

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

January 18, 2022

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor David Bond with Compel Community

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. 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.)

F. ANNOUNCEMENTS

1. City Council
2. Mayor

[*ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS](#)**

G. 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 January 4, 2022 and January 10, 2022 Council Meetings.
2. Approval of Bills as Submitted.

3. Approval of Financial Report.
4. Setting of General Services/Public Works Committee meeting for Monday, January 24, 2022 at 12:00 noon.
5. Approval of a Cemetery Lot Repurchase; Teresa and Steven Hicks, Section J, Block J, Lot 625, Forest Cemetery Annex (Riverview).

As Recommended by the City Clerk

6. **Resolution No. 22-003**

- a. Acceptance of the Utility Easement for Sewer Line with Prairie Point, LLC.

As Recommended by the Wastewater Director

- b. Approval of S-1-20 – Cd’A Place 35th Addition; Approval of Final Plat, Subdivision Improvement Agreement; Landscape Work Agreement and Securities.
- c. Approval of S-1-18 – Cd’A Place 34th Addition; Approval of Final Plat, Acceptance of improvement and a Maintenance/Warranty Agreement, and Security.

As Recommended by the City Engineer

H. OTHER BUSINESS:

1. American Rescue Plan Act (ARPA) Funding

Reaffirmation of action taken on January 10, 2022

2. **Resolution No. 22-004** - Approval of amendments to Personnel Rule 1, entitled General Provisions and to amend the Classification and Compensation Plan to amend the position of Payroll Coordinator, pay grade 12 to Payroll Specialist Pay grade 11.

Staff Report by: Melissa Tosi, Human Resources Director

3. **Resolution No. 22-005** - Approval of Agreements with ignite cda for the Museum of North Idaho Project and for seven Lake District projects for 2022.

Staff Report by: Troy Tymesen, City Administrator

I. PUBLIC HEARING:

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

1. (Quasi-judicial) - ZC-7-21- A proposed zone change from R-12 to C-17; located at 455 W. Cherry Lane; Applicant: CDA Enterprises, LLC.

Staff Report by: Tami Stroud, Associate Planner

- a. **Council Bill No. 22-1000** – Approving ZC-7-21 - A Proposed Zone Change at 455 W. Cherry Lane from R-12 to C-17.

2. (Quasi-judicial) – A-6-21 -A proposed annexation of Public Road Rights-of-Way of a strip of land varying in width, being a portion of the Public Rights-of-Way of Government Way and Aqua Avenue; Applicant: City of Coeur d’Alene.

Staff Report by: Hilary Anderson, Community Planning Director

- a. **Council Bill No. 22-1001** – Ordinance approving the annexation of Public Road Rights-of-Way, a strip of land varying in width, being a portion of the Public Rights-of-Way of Government Way and Aqua Avenue.

J. RECESS to January 25, 2022 at 3:00 P.M. in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding Envision CDA, the Coeur d’Alene Comprehensive Plan.

Coeur d'Alene CITY COUNCIL MEETING

January 18, 2022

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

CONSENT CALENDAR

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

January 4, 2022

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 January 4, 2022 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Paul D. Van Noy with Candlelight Church provided the invocation.

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

PUBLIC COMMENTS:

Karen Claridge, Coeur d'Alene, noted that she has attended several Library Board meetings and expressed concerns regarding the content of LGBT material within the children's library. She is concerned that the Board has been meeting via zoom and sometimes only providing a 24-hour notice, which she believes is a violation of the open meeting law. She requested that they meet regularly and allow for in person meetings. Mayor Widmyer noted that the Library Board is unique under the state law, as they meet under their own rules and procedures. He assured her that the City meets the open meeting law. Councilmember Miller noted that the Trustees are older and have health concerns, so they have utilized Zoom in order to still meet, they do open zoom meetings early enough to meet the open meeting laws and do allow public comment via Zoom. She encouraged Ms. Claridge to continue attending the Zoom meetings and hope they will meet in person soon.

CONSENT CALENDAR: **Motion** by McEvers, second by Miller, to approve the consent calendar.

1. Approval of Council Minutes for December 21, 2021.
2. Approval of Bills as Submitted.
3. Setting of public hearing for January 18, 2022:
 - a. Quasi-judicial – A-6-21 - Location: Public Road Rights-of-Way located on Aqua Avenue between US 95 & Govt Way & on Govt Way Between Aqua Ave and Wilbur

Ave.; Applicant: City of Coeur d'Alene; Request: A proposed annexation of a strip of land varying in width, being a portion of the Public Rights-of-Way of Government Way and Aqua Avenue.

- b. Legislative - ZC-7-21 - Location: 455 W Cherry Lane; Applicant: CDA Enterprises, LLC; Request: A proposed zone change from R-12 to R-17.

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

MAYOR AND COUNCIL COMMENTS:

Councilmember McEvers noted that it has been interesting to serve with Mayor Widmyer and that he has learned a lot, noting that it has been talking business with him.

Mayor Widmyer noted that it has been his privilege to serve the community for eight year and that he will miss it.

OATHS OF OFFICE: City Clerk Renata McLeod administered the oath of office to elected Mayor James Hammond and re-elected Councilmembers Amy Evans, Kiki Miller, and Woody McEvers.

RECESS: Mayor Widmyer called for a recess at 6:16 p.m. The meeting reconvened at 6:23 p.m.

ROLL CALL: Mayor Hammond asked for the Council attendance to be noted in the Minutes. Council members present being:

Woody McEvers)
Amy Evans)
Dan English)
Kiki Miller)
Dan Gookin)
Christie Wood)

ELECTION OF COUNCIL PRESIDENT: **Motion** by Wood, seconded by Miller to elect Councilmember McEvers as Council President.

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

COMMITTEE APPOINTMENTS: Mayor Hammond noted that Committee assignments will remain the same. The assignments are as follows: "General Services/Public Works Committee." The first grouping of Council will attend the first meeting of the month and will include Amy Evans as Chairman, Christie Wood, and Dan English. The attendees of the second meeting of the month will include Woody McEvers as Chairman, Dan Gookin, and Kiki Miller. Mayor

Hammond noted that if in the future if Council wants other assignments throughout the year to let him know and if seat assignments wish to be changed it will be done by seniority.

The other committee assignments are as follows:

- Councilmember Wood: Tubbs Hill Foundation liaison; Parks Foundation liaison; Sick Leave Bank; Parks and Recreation Commission
- Councilmember Evans: Arts Commission; Ped/Bike Committee; City Legislative Committee; CDA2030
- Councilmember Gookin: KMPO
- Councilmember McEvers: CDA TV; EMS; and Lake City Center Liaison
- Councilman English: Parking Commission; ignite cda
- Councilman Miller: Library Board; and the Historic Preservation Commission

The Mayor will continue to serve as the City's representative to CDA Area Economic Development Corporation (Jobs Plus), and the Governor's Workforce Development Council.

RESOLUTION NO. 22-001

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING THE BID OF CONSOLIDATED SUPPLY CO. FOR PURCHASE OF A BULK PARTS ORDER FOR THE 2022 SEASON.

STAFF REPORT: Assistant Water Director Kyle Marine noted that the Water Department maintains over 19,000 active service and 318 miles of pipe throughout the Department's service area. In a typical year, the City replaces an average of 100 Yardley services, 1 to 3 miles of pipe, several fire hydrants and a variety of work orders varying from service installs to service replacements. Typically, the Water Department purchases materials for individual projects; however, due to the supply chain issues and material shortages, the Department is doing a bulk order early to ensure the materials arrive in time for the construction season. Some of the lead time for parts has been quoted as up to five months. A formal bid was held and Consolidated Supply Co. came in as the lowest responsive bid.

DISCUSSION: Councilmember English noted that this is good foresight and that the supply/demand issues may affect the next budget cycle. Councilmember Gookin asked for clarification regarding the budget estimate of \$650,000. Mr. Marine explained that this purchase is just one portion of the project that was budgeted, the funds will include payment for engineering, installation, etc. not just parts.

MOTION: Motion by McEvers, seconded by Evans to approve **Resolution No. 22-001**; approving a Contract with Consolidated Supply Co. for award of the Water Department Bulk Parts Order bid.

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

RESOLUTION NO. 22-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING THE SIGNATURE OF JAMES HAMMOND.

MOTION: Motion by Evans, seconded by Miller to approve **Resolution No. 22-002**; approving the signature of Mayor James Hammond for financial transactions.

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

RECESS: Motion by McEvers, seconded by Miller to recess to January 10, 2022 at 12:00 Noon in the Library Community Room, located at 702 E. Front Avenue for a workshop regarding the use of American Recovery Plan Act (ARPA) funds. **Motion carried.**

The meeting adjourned at 6:43 p.m.

ATTEST:

James Hammond, Mayor

Renata McLeod, CMC
City Clerk

MINUTES OF A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE LIBRARY COMMUNITY ROOM
ON JANUARY 10, 2022 AT 12:00 NOON

The City Council of the City of Coeur d'Alene met in continued session in the Library Community Room held at 12:00 NOON on January 10, 2022, there being a quorum present.

James Hammond, Mayor

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

STAFF PRESENT: Troy Tymesen, City Administrator; Mike Gridley, City Attorney; Renata McLeod, Municipal Services Director/City Clerk; Vonnie Jensen, Comptroller; Kenny Gabriel, Fire Chief; Michael Priest, Library Director; Bill Greenwood, Parks & Recreation Director; Hilary Anderson, Community Planning Director; Lee White, Police Chief; Todd Feusier, Streets & Engineering Director; Mike Anderson, Wastewater Superintendent; Terry Pickel, Water Superintendent; Stephanie Padilla, City Accountant; Brandon Jank, IT Network Administrator; Kyle Marine, Assistant Water Superintendent; Sherrie Badertscher, Executive Assistant.

CALL TO ORDER: Mayor Hammond called the meeting to order and stated all Council members were present, and turned the meeting over to City Administrator Troy Tymesen.

ARPA DISCUSSION: City Administrator Troy Tymesen noted that the purpose of the meeting was to discuss and approve staff recommended projects and capital purchases using American Rescue Plan Act (ARPA) funding to allow staff to begin planning, construction and purchasing of needed equipment and supplies. He stated there were \$8.6 million in ARPA funds available to the City, and they had received \$4.4 million on May 19, 2021. The latest rules by the U.S. Treasury state the standard allowance for revenue loss was up to \$10 million. He said the goal of today's meeting was to look at what had been presented by staff and make the determination of what would be of the best benefit for the City and its residents.

Comptroller Vonnie Jensen explained the City of Coeur d'Alene received \$4,329,664.50 on May 19, 2021, from the U.S. Treasury under the American Rescue Plan Act (ARPA) and was scheduled to receive the same amount again in May of 2022. The funds may be used on eligible projects and purchases made within the period of March 3, 2021, to December 31, 2024. Recipients of ARPA funding may use the funds for lost revenue as well as the following purposes:

- Replace lost public sector revenue

- Invest in water, sewer, and broadband infrastructure
- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Provide Premium pay for essential workers

She stated the City's lost public sector revenue amounts based on the GFOA formula was \$5,112,874, and recipients have been given broad latitude to use lost public sector revenue funding to support any government services. She said the City had previously reported \$148,000 of expenditures of ongoing COVID related expenses. City Departments were asked to propose projects to be funded by ARPA which were not funded in the budget or whose funding in the budget was reduced or eliminated for other needed projects. A committee with broad representation from throughout City staff met to discuss the proposed projects, funding alternatives, ARPA guidelines, and priorities. A short list to present to Council was agreed upon, with the expectation that further projects would be proposed at a later date. The committee members agreed that the projects on the short list met ARPA guidelines and represented high priority items. Ms. Jensen went over round one and future projects which included:

ROUND ONE

- Police Station Expansion – \$4,500,000
- Opticoms – 31 intersections, 64 vehicles – \$620,460
- EMS Officer – 3/3/21 through 9/30/24 – \$581,000
- Network Upgrade – \$547,855
- Western Star Dump Truck w/ Plow & Snow Gate - \$226,551
- PPE Supplies - \$100,000
- Grant Admin at 25% - 3/3/2021 – 09/30/2024 - \$91,000
- Integrated Case Management System - \$58,700
- Message Boards - \$70,552
- Fire Station Flooring - \$45,000
- Wireless AP Replacement - \$35,937
- Parkside Tower Wireless Project - \$19,830
- Field Dresser – Bunker Rake - \$19,337
- Library Access Control System - \$10,258

FUTURE PROJECTS

- Building Dept Inspection Vehicle - \$25,522
- Streets Dept HVAC Upgrades - \$47,000
- Police Dept – Generator Replacement - \$55,000
- Fleet Truck Lift Gate - \$6,000
- Streets Dept – Interior Lighting Improvements - \$30,000
- Police Dept – Gate Operators Replacement - \$27,500
- Street Dept – Gate Automation - \$5,000

- Street Dept – Vehicle Access Gate Improvements - \$9,000
- Museum Roof Replacement - \$47,474
- Police Dept Boiler Piping Correction - \$12,000
- Police & Fire Station 2 Vehicle Gate Hinge - \$2,155
- Building Maintenance Vehicle Replacement - \$30,000
- Fiber Connectivity to Atlas Waterfront - \$86,109
- Library Water Bottle Filling Station - \$5,000
- Library HVAC including UV - \$177,000
- Parks Pickup Truck - \$30,000
- Parks Tractor with Loader - \$60,000
- Parks Turf Sweeper - \$46,000
- Parks Turf Vehicle - \$28,995
- Parks – Mower - \$15,977
- WW Operational Technology Upgrade, SCADA, PLC - \$600,000
- Water Security System at 22 Well Sites - \$145,000
- Water SCADA System reliability improv - \$35,000
- Water Server Upgrades - \$78,500

DISCUSSION:

Councilmember Gookin asked about replacing lost revenue and if the City may receive up to the \$10 million without providing verification, and if staff had gone through the calculations, with Mr. Tymesen responding they had.

Councilmember English asked if the City may use the funds for regularly budgeted items, with Ms. Jensen stating they could.

Councilmember Gookin asked which Museum building was being roofed, with Ms. Jensen stating she was not sure. Mr. Gookin asked if it was the building that was part of the Four Corners Master Plan which stated the building would be torn down. Councilmember Wood said she thought there may be a new purpose for the building to be used by the Police Department and would like to revisit the issue at a later time with the Council.

Councilmember McEvers asked how many projects were already budgeted in the current fiscal year and what would happen to the already budgeted funds, with Ms. Jensen stating she would look at the numbers and get the information to Council, yet ultimately the money would stay in the budget and would go into the fund balance if not used during the fiscal year. A budget amendment would be made at the end of the fiscal year.

Councilmember Gookin asked about the lost revenue numbers and felt the City was whole and didn't have any lost revenue. He asked if the City had received less in property or sales taxes and where the lost revenue was coming from, with Ms. Jensen responding property taxes were normal, yet sales taxes were lower than projected. She stated the U.S. Treasury rules used the current census in order to create a formula to determine lost revenue due to the pandemic.

Councilmember Wood noted in the prior year's budget the City used \$1 million of fund balance, made budget cuts, and did not fund all budget needs.

Mayor Hammond asked if Council had previously voted to accept the funds, with Mr. Tymesen stating that staff was looking for a motion to accept the funds today. Mr. Tymesen stated it could be a two-step process; vote to accept the funds, then a separate vote to approve the expenditure of a portion of the funds on approved projects/equipment.

Mayor Hammond stated the goal of today's workshop would be to first decide if the City would accept the federal funds, and secondly, which projects and/or purchases would be a priority for the City and best serve the citizens.

Mayor Hammond reminded the audience that today's meeting was a workshop and not a public hearing, and no public comment would be taken.

MOTION: Motion by Wood, seconded by English, to accept federal funds under the American Rescue Plan Act of 2021, in the amount of \$8,659, 329.

DISCUSSION:

Councilmember Gookin mentioned there was currently record inflation, and by accepting the funds it would lead to more inflation, increasing the costs of goods, and hurt those most vulnerable in the community. He said he hoped the City would use fiscal discipline and not accept the funds.

Councilmember Wood stated the reason for the workshop was to discuss the funding and prioritize how it would be spent.

Councilmember McEvers asked if during a workshop Council could make a motion and move forward, with City Clerk Renata McLeod stating yes, the meeting was noticed according to law. Mayor Hammond noted last Tuesday's Council meeting had been continued to the current meeting.

Councilmember English noted he agreed it made sense to break out the motion to accept the funds, and a separate motion to allocate the funds. He stated he was in support of the motion to accept the funding.

Councilmember Miller asked if in addition to the motion to accept the funds, would there be a motion on how to spend the funds, or would Council discuss priorities and spending and approve them at a later council meeting. Mayor Hammond responded if Council were to approve the acceptance of the funds, then further discussion should happen with Council and staff, and the general public, and it was his preference to not approve any expenditures today.

Roll Call; Gookin No; English Aye; Miller Aye; Wood Aye; Evans Aye; McEvers Aye. **Motion carried.**

Mayor Hammond called a five-minute recess at 12:35p.m.

Mayor Hammond called the meeting back to order at 12:41p.m. and asked the Clerk to note all Council members were present.

DISCUSSION:

Mayor Hammond stated Council had chosen to accept the funds and felt there was a consensus to have further discussion on the proposed expenditures.

Councilmember Miller noted she had been meeting with the Regional Housing and Growth Issues Partnership group and other local private and public groups regarding local housing issues. She said the groups were working to bring federal funds to the area to help with the housing crisis for low to moderate income households, which has been elevated during the pandemic. She said she would like an opportunity to bring an outline of a plan for options to spend funding on the local worker housing issues, and noted ARPA funds had been used to address housing issues. She said the City had experienced issues with hiring employees due to high housing costs.

Councilmember English stated the funding rules had recently changed and there was new information received recently. He said he appreciated staff's efforts to satisfy the funding needs. He felt this was a good time to step back and reevaluate the City's needs and where the money be best spent.

Councilmember Gookin stated he appreciated Councilmember's Miller and English's statements and said there were many areas that could be supported with the funds some of which included; households, food assistance, child care, small business assistance, non-profits, etc.

Councilmember Wood asked if staff would explain what federal funds the City had received and provided to the community in regards to housing assistance, small business assistance, etc. Community Planning Director Hilary Anderson noted that CDBG and COVID funds had been received and the City had worked with many local non-profits and community members, for housing assistance and childcare grants. Additionally, the City used CARES Act funds toward small business grants.

Councilmember Evans asked for a future workshop to discuss the matter and bring their ideas forward. Mayor Hammond stated it would be a good idea and he suggested Council review the priorities, and it would be helpful to bring general ideas on a broader level as to best serve the needs of the City. Councilmember Miller asked about the timeframe to spend the funds, with Ms. Jensen responding by December 31, 2024. Councilmember Wood stated the City may miss some bidding opportunities if they delayed too long. Councilmember Gookin asked the Police Chief if the police station expansion was a priority and if he had a presentation he would share, with Chief Lee White stating he did.

Chief White gave a short presentation which went over the desperate need of space needed at the Police Department. He stated they exceed the maximum capacity in their locker rooms. He said he had ten (10) detectives working in an office built for four (4). He stated the proposal would add 12,000 sq feet, and leave room for future expansion as needed. He stated there was no space for storage and there was a great need to expand their Emergency Operations Center (EOC). Councilmember Wood asked about adding an EOC, with Chief White stating they had activated roughly nine (9) EOCs last year. He stated by expanding the headquarters, it would allow them to use the area for EOC deployment. Councilmember Wood stated the building was built in 1998, the current building was inadequate, and the female locker rooms were extremely small, and she felt it was critical to expand the space at this time. Councilmember McEvers asked when an EOC was activated, with Chief White stating when multiple agencies need to come together for an emergency event. Councilmember McEvers asked if the building would be used during expansion/remodel, with Chief White responding in the affirmative.

Councilmember English stated he felt it was a critical need to move forward with the Police Department station expansion request.

Councilmember Miller asked if the station expansion could be done in stages, and that she would like to explore funding for local housing needs which would also benefit law enforcement.

Mayor Hammond stated the police station expansion was a high priority.

MOTION: Motion by Wood, seconded by English, to approve up to \$4.5 million of ARPA funds for the Police Station Expansion.

DISCUSSION:

Councilmember Miller stated she was in support of the police station expansion and asked if the expansion could be completed for \$4.5 million, with Chief White stating as of the latest estimates it could.

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

Councilmember Evans left the meeting at 1:13pm.

Mayor Hammond stated in order to avoid an open meeting violation, Council should send questions and/or recommendations directly to staff. He noted staff should provide the proposed expenditures with justification on how it improves efficiency and/or operations.

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

The meeting adjourned at 1:15 p.m.

James Hammond, Mayor

ATTEST:

Sherrie L. Badertscher
Executive Assistant

DRAFT

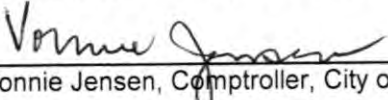
DEC 10 2021

CITY CLERK

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

FUND	BALANCE 11/30/2021	RECEIPTS	DISBURSE- MENTS	BALANCE 12/31/2021
<u>General-Designated</u>	\$2,206,784	\$30,022	\$4,145	\$2,232,661
<u>General-Undesignated</u>	9,551,590	2,934,693	4,842,838	7,643,445
<u>Special Revenue:</u>				
Library	11,301	45,267	143,204	(86,636)
CDBG	(53,735)	28,635	82,910	(108,010)
Cemetery	178,772	33,960	24,481	188,251
Parks Capital Improvements	517,781	1,272	61,382	457,671
Impact Fees	5,765,877	132,276		5,898,153
Annexation Fees	327	285,150	175,000	110,477
American Recovery Plan	4,124,925			4,124,925
Cemetery P/C	1,233,911	48,406	56,986	1,225,331
Jewett House	137,674	1,028	968	137,734
Reforestation	24,005	5		24,010
Street Trees	185,352	3,038	1,662	186,728
Community Canopy	2,897			2,897
Public Art Fund	89,908	18	25,824	64,102
Public Art Fund - ignite	613,879	127	18,750	595,256
Public Art Fund - Maintenance	134,669	28	25	134,672
<u>Debt Service:</u>				
2015 G.O. Bonds	106,651	23,140		129,791
<u>Capital Projects:</u>				
Street Projects	410,908	84	110,984	300,008
<u>Enterprise:</u>				
Street Lights	125,622	58,292	63,676	120,238
Water	2,965,997	420,433	968,684	2,417,746
Water Capitalization Fees	6,115,609	125,046		6,240,655
Wastewater	8,082,179	2,982,993	570,308	10,494,864
Wastewater - Equip Reserve	1,502,253	27,500	230,555	1,299,198
Wastewater - Capital Reserve	3,500,000			3,500,000
WWTP Capitalization Fees	6,476,022	230,391	1,890,784	4,815,629
WW Property Mgmt	60,668		20,833	39,835
Sanitation	1,822,401	559,322	539,448	1,842,275
Public Parking	948,940	39,688	79,320	909,308
Drainage	1,533,895	93,817	105,091	1,522,621
Wastewater Debt Service	3,521,130	727		3,521,857
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	267,045	264,873	267,045	264,873
Police Retirement	583,373	15,600	31,490	567,483
Sales Tax	1,795	1,988	1,795	1,988
BID	294,645	5,978		300,623
Homeless Trust Fund	747	1,213	747	1,213
GRAND TOTAL	\$63,045,797	\$8,395,010	\$10,318,935	\$61,121,872

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


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

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
THREE MONTHS ENDED
December 31, 2021

RECEIVED

DEC 10 2021

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2021	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$260,153	\$62,100	24%
	Services/Supplies	9,692	654	7%
Administration	Personnel Services	220,154	55,730	25%
	Services/Supplies	2,920	247	8%
Finance	Personnel Services	719,191	178,559	25%
	Services/Supplies	579,455	265,584	46%
Municipal Services	Personnel Services	1,289,332	318,391	25%
	Services/Supplies	931,896	160,618	17%
	Capital Outlay			
Human Resources	Personnel Services	356,011	90,955	26%
	Services/Supplies	78,871	33,369	42%
Legal	Personnel Services	1,256,687	317,380	25%
	Services/Supplies	56,853	8,526	15%
Planning	Personnel Services	657,218	163,384	25%
	Services/Supplies	57,300	12,568	22%
	Capital Outlay			
Building Maintenance	Personnel Services	368,824	77,636	21%
	Services/Supplies	239,075	64,509	27%
	Capital Outlay	95,000	34,712	37%
Police	Personnel Services	15,896,728	3,970,221	25%
	Services/Supplies	1,768,232	285,109	16%
	Capital Outlay	329,840		
Fire	Personnel Services	10,829,600	3,064,259	28%
	Services/Supplies	692,976	142,745	21%
	Capital Outlay	25,000		
General Government	Services/Supplies	47,180	626	1%
	Capital Outlay		24,614	
Police Grants	Personnel Services	77,961	18,339	24%
	Services/Supplies		18,365	
	Capital Outlay			
CdA Drug Task Force	Services/Supplies	35,000	600	2%
	Capital Outlay			
Streets	Personnel Services	3,220,429	807,764	25%
	Services/Supplies	1,860,134	289,980	16%
	Capital Outlay	90,000	70,552	78%
Parks	Personnel Services	1,919,367	394,293	21%
	Services/Supplies	698,100	94,132	13%
	Capital Outlay			

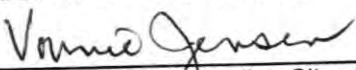
CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
THREE MONTHS ENDED
December 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2021	PERCENT EXPENDED
Recreation	Personnel Services	574,567	144,081	25%
	Services/Supplies	180,850	26,722	15%
	Capital Outlay			
Building Inspection	Personnel Services	964,436	240,192	25%
	Services/Supplies	39,928	3,655	9%
	Capital Outlay			
Total General Fund		<u>46,428,960</u>	<u>11,441,169</u>	<u>25%</u>
Library	Personnel Services	1,388,065	338,171	24%
	Services/Supplies	228,000	52,160	23%
	Capital Outlay	180,000	24,237	13%
CDBG	Personnel Services	72,250	17,670	24%
	Services/Supplies	478,122	97,211	20%
Cemetery	Personnel Services	209,640	49,124	23%
	Services/Supplies	117,400	25,028	21%
	Capital Outlay	87,000	45,977	53%
Impact Fees	Services/Supplies	769,000	(175,000)	-23%
Annexation Fees	Services/Supplies	175,000	175,000	100%
Parks Capital Improvements	Capital Outlay	465,460	67,650	15%
Cemetery Perpetual Care	Services/Supplies	166,500	41,195	25%
Jewett House	Services/Supplies	26,353	1,733	7%
Reforestation	Services/Supplies	6,500		
Street Trees	Services/Supplies	112,000	4,263	4%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	461,300	58,224	13%
		<u>4,944,090</u>	<u>822,642</u>	<u>17%</u>
Debt Service Fund		<u>878,408</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
THREE MONTHS ENDED
December 31, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2021	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay			
Seltice Way Sidewalks	Capital Outlay			
Traffic Calming	Capital Outlay	40,000		
Kathleen Avenue Widening	Capital Outlay	755,000	110,984	15%
US 95 Upgrade	Capital Outlay			
15th Street	Capital Outlay			
LHTAC Pedestrian Safety	Capital Outlay	605,000		
Downtown Signal Imprvmnts	Capital Outlay			
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay			
		<u>1,400,000</u>	<u>110,984</u>	<u>8%</u>
Street Lights	Services/Supplies	658,900	117,949	18%
Water	Personnel Services	2,497,479	540,697	22%
	Services/Supplies	5,095,931	355,835	7%
	Capital Outlay	4,713,500	686,935	15%
Water Capitalization Fees	Services/Supplies	2,650,000		
Wastewater	Personnel Services	3,034,430	691,258	23%
	Services/Supplies	7,949,068	637,311	8%
	Capital Outlay	9,735,000	192,184	2%
	Debt Service	4,194,992	1,346,470	32%
WW Capitalization	Services/Supplies	3,840,853		
WW Property Management	Services/Supplies		20,833	
Sanitation	Services/Supplies	4,562,297	767,141	17%
Public Parking	Services/Supplies	1,718,619	105,826	6%
	Capital Outlay			
Drainage	Personnel Services	229,876	59,799	26%
	Services/Supplies	1,001,862	91,911	9%
	Capital Outlay	890,000	164	0%
Total Enterprise Funds		<u>52,772,807</u>	<u>5,614,311</u>	<u>11%</u>
Kootenai County Solid Waste		2,900,000	523,464	18%
Police Retirement		192,235	47,781	25%
Business Improvement District		176,000		
Homeless Trust Fund		8,000	1,387	17%
Total Fiduciary Funds		<u>3,276,235</u>	<u>572,632</u>	<u>17%</u>
TOTALS:		<u>\$109,700,500</u>	<u>\$18,561,738</u>	<u>17%</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.



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

RECEIVED

DEC 10 2021

CITY CLERK

City of Coeur d Alene
Cash and Investments
12/31/2021

Description	City's Balance
U.S. Bank	
Checking Account	2,634,260
Checking Account	72,772
Checking Account	78,827
Investment Account - Police Retirement	565,617
Investment Account - Cemetery Perpetual Care Fund	1,218,713
Idaho Central Credit Union	
Certificate of Deposit	277,976
Idaho State Investment Pool	
State Investment Pool Account	54,982,524
Spokane Teacher's Credit Union	
Certificate of Deposit	258,302
Numerica Credit Union	
Certificate of Deposit	1,031,531
Cash on Hand	
Treasurer's Change Fund	1,350
Total	<u><u>61,121,872</u></u>

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



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

**CERTIFICATE OF TRANSFER
CEMETERY LOT**

For good and sufficient consideration, receipt of which is hereby acknowledged,
Theresa and Steven Hicks (the "Transferor") does hereby
transfer and convey to City of Coeur d' Alene (the
"Transferee") the following lot(s) in the Forest Cemetery:

Section(s) RIV, Block(s) J,

Niche(s) _____, Lot(s) 625

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

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

DATED this ____ day of _____, 20__.

