zoning Commission found that the property is surrounded by the city limits and annexation was necessary for the academy to expand. Bringing it into the City is considered orderly development and will increase the tax base.
- A12.** The Planning and Zoning Commission found that the C-17 zoning was appropriate given the surrounding commercial uses and commercial zoning in both the City and County, the applicable Comprehensive Plan goals and objectives that support the request, and the fact that the Manufacturing Place Type didn't anticipate the educational use (see Attachment 2).

A-1-24 ANNEXATION FINDINGS:

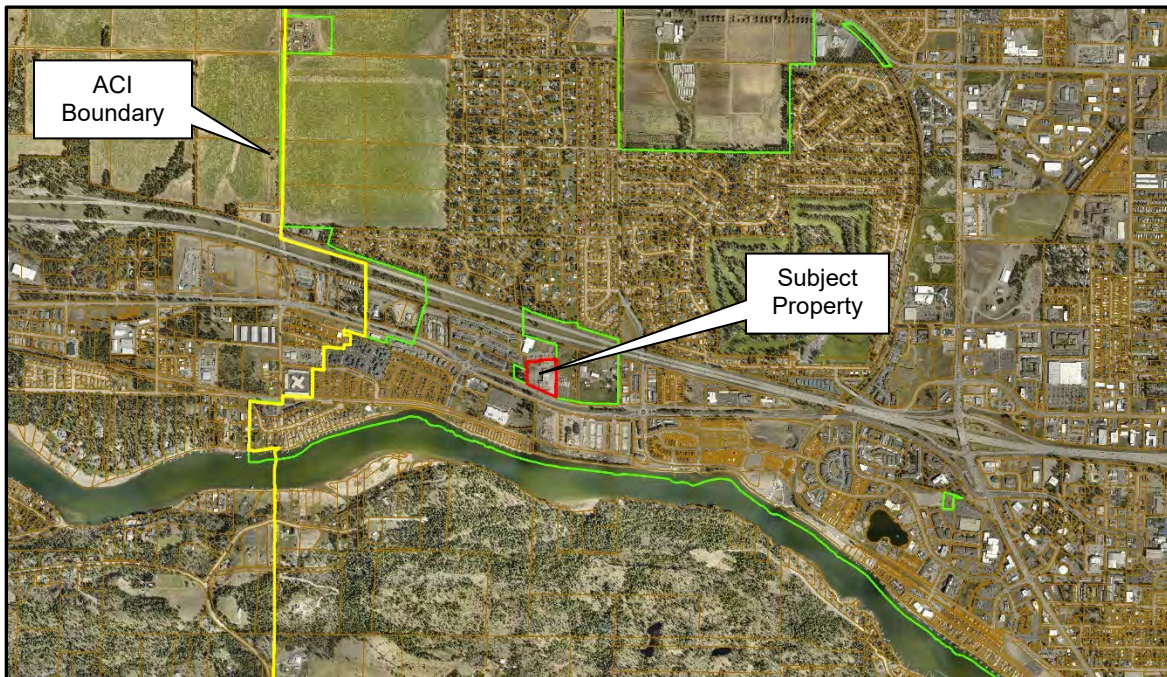
REQUIRED FINDINGS FOR ANNEXATION:

Finding B1: That this proposal (is) (is not) in conformance with the Comprehensive Plan.

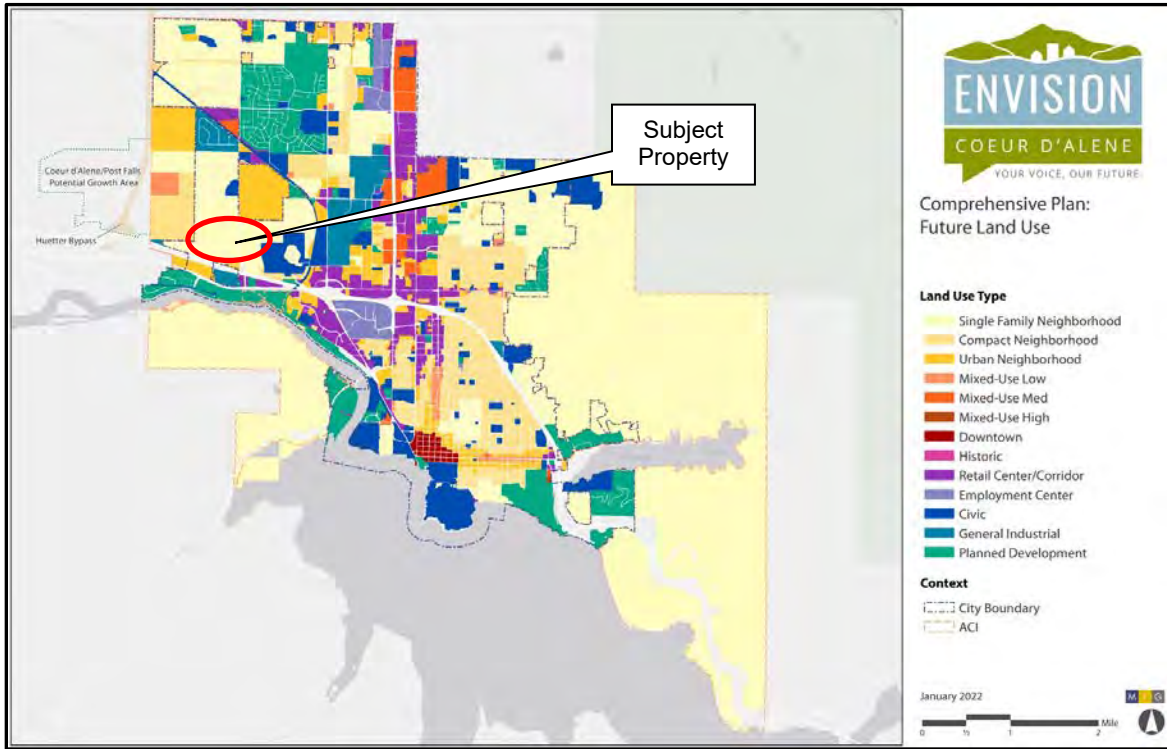
2022-2042 COMPREHENSIVE PLAN LAND USE:

- The subject property is not within the existing city limits.
- The subject site lies within the City's Area of City Impact (ACI)
- The City's Comprehensive Plan designates the subject property in the General Industrial place type.

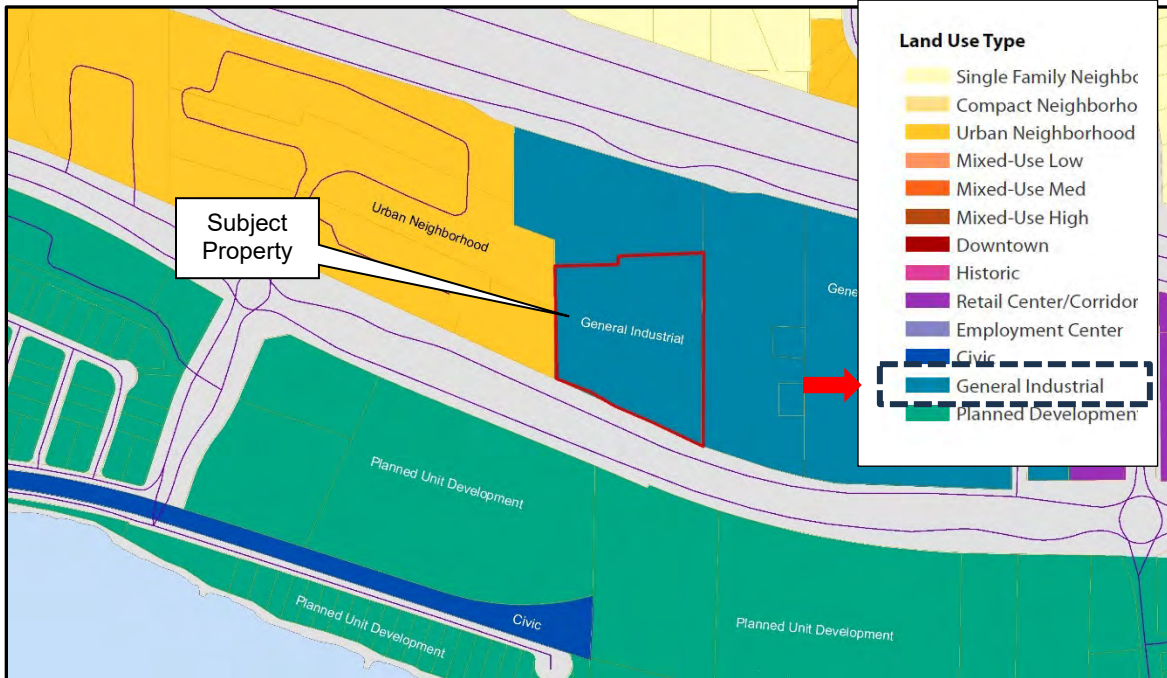
AREA OF CITY IMPACT MAP:



2042 COMPREHENSIVE PLAN LAND USE MAP:



2042 COMPREHENSIVE PLAN LAND USE MAP: Site Location



The subject site lies within the General Industrial place type as designation in the 2042 Comprehensive Plan.

2042 Comprehensive Plan Place Types:

The Place Types in this 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: General Industrial

Industrial places include manufacturing & logistics that provide a range of job types, services, and wage levels. These areas are locations that provide concentrated areas of employment that create goods and services with a mix of indoor industrial uses separated from residential areas. Primary uses include manufacturing, warehousing, storage, and industrial parks located in one to two-story buildings with varied building footprints and interior ceiling heights. Industrial places are located near major transportation corridors as they often require access for large vehicles.

Compatible Zoning Districts within the "General Industrial" Place Type:

- Light Manufacturing (LM) and Manufacturing (M)

Industrial



Key Characteristics

Industrial places include manufacturing & logistics that provide a range of job types, services, and wage levels. These areas are locations that provide concentrated areas of employment areas that create goods and services with a mix of indoor industrial uses separated from residential areas. Primary uses include manufacturing, warehousing, storage, and industrial parks located in one to two-story buildings with varied building footprints and interior ceiling heights. Industrial places are located near major transportation corridors as they often require access for large vehicles.

Transportation

- Roads able to accommodate large vehicles
- Access to arterials and highways

Typical Uses

- Primary: Manufacturing, warehousing, storage, industrial parks, automotive repair, and similar
- Secondary: Parking, dining, office, and commercial



Building Types

- 1-2 story large footprint buildings with varied forms

Compatible Zoning

- LM and M

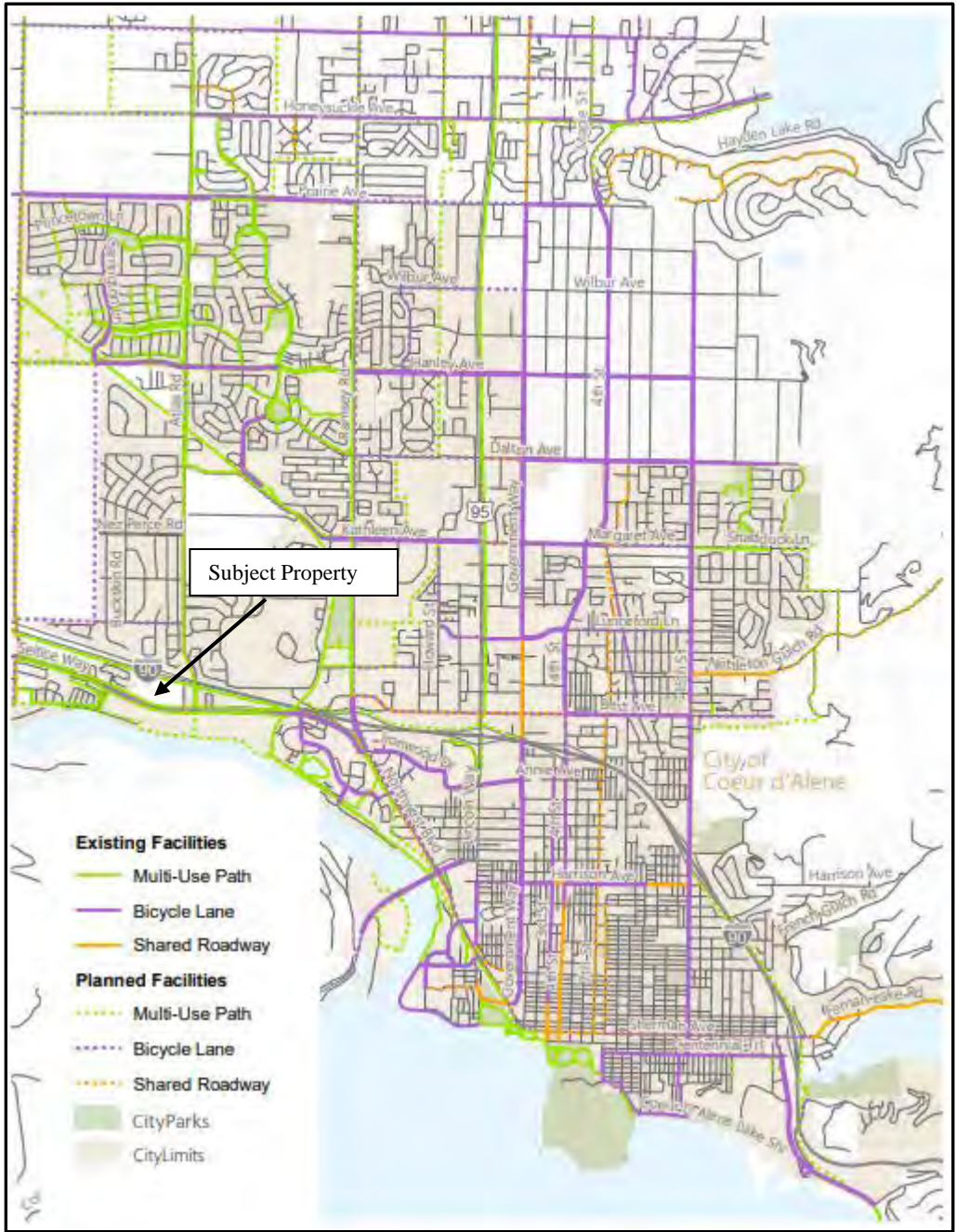
It should be noted that the Future Land Use Map is to be used as a guide in conjunction with the Goals and Objectives in the Comprehensive Plan to help make a recommendation on appropriate zoning in conjunction with annexation and other land use decisions. The General Industrial Place Type was selected for the property as part of the 2042 Comprehensive Plan because of the existing manufacturing use on the property. The surrounding uses are primarily commercial in nature, with a mix of other uses such as agricultural, manufacturing, and residential.

