

Coeur d'Alene

CITY COUNCIL MEETING

November 5, 2013

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
OCTOBER 15, 2013**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library Community Room, October 15, 2013, at 6:00 p.m., there being present upon roll call the following members:

Mayor Bloem

Steve Adams)	Members of Council Present
Loren Ron Edinger)	
Deanna Goodlander)	
Woody McEvers)	
Dan Gookin)	

ABSENT: Councilman Kennedy

CALL TO ORDER: The meeting was called to order by Mayor Bloem.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilman McEvers.

INVOCATION was led by Pastor David Roberts of the Family Worship Center.

MOTION: Motion by Gookin, seconded by Goodlander, to amend the agenda to add a presentation by Dr. Charles Buck regarding the Vision 2030 plan. **Motion Carried.**

CITY COMMUNICATION PLAN PRESENTATION: Kristina Lyman presented her recommendations regarding communication of information to the public. She stated that she has been utilizing City Council Briefs, Facebook, Twitter, a McEuen Project Newsletter and a series of newspaper articles that have been successful in providing information to the community. The City is in the process of updating its web-site, which is being completed by an in-house staff member at a cost savings to the City. She recommended a continued commitment to communication efforts by the hiring of a staff communication coordinator, and implementation of new online tools to engage the community (i.e., Public Stuff and Nextdoor). Additionally, she recommended the formation of an external communication group containing representatives from various groups within the community, which would provide shared resources and knowledge. The City should work to establish a formal structure of public participation such as open houses and work to solicit feedback. She stated she will not be providing services to the City after November 7th; however, she will see the website development through to January. She expressed thanks to the city administration and city staff.

Councilman Gookin stated he liked some of the suggestions and asked the City Administrator, Wendy Gabriel, what it would take to fund a position. Ms. Gabriel stated that there is a line item in the budget entitled communication, which the City Council could use to fund a position.

Councilman Gookin asked how the City would create a communication group. Ms. Gabriel stated that the City would send out an email and some press releases targeting a specific audience such as the Chamber. Ms. Lyman stated that the City could ask the Public information Officer at the School District, North Idaho College, University of Idaho, and other group representatives who would informally meet.

VISION 2030 PRESENTATION: Dr. Buck presented a couple of short videos demonstrating how they are encouraging citizens to share their community vision, some with humorous delivery. They recently held three community workshops and had a launch event last Monday night with approximately 100 people present. The next event planned is for a half day event on November 16, 2013, to discuss the visioning ideas with the ultimate goal of drafting an implementation plan. They are going to be doing an electronic blitz with social media and have commissioned a scientific survey that is completed with results posted to their website.

Councilman Gookin stated that he attended a fun Tuesday workshop, and encouraged the community to attend events and take the opportunity to talk about the future of the community.

PUBLIC COMMENTS:

Finance Director Troy Tymesen introduced new employee Chrisdee Imthurn, an Accounting Specialist who has replaced Julia Aho, who recently retired.

CONSENT CALENDAR: Motion by Goodlander, seconded by McEvers, to approve the Consent Calendar as presented.

1. Approval of Council Minutes for October 1, 2013.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for October 21, 2013 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of a Cemetery Lot repurchase from Kathryn Hunt, Lot 01, Block 06, Section GAR, Forest Cemetery.
5. Approval of a Cemetery Lot transfer from Carolyn Cress to Arleen Cliff Gosselin, Lot 110, Block D, Section Riverview, Forest Cemetery.
6. Approval of a Cemetery Lot transfer from LeMerle Rivers to Arthur Wayne and Mary Birdsell, Lot 03, Block 71 Section B, Forest Cemetery.
7. Approval of a Cemetery Lot repurchase from Barbara Proper, Lot CRE, 23, Block 38, Section C, Forest Cemetery.
8. Approval of a Beer and Wine License; Winco Foods, LLC., 1485 W. Appleway (new).
9. Approval of SS-3-13 – Coeur d’Alene Place Commercial Final Plat.
10. **RESOLUTION NO. 13-052: A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D’ALENE INCLUDING APPROVAL OF THE RELINQUISHMENT OF AN ACCESS EASEMENT AT THE NW CORNER OF GOVERNMENT WAY AND DALTON AVENUE; APPROVAL OF AN INTERAGENCY AGREEMENT FOR THE GOVERNMENT WAY PROJECT – HANLEY AVENUE TO PRAIRIE AVENUE; APPROVAL OF AN AGREEMENT REGARDING SPOKANE RIVER STEWARDSHIP PARTNERS (SRSP)**

FUNDING / COST SHARE ALLOCATION; APPROVING THE SURPLUS OF A 2003 FREIGHTLINER TANK TRUCK #447 FROM THE WASTEWATER DEPARTMENT; APPROVING THE SURPLUS OF A 2002 FORD F150 UTILITY TRUCK #440 FROM THE WASTEWATER DEPARTMENT; AND APPROVING A LEASE AGREEMENT WITH ROWAND MACHINERY (JOHN DEERE) FOR FOUR NEW FRONT END LOADERS FOR THE STREET DEPARTMENT.

ROLL CALL: Goodlander, Yes; Gookin, Yes; Edinger, Yes; Adams, Yes; McEvers, Yes. **Motion carried.**

COUNCIL ANNOUNCEMENTS:

Councilman Goodlander stated that she received an email from Library Director Ammon providing statistics from the Library. She stated that circulation is up 3%, program attendance is up 15%, young adult programs attendance is up 602%, and nearly 70% of residents have a library card. She looks forward to seeing how things go after the park is completed and anticipates continued increases.