By _____
Transferor

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he 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: _____

RESOLUTION NO. 22-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING A UTILITY EASEMENT FOR SEWER LINE FROM PRAIRIE POINT, LLC; APPROVING THE FINAL PLAT, A SUBDIVISION IMPROVEMENT AGREEMENT, A LANDSCAPE AGREEMENT, AND SECURITY WITH GREENSTONE-KOOTENAI II, INC., FOR COEUR D'ALENE PLACE 35TH ADDITION; AND APPROVING THE FINAL PLAT, ACCEPTING IMPROVEMENTS, AND APPROVING A MAINTENANCE/WARRANTY AGREEMENT WITH GREENSTONE-KOOTENAI II, INC., FOR COEUR D'ALENE PLACE 34TH ADDITION.

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

- A) Acceptance of a Utility Easement for Sewer Line from Prairie Point, LLC, located west of N. Ramsey Rd. and extending north from the sanitary sewer line in W. Alps Rd.;
- B) Coeur d'Alene Place 35th Addition - approval of Final Plat, Subdivision Improvement Agreement, Landscape Agreement, and Security with Greenstone-Kootenai II, Inc. (S-1-20); and
- C) Coeur d'Alene Place 34th Addition – approval of Final Plat, Acceptance of Improvements, a Maintenance/Warranty Agreement, and Security (S-1-18);

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

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements and take the other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "C" 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 actions, so long as the substantive provisions of the agreements and the other actions remain intact.

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

DATED this 18th day of January, 2022.

James Hammond, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

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

was absent. Motion .

UTILITY EASEMENT FOR SEWER LINE

KNOW ALL MEN BY THESE PRESENTS, that **Prairie Point, LLC**, whose address is **PO Box 949, Hayden, Idaho, 83835**, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE, a municipal corporation, the GRANTEE, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814**, its successors and assigns, an easement, together with the rights of ingress and egress for the improvement, operation and maintenance of the sanitary sewer line and appurtenances, twenty (20) feet in total width, over and through the following described property:

See attached EXHIBIT A and as depicted on EXHIBIT B.

The **GRANTOR** agrees to keep the above-described easement clear of all buildings, structures, deep rooted flora, and other obstructions, not to include the storage of removable items.

The **GRANTOR** further agrees that no other easement shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

The **GRANTOR** agrees that all underground facilities installed by or for the **GRANTEE** shall remain the property of the **GRANTEE**, and removable by the **GRANTEE** at its option.

It is also understood and agreed that the **GRANTOR** shall not increase or decrease the existing ground surface elevations within this easement which exists at the time this document is executed without obtaining prior written consent of the **GRANTEE**.

Should it be necessary for the **GRANTEE** to remove fencing, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the **GRANTEE** shall repair and restore them to their original condition at the expense of the **GRANTEE**.

TO HAVE AND TO HOLD such easement for public purposes so long as the same shall be used, operated, and maintained as such.

EXHIBIT A

SANITARY SEWER EASEMENT

A 20 foot strip of land lying over, under and across a portion of the North Half of Tract 329 of the Plat of Hayden Irrigated Tracts Amended, filed in Book C of Plats at Pages 066-067, Records of Kootenai County, Idaho, lying in the Northeast Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and more particularly described as follows:

Commencing at a 5/8 inch rebar with no cap being the Southwesterly corner of Provence Twenty, filed in Book K of Plats at Page 117, Records of Kootenai County, Idaho, from which the Northwest corner of Lot 4, Block 1 of said plat of Provence Twenty bears North 01°09'20" East 311.13 feet, said point marked by a 5/8 inch rebar with yellow plastic cap marked "PLS 4565"; thence North 01°09'20" East 40.00 feet to the Northerly Right-of-Way of West Alps Street; thence along the Northerly Right-of-Way of said Alps Street North 88°12'08" West 217.65 feet to the **True Point of Beginning**;

thence continuing along said Northerly Right-of-Way, North 88°12'08" West 20.00 feet;

thence leaving said Northerly Right-of-Way, North 01°08'56" East 542.02 feet;

thence South 88°51'04" East, 20.00 feet;

thence South 01°08'56" West 542.24 feet to the **True Point of Beginning**;

containing 10,843 square feet, more or less,

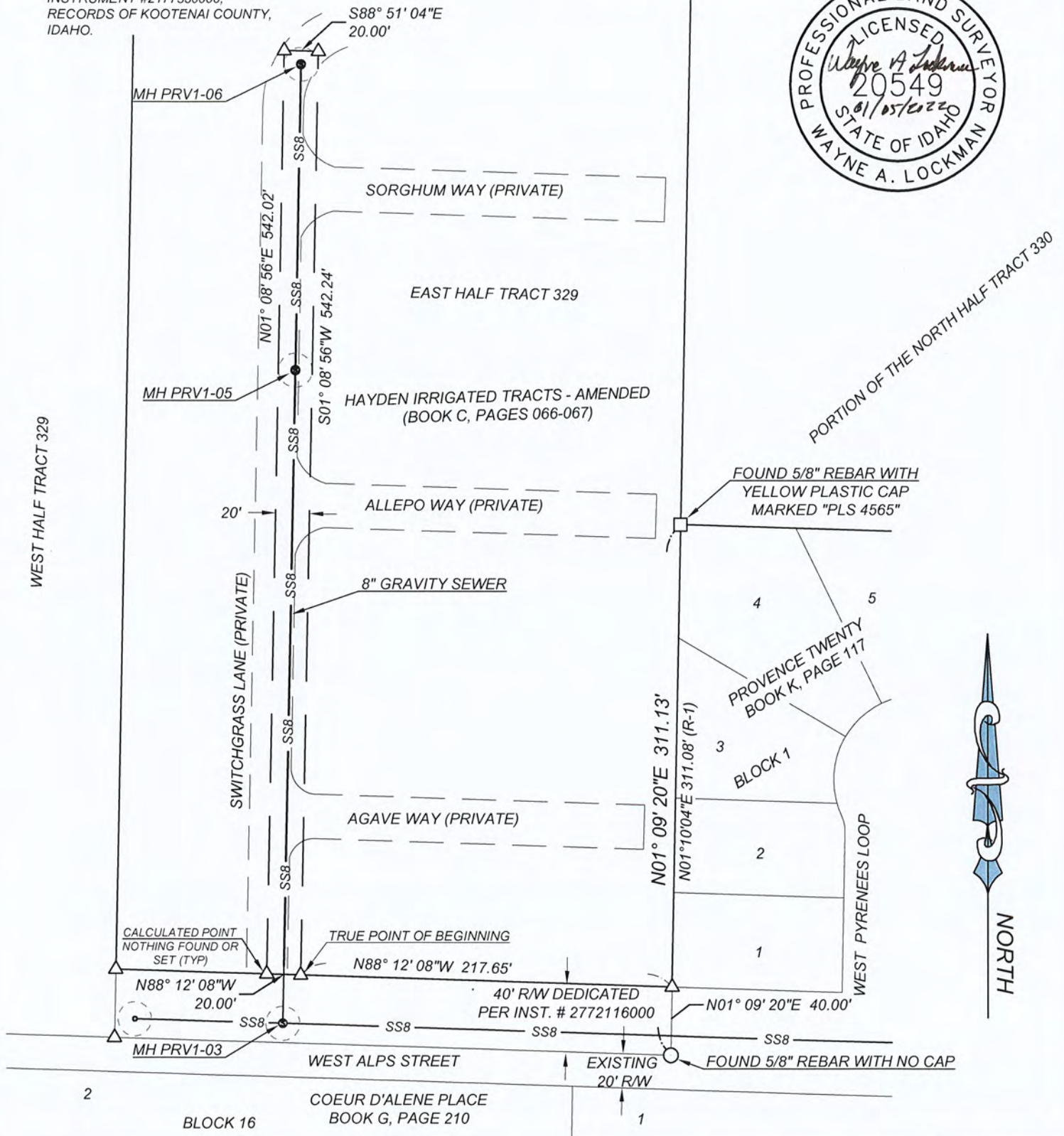
as depicted on **EXHIBIT B**.



EXHIBIT "B"

(R-1) "PROVENCE TWENTY", PREPARED BY TATE ENGINEERING, FILED IN BOOK "K" OF PLATS, PAGE 177, INSTRUMENT #2177350000, RECORDS OF KOOTENAI COUNTY, IDAHO.

SANITARY SEWER EASEMENT



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

Re: Resolution No. 22-003

SANITARY SEWER EASEMENT

SECTION 27, T51N, R4W, B.M.
CITY OF COEUR D'ALENE, IDAHO

DESIGNED BY:	
DRAFTED BY:	MAS
SCALE:	1" = 100'
DATE:	01/05/2022
JOB NO:	19-039.1
FILE:	19-039.1-SSWR ESMT.dwg

CITY COUNCIL STAFF REPORT

DATE: January 18, 2022
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Coeur d'Alene Place 35th Addition: Final Plat, Subdivision Improvement Agreement and Security Approval, and Landscape Work Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a thirty-two (32) lot residential development.
2. Approval of the subdivision improvement agreement and accompanying security.
3. Approval of the landscape work agreement and security.

HISTORY

- a. Applicant: Kevin Schneidmiller, Vice President
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019
- b. Location: South of Wilbur Avenue and West of Ramsey Road.
- c. Previous Action:
 1. Final plat approval, CDA Place – 16th Addition (1994-2008).
 2. Final plat approval, CDA Place 17th – 23rd Addition (2010 – 2014).
 3. Final plat approval, CDA Place 24th – 33rd Addition (2015 – 2020).

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$69,109.00 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development. Additionally, the developer is furnishing security in the amount of \$95,661.00 which covers the outstanding cost of the uninstalled open space items that are required for this development.

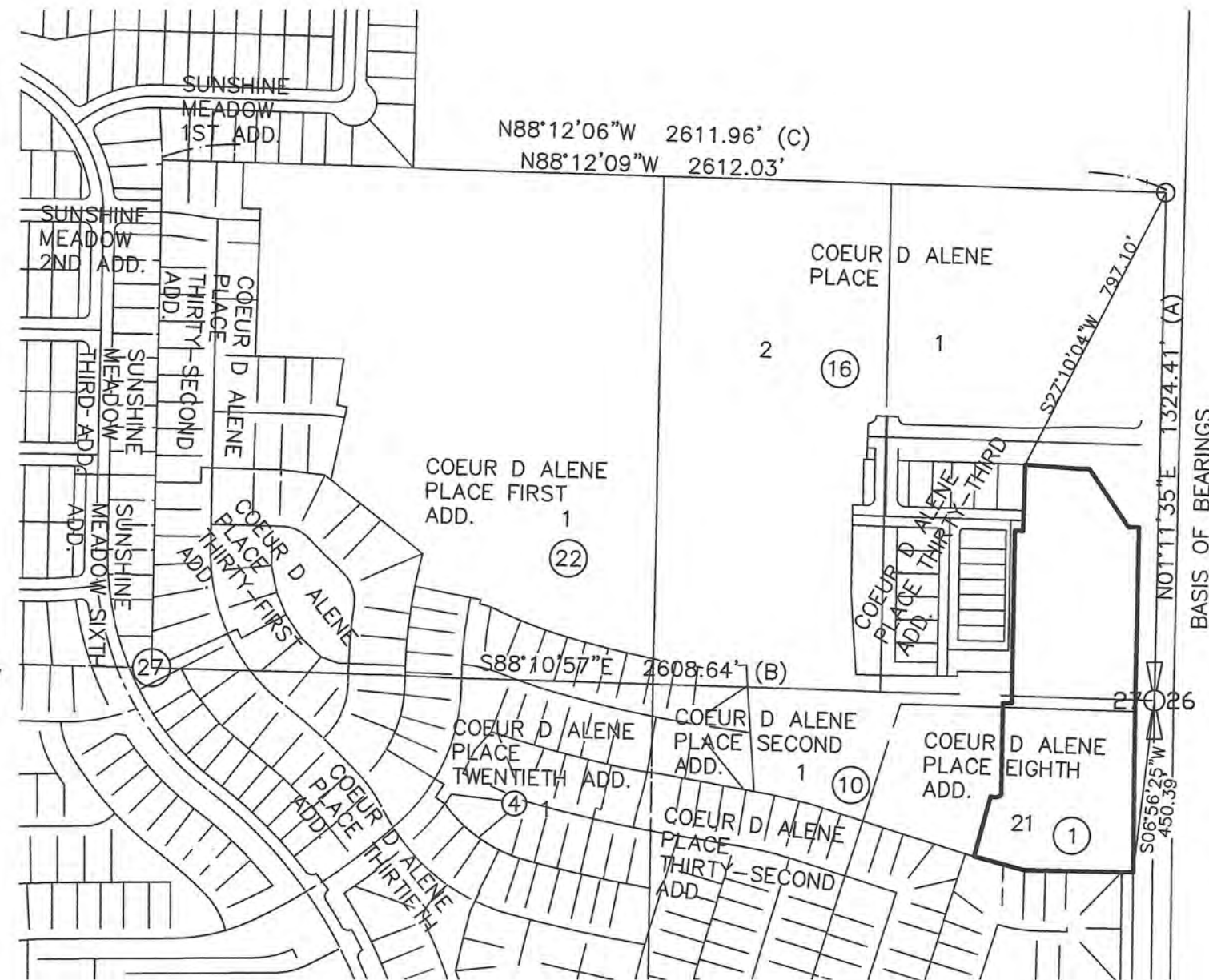
PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (Storm water drainage facilities, signs, concrete sidewalk, and trail system) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by May 15, 2022. Additionally, the developer has completed the necessary landscape agreement and is bonding for the outstanding landscape items (Landscape Street scape). The developer has stated that all open space landscaping installations will be completed by May 15, 2022.

DECISION POINT RECOMMENDATION

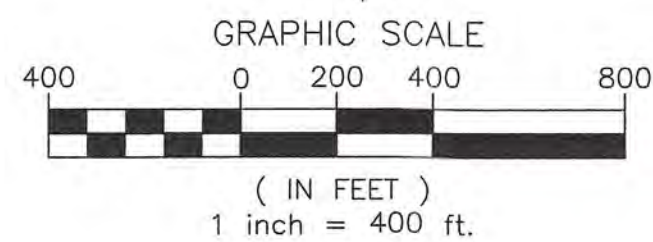
1. Approve the final plat document.
2. Approve the subdivision improvement agreement and accompanying security.
3. Approve the landscape work agreement and accompanying security.

CENTER QUARTER CORNER
FOUND 2 1/4" ALUMINUM CAP IN
CONCRETE PER CP&F NO.
1277149



NORTH 1/16 CORNER
SECTION 27
FOUND 2 1/2" ALUMINUM
CAP IN MONUMENT BOX
PER CP&F NO.
2132224000

EAST QUARTER
CORNER SECTION 27
FOUND 2 1/2" ALUMINUM
CAP IN MONUMENT BOX
PER CP&F NO.
2132225000



SURVEY REFERENCES

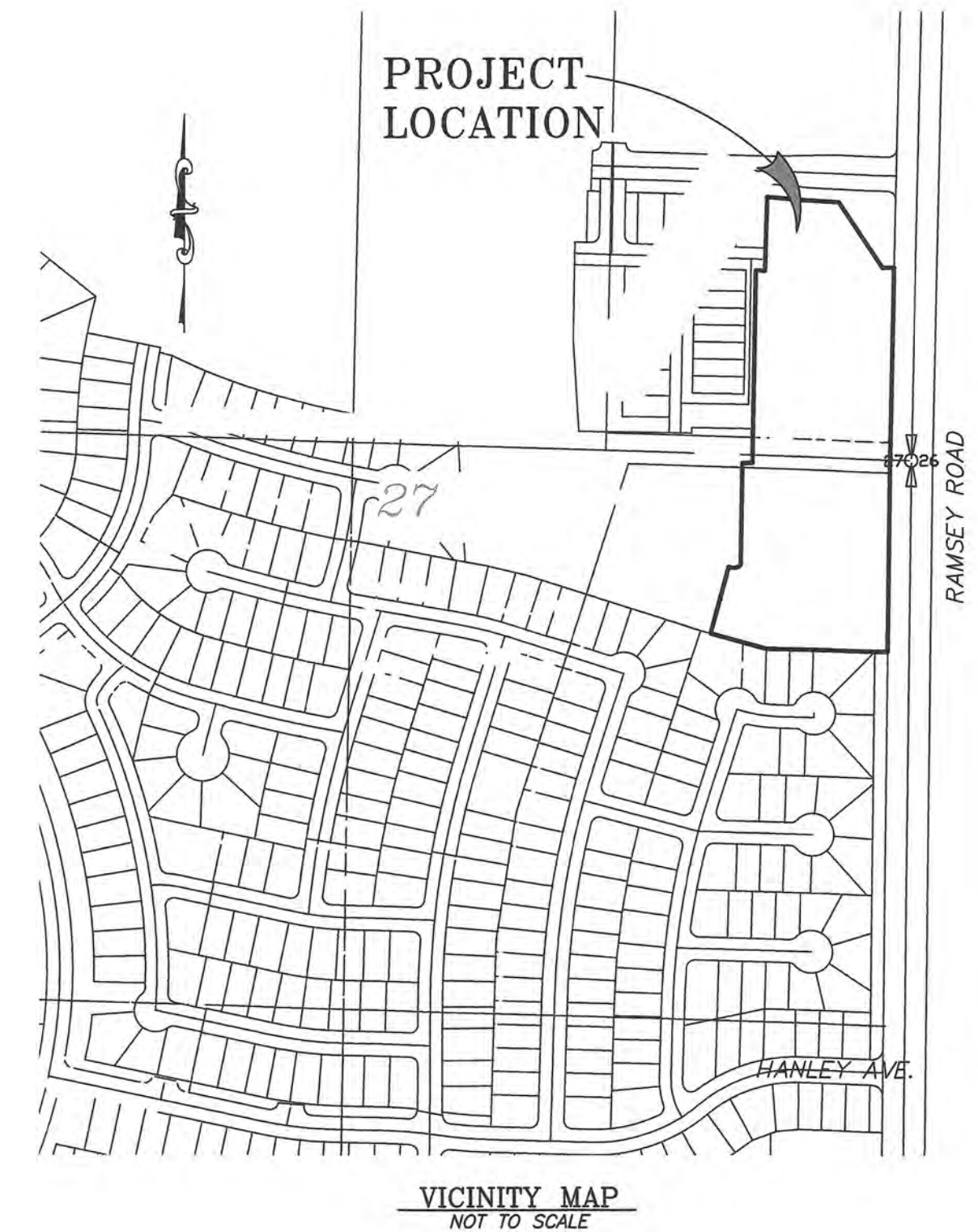
- (A) COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H
(B) COEUR D'ALENE PLACE THIRTIETH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 282 THRU 282B
(C) HONI ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 269 THRU 269A
(D) COEUR D' ALENE PLACE THIRTY-THIRD ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 544 THRU 544B
(E) COEUR D' ALENE PLACE EIGHTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 263 THRU 263A
(F) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340 THRU 340B

SURVEYOR'S NARRATIVE

THIS PLAT IS A RE-PLAT OF A PORTION OF LOT 1 BLOCK 16 OF COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H, A PORTION OF LOT 21, BLOCK 1 OF COEUR D' ALENE PLACE EIGHTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 263 THRU 263A, AND A PORTION OF VACATED WILBUR AVENUE PER ORDINANCE NO. 2776 RECORDED UNDER INSTRUMENT NUMBER 1466837 AND ORDINANCE NO. 3687, RECORDED UNDER INSTRUMENT NUMBER 2841488000.

BASIS OF BEARINGS

THE BEARING OF N01°11'35"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 27, ACCORDING TO COEUR D' ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210-210H WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT. PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES, THE CONVERGENCE ANGLE AT THE SOUTHWEST CORNER OF SECTION 27 IS 00°47'56.60.

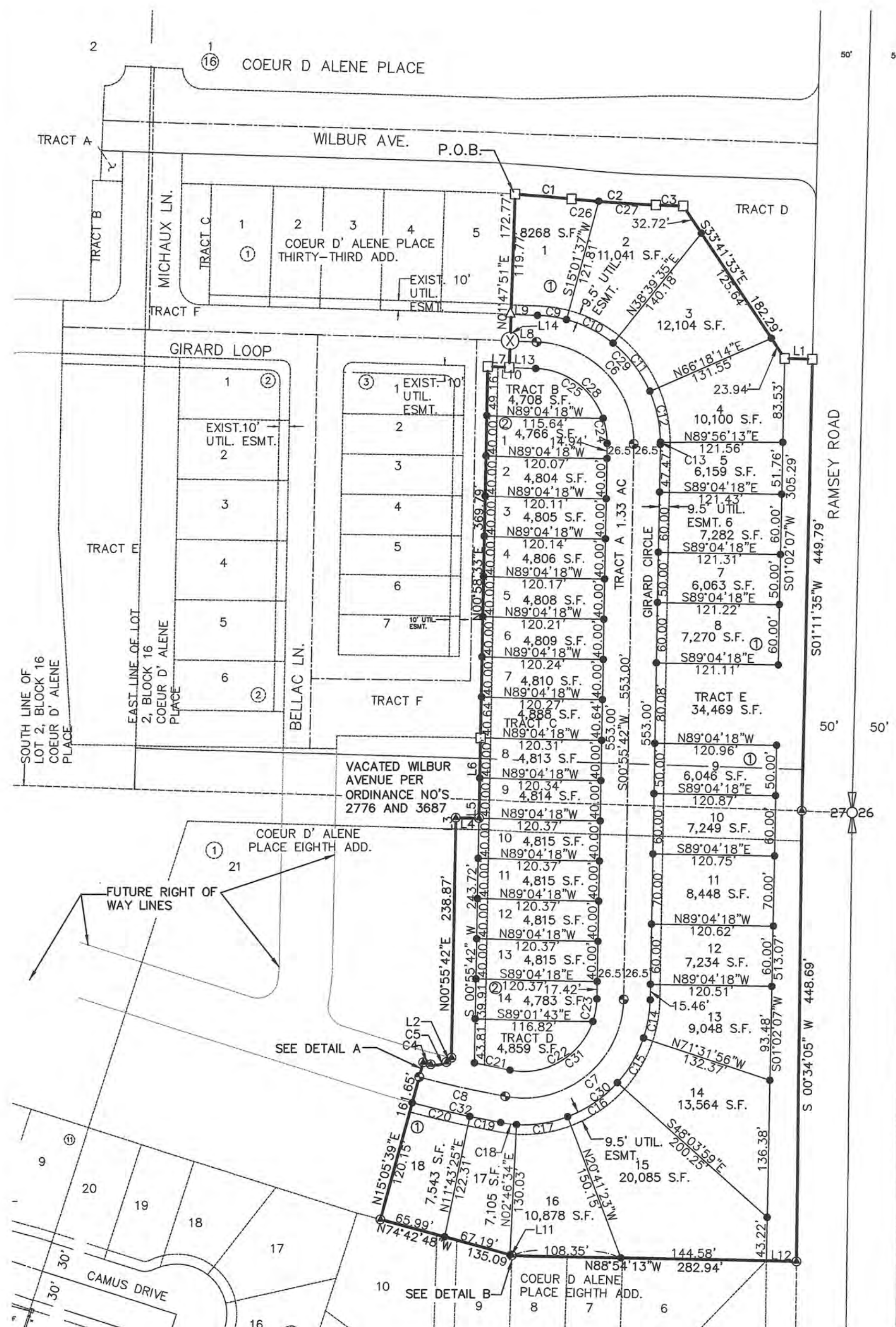


**COEUR D' ALENE PLACE
THIRTY-FIFTH ADDITION**
LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
FAX: (509) 327-7249
E-MAIL: rudy@rfklandsurveying.com

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	21-152
DATE	DATE	SHEET	FIELD BOOK
12/01/21	12/01/21	1 OF 3	



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	958.00'	56.25'	56.25'	S 85°15'52" E	3°21'52"
C2	1339.53'	84.02'	84.01'	S 85°53'32" E	3°35'38"
C3	1519.35'	27.22'	27.22'	S 88°12'09" E	1°01'36"
C4	958.50'	7.72'	7.72'	S 75°08'12" E	0°27'42"
C5	20.00'	16.06'	15.63'	S 81°37'44" W	46°00'27"
C6	100.00'	155.56'	140.34'	S 43°38'13" E	89°07'51"
C7	100.00'	172.81'	152.10'	N 50°26'05" E	99°00'46"
C8	973.50'	87.55'	87.53'	N 77°28'56" W	5°09'11"
C9	126.50'	29.21'	29.14'	N 81°35'16" W	13°13'46"
C10	126.50'	52.18'	51.81'	N 63°09'24" W	23°37'59"
C11	126.50'	61.03'	60.44'	N 37°31'05" W	23°38'39"
C12	126.50'	52.18'	51.81'	N 11°52'46" W	23°37'59"
C13	126.50'	2.19'	2.19'	N 00°25'58" E	0°59'29"
C14	126.50'	38.72'	38.57'	N 09°41'53" E	17°32'21"
C15	126.50'	51.81'	51.45'	N 30°12'02" E	23°27'57"
C16	126.50'	60.44'	59.87'	N 55°37'19" E	27°22'37"
C17	126.50'	51.81'	51.45'	N 81°02'36" E	23°27'57"
C18	126.50'	15.82'	15.81'	S 83°38'29" E	7°09'54"
C19	1000.00'	31.11'	31.10'	S 79°10'04" E	1°46'56"
C20	1000.00'	58.83'	58.82'	S 76°35'28" E	3°22'15"
C21	947.00'	35.92'	35.92'	N 78°58'20" W	21°03'37"
C22	73.50'	104.07'	95.59'	S 59°22'42" W	81°07'32"
C23	73.50'	22.95'	22.85'	S 09°52'19" W	17°53'14"
C24	73.50'	25.57'	25.44'	S 09°02'16" E	19°55'57"
C25	73.50'	88.77'	83.47'	S 53°36'12" E	69°11'54"
C26	1339.53'	27.05'	27.05'	S 84°40'27" E	1°09'26"
C27	1339.53'	56.97'	56.96'	S 86°28'15" E	2°26'12"
C28	73.50'	114.34'	103.15'	S 43°38'13" E	89°07'51"
C29	126.50'	196.79'	177.54'	N 43°38'13" W	89°07'51"
C30	126.50'	218.60'	192.40'	S 50°26'05" W	99°00'46"
C31	73.50'	127.02'	111.79'	S 50°26'05" W	99°00'46"
C32	1000.00'	89.94'	89.91'	N 77°28'56" W	5°09'11"

CITY COUNCIL CERTIFICATE

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

COEUR D'ALENE CITY CLERK

COEUR D'ALENE CITY ENGINEER

HEALTH DISTRICT APPROVAL

A SANITARY RESTRICTION, IN ACCORDANCE WITH IDAHO CODE 50-1326 TO 50-1329, IS IMPOSED ON THIS PLAT. NO BUILDINGS, DWELLINGS, OR SHELTERS SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS 13th DAY OF December, 2021

PANHANDLE HEALTH DISTRICT 1

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON QLPF FROM THE CITY OF COEUR D' ALENE REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES 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.

PANHANDLE HEALTH DISTRICT 1

SURVEYOR'S CERTIFICATE

I, MICHAEL E. MOORE P.L.S. #9717, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. INTERIOR MONUMENTS WILL BE SET 1 YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.

Michael E. Moore 12-06-21
MICHAEL E. MOORE P.L.S. #9717 DATE

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND

HAVE BEEN PAID THROUGH 2021, THIS
11th DAY OF January, 2022

Amey D. Swets, Kootenai County Treasurer
KOOTENAI COUNTY TREASURER Deputy Treasurer

COUNTY SURVEYOR'S CERTIFICATE

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

KOOTENAI COUNTY SURVEYOR

KOOTENAI COUNTY RECORDER

STATE OF IDAHO)
COUNTY OF KOOTENAI)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____, THIS _____ DAY OF _____, 20____.