The Idaho Land Use Handbook: The Law of Planning, Zoning, and Property Rights in Idaho by Givens Pursley LLP provides some helpful guidance clarifying the difference between a land use map and a zoning map (<https://www.givenspursley.com/publications>, p. 67):

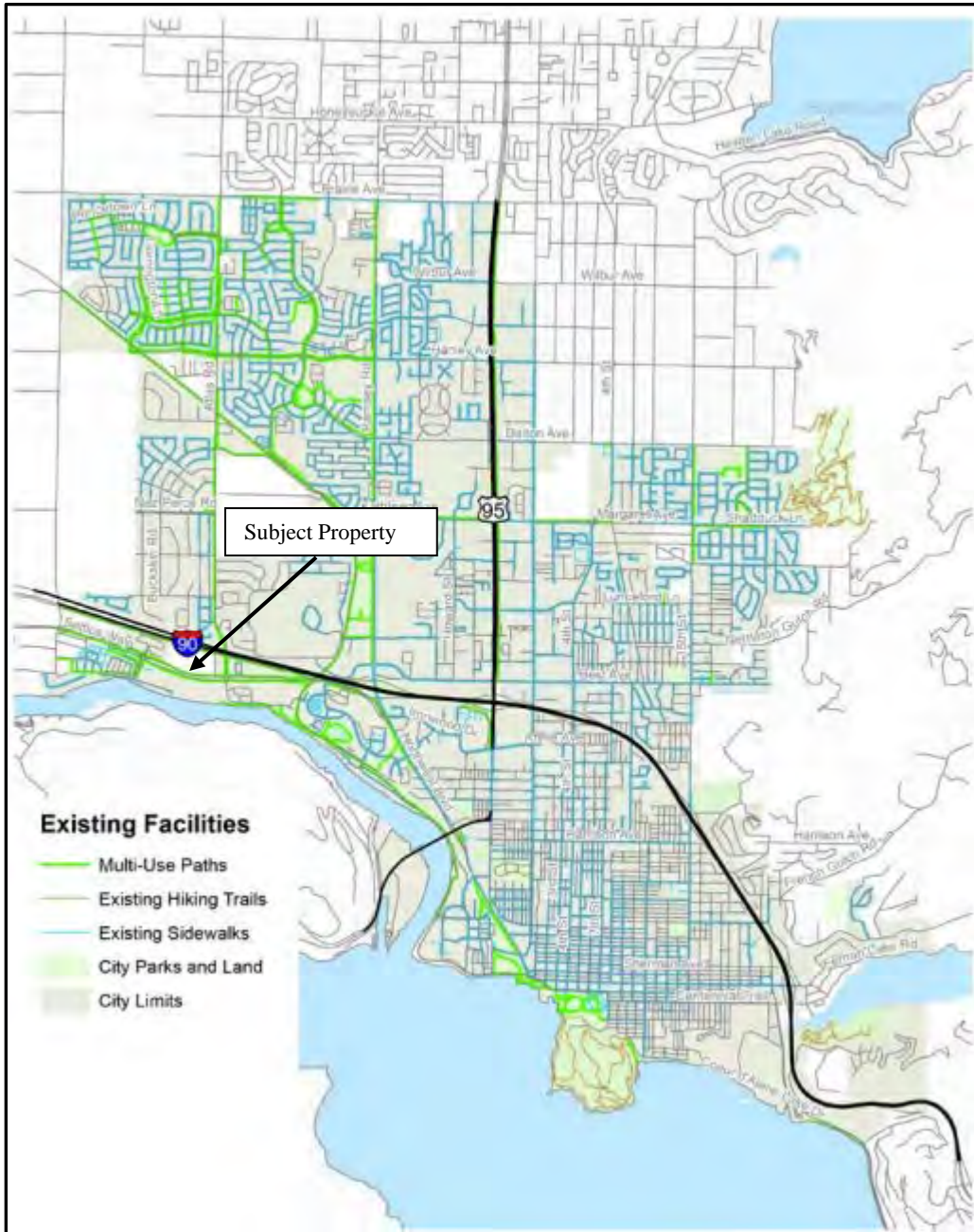
Being merely a guidance document, the land use map does not control current uses and should not be confused with the zoning map displaying the zones required to be established under section 67-6511.37 The planning map reflects forward thinking (envisioning the future). "Thus, the land use map, in essence, is a goal or forecast of future development in the City." Bone v. City of Lewiston, 107 Idaho 844, 850, 693 P.2d 1046, 1052 (1984). The zoning map, in contrast, sets out the current, operative zoning districts that control what types of developments may be constructed in a given area. The Idaho Supreme Court has ruled that a local government is not bound to grant a rezone application simply because it is consistent with the future contemplated uses shown on the land use map. Bone v. City of Lewiston, 107 Idaho 844, 850, 693 P.2d 1046, 1052 (1984). The zoning map, in contrast, sets out the current, operative zoning districts that control what types of developments may be constructed in a given area. The Idaho Supreme Court has ruled that a local government is not bound to grant a rezone application simply because it is consistent with the future contemplated uses shown on the land use map. Bone v. City of Lewiston, 107 Idaho 844, 850, 693 P.2d 1046, 1052 (1984).

Transportation Exhibits

Existing and Planned Bicycle Network



Existing and Planned Walking Network



Existing Transit Network



Comprehensive Plan Policy Framework:

Staff identified the following Plan Goals and Objectives for particular consideration by the City Council as part of this annexation request. For a complete list of possible goals and objectives, see **Attachment 3**.

Goal CI 2

Maintain a high quality of life for residents and businesses that make Coeur d’Alene a great place to live and visit.

Objective CI 2.1

Maintain the community’s friendly, welcoming atmosphere and its smalltown feel.

Goal EL 3

Provide an educational environment that provides open access to resources for all people.

Objective EL 3.2

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.

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 1.4

Increase pedestrian walkability and access within commercial development.

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 E GD 2.1

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

Goal JE 1

Retain, grow, and attract businesses.

Objective JE 1.2

Foster pro-business culture that supports economic growth.

Evaluation: *City Council will need to determine, based on the information before them, whether the Comprehensive Plan does or does not support the request. Specific ways in which the plan does or does not support this request should be stated in the Findings.*

Finding B2: **That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

STORMWATER:

Stormwater will be addressed when 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.

-Submitted by Chris Bosley, City Engineer

STREETS:

The site has frontage on Seltice Way. All trail areas along the frontage not meeting ADA requirements must be addressed at the time of construction.

-Submitted by Chris Bosley, City Engineer

WATER:

There is adequate capacity in the public water system to support domestic, irrigation and fire flow for the proposed annexation. There is an existing 2" domestic service and a 6" fire line serving the property. An 8" C-900 water main borders the west property line and a 12" C-900 water main on the south side in Seltice Way.

-Submitted by Glen Poelstra, Assistant Water Director

SEWER:

The nearest public sanitary sewer is located in the bike path to the south of subject property. The Subject Property is within the City of Coeur d'Alene Area of City Impact (ACI) and in accordance with the 2023 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity and willingness to serve this annexation request as proposed. Sewer on the proposed site will be private and must follow Idaho Plumbing codes.

-Submitted by Larry Parsons, Utility Project Manager

BUILDING:

The Building Department will need permits for the proposed use of the building as part of the annexation agreement. The owner is currently operating a school and training facility in the building. Kootenai County has permitted the building as an Assembly use when it was the Go Kart facility.

-Submitted by Ted Lantzy, City Building Official

FIRE:

Fire Department access will be needed to within 150 feet of the furthest point of the building. This may affect future uses in the previous landscaping lot (west side). A school and assembly (gym) of this size will likely require fire sprinklers and likely change of use building permits. Any further comments or conditions can be addressed during project review or permit application.

-Submitted by Craig Etherton, Fire Inspector

POLICE:

The Police Department has no issues with the proposed 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.*

Finding B3:

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

PHYSICAL CHARACTERISTICS:

The site slopes to the south and there is an approximately twenty-five-foot (25') elevation drop on the subject property. (See topography map below) There is an existing structure on the property, as noted above, in addition to maneuvering areas and parking. Additionally, the area to the west of the structure is relatively flat to accommodate a future development site for the CDA Hockey Academy. In staff's opinion, there are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request. Site photos are provided on the next few pages showing the existing conditions.

TOPOGRAPHIC MAP:



SITE PHOTO - 1: View from the southwest corner of property looking southeast.



SITE PHOTO - 2: View from the central part of subject site looking north.



SITE PHOTO - 3: View from the northwest part of property looking south.



SITE PHOTO - 4: View from the northwest part of property looking east.



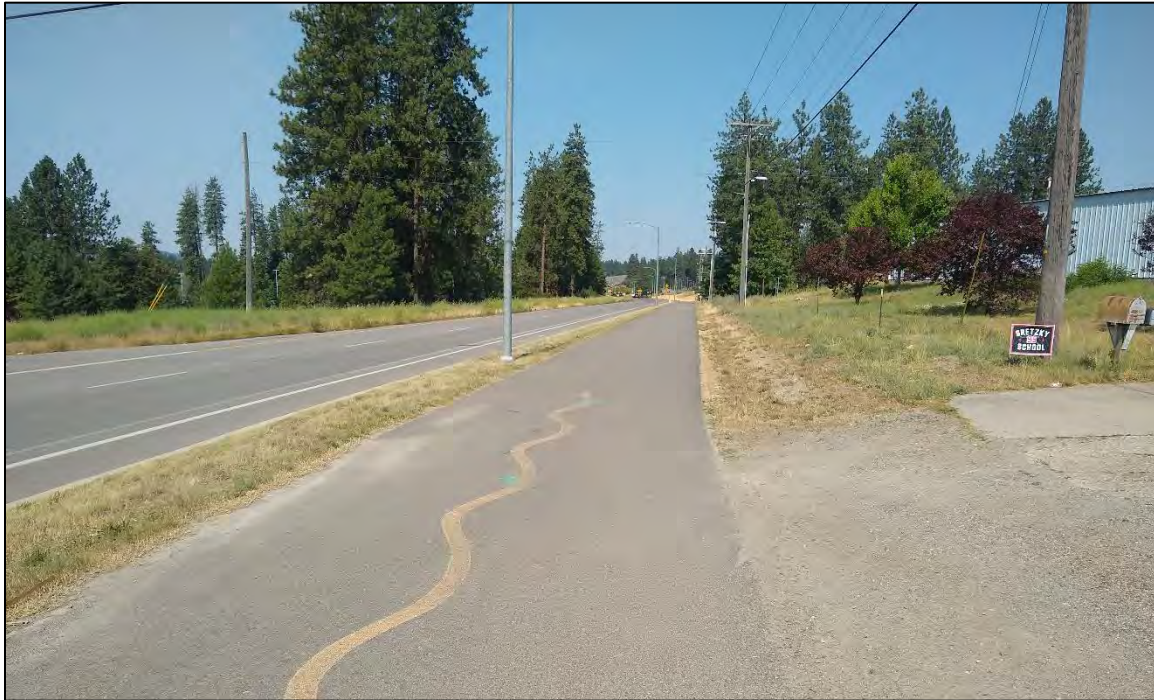
SITE PHOTO - 5: View from the northeast of property looking southwest.



SITE PHOTO - 6: View from the east side of property looking southwest.



SITE PHOTO - 7: View from the southeast part of property looking northwest.



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.*

Finding B4: **That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

TRAFFIC:

As noted above, the subject property is bordered by Seltice Way to the south which is a Principal Arterial Street. The proposed site uses were not studied in depth by the Institute of Transportation Engineers (ITE), so information on traffic generation is limited. Also, it is not clear how much of the proposed use is currently being accommodated on the site versus what increase could be expected. Therefore, two examples are provided for the uses discussed in the application using the square footage of proposed buildings. Using Land Use Code 465 – Ice Skating Rink from the ITE Trip Generation Manual, traffic from the proposed expansion is estimated to generate approximately 63 PM peak hour trips per day. Using Land Use Code 536 – Private School (K-12) from the ITE Trip Generation Manual, traffic from the proposed expansion is estimated to generate approximately 95 AM peak hour trips per day. As a potential “worse-case scenario,” the exhibit in the application depicts 192 parking spaces. So, it is possible that an event could draw as many as 192 trips before overflowing into the neighboring parking areas.

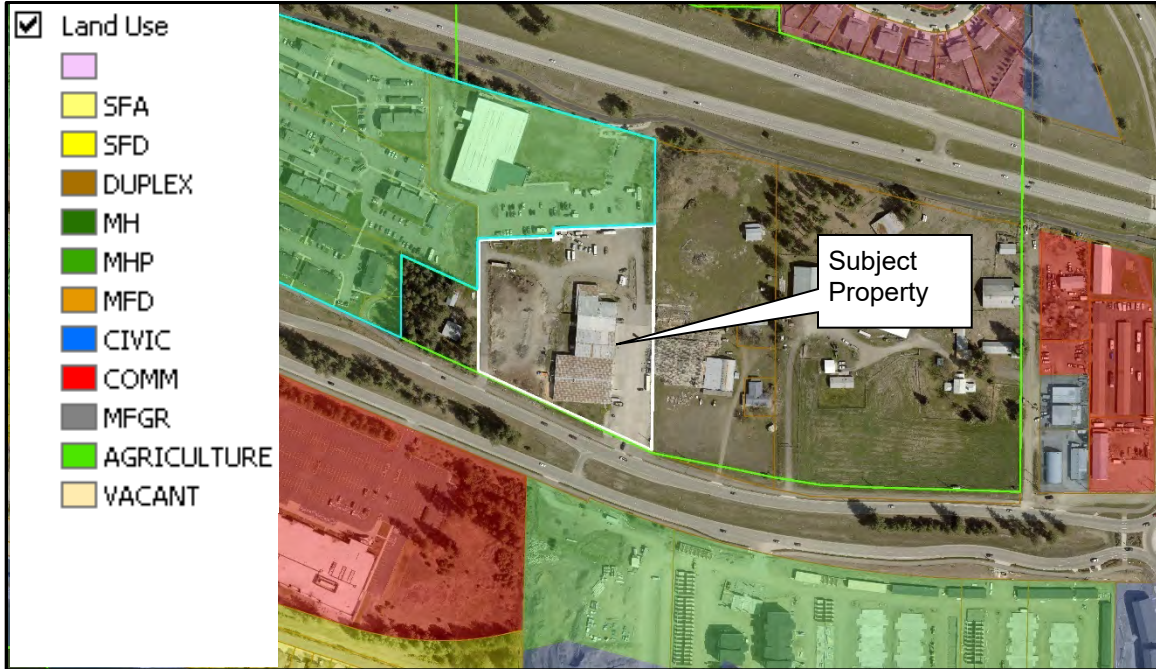
-Submitted by Chris Bosley, City Engineer

NEIGHBORHOOD CHARACTER AND LAND USES:

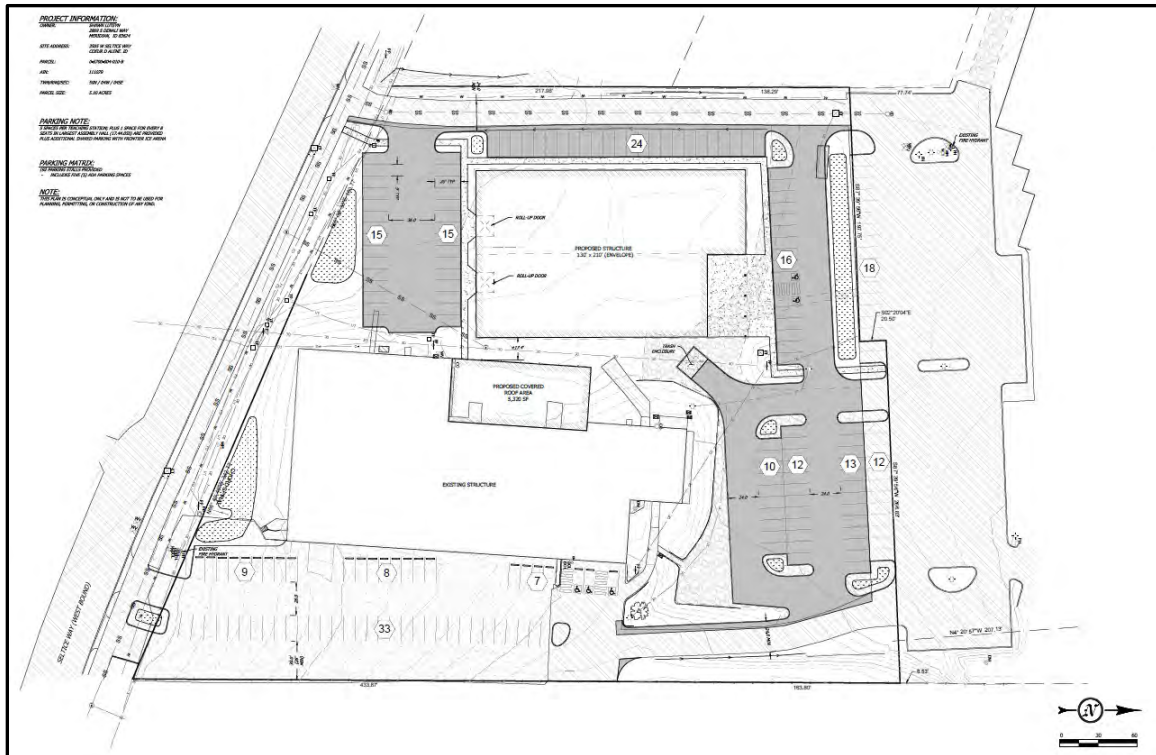
The property is surrounded by commercial, manufacturing, a large agricultural tract to the east, a health care facility and a multi-family apartment complex to the south across Seltice Way, and a single-family home and a multi-family apartment complex located to the west. The property to the north is the Frontier Ice Arena (on a separate parcel that is already within the city) which is associated with the CDA Hockey Academy. The Academy is already operating out of the existing structure on the subject property. They are requesting annexation in order to expand their facility

with city services. There is no functional change anticipated with the annexation, other than the addition of the proposed structure and other site improvements shown on the proposed site plan.