Councilman McEvers stated that his 14 year old cat passed away this weekend. In the name of Muttley he asked residents to please remember to spay and neuter your pets.

ADMINISTRATOR'S REPORT: Ms. Gabriel stated that through the use of volunteers, the Police Department supports the mission of the department and provides a huge financial value to the City of Coeur d'Alene. She congratulated the Police Department and thanked the volunteers who donate their time and expertise to the City. She stated that the McEuen Park Open House held Saturday, October 12, 2013 provided an opportunity for the community to visually see the park plan. She estimated about 1,000 people came through and they had great weather. She informed the community that water customers may be receiving a notice from the American Water Resource Group for water line insurance. The city is responsible for the line to individual property lines (or the meter, whichever comes first), the portion of the line where the city's stop is what this group is seeking to insure. If you have questions or would like more information regarding this please contact the City.

PUBLIC HEARING – 0-1-13 AMENDING MUNICIPAL CODE SECTIONS 17.03.040, 17.05.760, AND 17.05.840 “CRIMINAL TRANSITIONAL FACILITY.” Mayor Bloem read the rules of order for this legislative public hearing.

Warren Wilson, Deputy City Attorney, explained that the City received a request for a code amendment that would clarify the definition of a criminal transitional facility and allow such facilities to be located within manufacturing and light manufacturing zones via the issuance of a special use permit. This change would accomplish the following: clarifying that the term parole is not used in the federal system, address the types of conditions placed on special use permits, i.e., length of supervision and type of supervision, and would insert the term “may” rather than “shall.” Mr. Wilson clarified that there are four areas of Light Manufacturing and/or manufacturing within the city limits.

Councilman Gookin clarified that this action would not allow the use by right, but would be approved through the special use permit process. Mr. Wilson stated it would go to Planning and Zoning Commission and only to City Council if appealed. Notices would still be required to properties within the 300' zone, notices would be in the newspaper, and signs would be required to be posted on the site. Councilman Edinger asked for a review of the areas of Light Manufacturing and Manufacturing. Mr. Wilson reviewed the areas, clarifying that one area is built out and one area is mostly a pit, the Industrial Park is mostly built out, and there are some areas around Marie Avenue to Kathleen near the compost facility.

PUBLIC COMMENTS: Mayor Bloem called for public comments.

Jason Gray, Coeur d'Alene, stated that he was speaking on behalf of Pioneer Human Services, who requested the code change. They provide specific manufacturing training to those who go through their program. When they are looking at potential areas to locate, they felt it was important to have a facility open to the potential of manufacturing.

Public Testimony closed.

MOTION: Motion by Edinger, seconded by McEvers to pass the first reading of Council Bill No. 13-1017.

**ORDINANCE NO. 3472
COUNCIL BILL NO. 13-1017**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 17.03.040, 17.05.760 AND 17.05.840 TO ALLOW FOR THE ISSUANCE OF SPECIAL USE PERMITS FOR CRIMINAL TRANSITIONAL FACILITIES IN THE MANUFACTURING AND LIGHT MANUFACTURING ZONES AND AMENDING THE DEFINITION OF CRIMINAL TRANSITIONAL FACILITIES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

ROLL CALL: Gookin Aye; Edinger Aye; Adams Aye; McEvers Aye; Goodlander Aye.
Motion carried.

MOTION: Motion by Goodlander, seconded by McEvers to suspend the rules and to adopt Council Bill No. 13-1017 by its having had one reading by title only.

ROLL CALL: Gookin Aye; Edinger Aye; Adams Aye; McEvers Aye; Goodlander Aye.
Motion carried.

ADJOURNMENT: Motion by Edinger, seconded by McEvers, that there being no further business, this meeting adjourn. **Motion carried.**

The meeting adjourned at 6:44 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

RESOLUTION NO. 13-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 1 THROUGH NOVEMBER 30, 2013 FOR THE ANNUAL CITY LEAF PICK UP.

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

- A) Approval the Waiver of Covered Load Regulations from November 1st through the 30th for the Annual City Leaf Pick Up;

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 action; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the action for the subject matter, as set forth 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 action so long as the substantive provisions of the action remains intact.

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

DATED this 5th day of November, 2013.

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.



City of Coeur d'Alene Leaf Fest Begins Nov. 12st

Tuesday, November 12, 2013 marks the start of the CITY OF COEUR D ALENE annual leaf pick-up program. Please be sure to keep leaves on your property until October 26th, 2013 Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area, and do not include bagged leaves, branches, debris, or trash.

Due to weather conditions, equipment malfunctions, and unforeseen circumstances, City crews are unable provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Sunday, December 1, 2013.

Leaf-fest 2013 Tips

Do:

- Have your leaves out by November 1st
- Please move cars off of the street if at all possible during leaf pick-up.
- Keep the leaves about one foot off the curb line to facilitate stormwater flow.
- Be alert for leaf pick-up equipment traveling through your neighborhood.
- Keep a safe distance away from leaf pick-up heavy equipment.
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies.
- Understand that city and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves.

Don't:

- Place bagged leaves in street.
- Mix branches, rubble or other refuse in with the leaves.
- Miss the deadline... we only have time for one pass!

If you have questions or need additional information please check the website streets.cdavid.org or call the Street

Maintenance Information line 769-2233.



October 9, 2013

Coeur d'Alene City Council

The Coeur d'Alene Downtown Association, in partnership with the Spokane Teacher's Credit Union (STCU), would like to provide free carriage rides in the Downtown area, traveling between 1st Street, East on Sherman to 6th Street, North on 6th Street to Lakeside Avenue, West on Lakeside Avenue back to 1st Street and the circle parking lot.