AT _____ MINUTES PAST _____ O'CLOCK _____ M, AND DULY RECORDED IN BOOK _____, PAGE _____, AS INSTRUMENT NO. _____ FEE _____

KOOTENAI COUNTY RECORDER

OWNER'S CERTIFICATE & DEDICATION

BE IT KNOWN THAT GREENSTONE-KOOTENAI II, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS AND TRACTS AS HEREIN SHOWN AND DOES DESIGNATE THE SAME AS COEUR D'ALENE PLACE THIRTY-FIFTH ADDITION, SAID PROPERTY IS LOCATED IN THE EAST HALF OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO, A PORTION OF LOT 1 BLOCK 16 OF COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H, A PORTION OF LOT 21, BLOCK1 OF COEUR D' ALENE PLACE EIGHTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 263 THRU 263A, AND A PORTION OF VACATED WILBUR AVENUE PER ORDINANCE NO. 2776 RECORDED UNDER INSTRUMENT NUMBER 1466837 AND ORDINANCE NO. 3687, RECORDED UNDER INSTRUMENT NUMBER 2841488000, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 1 AND THE SOUTHERLY LINE OF TRACT D OF COEUR D' ALENE PLACE THIRTY-THIRD ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 544 THRU 544B; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT D THE FOLLOWING (5) FIVE COURSES:

- 1) SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 958.00 FEET AND A CHORD BEARING AND DISTANCE OF S85°15'52"E, 56.25 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°21'52" AN ARC DISTANCE OF 56.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1339.53 FEET AND A CHORD BEARING AND DISTANCE OF S85°53'32"E, 84.01 FEET;
- 2) THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°35'38" AN ARC DISTANCE OF 84.02 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS 1519.35 FEET AND A CHORD BEARING AND DISTANCE OF S88°12'09"E, 27.22 FEET
- 3) THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°01'36" AN ARC DISTANCE OF 27.22 FEET;
- 4) S33°41'33"E A DISTANCE OF 182.29 FEET;
- 5) S88°57'53"E A DISTANCE OF 27.59 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RAMSEY ROAD; THENCE ALONG THE SAID RIGHT OF WAY LINE S01°11'35"W A DISTANCE OF 449.79 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE S00°34'05"W A DISTANCE OF 448.69 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 21 OF SAID COEUR D' ALENE PLACE EIGHTH ADDITION; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 21 THE FOLLOWING (2) TWO COURSES:
 - 1) N88°54'13"W A DISTANCE OF 282.93 FEET;
 - 2) THENCE N74°42'48"W A DISTANCE 135.09 FEET;THENCE LEAVING SAID SOUTHERLY LINE N15°05'39"E A DISTANCE OF 161.65 FEET TO THE BEGINNING OF A NON -TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 958.50 FEET AND A CHORD BEARING AND DISTANCE OF S75°08'12"E, 7.72 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°27'42" AN ARC DISTANCE OF 7.72 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N81°37'44"E, 15.63 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°00'27" AN ARC DISTANCE OF 16.06 FEET; THENCE N48°26'29"E A DISTANCE OF 6.70 FEET; N00°55'42"E A DISTANCE OF 227.71 FEET TO THE NORTH LINE OF SAID LOT 1, BLOCK 21 AND THE SOUTHERLY LINE OF VACATED WILBUR AVENUE (VACATION ORDINANCE NO. 2776); THENCE CONTINUING N00°55'42"E A DISTANCE OF 11.17 FEET; THENCE S89°04'18"E A DISTANCE OF 23.00 FEET; THENCE N00°58'33"E A DISTANCE OF 18.48 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 AND THE SOUTHERLY LINE OF WILBUR AVENUE (VACATION ORDINANCE NO. 3687); THENCE CONTINUING N00°58'33"E A DISTANCE OF 61.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID COEUR D' ALENE PLACE THIRTY-THIRD ADDITION; THENCE ALONG THE EASTERLY LINE OF SAID COEUR D' ALENE PLACE THIRTY-THIRD ADDITION THE FOLLOWING (3) THREE COURSES:
 - 1) N00°58'33"E A DISTANCE OF 369.79 FEET;
 - 2) S88°12'09"E A DISTANCE OF 21.27 FEET;
 - 3) N01°47'51"E A DISTANCE OF 172.77 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD.
CONTAINING 7.800 ACRES MORE OR LESS.

1.) THE CITY OF COEUR D'ALENE WILL PROVIDE WATER AND SANITARY SEWER SERVICE TO THIS DEVELOPMENT.

2.) THE OWNER HEREBY GRANTS TO THE PUBLIC A NINE AND A HALF FOOT (9.5') EASEMENT AND ALL OF TRACTS A, B, C, D AND E AS SHOWN HEREON TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.

3.) TRACTS A, B, C, D AND E IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF ANY PROVISIONS IN THE COVENANTS TO THE CONTRARY WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE. THE OWNERS HEREBY DECLARE THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSE, SUBJECT TO SUCH PURPOSES AS DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE OWNERS ASSOCIATION FROM TIME TO TIME.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREUNTO SUBSCRIBED THIS 13th DAY OF December, 2021.

Kevin Shadish
BY:
GREENSTONE-KOOTENAI II, INC.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF SPOKANE)

ON THIS 13th DAY OF December, 2021 BEFORE ME, Amanda K. Rimpau A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED Kevin Shadish KNOWN OR IDENTIFIED TO ME TO BE SAID OWNER FOR GREENSTONE-KOOTENAI II, INC. THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

Amanda K. Rimpau Coeur d'Alene, ID June 25, 2022
NOTARY PUBLIC FOR THE RESIDING AT MY COMMISSION EXPIRES
STATE OF WASHINGTON

AMANDA K RIMPAU
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 173132
COMMISSION EXPIRES JUNE 25, 2022

COEUR D' ALENE PLACE
THIRTY-FIFTH ADDITION

LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com	DRAWN MEM	APPROVED RFK	SCALE AS NOTED	PROJECT 21-152
	DATE 12/01/21	DATE 12/01/21	SHEET 3 OF 3	FIELD BOOK

AGREEMENT TO PERFORM SUBDIVISION WORK

Coeur d'Alene Place 35th Addition

THIS AGREEMENT made this 18th day of January, 2022 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Coeur d'Alene Place 35th Addition, a thirty-two (32) lot, residential development in Coeur d'Alene, situated in the East ½ of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Storm water drainage facilities, signs, concrete sidewalk, and trail system, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 15th day of May, 2022. Said improvements are more particularly described on the submitted estimate of probable construction costs dated January 7, 2022, attached as Exhibit 'A', and, shown on the civil engineering drawings titled "Coeur d'Alene Place 35th Addition", dated May 12, 2021, stamped and signed by Doug J. Desmond, PE, #10886 of Greenstone Homes & Neighborhoods, whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Sixty-nine Thousand One Hundred Nine and 00/100 Dollars (\$69,109.00) securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

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

City of Coeur d'Alene

Jim Hammond, Mayor

Developer

Kevin Schneidmiller, Vice-President

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Project Name:		Coeur d' Alene Place 35th Addition															
Street Names				Girard Loop Emergency acces													
			length	170													
			width	20													
50 Radius		7850	culdesac														
			area - sq ft	3400													
<u>Expenses</u>																	
			average depth	1													
		taxable	ROW width	54													
9-0110	Grading		rough grade			\$	0.20	0									
			site clear and grub			\$	4.50	0									
			curb grade			\$	2.75	0									
			Rock under curb			\$	2.25	0									
			sidewalk grade	170		\$	3.50	595									
			fine grade	3400		\$	0.30	1,020									
			Mobilization			\$	1,000.00	0									
			finish lot grade			\$	300.00	0					1,615				
9-0130	Sewer		0 6" mainline			\$	26.00	0									
			0 8" mainline	180		\$	45.00	8,100									
			0 10" mainline			\$	40.00	0									
			0 12" mainline			\$	60.00	0									
			0 12" forced main			\$	41.00	0									
			0 6" forced main			\$	32.00	0									
			0 Manholes	1		\$	6,000.00	6,000									
			0 Manholes-Main			\$	300.00	0									
			0 services			\$	770.00	0									
			0 8" cleanout			\$	850.00	0									
			0 service extra work			\$	750.00	0									
			0 sleeving			\$	150.00	0									
			0 Tie in	1		\$	7,500.00	7,500									
			0 boring			\$	-	0					21,600				
9-0150	Paving		2" on 4"			\$	1.25	0									
			2" on 6"	3400		\$	2.00	6,800									
			3" on 6"			\$	2.25	0									
			4" on 8"	1600		\$	4.50	7,200									Ramsey Patch
			Base Rock			\$	-										
			Patching			\$	4.50	0					14,000				

Project Name:		Coeur d' Alene Place 35th Addition									

AGREEMENT TO PERFORM LANDSCAPE WORK

Coeur d'Alene Place 35th Addition

THIS AGREEMENT made this 18th day of January, 2022 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Coeur d'Alene Place 35th Addition, a thirty-two (32) lot, five (5) tract residential development in Coeur d'Alene, located in the East ½ of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following improvements: Open space landscape improvements, as required under Title 17 of the Coeur d'Alene Municipal Code, on or before the 15th day of May, 2022. Said improvements are more particularly described on the submitted estimate dated January 7, 2022 attached as Exhibit 'A', and, shown on the Open Space Plans on file in the City of Coeur d'Alene Planning Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Ninety-five Thousand Six hundred sixty-one and 00/100 Dollars (\$95,661.00) securing the obligation of the Developer to complete the landscape open space improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

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

City of Coeur d'Alene

Developer

Jim Hammond, Mayor


Kevin Schneidmiller, Vice-President

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

	Project Name:	Coeur d' Alene Place 35th Addition	Landscape bond amount	Girard Loop Emergency acces	per unit	cost	TOTAL COST (Includes Allocations)	Notes
	Street Names	length	width	170				
	50 Radius	7850 culdesac	area - sq ft	20				
				3400				
	<u>Expenses</u>							
9-0160	Landscaping-street scape	0 Tract	B	\$	3.25	0		
		0 Tract	C	\$	3.00	13,224		
		0 Tract	D	\$	3.00	14,400		
		0 Tract	E	\$	3.00	21,600		
		0 Tract	F	\$	3.25	0		
		0 Tract	G	\$	0.65	0		
		0 Tract	H	\$	0.65	0		
		0 Tract	I	\$	0.65	0		
		0 Tract	J	\$	0.65	0		
		0 Tract	K	\$	0.65	0		
		0 Clock Timer		\$	2,500.00	0		
		1 park Equipment				0		
		1 Roundabout	Center landscape	\$	1.50	0	63,774	
	CONSTRUCTION COSTS						63,774	
	Performance Bond	150%					\$ 95,661	

RE: Resolution No. 22-003

**CITY COUNCIL
STAFF REPORT**

DATE: January 18, 2022
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Coeur d'Alene Place 34th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, an eighteen (38) lot residential development.
2. Acceptance of the installed public infrastructure improvements.
3. Approval of the Maintenance/Warranty Agreement and Security.

HISTORY

- a. Applicant: Kevin Schneidmiller, Vice-President
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019
- b. Location: East of Moselle Drive and West of Ramsey Road.
- c. Previous Action:
 1. Final plat approval, CDA Place – 16th Addition (1994-2008).
 2. Final plat approval, CDA Place 17th – 23rd Addition (2010 – 2014).
 3. Final plat approval, CDA Place 24th – 33rd Addition (2015 – 2020).

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on January 18, 2023. The amount of the security provided is \$66,975.00.

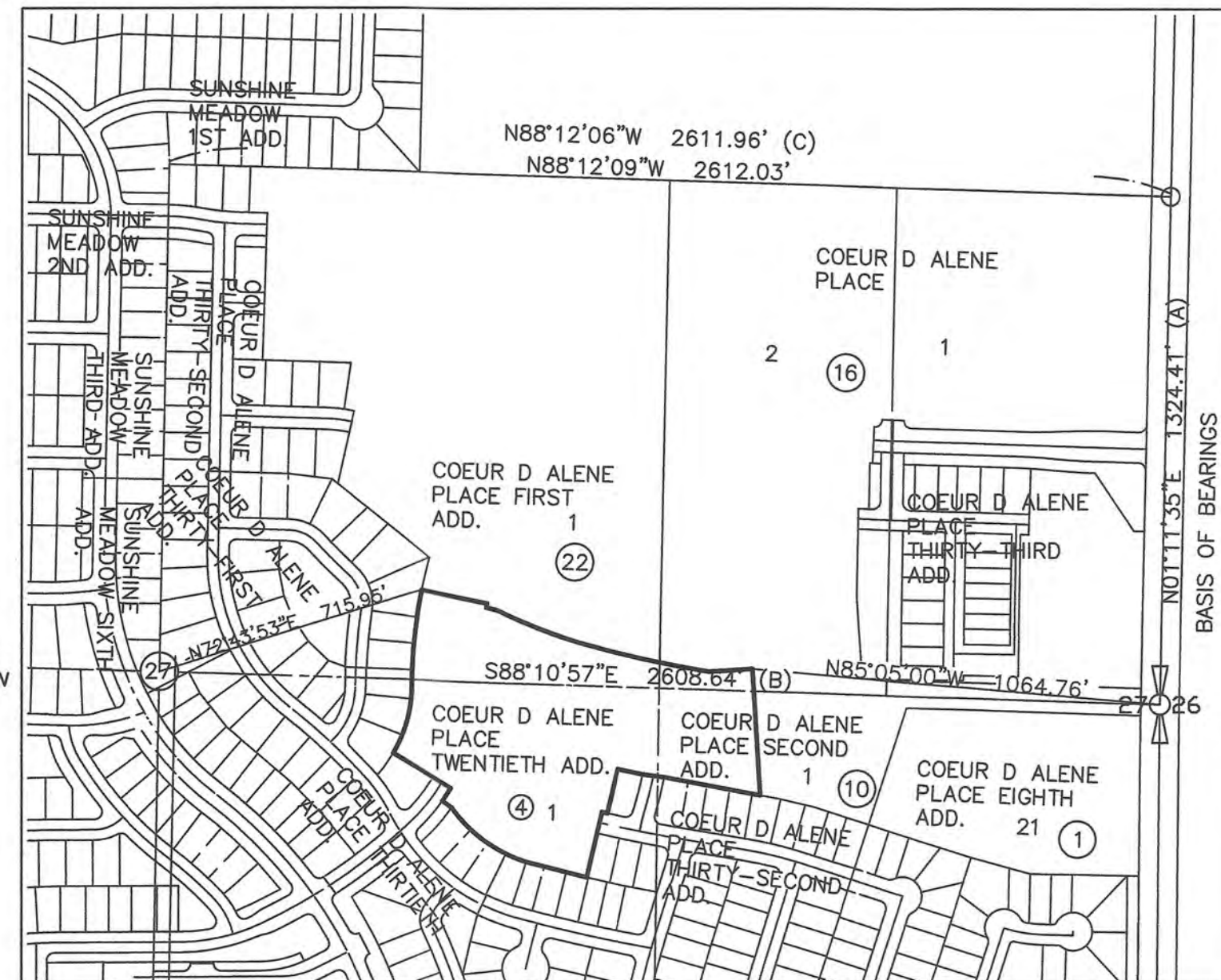
PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on January 18, 2023.

DECISION POINT RECOMMENDATION

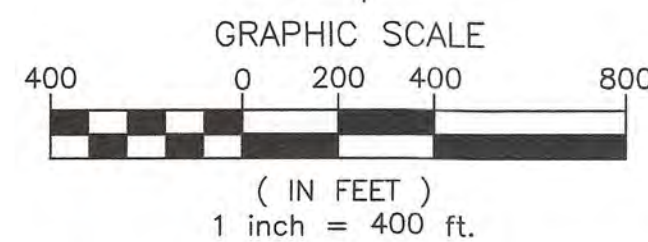
1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying Security.

CENTER QUARTER CORNER
FOUND 2 1/4" ALUMINUM CAP IN
CONCRETE PER CP&F NO.
1277149



NORTH 1/16 CORNER
SECTION 27
FOUND 2 1/2" ALUMINUM
CAP IN MONUMENT BOX
PER CP&F NO.
2132224000

EAST QUARTER
CORNER SECTION 27
FOUND 2 1/2" ALUMINUM
CAP IN MONUMENT BOX
PER CP&F NO.
2132225000



SURVEYOR'S NARRATIVE

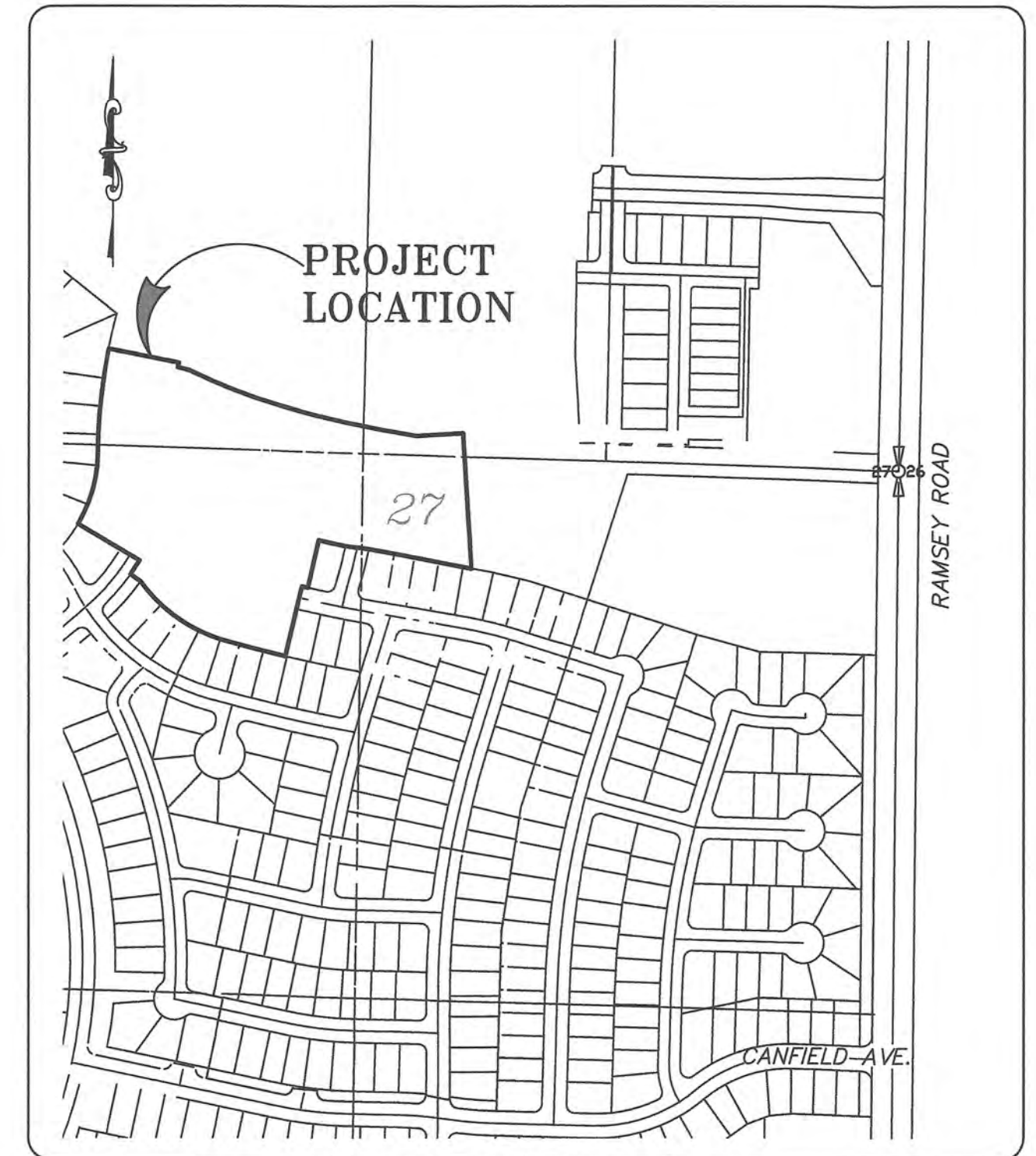
THIS PLAT IS A RE-PLAT OF A PORTION OF LOT 2, BLOCK 16 OF COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H AND A PORTION OF LOT 1, BLOCK 22 OF COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340 THRU 340B, AND A PORTION OF LOT 1, BLOCK 4 OF COEUR D'ALENE PLACE TWENTIETH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 407 THRU 407C, AND A PORTION OF LOT 1, BLOCK 10 OF COEUR D'ALENE PLACE SECOND ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 396 THRU 396C, LOCATED IN THE EAST HALF OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

BASIS OF BEARINGS

THE BEARING OF N01°11'35"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 27, ACCORDING TO COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210-210H WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT. PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES, THE CONVERGENCE ANGLE AT THE SOUTHWEST CORNER OF SECTION 27 IS 00°47'56.60.

SURVEY REFERENCES

- (A) COEUR D'ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H
- (B) COEUR D'ALENE PLACE THIRTIETH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 282 THRU 282B
- (C) HONI ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 269 THRU 269A
- (D) COEUR D'ALENE PLACE SECOND ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 396 THRU 396 C
- (E) COEUR D'ALENE PLACE EIGHTH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 263 THRU 263A
- (F) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340 THRU 340B



VICINITY MAP
NOT TO SCALE

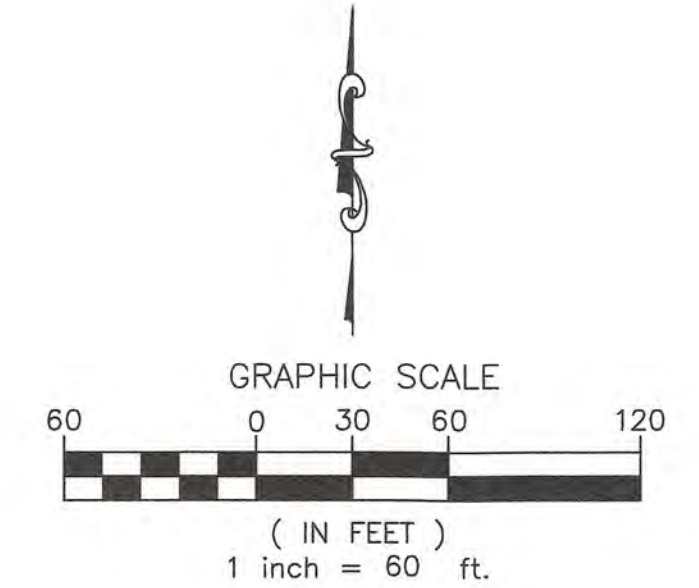


**COEUR D'ALENE PLACE
THIRTY-FOURTH ADDITION**
LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
FAX: (509) 327-7249
E-MAIL: rudy@rfklandsurveying.com

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	21-136
DATE	DATE	SHEET	FIELD BOOK
1/3/22	1/3/22	1 OF 4	



- LEGEND**
- ① SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
 - SET 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
 - ② SET 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - △ FOUND 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" OR LEAD & TAG MARKED "MEM 9717"
 - ⊗ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717"
 - FOUND 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - ③ BLOCK NUMBER
- P.O.B.=POINT OF BEGINNING
- AREA =9.473 ACRES



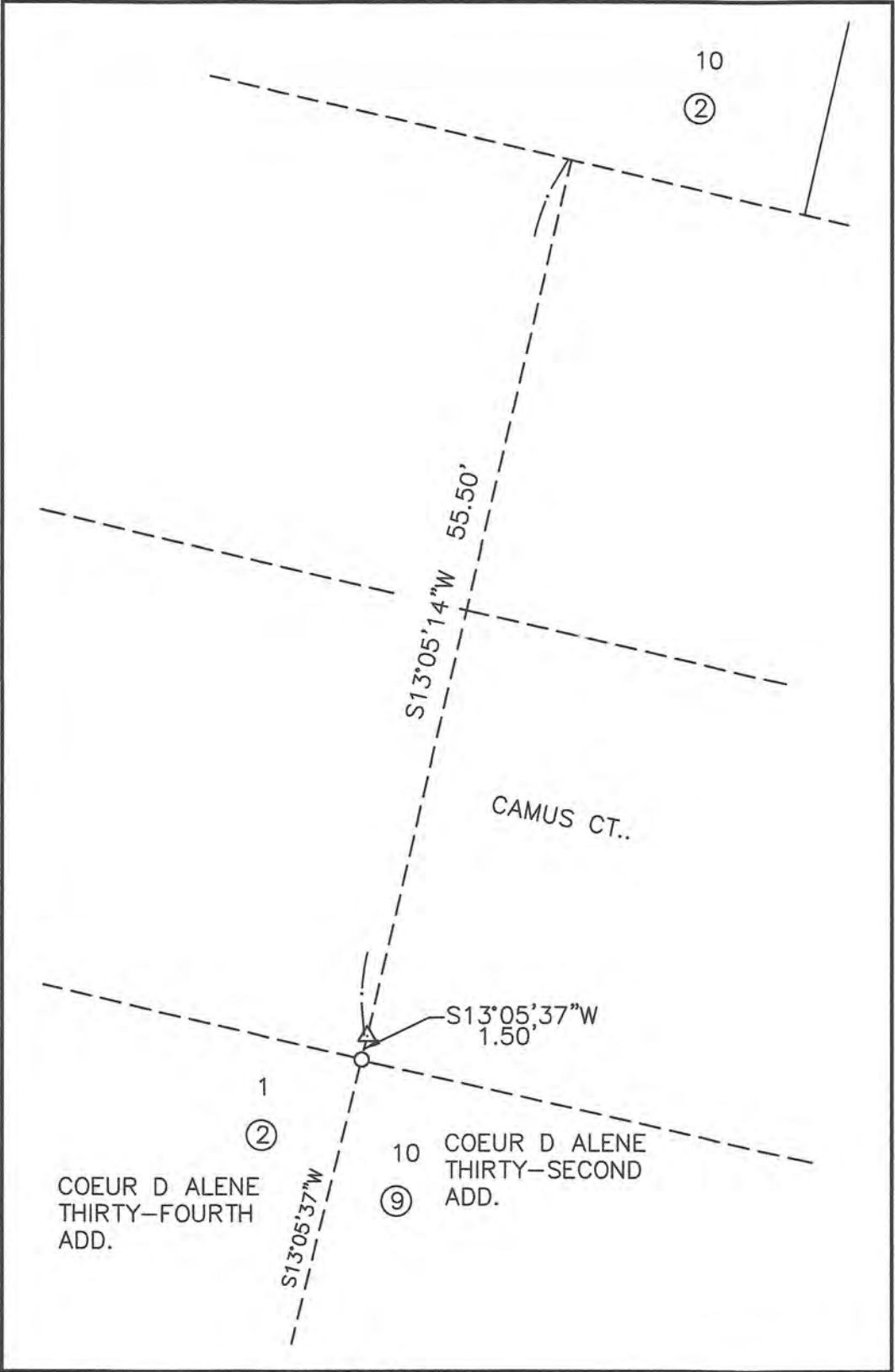
**COEUR D' ALENE PLACE
THIRTY-FOURTH ADDITION**
LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.			
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com	DRAWN MEM	APPROVED RFK	SCALE AS NOTED
	DATE 1/3/22	DATE 1/3/22	PROJECT 21-136
		SHEET 2 OF 4	FIELD BOOK

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3734.30'	149.02'	149.01'	N 75°45'45" W	2°17'11"
C2	380.00'	258.71'	253.74'	N 55°06'55" W	39°00'29"
C3	520.11'	40.53'	40.52'	N 32°49'22" E	4°27'54"
C4	346.11'	182.54'	180.43'	N 15°28'53" E	30°13'04"
C5	1347.00'	210.22'	210.01'	N 06°43'14" E	8°56'31"
C6	1173.00'	11.39'	11.39'	S 10°54'49" W	0°33'22"
C7	1290.95'	229.47'	229.17'	S 68°45'26" E	10°11'05"
C8	2786.91'	346.48'	346.26'	S 77°24'41" E	7°07'24"
C9	3560.50'	14.79'	14.79'	N 77°01'31" W	0°14'17"
C10	1200.00'	226.60'	226.26'	S 05°46'55" W	10°49'10"
C11	1200.00'	175.11'	174.96'	S 07°00'40" W	8°21'40"
C12	1200.00'	51.49'	51.48'	S 01°36'05" W	2°27'30"
C13	493.11'	260.07'	257.06'	S 15°28'53" W	30°13'04"
C14	350.00'	106.93'	106.51'	S 76°30'01" E	17°30'14"
C15	1395.00'	152.83'	152.76'	S 70°53'13" E	6°16'38"
C16	3295.00'	357.13'	356.96'	S 77°07'50" E	6°12'36"
C17	3295.00'	265.37'	265.30'	S 76°19'58" E	4°36'52"
C18	3295.00'	91.76'	91.76'	S 79°26'16" E	1°35'44"
C19	500.00'	56.23'	56.20'	S 09°37'33" W	6°26'38"
C20	1000.00'	88.97'	88.94'	N 08°57'10" E	5°05'52"
C21	1143.00'	131.08'	131.01'	S 07°14'14" W	6°34'14"
C22	1173.00'	114.79'	114.74'	N 07°49'55" E	5°36'25"
C23	20.00'	29.18'	26.66'	N 36°46'22" W	83°36'10"
C24	378.50'	12.53'	12.53'	N 77°37'32" W	1°53'50"
C25	378.50'	54.08'	54.04'	N 72°35'00" W	8°11'12"
C26	378.50'	4.90'	4.90'	N 68°07'09" W	0°44'31"
C27	1366.50'	68.85'	68.84'	N 69°11'30" W	2°53'13"
C28	1366.50'	64.74'	64.74'	N 71°59'33" W	2°42'53"
C29	1366.50'	16.12'	16.12'	N 73°41'15" W	0°40'33"
C30	3266.50'	36.17'	36.17'	N 74°20'34" W	0°38'04"
C31	3266.50'	63.73'	63.73'	N 75°13'08" W	1°07'04"
C32	3266.50'	51.58'	51.58'	S 76°13'49" E	0°54'17"
C33	3266.50'	72.21'	72.21'	N 77°18'57" W	1°16'00"
C34	3266.50'	61.90'	61.90'	N 78°29'31" W	1°05'09"
C35	3266.50'	18.04'	18.04'	N 79°11'35" W	0°18'59"
C36	20.00'	16.26'	15.82'	S 77°21'19" W	46°35'13"
C37	50.00'	37.41'	36.55'	S 75°29'50" W	42°52'16"
C38	50.00'	43.21'	41.88'	N 58°18'36" W	49°30'54"
C39	50.00'	37.04'	36.20'	N 12°19'55" W	42°26'29"
C40	50.00'	37.04'	36.20'	N 30°06'34" E	42°26'29"
C41	50.00'	33.85'	33.21'	N 70°43'26" E	38°47'15"
C42	50.00'	41.51'	40.33'	S 66°05'55" E	47°34'01"
C43	20.00'	45.77'	36.41'	N 72°07'49" E	131°06'33"
C44	1028.50'	86.48'	86.45'	N 08°59'04" E	4°49'03"
C45	971.50'	100.91'	100.86'	S 08°38'28" W	5°57'04"
C46	20.00'	29.14'	26.63'	S 36°04'41" E	83°29'13"
C47	3323.50'	49.58'	49.58'	S 77°23'39" E	0°51'17"
C48	3323.50'	69.58'	69.58'	N 76°22'01" W	1°11'58"
C49	3323.50'	59.64'	59.64'	N 75°15'11" W	1°01'42"
C50	3323.50'	41.39'	41.39'	N 74°22'56" W	0°42'49"
C51	1423.50'	18.11'	18.11'	N 73°39'39" W	0°43'44"
C52	1423.50'	59.17'	59.17'	N 72°06'20" W	2°22'54"
C53	1423.50'	49.31'	49.31'	N 69°55'21" W	1°59'05"
C54	1423.50'	29.36'	29.36'	S 68°20'21" E	1°10'54"
C55	321.50'	44.61'	44.58'	S 71°43'25" E	7°57'02"
C56	20.00'	36.10'	31.39'	N 52°35'43" E	103°24'42"
C57	520.11'	310.14'	305.57'	N 17°58'20" E	34°09'56"
C58	466.11'	63.71'	63.66'	S 26°40'29" W	7°49'52"
C59	466.11'	63.71'	63.66'	S 18°50'37" W	7°49'52"
C60	466.11'	76.47'	76.39'	S 10°13'40" W	9°24'02"