GENERALIZED LAND USE PATTERN:



PROPOSED SITE PLAN:



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
2017 Coeur d'Alene Trails Master Plan

RECOMMENDATIONS FOR ITEMS TO INCLUDE ANNEXATION AGREEMENT:

1. The existing industrial milling operation (manufacturing use) must be removed from the site prior to a building permit or site development permit is issued, whichever comes first.
2. Any additional main extensions and/or fire hydrants and services for future development of the property will be the responsibility of the developer/owner at their expense and will be done with site improvements triggered by any site development or building permit.
3. Any additional water services will have cap fees due at building permitting.
4. This project will fall under Policy #716 "One Lot, One Lateral" that only allows for one sewer lateral per parcel.
5. Any new or existing structures on this parcel must connect to City sewer and pay appropriate sewer cap fees and the Mill River LS Surcharge Fee.
6. The Building Department requires the owner to obtain permits for the proposed use of the existing building as part of the annexation agreement.
7. All existing fire protection systems must be serviced and without any deficiencies before annexation may occur (examples of fire protection systems sprinklers, alarms, fire extinguishers)

ACTION ALTERNATIVES:

City Council will need to consider this request for annexation and C-17 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:

Attachment 1 – Applicant’s Application, Narrative, and Site Plan
Attachment 2 – Planning and Zoning Commission’s Findings
Attachment 3 – Comprehensive Plan Goals and Objectives



ANNEXATION APPLICATION

STAFF USE ONLY

Date Submitted: 6-26-24 Received by: TJC Fee paid: 2,356.00 Project # A-1-24

REQUIRED SUBMITTALS

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

Application Fee: \$ 2,000.00

Publication Fee: \$ 300.00

Mailing Fee (x2): \$ 1.00 per address + \$ 28.00

(The City's standard mailing list has 28 addresses per public hearing)

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.**
- Title Report(s) by an Idaho licensed Title Company:** Title report(s) with correct ownership easements, and encumbrances prepared by a title insurance company. The report(s) shall be a full Title Report and include the Listing Packet.
- Mailing labels provided 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 within the subject property boundaries. (Including the applicant's property)
 3. A copy of the tax map showing the 300ft mailing boundary around the subject property.
- A written narrative:** Including zoning, how proposal relates to the 2022-2042 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.
- Submittal documents:** Applications will not be accepted unless all application items on the form are submitted both with original documents and an electronic copy.

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: Shawn and Renae Luteyn | | |
| MAILING ADDRESS: 2869 South Denali Way | | |
| CITY: Meridian | STATE: Idaho | ZIP: 83642 |
| PHONE: (928) 279-9001 | FAX: N/A | EMAIL: Luteyn1995@gmail.com |
| APPLICANT OR CONSULTANT: McArthur Engineering / Scott McArthur | | STATUS: <u>ENGINEER</u> OTHER |
| MAILING ADDRESS: PO Box 2488 | | |
| CITY: Post Falls | STATE: Idaho | ZIP: 83877 |
| PHONE: (208) 446-3307 | FAX: N/A | EMAIL: Scott@McArthur-eng.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: See Attached |
| EXISTING ZONING (CHECK ALL THAT APPLY): Ag. Zone <input type="checkbox"/> AS <input type="checkbox"/> RR <input type="checkbox"/> C <input checked="" 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 type="checkbox"/> R-17 <input type="checkbox"/> MH-8 <input type="checkbox"/> NC <input type="checkbox"/> C-17 <input checked="" type="checkbox"/> C-17L <input type="checkbox"/> DC <input type="checkbox"/> LM <input type="checkbox"/> M <input type="checkbox"/> NW <input type="checkbox"/> |

| | | |
|---|---|--|
| TAX PARCEL #: 0-5700-004-010B | EXISTING ZONING: Commercial (Koot.co) | ADJACENT ZONING: Comm / C-17 |
| GROSS AREA/ACRES: ± 5.1 Acres | CURRENT LAND USE: CDA Hockey Academy | ADJACENT LAND USE: Ice Arena |
| DESCRIPTION OF PROJECT/REASON FOR REQUEST: | | |
| Request for Annexation | | |
| | | |
| | | |

COMPREHENSIVE PLAN DESIGNATIONS:

| |
|--|
| PROPERTY NOT CURRENTLY LOCATED WITHIN THE CITY PLANNING AREA MUST RECEIVE A 2022-2042 COMPREHENSIVE PLAN DESIGNATION ALONG WITH THE NEW ZONING CLASSIFICATION. |
| CITY COMPREHENSIVE PLAN CATEGORY (PAGE 43): General Industrial |
| NEIGHBORHOOD AREA (PAGES 44-53): Industrial |
| SPECIAL AREAS (PAGES 61-68) N/A |

Note: The 2022-2042 Comprehensive Plan is available
https://www.cdaid.org/files/Planning/2042CompPlan/Coeur%20d'Alene_2042CompPlan.pdf

CERTIFICATION OF APPLICANT:

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

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

Signed:

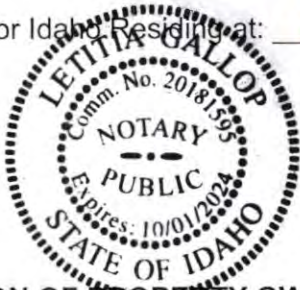
[Signature]

(applicant)

Notary to complete this section for applicant:

Subscribed and sworn to me before this 25th day of June, 2024.

Notary Public for Idaho Residing at: Kootenai



My commission expires: 10/01/2024

Signed: [Signature]

(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: _____ Telephone No.: _____

Address: _____

Signed by Owner: _____

Notary to complete this section for all owners of record:

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

Notary Public for Idaho Residing at: _____

My commission expires: _____

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: Shawn Luteyn Telephone No.: 9282799001

Address: 2869 S Denali Way, Meridian, ID 83642

Signed by Owner: DocuSigned by:
Shawn Luteyn
73896FAZBA8E47B...

Notary to complete this section for all owners of record:

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

Notary Public for Idaho Residing at: _____

My commission expires: _____

Signed: _____
(notary)

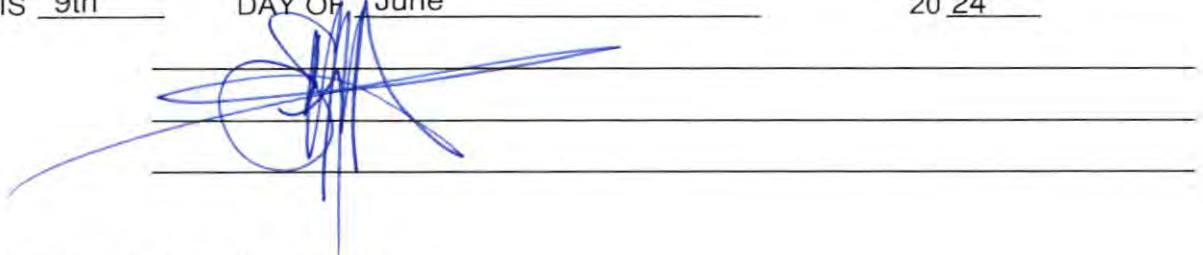
NOTE: DOCUSIGNED / SEE MCARTHUR ENGINEERING AUTHORIZATION LETTER

*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 9th DAY OF June 20 24



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 a base fee of \$800.00 and actual labor costs, if needed.

An annexation fee will be negotiated as part of the Annexation Agreement – the fee is based on \$1,133.00/dwelling unit or equivalency.

June 2024

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



Attn: Honorable Mayor Hammond and Council

RE: Luteyn Annexation Request

Dear Council:

This letter shall serve as our formal request to annex the property below into the City of Coeur d'Alene, Idaho.

Owner/Proponent: Shawn and Ranae Luteyn

Parcel: 0-5700-004-010-B

Address: 3505 West Seltice Way

The property in question is located in the Southeast quarter of Section 04, Township 50 North, Range 04 West, Boise Meridian, Kootenai County, Idaho.

A pre-annexation meeting for this request was held on April 9, 2024 with City staff and the landowner, who is aware that there are fees associated with this request, and that the annexation agreement for this request will need to be negotiated with the City of Coeur d'Alene.

Please find documentation supporting this annexation request attached to this submittal.

Thank you for your time and consideration of this annexation request.

Sincerely,

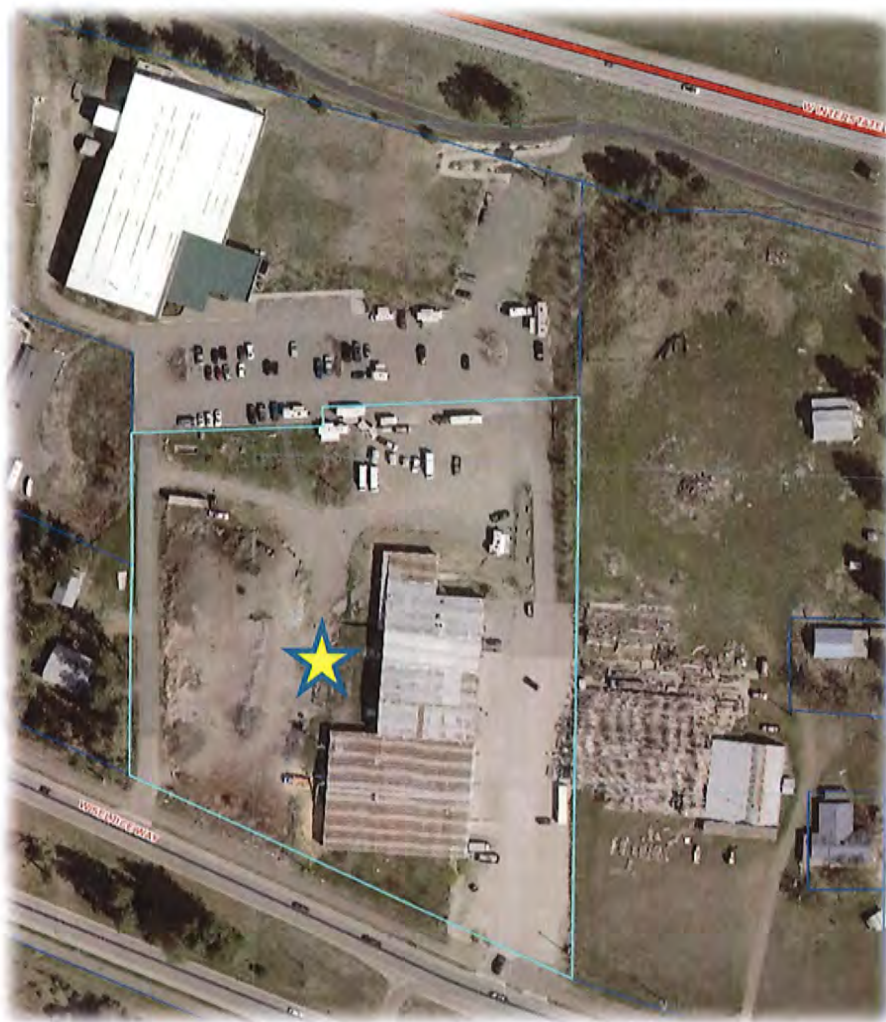


LUTEYN ANNEXATION ANNEXATION NARRATIVE

City of Coeur d'Alene, Idaho



Summary: The following shall outline Shawn and Ranae Luteyn's request for the annexation of their property into the City of Coeur d'Alene, Idaho. The property in question, located at 3505 West Seltice Way, Coeur d'Alene, Idaho, is currently contiguous with the City of Coeur d'Alene City Limits, amongst an island of County zoned parcels. The property is located West of Atlas Road, South of Interstate-90, and North of Seltice Way, and is further described as being in Section 04, Township 50 North, Range 04 West, Boise Meridian, Kootenai County, Idaho.



Parcel Information

- **Parcel:** 0-5700-004-010-B
- **AIN:** 111079
- **Site Address:** 3505 West Seltice Way
Coeur d'Alene, Idaho 83814
- **Parcel Size:** 5.096 (Assessed)
- **Current Use:** Commercial / Private Education
- **Owner:** Shawn and Ranae Luteyn
2869 South Denali Way
Meridian, Idaho 83642
Tel: (928) 279-9001
- **Legal:** See attached Last Deed

Zoning Information

- **Existing Zoning:** The parcel is currently zoned “**Commercial**” in Kootenai County, Idaho.



- **Proposed Zoning:** The proposed zoning designation for this parcel is “C-17” in the City of Coeur d’Alene, Idaho.



- **Adjacent Zoning:**
 - North: C-17 (City of Coeur d’Alene)
 - East: Commercial (Kootenai County)
 - South: C-17 PUD & C-17L PUD (City of Coeur d’Alene) – *South of Seltice Way*
 - West: Commercial (Kootenai County) and C-17 (City of Coeur d’Alene)

Comprehensive Plan Adherence

- **Natural Resources and Hazardous Areas:**
 - Spokane Valley – Rathdrum Prairie Aquifer:

This aquifer supplies water to more than half a million people in North Idaho and Eastern Washington and must be protected in the interest of sustainable service in this region. Annexation of this parcel should not have a significant impact on aquifer performance or quality.
 - Shorelines:

The amount of shoreline in the City of Coeur d’Alene is a key component leading to the tourism in the area which contributes greatly to the regional economy. The preservation of the Spokane River shoreline to the South of the subject parcel will be an important design consideration in the event that the annexed parcel undergoes site development.
 - Land Use and Community Design:

The City of Coeur d’Alene Comprehensive Plan identifies parcels in this area, adjacent to I-90 areas in the city that are generally used for commercial uses with one of those areas being along Interstate 90. This proposed annexation fits the general land use designation discussed in this section of the comprehensive plan.

- **Community & Identity:**

- Vision:

- The City of Coeur d'Alene is the cultural center of North Idaho and creates opportunities for social connections through a wide range of events, activities, resources, etc.

- Implementation:

- The anticipated development of the site will contribute to the sense of community in the City of Coeur d'Alene by improving the viability of this infill property.

- Goals and Objectives:

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

- This annexation request is being advertised, and the community is invited to speak at the public hearings regarding this process.

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

- This annexation request will be advertised, and the community is invited to speak at the public hearings.

- Goal 2: Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

- This private education opportunity is available for local, nationwide, and international high school student athletes. This facility, and its owners, attendees, guests, etc. routinely utilize area services, and live in our community during the school year (some year-round).

- Objective 2.1: Maintain the community's friendly, welcoming atmosphere and its smalltown feel.

- Making improvements to this property will enhance the aesthetics of this area of town, welcoming travelers/citizens who will see this property from Seltice Way and Interstate-90.

- **Education & Learning:**

- Vision:

- Education and lifelong learning are the foundation of Coeur d'Alene's future. The City of Coeur d'Alene's focus is on creating culturally and globally aware graduates who can make positive contributions to the community, and the world.

- Implementation:

- The proposed development, that is anticipated at this time, would expand on its current unique educational opportunities for high school students who are interested in pursuing hockey further in life. The proximity to local higher education would also create opportunities for the players to further develop their education while pursuing their hockey aspirations.

- Goals and Objectives:

- Goal 1: Provide an educational environment that provides open access to resources for all people.

This existing educational facility provides educational opportunities for those select students who seek to pursue the sport of hockey in the Coeur d'Alene area.

- Objective 1.1 Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.

This existing educational facility provides educational opportunities for those select students who seek to pursue the sport of hockey in the Coeur d'Alene area.

- Objective 1.2 Support educators in developing and maintaining high standards to attract, recruit, and retain enthusiastic, talented, and caring teachers and staff.

This existing educational facility provides teaching opportunities for area educators who seek to work in a private education high school.

- **Growth & Development:**

- Vision:

Future growth focuses on livability in the City of Coeur d'Alene by planning for a mix of land uses, employment opportunities, healthcare, quality schools, and recreation opportunities. The existing and future development is connected a by multimodal transportation system.

- Implementation:

The infrastructure that will likely be required, will support a more environmentally friendly site development and also improve multimodal transportation and preserve visual and historic qualities in the area.

- Goals and Objectives:

- Goal 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..

This facility, currently located in Kootenai County, provides teachers and students living in the Coeur d'Alene area, as well as national, and international students, with an opportunity for private education, with a focus on the sport of hockey.