These rides would be available each Saturday, November 30, December 7, 14 & 21 from 1 pm – 5 pm.

The agreement to provide these rides was formed on the following requirements:

- ❖ Both the STCU and the Coeur d'Alene Downtown Association maintain General Liability insurance with coverage limits of at least \$1,000,000.
- ❖ The CdA Chamber parking lot has been allocated for the loading/unloading of the animals and carriages.
- ❖ Any animal wastes to be cleaned up by the carriage operator.
- ❖ The provider/operator of the animals will have final say as to inclement/unsafe conditions for the animals.
- ❖ The carriage rides will be offered free of charge.
- ❖ The carriage rides will be promoted in all of the Downtown advertising for the general holiday events.
- ❖ The Coeur d'Alene Downtown Association reserves the right to cancel the carriage rides if at any time practices detrimental to the general well being of the Downtown are brought to the notice of, and so voted upon by, the Downtown Board of Directors (or Executive Board).

We believe these carriage rides enhance the spirit of family fun during the Holiday season Downtown.

Terry Cooper

A handwritten signature in black ink that reads "Terry Cooper". The signature is written in a cursive style.

General Manager
Coeur d'Alene Downtown Association

105 N. 1st Street, Ste. 100, Coeur d'Alene, ID 83814
208-667-5986 208-415-0116 Fax 208-667-9338
www.cdadowntown.com

ANNOUNCEMENTS

Memo to Council

DATE: October 22, 2013

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the November 5th Council Meeting:

KAITY WIDMYER LIBRARY BOARD
(Alternate Student Representative)

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Bette Ammon, Library Board Liaison

Memo to Council

DATE: October 17, 2013

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the November 5th Council Meeting:

MICHAEL DROBNOCK CDA TV Committee
(Representing City of Hayden)

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director/CDATV Liaison

Memo to Council

DATE: October 29, 2013

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the November 5th Council Meeting:

SCOTT HOSKINS

LAKE CITY DEVELOPMENT CORPORATION

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Tony Berns, LCDC

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: November 5, 2013

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Annexation Agreement for Washington Trust Property at the Old Atlas Mill-Site.

DECISION POINT:

Approve the annexation agreement with Washington Trust for property located along the Spokane River in the old Atlas mill-site.

HISTORY:

On June 18, 2013, the Council approved the annexation of a 22 acre parcel of land located in the old Atlas mill-site upon the successful negotiation of an annexation agreement.

FINANCIAL ANALYSIS:

The annexation fee policy calls for an annexation fee of \$750 for each allowable lot based on the maximum zoned density. In this instance, the annexation fee is \$255,645.00. Of this amount, \$10,000 will be paid immediately, with the rest being paid upon approval of the required PUD. In addition, the agreement requires Washington Trust to reimburse the City \$1,000 for staff time in preparing the agreement and also establishes a \$450 wastewater surcharge for each Equivalent Residential Unit (ERU) to ensure that the wastewater infrastructure is sized appropriately to serve the property.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

As indicated above, the City Council has previously approved annexation of the subject property contingent upon negotiation of a satisfactory annexation agreement. In drafting the agreement, staff has negotiated a wastewater surcharge to address wastewater capacity issues at the Mill River Lift Station and associated lines. Additionally, the applicant has agreed to master plan the property and apply for a PUD within two years. The master plan will address improvements along Seltice Way, signalization of the Atlas Road/Seltice Way intersection and preservation of open space and views to the Spokane River. Finally, the applicant has agreed to locate a permanent route for a Class 1 pedestrian/bike trail on the property to allow for a trail to extend from the Centennial Trail/ Prairie Trail in Riverstone to the Mill River development. The applicant has agreed not to pursue any development of the property until the PUD is approved.

DECISION POINT/RECOMMENDATION:

Approve the proposed annexation agreement.

RESOLUTION NO. 13-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH WASHINGTON TRUST BANK FOR A-1-13 "THE OLD ATLAS MILL SITE".

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Washington Trust Bank, pursuant to 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 a agreement with Washington Trust Bank 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 5th day of November, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 4th day of November, 2013, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho (the "City"), and **Washington Trust Bank**, a Washington corporation with its principal place of business at 717 West Sprague Avenue, Spokane, WA 99210 (the "Owner").

W I T N E S S E T H:

WHEREAS, The Owner owns two parcels of land adjacent to the City limits, which the Owner wishes to annex in preparation for future development. The Owner has applied for annexation of the property to the City; and

WHEREAS, the parcels to be annexed are more particularly described in **Exhibit "A"**, which by this reference is incorporated herein (hereinafter collectively referred to as the "Property"); and

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

NOW, THEREFORE, in consideration for the covenants and conditions set forth herein, the parties agree as follows:

SECTION I: LEGAL DESCRIPTION

1.1: Description of the Property: The Property to be annexed is approximately 22.23 acres in size and is bounded by Seltice Way, the Mill River development, the Spokane River and a line extended south from Atlas Road to the Spokane River and is more particularly described in **Exhibit "A"**.