CURVE TABLE					
C61	466.11'	41.94'	41.92'	S 02°57'00" W	5°09'19"
C62	1227.00'	25.04'	25.04'	S 00°57'25" W	1°10'09"
C63	1227.00'	49.20'	49.20'	S 02°41'25" W	2°17'51"
C64	1227.00'	59.04'	59.04'	S 05°13'04" W	2°45'25"
C65	1227.00'	49.20'	49.20'	S 07°44'42" W	2°17'51"
C66	1227.00'	49.21'	49.21'	S 10°02'34" W	2°17'53"
C67	1347.00'	54.02'	54.02'	N 10°02'34" E	2°17'53"
C68	1347.00'	54.01'	54.01'	N 07°44'42" E	2°17'51"
C69	1347.00'	64.82'	64.81'	N 05°13'04" E	2°45'25"
C70	1347.00'	37.37'	37.37'	N 03°02'40" E	1°35'22"
C71	346.11'	31.14'	31.13'	N 02°57'00" E	5°09'19"
C72	346.11'	56.79'	56.72'	N 10°13'40" E	9°24'02"
C73	346.11'	47.31'	47.27'	N 18°50'37" E	7°49'52"
C74	346.11'	47.31'	47.27'	N 26°40'29" E	7°49'52"
C75	1290.95'	86.32'	86.31'	S 65°34'50" E	3°49'52"
C76	1290.95'	69.31'	69.30'	S 69°02'04" E	3°04'34"
C77	1290.95'	59.12'	59.12'	S 71°53'04" E	2°37'27"
C78	1290.95'	14.72'	14.72'	S 73°31'23" E	0°39'12"
C79	2786.91'	34.86'	34.86'	S 74°12'29" E	0°43'00"
C80	2786.91'	61.42'	61.42'	S 75°11'52" E	1°15'46"
C81	2786.91'	49.71'	49.71'	S 76°20'24" E	1°01'19"
C82	2786.91'	69.59'	69.59'	S 77°33'59" E	1°25'50"
C83	2786.91'	59.64'	59.64'	S 78°53'42" E	1°13'34"
C84	2786.91'	58.62'	58.62'	S 80°06'38" E	1°12'18"
C85	2786.91'	12.64'	12.64'	S 80°50'35" E	0°15'36"
C86	3442.00'	10.67'	10.67'	N 77°03'20" W	0°10'39"
C87	3442.00'	60.91'	60.90'	S 76°38'15" E	1°00'50"
C88	3442.00'	72.06'	72.06'	S 76°22'01" E	1°11'58"
C89	3442.00'	60.91'	60.90'	S 75°37'25" E	1°00'50"
C90	3442.00'	61.77'	61.77'	S 75°15'11" E	1°01'42"
C91	3442.00'	58.04'	58.04'	S 74°38'01" E	0°57'58"
C92	3442.00'	62.48'	62.48'	S 74°13'08" E	1°02'24"
C93	3442.00'	125.05'	125.04'	S 73°06'35" E	2°04'54"
C94	3442.00'	64.13'	64.13'	S 73°09'54" E	1°04'03"
C95	3442.00'	53.53'	53.53'	S 72°11'09" E	0°53'28"
C96	3442.00'	19.75'	19.75'	S 71°54'16" E	0°19'43"
C97	3589.00'	189.20'	189.18'	N 75°23'46" W	3°01'14"
C98	3560.50'	63.00'	63.00'	N 76°38'15" W	1°00'50"
C99	3560.50'	63.00'	63.00'	N 75°37'25" W	1°00'50"
C100	3560.50'	26.07'	26.07'	N 74°54'25" W	0°25'10"
C101	20.00'	16.25'	15.81'	N 51°25'19" W	46°33'01"
C102	50.00'	34.53'	33.85'	N 47°55'50" W	39°34'02"
C103	50.00'	37.04'	36.20'	N 88°56'05" W	42°26'29"
C104	50.00'	39.63'	38.61'	S 47°08'06" W	45°25'05"
C105	50.00'	21.91'	21.73'	S 11°52'29" W	25°06'14"
C106	50.00'	34.20'	33.54'	S 20°16'19" E	39°11'21"
C107	50.00'	41.56'	40.37'	S 63°40'43" E	47°37'28"
C108	50.00'	28.75'	28.35'	N 76°02'21" E	32°56'23"
C109	20.00'	15.97'	15.55'	N 82°26'30" E	45°44'40"
C110	3617.50'	20.83'	20.83'	S 74°51'04" E	0°19'48"
C111	3617.50'	59.67'	59.67'	S 75°29'19" E	0°56'42"
C112	3617.50'	59.67'	59.67'	S 76°26'02" E	0°56'42"
C113	3734.30'	61.63'	61.62'	N 76°25'59" W	0°56'44"
C114	3734.30'	61.63'	61.62'	N 75°29'15" W	0°56'44"
C115	3734.30'	25.77'	25.77'	N 74°49'01" W	0°23'43"
C116	380.00'	35.90'	35.89'	N 71°54'47" W	5°24'47"
C117	380.00'	98.77'	98.49'	N 61°45'38" W	14°53'31"
C118	380.00'	124.04'	123.49'	N 44°57'46" W	18°42'11"
C119	550.11'	30.63'	30.63'	S 33°27'35" W	3°11'26"
C120	2786.91'	216.44'	216.39'	S 76°04'29" E	4°26'59"
C121	2786.91'	130.04'	130.03'	S 79°38'11" E	2°40'25"
C122	380.00'	71.48'	71.37'	N 69°13'51" W	10°46'39"
C123	380.00'	187.23'	185.34'	N 49°43'36" W	28°13'50"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 54°56'41" W	30.00'
L2	N 01°18'40" E	44.13'
L3	S 75°03'56" E	30.09'
L4	N 82°24'33" W	57.13'
L5	S 13°05'14" W	55.50'
L6	N 01°18'40" E	16.65'
L7	N 01°18'40" E	27.49'



DETAIL A
SCALE 1"=10'



**COEUR D' ALENE PLACE
THIRTY-FOURTH ADDITION**
LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com	DRAWN	APPROVED	SCALE	PROJECT
	MEM	RFK	AS NOTED	21-136
	DATE	DATE	SHEET	FIELD BOOK
	1/3/22	1/3/22	3 OF 4	

CITY COUNCIL CERTIFICATE

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

COEUR D'ALENE CITY CLERK

COEUR D'ALENE CITY ENGINEER

HEALTH DISTRICT APPROVAL

A SANITARY RESTRICTION, IN ACCORDANCE WITH IDAHO CODE 50-1326 TO 50-1329, IS IMPOSED ON THIS PLAT. NO BUILDINGS, DWELLINGS, OR SHELTERS SHALL BE ERECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS 10 DAY OF Jan, 2022

PANHANDLE HEALTH DISTRICT 1

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON OLPE FROM THE CITY OF COEUR D' ALENE REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES 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.

PANHANDLE HEALTH DISTRICT 1

SURVEYOR'S CERTIFICATE

I, MICHAEL E. MOORE P.L.S. #9717, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. INTERIOR MONUMENTS WILL BE SET 1 YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.

MICHAEL E. MOORE P.L.S. #9717

DATE

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND

HAVE BEEN PAID THROUGH 2021, THIS

11th DAY OF January, 2022

Amey Osueth, Kootenai County Treasurer
KOOTENAI COUNTY TREASURER Deputy Treasurer

COUNTY SURVEYOR'S CERTIFICATE

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

KOOTENAI COUNTY SURVEYOR

KOOTENAI COUNTY RECORDER

STATE OF IDAHO)

COUNTY OF KOOTENAI)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____, THIS _____ DAY OF _____, 20____.

AT _____ MINUTES PAST _____ O'CLOCK _____ M, AND DULY RECORDED IN BOOK _____, PAGE _____, AS INSTRUMENT NO. _____, FEE _____.

KOOTENAI COUNTY RECORDER

OWNER'S CERTIFICATE & DEDICATION

BE IT KNOWN THAT GREENSTONE-KOOTENAI II, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS AND TRACTS AS HEREIN SHOWN AND DOES DESIGNATE THE SAME AS COEUR D'ALENE PLACE THIRTY-FOURTH ADDITION, SAID PROPERTY A PORTION OF LOT 2, BLOCK 16 OF COEUR D ALENE PLACE, RECORDED IN BOOK G OF PLATS, PAGES 210 THRU 210H AND A PORTION OF LOT 1, BLOCK 22 OF COEUR D ALENE PLACE FIRST ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340 THRU 340B, AND A PORTION OF LOT 1, BLOCK 4 OF COEUR D ALENE PLACE TWENTIETH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 407 THRU 407C, AND A PORTION OF LOT 1, BLOCK 10 OF COEUR D ALENE PLACE SECOND ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 396 THRU 396C, LOCATED IN THE EAST HALF OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF COEUR D' ALENE PLACE THIRTIETH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 282 THRU 282B, SAID POINT BEING THE BEGINNING OF NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 346.11 FEET AND A CHORD BEARING AND DISTANCE OF N15°28'53"E, 180.43 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°13'04" AN ARC DISTANCE OF 182.54 FEET; THENCE N01°18'40"E A DISTANCE OF 44.13 FEET TO THE SOUTHEAST CORNER OF LOT 9, BLOCK 3 OF COEUR D' ALENE PLACE THIRTY-FIRST ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 397 THRU 397D, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1347.00 AND A CHORD BEARING AND DISTANCE OF N06°43'14"E, 210.01 FEET; THENCE NORTHERLY ALONG SAID CURVE AND THE EASTERLY LINE OF BLOCK 3 OF SAID COEUR D' ALENE PLACE THIRTY-FIRST ADDITION THROUGH A CENTRAL ANGLE OF 08°56'31" AN ARC DISTANCE OF 210.22 FEET; THENCE S78°48'30"E A DISTANCE OF 174.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1173.00 FEET AND A CHORD BEARING AND DISTANCE OF S10°54'49"W, 11.39 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'22" AN ARC DISTANCE OF 11.39 FEET; THENCE S75°03'56"E A DISTANCE OF 30.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1290.95 FEET AND A CHORD BEARING AND DISTANCE OF S68°45'26"E, 229.17 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°11'05" AN ARC DISTANCE OF 229.47 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE NORTHEAST AND HAVING A RADIUS OF 2786.91 FEET AND A CHORD BEARING AND DISTANCE OF S76°04'29"E, 216.39 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°26'59" AN ARC DISTANCE OF 216.44 FEET TO THE WEST LINE OF LOT 2, BLOCK 16 OF SAID COEUR D ALENE PLACE; THENCE CONTINUING ALONG SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S79°38'11"E, 130.03 FEET THROUGH A CENTRAL ANGLE OF 02°40'25" AN ARC DISTANCE OF 130.04 FEET; THENCE N86°29'51"E A DISTANCE OF 114.27 FEET; THENCE S03°30'09"E A DISTANCE OF 57.99 FEET TO THE NORTH LINE OF LOT 1, BLOCK 10 OF SAID COEUR D ALENE PLACE SECOND ADDITION; THENCE CONTINUING S03°30'09"E A DISTANCE OF 272.10 FEET TO THE NORTH BOUNDARY LINE OF COEUR D' ALENE PLACE THIRTY-SECOND ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 525 THRU 525D; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY LINES THE FOLLOWING (9) NINE COURSES:

- 1) N79°21'48"W A DISTANCE OF 254.13 FEET;
- 2) N82°24'33"W A DISTANCE OF 57.13 FEET;
- 3) N77°42'00"W A DISTANCE OF 66.78 FEET;
- 4) S12°51'21"W A DISTANCE OF 118.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 3560.50 FEET AND A CHORD BEARING AND DISTANCE OF N77°01'31"W, 14.79 FEET;
- 5) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'17" AN ARC DISTANCE OF 14.79 FEET;
- 6) S13°05'14"W A DISTANCE OF 55.50 FEET;
- 7) S13°05'37"W A DISTANCE OF 120.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 3734.30 FEET AND A CHORD BEARING AND DISTANCE OF N75°45'45"W, 149.01 FEET;
- 8) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°17'11" AN ARC DISTANCE OF 149.02 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND RADIUS OF 380.00 FEET AND A CHORD BEARING AND DISTANCE OF N69°13'51"W, 71.37 FEET;
- 9) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°46'39" AN ARC DISTANCE OF 71.48 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 4 OF SAID COEUR D' ALENE PLACE THIRTIETH ADDITION; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID COEUR D' ALENE PLACE THIRTIETH ADDITION THE FOLLOWING (4) FOUR COURSES:
 - 1) CONTINUING ALONG SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N49°43'36"W, 185.34 FEET, THROUGH A CENTRAL ANGLE OF 28°13'50" AN ARC DISTANCE OF 187.23 FEET;
 - 2) N54°56'41"W A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 520.11 FEET AND A CHORD BEARING AND DISTANCE OF N32°49'22"E, 40.52 FEET;
 - 3) THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°27'54" AN ARC DISTANCE OF 40.53 FEET;
 - 4) N59°24'35"W A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD.
CONTAINING 9.473 ACRES MORE OR LESS.

1.) THE CITY OF COEUR D'ALENE WILL PROVIDE WATER AND SANITARY SEWER SERVICE TO THIS DEVELOPMENT.

2.) THE OWNER HEREBY DEDICATES THE STREET RIGHT OF WAY OF MOSELLE DRIVE, BEAU DRIVE, BEAU COURT, CAMUS COURT AND ACADIA DRIVE AS SHOWN HEREON TO THE PUBLIC FOREVER.

3.) THE OWNER HEREBY GRANTS TO THE PUBLIC A NINE AND A HALF FOOT (9.5') AND A TWENTY-ONE FOOT (21') EASEMENT AND ALL OF TRACTS A AND B AS SHOWN HEREON TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF FRANCHISED UTILITIES AS SHOWN HEREON.

4.) TRACTS A, AND B IDENTIFIED HEREON ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED REGARDLESS OF ANY PROVISIONS IN THE COVENANTS TO THE CONTRARY WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE. THE OWNERS HEREBY DECLARE THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE COEUR D'ALENE PLACE MASTER ASSOCIATION INC., FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSE, SUBJECT TO SUCH PURPOSES AS DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE OWNERS ASSOCIATION FROM TIME TO TIME.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREUNTO SUBSCRIBED THIS 10 DAY OF January, 2022

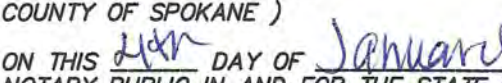
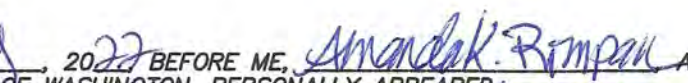
BY: 

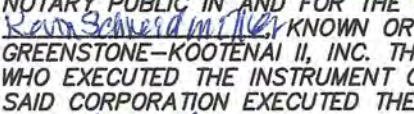
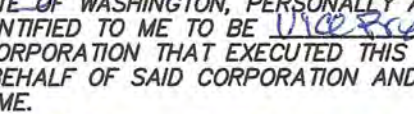
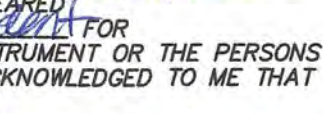
GREENSTONE-KOOTENAI II, INC.

ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF SPOKANE)

ON THIS 10 DAY OF January, 2022 BEFORE ME, Amanda K. Rimpau, Notary Public in and for the State of Washington, personally appeared  known or identified to me to be  for GREENSTONE-KOOTENAI II, INC. THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

 NOTARY PUBLIC FOR THE STATE OF WASHINGTON
 RESIDING AT  MY COMMISSION EXPIRES

AMANDA K RIMPAU
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 173132
COMMISSION EXPIRES JUNE 25, 2022

COEUR D' ALENE PLACE
THIRTY-FOURTH ADDITION

LOCATED IN THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

RFK LAND SURVEYING INC.

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
FAX: (509) 327-7249
E-MAIL: rudy@rfklandsurveying.com

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	21-136
DATE	DATE	SHEET	FIELD BOOK
1/3/22	1/3/22	4 OF 4	

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

Coeur d'Alene Place 34th Addition

THIS AGREEMENT made this 18th day of January, 2022 between Greenstone-Kootenai II, Inc., whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 34th Addition, a thirty-eight (38) lot, residential development in Coeur d'Alene, situated in the E ½ Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Coeur d'Alene Place 34th Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated May 12, 2021, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Sixty-Six Thousand Nine hundred seventy-five and 00/100 Dollars (\$66,975.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 18th day of January, 2023. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty-Five and No/100 Dollars (\$25.00).

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

City of Coeur d'Alene

Jim Hammond, Mayor

Greenstone-Kootenai II, Inc.


Kevin Schneidmiller, Vice-President

ATTEST:

Renata McLeod, City Clerk

EXHIBIT 'A'

Project Name:		Coeur d' Alene Place 34th Addition											
Project Number:													
Total Acres:													
# of Single Family Lots:													
# of Multi Family units:													
Street Names				Moselle Dr.	Camus Ct.	Delano Dr.	Cassel Dr.						
				496	136	552	126						
				33	30	30	30						
50 Radius		7850	culdesac		7850	7850							
			area - sq ft	16368	11930	24410	3780						
Expenses													
9-0120	Storm Drainage	0 Single Depth DW						\$ 2,355.00	0	0			
		0 Double Depth DW		3	2			\$ 3,350.00	16,750	0			
		0 CMP 8"						\$ 16.50	0	0			
		0 CMP 12"		190		596		\$ 42.00	33,012	0			
		0 CMP 18"						\$ 36.00	0	0			
		0 HDPE 24"						\$ 32.00	0	0			
		0 storm manhole						\$ 3,300.00	0	0			
		0 Type I CB						\$ 1,850.00	0	0			
		0 Type II CB		4		5		\$ 2,200.00	19,800	0			
		0 Sidewalk Vaults			1			\$ 850.00	850	0			
		0 208' ponds		2658	1200			\$ 1.20	4,630	0			
		0 Rip Rap						\$ 500.00	0	0			
		0 Splash Pads		1	1			\$ 950.00	1,900	0			
		0 Hydroseed		2658	1200			\$ 0.20	772	0	77,713		
9-0130	Sewer	0 6" mainline						\$ 26.00	0	0			
		0 8" mainline			180	644		\$ 48.00	39,552	0			
		0 10" mainline						\$ 40.00	0	0			
		0 12" mainline						\$ 60.00	0	0			
		0 12" forced main						\$ 41.00	0	0			
		0 6" forced main						\$ 32.00	0	0			
		0 Manholes			1	3		\$ 4,600.00	18,400	0			
		0 Manholes-Main						\$ 300.00	0	0			
		0 services		8	10	20		\$ 885.00	33,630	0			
		0 8" cleanout						\$ 500.00	0	0			
		0 service extra work						\$ 750.00	0	0			
		0 sleeving						\$ 150.00	0	0			
		0 Tie in			1	1		\$ 1,400.00	2,800	0			
		0 boring						\$ -	0	0	94,382		
9-0140	Water	0 6" mainline						\$ 30.00	0	0			
		0 8" mainline			234	657	124	\$ 50.00	50,750	0			
		0 10" mainline						\$ 51.00	0	0			
		0 12" Mainline		490				\$ 73.00	35,770	0			
		0 Fire Hydrants		1	1	1		\$ 6,400.00	19,200	0			
		0 blow offs						\$ 1,600.00	0	0			
		0 Sample station						\$ 3,400.00	0	0			
		0 Services		8	10	18	2	\$ 2,600.00	98,800	0			
		0 irrigation service		1				\$ 15,000.00	15,000	0			
		0 irrigation sleeving	0					\$ 15.00	0	0			
		0 Tie In		1	1	1		\$ 1,600.00	4,800	0	224,320		
9-0150	Paving	2" on 4"						\$ 1.75	0	0			
		2" on 6"			11930	24410	3780	\$ 2.10	84,252	0			
		3" on 6"		16368				\$ 2.40	39,283	0			
		4" on 8"						\$ 2.80	0	0			
		Base Rock						\$ -	0	0			
		Patching						\$ 4.50	0	0	123,535		

Project Name:		Coeur d' Alene Place 34th Addition												
Project Number:														
Total Acres:														
# of Single Family Lots:														
# of Multi Family units:														
Street Names				Koselle Dr.		Camus Ct.		Delano Dr.		Cassel Dr.				
										per unit	cost	tax	TOTAL COST (Includes Allocations)	
9-0151	Curbing	Curb and Gutter	992							\$ 14.00	13,888	0		
		Rolled Curb			561	1307	252			\$ 14.00	29,680	0		
		Type "S" Curb								\$ 8.25	0	0	43,568	
9-0152	Sidewalk width	5 feet	992	561	1307	252				\$ 3.35	52,126	0		
		6 feet								\$ 3.25	0	0		
		ada domes S.F	0							\$ 21.00	0	0		
		Barricades								\$ 900.00	0	0		
		6 ADA Domes	8							\$ 900.00	7,200	0	59,326	
9-0162	Street Trees	0 # of sides	28	8	32	7				\$ 380.00	28,446	0	28,446	
												0		
9-0175	Trail System	0 concrete								\$ 3.50	0	0		
		asphalt	4930							\$ 3.50	17,255	0	17,255	
9-0180	Mailboxes/Street Signs	1												
		0 street signs	1	1	1					\$ 400.00	1,200	0		
											0	0	1,200	
CONSTRUCTION COSTS													669,745	
Warranty Bond		10%											66,975	

RE: Resolution No. 22-003

OTHER BUSINESS



Date: January 18, 2021

To: City Council

From: Melissa Tosi; Human Resources Director

Re: Personnel Rule Amendment – Classification and Compensation Plan

Decision Point: Should the City Council approve an amendment to the City's current Classification and Compensation Plan, specifically the Payroll Coordinator classification.

History: The Payroll Coordinator is currently leveled at a pay grade 12. The recommendation from staff and Ameriben, Human Resource Consulting, is to level the classification at a pay grade 11, based on internal alignment and external market data.

After review of comparables through the Northwest Data Exchange, the *external* data shows the City's current leveling for Payroll Coordinator is approximately 8% above market at the minimum and 6% above market at the maximum. Some of the external comparables also included supervisory duties, the City's Payroll Coordinator does supervisor staff. By changing the leveling of the Payroll Coordinator to a pay grade 11, this would be an 8% difference in wages, and would place the position right within the appropriate market.

Ameriben reviewed the *internal* alignment as well by comparing the classifications at both a pay grade 11 and a pay grade 12. Ameriben recommended the position of Payroll Coordinator be changed to a pay grade 11 because the position internally is more aligned and works closely with the Human Resources Specialist classification. Ameriben also recommended the title of the classification be changed to a Payroll Specialist since the coordination of duties is currently directed by the Comptroller and Human Resources Department.

As a result, due to both the external data and internal alignment, it is recommended to change the Payroll Coordinator classification to a pay grade 11 Payroll Specialist. If approved, this would be effective with the new Payroll Specialist recruitment.

The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before this City Council meeting.

Financial Analysis: The change of leveling from a pay grade 12 to a pay grade 11 is an 8% reduction, which would be reflected at the time of appointment with the new Payroll Specialist.

- Annual base hourly range for Payroll Coordinator (pay grade 12) = \$49,691 - \$69,929 (current)
- Annual base salary range for Payroll Coordinator (pay grade 11) = \$46,030 - \$64,771 (proposed)

Performance Analysis: Authorizing the above noted amendment will provide an updated leveling for the duties and responsibilities needed for the Payroll Coordinator classification.

Recommendation: The City Council should approve the amendment to the City's Classification and Compensation Plan, specifically the Payroll Coordinator classification.



Payroll ~~Coordinator~~ Specialist

Department: Finance

Reports to: ~~Deputy Finance Director~~/Comptroller

Pay Grade: ~~11~~2

Date Established: 1/2017

Date Revised: 1/2022

FLSA Status: Covered

Classification Summary

A Payroll ~~Specialist Coordinator~~ performs ~~specialized~~ paraprofessional accounting work in the ~~preparation and~~ processing of the City's centralized payroll processing system. The job maintains employee time reporting and payroll accounting records in strict accordance with Federal, State, and City laws, rules, and policies. Work is performed under general supervision of the ~~Deputy Finance Director~~/Comptroller and requires the exercise of judgment and considerable attention to detail. The Payroll ~~Specialist Coordinator~~ job requires an Associate's Degree in accounting, finance or a related field; and ~~two~~three years of experience in an automated payroll environment.

Essential Duties and Responsibilities (illustrative only and may vary by assignment)

- Reviews ~~creates~~ deduction information provided by Human Resources and inputs employee voluntary and involuntary payroll deductions into the City's payroll software program (Springbrook);
- Responds to and sets up all employee garnishments, child support and tax levies imposed on an employee's pay;
- Reviews all Personnel Action Forms, generated by Human Resources (i.e. for accuracy new hires, separations, promotions, entries and wagesalary changes, etc.) for accuracy from the Personnel Action Form generated by Human Resources;
- Imports timesheets from external source into the City's automated payroll software;
- Checks for accuracy between employee timesheets and the computer calculated amounts; manually enters employee hours of those departments who do not have electronic timesheets;
- ~~Checks figures for accuracy and makes necessary adjustments;~~
- Pays and disburses accurate paychecks within required deadlines; Creates employee payroll checks and submits file for those employee who authorize direct deposits;
- ~~Prints, sorts and distributes employee payroll checks/statements to employees;~~
- Reconciles, calculates and pays all semi-monthly and monthly payroll liabilities, benefit invoices and pays all related deductions through the Accounts Payable module;
- Imports compensation and contributions into the Public Employee's Retirement Information System of Idaho (PERSI) reporting portal after each payroll period;
- ~~Reconciles payroll registers against all health benefit invoices; health, dental, life and disability invoices; balances; reconciles and pays all deferred compensation plans;~~
- Creates yearly spreadsheets for the City's annual audit of financial records;
- Creates and submits payroll quarterlies and annual federal and state reporting returns, IRS Form 941, State of Idaho, W-2s, 1099Rs, and Affordable Care Act forms;
- Responds to internal and external payroll inquiries; maintains complete confidentiality, within guidelines of all payroll records and reports;
- Collaborates with Human Resources staff in regards to employee needs and issues related to payroll;

- Researches and remains current on federal and state payroll tax law changes, benefits and other applicable laws and regulations affecting payroll;
- ~~Imports compensation and contributions into IRIS and Retirement Information System of Idaho after each payroll period;~~
- Creates daily bank deposits from cash receipting of utility accounts, building permits and all other monies received;
- Pays police retirees monthly through accounts payable and sends out 1099Rs at year end;
- ~~Gather information to report gross payroll to specific payroll classification codes and completes forms for State Insurance Fund;~~
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Secondary Duties and Responsibilities:

- Assists Finance Department Utility Billing function with work orders;
- Backs up Accounts Payable;
- Scans utility payments;
- Performs other duties as assigned.

Classification Requirements:

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

Knowledge of:

- Automated payroll and/or time and attendance system structures and the variables associated with automated payroll processing;
- Payroll procedures and related rules, regulations, and policies;
- Federal and state taxing requirements;
- General accounting principles and practices;
- Federal and State wage and hour laws;
- Spreadsheet software programs (specifically Springbrook and Microsoft Office Suite);
- Public sector, government, or related environment and operations, including general municipal management terminology, codes, acts, and regulations.

Skill and Ability to:

- ~~Establish-Understand various~~ methods, procedures, and internal controls to maintain the payroll system;
- Conduct the analysis and resolution of unexpected delays, anomalies, or miscalculations in the payroll data;
- Understand the principles, laws, and procedures involved in financial record keeping and accounting functions;
- ~~Understand Apply~~ guidelines, labor contracts and regulations to various payroll situations to ensure proper compensation;
- Maintain accurate and detailed payroll records;
- Accurately prepare payroll, tax, benefit, and other required reports;
- Key data into spreadsheets, databases, on-line ledgers and journals quickly and accurately;

- Proficiently operate computers, software programs (Springbrook, Microsoft Word, Excel, PowerPoint, or similar office software) to create documents and other materials, maintain information, and generate reports;
- Use English and speak clearly for understanding;
- Listen carefully to, understand, and effectively communicate through verbal, written, and electronic communication channels;
- Perform duties to supervisor's expectations;
- Follow verbal and written instructions;
- Work independently and exercise initiative, with general guidance and supervision;
- Maintain a professional demeanor at all times;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity and ingenuity in the performance of assigned tasks and solving problems;
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other employees and the public.