- Objective 1.2 Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

The services that are located in the vicinity of this school benefit from the students and educators, and staff who purchase groceries, fuel, and other goods and services that are already available on this part of town.

- Objective 1.3 Increase pedestrian walkability and access within commercial development.

The City of Coeur d'Alene trail system fronts this property on Seltice Way, and the Centennial Trail is located between Interstate-90 and this property, with a shared parking area being located on this property for direct access to the trail system.

- Objective 1.5 Revitalize existing and create new business districts to promote opportunities for jobs, services, and housing, and ensure maximum economic development potential throughout the community.

As this property is annexed into the City of Coeur d'Alene, and improved, and grows, it will continue to provide jobs, and services that will benefit those who work and use this facility, and or for those who provide services for this facility to operate.

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

- Objective 1.1 Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.

The City of Coeur d'Alene trail system fronts this property on Seltice Way, and the Centennial Trail is located between Interstate-90 and this property, with a shared parking area being located on this property for direct access to the trail system.

- Objective 1.2 Provide an accessible, safe, efficient multimodal public transportation system including bus stop amenities designed to maximize the user experience.

The City of Coeur d'Alene trail system fronts this property on Seltice Way, and the Centennial Trail is located between Interstate-90 and this property, with a shared parking area being located on this property for direct access to the trail system.

- **Health & Safety:**

- Vision:

The City of Coeur d'Alene strives to be a safe and healthy city by continually improving mental and physical health resources, having exceptional emergency services, convenient access to open spaces, parks, etc, and providing unique and extensive social opportunities for the residents of the City.

- Implementation:

The potential development would improve emergency access to the subject parcel and the parcel to the North. Health and safety for the community of the City of Coeur d'Alene shall be an important design factor should site development occur in the future after annexation.

- Goals and Objectives:

- Goal 1: Support social, mental, and physical health in Coeur d'Alene and the greater region.

This facility currently provides educational opportunities with a focus on athletics, promoting mental and physical health for students and staff.

- Objective 1.1 Provide safe programs and facilities for the community's youth to gather, connect, and take part in healthy social activities and youth-centered endeavors.

This facility currently provides educational opportunities with a focus on athletics, promoting mental and physical health for students and staff.

- Objective 1.3 Increase access and awareness to education and prevention programs, and recreational activities.
This facility currently provides educational opportunities with a focus on athletics, promoting mental and physical health for students and staff.
- **Jobs & Economy:**
 - Vision:
The innovative and pro-business economic climate attracts new industries that support the well-educated workforce who live in the City of Coeur d'Alene. These business opportunities provide residents with opportunities for a higher quality of life.
 - Implementation:
The annexation and potential future development improvements (TBD) shall provide jobs during the design and construction, in addition to long-term jobs to maintain the new infrastructure and manage the educational facility.
- Goals and Objectives:
 - Goal 1: Retain, grow, and attract businesses
 - Objective 1.2 Foster a pro-business culture that supports economic growth.
This private educational facility provides education opportunities for local, national, and international students, while purchasing goods and services from local Coeur d'Alene businesses and merchants.

Land Use

- **Current Land Use:** The site is currently developed with one (1) large commercial structure (designated for “assembly” in Kootenai County), and associated amenities (parking, utilities, landscaping, etc.). This structure is used primarily as an educational facility (Coeur d'Alene Hockey Academy), with the underutilized portions of this building currently being used by a small manufacturing company, who shall vacate the site after annexation into the City of Coeur d'Alene.
- **Adjacent Land Uses:**
 - North: Frontier Ice Arena is located on this parcel, which is accessed through the subject property in this request.
 - East: Former stockyard, this land is not currently in use,
 - South: The property fronts the North Side of Seltice Way to the South. On the other side of the roadway, one parcel is developed as Enleaf (an internet marketing service company) with a land use designation of “COMM” while the other is currently being developed as Rivers Edge Apartments.
 - West: Land use varies on this boundary with one (1) parcel being developed as a single-family home in Kootenai County, and the other being part of Riverview Apartments (MFD).

Public Services, Facilities, & Utilities

- Potable Water: City infrastructure is already extended to the site.

- Sanitary Sewer: City infrastructure is already extended to the site.
- Police Department:
Annexation leading to any development of the subject parcel would provide better emergency service access to the subject parcel and the parcel to the North (Frontier Ice Arena). Little to no impact to the police department is anticipated.
- Fire Department:
Annexation leading to any development of the subject parcel would provide better emergency service access to the subject parcel and the parcel to the North (Frontier Ice Arena). The fire department would be involved in any improvement plan design should the parcel be annexed. The impact on the fire department should be minimal.
- Planning Department:
The involvement of the planning department would become necessary in the event of site development plans after parcel annexation. The planning department would be involved in the design/approval of site development plans.
- Building Services:
The building services team would be involved similarly to the planning department, should development of the parcel begin in the future after annexation.
- Municipal Services:
The municipal services team would be involved similarly to the planning department and building services team, should development of the parcel begin in the future after annexation.
- Finance Department:
The involvement of the finance department would be necessary but limited for this parcel. Annexation processes do not have a large impact on this department, and the possible future development would also have a minimal impact on this department.
- Library Services:
Impact to library services is not anticipated for this annexation or the potential future development/improvement of the parcel.
- Water:
Potable water infrastructure is already extended through the site to serve the parcel to the north. The incorporation of the subject parcel would not have an impact on the existing city water system. Potential future development of the site would likely include the improvement/expansion of the onsite water system as required by the city at the time of development planning.
- Wastewater:
Sanitary sewer infrastructure is already extended through and adjacent to the site in the Seltice Way right-of-way. Possible future improvements would include the improvement/expansion of the sewer infrastructure located onsite.

Comprehensive Plan

This proposed annexation request complies with the sections of the City of Coeur d'Alene Comprehensive Plan (adopted February 15, 2022) as outlined below.

▪ **City Comprehensive Plan Category:**

- "General Industrial" (pg 43 City of Coeur d'Alene Comprehensive Plan adopted February 15, 2022)

Land Use Type

- Single Family Neighborhood
- Compact Neighborhood
- Urban Neighborhood
- Mixed-Use Low
- Mixed-Use Med
- Mixed-Use High
- Downtown
- Historic
- Retail Center/Corridor
- Employment Center
- Civic
- General Industrial
- Planned Development



• **Neighborhood Area:**

- Industrial (pg 49 City of Coeur d'Alene Comprehensive Plan adopted February 15, 2022)

Industrial



Key Characteristics
Industrial places include manufacturing & logistics that provide a range of job types, services, and wage levels. These areas are locations that provide concentrated areas of employment areas that create goods and services with a mix of indoor industrial uses separated from residential areas. Primary uses include manufacturing, warehousing, storage, and industrial parks located in one to two-story buildings with varied building footprints and interior ceiling heights. Industrial places are located near major transportation corridors as they often require access for large vehicles.

Transportation

- Roads able to accommodate large vehicles
- Access to streets and highways

Typical Uses

- Primary: Manufacturing, warehousing, storage
- Industrial parks, automotive repair, and similar
- Secondary: Parking, dining, office, and commercial

Building Types

- 1-2 story large footprint buildings with varied forms

Compatible Zoning

- IM and I1

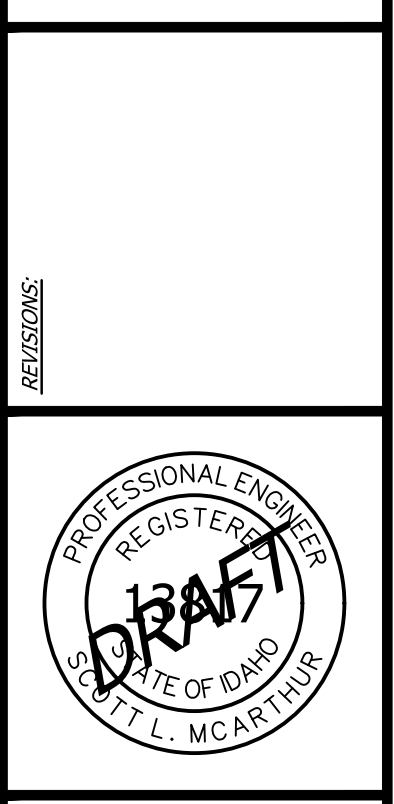
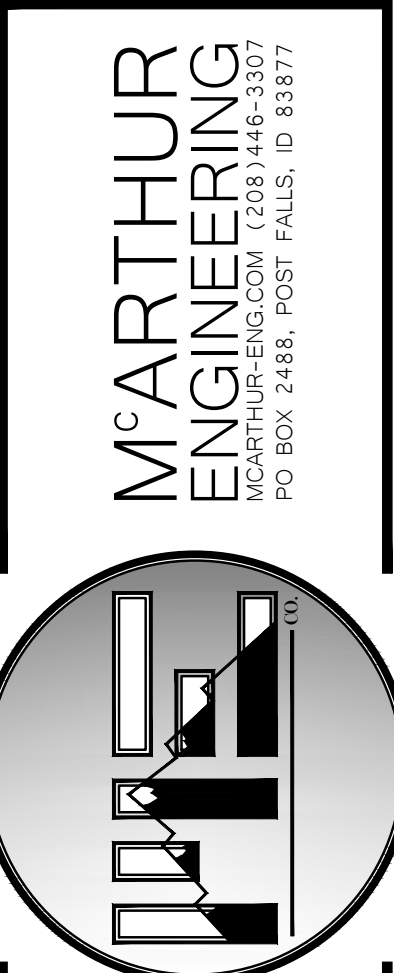
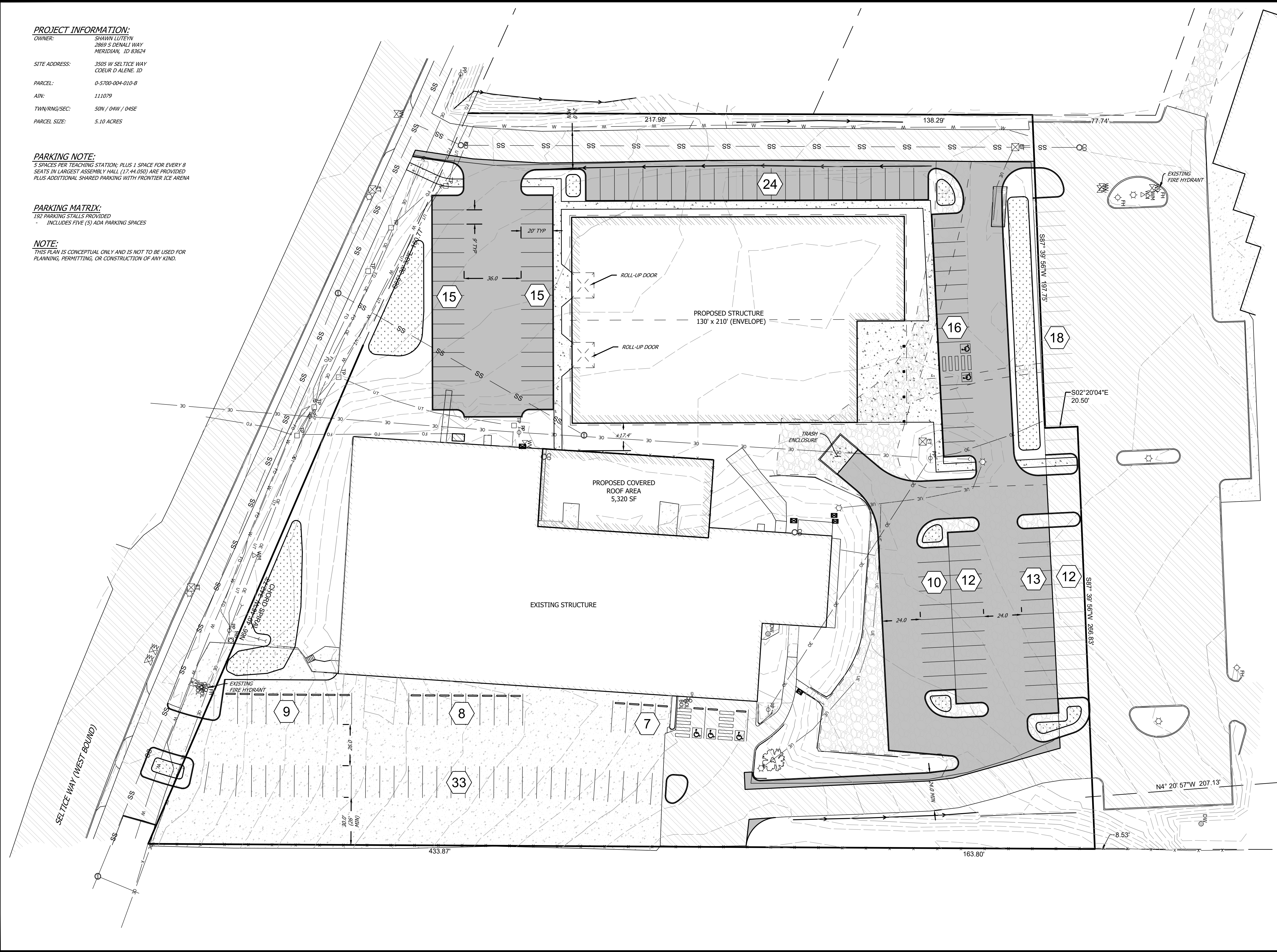



PROJECT INFORMATION:
 OWNER: SHAWN LUTEYN
 2869 S DENALI WAY
 MERIDIAN, ID 83624
 SITE ADDRESS: 3505 W SELTICE WAY
 COEUR D'ALENE, ID
 PARCEL: 0-5700-004-010-B
 AIN: 111079
 TWIN/RNG/SEC: 50N / 04W / 04SE
 PARCEL SIZE: 5.10 ACRES

PARKING NOTE:
 5 SPACES PER TEACHING STATION; PLUS 1 SPACE FOR EVERY 8 SEATS IN LARGEST ASSEMBLY HALL (17:44.050) ARE PROVIDED PLUS ADDITIONAL SHARED PARKING WITH FRONTIER ICE ARENA

PARKING MATRIX:
 192 PARKING STALLS PROVIDED
 - INCLUDES FIVE (5) ADA PARKING SPACES

NOTE:
 THIS PLAN IS CONCEPTUAL ONLY AND IS NOT TO BE USED FOR PLANNING, PERMITTING, OR CONSTRUCTION OF ANY KIND.



**CDA HOCKEY ACADEMY
 CONCEPTUAL LAYOUT**
 CITY OF COEUR D'ALENE, IDAHO



SURVEYED: KELLER
 DESIGNED: ME
 DRAWN: LAR
 CHECKED: SLM

CONCEPTUAL LAYOUT

SHEET # X1.0
 PROJECT # ME2023-074
 DATE 4/30/2024

From: Shawn
To: [BEHARY, MIKE](#)
Subject: Re: CDA Hockey Academy - Annexation
Date: Tuesday, July 23, 2024 10:39:06 AM
Attachments: [image001.png](#)

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

Hi Mike,

Let me know if this is what you are looking for. Let me know if you need anything additional.

1. The CDA Hockey Academy was established in 2015. Formerly Compete Hockey Academy.
2. The CDA Hockey Academy has been operating at the Seltice location and Frontier Ice Arena since 2015. Compete Hockey Academy operated out of the facilities since 2012. Our student athletes have only been on the Seltice Campus since 2021 when the Academy applied for and earned our own accreditation. Prior to that student athletes attended Genesis Prep or other local high schools.
3. Last year the CDA Hockey Academy had 58 full time student athletes (3 teams) and 35 weekend athletes (2 teams). The Academy believes it can operate 5 full time hockey teams and 2 weekend teams. The Academy believes with facilities and growth we could add additional sports related teams. We believe the potential for attendance would be 150 students.
4. Currently the CDA has a Principal, a counselor, an administrator, 4 teachers and 6 hockey coaches. Total the CDA Hockey Academy has 17 employees and operators.
5. Currently the CDA Hockey Academy has 2 large classrooms and 2 smaller lab/study areas for our students. We also have access and overflow to a room in Frontier Ice Arena if needed,
6. The CDA Hockey Academy does not currently have a lunch service provided for the students. It is part of the plan for the expansion on the Seltice property.
7. The CDA Hockey Academy was established in 2015, formerly Compete Hockey Academy. The CDA Academy is a member in good standing with USA Hockey, Idaho Amature Hockey and is a member of the Canadian Sports School Hockey League (CSSHL). The CDA Hockey Academy joined the CSSHL in 2015 and was the only US based member in the prestigious league making it a desired location for student athletes to attend an education based hockey training program. The CDA Hockey Academy is committed to excellence academically and athletically, and to developing the personal growth of our student athletes, We stand together to serve and represent our Academy and Community with integrity and respect. Since the inception of the Academy we have seen a strong desire for families looking for an education based program that allows the student athletes to learn and train in an environment that is tailored for their personal development. Based on that and the need during

COVID the program determined that we needed to operate our own education program which enhanced the student athletes experience both on and off the ice. In 2020 the CDA Academy began the process of accreditation and it was earned from Cognia in 2021. This improvement in the program has increased the interest and demand with families looking to join the CDA Hockey Academy and bring their aspiring student athletes to come live and train in beautiful Coeur d' Alene.