SECTION II: STANDARDS

2.1: Applicable Standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of plan approval for each project, building or phase of development. The Owner further waives any right it may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

SECTION III. UTILITIES

- 3.1: Water and Sewer: The Owner agrees to use the City's domestic water and sanitary sewer services for the Property after development. Owner agrees to comply with the City's Water and Wastewater plans and policies in designing and constructing water and sewer systems to service any development of the Property.
- 3.2: Maintenance of Private Sanitary Sewer and Water Lines: The City shall not be responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, within the Owner's developments on the Property.
- 3.3: Water Rights: Prior to the issuance of any building permit for construction on the Property, recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the City, by warranty deed in a format acceptable to the City, all water rights associated with the Property including, but not limited to right #95-4597. The parties expressly agree that the Owner is 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.
- 3.4: Public Sewer Surcharge: The Coeur d'Alene Sewer Master Plan has identified that the Mill River Lift Station and associated sewer lines will need to be upsized to provide sewer capacity to the Property. Therefore, the Owner will be required to pay to the City a sewer capacity surcharge of Four Hundred and Fifty Dollars and no/100 (\$450.00) per Equivalent Residential Unit (ERU). The City agrees to collect the surcharge, per ERU, at the time of building permit issuance. Both parties agree that this amount accurately represents the estimated pro-rata share of the necessary upgrades to the Mill River Lift Station and associated sewer lines. The City will deposit each surcharge in a trust account to be held by the City to be used for upgrading the Mill River Lift Station and associated sewer lines. In the event that the City can no longer collect this surcharge, Owner agrees to, immediately upon notification from the City, begin collecting this surcharge at the time each lot is sold. Owner will then deposit each surcharge in the trust account described by this Section. In this event, the City will not issue a building permit for each lot until confirmation is received that said deposit has been made.
- 3.5: Storm Water: The Owner agrees to adhere to City policies and standards for storm water 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, to adhere to all requirements of the Idaho Department of Environmental Quality and/or Idaho Department of Lands for storm water management including but not limited to erosion control and permitting.
- 3.6: Garbage Collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner 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.

- 3.7. Street Lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

SECTION IV: PUBLIC IMPROVEMENTS

- 4.1: Installation of Public Improvements: The Owner agrees that, prior to occupancy of the Property, and prior to issuance of any building permits for the Property, it will submit plans for approval to construct and install 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, sub-base, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

SECTION V: PLANNING AND DESIGN OF PROPERTY

- 5.1: Planning and Design of the Property: Owner desires to further develop the Property and agrees to complete a master plan of the Property prior to any further development of the Property. In developing the master plan, the Owner agrees to accommodate and incorporate the following elements:

A. Permanent Trail Routes: Develop a permanent route for a Class 1 pedestrian/bicycle trail, not less than sixteen feet (16') wide, across the southerly 7.14 acre parcel in a location that the City determines will allow for extension of the trail to the east and west. Alternatively, the Owner can locate the trail route on the adjacent abandoned railroad right of way if the Owner can obtain the necessary legal rights to do so and if the location on the abandoned railroad right of way allows for extension of the trail to the east and west.

B. Public Access to Spokane River: Design and provide open space and/or other public access to the Spokane River.

C. Signalized Intersection at Atlas Road and Seltice Way: Design and construct, including any real property acquisition, a signalized intersection at Atlas Road and Seltice Way to serve as the main entrance into the Property.

D. Connection to the River: The site design objectives shall include an emphasis on connection to the water. This shall include open views toward the river from public rights of way.

E. Compatibility with Surrounding Uses: Design the site to be compatible with surrounding existing uses in the City.

F. Street Trees: Placement and planting of street trees in accordance with City policies and standards.

- G. Seltice Way Frontage Improvements: Design and construct street frontage improvements along the Property's Seltice Way frontage including but not limited to curbing, paving, drainage facilities, sidewalks and lighting.
- 5.2: Planned Unit Development: The Owner agree to submit the master plan required by this Section to the City for approval as a Planned Unit Development ("PUD") no later than two (2) years after the publication of the annexation ordinance for the Property. The Owner will also submit at that time any other necessary land use applications, such as zone changes or preliminary subdivision plats necessary to implement the master plan.
- 5.3: No Construction until Approval: The Owner agrees that they will not further develop the Property or seek any development approval for the Property until the PUD has been approved by the City. The Owner further waives any and all claims against the City for not processing any applications for development of the Property submitted to the City in violation of this Agreement.

SECTION VI: FEES

- 6.1: Annexation Fees: The Owner agrees to provide specific consideration for annexation in the amount of Two Hundred Fifty Five Thousand Six Hundred and Forty Five Dollars and no/100 (\$ 255,645.00). This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per allowed lot under the approved C-17 and R-12 zoning). The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's Property, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code.
- 6.2: Payment of Annexation Fees: Prior to the recordation of this Agreement and the approval of an ordinance annexing the Property, the Owner will pay to the City Ten Thousand Dollars and no/100 (\$10,000.00). The Owner will provide the remainder of the mutually agreed upon consideration specified in Section 6.1, either in cash or in real property or other consideration acceptable to the City upon the City's approval of the PUD required by Section 5.3. Owner specifically agrees that the City may withhold building permits and all other permits for development of the Property until such time as the payment required by this Section 6.2 is paid in full.
- 6.3: 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.
- 6.4: Other Fees: Additionally, the Owner is 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), and 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.

- 6.5: Drafting Reimbursement: The Owner further agrees that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Owner agrees to pay to the City One Thousand Dollars and no/100 (\$1,000.00) as reimbursement for the City's reasonable costs in preparing this Agreement. Payment of this reimbursement will be made to the City at the time of the initial payment of annexation fees as provided in Section 6.2 above.

SECTION VII. MISCELLANEOUS

- 7.1: Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a subdivision or short plat may be necessary. Owner agrees that in the event that a subdivision or a short plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2: Time is of the Essence: Time is of the essence in this Agreement.
- 7.3: Non-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.
- 7.4: Recordation and Amendment: This Agreement or a summary thereof shall be recorded by the City. All promises and negotiations of the parties merge into this Agreement. Both parties agree that this Agreement shall only be amended in writing and signed by the 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.
- 7.5: 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 appertain.
- 7.6: Compliance With Applicable Laws: The Owner agrees to comply with all applicable laws.
- 7.7: Covenants Run With Land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.8: Publication of Ordinance: Until the date of publication of the annexation ordinance, no final annexation of Owner's 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 Owner's Property.