Acceptable Experience and Training:

- Associate's Degree in finance, accounting or related field; and
- ~~Three-Two (23)~~ years' of payroll ~~customer service~~ experience; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

Physical Demands & Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, use hands to keyboard or type, handle materials-, or manipulate tools used in performing the essential functions of the classification, and reach with hands and arms. The employee must (occasionally or frequently) lift and/or move up to 25 pounds. Specific vision abilities required by this classification include close vision, distance vision, color vision peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an office setting where the noise level in the work environment is usually moderate.

RESOLUTION NO. 22-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CITY OF COEUR D'ALENE CLASSIFICATION AND COMPENSATION PLAN.

WHEREAS, the need to amend the Classification and Compensation Plan as follows has been deemed necessary by the City Council:

Department	Current Title	Current Pay Grade	Proposed Title	Proposed Pay Grade
Finance	Payroll Coordinator	12	Payroll Specialist	11

and

WHEREAS, said Classification and Compensation Plan amendment has been properly posted ten (10) days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such plan amendment, attached hereto as Exhibit "A," be adopted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Classification and Compensation Plan amendment, attached hereto as Exhibit "A," be and is hereby adopted.

DATED this 18th day of January, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

was absent. Motion .

**CITY COUNCIL
STAFF REPORT**

DATE: January 18, 2022
FROM: Troy Tymesen, City Administrator
SUBJECT: ignite cda Funding Agreements

DECISION POINT: Should Council approve two funding agreements with ignite cda for the Museum of North Idaho Project and for seven Lake District projects for 2022?

HISTORY: ignite cda, the Coeur d’Alene urban renewal agency, provides funding for qualified projects within the urban renewal districts established by Council. The Museum of North Idaho (MNI), an Idaho non-profit corporation, leases City property south of the Coeur d’Alene City Hall and has relocated the historic White House to that property (the “Site”). MNI is in the process of renovating the White House to serve as the new home for the museum. The City has agreed to work with MNI to oversee the design and construction of improvements to the Site, including landscaping, fencing, parking, and utilities, as identified in Exhibit “A” to the proposed Agreement for Financing of Construction. ignite cda has approved a contribution of Seven-hundred Thousand and no/100 dollars (\$700,000.00) for the such improvements, and ignite cda and City staff have worked together to draft an Agreement for Financing Construction.

The Lake District, ignite cda’s original redevelopment district, will close shortly. Accordingly, the City has identified seven projects within the Lake District which can be completed prior to the closure of the District, totaling Five-hundred Sixty-five Thousand and no/100 Dollars (\$565,000.00). These include a shade element and sidewalks in McEuen Park, the Fire Department Boat Garage, fiber conduit to Atlas Park, stair improvement near the CDA Public Library, deck replacement at the Harbor House, and tree wells/irrigation in the Grand Plaza at McEuen Park. ignite cda and City staff have worked together to draft the Funding Agreement for these projects.

ignite cda and City staff have determined that these projects will promote redevelopment that is consistent with the goals of the urban renewal plan.

FINANCIAL ANALYSIS: The majority of the funding for these projects will be provided by ignite cda. The City’s portion of the cost of these projects has been budgeted by the appropriate departments.

PERFORMANCE ANALYSIS: The identified projects will make necessary improvements and/or will constitute valuable additions to existing City property and facilities which will greatly benefit the citizens of Coeur d’Alene and visitors to our community.

DECISION POINT/RECOMMENDATION: Council should approve the Agreement for Financing Construction with respect to the MNI Project and the Funding Agreement for seven projects in the Lake District.

RESOLUTION NO. 22-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING FUNDING AGREEMENTS WITH IGNITE CDA FOR THE MUSEUM OF NORTH IDAHO PROJECT AND FOR SEVEN LAKE DISTRICT PROJECTS FOR 2022.

WHEREAS, the City Administrator of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into funding agreements with ignite cda for the Museum of North Idaho project and for seven Lake District Projects for 2022, pursuant to terms and conditions set forth in said agreements, which agreements are attached hereto as Exhibits "A" and "B" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into funding agreements with ignite cda for the Museum of North Idaho project and for seven Lake District Projects for 2022, in substantially the forms attached hereto as Exhibits "A" and "B" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 18th day of January, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

was absent. Motion .

AGREEMENT FOR FINANCING OF CONSTRUCTION

Museum of North Idaho Project - Coeur d'Alene, Idaho

This Agreement, effective as of the 18th day of January, 2022, is made and entered into between the **Coeur d'Alene Urban Renewal Agency, dba ignite cda**, hereinafter referred to as the "Agency," and the **City of Coeur d'Alene, Idaho**, hereinafter referred to as the "City," relating to the financing and construction of certain public improvements to Museum of North Idaho Lease Property, located in Coeur d'Alene, Idaho, hereinafter referred to as the "Project." The City and the Agency are each referred to herein separately as a "Party" and collectively as the "Parties."

WHEREAS, the Agency is an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended, hereinafter referred to as the "Law," and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended, hereinafter referred to as the "Act;" and

WHEREAS, the City is a municipal corporation duly organized, existing, and operating under the laws and Constitution of the State of Idaho, hereinafter referred to the "State;" and

WHEREAS, the City Council of the City approved the Lake District Redevelopment Plan, hereinafter referred to as the "Plan," in 1997, an Amended and Restated Plan in 2003, the First Amendment to the Plan in 2016, and the Second Amendment to the Plan in 2018; and

WHEREAS, pursuant to the Act, the Law and the Plan, as amended, the Agency is authorized to carry out the purposes and various projects under the Plan, and to enter into and carry out contracts or agreements in connection therewith, including but not limited to, the Project; and

WHEREAS, the Agency has found that the Project will promote redevelopment that is consistent with the goals of the Plan; and

WHEREAS, the City owns or controls certain real property more commonly known as Museum of North Idaho Lease Property, located in Coeur d'Alene, Idaho and leased by the City to the Museum of North Idaho ("MNI") hereinafter referred to as the "Project Site," and intends to work with MNI to oversee the design and construction of certain improvements to the Project Site, as further described in "Exhibit A";

WHEREAS, the Agency has agreed, in accordance with its Plan, and for the benefit of MNI, the City and the Agency, to contribute certain funds of the Agency to the City for the purpose of financing the construction of the Project.

NOW, THEREFORE, it is agreed as follows:

I. Effective Date. The effective date of this Agreement shall be the date when this Agreement has been signed by the City and the Agency, and shall continue until the completion of all obligations of each Party.

II. Financing of Construction of Project. The Agency has agreed to pay up to Seven-Hundred Thousand and No/100 Dollars (\$700,000.00), hereinafter referred to as the “Agency Contribution,” for the costs of construction of the Project, hereinafter referred to as the “Construction Costs,” with said Construction Costs related to Project elements constructed solely within the boundary of the revenue allocation area subject to the Plan, commonly known as the Lake District, provided the City at all times complies with the terms of this Agreement and spends the Agency Contribution in fiscal year 2022. An Agency Board member and/or the Agency’s Executive Director shall be a member of the Project implementation team and the Agency shall approve any and all construction draw requests made of and approved by the City, submitted pursuant to any Construction Agreement entered into by the City in connection with the financing and construction of the Project. This requirement shall be included in all Construction Agreements entered into in connection with the Project, so as to require Agency sign-off as a prerequisite to disbursement of any Agency funds pursuant to such draw request. The Agency shall have the ability, in its sole discretion, to hire a third-party consultant or expert to oversee the construction of the Project, at Agency’s expense. The City agrees to cooperate, or cause its contractor or other party acting on behalf of the City, to reasonably cooperate with such third-party consultant or expert.

III. Payments by the Agency. Provided that the City is in compliance with the terms and conditions of this Agreement, within thirty (30) days of a project draw request of the contractor being submitted to the Agency, which has been signed and approved by the Project’s contract engineer, MNI, the City and the Agency, the Agency will pay directly to the contractor the amount requested under the draw request to the extent the total paid does not exceed the Agency Contribution.

IV. Changes during Construction. All material changes to the Project, including but not limited to material changes to the Final Design, and any change orders submitted during the construction phase of the Project in excess of One Thousand and No/100 Dollars (\$1,000.00) shall be subject to prior written approval by the Agency.

V. Antidiscrimination. The City, for itself and its successors and assigns, agrees that in the construction, design and installation of the Project provided for in this Agreement, the City will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

VI. Insurance. The City shall, or shall cause its general contractor to, at their sole cost, obtain and maintain in force for the duration of this Agreement, or beyond as set forth below, insurance of the following types, with limits not less than those set forth below and in a form acceptable to the Agency, to insure the Agency’s interest in the Project:

- (a) Commercial General Liability Insurance, with a broad form general liability endorsement or equivalent, in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage and in an amount not less than \$2,000,000 each person for personal injury and per occurrence for advertising injury. Such policy shall include contractual liability (including this Agreement), and

independent contractor liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project. The policy shall name the City as the insured and shall be endorsed to name the Agency, including its respective affiliates, officers, directors, and employees as additional insureds.

(b) The City shall ensure that its general contractor, contractors, subcontractors and sub-subcontractors working on the improvements related to the Project have Commercial General Liability Insurance with a broad form general liability endorsement, or equivalent, in an amount not less than \$1,000,000 each occurrence for bodily injury and property damage and in an amount not less than \$1,000,000 each person for personal injury and advertising injury. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. This policy shall be endorsed to name the Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of the Agency, or its assigns.

(c) Worker's Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the state of Idaho, and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. The City shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Worker's Compensation Insurance or otherwise attempt to opt out of the statutory Worker's Compensation system.

(d) Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles, with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name the Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of the Agency, or its assigns.

(e) A builder's risk, "all-risk," or equivalent policy, completed value nonreporting form of fire, extended coverage, vandalism and malicious mischief, which shall include coverage for completion and/or occupancy. Such insurance shall be maintained until final payment to the general contractor or contractor, as applicable, has been made for the work necessary to construct the Project. This insurance shall insure interests of the City, the Agency, the general contractor, contractors, subcontractors and sub-subcontractors. The Project shall be included as "insured property" under such policy. The policy shall be in an amount that is not less than 100% of the replacement cost of the improvements, and name the

Agency, or its assigns, as an additional insured and lender's loss payee, and shall include additional insured endorsements and lender's loss payable endorsements in favor of the Agency, or its assigns.

(f) Insurance against loss or damage to the Project and improvements by fire and any and all risks covered by insurance of the type known, as of the date hereof, as "special form coverage," including but not limited to fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, which shall cover necessary and reasonable expenses for any architectural or engineering expenses required as a result of such insured loss, in an amount not less than one hundred percent (100%) of the full replacement cost of the improvements, as determined from time to time by the Agency, without deduction for depreciation. Any proceeds received hereunder will be used to replace and/or reconstruct the Project.

(g) All insurance policies provided by the City or its general contractor, contractors, subcontractors and sub-subcontractors under this Agreement shall include a waiver of subrogation by the insurers in favor of the Agency, and shall be endorsed to evidence this waiver. The City hereby releases the Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of the City's performance under this Agreement or construction of the Project.

(h) All policies shall be in form and substance acceptable to the Agency. Each policy shall provide by its terms that it cannot be cancelled or materially changed except upon at least thirty (30) days' prior written notice to the Agency. At least thirty (30) days prior to the expiration date of any policy, a renewal policy or binder for or a certificate of such policy shall be delivered by the City to the Agency. Prior to the commencement of any construction of the Project, the City shall provide or cause to be provided to the Agency a copy of each policy required under this Agreement or a certificate of each policy, at the Agency's option, and the City shall provide or cause to be provided a copy of all executed endorsements required under this Agreement. At the Agency's request, the City shall provide, or cause to be provided, a certified copy of each policy required under this Agreement. If any policy requires deductibles, the City shall pay, or cause to be paid, the cost of such deductibles.

(i) All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Key Rating Guide" and qualified to do business in the state of Idaho.

(j) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by the

Agency. The fact that the City has obtained the insurance required in this Section shall in no manner lessen or affect the City's other obligations or liabilities set forth in the Agreement. Anything herein to the contrary notwithstanding, the Agency may permit the City to become self-insured for all or any part of the foregoing requirements if such self-insurance is permitted by, qualifies under and satisfies all applicable requirements of the laws of the State of Idaho and the Agency is named as an additional insured.

VII. Damage and Destruction; Condemnation. In the event that the Project, or any part thereof, is damaged or destroyed, or title to the Project, or any part thereof, is taken by any governmental body other than the City through the exercise of the power of eminent domain, any condemnation award or insurance proceeds payable to or for the account of the City shall be used to rebuild, replace, repair or restore the Project to the extent of such damage, destruction or taking. In the event the City reasonably determines that such rebuilding, replacement, repair or restoration of the Project is impracticable or not feasible, such proceeds shall be used to reimburse the Agency for the Agency Contribution. In the event of a partial taking or partial destruction of the Project, the City shall first apply such condemnation award or insurance proceeds to repair or restore the remainder of the Project to the extent such Project has been destroyed, or to replace the portion of the Project taken in any partial condemnation, and shall apply any amount not so expended to reimburse the Agency for its proportionate share of the costs of the Project components funded with the Agency Contribution subject to such partial taking or partial damage or destruction.

VIII. Use of the Project. The Project shall at all times remain open to and used by the public.

IX. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. Such Party may, prior to expiration of said 45-day period, rectify the particulars specified in said notice of default. In the event the Party does not rectify the default within 45 days of receipt of the notice of default, the non-defaulting Party may do the following:

- (a) The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- (b) The non-defaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.
- (c) In the event the City defaults under this Agreement, the Agency (the non-defaulting Party) shall have the right to seek reimbursement of any funds provided to the City pursuant to this Agreement, plus any additional amount due by the Agency to its lenders due to a determination of taxability caused by the City's

violation of the covenants contained herein to maintain the tax-exempt use of the Project.

X. Indemnification. The City shall indemnify and hold the Agency, and its respective officers, agents, and employees, harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees, which may be imposed upon or incurred by or asserted against the Agency, the City, or their respective officers, agents, and employees relating to the construction, design or installation of the Project. Notwithstanding the foregoing, the City shall have no obligation to indemnify and hold the Agency and its officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the Agency, or its officers, agents, or employees, or from the active negligence or willful act of the Agency resulting in an award of punitive damages against the Agency or the City. In the event an action or proceeding is brought against the Agency, or its officers, agents, and employees, by reason of any such claim, the City, upon written notice from the Agency, shall, at the City's expense, resist or defend such action or proceeding by counsel selected by the City or the City's insurance carrier.

XI. Access to Reports. Each Party agrees to provide all information regarding the Project to the other Party upon reasonable request to the appropriate Authorized Representative as designated under Section XVI.

XII. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained therein.

XIII. No Joint Venture or Partnership. The Agency and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Agency and the City a joint venture or partners.

XIV. Assignment. The rights, obligations and duties of the Agency and the City under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written permission of the other Party.

XV. Notice and Receipt.

(a) Notices. All notices under this Agreement shall be in writing and shall be made by personal service, by United States mail, or by United States express mail, or by other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to City:

Bill Greenwood, Parks & Recreation Director
710 E. Mullan Avenue
Coeur d' Alene, ID 83 814

If to Agency:

ignite cda Executive Director
105 N. 1st Street, Suite 100
Coeur d'Alene, Idaho 83 814

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed effective upon receipt.

(b) Receipt. For the purpose of this Agreement, the term “receipt” shall mean the earlier of any of the following:

- (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) the date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (A) the date of the attempted delivery or refusal to accept delivery;
 - (B) the date of the postmark on the return receipt; or
 - (C) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

XVI. Authorized Representative. The Agency hereby designates Tony Berns, its Executive Director, as its Authorized Representative. The City hereby designates Bill Greenwood, its Parks & Recreation Director, as its Authorized Representative.

XVII. Applicable Law; Venue; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Venue shall be in the District Court of the State of Idaho, in and for the County of Kootenai. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

XVIII. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties.

XIX. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Agency any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City and the Agency.

XX. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

XXI. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute only one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

CITY OF COEUR D'ALENE

COEUR D'ALENE URBAN RENEWAL
AGENCY D/B/A IGNITE CDA

By _____
James Hammond, Mayor

By _____
Tony Berns, Executive Director

ATTEST:

Renata McLeod, City Clerk

EXHIBIT A

Depiction of the Project Site & Proposed Public Improvement Project Elements





06/07/21

Museum of North Idaho
Job Number 20024

PRELIMINARY SITE WORK COST ESTIMATE

SPEC	ITEM	Qty	Unit	Unit Cost	Section Total	Totals	Remarks
DIV 1 - General Requirements							
015639	Tree Protection & Trimming				\$3,000.00	\$3,000.00	
	Tree Protection	15	EA	\$200.00	\$3,000.00		Up to \$500 for larger trees. Up to \$2000 for huge mature
DIV 2 - Existing Conditions							
24116	Site Demolition				\$8,385.00	\$8,385.00	
	Temporary Flatwork Demolition	1100	SF	\$2.25	\$2,475.00		Temporary ADA path to North Entry
	Fence Demolition	200	LF	\$4.55	\$910.00		
	Monument Entry Sign	1	LS	\$5,000.00	\$5,000.00		
DIV 4 - Masonry							
044200	Unit Masonry				\$15,000.00	\$15,000.00	
	Trash Enclosure w/o gate	1	EA	\$15,000.00	\$15,000.00		
DIV 5 - Metals							
057000	Decorative Metals				\$3,500.00	\$3,500.00	
	Dumpster Gates	1	EA	\$3,500.00	\$3,500.00		
DIV 6 - Wood							
061063	Exterior Rough Carpentry				\$5,600.00	\$5,600.00	
	Fences	200	LF	\$28.00	\$5,600.00		
DIV 10 - Specialties							
101426	Post & Panel Sign				\$2,800.00	\$2,800.00	
	Posts and Signs	8	EA	\$350.00	\$2,800.00		
107516	Flag Poles				\$22,500.00	\$22,500.00	
	Flag Poles	3	EA	\$7,500.00	\$22,500.00		
DIV 12 - Furnishings							
129300	Site Furnishings				\$13,000.00	\$13,000.00	
	Benches	4	EA	\$1,200.00	\$4,800.00		
	Trash Receptacle	2	EA	\$1,100.00	\$2,200.00		
	Bike Racks (6 Bikes)	2	EA	\$3,000.00	\$6,000.00		
DIV 31 - Earthwork							
311000	Site Clearing				\$9,210.00	\$9,210.00	
	Tree Removal	30	EA	\$300.00	\$9,000.00		
	Concrete Curb Removal	30	LF	\$7.00	\$210.00		
311000	Erosion Control				\$4,925.00	\$4,925.00	
	Inlet Protection	1	EA	\$325.00	\$325.00		
	Stabilized Entry	1	EA	\$4,000.00	\$4,000.00		
	Silt Fence	150	LF	\$4.00	\$600.00		
312000	Earthwork				\$136,500.00	\$136,500.00	
	Stripping/Grubbing	5,000	CY	\$9.00	\$45,000.00		
	Rough	2,500	SY	\$10.00	\$25,000.00		
	Fine	5,500	SY	\$2.00	\$11,000.00		
	Boulder Retaining Wall	300	LF	\$185.00	\$55,500.00		
DIV 32 - Exterior Improvements							
321216	Asphalt Paving				\$82,250.00	\$82,250.00	
	Standard Section	16,000	SF	\$3.50	\$56,000.00		3" Thick
	Base Course Surfacing	21,000	SF	\$1.25	\$26,250.00		
321313	Concrete Pavement				\$47,475.00	\$47,475.00	
	Standard Slabs	4,500	SF	\$4.50	\$20,250.00		
	Reinforced Slabs	500	SF	\$5.50	\$2,750.00		Dumpster Enclosure Slab
	Curb and Gutter	500	LF	\$20.00	\$10,000.00		
	Curbing	450	LF	\$15.00	\$6,750.00		
	Curb Ramps	5	EA	\$350.00	\$1,750.00		
	Lightpole/SignPost/Hydrant Aprons	10	EA	\$200.00	\$2,000.00		
	Landscape Concrete Edge	500	LF	\$7.50	\$3,750.00		
	Mow Strip at Building	15	LF	\$15.00	\$225.00		

321400	Unit Paving				\$8,800.00	\$8,800.00	
	Turf Grid Paver	400	SF	\$15.00	\$6,000.00		
	Decomposed Granite Path 3'w	800	SF	\$3.50	\$2,800.00		
321713	Parking				\$4,730.00	\$4,730.00	
	Bumpers	4	EA	\$120.00	\$480.00		
	Bollards	5	EA	\$850.00	\$4,250.00		
321723	Pavement Markings				\$270.00	\$270.00	
	Paint Striping	450	LF	\$0.60	\$270.00		
321729	Tactile Warning				\$1,200.00	\$1,200.00	
	Tiles and Mats	4	EA	\$300.00	\$1,200.00		
328400	Planting Irrigation				\$22,100.00	\$22,100.00	
	Irrigation System	26,000	SF	\$0.85	\$22,100.00		
321729	Soil Preparation				\$1,500.00	\$1,500.00	
	Soil Preparation	100	CY	\$15.00	\$1,500.00		
329200	Turf and Grasses				\$9,469.00	\$9,469.00	
	Topsoil Preparation	12,200	SF	\$0.15	\$1,830.00		
	Turf Grass Hydroseed	1,200	SF	\$0.17	\$204.00		
	Turf Grass Sod	5,500	SF	\$0.77	\$4,235.00		
	Prairie Grass Hydroseed	2,800	SF	\$0.25	\$700.00		
	Native Planting Hydroseed	10,000	SF	\$0.25	\$2,500.00		
329300	Plants/Landscape				\$51,625.00	\$51,625.00	
	Conifer Trees	20	EA	\$500.00	\$10,000.00		Assumed 6' height installed
	Deciduous Trees	20	EA	\$500.00	\$10,000.00		Assumed 2" caliper installed
	Shrubs	400	EA	\$55.00	\$22,000.00		Assumed 2 Gal installed
	Bark Mulch	6,000	SF	\$1.00	\$6,000.00		
	Landscape Boulders	25	EA	\$145.00	\$3,625.00		
DIV 33 - Utilities							
334100	Storm Utility Drainage				\$45,700.00	\$45,700.00	
	Piping w/trench and bedding	300	LF	\$40.00	\$12,000.00		6" SDR 35 PVC
	Catch Basins	3	EA	\$2,500.00	\$7,500.00		
	Drywells (Dbl. Depth)	2	EA	\$4,000.00	\$8,000.00		
	Natural Gas Piping/Excavation	230	LF	\$40.00	\$9,200.00		
	Electrical excavation	600	LF	\$15.00	\$9,000.00		
333000	Sanitary Sewer				\$1,000.00	\$1,000.00	
	Sewer Connection to Existing System	1	LS	\$1,000.00	\$1,000.00		
331000	Water				\$2,500.00	\$2,500.00	
	Water Connection to Existing System	1	LS	\$2,500.00	\$2,500.00		
Construction Total - All Divisions						\$503,039.00	
General Conditions		25.0%				\$125,759.75	
Bonding & Insurance		1.5%				\$7,545.59	
Contractor Overhead and Profit		7.0%				\$35,212.73	
Total Estimated Project Bid Cost						\$671,557.07	
Sales Tax (Materials Only)		6.0%				\$15,091.17	
Construction Contingency		5.0%				\$33,577.85	
Total Estimated Project Cost						\$720,226.09	

FUNDING AGREEMENT FY 2022

This Agreement is entered into and effective as of the 18th day of January, 2022, between the **Coeur d'Alene Urban Renewal Agency d/b/a ignite cda** (the "Agency") and the **City of Coeur d'Alene, Idaho** (the "City") relating to the financing and construction of certain public improvements in the Lake District of the Agency, located in Coeur d'Alene, Idaho (the "Projects"). The City and the Agency are each referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Agency is an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Title 50, Chapter 20 of the Idaho Code, as amended (the "Law") and the Local Economic Development Act, Title 50, Chapter 29, as amended (the "Act") as a duly created and existing urban renewal agency for the City; and

WHEREAS, the City is a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho (the "State"); and

WHEREAS, the City Council of the City adopted its Ordinance No. 2842 on December 16, 1997, approving the Lake District Urban Renewal Plan; and

WHEREAS, the City Council of the City adopted its Ordinance No. 3154 on November 18, 2003, approving the Amended and Restated Lake District Urban Renewal Plan; and

WHEREAS, the City Council of the City adopted its Ordinance No. 3337 on August 19, 2008, approving the Second Amended and Restated Lake District Urban Renewal Plan; and

WHEREAS, pursuant to the Act, the Law and Plan, the Agency is authorized to carry out the purposes and various projects under the Plan and to enter into and carry out contracts or agreements in connection therewith, including but not limited to, the Projects; and

WHEREAS, the Agency has found that the Projects will promote redevelopment that is consistent with the goals of the Plan; and

WHEREAS, the City owns or controls certain real property within the boundaries of the Lake District in Coeur d'Alene, Idaho (the "Project Sites"), and intends to complete the improvements described herein; and

WHEREAS, the Agency agreed, in accordance with its Plan, and for the benefit of the City and the Agency, to contribute certain funds of the Agency to the City for the purpose of assisting in the financing of the Projects.

NOW THEREFORE, it is agreed as follows:

I. Effective Date

The effective date of this Agreement shall be the date when this Agreement has been signed by both the City and the Agency, and shall continue until the Projects are complete.

II. Financing of the Projects

The Agency has agreed to contribute sums as follows for the Projects indicated:

McEuen Park: Shade Element in West Pavilion Area or Playground Area	\$ 100,000.00
Fire Department Boat House at 3rd Street	\$ 225,000.00
Seltice Way Conduit to Run Fiber to Atlas Park	\$ 35,000.00
McEuen Park: Sidewalk Repairs	\$ 100,000.00
CDA Library: Stairs Improvements	\$ 50,000.00
McEuen Park: Harbor House Overlook Deck Replacement	\$ 30,000.00
McEuen Park: Grand Plaza Tree Wells & Irrigation	\$ 25,000.00

with said Projects constructed solely within the boundary of the revenue allocation area subject to the Plan, commonly known as the Lake District, and provided the City at all times complies with the terms of this Agreement and spends the Agency Contribution by September 30, 2022. The Agency, through its Executive Director, shall approve any and all construction draw requests made of the City submitted pursuant to any construction agreement entered into by the City in connection with the financing and construction of the Projects. This requirement shall be included in all construction agreements entered into in connection with each Project, so as to require the Agency sign-off as a prerequisite to disbursement of any funds pursuant to such draw request.

III. Payments by the Agency

Provided that the City is in compliance with the terms and conditions of this Agreement, within thirty (30) days of a project draw request of the contractor being submitted to the Agency, which has been signed and approved by the Project's contract engineer, the City and the Agency, the Agency will pay directly to the contractor the amount requested under the draw request to the extent the total paid does not exceed the Agency Contribution.

IV. Changes during Construction

All material changes to the Project, including any changes to design and any change orders submitted during the construction phase of the Project in excess of One Thousand and No/100 Dollars (\$1,000.00) shall be subject to prior written approval by the Agency.

V. Antidiscrimination

The City, for itself and its successors and assigns, agrees that, in the construction, design and installation of the Projects provided for in this Agreement, the City will not discriminate against any employee or applicant for employment because of age, race, disability, color, creed, religion, sex, marital status, ancestry, or national origin.

VI. Insurance

The City shall for itself, or through its general contractor, and at its sole cost, obtain and maintain in force for the duration of this Agreement, or beyond as set forth below, insurance of the following types, with limits not less than those set forth below, and in a form acceptable to the Agency to insure the Agency's interest in each Project:

(a) Commercial General Liability Insurance with a broad form general liability endorsement, or equivalent, with limits of \$500,000 per occurrence for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants. Any third-party policy shall name the City as an insured and shall be endorsed to name the Agency, including its respective affiliates, officers, directors, and employees as additional insureds.

(b) Worker's Compensation coverage is required for all employees, including employees of contractors and subcontractors, during the term of this Agreement as required by Idaho Code §§ 72-101 through 72- 806. Should the City fail to maintain, or require of third-party contractors, such insurance during the entire term hereof, the City shall indemnify the Agency against any loss resulting to the Agency from such failure, either by way of compensation or additional premium liability.

(c) Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$500,000 per occurrence for tort claims and \$3,000,000 for all other claims covered by the City's insurer. A policy of Automobile Liability Insurance procured by a third-party contractor shall be endorsed to name the Agency, including its respective affiliates, directors, and employees, as additional insureds, and shall include additional insured endorsements in favor of the Agency, or its assigns.

(d) A builder's risk, "all-risk" or equivalent policy completed value non-reporting form of fire, extended coverage, vandalism and malicious mischief, and shall include coverage for completion and/or occupancy. Such insurance shall be maintained until final payment to the general contractor or contractor, as applicable, has been made for the work necessary to construct each Project. This insurance shall insure interests of the City, the Agency, the general contractor, contractors, subcontractors and sub-

subcontractors. Each Project shall be included as "insured property" under such policy. The policy shall be in an amount that is not less than 100% of the replacement cost of the improvements, and name the Agency, or its assigns, as an additional insured and lender's loss payee, and shall include additional insured endorsements and lender's loss payable endorsements in favor of the Agency, or its assigns.

(e) Insurance against loss or damage to each Project and improvements by fire and any and all risks covered by insurance of the type known as of the date hereof as "special form coverage," or equivalent, including but not limited to fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for any architectural or engineering expenses required as a result of such insured loss, in an amount not less than one hundred percent (100%) of the full replacement cost of the improvements, as determined from time to time by the Agency, without deduction for depreciation. Any proceeds received hereunder will be used to replace and/or reconstruct the Project.

(f) All insurance policies provided by the City or its general contractor, contractors, subcontractors and sub-subcontractors under this Agreement shall include a waiver of subrogation by the insurers in favor of the Agency, and shall be endorsed to evidence this waiver. The City hereby releases the Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of the City's performance under this Agreement or construction of the Projects.