8. Over the next 5 years the CDA Hockey is very excited about the growth of the Academy and the game of hockey. Over the past few years the NHL has placed 2 teams in the Pacific Northwest with the Seattle Kracken and the relocated franchise from Phoenix moving to Salt Lake City. This will continue to grow the interest in the game of hockey and the CDA Hockey Academy is well positioned in beautiful Coeur d' Alene and with our leagues and memberships to bring some of the top talent to the area to train and grow the game. The CDA Hockey Academy is working closely with Frontier Ice Arena to add a second sheet of ice and additional locker rooms to help support this growth. In addition, the CDA Hockey Academy has plans to have built a new multi-sport facility on the Seltice property. This facility would add additional classrooms as well as additional sports, teams, training facilities and meal and dining options for student athletes and patrones of the Frontier and the Academy.

9. There has not been an established date for the move out of the Artifacts Woodworking. At this time they are on a monthly lease and we wanted to establish the timeline and budgets for the project first before disrupting their business.

Thanks. Shawn

On Mon, Jul 22, 2024 at 1:49 PM BEHARY, MIKE <MBEHARY@cdaid.org> wrote:

Shawn,

I am working on the staff report for your proposed annexation of the CDA Hockey Academy property. The Planning Commission will here this request and make a recommendation to City Council that will include the proposed C-17 commercial zoning. To help alleviate any question or concerns that they may have, could you please respond to the below list of items so that I can incorporate your responses into the staff report.

1. What year did the CDA Hockey Academy begin/establish itself?
 - a. *Date:* _____

2. How long has CDA Hockey academy been operating at this location (on Seltice Way)?
 - a. *Years:* _____ *Months:* _____

3. How many students are currently attending?
 - a. How many students do you foresee attending yearly in the future?

4. How many teachers are there?

5. How many classrooms are in the building?

6. Is there a lunch service provided for students?

7. Write a paragraph on the history of CDA Hockey Academy.

8. Write a paragraph on the five-year vision of the CDA Hockey Academy and on the future development of the property including the proposed expansion.

9. When is the heavy Industrial Milling Operation (Manufacturing Use) that is currently in the building on the property ending its operation there?
 - a. Date: _____

If I can get your responses by the end of day on Wednesday July 24th, that would be great.

Thank you,

Mike Behary, AICP, MURP

Associate Planner

City of Coeur d'Alene, ID

208-769-2271

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

A-1-24

INTRODUCTION

This matter came before the Planning and Zoning Commission on August 13, 2024, to consider A-1-24, a request to recommend that the zoning of 5.1 acres adjacent to Seltice Way, if annexed, be C-17.

LOCATION: 3505 W. Seltice Way, Coeur d'Alene, ID 83814

OWNERS: Shawn and Ranae Luteyn

APPLICANT: McArthur Engineering, Scott McArthur

A. FINDINGS OF FACT:

The Planning & Zoning Commission finds that the following facts, A1 through A10 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. The Commission also finds that facts A1 through A4 are established through the staff report and presentation, and there is no dispute on these matters.

A1. All public hearing notice requirements have been met for item A-1-24.

- Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on July 27, 2024, seventeen days prior to the hearing.
- Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on July 29, 2024, fifteen days prior to the hearing.
- Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). thirty-six (36) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on July 25, 2024.
- Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts on July 25, 2024.
- Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b). The

Notice was sent to pipeline companies providing services within 1,000 feet of the subject property on July 25, 2024.

- A2.** The subject site is located in the unincorporated area of the county and the total area of the subject property is 5.1 acres and is zoned County Commercial.
- A3.** The subject property currently has two different uses on it. The first use is a heavy industrial milling operation (manufacturing use) and the second is the education use that is run by the CDA Hockey Academy. The educational use is a permitted use in the C-17 Commercial zoning district and the manufacturing use is not allowed in the C-17 Commercial district. The heavy manufacturing use is only allowed in the (M) Manufacturing zoning district. The community education use is not permitted in the M Manufacturing zoning district.
- A4.** The Comprehensive Plan Future Land Use Map designates this property as the General Industrial Place Type. Industrial places include manufacturing & logistics that provide a range of job types, services, and wage levels. These areas are locations that provide concentrated areas of employment areas that create goods and services with a mix of indoor industrial uses separated from residential areas. Primary uses include manufacturing, warehousing, storage, and industrial parks located in one to two-story buildings with varied building footprints and interior ceiling heights. Industrial places are located near major transportation corridors as they often require access for large vehicles. Compatible zoning in the Industrial Place Type is Manufacturing (M) and Light Manufacturing (LM). The Comprehensive Plan did not anticipate this property being commercial; however, the adjacent Frontier Ice Arena property was annexed in with C-17 zoning.
- A5.** The Comprehensive Plan is a guide for annexations and land use decisions, and the Future Land Use Map in conjunction with the Goals and Policies shall be used by the Planning and Zoning Commission to make a recommendation on zoning in conjunction with annexation. The following Comprehensive Plan goals and objectives support this request:

Community & Identity

Goal CI 2

Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

Objective CI 2.1

Maintain the community's friendly, welcoming atmosphere and its smalltown feel.

Education & Learning

Goal EL 3

Provide an educational environment that provides open access to resources for all people.

Objective EL 3.2

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.

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 1.4

Increase pedestrian walkability and access within commercial development.

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 E GD 2.1

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

Jobs & Economy

Goal JE 1

Retain, grow, and attract businesses.

Objective JE 1.2

Foster pro-business culture that supports economic growth.

- A6. The subject property is bound by an ice arena to the north, a single-family home associated with a large agricultural tract to the east, a health care facility and a multi-family apartment complex is located south across Seltice Way, and a single-family home and a multi-family apartment complex are located to the west. Properties in the area are zoned C-17 Commercial or County Commercial.
- A7. The subject property has a twenty-five-foot grade change across the site, along with an existing structure, parking and maneuvering areas. There is also a relatively flat area of the property, west of the existing structure, where the applicant intends to build an additional structure.
- A8. City utilities are available to serve the project site, if annexed. All departments have indicated the ability to serve the project with the additional conditions as stated at the end of the staff report.
- A9. The proposal is anticipated to generate up to 63 PM peak hour trips per day associated with the private school and an estimated 95 AM peak hour trips per day if there were an event. The City Engineer indicated that they have shown 192 parking spaces on the site and noted that if an event drew more than 192 vehicles, they could have overflow parking impacts. The Academy currently exists on the property adjacent to the Frontier Ice Arena. The applicant is proposing upgrades to the existing building, a new structure and other site improvements as shown on the proposed site plan. Surrounding uses are commercial, manufacturing, agricultural, and residential in nature.
- A10. This property is surrounded by the city limits. Annexation is necessary for the academy to expand. Bringing it into the City is considered orderly development and will increase the tax base.

B. CONCLUSIONS OF LAW:

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

- B1. That this proposal is in conformance with the Comprehensive Plan policies.
- B2. That public facilities and utilities are available and adequate for the proposed use.
- B3. That the physical characteristics of the site do make it suitable for the request at this time.
- B4. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses.

C. DECISION

The Planning and Zoning Commission, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zoning does comply with the required evaluation criteria and recommends that the City Council adopt the C-17 zoning with the following conditions to be included in an Annexation Agreement if Council approves the annexation:

1. The existing industrial milling operation (manufacturing use) must be removed from the site prior to a building permit or site development permit is issued, whichever comes first.
2. Any additional main extensions and/or fire hydrants and services for future development of the property will be the responsibility of the developer/owner at their expense and will be done with site improvements triggered by any site development or building permit.
3. Any additional water services will have cap fees due at building permitting.
4. This project will fall under Policy#716 "One Lot, One Lateral" that only allows for one sewer lateral for parcel.
5. Any new or existing structures on this parcel must connect to City sewer and pay appropriate sewer cap fees and Mill River LS Surcharge Fee.
6. The Building Department requires the owner to obtain permits for the proposed use of the existing building as part of the annexation agreement.
7. All existing fire protection systems must be serviced and without any deficiencies before annexation may occur (examples of fire protection systems sprinklers, alarms, fire extinguishers)

Motion by Commissioner Fleming, seconded by Commissioner McCracken, to approve A-1-24. Motion carried.

ROLL CALL:

| | |
|------------------------|-----------|
| Commissioner Fleming | Voted Aye |
| Commissioner Ingalls | Voted Aye |
| Commissioner Coppess | Voted Aye |
| Commissioner McCracken | Voted Aye |
| Commissioner Ward | Voted Aye |
| Chairman Messina | Voted Aye |

Motion carried by a 6 to 0 vote.

COMPREHENSIVE PLAN GOALS AND OBJECTIVES

Community & Identity



Goal CI 1

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



OBJECTIVE CI 1.1

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



Goal CI 2

Maintain a high quality of life for residents and businesses that make Coeur d’Alene a great place to live and visit.



OBJECTIVE CI 2.1

Maintain the community’s friendly, welcoming atmosphere and its smalltown feel.



OBJECTIVE CI 2.2

Support programs that preserve historical collections, key community features, cultural heritage, and traditions.



Goal CI 3

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



OBJECTIVE CI 3.1

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



Goal CI 4

Coeur d’Alene is a community that works to support cultural awareness, diversity and inclusiveness.



OBJECTIVE CI 4.1

Recognize cultural and economic connections to the Coeur d’Alene Tribe, acknowledging that this area is their ancestral homeland.



OBJECTIVE CI 4.2

Create an environment that supports and embraces diversity in arts, culture, food, and self-expression.



OBJECTIVE CI 4.3

Promote human rights, civil rights, respect, and dignity for all in Coeur d’Alene.

Education & Learning



Goal EL 3

Provide an educational environment that provides open access to resources for all people.



OBJECTIVE EL 3.2

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.



OBJECTIVE EL 3.3

Support educators in developing and maintaining high standards to attract, recruit, and retain enthusiastic, talented, and caring teachers and staff.



Goal EL 4

Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.



OBJECTIVE EL 4.1

Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.



OBJECTIVE EL 4.2

Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.

Environment & Recreation



Goal ER 1

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



OBJECTIVE ER 1.1

Manage shoreline development to address stormwater management and improve water quality.



OBJECTIVE ER 1.2

Improve the water quality of Coeur d'Alene Lake and Spokane River by reducing the use of fertilizers, pesticides, herbicides, and managing aquatic invasive plant and fish species.



OBJECTIVE ER 1.3

Enhance and improve lake and river habitat and riparian zones, while maintaining waterways and shorelines that are distinctive features of the community.



OBJECTIVE ER 1.4

Reduce water consumption for landscaping throughout the city.



Goal ER 2

Provide diverse recreation options.



OBJECTIVE ER 2.2

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



OBJECTIVE ER 2.3

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



Goal ER 3

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



OBJECTIVE ER 3.1

Preserve and expand the number of street trees within city rights-of-way.



OBJECTIVE ER 3.2

Protect and enhance the urban forest, including wooded areas, street trees, and "heritage" trees that beautify neighborhoods and integrate nature with the city.



OBJECTIVE ER 3.3

Minimize the risk of fire in wooded areas that also include, or may include residential uses.



OBJECTIVE ER 3.4

Protect the natural and topographic character, identity, and aesthetic quality of hillsides.



Goal ER 4

Reduce the environmental impact of Coeur d'Alene.



OBJECTIVE ER 4.1

Minimize potential pollution problems such as air, land, water, or hazardous materials.

- **OBJECTIVE ER 4.2**
Improve the existing compost and recycling program.

Growth & Development



Goal GD 1

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



OBJECTIVE GD 1.1

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



OBJECTIVE GD 1.3

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



OBJECTIVE GD 1.4

Increase pedestrian walkability and access within commercial development.



OBJECTIVE GD 1.5

Recognize neighborhood and district identities.



OBJECTIVE GD 1.6

Revitalize existing and create new business districts to promote opportunities for jobs, services, and housing, and ensure maximum economic development potential throughout the community.



OBJECTIVE GD 1.7

Increase physical and visual access to the lakes and rivers.



OBJECTIVE GD 1.8

Support and expand community urban farming opportunities.



Goal GD 2

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



OBJECTIVE GD 2.1

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



OBJECTIVE GD 2.2

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



Goal GD 3

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



OBJECTIVE GD 3.1

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



OBJECTIVE GD 3.2

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



Goal GD 4

Protect the visual and historic qualities of Coeur d'Alene

- OBJECTIVE GD 4.1**
Encourage the protection of historic buildings and sites.

- Goal GD 5**
Implement principles of environmental design in planning projects.

- OBJECTIVE GD 5.1**
Minimize glare, light trespass, and skyglow from outdoor lighting.

Health & Safety



Goal HS 1

Support social, mental, and physical health in Coeur d'Alene and the greater region.



OBJECTIVE HS 1.1

Provide safe programs and facilities for the community's youth to gather, connect, and take part in healthy social activities and youth-centered endeavors.



OBJECTIVE HS 1.2

Expand services for the city's aging population and other at-risk groups that provide access to education, promote healthy lifestyles, and offer programs that improve quality of life.



OBJECTIVE HS 1.3

Increase access and awareness to education and prevention programs, and recreational activities.



Goal HS 3

Continue to provide exceptional police, fire, and emergency services.



OBJECTIVE HS 3.2

Enhance regional cooperation to provide fast, reliable emergency services.



OBJECTIVE HS 3.3

Collaborate with partners to increase one on one services.

Jobs & Economy



Goal JE 1

Retain, grow, and attract businesses



OBJECTIVE JE 1.1

Actively engage with community partners in economic development efforts.



OBJECTIVE JE 1.2

Foster a pro-business culture that supports economic growth.



Goal JE 3

Enhance the Startup Ecosystem



OBJECTIVE JE 3.1

Convene a startup working group of business leaders, workforce providers, and economic development professionals and to define needs.



OBJECTIVE JE 3.2

Develop public-private partnerships to develop the types of office space and amenities desired by startups.



OBJECTIVE JE 3.3

Promote access to the outdoors for workers and workers who telecommute.



OBJECTIVE JE 3.4

Expand partnerships with North Idaho College, such as opportunities to use the community maker space and rapid prototyping (North Idaho College Venture Center and Gizmo) facilities.

City Council



September 17, 2024

**A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
*Coeur d'Alene Hockey Academy***

OWNERS:

Shawn and Ranae Luteyn
2869 South Denali Way
Meridian, ID 83642

APPLICANT :

McArthur Engineering
P.O. Box 2488
Post Falls, ID 83877

A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

REQUEST:

The applicant is requesting annexation of 5.1 acres in conjunction with zoning approval from County Commercial to the C-17 Commercial zoning district.

LOCATION:

Located at 3505 W Seltice Way.