- 7.9: 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 claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.
- 7.10: De-annexation (Exclusion of Property): The Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex (exclude from the city limits) and terminate utility services without objection from owners, assigns or successors in interest, of such portions of Owner's Property as City in its sole discretion decides. The Owner specifically and knowingly waives and legal claim or right it, or any of its heirs, successors or assigns may have against the City for excluding any or all of the Property as contemplated by this Section.
- 7.11: Owners to Hold the City Harmless: The Owner 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 Owner's development, operation, maintenance, and/or use of the Property. The Owners further agrees to pay 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.

**CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO**

WASHINGTON TRUST BANK

By: _____
Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

By: _____
Its: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 4th day of November, 2013, before me, a Notary Public, personally appeared **Sandi Bloem and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who 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 Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of November, 2013, before me, a Notary Public, personally appeared _____, known to me to be the _____ of **Washington Trust Bank** and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for _____
Residing at _____
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, GOVERNMENT LOT 4 IN SECTION 9, AND GOVERNMENT LOT 1 IN SECTION 10 ALL IN TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4 OF SAID SECTION 9;

THENCE NORTH 00 DEGREES 16'21" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, 42.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF SELTICE WAY;

THENCE SOUTH 67 DEGREES 47'18" EAST, ALONG SAID RIGHT OF WAY LINE, 170.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS NORTH 21 DEGREES 46'14" EAST, A DISTANCE OF 2864.79 FEET;

THENCE ALONG SAID RIGHT OF WAY LINE AND CURVE TO LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 03'36", AN ARC DISTANCE OF 3.00 FEET (CHORD SOUTH 68 DEGREES 15'34" EAST, 3.00 FEET);

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THENCE SOUTH 89 DEGREES 54'59" EAST, ALONG SAID RIGHT OF WAY LINE, 328.74 FEET TO THE EAST LINE OF THE WEST 230.00 FEET OF GOVERNMENT LOT 1 OF SAID SECTION 10;

THENCE SOUTH 00 DEGREES 44'17" WEST, ALONG SAID EAST LINE, 575.07 FEET TO THE NORTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD;

THENCE NORTH 74 DEGREES 30'00" WEST, ALONG SAID RIGHT OF WAY LINE, 261.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS OF WHICH BEARS NORTH 15 DEGREES 30'00" EAST, A DISTANCE OF 5055.00 FEET;

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THENCE NORTH 01 DEGREES 58'56" EAST, ALONG SAID WEST LINE, 404.04 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 9, AND THE WEST 230.00 FEET OF GOVERNMENT LOT 1 IN SECTION 10 ALL IN TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, LYING SOUTH OF THE SOUTH LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY, SAID RIGHT OF WAY LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 15 DEGREES 08'01" EAST, 841.01 FEET TO THE INTERSECTION OF THE EAST LINE OF THE WEST 230.00 FEET OF GOVERNMENT LOT 1 IN SECTION 10 AND THE SOUTH RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD THE POINT OF BEGINNING OF THIS LINE DESCRIPTION;

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Order No. 6001-27169

EXHIBIT "A"
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THENCE NORTH 85 DEGREES 24'13" WEST, ALONG SAID RIGHT OF WAY LINE, 458.92 FEET TO THE WEST LINE OF GOVERNMENT LOT 4 OF SAID SECTION 9, THE TERMINUS OF THIS LINE DESCRIPTION.

COMMIT. LEGAL. 0

ORDINANCE NO. _____
COUNCIL BILL NO. 13-1018

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTIONS 4, 9, & 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.090, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #43; 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, 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) and R-12 (Residential at 12 units/acre) as depicted on the attached Exhibit “B”, which by this reference is incorporated herein.

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 is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 4. That the above described property be and the same is hereby declared to be and shall be a part of Precinct #43, and that Section 1.16.090, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #43.

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.

APPROVED by the Mayor this 4th day of November, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-1-13 Annexation of 3528 W. Seltice Way – “The Old Atlas Mill Site”

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTIONS 4, 9, & 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.090, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #43; 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, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-1-13 Annexation of 3528 W. Seltice Way – “The Old Atlas Mill Site”, 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 4th day of November, 2013.

Warren J. Wilson, Chief Civil Deputy City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

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Order No. 6001-27169

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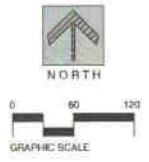
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OF THIS LINE DESCRIPTION.

COMMIT. LEGAL. O



LEGEND:

	C-17 COMMERCIAL ZONE (14.82 ACRES)
	R-12 RESIDENTIAL ZONE (7.41 ACRES)



THE OLD ATLAS MILL SITE

COEUR D'ALENE, IDAHO
ZONING EXHIBIT

Prepared by:
verdis
 landscape architecture : planning
www.verdisNW.com
 208-667-1214
 March 4, 2013

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on, June 18, 2013 and there being present a person requesting approval of ITEM A-1-13, a request for zoning in conjunction with annexation from County Industrial to C-17 (Commercial) and R-12 (Residential at 12 units/acre) zoning districts.

LOCATION: +/- 22.23 ACRES KNOWN AS THE WESTERN HALF OF THE OLD ATLAS MILL SITE-LYING BETWEEN SELTICE WAY AND THE SPOKANE RIVER

APPLICANT: VERDIS

B. FINDINGS:

- B1.** That the existing land uses are single-family residential, multi-family, mobile homes, commercial, and vacant land.
- B2.** That the Comprehensive Plan Map designation is Transition.
- B3.** That the current zoning is County Industrial.
- B4.** That the notice of public hearing was published on June 1, 2013, which fulfills the proper legal requirement.
- B5.** That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6.** That 25 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on May 31, 2013.