(g) All policies shall be in form and substance acceptable to the Agency. Each policy shall provide by its terms that it cannot be cancelled or materially changed except upon at least thirty (30) days' prior written notice to the Agency. At least thirty (30) days prior to the expiration date of any policy, a renewal policy or binder for or a certificate of such policy shall be delivered by the City to the Agency. Prior to the commencement of any construction of a Project, the City shall provide the Agency a copy of each policy required under this Agreement or a certificate of each policy, at the Agency's option, and the City shall provide a copy of all executed endorsements required under this Agreement. At the Agency's request, the City shall provide a certified copy of each policy required under this Agreement. If any policy requires deductibles, the City shall pay the cost of such deductibles.

(h) All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Key Rating Guide" and qualified to do business in the State of Idaho.

(i) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by the Agency. The fact that the City has obtained the insurance required in this Section shall in no manner lessen or affect the City's other obligations or liabilities set forth in this.

Anything herein to the contrary notwithstanding, the Agency may permit the City to become self-insured for all or any part of the foregoing requirements if such self-insurance is permitted by, qualifies under, and satisfies all applicable requirements of the laws of the State of Idaho and the Agency is named as an additional insured.

VII. Damage and Destruction; Condemnation

In the event that a Project, or any part thereof, is damaged or destroyed, or title to that Project, or any part thereof, is taken by any governmental body other than the City through the exercise of the power of eminent domain, any condemnation award or insurance proceeds payable to or for the account of the City shall be used to rebuild, replace, repair, or restore the Project to the extent of such damage, destruction or taking. In the event the City reasonably determines that such rebuilding, replacement, repair, or restoration of the Project is impracticable or not feasible, such proceeds shall be used to reimburse the Agency for the Agency's Contribution. In the event of a partial taking or partial destruction of the Project, the City shall first apply such condemnation award or insurance proceeds to repair or restore the remainder of the Project to the extent such Project has been destroyed, or to replace the portion of the Project taken in any partial condemnation, and shall apply any amount not so expended to reimburse the Agency for its proportionate share of the costs of the Project components funded with the Agency's Contribution subject to such partial taking or partial damage or destruction.

VIII. Use of the Projects

The Projects shall at all times remain open to and used by the public, to the extent and to the degree intended, except during times designated for maintenance and repairs.

IX. Default

Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. Such Party may, prior to expiration of said 45-day period, rectify the particulars specified in said notice of default. In the event the Party does not rectify the default within 45 days of receipt of the notice of default, the non-defaulting Party may do the following:

- (a) The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- (b) The non-defaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.
- (c) In the event the City defaults under this Agreement, the Agency (the non-defaulting Party) shall have the right to seek reimbursement of any funds provided to the City pursuant to this Agreement, plus any additional amount due by the Agency to its lenders due to a determination of taxability caused by the City's violation of the covenants contained herein to maintain the tax-exempt use of a Project.

X. Indemnification

The City shall indemnify and hold the Agency, and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this section as “Claim”), which may be imposed upon or incurred by or asserted against the Agency, the City, or their respective officers, agents, and employees relating to the construction, design or installation of a Project. Notwithstanding the foregoing, the City shall have no obligation to indemnify and hold the Agency and its officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the Agency, or its officers, agents, or employees, or from the active negligence or willful act of the Agency resulting in an award of punitive damages against the Agency or the City. In the event an action or proceeding is brought against the Agency, or its officers, agents, and employees by reason of any such claim, the City, upon written notice from the Agency, shall, at the City’s expense, resist or defend such action or proceeding by counsel selected by the City or the City’s insurance carrier.

XI. Access to Reports

All Parties agree to provide all information regarding the Projects to all other Parties upon reasonable request to the appropriate Authorized Representative as designated under Section XVII.

XII. Captions and Headings

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

XIII. No Joint Venture or Partnership

The Agency and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Agency and the City a joint venture or partners.

XIV. Assignment

The rights, obligations and duties of the Agency and the City under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written permission of the other Party.

XV. Notice and Receipt

(a) Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to City: City Clerk
City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

If to Agency: Ignite Cda Executive Director
105 N. 1st Street, Suite 100
Coeur d'Alene, Idaho 83814

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) Receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) the date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (a) the date of the attempted delivery or refusal to accept delivery,
 - (b) the date of the postmark on the return receipt, or
 - (c) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

XVI. Authorized Representative

The Agency hereby designates Tony Berns, its Executive Director, as its Authorized Representative. The City hereby designates Troy Tymesen, City Administrator, as its Authorized Representative.

XVII. Applicable Law/Attorney Fees

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

XVIII. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the Parties.

XIX. Parties in Interest

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Agency any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City and the Agency.

XX. Severability

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

XXI. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

CITY OF COEUR D'ALENE

COEUR D'ALENE URBAN RENEWAL
AGENCY D/B/A IGNITE CDA

By _____
James Hammond, Mayor

By _____
Tony Berns, Executive Director

ATTEST:

Renata McLeod, City Clerk

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

FROM: TAMI STROUD, ASSOCIATE PLANNER
DATE: JANUARY 18, 2022
SUBJECT: ZC-7-21 ZONE CHANGE FROM R-12 TO C-17

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

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

DECISION POINT:

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

- *Planning Commission heard this request for a zone change on December 14, 2021, and recommended approval to City Council in a unanimous vote of 6-0.*

LOCATION MAP:



BACKGROUND INFORMATION:

The 0.367-acre parcel is located off of Cherry Lane and west of Highway 95. North Fruitland Lane is west of the subject property. There is an existing single-family dwelling located on the parcel which is vacant. The applicant/owner also owns the abutting property on the east side of the subject property and would consolidate the two parcels. The applicant/owner has a lease agreement with the existing tenant, Gross Doughnuts. Should the zone change request be approved, the existing tenant will enter into a Long-Term Lease of 15-20 years with Gross Doughnuts. Future plans are to construct a new building, utilizing both properties and replace the existing structure built in 1970. A new structure would accommodate two tenant spaces. Gross Doughnuts will remain and occupy one tenant space and the owner has not yet solicited and/or secured the other tenant. There has been some interest for a yoga and cross-fit studio or a local credit union in the other tenant space.

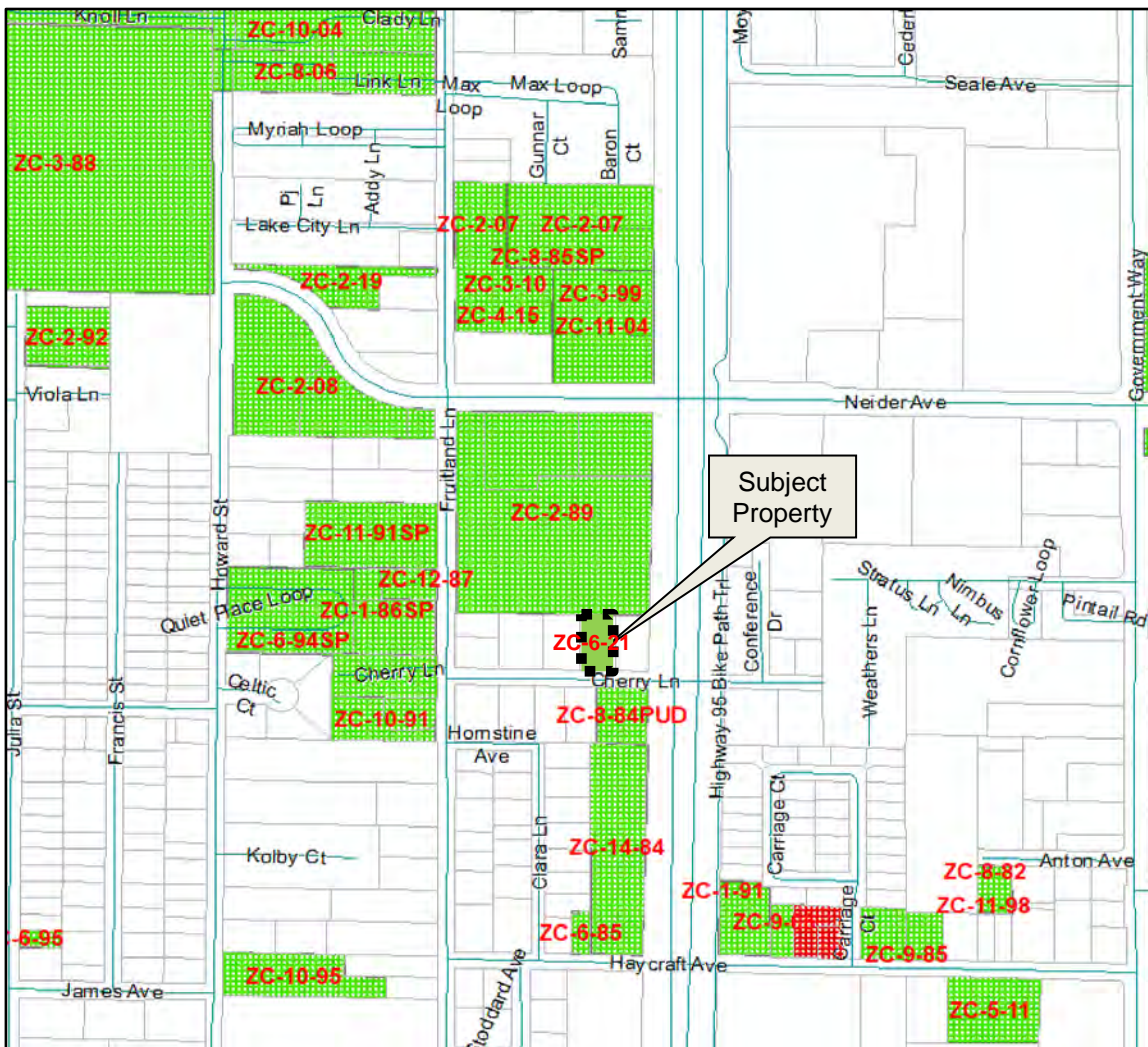
AERIAL PHOTO:**PRIOR LAND USE ACTIONS:**

The subject property is surrounded by previous zone change requests that were all approved. However; a zone change request for the subject property was denied without prejudice by the City Council on September 21, 2021, with guidance to the applicant to talk to the neighbors to address their concerns. As noted on the map on the following page and the list of zone changes below, the changes took place between 1984 and 2021. The majority of the zone changes were from MH-8 to R-17. There were a few to MH-8 to C-17 zone changes. The most recent zone change was from R-12 to C-17 in 2021, which was denied without prejudice by the City Council.

Zone Changes:

ZC-14-84	R-12 to C-17	Approved
ZC-8-84PUD	R-12 to C-17	Approved
ZC-2-89	R-12 to C-17	Approved
ZC-10-91	MH-8 to R-12	Approved
ZC-11-91	MH-8 to R-17	Approved
ZC-2-07	MH-8 to C-17	Approved
ZC-2-08	MH-8 to R-17	Approved
ZC-4-15	R-17 to C-17	Approved
ZC-1-16	MH-8 to R-12	Approved
ZC-2-19	MH-8 to R-17	Approved
ZC-6-21	R-12 to C-17	Denied (without Prejudice)

PRIOR LAND USE ACTIONS:



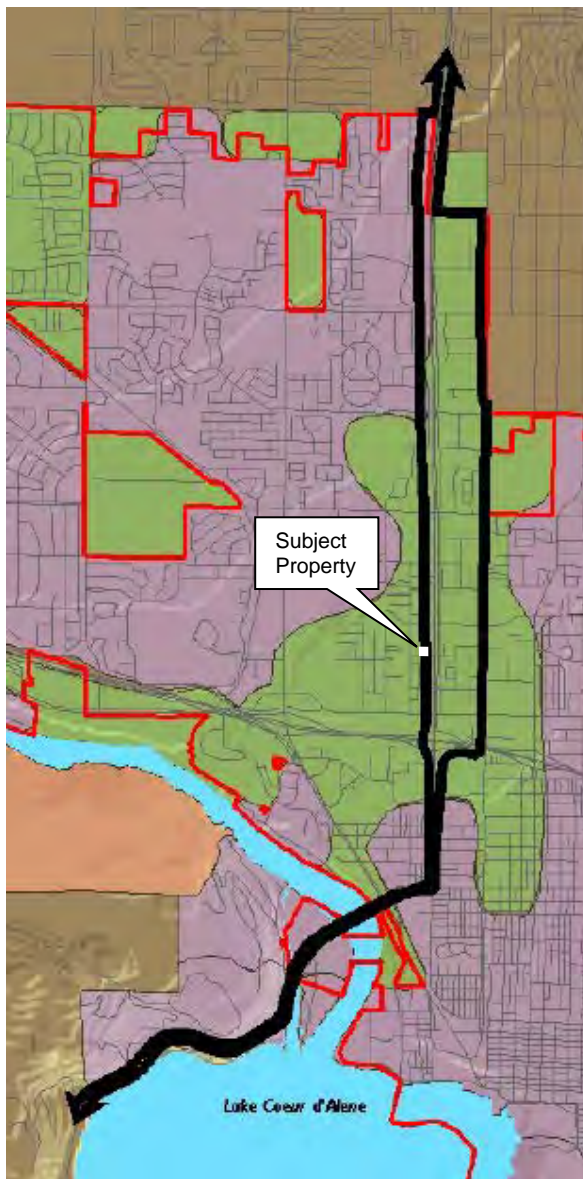
REQUIRED FINDINGS:

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

2007 COMPREHENSIVE PLAN- LAND USE CATEGORY:

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

Land Use: US 95 Corridor:






Transition:

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

Legend

City Land Use Categories

by color:

-  Stable established
-  Transition
-  Urban reserve



US 95 Corridor Today:

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

US 95 Corridor Tomorrow:

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

The characteristics of the US 95 Corridor will be:

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

COMPREHENSIVE PLAN GOALS & OBJECTIVES:***Goal #1: Natural Environment***

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

Objective 1.11**Community Design:**

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

Objective 1.12**Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14**Efficiency:**

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

Objective 1.16**Connectivity:**

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

Goal #2: Economic Environment

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

Objective 2.01

Business Image & Diversity:

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

Objective 2.02

Economic & Workforce Development:

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

Objective 2.05

Pedestrian & Bicycle Environment:

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

Goal #3: Home Environment

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

Objective 3.03

Managed Growth:

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

Objective 3.05

Neighborhoods:

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

Objective 3.06

Neighborhoods:

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

Objective 3.07

Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

Objective 3.16

Capital Improvements:

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

Goal #4: Administrative Environment

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

Objective 4.01

City Services:

Make decisions based on the needs and desires of the citizenry

Objective 4.06

Public Participation:

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

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

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

STORMWATER:

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

- Submitted by Chris Bosley, City Engineering

STREETS:

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

- Submitted by Chris Bosley, City Engineering

WATER:

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

-Submitted by Kyle Marine, Assistant Water Superintendent

SEWER:

The subject property is connected to the public sewer in Cherry Lane. Appropriate sewer cap fees may be due at the time of building permit issuance.

In accordance with the 2013 Sewer master Plan, the City's Wastewater Utility presently has the wastewater system capacity and willingness to serve this Zone Change as proposed.

1. City Wastewater Policy #716; Only one appropriately sized sewer lateral is allowed to serve each legally recognized parcel. "One parcel, one service."
2. Any unused sewer lateral must be capped at Public Sewer main.
3. Wastewater has no issues with this zone change as proposed at this time.

-Submitted by Larry Parsons, Wastewater Utility Project Manager

FIRE:

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

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

The following comments will be addressed during the building permit process:

1. FD Access – vehicle access located at the N.E. corner of the property that adjoins Gross Doughnut property and 410 W. Neider shall stay open. It is 221 feet from W. Cherry Lane to this pass thru. Any dead-end FD access over 150 feet requires an approved turn-around. There is not enough space to place an approved 96-foot cul-de-sac or hammer-head.
2. Minimum FD access width – Maintain the minimum Fire Dept. access width of 20-feet from W. Cherry Lane to the pass thru to 410 W. Neider.

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

POLICE:

There are no concerns with the proposed zone change request.

-Submitted by Lee White, Police Chief

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

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

PHYSICAL CHARACTERISTICS:

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

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



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



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



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



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



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



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



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

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

TRAFFIC:

The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. However, the applicant states that the subject property will be used for a parking lot for two commercial businesses on the property to the east. Gross Donuts will continue to operate on that property and a second commercial lease will be solicited. Depending on the second tenant's commercial use, the property could generate hundreds of trips per day.

However, impacts from the combined 0.75 acres of commercial property are unlikely to exceed those from the Texas Roadhouse restaurant located on a 0.96 acre parcel at Neider Ave and US-95 (a similar comparison).

Without knowing the future of this property or the potential traffic impacts, the Streets & Engineering Department cannot predict the level of traffic generated by this property, but with commercial properties already located nearby and convenient access to and from US-95, traffic impacts are not expected to be extensive.

-Submitted by Chris Bosley, City Engineering

NEIGHBORHOOD CHARACTER:

From 2007 Comprehensive Plan: US 95 Corridor Today:

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

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

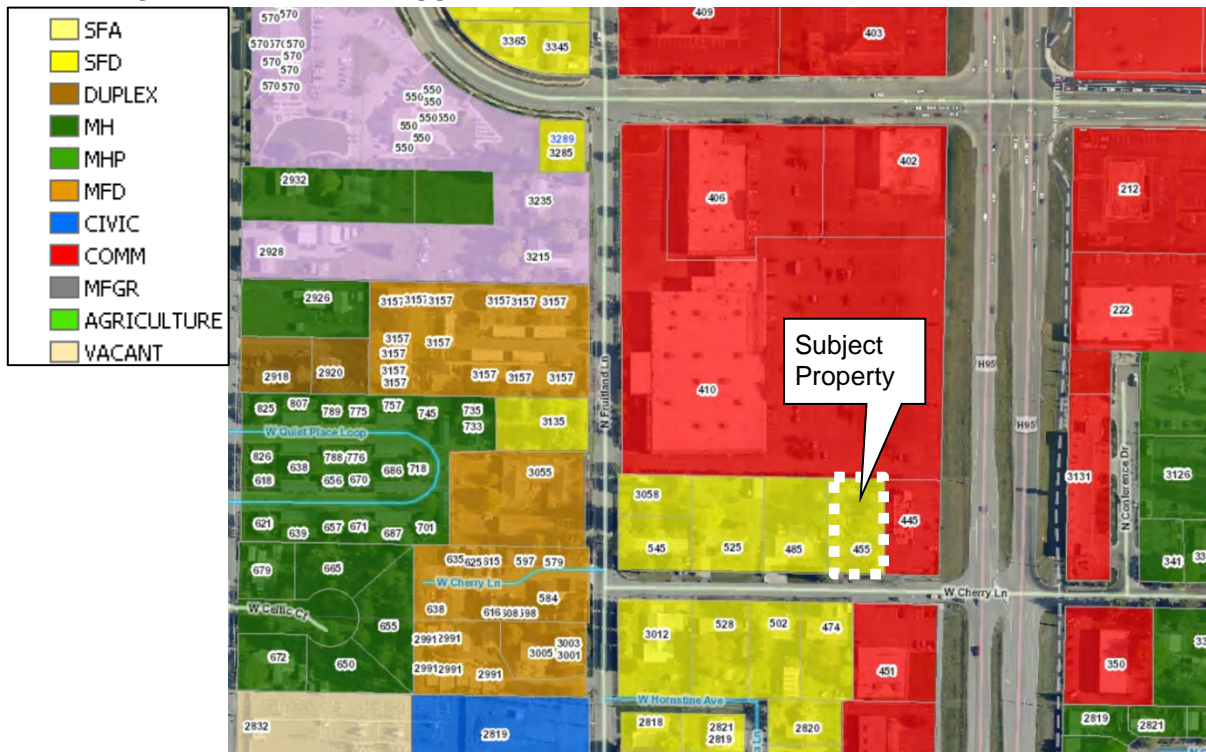
Should the requested zone change be approved, the C-17/C-17L Commercial Design Guidelines require a 10" vegetive buffer/planting strip between the subject property and the abutting property to the west. In addition, the applicant has also agreed to install a fence between the two properties along the side property line.

SURROUNDING LAND USES:

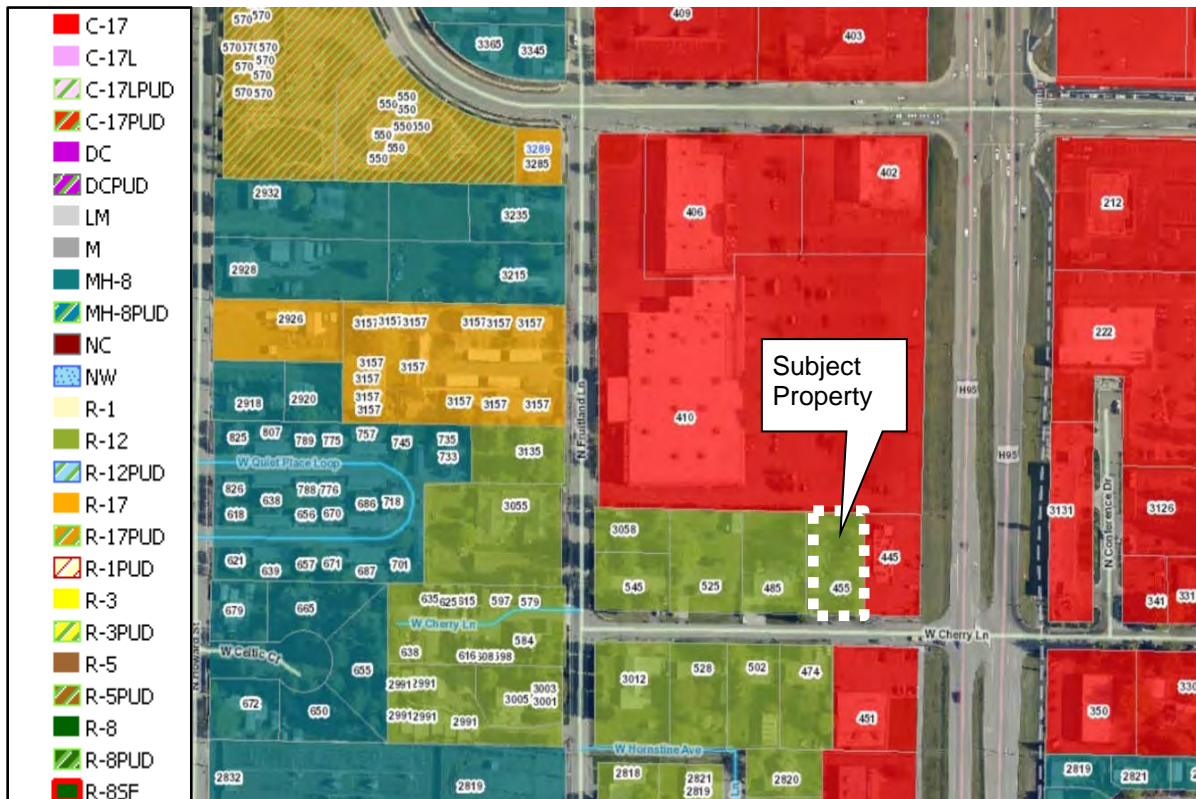
The subject property is located near the commercial corridors of Highway 95, Appleway and Neider Avenue. It is located at 455 N. Cherry Lane just west of Highway 95. Gross Doughnuts abuts the property to the east. A large retail center with commercial uses such as Grocery Outlet, Texas Roadhouse and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

The applicant/owner also owns the property that abuts the east side of the subject property and is the current location of Gross Doughnuts. Should the zone change request be approved, the applicant would like to utilize both properties to rebuild a new structure and complete site improvements on the parcels, replacing the existing structure built in 1970. There is currently a long-term lease agreement with Gross Doughnuts located on abutting property. A new structure would allow for two tenant spaces. Gross Doughnuts would occupy one tenant space and the owner has not yet solicited and/or secured the other tenant. There has been some interest for a yoga and cross-fit studio and/or a local credit union in the other tenant space.

GENERALIZED LAND USE PATTERN:



ZONING MAP:



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

Existing R-12 Zoning District:

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

17.05.180: PERMITTED USES; PRINCIPAL:

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

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

17.05.190: PERMITTED USES; ACCESSORY:

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

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

17.05.200: PERMITTED USES; SPECIAL USE PERMIT:

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

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

17.05.240: SITE PERFORMANCE STANDARDS; MINIMUM YARD:

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

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

17.05.245: NONRESIDENTIAL SITE PERFORMANCE STANDARDS; MINIMUM YARD:

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

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

Proposed C-17 Zoning District:

- A. The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.
- B. This district should be located adjacent to arterials, however, joint access developments are encouraged.
- C. A variance may be granted to partially waive off street parking and/or lot coverage requirements for commercial developments utilizing common parking facilities.
- D. Residential developments in this district are permitted as specified by the R-17 district.
- E. Project review (chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service, and industry uses, except residential uses for four (4) or fewer dwellings. (Ord. 3288 §36, 2007: Ord. 1691 §1(part), 1982)

17.05.500: PERMITTED USES; PRINCIPAL:

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

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

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

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

- Specialty retail sales.
- Veterinary office. (Ord. 3560, 2017)

17.05.510:

PERMITTED USES; ACCESSORY:

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

17.05.520: PERMITTED USES; SPECIAL USE PERMIT:

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

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

17.05.530: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

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

MAXIMUM HEIGHT

17.05.550: SITE PERFORMANCE STANDARDS; MINIMUM LOT:

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

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

17.05.560: SITE PERFORMANCE STANDARDS; MINIMUM YARD:

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

For remaining uses:

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

17.05.565: BASIC DEVELOPMENT STANDARDS; DESIGN GUIDELINES AND DEPARTURES:

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

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

APPLICABLE CODES AND POLICIES:

UTILITIES:

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

STREETS:

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

STORMWATER:

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

PROPOSED CONDITIONS:

None

ORDINANCES & STANDARDS USED FOR EVALUATION:

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

ACTION ALTERNATIVES:

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

Attachment: Applicant's Narrative

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

ZC-7-21

A. INTRODUCTION

This matter having come before the Planning Commission on, December 14, 2021 , and there being present a person requesting approval of ZC-7-21 , a request for a zone change from R-12 to C-17 zoning district

APPLICANT: CDA ENTERPRISES, LLC , Mike Delay

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

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

The Planning Commission adopts Items B1 to B7.

- B1. That the existing land uses are Commercial and Residential
- B2. That the Comprehensive Plan Map designation is US-95 Corridor:
- B3. That the zoning is R-12.
- B4. That the notice of public hearing was published on, November 20, 2021 which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, December 6, 2021 ,which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on December 14, 2021.

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

Goal #1: Natural Environment

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

Objective 1.14 Efficiency:

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

Objective 1.16 Connectivity:

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

Goal #2: Economic Environment

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

Objective 2.01 Business Image & Diversity:

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

Objective 2.02 Economic & Workforce Development:

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

Objective 2.05 Pedestrian & Bicycle Environment:

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

Goal #3: Home Environment

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

Objective 3.03

Managed Growth:

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

Objective 3.05 Neighborhoods:

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

Objective 3.06 Neighborhoods:

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

Objective 3.07 Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

Objective 3.16 Capital Improvements:

Ensure infrastructure and essential services are available for properties in development.

Goal #4: Administrative Environment

Our Comprehensive Plan advocates efficiency and quality management.

Objective 4.01 City Services:

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

Objective 4.06 – Public Participation:

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

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on will serve/can serve from the staff report.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the area is flat with some of the trees to be preserved including a fence and a buffer to accommodate the adjacent neighbors and sidewalks and curbs will be introduced to this site.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because they are working with the agencies.

C. ORDER: CONCLUSION AND DECISION

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

Special conditions applied are as follows:

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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner McCracken	Voted Yes
Commissioner Ward	Voted Yes

Motion to approve carried by a 6 to 0 vote.


CHAIRMAN TOM MESSINA

3. Applicant: CDA Enterprises, LLC
 Location: 455 W. Cherry Lane
 Request: A proposed zone change from R-12 to C-17
 QUASI-JUDICIAL, (ZC-7-21)

Tami Stroud, Associate Planner provided the following statements.

- The 0.367-acre parcel is located off of Cherry Lane and west of Highway 95. North Fruitland Lane is west of the subject property.
- There is an existing single-family dwelling located on the parcel which is vacant. The applicant/owner also owns the abutting property on the east side of the subject property and would consolidate the two parcels.
- The applicant/owner has a lease agreement with the existing tenant, Gross Doughnuts. Should the zone change request be approved, the existing tenant will enter into a Long-Term Lease of 15-20 years with Gross Doughnuts. Future plans are to construct a new building, utilizing both properties and replace the existing structure built in 1970.
- A new structure would accommodate two tenant spaces. Gross Doughnuts will remain and occupy one tenant space and the owner has not yet solicited and/or secured the other tenant. There has been some interest for a yoga and cross-fit studio and/or a local credit union in the other tenant space.
- The City Comprehensive Plan Map designates this area as US-95 Corridor

Ms. Stroud concluded her presentation

Commission Comments:

Public testimony open.

Mike Delay, applicant provided the following statements:

- He stated that he was here before which was approved and went before city council and denied and at their request suggested to talk to the neighbors.
- He stated that he had a meeting with the neighbors with a discussion on providing a fence which we will comply.
- He explained that the sidewalk will be extended to join the property which was a request by the neighbors.
- He explained that the Commercial Power Tools on the property their driveway to provide a curb cut at the Auto Parts store which will be a win/win for everyone.
- He stated the owner of Gross Doughnuts wants a new building and will accommodate their request.

The applicant concluded his presentation.

Commission Comments:

Commissioner Ingalls commented after reading the staff report remembered that we had already heard this request a few months ago and at that hearing nobody from the neighborhood was there to testify and inquired in the past have we added conditions to a zone change. Ms. Anderson explained that we do have a conditional zoning provision in the code but only used it once which is rare. Commissioner Ingalls suggested that the neighbors maybe come to the council meeting and reenforce that they approve of the project. Mr. Delay concurs and commented that this area has had a number of zone changes.