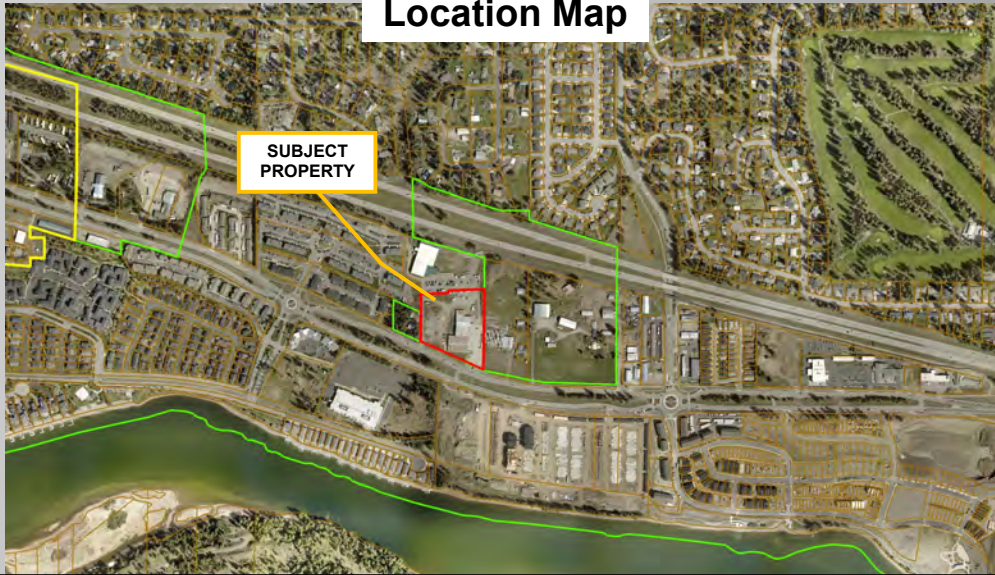
A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

PUBLIC HEARING NOTICES:

- Published in the CDA Press on August 31, 2024
- 36 notices were mailed to all properties within the land being considered for annexation and within 300 feet on August 29, 2024
- Notice was provided to all political subdivisions/pipeline companies
- Notice was posted on the property on August 30, 2024

A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

Location Map



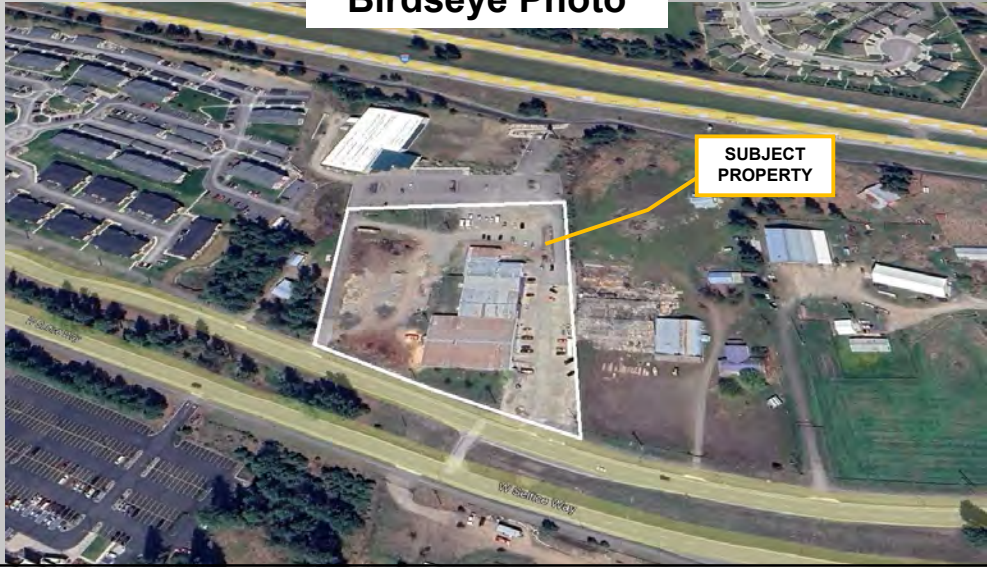
A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

Aerial Photo



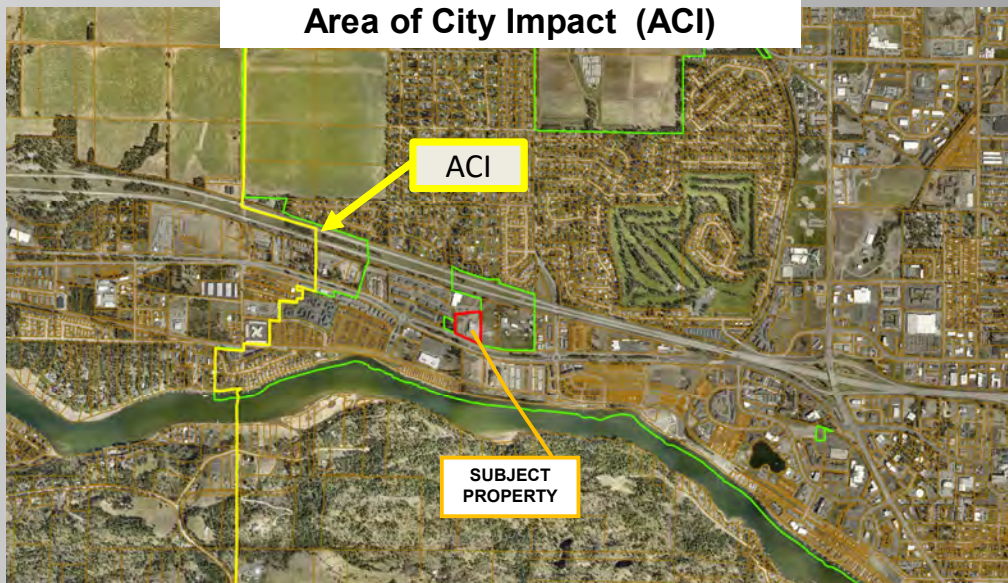
**A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
*Coeur d'Alene Hockey Academy***

Birdseye Photo

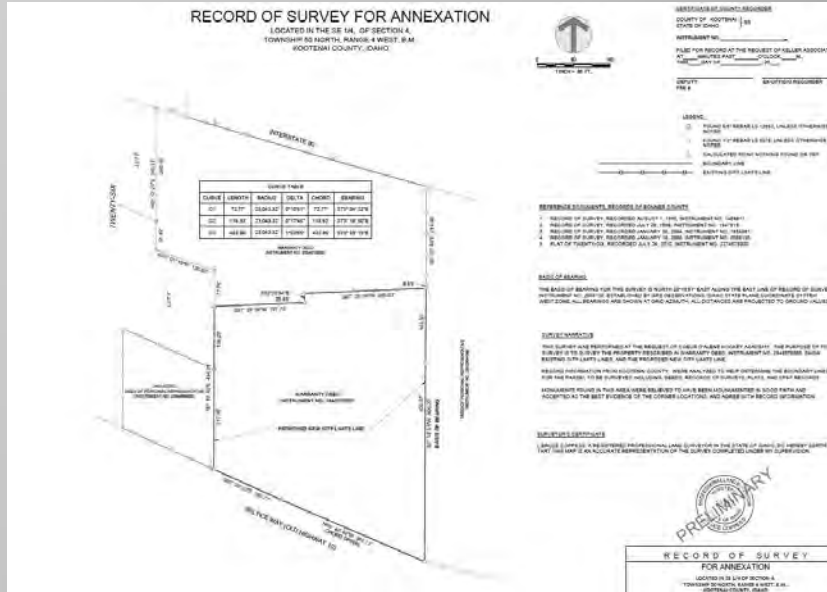


**A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
*Coeur d'Alene Hockey Academy***

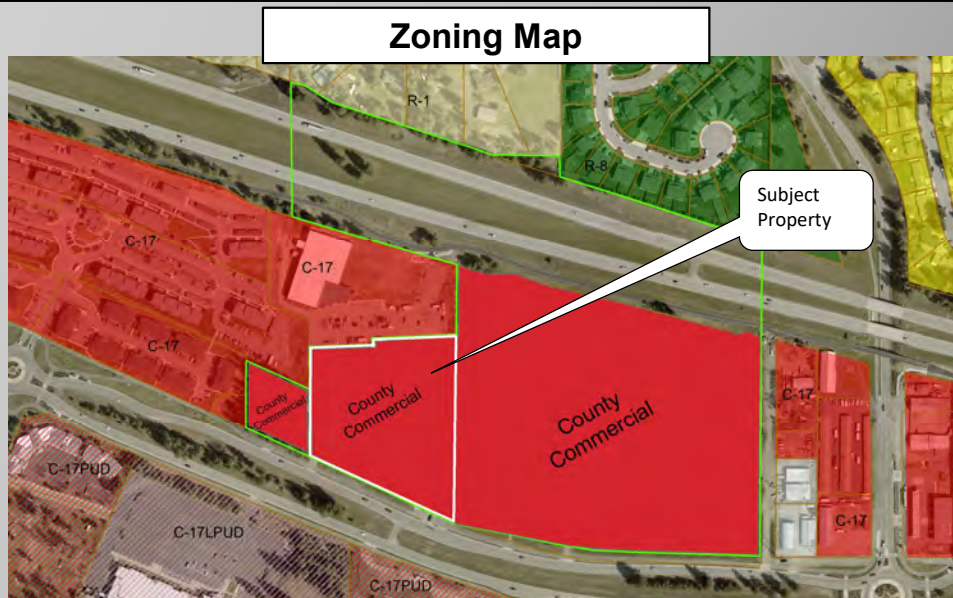
Area of City Impact (ACI)



A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning Coeur d'Alene Hockey Academy



A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning Coeur d'Alene Hockey Academy



A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning *Coeur d'Alene Hockey Academy*

Proposed C-17 Zoning District:

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

Some of the Principal permitted uses in a C-17 district are as follows:

- Administrative offices.
- Automobile sales.
- Commercial recreation.
- Communication service.
- Community assembly.
- **Community education.**
- Community organization.
- Department stores.

* See Page 5 of the staff report for the full list of C-17 permitted uses.

A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning *Coeur d'Alene Hockey Academy*

Finding B1:

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

Finding B2:

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

Finding B3:

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

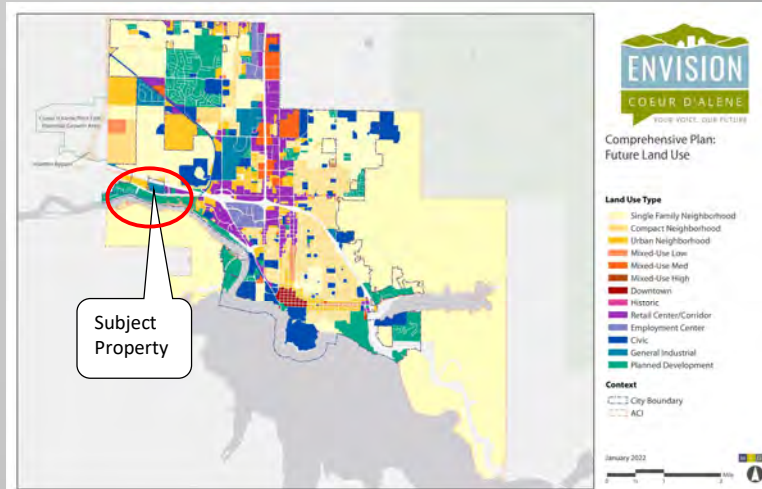
Finding B4:

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

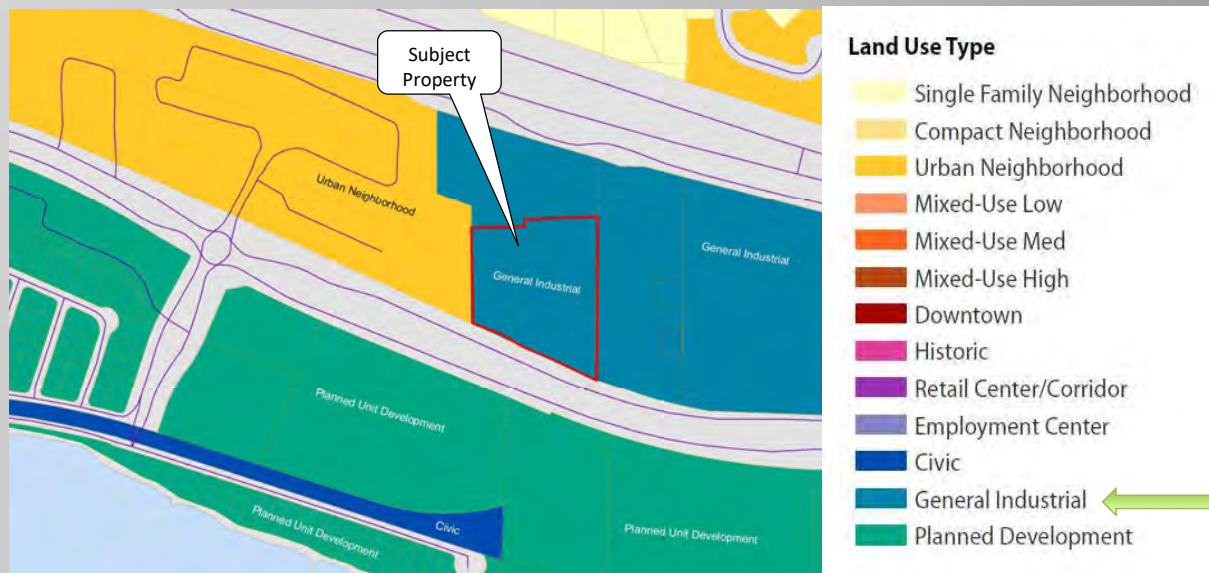
A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning *Coeur d'Alene Hockey Academy*

Finding B1:

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



A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning *Coeur d'Alene Hockey Academy*



A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

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-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

2042 Comprehensive Plan Place Type:

Place Type: General Industrial

Industrial places include manufacturing & logistics that provide a range of job types, services, and wage levels. These areas are locations that provide concentrated areas of employment that create goods and services with a mix of indoor industrial uses separated from residential areas. Primary uses include manufacturing, warehousing, storage, and industrial parks located in one to two-story buildings with varied building footprints and interior ceiling heights. Industrial places are located near major transportation corridors as they often require access for large vehicles.

Compatible Zoning Districts within the "General Industrial" Place Type:

- Light Manufacturing (LM) and Manufacturing (M)

**A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
*Coeur d'Alene Hockey Academy***

2042 Comprehensive Plan Goals and Objectives

Community & Identity

Goal CI 2

Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

Objective CI 2.1

Maintain the community's friendly, welcoming atmosphere and its smalltown feel.

**A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
*Coeur d'Alene Hockey Academy***

2042 Comprehensive Plan Goals and Objectives

Education & Learning

Goal EL 3

Provide an educational environment that provides open access to resources for all people.

Objective EL 3.2

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.

* See "Attachment 2" of the staff report for full list of Comprehensive Plan Goals and Objectives

A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning *Coeur d'Alene Hockey Academy*

Finding B2:

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 adequate public facilities and public utilities available for the proposed annexation with zoning to C-17.

* See Staff 's full comments on pages 16 and 17 of the staff report.

A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning *Coeur d'Alene Hockey Academy*

Finding B3:

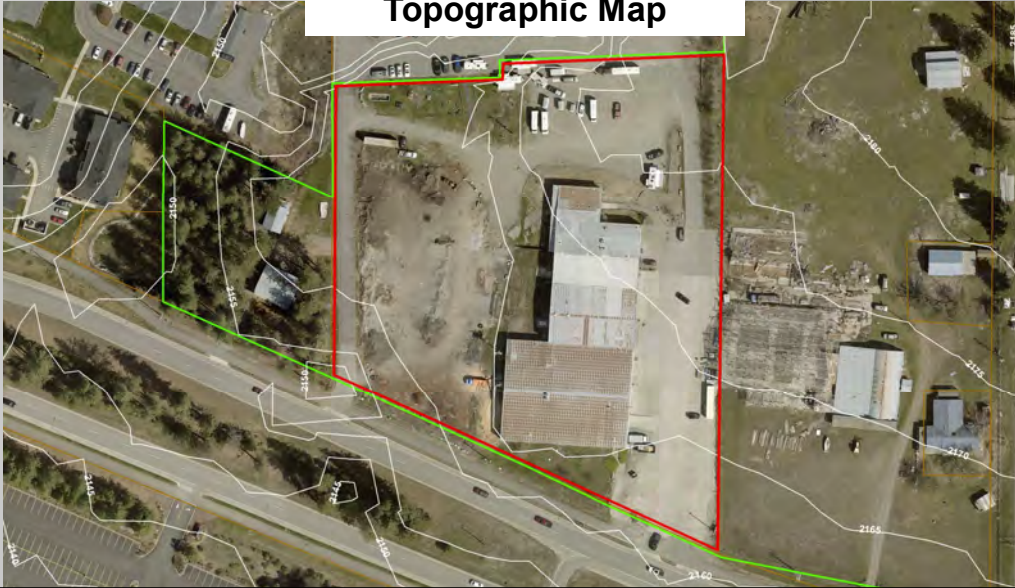
That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

- The site is general flat that slightly slopes to the southwest. There is an approximately twenty-five-foot (25') drop in elevation on the subject property
- The western portion of the site is vacant and is relatively flat to accommodate a future development site for the CDA Hockey Academy.