B7. That public testimony was heard on June 18, 2013, including:

Dave Yadon, Planning Director.

Mr. Yadon presented the staff report and indicated that the Planning Commission recommended that the subject be annexed with the zoning sought by the applicant. The property is a 22-acre piece at the former Atlas Mill site divided by the former BNSF right of way. The requested zoning for the site is R-12 between the railroad property and river and C-17 for the northern portion of the property. Mr. Yadon testified that the difference between the requested R-12 zone and R-8 is the density of development allowed. Mr. Yadon stated that the Shoreline Ordinance would affect development on the shoreline of the property. Mr. Yadon reviewed the characteristics of the requested zoning as outlined in the staff report. Mr. Yadon indicated that there is a sewer capacity issue for the property if it develops beyond a certain density but that this issue would be addressed via a sewer surcharge. He also testified that at the time the property applies for development, additional infrastructure issues such as Seltice Way improvements will be addressed.

Sandy Young, Applicant's Representative.

Ms. Young testified that the current owner of the property, Washington Trust, has no plans to develop the site and is seeking the annexation as the first step in marketing the property. She provided current pictures of the site and stated that they have not disturbed the shoreline during the clean-up of the site.

Ms. Young stated that the annexation does support the goals of the Comprehensive Plan and will provide public access to the site through the local bike trails. This annexation will support business growth and provide an opportunity for the land to be used at its highest and best use. Ms. Young stated that the City has a crossing agreement allowing a road across the railroad property to connect the two parcels. Ms. Young stated they were seeking a balance of the area zonings and felt R-12 was a good balance and a good fit in order for any developer to make the kinds of upgrades to the system that will likely be required. The City Code does have minimum requirements for open space and public access and the City will have an opportunity to put those requirements in at the time of development.

Roger Smith, Coeur d'Alene.

Mr. Smith testified that he is a retired engineer and walks that area and thinks there is an opportunity to preserve the natural space for the future. Annexation would allow the city to have more of a say in how

the land is developed. He believes there should be many conditions on any land that is annexed. He is concerned about the waterfront area and that this is the last opportunity to preserve riverfront access for public use and have more open space preserved. Mr. Smith also recommended that the R-12 zoning not be allowed or that the residential development be clustered to one area with more open space preservation. He encouraged the Council to take the opportunity to preserve the public access.

Susan Snedaker, Coeur d'Alene.

Ms. Snedaker testified that she is concerned about the density and would like to cluster housing and that R-8 zoning should continue. The beach at Mill River is too small and preserving the open space and natural elements would be more important. She would like the Council to consider conditions including a master plan or PUD with a one-year time frame, sewer cap fees should be covered by the developer, and the signalization at Atlas should be included in the annexation.

Meryl Van Houten, Coeur d'Alene.

Mr. Van Houten testified that he has talked with the City Wastewater and Engineering Departments and there is a lift station at Mill River. He believes it would be best to require the sewer capitalization fees based upon analysis at the time the development is proposed, as there are no current development plans for the property.

Mike Gridley, City Attorney.

Mr. Gridley clarified that the action for Council tonight is to consider whether it makes sense to annex the property. Then, the annexation agreement provides an opportunity to negotiate how the property will develop. He reiterated that the main consideration is if the property should be in the city and what is the appropriate zoning. If the annexation is approved, the annexation agreement approval and publication of the zoning ordinance is when the annexation actually goes into effect.

B8. This proposal is in conformance with the Comprehensive Plan policies.

We find that the requested C-17 and R-12 zones are in conformance with the Comprehensive plan as follows:

The property in question has a land use designation of Transition and is within the Spokane River Land Use District. Transition areas are those where the number of building lots, and general land use is

expected to change during the planning period as is evidenced by the subject property transitioning from an industrial use as a saw mill to residential and commercial development. The Spokane River Land Use District indicated that this area should develop with various commercial, residential and mixed uses. Further it indicates that overall density may approach 10-16 units per acre with pockets of denser housing. It also encourages open space and pedestrian/bicycle connections especially adjacent to the Spokane River.

The requested C-17 zone is the City's general commercial zone, which authorized multiple commercial, mixed-use and residential uses. This zone is intended to be located adjacent to arterial streets, such as Seltice Way. This zone, along the Seltice Way frontage of the Property meets the Spokane River Land Use District goal of a mix of commercial, mixed-use and residential uses.

The requested R-12 zone south of the BNSF property, is also consistent with the Spokane River Land Use District as it authorized residential development at 12 units per acre which is consistent with the Comprehensive Plan directive of densities of 10 – 16 units per acre in this location.

B9. Public facilities and utilities are available and adequate for the proposed use.

The staff report indicates that adequate sewer, water, police and fire services are available for the subject property subject to the development of additional infrastructure that will occur along with development of the property. There was no testimony received at the public hearing that indicated that this is not the case. As such, we find that the provisions for these requirements are adequate.

B10. The physical characteristics of the site make it suitable for the request at this time because:

Based on the staff report, the property has level terrain with no significant topographic features. There is nothing about the sites physical characteristics that make it unsuitable for the requested zoning.

B11. The proposal would not adversely affect the surrounding neighborhood with regard to

traffic, neighborhood character or existing land uses.