Commissioner Ward inquired about the driveway. Mr. Delay explained that it's not a change but if the code will permit us to align them, we will do that which would set the driveway back for traffic flow.

Commissioner Luttropp commented that it's always good practice to talk with your neighbors if you have an issue and express your views.

Sabrina Carlisle stated that they recently attended the council meeting when this request was denied and October 26th, she and other residents met with Mr. Delay and Mr. Gross to express their concerns about the rezone. She added after they addressed those concerns about traffic, noise control and demolition of a perfectly good home Mr. Delay confirmed that 6' foot fence would be but up next to the home. She added that Mr. Delay stated that he would donate any items in the house that was needed to be demolished as soon as the resident leaves. She commented that after our discussions with Mr. Delay and Mr. Gross and showing concerns for our neighborhood will support this request. Chairman Messina suggested if this goes forward to council to please come and read that statement.

Public testimony closed.

Motion by Fleming, seconded by McCracken, to approve Item ZC-7-21. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Mandel	Voted	Aye
Commissioner McCracken	Voted	Aye
Commissioner Luttropp	Voted	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 6 to 0 vote.

City Council Meeting



January 18, 2022

ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

APPLICANT/CONSULTANT:

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

REQUEST:

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



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

LOCATION:

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

LEGAL NOTICE:

Published in the CDA Press on December 17, 2021



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Location Map



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Aerial Photo



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

**Aerial Photo
Showing Nearby
Services**



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B8:

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

Finding #B9:

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

Finding #B10:

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

Finding #B11:

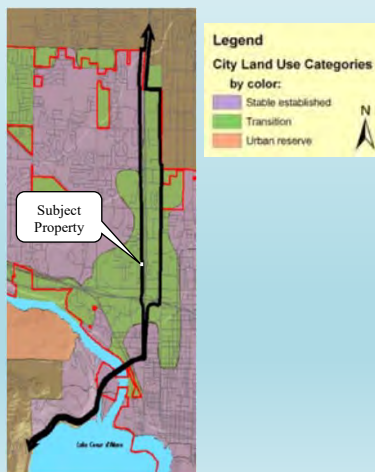
That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B8:

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



2007 Comprehensive Plan:
US 95 Corridor

Transition Areas:

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

ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B8:

The characteristics of Highway 95 Corridor neighborhoods will be:

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

ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B8: continued...

The characteristics of Highway 95 Corridor neighborhoods will be:

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

ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

COMPREHENSIVE PLAN: GOALS & OBJECTIVES:

Goal #1 Natural Environment

- 1.11 Community Design
- 1.12 Community Design
- 1.14 Efficiency

Goal #2 Economic Environment

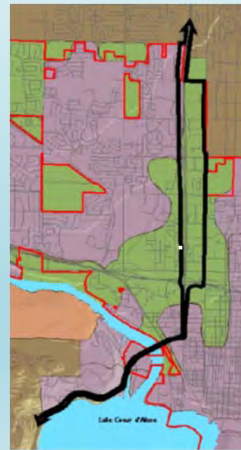
- 2.01 Business Image & Diversity
- 2.02 Economic & Workforce Development

Goal #3 Home Environment

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

Goal #4 Administrative Environment

- 4.06 Public Participation



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B9:

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

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

See pages 7 and 8 of the staff report for departmental comments.



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B10:

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

PHYSICAL CHARACTERISTICS:

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



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 1



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 2



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 3



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 4



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 5



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Site Photo 6



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B11:

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



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B11: continued...

Traffic:

- The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone.
- The applicant states that the subject property will be used for a parking lot for two future commercial businesses on the property to the east.
- Depending on the second tenant's commercial use, the property could generate hundreds of trips per day.
- However, impacts from the combined 0.75 acres of commercial property are unlikely to exceed those from the Texas Roadhouse restaurant located on a 0.96 acre parcel at Neider Ave and US-95 (a similar comparison).

ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B11: continued...

Traffic:

- Without knowing the future of this property or the potential traffic impacts, the Streets & Engineering Department cannot predict the level of traffic generated by this property.
- With commercial properties already located nearby and convenient access to and from US-95, traffic impacts are not expected to be extensive.

-Submitted by Chris Bosley, City Engineer



ZC-7-21 Zone Change from R-12 to C-17 455 W. Cherry Lane +/- 0.36 acre parcel

Finding #B11: *continued...*

Planning:

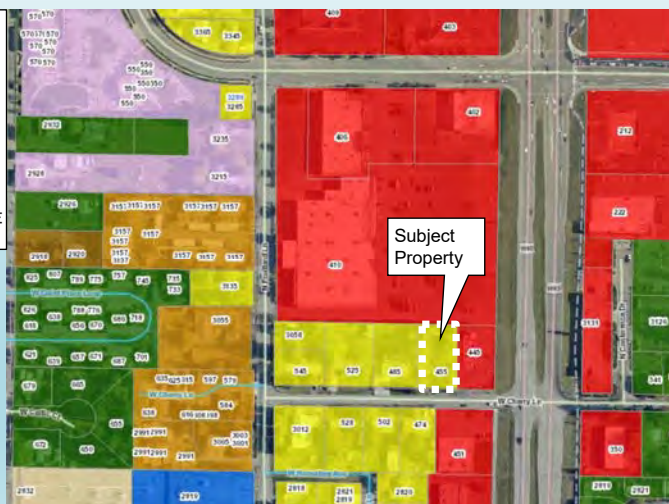
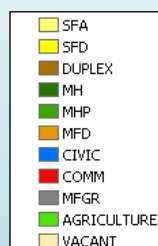
Should the requested zone change be approved, the C-17/C-17L Commercial Design Guidelines require a 10' vegetive buffer/planting strip between the subject property and the abutting property to the west. In addition, the applicant has also agreed to install a fence between the two properties along the side property line.

-Submitted by Tami Stroud, Associate Planner



ZC-7-21 Zone Change from R-12 to C-17 455 W. Cherry Lane +/- 0.36 acre parcel

Surrounding Land Uses



ZC-7-21 Zone Change from R-12 to C-17 455 W. Cherry Lane +/- 0.36 acre parcel

Zoning Map



ZC-7-21 Zone Change from R-12 to C-17 455 W. Cherry Lane +/- 0.36 acre parcel

Proposed C-17 Zoning District:

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

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



ZC-7-21 Zone Change from R-12 to C-17 455 W. Cherry Lane +/- 0.36 acre parcel

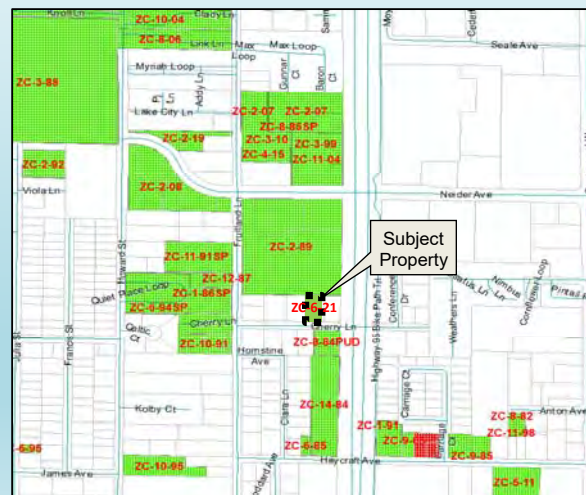
The following is a list of a few of the Principal uses that are permitted in the C-17 district:

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



ZC-7-21 Zone Change from R-12 to C-17 455 W. Cherry Lane +/- 0.36 acre parcel

Zone Changes - Map



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

DECISION POINT: Zone Change

Provide a decision regarding the proposed zone change from R-12 to C-17 on approximately 0.36 acres.



ZC-7-21 Zone Change from R-12 to C-17
455 W. Cherry Lane +/- 0.36 acre parcel

ACTION ALTERNATIVES:

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

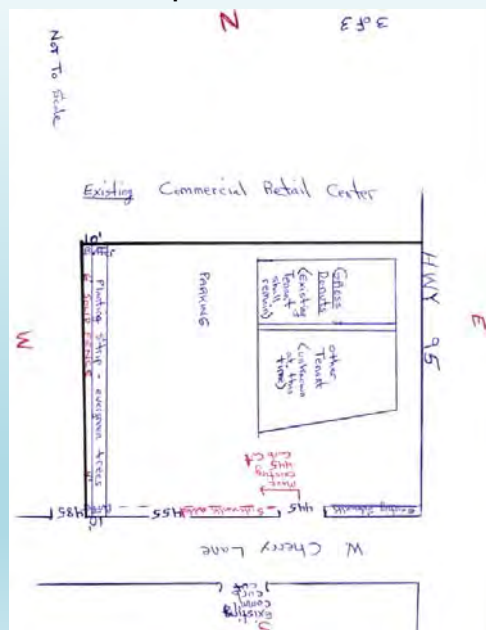
- ☐ Approve
- ☐ Deny
- ☐ Deny without prejudice.



Location Map



Conceptual Site Plan



ORDINANCE NO. _____
COUNCIL BILL NO. 22-1000

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

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

NOW, THEREFORE,

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

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

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

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

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

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on January 18, 2022.

APPROVED this 18th day of January, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-7-21_

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

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

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Zone Change – ZC-7-21 at 455 W. Cherry Lane, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 18th day of January, 2022.

Randall R. Adams, Chief Civil Deputy City Attorney

CITY COUNCIL

STAFF REPORT

FROM: MIKE BEHARY, ASSOCIATE PLANNER

DATE: JANUARY 18, 2022

SUBJECT: A-6-21: ANNEXATION OF 5.2 ACRES OF PUBLIC ROAD RIGHTS-OF-WAY ALONG AQUA AVENUE AND GOVERNMENT WAY

LOCATION: PUBLIC ROAD RIGHTS-OF-WAY LOCATED ON AQUA AVENUE BETWEEN US 95 AND GOVERNMENT WAY AND ON GOVERNMENT WAY BETWEEN AQUA AVENUE AND WILBUR AVENUE

APPLICANT:

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

DECISION POINT:

The City is requesting approval of the annexation of a strip of land varying in width, being a portion of the Public Road Rights-of-Way of Government Way between US 95 and Government Way, and Aqua Avenue between Wilbur Avenue and Aqua Avenue.

PLANNING COMMISSION RECOMMENDATION:

At their regular monthly meeting on December 14, 2021, the Planning Commission held a public hearing on this item and made a recommendation to approve this annexation request.

BACKGROUND INFORMATION:

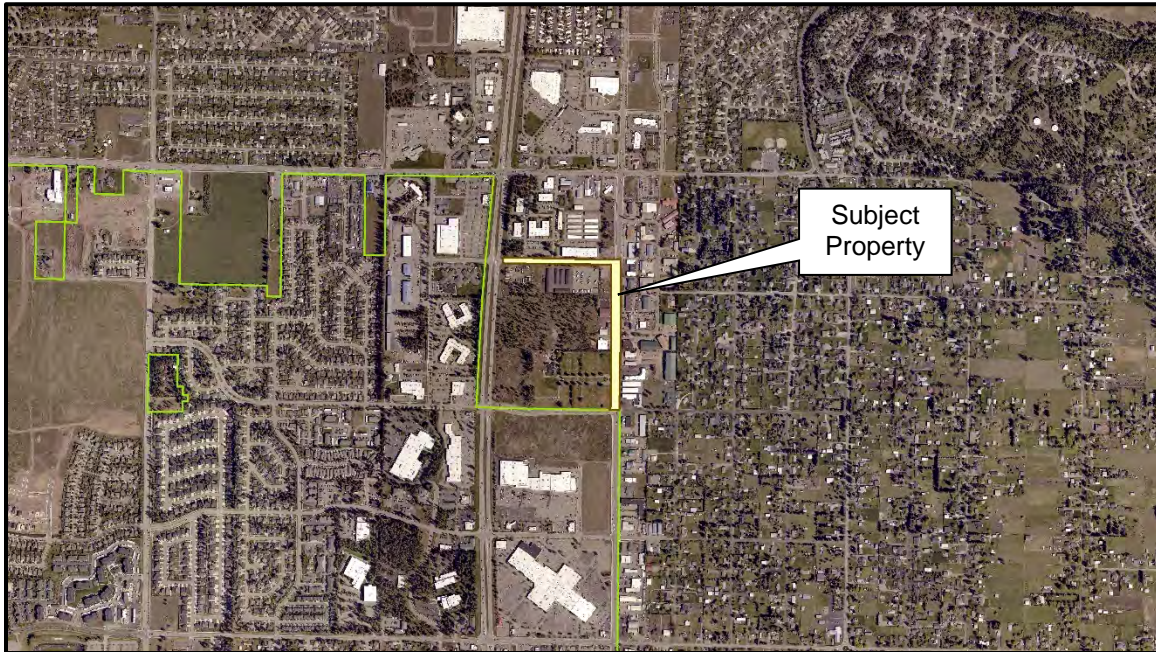
The subject public rights-of-way are located in the unincorporated area of Kootenai County within the City's Area of City Impact (ACI). The subject land is adjacent to the city limits on the south on Government Way, along with portions of adjacent to along the south side of Aqua Avenue, and also a portion of the city limits are located on the west side of the Government Way. The land is public rights-of-way and is not required to have a zoning classification since it is all intended to remain as public roadways. There is no owner listed because the roadways are dedicated to the public. The public road rights-of-way are within the unincorporated County boundary as noted above and maintained by Lakes Highway District. If annexed, they would remain public but the maintenance responsibilities would shift to the City of Coeur d'Alene from the Highway District.

The subject public rights-of-way are currently in the Lakes Highway District's jurisdiction. In 2013, the City of Coeur d'Alene entered into an Intergovernmental Agreement with Lakes Highway District to actively pursue annexation of this area (see attached Intergovernmental Agreement, page 5). The Lakes Highway District Board has reviewed this request and has indicated that this proposed annexation is consistent with the agreement and that the proposed public road rights-of-way should be in the City of Coeur d'Alene's jurisdiction (see attached Letter dated December 7,

2021). The City of Coeur d'Alene's Engineer is also in agreement with the proposed annexation of the subject public road rights-of-way.

In regards to zoning, public right-of-way does not have zoning district designation/classification, therefore zoning is not a part of this request.

PROPERTY LOCATION MAP:



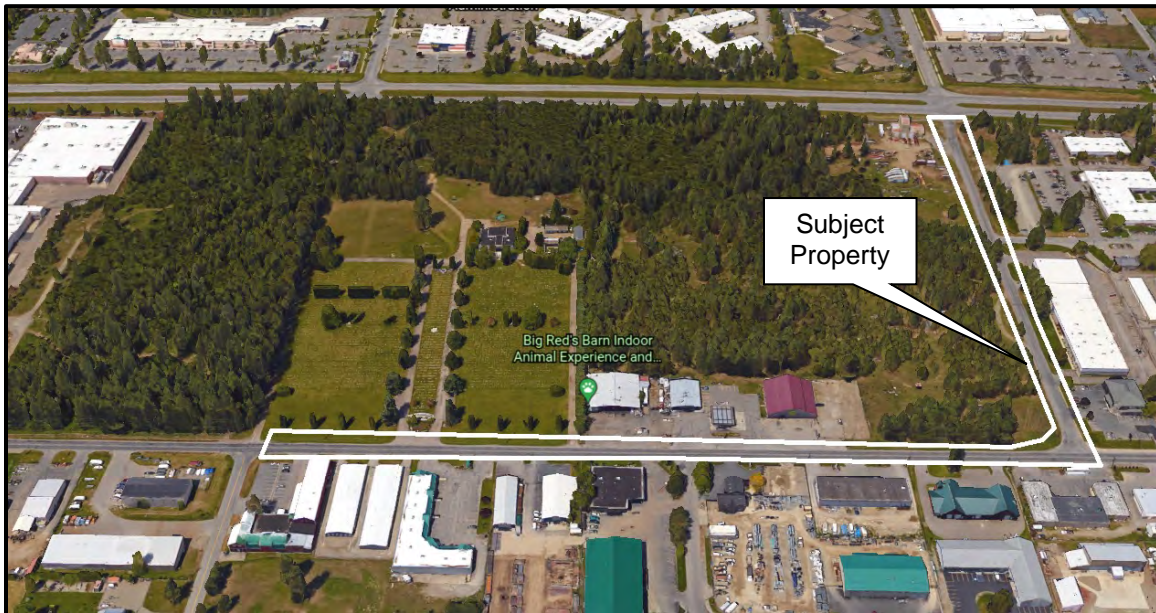
AERIAL PHOTO:



AERIAL RECENT ANNEXATION REQUEST:



BIRDSEYE AERIAL VIEW:



Subject Property

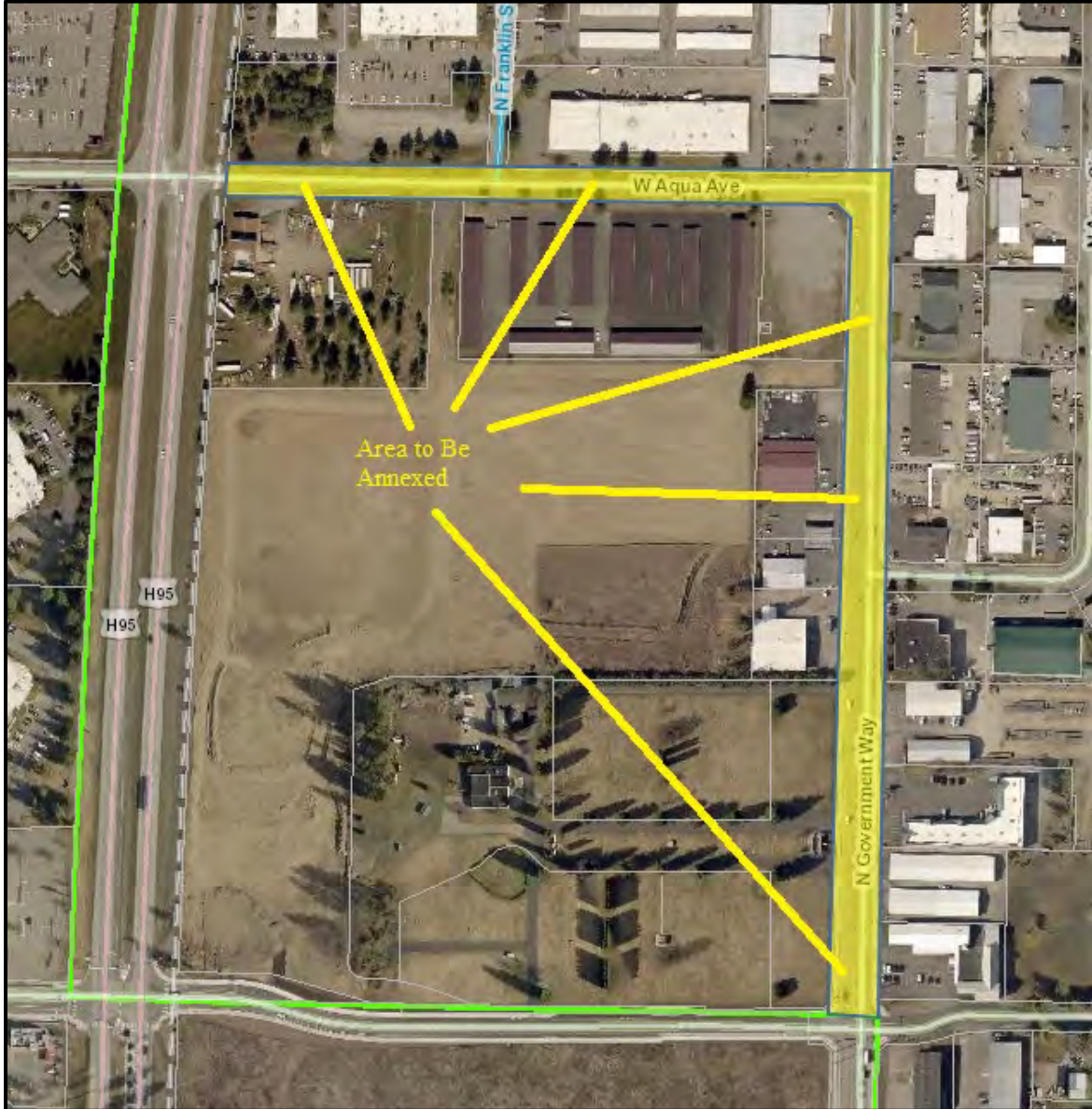
Big Red's Barn Indoor Animal Experience and...

US Social Security Administration

Idaho Department of Water Resources

[illegible]

ANNEXATION AERIAL MAP:



EXISTING ZONING MAP: County Zoning Districts

(NOTE: the annexation area does not have a zoning district designation)



REQUIRED FINDINGS FOR ANNEXATION:

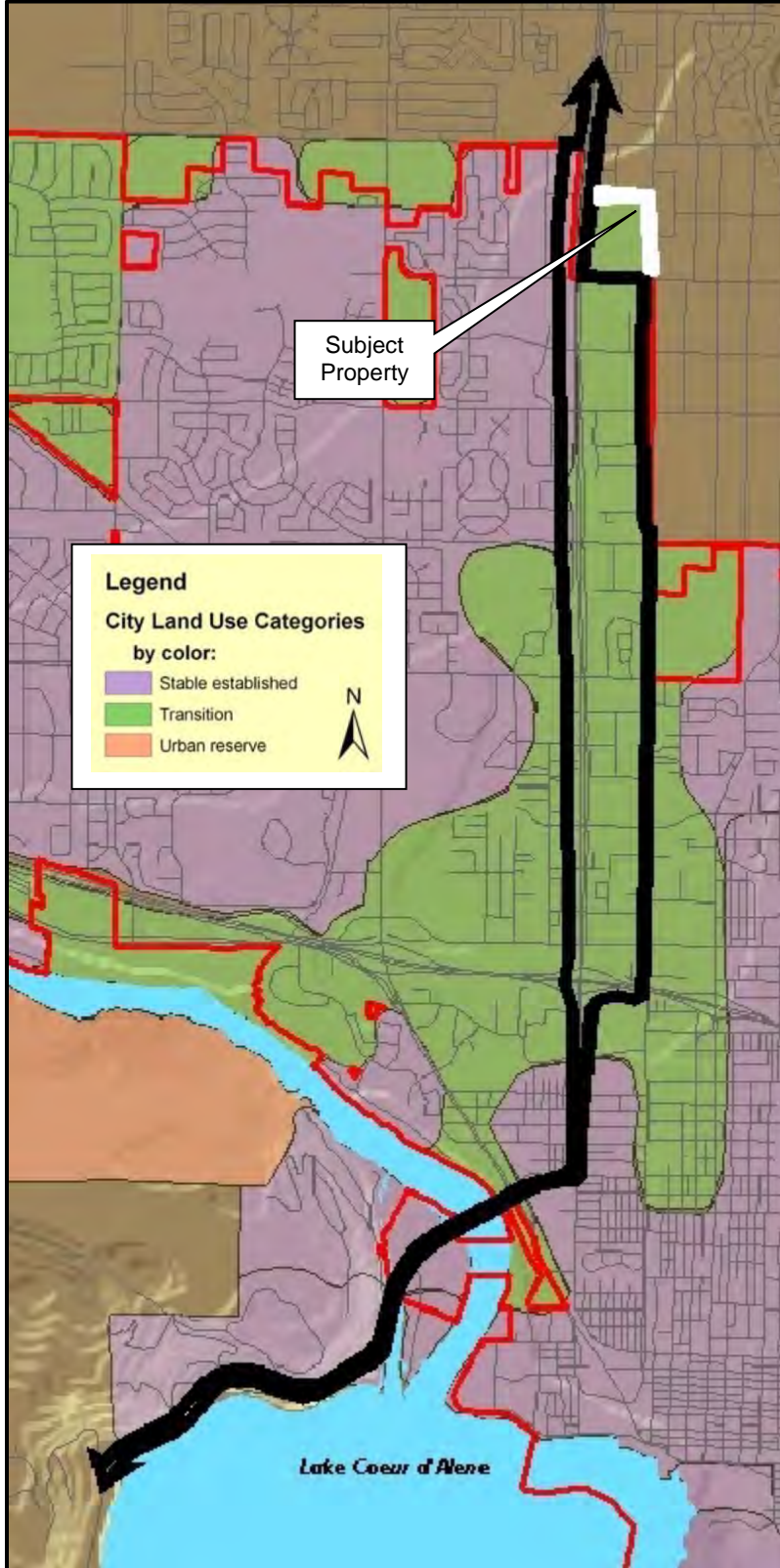
A. **Finding #B8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

- The subject property is not within the existing city limits.
- The City's Comprehensive Plan designates this property within the US 95 Corridor area.

AREA OF CITY IMPACT MAP:



COMPREHENSIVE PLAN MAP: US 95 Corridor



Transition:

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

US 95 Corridor Today:

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

US 95 Corridor Tomorrow:

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

The characteristics of the US 95 Corridor will be:

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

2007 Comprehensive Plan Goals and Objectives that apply:**Objective 1.14 - Efficiency:**

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

Objective 3.16 - Capital Improvements:

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

Objective 4.01 City Services:

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

Objective 4.02 - City Services:

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

Objective 4.06 - Public Participation:

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

PLEASE NOTE: This finding evaluation is based on the request of the public rights-of-way only; there are no private properties that are included in this request that would warrant the complete review of the Comprehensive Plan policies.

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

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

STORMWATER:

Stormwater is currently collected in catch basins and piped to the City-owned swale on Sunup Ave. This collection, conveyance, treatment, and disposal method will be maintained in this manner for the foreseeable future.

STREETS:

Government Way is an arterial street that has been recently improved to City Standards. Aqua Ave is a local street that has not been improved to City Standards, but is in fair to good condition. In our agreement with Lakes Highway District for the construction of Government Way, the City agreed to actively pursue annexation of Government Way. This annexation fulfills that obligation. Aqua Ave is only a small addition to our snow removal and maintenance needs. By annexing both streets, the City has the ability to allow or require access to multiple streets, reducing traffic congestion from the newly annexed Dodge property. The Streets and Engineering Department supports this annexation request.

-Submitted by Chris Bosley, City Engineer

WATER:

The proposed annexation of the Government Way and Aqua Avenue Rights-of-Way will not alter utility jurisdiction or water purveyors.

-Submitted by Terry Pickel, Water Superintendent

SEWER:

The nearest public sanitary sewer is located to the East on Government Way. The annexation will not impact the City's wastewater infrastructure or ability to provide service to properties in the area that are within city limits. The wastewater department has no objection with the proposed annexation.

-Submitted by Larry Parsons, Utility Project Manager

FIRE:

The requested annexation would not change the existing roadways or impact the Fire Department's ability to provide emergency response to properties within the area.

-Submitted by Bobby Gonder, Fire Inspector

Police:

The Police Department has no issues with the annexation of Aqua Avenue and Government Way.

-Submitted by Lee White, Chief of Police

Evaluation: *The 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.*

NOTE: The above findings would be based on the existing street system continuing to provide adequate access to the surrounding properties and that the annexation request of the public road rights-of-way would not negatively impact public infrastructure and services.

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

PHYSICAL CHARACTERISTICS:

The subject public rights-of-way are generally flat and are already existing and fully functioning roadways. Site photos are provided on the next few pages showing the existing conditions.

TOPOGRAPHIC MAP:



SITE PHOTO - 1: View from the intersection of Government Way and Wilber Avenue looking north.



SITE PHOTO - 2: View from the intersection of Government Way and Aqua Avenue looking south.



SITE PHOTO - 3: View from the intersection of Government Way and Aqua Ave looking northwest.



SITE PHOTO - 4: View from the intersection of Government Way and Aqua Avenue looking east.



SITE PHOTO - 5: View from the west end of Aqua Avenue looking west.



SITE PHOTO - 6: View from the west end of Aqua Avenue looking east.



Evaluation: *The 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.*

NOTE: The above findings would be based on the topography and existing conditions of the fully functioning roadways.

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

TRAFFIC:

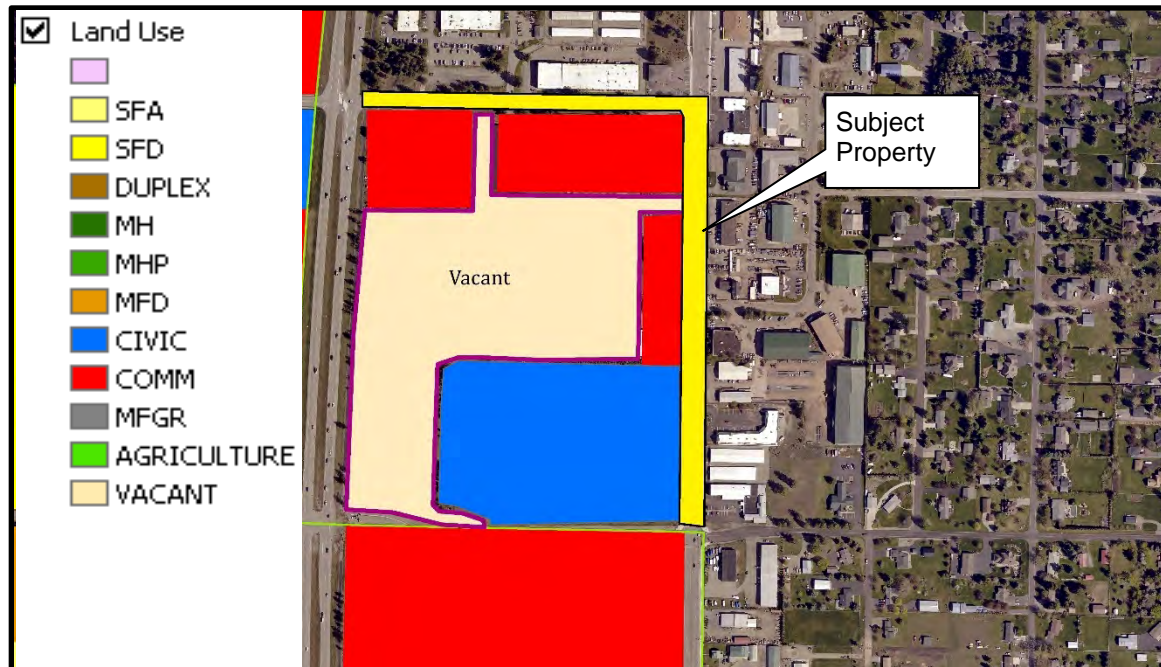
The proposed annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation. However, the annexation gives the City (rather than Lakes Highway District) the ability to control property access and restrictions to the newly annexed Dodge property.

-Submitted by Chris Bosley, City Engineer

NEIGHBORHOOD CHARACTER:

See the “US 95 Corridor Today” descriptions from the 2007 Comprehensive Plan listed in finding #B8 as well as the photos of subject property. The surrounding properties to the north, east, south, and west have commercial and civic uses located on them. The subject public right-of-way is part of an existing road network that will be changing jurisdiction authority from Lakes Highway District to the City of Coeur d’Alene if the annexation is approved.

GENERALIZED LAND USE PATTERN:



Evaluation: *The 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.*

NOTE: *The above findings would be based on traffic congestion and existing land use patterns.*

ORDINANCES & STANDARDS USED FOR EVALUATION:

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

RECOMMENDATIONS FOR ITEMS TO INCLUDE ANNEXATION AGREEMENT:

The annexation of these public road rights-of-way, if approved, would not require an annexation agreement.

ACTION ALTERNATIVES:

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

PLEASE NOTE: In this case because the annexation involves public rights-of-way, the Council would make a decision that the annexed territory be assigned no zoning classification.

Attachments:

- 2013 Intergovernmental Agreement with Lakes Highway District
- Lakes Highway District Letter: dated December 7, 2021

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

A. INTRODUCTION

This matter having come before the Planning Commission on December 14, 2021 and there being present a person requesting approval of ITEM A-6-21, annexation of a strip of land varying in width, being a portion of the Public Rights-of-Way of Government Way and Aqua Avenue.

APPLICANT: CITY OF COEUR D'ALENE

LOCATION: PUBLIC ROAD RIGHTS-OF-WAY LOCATED ON AQUA AVENUE BETWEEN US 95
AND GOVERNMENT WAY AND ON GOVERNMENT WAY BETWEEN AQUA
AVENUE AND WILBUR AVENUE

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

The Planning Commission adopts Items B1 to B7.

- B1. That the existing land uses surrounding the request are Commercial, Civic and vacant.
- B2. That the Comprehensive Plan Map designation is US 95 Corridor area, Transition.
- B3. That the request is for public road rights-of-way only that are not assigned a zoning district.
- B4. That the notice of public hearing was published on, November 20, 2021, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on December 14, 2021.

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

Objective 1.14 Efficiency:

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

Objective 3.16 Capital Improvements:

Ensure infrastructure and essential services are available for properties in development.

Objective 4.01 City Services:

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

Objective 4.02 - City Services:

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

Objective 4.06 – Public Participation:

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

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report and that the existing streets won't change.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because it reflects the existing streets are in place.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because the right of ways don't generate traffic and these improvements are already in place.

C. ORDER: CONCLUSION AND DECISION


The Planning Commission, pursuant to the aforementioned, finds that the request of THE CITY OF COEUR D'ALENE for annexation, as described in the application should be approved and the property shall not be assigned a zoning classification.

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 Mandel	Voted Yes
Commissioner Ward	Voted Yes
Commissioner McCracken	Voted Yes

Motion to approve carried by a 6 to 0 vote.



CHAIRMAN TOM MESSINA

2. Applicant: City of Coeur d'Alene
 Location: Aqua Avenue and Government Way, Rights-of-Way
 Request: A proposed annexation for a portion of Aqua Avenue.
 LEGISLATIVE, (A-6-21)

Mike Behary, Associate Planner provided the following statements:

The subject public right-of-way is located in the unincorporated area of the county.

- The subject site is adjacent to the city limits on the south on Government Way, along with portions of adjacent to along the south side of Aqua Avenue, and also a portion of the city limits are located on the west side of the Government Way.
- The property is public right-of-way and is not required to have a zoning classification since it is all intended for public right-of-way. The subject site is located within the City's Area of City Impact (ACI).
- The subject public right-of-way is currently in the Lakes Highway District's jurisdiction. In 2013 the City of Coeur d'Alene entered into an Intergovernmental Agreement with Lakes Highway District to actively pursuing annexation of this area.
- The Lakes Highway District Board has reviewed this request and has indicated that this proposed annexation is consistent with the agreement and that the proposed public right-of-way should be in the City of Coeur d'Alene's jurisdiction.
- The City of Coeur d'Alene's Engineer is also in agreement with the proposed annexation of the subject public right-of-way.
- The subject public road right-of-way is located in the Coeur d'Alene's Area of City Impact (ACI). In regards to zoning, public right-of-way does not have zoning district designation/classification, therefore zoning is not a part of this request.

Mr. Behary concluded his presentation

Commission Comments:

Commissioner Ingalls inquired why this type of came forward. Ms. Anderson clarified that after the Dodge Annexation was approved, we heard from Lake's Highway District asking why we didn't include the roads when the Dodge Annexation came forward so we met with them and they stated that they didn't want to continue to maintain these streets.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Mandel	Voted	Aye
Commissioner McCracken	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 6 to 0 vote.

STUHELMILLER, SHANA

From: Ken Egbert <kene4@frontier.com>
Sent: Monday, January 10, 2022 4:50 PM
To: STUHELMILLER, SHANA
Subject: Public Hearing input

Follow Up Flag: Follow up
Flag Status: Flagged

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

hello

The following is in response to the Public Hearing regarding annexation of portions of roadway on Aqua Avenue (between US 95 and Govt Way) and on Govt Way (between Wilbur Avenue and Aqua Avenue. I have no issues with annexing portions of these two roadways. What I would be opposed to would be to annex the property between US 95 and Govt Way and Aqua Avenue and Wilbur Avenue for the future purpose of building high density housing.

Ken Egbert
7232 N Rude St
Dalton Gardens, Id

City Council Meeting



January 18, 2021

A-6-21 Annexation of Public Road right-of-way of Aqua Avenue and Government Way

APPLICANT:

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

REQUEST:

Annexation of 5.2 acres of public road rights-of-way along
Aqua Avenue and Government Way.

A-6-21 Annexation of Public Road right-of-way of Aqua Avenue and Government Way

LOCATION:

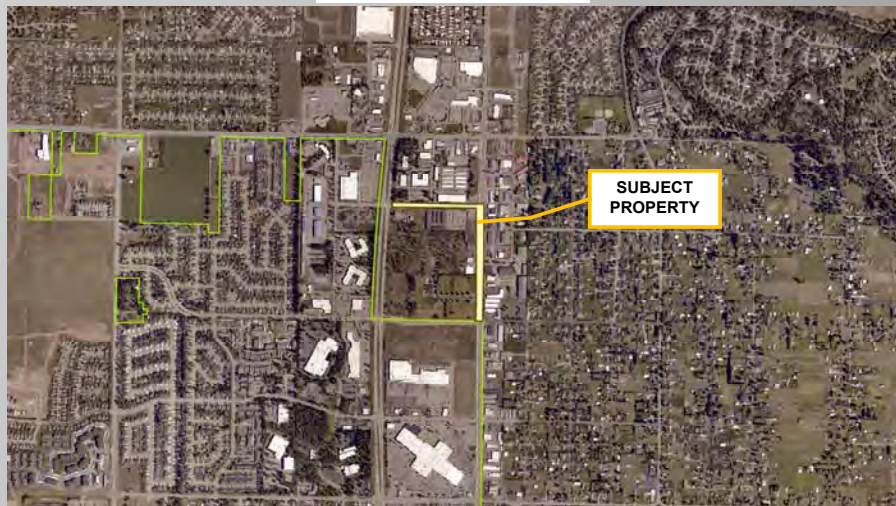
Public road rights-of-way located on Aqua Avenue between US 95 and Government Way and on Government Way between Aqua Avenue and Wilbur Avenue.

LEGAL NOTICE:

Published in the CDA Press on December 18, 2021.

A-6-21 Annexation of Public Road right-of-way of Aqua Avenue and Government Way

Location Map



A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Aerial Photo



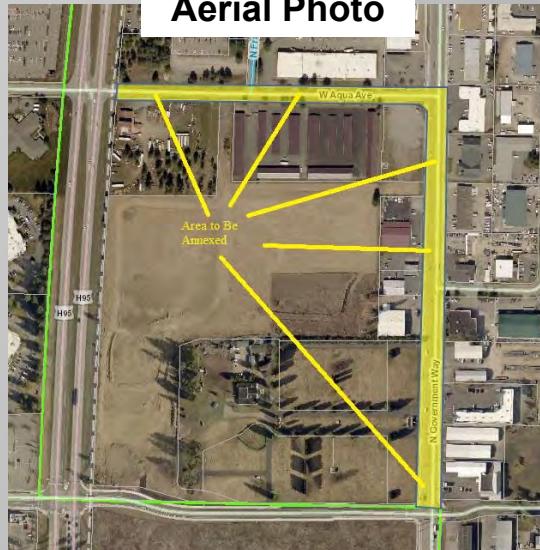
A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Aerial Photo



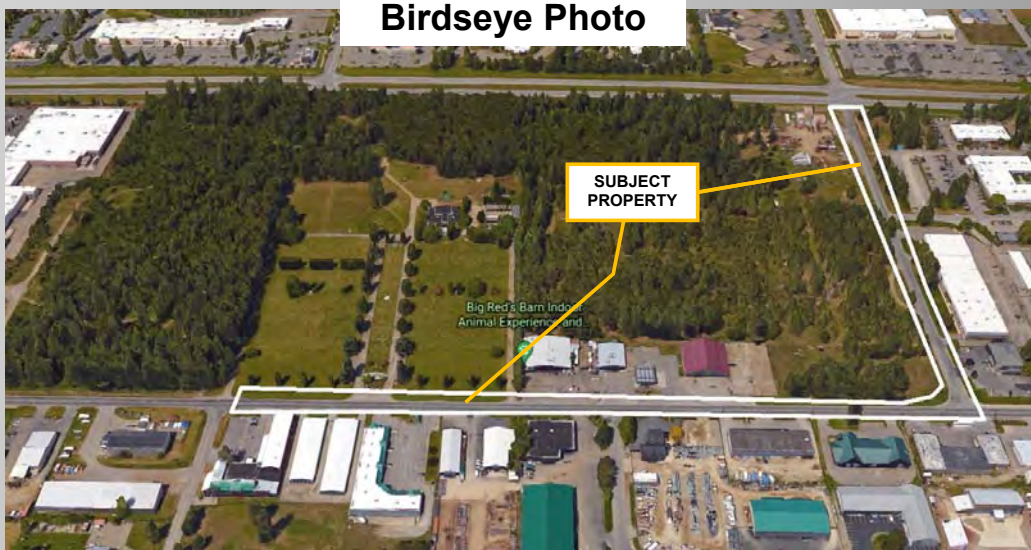
A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Aerial Photo



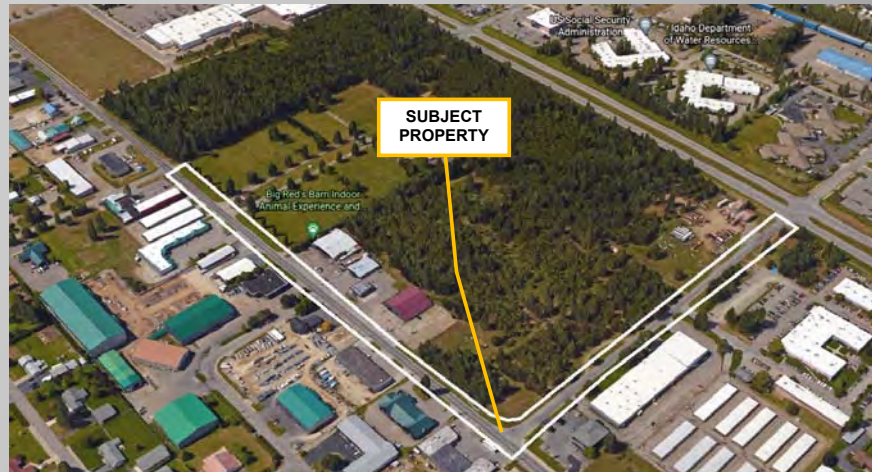
A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Birdseye Photo



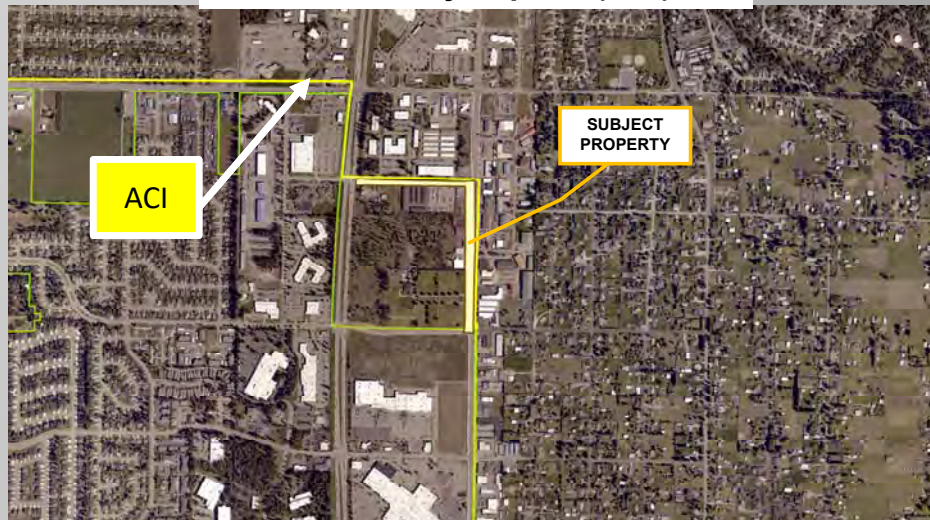
A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Birdseye Photo

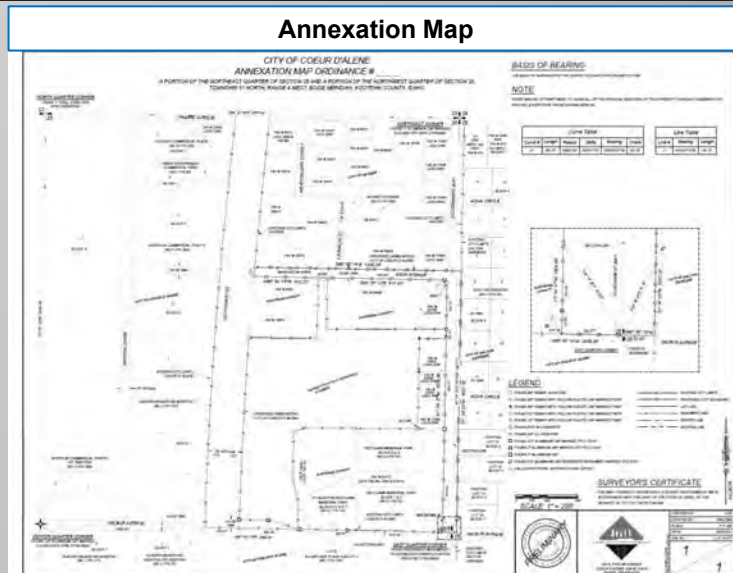


A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Area of City Impact (ACI)



A-6-21 Annexation of Public Road right-of-way of Aqua Avenue and Government Way



A-6-21 Annexation of Public Road right-of-way of Aqua Avenue and Government Way

Finding #B8:

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

Finding #B9:

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

Finding #B10:

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

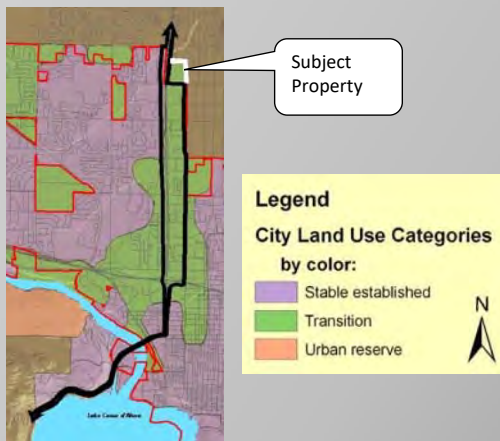
Finding #B11:

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

A-6-21 Annexation of Public Road right-of-way of Aqua Avenue and Government Way

Finding #B8:

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



2007 Comprehensive Plan: **US 95 Corridor**

Transition Areas:

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

A-6-21 Annexation of Public Road right-of-way of Aqua Avenue and Government Way

COMPREHENSIVE PLAN OBJECTIVES:

Objective 3.16 - Capital Improvements:

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

Objective 4.01 City Services:

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

PLEASE NOTE: This finding evaluation is based on the request of the public rights-of-way only; there are no private properties that are included in this request that would warrant the complete review of the Comprehensive Plan policies.

A-6-21 Annexation of Public Road right-of-way of Aqua Avenue and Government Way

Finding #B9:

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

- City staff from Engineering, Streets, Fire, Parks, and Wastewater departments have reviewed the application request in regards to public utilities and public facilities. The proposed annexation will not hinder staffs ability to continue to provide public facilities and utilities.

NOTE: The above finding would be based on the existing street system continuing to provide adequate access to the surrounding properties and that the annexation request of the public road rights-of-way would not negatively impact public infrastructure and services.

A-6-21 Annexation of Public Road right-of-way of Aqua Avenue and Government Way

Finding #B10:

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

- The site is relatively flat.
- There are no topographical or other physical constraints that would make the subject public right-of-way unsuitable for the annexation request.

NOTE: The above finding would be based on the topography and existing conditions of the fully functioning roadways.

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

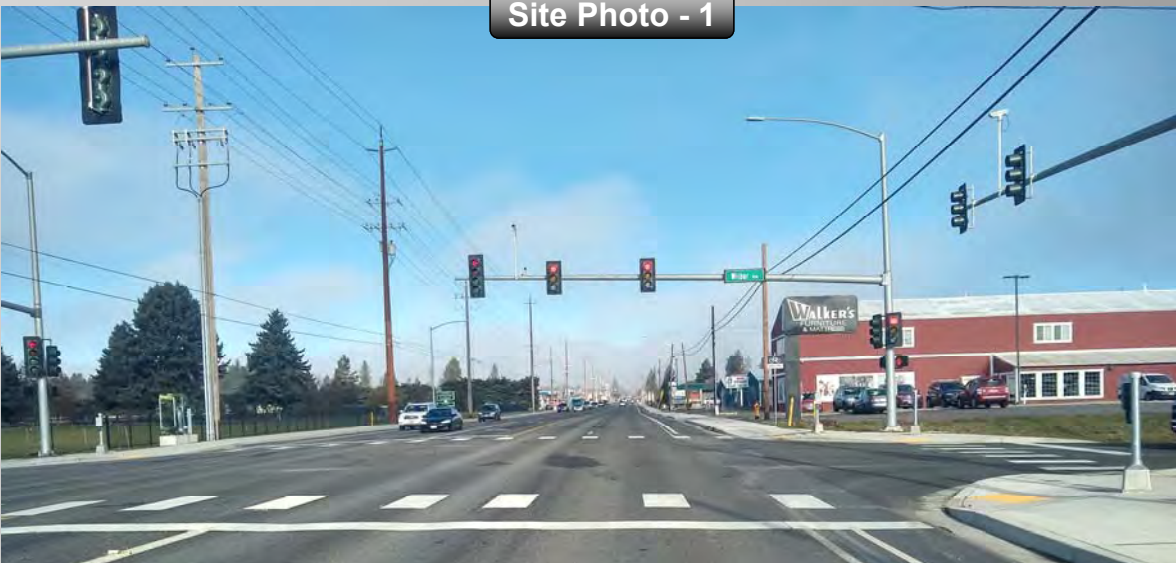
A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Topographic Map



A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Site Photo - 1



A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Site Photo - 2



A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Site Photo - 3



A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Site Photo - 4



A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Site Photo - 5



A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Site Photo - 6



A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Finding #B11:

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

The proposed annexation gives the City (rather than Lakes Highway District) the ability to control property access and restrictions to the newly annexed Dodge property.

-Submitted by Chris Bosley, City Engineer

NOTE: This finding would be based on traffic congestion and existing land use patterns.

A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Zoning

N/A – Public Right-of-way does not carry a zoning classification



A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

Land Use



A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

DECISION POINT: **Annexation**

The annexation of 5.2 acres of public road rights-of-way along Aqua Avenue between US 95 and Government Way and on Government Way between Aqua Avenue and Wilbur Avenue.

PLEASE NOTE: In this case because the annexation involves public rights-of-way, the proposed annexed territory should be assigned no zoning classification.

A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way

ACTION ALTERNATIVES:

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

- ☐ Approve
- ☐ Deny
- ☐ Deny without prejudice.

A-6-21 Annexation of Public Road right-of-way
of Aqua Avenue and Government Way



ORDINANCE NO. _____
COUNCIL BILL NO. 22-1001

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF THE NORTHEAST QUARTER OF SECTION 26 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A," attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho.

SECTION 2. That the annexed property, being public rights-of-way, does not have a designated or classified zoning district and, therefore, neither the Zoning Ordinance nor the Zoning Map need to be amended.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. 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 January 18, 2022.*

APPROVED by the Mayor this 18th day of January, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-6-21 AQUA AVENUE and GOVERNMENT WAY, RIGHTS-OF-WAY

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF THE NORTHEAST QUARTER OF SECTION 26 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-6-21 AQUA AVENUE and GOVERNMENT WAY, RIGHTS-OF-WAY, 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 18th day of January, 2022.

Randall R. Adams, Chief Deputy City Attorney

EXHIBIT A

Annexation Description

A strip of land varying in width, being a portion of the Public Right-of-Way of Government Way and Aqua Avenue lying in the Northeast Quarter of Section 26 and the Northwest Quarter of Section 25, Township 51 North, Range 4 West, Boise Meridian and more particularly described as follows:

Beginning at the common Quarter corner of said Sections 25 and 26, established by the reference monuments per CP&F Instrument Number 2776019000, Records of Kootenai County, from which the Northeast Quarter of said Section 26 bears, North 01°04'23" East 2675.62 feet;

thence along the East-West Center Section line of said Section 26 and the North line of the City of Coeur d'Alene City Limits, North 88°49'19" West 59.77 to the extension of the West Right-of-Way of Government Way;

thence leaving the North Line of the City of Coeur d'Alene and along the West Right-of-Way of said Government Way, North 01°04'27" East 1252.84 feet to the East line of the City of Coeur d'Alene;

thence along the East line of the City of Coeur d'Alene and continuing along the West Right-of-Way of said Government Way, North 01°04'27" East 60.01 feet to a found 2.5 inch aluminum cap marked "PLS 12318";

thence leaving the East line of said City of Coeur d'Alene and continuing along the West Right-of-Way of said Government Way, North 01°04'27" East 297.01 to a bent 5/8 inch rebar with yellow plastic cap marked PLS "6374";

thence continuing along said West Right-of-Way, North 43°43'10" West 24.15 to the South Right-of-Way of Aqua Avenue to a 2-1/2 inch aluminum cap marked "PLS 12318";

thence along the South Right-of-Way of said Aqua Avenue, North 88°57'13" West 757.47 feet to a to the North line of the City of Coeur d'Alene City Limits being a 5/8 inch rebar with yellow plastic cap marked "PLS 6374";

thence continuing along said South Right-of-Way and the North line of the City of Coeur d'Alene City Limits North 88°57'13" West 60.00 feet to 5/8 inch rebar with yellow plastic cap marked "PLS 6374";

thence leaving the North line of the City of Coeur d'Alene City limits and continuing along said South Right-of-Way, North 88°54'18" West 415.27 feet to the East Right-of-Way of Highway 95;

thence along said East Right-of-Way, along a curve to the right with a radius of 28537.90 feet, an arc length of 60.15 feet, a central angle of 00°07'15" and a long chord that bears North 05°05'27" East 60.15 feet to the North Right-of-Way of said Aqua Avenue and the South line of the City Limits of the City of Hayden;

thence along said North Right-of-Way and the extension thereof and the South Line of the City Limits of said City of Hayden, South 88°56'14" East 1335.28 feet to the West line of the City Limits of the City of Dalton Gardens;

thence along the West line of the City Limits of said City of Dalton Gardens, South 01°04'23" West 1687.18 feet to the North line of the City Limits of the City of Coeur d'Alene and the East-West Center Section line of said Section 25;

thence along the North line of the City Limits of said City of Coeur d'Alene and said East-West Center Section line, North 88°49'19" West 30.00 feet to the **Point of Beginning**;

said strip containing 5.201 acres of land, more or less.

CITY OF COEUR D'ALENE
ANNEXATION MAP ORDINANCE # _____

A PORTION OF THE NORTHEAST QUARTER OF SECTION 26 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 25,
TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

BASIS OF BEARING

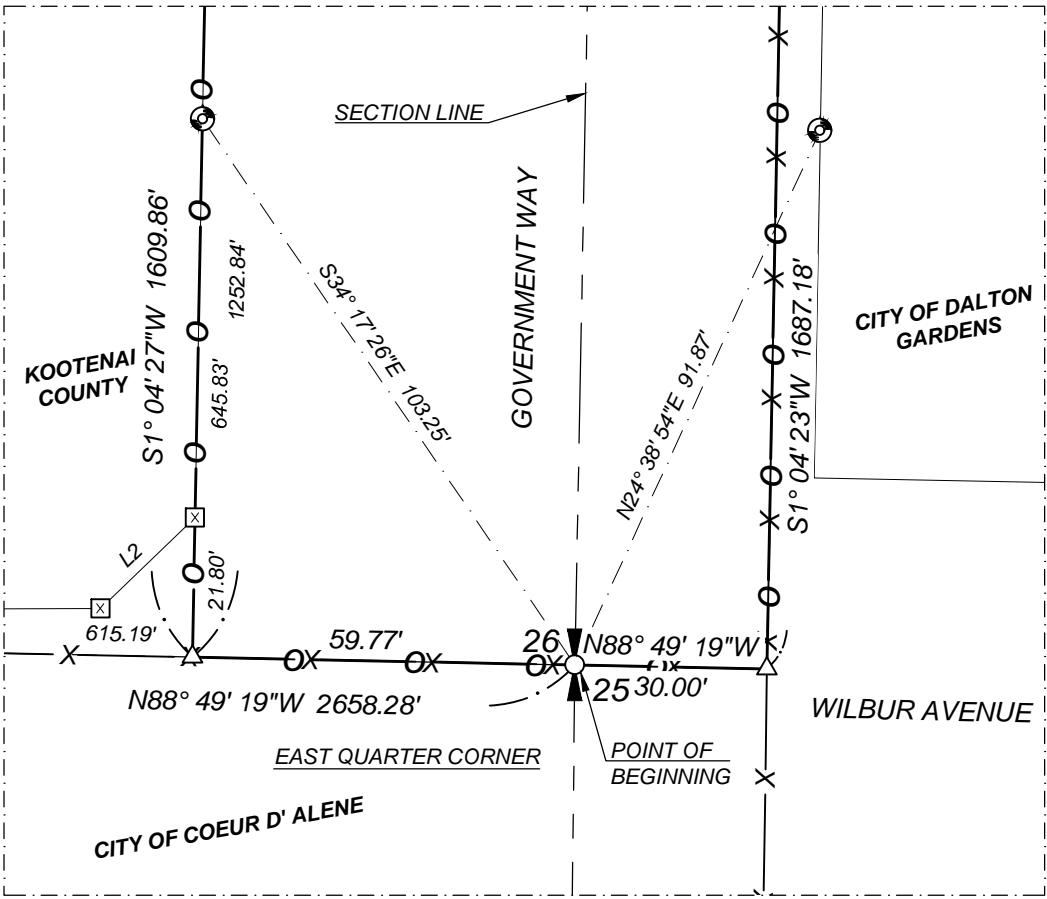
THE BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE SYSTEM.

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.

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	60.15'	28537.90'	000°07'15"	S05°05'27"W	60.15'

Line Table		
Line #	Bearing	Length
L1	N43°43'10"W	24.15'



LEGEND

- FOUND 5/8" REBAR, AS NOTED
 - ⊙ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "6374"
 - ⊕ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "4194"
 - ◇ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "5078"
 - ⬠ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "5289"
 - ⬢ FOUND ROD IN CONCRETE
 - △ FOUND 3/4" I.D. IRON PIPE
 - FOUND 2.5" ALUMINUM CAP MARKED "PLS 12318"
 - ⊞ FOUND 3" ALUMINUM CAP MARKED ITD "PLS 12318"
 - ⊞ FOUND 3" ALUMINUM CAP
 - ⊙ FOUND 2.5" ALUMINUM CAP REFERENCE MONUMENT MARKED "PLS 9187"
 - △ CALCULATED POINT, NOTHING FOUND OR SET
- X— EXISTING CITY LIMITS
 - PROPOSED CITY BOUNDARY
 - LOT LINE
 - EASEMENT LINE
 - CENTER LINE
 - SECTION LINE

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN
ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, AT THE
REQUEST OF CITY OF COEUR D'ALENE..

SCALE: 1" = 200'



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

CHECKED BY:	DCD
DRAFTED BY:	WAL/MA
SCALE:	1" = 200'
DATE:	10/22/2021
JOB NO:	LCE 21-071

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