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

**A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
*Coeur d'Alene Hockey Academy***

Topographic Map



**A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
*Coeur d'Alene Hockey Academy***

Site Photo - 1



A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

Site Photo - 2



A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

Site Photo - 3



A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

Site Photo - 4



A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

Site Photo - 5



**A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
*Coeur d'Alene Hockey Academy***

Site Photo - 6



**A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
*Coeur d'Alene Hockey Academy***

Finding B4:

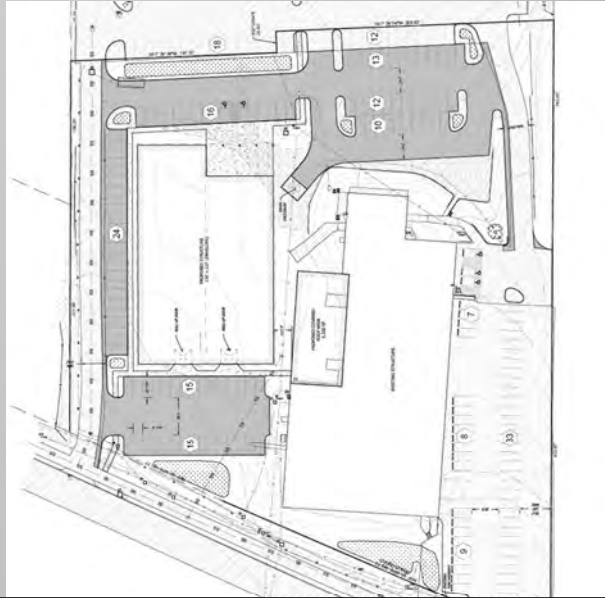
That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

The subject property is bordered by Seltice Way to the south which is a Principal Arterial Street. Two examples are provided for the uses discussed in the application using the square footage of proposed buildings. Using Land Use Code 465 – Ice Skating Rink from the ITE Trip Generation Manual, traffic from the proposed expansion is estimated to generate approximately 63 PM peak hour trips per day. Using Land Use Code 536 – Private School (K-12) from the ITE Trip Generation Manual, traffic from the proposed expansion is estimated to generate approximately 95 AM peak hour trips per day.

-Submitted by Chris Bosley, City Engineer

**A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
*Coeur d'Alene Hockey Academy***

**Conceptual
Site Plan**



**A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
*Coeur d'Alene Hockey Academy***

Land Use Map

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



A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

Recommended Items to include in the Annexation Agreement:

1. The existing industrial milling operation (manufacturing use) must be removed from the site prior to a building permit or site development permit is issued, whichever comes first.
2. Any additional main extensions and/or fire hydrants and services for future development of the property will be the responsibility of the developer/owner at their expense and will be done with site improvements triggered by any site development or building permit.
3. Any additional water services will have cap fees due at building permitting.

A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning
Coeur d'Alene Hockey Academy

Recommended Items to include in the Annexation Agreement:

4. This project will fall under Policy #716 "One Lot, One Lateral" that only allows for one sewer lateral for parcel.
5. Any new or existing structures on this parcel must connect to City sewer and pay appropriate sewer cap fees and Mill River LS Surcharge Fee.
6. The Building Department requires the owner to obtain permits for the proposed use of the existing building as part of the annexation agreement.
7. All existing fire protection systems must be serviced and without any deficiencies before annexation may occur (examples of fire protection systems sprinklers, alarms, fire extinguishers)

A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning *Coeur d'Alene Hockey Academy*

ACTION ALTERNATIVES:

City Council will need to consider this request for annexation and C-17 zoning and make findings to approve, deny or deny without prejudice.

- Approve
- Deny
- Deny without prejudice

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



A-1-24: Annexation of +/- 5.1 acres with C-17 Zoning *Coeur d'Alene Hockey Academy*



ORDINANCE NO. _____
COUNCIL BILL NO. 24-1017

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 4, TOWNSHIP 50N, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A," attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, and at the request of the property owners, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as C-17 (Commercial at 17 units/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 is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and 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 September 17, 2024.

APPROVED by the Mayor this 17th day of September, 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-1-24 Shawn and Ranae Luteyn at 3505 W. Seltice Way, Coeur d'Alene, Idaho

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 4, TOWNSHIP 50N, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-1-24 Shawn and Ranae Luteyn, 3505 W. Seltice Way, Coeur d'Alene, Idaho, 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 17th day of September, 2024.

Randall R. Adams, City Attorney

EXHIBIT A

Property Legal Description

A portion of the West ½ of the West ½ of Lots 10, 11 and 12, Block 4, Orchard Lands, according to the plat thereof, Recorded in Book B of Plats at Page(s) 149, records of Kootenai County, Idaho, and a portion of the Southwest ¼ of the Southeast ¼ Section 4, T.50N., R4W. B.M., Kootenai County, Idaho and lying between the right of way for Interstate 90 and U.S. Highway No. 10 (Seltice Way); and further described as follows:

Commencing at the South ¼ corner of said Section 4' thence North 01° 34' 25" West a distance of 827.36 feet to a point on the North Right of Way of Old Hwy 10; thence

South 66° 58' 12" East along said Right-of-Way a distance of 1316.48 feet to an Iron Pin and the Point of Beginning for this description; thence continuing

South 66° 58' 12" East along said Right-of-Way a distance of 160.77 feet to an Iron Pin at a point of spiral; thence around said spiral to the left, the chord of which bears South 68° 07' 30" East a distance of 343.26 feet to an Iron Pin; Thence

North 01° 06' 04" West a distance of 597.67 feet to a point; thence

South 86° 15' 01" West a distance of 266.83 feet to a point; thence

South 03° 44' 59" East a distance of 20.50 feet to a point; thence

South 86° 15' 01" West a distance of 197.66 feet to a point on a line 131.00' West of and parallel to the East line of said SW ¼ SE ¼; thence along said parallel line South 01° 08' 57" East a distance of 356.01 feet to the point of Beginning.

RESOLUTION NO. 24-076

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN ANNEXATION AGREEMENT WITH SHAWN AND RANAE LUTEYN, OWNERS OF COEUR D'ALENE HOCKEY ACADEMY, LOCATED AT 3505 W. SELTICE WAY.

WHEREAS, Shawn and Ranae Luteyn have applied for annexation of property with a legal description of ORCHARD LANDS, TAX #22706 [IN TRS 10,11,12 BLK 4 & SW-SE] RIVER URD 2003, commonly known as 3505 W. Seltice Way, Coeur d'Alene, Idaho, into the City of Coeur d'Alene; and

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Shawn and Ranae Luteyn for the property located at 3505 W. Seltice Way, containing the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED that the City enter into an annexation agreement with Shawn and Ranae Luteyn, for property located at 3505 W. Seltice Way, Coeur d'Alene, Idaho, 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 17th day of September, 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

A-1-24

3505 W. Seltice Way

THIS AGREEMENT is made and entered into this 17th day of September, 2024, by the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and *Shawn and Ranae Luteyn*, with their address at *3505 W. Seltice Way, 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 further 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 the substantive portions of this Agreement; and

WHEREAS, the Coeur d'Alene Planning and Zoning Commission has recommended C-17 zoning for the Property. A copy of the Findings and Order are attached hereto as **Exhibit "B"** and are incorporated by reference into the substantive portions of 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 with C-17 zoning, 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. Legal description: A portion of the West ½ of the West ½ of Lots 10, 11 and 12, Block 4, Orchard Lands, according to the plat thereof, Recorded in Book B of Plats at Page(s) 149, records of Kootenai County, Idaho, and a portion of the Southwest ¼ of the Southeast ¼ Section 4, T.50N., R4W. B.M., Kootenai County, Idaho and lying between the right of way for Interstate 90 and U.S. Highway No. 10 (Seltice Way), more specifically described in the attached exhibit, and commonly known as 3505 W. Seltice Way, Coeur d'Alene, Idaho.

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 and as necessary, the water and sanitary sewer systems to and through their property, and further agree to fully comply with 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 & parking lot landscaping: The Owners agree to adhere to City policies and standards for street trees and parking lot landscaping.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owners further agree, 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, 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, unless they exist already and meet all code requirements. 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 agree 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 Twenty-Eight Thousand Three Hundred Twenty Five and no/100 Dollars (\$28,325.00) 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 24-009 and represents a fee of One Thousand One Hundred Thirty Three and no/100 Dollars (\$1,133.00) per equivalent residential unit in the approved C-17 zone. The fee is based on the square footage of the new structure (27,300 square feet) plus the existing structure (35,230 square feet) for a combined square footage of 62,530 and divided by 2,500 square feet per unit to arrive at 25 equivalent residential units, multiplied by \$1,133.00 per unit. 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. The Owners also agree to be bound to the attached site plan and maximum future building addition size of 27,300 square feet and will meet the City's parking requirements for the use. See **Exhibit "C."**

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.

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).

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 its corporate seal affixed hereto, and the Owners have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

By: _____
Woody McEvers, Mayor

By: _____
Shawn Luteyn, Owner

By: _____
Ranae Luteyn, Owner

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of September, 2024, before me, a Notary Public, personally appeared **Woody McEvers** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene 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.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of September, 2024, before me, a Notary Public, personally appeared **Shawn Luteyn** and **Ranae Luteyn**, and acknowledged to me that they have 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.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT A

Property Legal Description

A portion of the West ½ of the West ½ of Lots 10, 11 and 12, Block 4, Orchard Lands, according to the plat thereof, Recorded in Book B of Plats at Page(s) 149, records of Kootenai County, Idaho, and a portion of the Southwest ¼ of the Southeast ¼ Section 4, T.50N., R4W. B.M., Kootenai County, Idaho and lying between the right of way for Interstate 90 and U.S. Highway No. 10 (Seltice Way); and further described as follows:

Commencing at the South ¼ corner of said Section 4' thence North 01° 34' 25" West a distance of 827.36 feet to a point on the North Right of Way of Old Hwy 10; thence

South 66° 58' 12" East along said Right-of-Way a distance of 1316.48 feet to an Iron Pin and the Point of Beginning for this description; thence continuing

South 66° 58' 12" East along said Right-of-Way a distance of 160.77 feet to an Iron Pin at a point of spiral; thence around said spiral to the left, the chord of which bears South 68° 07' 30" East a distance of 343.26 feet to an Iron Pin; Thence

North 01° 06' 04" West a distance of 597.67 feet to a point; thence

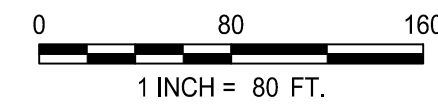
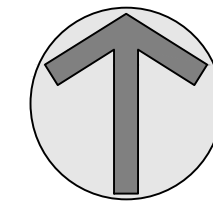
South 86° 15' 01" West a distance of 266.83 feet to a point; thence

South 03° 44' 59" East a distance of 20.50 feet to a point; thence

South 86° 15' 01" West a distance of 197.66 feet to a point on a line 131.00' West of and parallel to the East line of said SW ¼ SE ¼; thence along said parallel line South 01° 08' 57" East a distance of 356.01 feet to the point of Beginning.

RECORD OF SURVEY FOR ANNEXATION

LOCATED IN THE SE 1/4, OF SECTION 4,
TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
KOOTENAI COUNTY, IDAHO



CERTIFICATE OF COUNTY RECORDER

COUNTY OF KOOTENAI } SS
STATE OF IDAHO

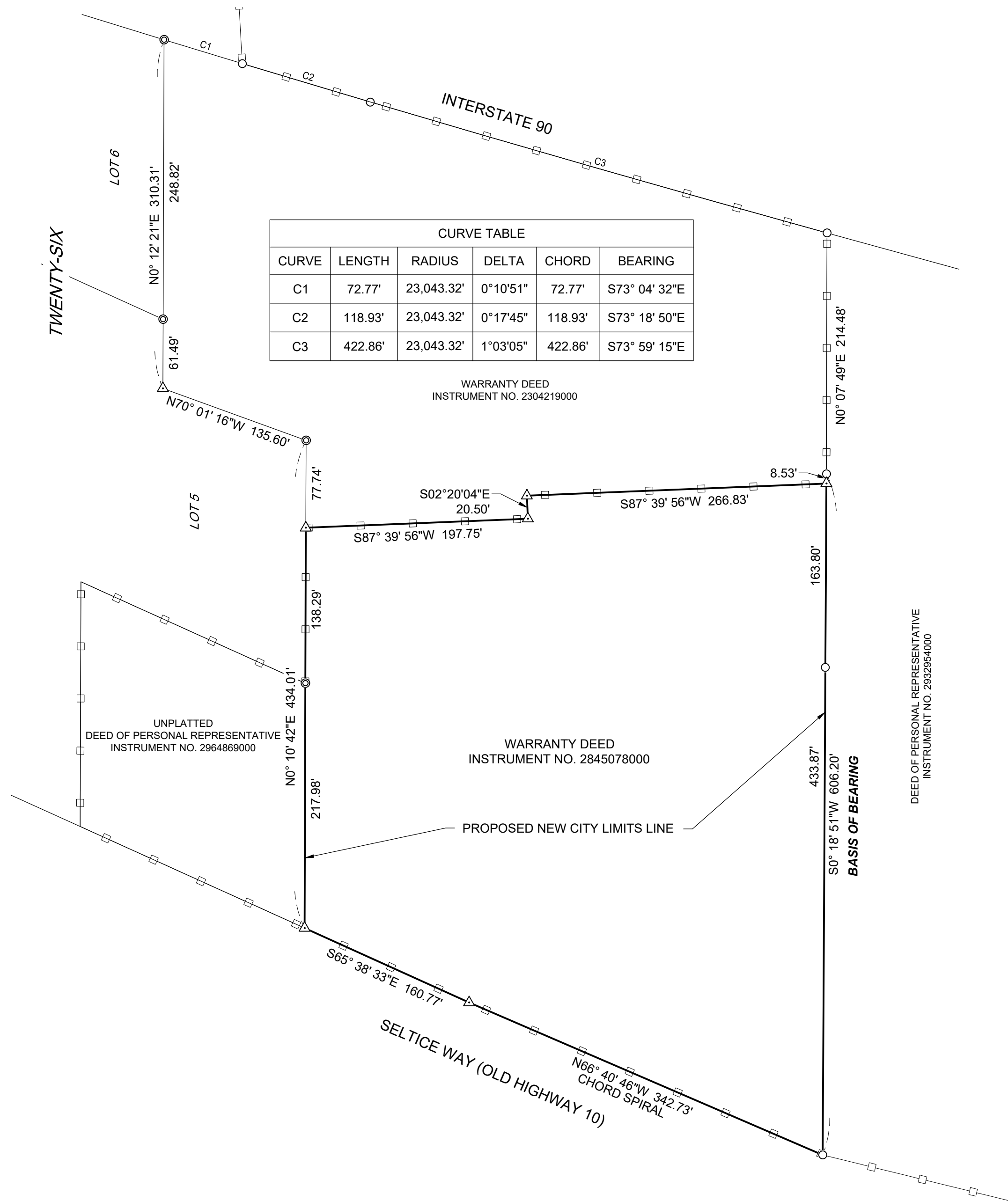
INSTRUMENT NO. _____

FILED FOR RECORD AT THE REQUEST OF KELLER ASSOCIATES
AT _____ MINUTES PAST _____ O'CLOCK, _____ M.,
THIS _____ DAY OF _____, 20____.