As outlined in the staff report, the requested zoning districts are similar to those for other properties in the area that have been annexed by the City, including a mix of residential and commercial development. Further, Seltice Way is an arterial that will accommodate the traffic resulting from the future development of this property consistent with the requested zones. Given that, we find that the proposal will not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of Washington Trust for zoning in conjunction with annexation, as described in the application should be **approved**.

D. ORDINANCES AND STANDARDS USED IN EVALUATION

Comprehensive Plan - 2007.

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.

Coeur d'Alene Bikeways Plan.

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

ROLL CALL:

Council Member Gookin Voted _____
Council Member Edinger Voted _____
Council Member Goodlander Voted _____
Council Member McEvers Voted _____
Council Member Adams Voted _____
Council Member Kennedy Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a _____ to _____ vote.

MAYOR SANDI BLOEM

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on October 1, 2013, and there being present, a person requesting approval of ITEM: SP-3-13, a Special Use Permit allowing a criminal transition facility in the C-17 (Commercial) zoning district to operate a residential re-entry service for federal offenders

APPLICANT: PORT OF HOPE CENTERS INC.

LOCATION: 218 N. 23RD STREET – APPROX 0.842 OF AN ACRE

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

- B1.** That the existing land uses are Civic (Elementary school), single family (Attached & detached), duplex, multi-family, commercial, and vacant land.
- B2.** That the Comprehensive Plan Map designation is Stable Established.
- B3.** That the zoning is C-17.
- B4.** That the notice of public hearing was published on, September 19, 2013 which fulfills the proper legal requirement.
- B5.** That the notice of public hearing was posted on the property on, September 23, 2013, which fulfills the proper legal requirement.
- B6.** That 29 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on September 13, 2013.
- B7.** That public testimony was heard on October 1, 2013 including:

Sean Holm, City Planner.

Mr. Holm reviewed the staff report indicated that the Council would be required to make the findings required by the City Code. He presented photographs and maps of the area zoning and land use surrounding the subject property and reviewed the proposed conditions contained in the staff report. He testified that Port of Hope began providing transitional services at its current location in 1998 triggering the requirement for a Special Use Permit.

Warren Wilson, Deputy City Attorney

Mr. Wilson stated that they are the three basic zoning findings and four additional items that they Council must answer including the type of offenders allowed at the facility, length of transition period, number of offenders, and type of security necessary. Mr. Wilson reviewed a report for calls for police service over a 5.5 year period within a 1/3 mile radius and found 44 calls for services, with little relationship to Port of Hope.

Jake Danible, Port of Hope Representative.

Mr. Danible testified that Port of Hope is a non-profit organization, and employs 35 people. They do alcohol and drug treatment, counseling, and education in addition to residential reentry centers. Mr. Danible presented photographs of the interior and exterior of the property. He requested the special use permit be approved to continue their contract with the Federal Bureau of Prisons providing transitional housing. Mr. Danible testified that sex offenders will not be allowed at the facility and that Port of Hope agrees with the recommended conditions contained in the staff report and is seeking a sunset date of March 1, 2016 for its permit. He testified that there is security monitoring in everything they do and they have demonstrated that they care about what happens in the community, which is why they are willing to agree to the sunset date.

Tamara Chamberlain, Port of Hope Representative.

Ms. Chamberlain stated that the residential reentry center provides people with the necessary skills to reenter into society and become self-sufficient. The facility conducts random and regular drug and alcohol testing, random searches, random site visits, and uses GPS units to track residents. Ms. Chamberlain clarified that they could set up an exclusion zone from the school with their GPS units and the software will send an alert if a participant crosses into that zone. She provided a demonstration of the GPS unit capability. They presented a letter of support from the Head Start program in Nampa that is located within 15 feet of their Nampa facility. They also presented a letter of support from Shannon Plumbing. They stated that they provide several community benefits such as jobs, hiring local contractors, K-9 training at their location, and community education.

Jim Carroll, Cataldo.

Mr. Carroll testified that he has been a counselor for 30 years and has worked at the Port of Hope and has seen people enter with helplessness and leave with hopefulness. Many people have stated that the facility has saved their lives. If they had to shut their doors, the community would lose a valuable asset that has been in place since 1971. He has lived in Kootenai County for 20 years and is more worried about those re-entering society without the help of Port of Hope.

Sarah Reser, Coeur d'Alene.

Ms. Reser testified that she has been at the Port of Hope as part of an inpatient treatment and is becoming a part of society. She would still be out on the streets if it wasn't for Port of Hope.

Meryle Kuntz, Coeur d'Alene.

Ms. Kuntz testified in support of Port of Hope and stated that she represents a neighborhood block watch committee. She is impressed with the work Port of Hope does. She has fear in the neighborhood from those hanging around the neighbors, such as Fresh Start. She believes this type of facility can stop the cycle of prisoners going straight to homelessness.

Michelle Mitchell, Coeur d'Alene.

Ms. Mitchell testified that she has lived in Coeur d'Alene since she was 8 years old and is now a mother of two young men. She is currently employed as a lead baker and has been for the past two years. She was released to the Port of Hope facility, and learned many ways to live a drug and alcohol free life. She explained the rigorous inspections and testing periods she went through during the program. She does not believe that she would have transitioned back to the community so smoothly if it weren't for the Port of Hope.

James Ragsdale, Coeur d'Alene.

Mr. Ragsdale testified that he is a social services coordinator at Port of Hope. He helps inmates transition back to society, but is also resident of Coeur d'Alene. He explained the restrictions placed on the residents. For example, they can't say they are going to Albertsons then deviate to Safeway without prior approval or they may be sent back to prison. He reiterated that the facility has 35 employees that care.

Bobby Stanchfield, Hayden.