DEPUTY _____ EX-OFFICIO RECORDER
FEE \$ _____

LEGEND

- ⊙ FOUND 5/8" REBAR LS 12852, UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR LS 5078, UNLESS OTHERWISE NOTED
- △ CALCULATED POINT NOTHING FOUND OR SET
- BOUNDARY LINE
- EXISTING CITY LIMITS LINE



| CURVE TABLE | | | | | |
|-------------|---------|------------|----------|---------|---------------|
| CURVE | LENGTH | RADIUS | DELTA | CHORD | BEARING |
| C1 | 72.77' | 23,043.32' | 0°10'51" | 72.77' | S73° 04' 32"E |
| C2 | 118.93' | 23,043.32' | 0°17'45" | 118.93' | S73° 18' 50"E |
| C3 | 422.86' | 23,043.32' | 1°03'05" | 422.86' | S73° 59' 15"E |

WARRANTY DEED
INSTRUMENT NO. 2304219000

UNPLATTED
DEED OF PERSONAL REPRESENTATIVE
INSTRUMENT NO. 2964869000

WARRANTY DEED
INSTRUMENT NO. 2845078000

DEED OF PERSONAL REPRESENTATIVE
INSTRUMENT NO. 2932964000

REFERENCE DOCUMENTS, RECORDS OF BONNER COUNTY

- RECORD OF SURVEY, RECORDED AUGUST 7, 1995, INSTRUMENT NO. 1408817.
- RECORD OF SURVEY, RECORDED JULY 28, 1998, INSTRUMENT NO. 1547815.
- RECORD OF SURVEY, RECORDED JANUARY 30, 2004, INSTRUMENT NO. 1856081.
- RECORD OF SURVEY, RECORDED JANUARY 18, 2006, INSTRUMENT NO. 2008130.
- PLAT OF TWENTY-SIX, RECORDED JULY 26, 2010, INSTRUMENT NO. 2274575000.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 00°18'51" EAST ALONG THE EAST LINE OF RECORD OF SURVEY INSTRUMENT NO. 2008130. ESTABLISHED BY GPS OBSERVATIONS. IDAHO STATE PLANE COORDINATE SYSTEM WEST ZONE, ALL BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

SURVEY NARRATIVE

THIS SURVEY WAS PERFORMED AT THE REQUEST OF COEUR D'ALENE HOCKEY ACADEMY. THE PURPOSE OF THIS SURVEY IS TO SURVEY THE PROPERTY DESCRIBED IN WARRANTY DEED, INSTRUMENT NO. 2845078000, SHOW EXISTING CITY LIMITS LINES, AND THE PROPOSED NEW CITY LIMITS LINE.

RECORD INFORMATION FROM KOOTENAI COUNTY, WERE ANALYZED TO HELP DETERMINE THE BOUNDARY LINES FOR THE PARCEL TO BE SURVEYED INCLUDING, DEEDS, RECORDS OF SURVEYS, PLATS, AND CP&F RECORDS.

MONUMENTS FOUND IN THIS AREA WERE BELIEVED TO HAVE BEEN MOUNUMENTED IN GOOD FAITH AND ACCEPTED AS THE BEST EVIDENCE OF THE CORNER LOCATIONS, AND AGREE WITH RECORD INFORMATION.

SURVEYOR'S CERTIFICATE

I, BRUCE COPPES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS MAP IS AN ACCURATE REPRESENTATION OF THE SURVEY COMPLETED UNDER MY SUPERVISION.



**RECORD OF SURVEY
FOR ANNEXATION**

LOCATED IN SE 1/4 OF SECTION 4,
TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
KOOTENAI COUNTY, IDAHO

| | | |
|---------------------|--------------|---------------|
| SCALE: PER BARSCALE | DRAWN: BLC | JOB #: |
| DATE: JUNE 2024 | CHECKED: BLC | SHEET: 1 OF 1 |

DRAWING FILE: H:\TBC TEMP\CDA ACADEMY\CAD\MODEL\CDA ACADEMY-PB.DWG

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

A-1-24

INTRODUCTION

This matter came before the Planning and Zoning Commission on August 13, 2024, to consider A-1-24, a request to recommend that the zoning of 5.1 acres adjacent to Seltice Way, if annexed, be C-17.

LOCATION: 3505 W. Seltice Way, Coeur d'Alene, ID 83814

OWNERS: Shawn and Ranae Luteyn

APPLICANT: McArthur Engineering, Scott McArthur

A. FINDINGS OF FACT:

The Planning & Zoning Commission finds that the following facts, A1 through A10 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. The Commission also finds that facts A1 through A4 are established through the staff report and presentation, and there is no dispute on these matters.

A1. All public hearing notice requirements have been met for item A-1-24.

- Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on July 27, 2024, seventeen days prior to the hearing.
- Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on July 29, 2024, fifteen days prior to the hearing.
- Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). thirty-six (36) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on July 25, 2024.
- Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts on July 25, 2024.
- Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b). The

Notice was sent to pipeline companies providing services within 1,000 feet of the subject property on July 25, 2024.

- A2.** The subject site is located in the unincorporated area of the county and the total area of the subject property is 5.1 acres and is zoned County Commercial.
- A3.** The subject property currently has two different uses on it. The first use is a heavy industrial milling operation (manufacturing use) and the second is the education use that is run by the CDA Hockey Academy. The educational use is a permitted use in the C-17 Commercial zoning district and the manufacturing use is not allowed in the C-17 Commercial district. The heavy manufacturing use is only allowed in the (M) Manufacturing zoning district. The community education use is not permitted in the M Manufacturing zoning district.
- A4.** The Comprehensive Plan Future Land Use Map designates this property as the General Industrial Place Type. Industrial places include manufacturing & logistics that provide a range of job types, services, and wage levels. These areas are locations that provide concentrated areas of employment areas that create goods and services with a mix of indoor industrial uses separated from residential areas. Primary uses include manufacturing, warehousing, storage, and industrial parks located in one to two-story buildings with varied building footprints and interior ceiling heights. Industrial places are located near major transportation corridors as they often require access for large vehicles. Compatible zoning in the Industrial Place Type is Manufacturing (M) and Light Manufacturing (LM). The Comprehensive Plan did not anticipate this property being commercial; however, the adjacent Frontier Ice Arena property was annexed in with C-17 zoning.
- A5.** The Comprehensive Plan is a guide for annexations and land use decisions, and the Future Land Use Map in conjunction with the Goals and Policies shall be used by the Planning and Zoning Commission to make a recommendation on zoning in conjunction with annexation. The following Comprehensive Plan goals and objectives support this request:

Community & Identity

Goal CI 2

Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

Objective CI 2.1

Maintain the community's friendly, welcoming atmosphere and its smalltown feel.

Education & Learning

Goal EL 3

Provide an educational environment that provides open access to resources for all people.

Objective EL 3.2

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.

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 1.4

Increase pedestrian walkability and access within commercial development.

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 E GD 2.1

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

Jobs & Economy

Goal JE 1

Retain, grow, and attract businesses.

Objective JE 1.2

Foster pro-business culture that supports economic growth.

- A6. The subject property is bound by an ice arena to the north, a single-family home associated with a large agricultural tract to the east, a health care facility and a multi-family apartment complex is located south across Seltice Way, and a single-family home and a multi-family apartment complex are located to the west. Properties in the area are zoned C-17 Commercial or County Commercial.
- A7. The subject property has a twenty-five-foot grade change across the site, along with an existing structure, parking and maneuvering areas. There is also a relatively flat area of the property, west of the existing structure, where the applicant intends to build an additional structure.
- A8. City utilities are available to serve the project site, if annexed. All departments have indicated the ability to serve the project with the additional conditions as stated at the end of the staff report.
- A9. The proposal is anticipated to generate up to 63 PM peak hour trips per day associated with the private school and an estimated 95 AM peak hour trips per day if there were an event. The City Engineer indicated that they have shown 192 parking spaces on the site and noted that if an event drew more than 192 vehicles, they could have overflow parking impacts. The Academy currently exists on the property adjacent to the Frontier Ice Arena. The applicant is proposing upgrades to the existing building, a new structure and other site improvements as shown on the proposed site plan. Surrounding uses are commercial, manufacturing, agricultural, and residential in nature.
- A10. This property is surrounded by the city limits. Annexation is necessary for the academy to expand. Bringing it into the City is considered orderly development and will increase the tax base.

B. CONCLUSIONS OF LAW:

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

- B1. That this proposal is in conformance with the Comprehensive Plan policies.
- B2. That public facilities and utilities are available and adequate for the proposed use.
- B3. That the physical characteristics of the site do make it suitable for the request at this time.
- B4. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses.

C. DECISION

The Planning and Zoning Commission, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zoning does comply with the required evaluation criteria and recommends that the City Council adopt the C-17 zoning with the following conditions to be included in an Annexation Agreement if Council approves the annexation:

1. The existing industrial milling operation (manufacturing use) must be removed from the site prior to a building permit or site development permit is issued, whichever comes first.
2. Any additional main extensions and/or fire hydrants and services for future development of the property will be the responsibility of the developer/owner at their expense and will be done with site improvements triggered by any site development or building permit.
3. Any additional water services will have cap fees due at building permitting.
4. This project will fall under Policy#716 "One Lot, One Lateral" that only allows for one sewer lateral for parcel.
5. Any new or existing structures on this parcel must connect to City sewer and pay appropriate sewer cap fees and Mill River LS Surcharge Fee.
6. The Building Department requires the owner to obtain permits for the proposed use of the existing building as part of the annexation agreement.
7. All existing fire protection systems must be serviced and without any deficiencies before annexation may occur (examples of fire protection systems sprinklers, alarms, fire extinguishers)

Motion by Commissioner Fleming, seconded by Commissioner McCracken, to approve A-1-24. Motion carried.

ROLL CALL:

| | |
|------------------------|-----------|
| Commissioner Fleming | Voted Aye |
| Commissioner Ingalls | Voted Aye |
| Commissioner Coppess | Voted Aye |
| Commissioner McCracken | Voted Aye |
| Commissioner Ward | Voted Aye |
| Chairman Messina | Voted Aye |

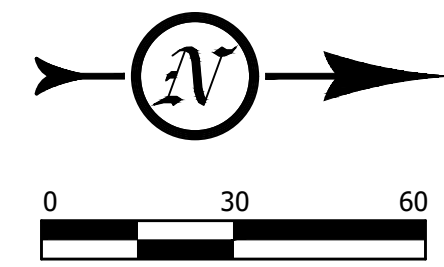
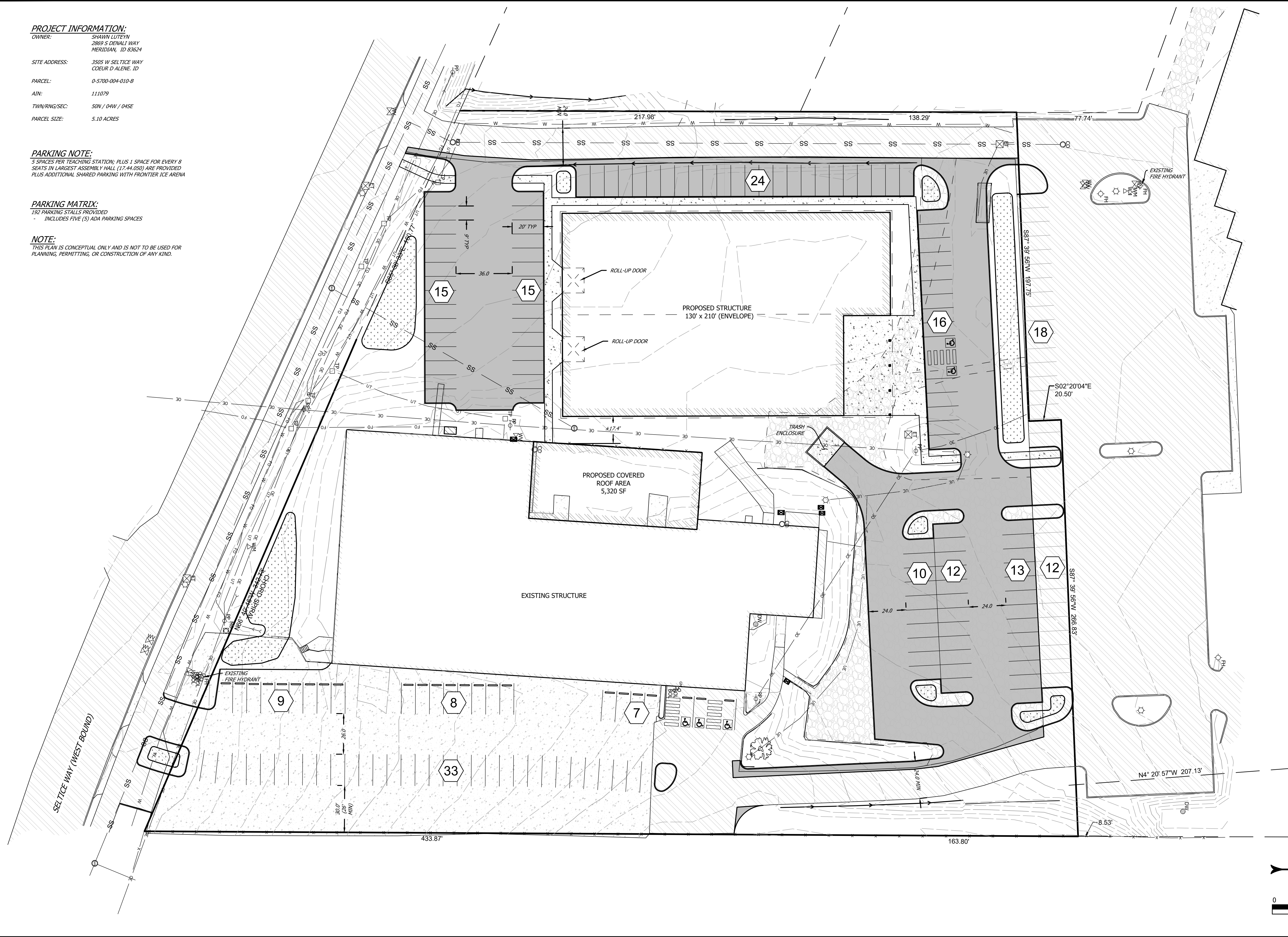
Motion carried by a 6 to 0 vote.

PROJECT INFORMATION:
 OWNER: SHAWN LUTYEN
 2869 S DENALI WAY
 MERIDIAN, ID 83624
 SITE ADDRESS: 3505 W SELTICE WAY
 COEUR D'ALENE, ID
 PARCEL: 0-5700-004-010-B
 AIN: 111079
 TWIN/RNG/SEC: 50N / 04W / 04SE
 PARCEL SIZE: 5.10 ACRES

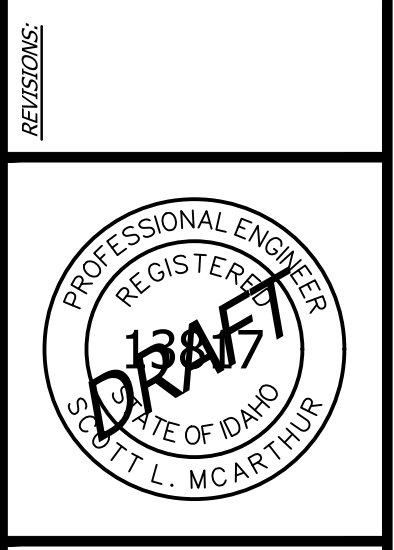
PARKING NOTE:
 5 SPACES PER TEACHING STATION; PLUS 1 SPACE FOR EVERY 8 SEATS IN LARGEST ASSEMBLY HALL (17:44:05) ARE PROVIDED PLUS ADDITIONAL SHARED PARKING WITH FRONTIER ICE ARENA

PARKING MATRIX:
 192 PARKING STALLS PROVIDED
 - INCLUDES FIVE (5) ADA PARKING SPACES

NOTE:
 THIS PLAN IS CONCEPTUAL ONLY AND IS NOT TO BE USED FOR PLANNING, PERMITTING, OR CONSTRUCTION OF ANY KIND.



MARTHUR ENGINEERING
 MARTHUR ENGINEERING, LLC
 1000 W. HUNTER BLVD., SUITE 100
 POST FALLS, ID 83857
 PH: 208.748.3307
 FAX: 208.748.3307



CDA HOCKEY ACADEMY
 CONCEPTUAL LAYOUT
 CITY OF COEUR D'ALENE, IDAHO



SURVEYED: KELLER
 DESIGNED: ME
 DRAWN: LAR
 CHECKED: SLM

CONCEPTUAL LAYOUT

| | | |
|---------|------------|-----------|
| SHEET # | PROJECT # | DATE |
| X1.0 | ME2023-074 | 4/30/2024 |