Mr. Stanchfield testified that he is the Pastor of a Baptist church and works for the School Transportation Department. He transports 80-100 kids back and forth to school every day and the safety of the children is his primary concern. The church has been a part of the Port of Hope for 6 years and he has seen a great change in people and believes in what they do there and has seen lives changed. He would much rather see the community have this type of facility for people that are trying to change their lives and he believes that they have a good track record.

Nick Baxa, Post Falls.

Mr. Baxa testified that he works at Port of Hope providing drug and alcohol treatment to the clients. They have made poor decisions while under the influence of drugs and alcohol and are now trying to improve themselves. He serves ages 14 to 71, and if they do not clean-up they will end up back in prison. In his experience over a third will not respond to treatment, so it will take multiple treatments and interventions to help the offenders. Many have already been through a yearlong treatment program in prison just to qualify to live in an RRC.

Wendell Wardell, Coeur d'Alene.

Mr. Wardell testified on behalf of the Coeur d'Alene School District saying that the school district has withdrawn its objections to the special use permit based on the condition agreed to by Port of Hope.

Marlene Scott, Spirit Lake.

Ms. Scott testified that she works for the Port of Hope and wanted to say that it has been difficult to listen to the negative comments about the clients. The majority of the clients are from this community and/or have ties here and are seeking a second chance. They have to secure a full time job within two weeks and disclose to the employer that they are in a reentry program. She has heard a lot of "not in our neighborhood" comments and moving a non-profit business is a huge event and a disruption to their services.

Shawna Herman, Post Falls.

Ms. Herman testified that she has been on both sides of the story, as a victim and as a perpetrator and believes all forms of addiction hurt those around them. She stated that Washington instituted a

SOSA program for sex offenders and the reconviction rate dropped from 24% to 5% due to the therapy they were providing and found that prison costs five times more to society. Port of Hope is Idaho's solution to this and they have proven their success.

Susan Snedaker, Coeur d'Alene.

Ms. Snedaker testified that Port of Hope has shown good faith and have not been operating in the shadows. Port of Hope is providing an outstanding service to the community and it should be approved. They are stable established, meet the comprehensive plan, and there are no grounds to deny.

John Beals, Coeur d'Alene.

Mr. Beals testified that he is a current employee of Port of Hope as a federal monitor and on a personal level he is a member of the 12 step recovery group and in touch with the recovery community. He has experience with people in our community that have been through the program and the success stories are greater than the failures. It would be difficult to find another location that better fits this function, they abut I-90, have high traffic, no crosswalk on their frontage, sided by commercial businesses with cyclone fencing. The people are monitored and directed to Sherman to the bus stop or transported to where they need to be. This is an asset to the community and he hopes that the continuance is approved.

B8. Pursuant to Section 17.09.220, Special Use Permit Criteria, a special use permit may be approved only if the proposal conforms to all of the following criteria to the satisfaction of the City Council:

B8A The proposal is in conformance with the Comprehensive Plan, as follows:

Port of Hope is located in the Historical Heart Land Use District in the Comprehensive Plan. This area contains a mix of uses including residential, commercial and civic, such as Port of Hope. Further, Comprehensive Plan Objectives 1.14 (Efficiency), 2.01 (Business Image and Diversity), 3.01 (Managed Growth), 4.01 (City Services) and 4.06 (Public Participation) all support the issuance of the requested special use permit because Port of Hope is located in an area where it will not be necessary to extend new services and the services provided by Port of Hope provide housing and training to an underserved portion of Coeur d'Alene's population.

B8B. The design and planning of the site is compatible with the location, setting, and existing uses on adjacent properties.

Based on the staff report and the public testimony, it is clear that Port of Hope has been operating in its current location without any significant negative impact on the uses on surrounding properties (both the residential neighbors and the neighboring school). With the removal of sex offenders from the facility, there is even less chance of negative impacts. As Mr. Beals testified, Port of Hope is largely buffered by I-90 and a neighboring business with cyclone fencing. Further, the residents are monitored and directed to Sherman to the bus stop or transported to where they need to be. Given that, we find that the design and planning of the site is compatible with surrounding uses.

B8C The location, design, and size of the proposal are such that the development will be adequately served by existing streets, public facilities and services.

Based on the staff report, we find that the current location is adequately served by existing streets, public facilities and services.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of PORT OF HOPE, LLC for a special use permit, as described in the application should be approved.

Special conditions applied are as follows:

1. The maximum number of offenders is 43.
2. No offenders required by Idaho law to register as a sex offender may be housed at the facility.
3. No offender will be allowed to reside at the facility for more than 365 calendar days.
4. The facility must at all times comply with requirements of the Federal Bureau of Prisons Residential Reentry Center Statement of Work regarding security and discipline (currently Chapters 11 & 12).
5. Create an exclusion zone within the facility's GPS (Veritraks) system around the Fernan Elementary School property. The system must alert the facility within one minute if an offender enters the exclusion zone. Exclusion zone reports (with names redacted) must be made available to School District 271 and the City upon request.
6. Place GPS units on all pre-release offenders, in the facility and on home confinement with a VCCLEA status. This status includes assault charges, drug charges, etc.
7. The facility will not allow offenders to travel to bus stops without staff supervision during the peak hours when school children are arriving and leaving school (currently 7:00 - 8:00 a.m. and 2:30 - 3:30 p.m.).
8. The approved Special Use Permit will be valid until the Sunset date of March 1, 2016.

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

ROLL CALL:

Council Member Gookin Voted _____
Council Member Edinger Voted _____
Council Member Goodlander Voted _____
Council Member McEvers Voted _____
Council Member Adams Voted _____
Council Member Kennedy Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM