

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

AGENDA

VISION STATEMENT

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

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

6:00 P.M.

MARCH 1, 2022

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Jonathan Owens with the Heart of the City Church.

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. U.S. Secret Service Award Presentation
Presented by: Police Chief Lee White
2. Proclamation of March 2022 as Red Cross Month

Accepted by: Rodin Ryan, Executive Director
Greater Inland Northwest Chapter of the American Red Cross

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

***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

G. ANNOUNCEMENTS:

1. City Council
2. Mayor

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

1. Approval of Council Minutes for the February 15, 2022, meeting.
2. Setting of the General Services/Public Works Committee meeting for March 7, 2022.
3. Approval of Bills as Submitted.
4. Approval of Final Plat for SS-22-01c, Cottage Grove Condominiums Phase II
5. Approval of Final Plat for SS-21-01, Heritage Square

As Recommended by the City Engineer

6. Resolution No. 22-013 -

- a. Approval of a Maintenance Agreement with ASG Holdings LLC. for Landscape and Irrigation.

As Recommended by the Parks Director

- b. Approval an Abandonment of Easement – Silver Park Addition off of Mineral Drive.

As Recommended by City Engineer

- c. Acceptance of the Donated Art Piece Entitled “The Miner.”

As Recommended by City Administrator

I. OTHER BUSINESS:

1. **Council Bill No. 22-1002** – Approving the repeal of Chapter 2.46 and Chapter 15.24, Coeur d’Alene Municipal Code; and Adopting Chapter 15.50, Coeur d’Alene Municipal Code, “Sign Code.”

Staff Report by: Renata McLeod, Municipal Services Director

J. ADJOURNMENT:

Coeur d'Alene CITY COUNCIL MEETING

March 1, 2022

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

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

PRESENTATIONS

PROCLAMATION

WHEREAS, in times of crisis, people in Coeur d' Alene come together to care for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by American Red Cross volunteers and donors.

WHEREAS, in 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating people's suffering. Today, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in Coeur d' Alene, who continue to carry out Clara's lifesaving legacy. They join the millions of people across the United States who volunteer, give blood, donate financially or learn vital life-preserving skills through the Red Cross.

WHEREAS, in Coeur d' Alene, the contributions of local Red Cross volunteers give hope to the most vulnerable in their darkest hours – whether it's providing emergency shelter, food and comfort for families devastated by local disasters like wildfires; educating the community about home fire and natural disaster preparedness; donating essential blood for accident and burn victims, heart surgery and organ transplant patients, and those receiving treatment for leukemia, cancer or sickle cell disease; supporting service members and veterans, along with their families and caregivers, through the unique challenges of military life; helping to save the lives of others with first aid, CPR and other skills; or delivering international humanitarian aid.

WHEREAS, their work to prevent and alleviate human suffering is vital to strengthening our community's resilience. We dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it." We ask others to join in this commitment to give back in our community.

NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d' Alene, Idaho, do hereby proclaim the month of March, 2022 as

"RED CROSS MONTH"

I encourage all citizens of the City of Coeur d' Alene to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d' Alene to be affixed this March 1st, 2022.



James Hammond
James Hammond, Mayor

ATTEST:
Renata McLeod
Renata McLeod, City Clerk

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

February 15, 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 February 15, 2022, at 6:00 p.m., there being present the following members:

James Hammond, Mayor

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

Kiki Miller) Members of Council Absent
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CALL TO ORDER: Mayor Hammond called the meeting to order.

INVOCATION: The invocation was led by Pastor Stuart Bryan with Trinity Church.

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

PUBLIC COMMENTS:

Russ McCain, Coeur d'Alene, stated he felt the Planning Commission and Planning Department had done a good job of setting the City up for success. He said Idaho was a state that required a balanced budget, and roads and infrastructure were maintained and paid for by the people living here.

David Passaro, Coeur d'Alene, stated he has lived in Idaho for over 40 years. He wished to thank council for voting to accept the ARPA funds. He stated there were many things citizens depend on. He said cities accept federal grant money each year for the benefit of the community and citizens. He would like to see the ARPA funds used towards police facility needs and mental health services.

Jeanette Laster, Coeur d'Alene, stated there was an article in the Press recently noting a white supremacist group planned to hold an event in north Idaho. As a human rights organization, on behalf of 250 "Love Lives Here" (CDA kindness campaign) businesses, and the human rights consortium, she requested the City increase the City's messaging condemning acts of violence, inhumanity, and racism.

PRESENTATIONS:

City Clerk Renata McLeod administered the Oath of Office to Fire Chief Tom Greif. Chief Greif noted he was honored to accept the position and looks forward to fulfilling the role.

ANNOUNCEMENTS:

Councilmember English stated he spent the afternoon giving a homeschool group a tour of City Hall, and mentioned there were a few of the group in the audience tonight and welcomed them to the Council meeting.

Councilmember Gookin stated current inflation was now 7.5%, with many goods and services seeing increases of 40%, and noted home mortgage rates were also increasing. He stated the U.S. was the most leveraged society in history with \$7 trillion in debt, and the Federal Reserve would need to correct it, through either a recession or deflation. He noted there had been comments regarding people who did not live in the City of Coeur d'Alene, and remembered at a previous meeting he had requested only residents be allowed to comment, and was told at that time what happened in Coeur d'Alene affected the entire County.

CONSENT CALENDAR:

1. Approval of Council Minutes for the January 25, 2022, and February 1, 2022, Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Approval of a Cemetery Lot Transfer: from Marlene Bentham to Ralph Nelson, Section E, Block 43, Lot 04, Forest Cemetery.

As Recommended by the City Clerk

5. Approval of Final Plat: SS-20-03, Penn 18th Addition.

As Recommended by the City Engineer

6. **Resolution No. 22-011:** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AMENDMENTS TO WASTEWATER SEWER POLICY 714 AND SEWER PUMP STATION STANDARDS; AMENDMENT TO THE DESIGN, FABRICATION, AND INSTALLATION SERVICES CONTRACT FOR THE 4TH STREET PARKING GARAGE "SEED OF LIFE" PROJECT WITH CELESTE A. COONING COLLECTIVE; AND THE LOW BID OF BADGER METER AND AWARD OF A CONTRACT TO BADGER METER FOR THE PURCHASE OF ORION ME RADIO READ HEADS IN THE AMOUNT OF \$277,020.00.

As Recommended by the General Services/Public Works Committee

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 22-011**.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Wood Aye; Evans Aye.

Motion carried.

(QUASI-JUDICIAL HEARING) – P-1-22- APPROVAL OF THE CITY’S COMPREHENSIVE PLAN FOR 2022-2042 (ENVISION COEUR D’ALENE) APPLICANT: CITY OF COEUR D’ALENE.

RESOLUTION NO. 22-012

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING THE 2022-2042 CITY OF COEUR D’ALENE COMPREHENSIVE PLAN.

STAFF REPORT: Community Planning Director Hilary Anderson stated City staff and their partners at CDA2030 were pleased to bring the Envision CDA Comprehensive Plan to Council. She mentioned the Planning Commission, after a public hearing was held, voted unanimously to recommend approval at their February 8, 2022, meeting and requested Council adopt the 2022-2042 Coeur d’Alene Comprehensive Plan. She said Envision CDA was a collaborative effort over the past 27 months, and was a long-range planning project which would create a roadmap for the community’s future growth through 2042. She stated the City of Coeur d’Alene (City) currently used the adopted 2007 – 2027 Comprehensive Plan as guidance for growth. She said the plan was adopted in January of 2008, and the existing document was a thematic based plan that was crafted in-house but had become outdated and was in need of an update. She stated it had served the City well over its 14 years of service, but due to technological advancements in mapping, data science, and modeling it was showing its age. She stated it was also deficient due to a lack of an implementation element and future land use map as mandated by the State of Idaho. She said the City Council and Planning Commission recognized the need to revamp and modernize the City’s plan and directed staff to begin the process using current-day technology, with the help of a consultant, in late 2018. Staff issued a nationwide Request for Qualifications & Proposals (RFQ/P) and a Scope of Work (SOW) in February, 2019. MIG, Inc. was chosen as the best submittal and was awarded the City Council approved contract on June 19, 2019, for \$245,380. She noted that following approval, staff requested that public volunteers that wished to join the effort apply for a seat on the Community Advisory Committee (CAC) or one of six (6) Focus Groups. The only qualifications to apply were those applicants either lived, worked, or owned a business or property in the City of Coeur d’Alene. The CAC was made up of 22 individuals, and each Focus Group had approximately 8 - 10 people. The goal for this effort was to help start framing the pieces of the plan and future land use map to bring to the public for their input, and get community buy-in along the way. The CAC and Focus Groups were vital to the process by reviewing community feedback from the public engagement efforts and reviewing the vision, guiding principles, goals, objectives and action items, as well as the future land use map and place types. She said they also represented additional community members and were responsible for sharing information with their networks and providing that essential feedback and input on the plan. As a part of the endeavor, a project website was created to involve the public, act as a clearinghouse for FAQs, and for past, current, and upcoming engagements and events, and related documents and resources. She said it also provided a means for citizens to contact team members if they needed help or had questions. She noted a Planning Commissioner served on each of these groups – with Chairman Messina on the CAC and the other Commission Members on each Focus Group. She said additionally, two (2) City Council Members served on the groups – one (1) on the CAC and one (1) on Community & Identity. Staff provided regular progress reviews and input opportunities to City Council and Planning Commission at key points of progress along the document’s

development. She said the results of the public engagement effort were robust with thousands of people and 11,000+ points of data obtained which were used to shape the document construction. She noted there were immeasurable volunteer hours donated to form the City's vision throughout the process, which supplemented City staff time and added a huge amount of value and cost savings to the project. Ms. Anderson noted there were 126 action items in the plan; 81 for CDA2030, and 71 for the City.

Alex Dupey, MIG Inc., gave an overview of comprehensive planning in Idaho and the City's plan requirements, noting there were 17 key elements required which included a land use map (new). He said it was a 20-year timeline and went over the policy framework which included: Vision, Guiding Principles, Goals, Objectives, and Actions. He explained there were separate actions for CDA2030 and the City, and City priorities were set by the City. He noted the key elements of the plan were that it did not change zoning, affect property rights, and did not change building codes or other design requirements. He said the future land use map and implementation strategies would provide a foundation for making future decisions. Mr. Dupey explained that the proposed 2022-2042 Comprehensive Plan was made up of four (4) parts: **Part 1:** Plan Background and Organization established the foundation of the plan and describes the partnership between the City and CDA 2030. Part 1 also provided an overview of comprehensive planning requirements in Idaho, including property rights, and a summary of public engagement throughout the plan development process. **Part 2:** About Coeur d'Alene provided a general overview of the community demographics, City parks, neighborhoods, the transportation network, and included economy and market position within the region. **Part 3:** Policy Framework described the Plan's vision, six (6) guiding principles, and supporting goals and objectives. Each objective described in the policy framework included a number of prioritized actions that assign lead and supporting partners and were found in Appendix A. **Part 4:** Land Use and Design described the existing land use patterns within the City and introduced a series of Place Types that would guide future growth within the Coeur d'Alene ACI. This part of the plan also summarized "Special Areas", which are districts or locations within the City where sub-area planning had occurred or was anticipated, or where special regulations may apply. The Future Land Use map was included in Part 4.

DISCUSSION: Mayor Hammond read the rules of order for a QUASI-JUDICIAL Public Hearing.

Councilmember Gookin asked about mixed-use high density and what was the process for selecting those areas which were not near corridors, with Mr. Dupey stating property was looked at where neighborhoods wanted services and where those smaller pockets were. There were different types: neighborhood walkability, large mixed-use with a variety of housing and commercial. Councilmember Gookin said he was concerned with the smaller high-density areas, and the Kootenai County Fairgrounds property being included in the plan. Senior Planner Sean Holm responded they were charged with identifying all parcels within the City's ACI so they chose the high-density as a best match for the Fairgrounds property. Councilmember Gookin stated there had to be services in downtown; grocery stores, pharmacies, etc. Ms. Anderson responded they had added those opportunities to the plan. Councilmember Gookin stated the downtown parking requirement was ½ space per unit, and felt it was a problem especially without services. He said the total acre amount shown for the downtown core was missing in the document, with Ms. Anderson responding they would correct it. He asked in regard to the Appendix and

implementation plan, with Ms. Anderson noting the approval would be for the City's Comprehensive Plan which included the implementation plan's City and joint action items.

Councilmember Wood asked Ms. Anderson to explain the Comprehensive Plan and why it was required by the State, with Ms. Anderson responding it was a guiding plan, mandated by the State, to assist the City with future growth in the City. She said the City was required to review and update the document periodically, and include an implementation plan and future land use map.

Councilmember English asked where a corner market or small coffee shop type business would fit in the Comprehensive Plan, with Mr. Holm responding it would be considered mixed-use, and retail corridor based.

Mayor Hammond stated he had received comments by email and mail which asked to start the process over, or allow additional time for input. He said he had been involved in governance for 45 years and in those years, he had never seen as much effort as was included by the community in the development of the Comprehensive Plan, and mentioned it would be unfair to discount those efforts. He said there were larger issues at hand, such as labor shortages that remained, and housing issues which were contributing to the overpriced housing market. He stated everyone was entitled to their own views and asked everyone to be respectful and kind to one another.

Mayor Hammond opened the public testimony part of the hearing and the Deputy City Clerk swore in those wishing to give public testimony.

PUBLIC TESTIMONY:

James Giraudo, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting he moved here because of the quality of life and would like the focus to be there. His concern was the current need for more police and fire.

Joe Archambault, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting he was concerned with the current state of streets and parking issues. He said the focus should be on infrastructure.

Julie Lynn, Coeur d'Alene, spoke in opposition of the Comprehensive Plan. She said she was a business owner, and growth was inevitable. She said her concern was even when there was opposition by the community, Council still approved the action, and she felt like the process was just a formality.

Guy Doran, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting the mixed-use areas were of concern. He was also concerned with the plans for the fairgrounds.

Marie Nail, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting she also wished her family to have the opportunity to live and grow in Coeur d'Alene. She stated the Comprehensive Plan was a state requirement and would guide the City towards smart and managed growth.

Mike Baker, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting planning was a process and lots of time and energy had been put into the plan. He stated as the plan moved forward there were opportunities to add and adjust it for coordinated growth as time moved on.

Teresa Borrenpohl, Post Falls, spoke of the Comprehensive Plan, noting she was impressed with the process and felt it had been exemplary, yet noted college students were impacted by the affordable housing issues.

Megan Dardis-Kunz, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting she was drawn to the beautiful community and with growth comes pains. She noted affordable housing impacted college students.

Jennifer Drake, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting she had witnessed the changes and Coeur d'Alene and the City had been growing and changing for over 100 years. She felt the plan was thoroughly vetted and well thought out and asked Council to approve it.

Maren Maier, Spirit Lake, spoke in favor of the Comprehensive Plan, noting she works in Coeur d'Alene and serves as the chair of CDA2030. She said all feedback was reviewed and she believed in the process and that there were common goals throughout the community.

Dan McCracken, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting he participated in one of the focus groups. He said he had received approximately 35 emails from staff keeping him informed along the way and noted all concerns were heard. He was glad to have been able to add input.

Jeanette Laster, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting she wished to mention there were over 400 children in the community who were considered homeless. She also noted there were transportation needs throughout the community that needed addressed.

Glen Warriner, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting the majority of the people of Coeur d'Alene wished to slow growth. He asked Council not to yield to the high-density requests.

Daniel Owsley, Hayden, spoke in opposition of the Comprehensive Plan, noting he had issues with infill (core) housing, and felt the Comprehensive Plan was too vague. He noted those moving to the area were able to work remotely and the City should focus on improving broadband and single-family housing.

Tamie Bremer, Post Falls, spoke in opposition of the Comprehensive Plan, noting current infrastructure needed work before City expansion. She felt growth needed to be managed, and apartments were not an affordable housing solution.

Lynn Fleming, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting high-rise was a viable option. She said building more single-family dwellings was not an option as land was not available, and the City was approaching its build out limit. She stated the Comprehensive Plan addressed those who could not afford a single-family home.

Doug Eastwood, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting concerns with the open space, parks, and trails part of the plan. He asked that the Parks Master Plan be reviewed and standards implemented at this time.

John Bruning, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting he represented the Trails Foundation and Ped/Bike Advisory Committee. He stated there was great input in regard to expanding biking and trail connectivity.

Catherine Bedford, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting she had not heard or seen any information on the planning process. She wondered if Airbnb rentals and seasonal tourists were included in the total population when the plan was drafted. She wished to maintain the quality of life she now had.

James Anton, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting the plan didn't represent the people of Coeur d'Alene. He had concerns about the process and felt there needed to be an independent investigation of the potential problems the proposed plan would cause.

Mayor Hammond called for a recess at 8:41pm., resuming the meeting at 8:47 pm.

Chet Gaede, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting he was impressed with the plan as those involved wished to keep the small-town feel. The reality was the plan was a living document and needed to be vague in nature. He said the community may need more time to provide specific changes to the plan, and suggested accepting written comments for an additional two weeks.

Bruce Mattare, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting the plan called for increased growth and density and wondered if that would help the community. He noted developers would profit the most with high-density housing and that transportation needs should be addressed.

Windy Smith, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, and read a student's essay which described why families were moving to Coeur d'Alene. She asked Council to preserve Coeur d'Alene for the children's sake.

Vern Westgate, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting he had seen uncontrolled growth in other areas, and had seen growth done well. He had concerns with the plan, noting it should plan for where you wanted to be in the future, and said to fix what was broken now.

Mark Tucker, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting he appreciated the efforts that had been put forward. He noted growth was happening, and housing was needed for the population that was currently here. He felt the plan was a well thought out guide for managed growth.

Kevin Hoekendorf, Hayden, spoke in opposition of the Comprehensive Plan, noting Coeur d'Alene would set the trajectory for the surrounding area. Most people moving to the area loved the natural beauty and small-town feel. He had concerns with out of state consultants driving the plan forward.

David Hoekendorf, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting he felt the plan was flawed and should not be approved. He said the plan was too vague and could become a problem. He asked Council to study every detail of the plan, and not approve it just because the process had come to an end.

Todd Butler, Coeur d'Alene, spoke in favor of the Comprehensive Plan, noting he had been a resident for over 30 years. He said he understood a Comprehensive Plan to be visionary, supported the process, and felt it should be respected.

Kelly Stetzcelburger, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting she had been in Coeur d'Alene for over 30 years, and her family had moved to CDA for the safe environment. She said she was for responsible growth.

Suzanne Knutson, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting she was not aware of the public outreach efforts that had happened. Her main concern was for the working class and wondered if advisory groups included the diverse make-up of the community, and were all groups, including the disabled, represented.

Randy Neal, Coeur d'Alene, spoke in opposition of the Comprehensive Plan, noting he had concerns with the plan and CDA2030 being involved. He said he was a 5th generation Idahoan, and rejected the premise it was inclusive of the community at large.

Mayor Hammond closed the public testimony portion of the hearing.

STAFF SUMMARY: Ms. Anderson thanked the public for coming out and supplying their comments on the Comprehensive Plan. She stated the concept of core housing was the place types and would be modeled to Coeur d'Alene, and neighborhoods would be preserved in the plan. She mentioned the Parks Master Plan was recently updated and adopted by Council. She also noted updating the Comprehensive Plan was mandated by the State.

Mr. Holm stated traffic impacts were reviewed for each of the three (3) scenarios: Corridor, District, and Compact. He explained his comments regarding the Kootenai County Fairgrounds property and noted the City didn't have control over the Fairgrounds property as it belonged to the County, yet they were required to include a scenario in the Comprehensive Plan in case it was ever sold and brought into the City.

DISCUSSION: Councilmember McEvers asked what would happen if the Comprehensive Plan was passed now, with Ms. Anderson responding staff would start to work on action items right away. She said it would help guide Council moving forward. Councilmember McEvers stated his understanding was a Comprehensive Plan was a guide and not set in stone, and it would be evolutionary.

Councilmember Evans stated she heard from a lot of people who were not aware of the project and asked staff to explain the public outreach efforts during the planning process. Mr. Holm responded they had used the City website, the Envision project website, press releases, newsletters, email, and the Community Advisory Committee (CAC) and the six (6) focus groups who reached out within their groups as well.

Councilmember Wood stated the Parks Master Plan supporting documentation should be included in the Comprehensive Plan, with Ms. Anderson responding all master plans were included.

Councilmember English stated the disabled and/or elderly populations were included in the Comprehensive Plan discussions.

Councilmember Gookin read letters he received into the record.

MOTION: by Gookin to table the Comprehensive Plan for two weeks in order to receive additional feedback, then withdrew his motion.

MOTION: Motion by Evans, seconded by McEvers, to approve **Resolution No. 22-012**; adopting the 2022-2042 City of Coeur d'Alene Comprehensive Plan.

DISCUSSION: Councilmember English stated he had been through the process many times and it wasn't uncommon for people to feel they received the information last minute, and wished to let the public know Council did listen to their concerns.

Councilmember Gookin stated the real question was density, and the problem of controlling growth, and the Comprehensive Plan did address responsible growth. He stated the number one issue was growth and density. He said he was unsure of the public feedback up to that point. He noted the relation of growth versus housing costs, and said the plan didn't do enough to address downtown housing parking issues. He said the Comprehensive Plan would serve as a guide, yet he had concerns with a nonprofit organization driving the update. He said he would have liked Council to have more input in the plan update and was not supportive of adopting the plan.

Councilmember Wood stated she wasn't on the Council when the consultant was hired to start the Comprehensive Plan update, and noted staff had done what was asked of them. She reiterated the Comprehensive Plan was a guide and there were many other opportunities for the public to comment on various land use planning items, and encouraged the public to continue attending Planning Commission and Council meetings. She said the Comprehensive Plan was well done and she was in support of it.

Mayor Hammond stated he felt there was a misconception that Council wanted high-density development and said he and most of Council weren't in favor, however, there were immediate housing needs in the community. He stated he hoped the Council and Planning Commission would preserve the existing neighborhoods. He mentioned the real issues would continue to be housing and how they would move forward with development.

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

Motion carried.

RECESS: Motion by Gookin, seconded by Wood, to recess to February 25, 2022, at 9:00 A.M. in the Library Community Room, located at 702 E. Front Avenue for Appeal Hearings regarding Revocations and Denial of Business Licenses. **Motion carried.**

The meeting adjourned at 10:13 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

CITY COUNCIL STAFF REPORT

DATE: May 1, 2022
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **SS-22-01c, Cottage Grove Condominiums Phase II, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot, five (5) unit residential condominium subdivision.

HISTORY

Applicant: Dennis Crowley, Property Owner
Paramount Enterprises, LLC
321 W. Galena Street
Butte, MT 59701

Location: 1831 N. Lakewood Drive

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This is a re-plat, of Lot 2 and tract P, Block 4, Cottage Grove Second Addition plat located in Coeur d'Alene, into a one (1) lot, five (5) unit condominium plat. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is now fully developed and ready for final plat approval.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

COTTAGE GROVE CONDOMINIUMS PROJECT AMENDMENT NO. 2-3

BOOK _____, PAGE _____
INSTRUMENT # _____

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 82°16'07" E	10.45
L2	S 87°27'08" W	13.82
L3	N 84°19'16" W	10.90
L4	N 82°16'07" W	102.00
L5	S 82°16'07" E	102.00
L6	N 82°16'07" W	102.00

ANNEXING LOT 2, BLOCK 4, COTTAGE GROVE SECOND ADDITION, AND ADDING UNITS 201, 202, 203, 204, AND 205 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LEGEND

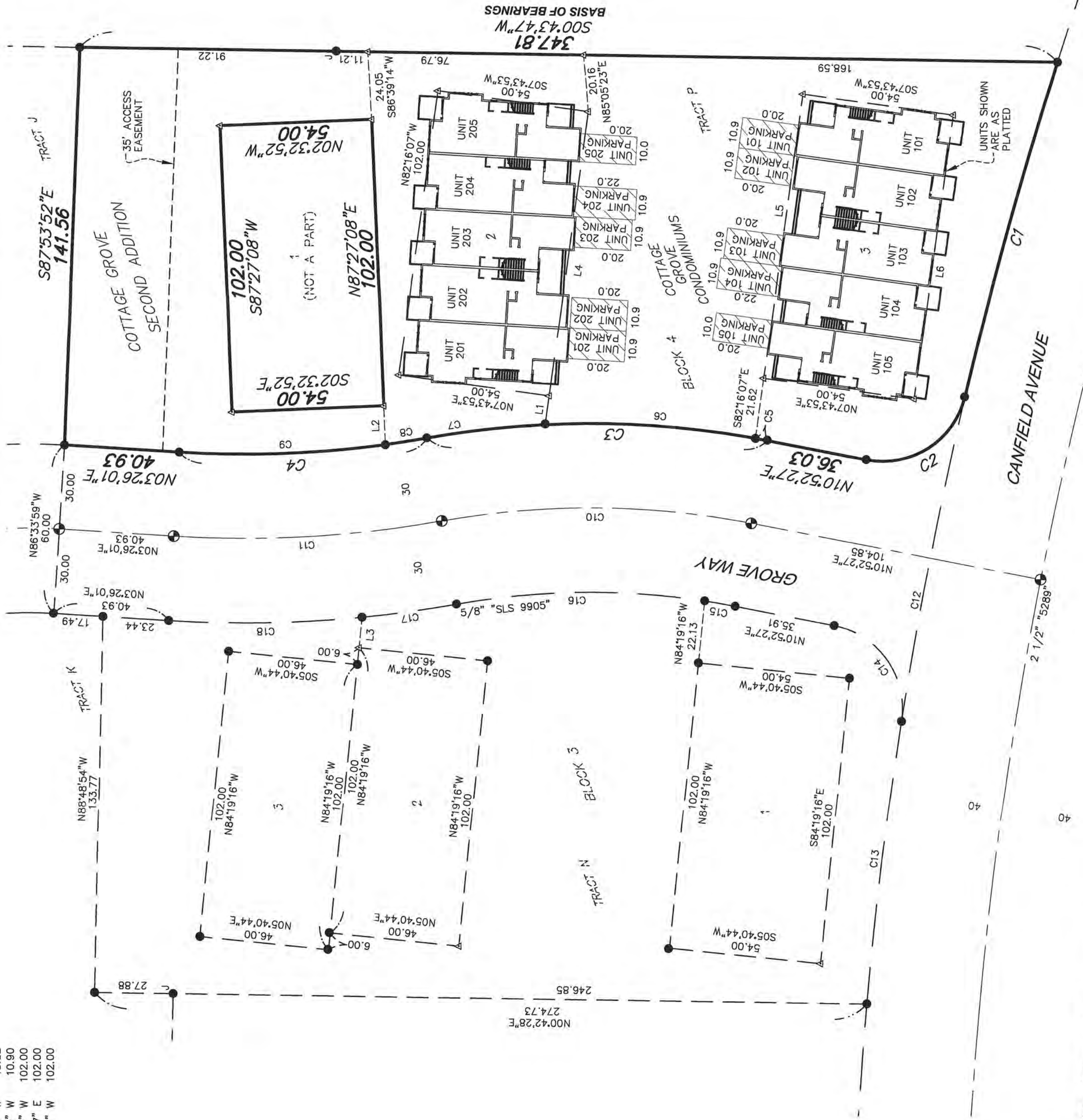
- A = CALCULATED POINT (NOTHING FOUND OR SET)
- = FOUND 5/8" REBAR WITH CAP MARKED "5289" (UNLESS OTHERWISE NOTED)
- = FOUND 5/8" REBAR WITH CAP MARKED "JUB CDA ID 4565"
- H = FOUND 5/8" REBAR WITH CAP MARKED "H2 PLS 12110"
- ⊙ = FOUND 1 1/2" ALUMINUM CAP (UNLESS OTHERWISE NOTED)
- = BOUNDARY LINE
- - - = EXISTING LOT LINE
- - - = RIGHT-OF-WAY LINE
- - - = CENTER LINE
- [Hatched Box] = LIMITED COMMON AREA

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS PROJECT WAS TO DOCUMENT THE DIMENSIONS OF THE UNITS SHOWN HEREON.
 2. THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY EASEMENTS THAT ARE OF RECORD OR IN VIEW, EXCEPT THOSE THAT ARE SHOWN HEREON.
 3. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN US SURVEY FEET.
 4. THE MONUMENTS SHOWN HEREON WERE LOCATED ON JANUARY 27, 2021.
 5. SEE RECORD INFORMATION FOR DOCUMENTS USED ON THIS PROJECT TO ASSIST IN BOUNDARY DETERMINATION. THE RECORD INFORMATION SHOWN HEREON WAS VERIFIED AND THERE WERE NO SIGNIFICANT DISCREPANCIES FROM OUR FIELD OBSERVATIONS.
 6. AREAS LYING OUTSIDE OF LOT 2 AREA COMMON AREAS PER R4.
- RECORD INFORMATION**
- R1 - COTTAGE GROVE SECOND ADDITION, BOOK K, PAGE 456, INSTRUMENT #2460169000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R2 - COTTAGE GROVE CONDOMINIUMS, BOOK L, PAGE 450, INSTRUMENT #2748541000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R3 - RECORD OF SURVEY, BOOK 31, PAGE 682, INSTRUMENT #2823189000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R4 - DECLARATIONS, INSTRUMENT #2748542000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R5 - DECLARATIONS, INSTRUMENT #2750166000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R6 - DECLARATION OF ANNEXATION, INSTRUMENT # _____, RECORDS OF KOOTENAI COUNTY, IDAHO.

CURVE TABLE

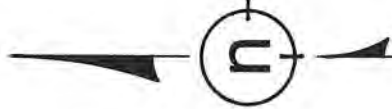
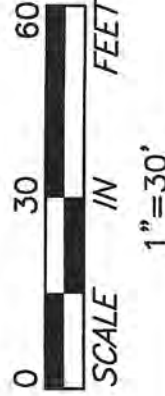
CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	123.40	1570.00	04°30'12"	N 74°40'07" W	123.37
C2	45.97	30.00	87°47'40"	N 33°01'23" W	41.60
C3	121.79	330.00	21°08'45"	N 00°18'05" E	121.10
C4	88.50	370.00	13°42'19"	N 03°25'08" E	88.29
C5	4.33	330.00	00°45'06"	N 10°29'54" E	4.33
C6	75.14	330.00	13°02'49"	N 03°35'56" E	74.98
C7	42.32	330.00	07°20'50"	N 06°35'53" W	42.29
C8	15.01	370.00	02°19'28"	N 09°06'34" W	15.01
C9	73.49	370.00	11°22'51"	N 02°15'24" W	73.37
C10	110.72	300.00	21°08'45"	N 00°18'05" E	110.09
C11	95.68	400.00	13°42'19"	N 03°25'08" E	95.45
C12	117.78	1570.00	04°17'53"	N 79°04'10" W	117.75
C13	101.27	1570.00	03°41'45"	N 83°03'59" W	101.25
C14	46.03	30.00	87°54'27"	N 54°49'40" E	41.64
C15	11.01	270.00	02°20'12"	N 09°42'21" E	11.01
C16	88.64	270.00	18°48'33"	N 00°52'01" W	88.24
C17	33.98	430.00	04°31'39"	N 08°00'28" W	33.97
C18	68.88	430.00	09°10'40"	N 01°09'19" W	68.80



BASIS OF BEARINGS

THE EAST LINE BLOCK 4, COTTAGE GROVE SECOND ADDITION, BEARS SOUTH 00°43'47" WEST, AS SHOWN ON R1.

SECTION INDEX

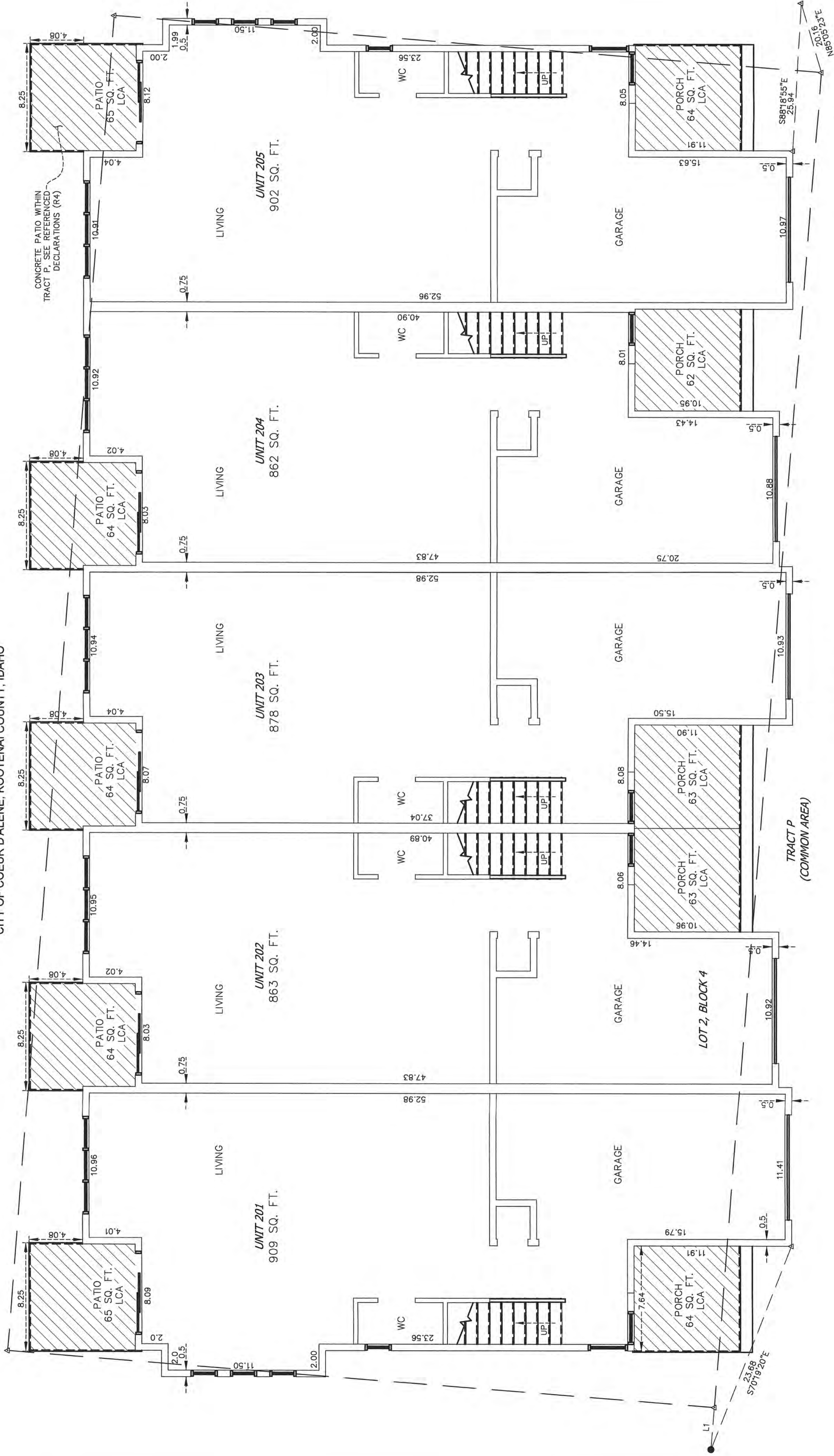


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COTTAGE GROVE CONDOMINIUMS PROJECT AMENDMENT NO. 2-3

ANNEXING LOT 2, BLOCK 4, COTTAGE GROVE SECOND ADDITION, AND ADDING UNITS 201, 202, 203, 204, AND 205
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INSTRUMENT # _____



NOTES

1. FINISHED FLOOR ELEVATION: 2203.95 (NAVD88)
2. CEILING HEIGHT: 9'
3. THESE CONSTRUCTION PLANS FOR "COTTAGE GROVE CONDOMINIUMS" WERE PREPARED BY KOOTENAI ARCHITECTURE. MEASUREMENTS WERE FIELD VERIFIED IN 2021. HEREON, THE PLANS PROVIDED WERE DATED DECEMBER 14, 2021.
4. AREA CALCULATIONS DO NOT INCLUDE EXTERIOR WALLS.
5. LCA = LIMITED COMMON AREA.

1"=5'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 82°16'07" E	10.45

FIRST FLOOR



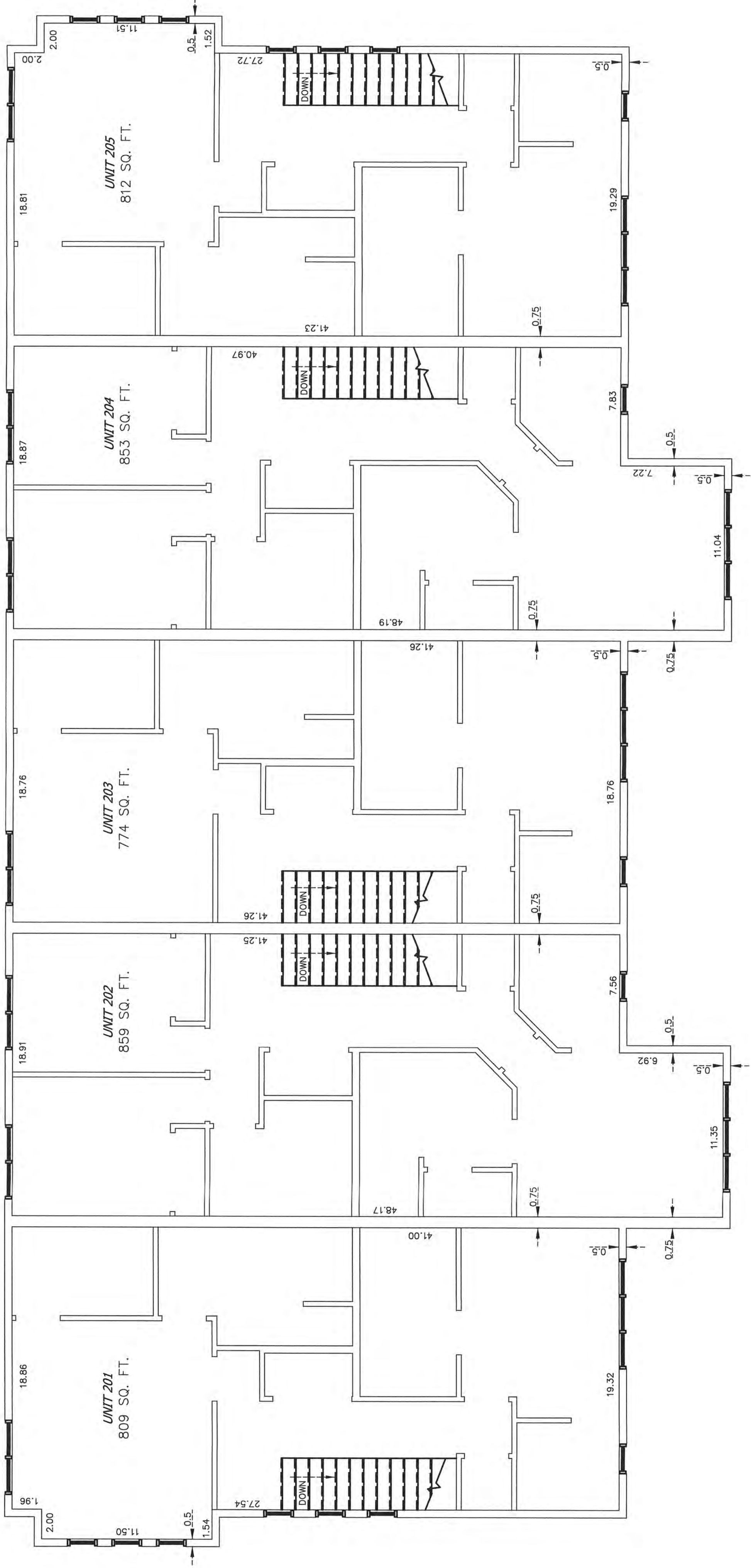
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DATE: FEBRUARY, 2022
PROJECT NUMBER: 2021-328

COTTAGE GROVE CONDOMINIUMS PROJECT AMENDMENT NO. 2-3

ANNEXING LOT 2, BLOCK 4, COTTAGE GROVE SECOND ADDITION, AND ADDING UNITS 201, 202, 203, 204, AND 205
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

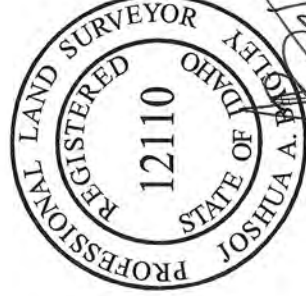
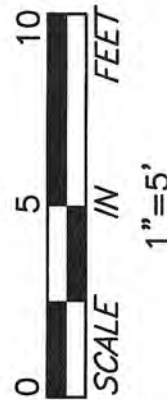
BOOK _____, PAGE _____
INSTRUMENT # _____



SECOND FLOOR

NOTES

1. FINISHED FLOOR ELEVATION: 2213.95 (NAVD88)
2. CEILING HEIGHT: 9'
3. THE CONSTRUCTION PLANS FOR "COTTAGE GROVE CONDOMINIUMS" WERE PROVIDED BY MOMENTUM ARCHITECTURE. MEASUREMENTS WERE FIELD VERIFIED AND SHOWN HEREON. THE PLANS PROVIDED WERE DATED DECEMBER 4, 2020.
4. AREA CALCULATIONS DO NOT INCLUDE EXTERIOR WALLS.



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PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEY.COM

DATE: FEBRUARY, 2022
PROJECT NUMBER: 2021-328

COTTAGE GROVE CONDOMINIUMS PROJECT AMENDMENT NO. 2-3

BOOK _____, PAGE _____
INSTRUMENT # _____

ANNEXING LOT 2, BLOCK 4, COTTAGE GROVE SECOND ADDITION, AND ADDING UNITS 201, 202, 203, 204, AND 205
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS: THAT PARAMOUNT ENTERPRISES, LLC, A MONTANA LIMITED LIABILITY COMPANY, IS THE DECLARANT OF THE COTTAGE GROVE CONDOMINIUMS AS RECORDED AT BOOK L AT PAGE 450, KOOTENAI COUNTY RECORDS, AND IS HEREBY AMENDING SAID DECLARATION TO ANNEX ADDITIONAL LANDS AND ADD ADDITIONAL UNITS AS SHOWN ON THE ATTACHED MAP TO BE KNOWN AS COTTAGE GROVE CONDOMINIUMS PROJECT AMENDMENT #2, AND HEREBY CONSENTS TO THE RECORDATION OF THIS AMENDMENT. THIS AMENDMENT IS AUTHORIZED UNDER ARTICLES 14 AND 15 OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS OF COTTAGE GROVE CONDOMINIUMS, AS RECORDED AS INSTRUMENT #2748542000, RECORDS OF KOOTENAI COUNTY, IDAHO, AND AMENDMENTS THEREOF.

LANDS SUBJECT TO THIS PLAT BEING LOTS 2 AND 3, BLOCK 4, AND TRACT P, COTTAGE GROVE SECOND ADDITION, AS RECORDED IN BOOK 'K', AT PAGE 456, INSTRUMENT #2460169000, RECORDS OF KOOTENAI COUNTY, IDAHO, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.


TOGETHER WITH AND SUBJECT TO:

EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD AND OR APPEARING ON SAID ABOVE DESCRIBED PARCEL.

DECLARATIONS OF COTTAGE GROVE, INSTRUMENT #2748542000, RECORDS OF KOOTENAI COUNTY, IDAHO, (R4), AND THE FIRST AMENDMENT, INSTRUMENT #2715016000 AND THE SECOND AMENDMENT, INSTRUMENT #2886537000, AND THE THIRD AMENDMENT, INSTRUMENT # _____.

BE IT FURTHER KNOWN THAT:

WATER AND SANITARY SEWER SERVICE ARE PROVIDED BY THE CITY OF COEUR D'ALENE.


DENNIS CROWLEY
MEMBER
PARAMOUNT ENTERPRISES, LLC
AUTHORIZED BY ARTICLE 15.3 OF THE DECLARATION
DATE 2/15/22

ACKNOWLEDGMENT

STATE OF Idaho,)
COUNTY OF Kootenai,) ss.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME, DANICA RYAN,
ON THE 15th DAY OF February, 2022.

BY: DENNIS CROWLEY
MEMBER
PARAMOUNT ENTERPRISES, LLC

(SIGNATURE OF NOTARY PUBLIC)

RESIDING AT Post Falls, Idaho

DANICA RYAN
NOTARY PUBLIC-STATE OF IDAHO
COMMISSION NUMBER 20171085
MY COMMISSION EXPIRES 12-6-2023



PANHANDLE HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (OPLE) REPRESENTING THE CITY OF COEUR D'ALENE AND THE OPLE APPROVED THE DESIGN PLAND AND SPECIFICATIONS AND THE CITY ENGINEER HAS GIVEN THE APPROVAL FOR THE CONTINUED SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SANITARY RESTRICTIONS AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BUT THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATED THIS 17th DAY OF February, 2022.


PANHANDLE HEALTH DISTRICT

CITY COUNCIL APPROVAL

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

THIS _____ DAY OF _____, 2022.

COEUR D'ALENE CITY CLERK

CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED

THIS _____ DAY OF _____, 2022.


COEUR D'ALENE CITY ENGINEER

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS

CERTIFICATE HAVE BEEN PAID THROUGH December 31, 2021

THIS 17th DAY OF February, 2022.


KOOTENAI COUNTY TREASURER
Kootenai Co. Treasurer
Deputy Treasurer

KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF DENNIS CROWLEY.

THIS _____ DAY OF _____, 2022, AT _____ M. AND DULY

RECORDED IN _____ OF PLATS AT PAGE(S) _____ AS INSTRUMENT

NUMBER _____

FEE: \$ _____

BY DEPUTY: _____

KOOTENAI COUNTY RECORDER: JIM BRANNON

KOOTENAI COUNTY SURVEYOR

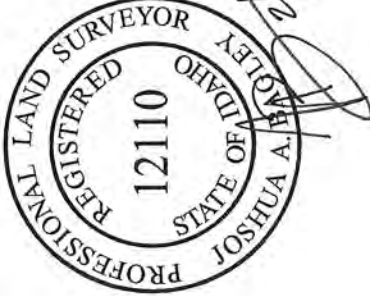
I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET

DATED THIS _____ DAY OF _____, 2022.



SURVEYOR'S CERTIFICATE

I, JOSHUA A. BAGLEY, A REGISTERED OR PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS AMENDMENT TO COTTAGE GROVE CONDOMINIUMS WAS PREPARED UNDER MY DIRECT SUPERVISION FROM DESIGN DRAWINGS AND ACCURATELY REPRESENTS THE CHANGES SHOWN HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE AND LOCAL REQUIREMENTS RELATING TO CONDOMINIUM PLAT AMENDMENTS.



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CITY COUNCIL STAFF REPORT

DATE: May 1, 2022
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-21-01, Heritage Square: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: David B Dodge
J.B. Dodge Company, LLC
P.O. Box 1254
Coeur d'Alene, ID 83816
- b. Location: NE corner of the intersection of US Hwy 95 & Wilbur Avenue.
- c. Previous Action:
 1. Preliminary plat approval, April 13, 2021

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential/commercial development is a re-plat of Tax # 19006 located in Coeur d'Alene. This subdivision created two (2) lots. The infrastructure has been previously installed and accepted by the appropriate departments along with all required conditions. The document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

HERITAGE SQUARE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE
SYSTEM, WEST ZONE (1103) US SURVEY FEET. BEARINGS SHOWN ARE GRID AND
DISTANCES SHOWN ARE GROUND. A CONVERGENCE ANGLE OF -40'45" AND A C.A.P.
OF 1.00009728 WAS CALCULATED AT THE NORTHEAST CORNER OF SECTION 26.

NOTE

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

REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY WELCH COMER AND FILED AT BOOK 30 OF SURVEYS, PAGE 3, RECORDS OF KOOTENAI COUNTY,
IDAHO.
- (R-2) RECORD OF SURVEY FILED AT BOOK 3 OF SURVEYS, PAGE 441, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY EMPIRE SURVEYING & FORESTRY, INC. AND FILED AT BOOK 12 OF SURVEYS, PAGE 98, RECORDS OF
KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY K.A. DURTSCHI & ASSOC., INC. AND FILED AT BOOK 18 OF SURVEYS, PAGE 234, RECORDS OF
KOOTENAI COUNTY, IDAHO.
- (R-5) RECORD OF SURVEY PREPARED BY JUB ENGINEERING, INC. AND FILED AT BOOK 19 OF SURVEYS, PAGE 280, RECORDS OF KOOTENAI
COUNTY, IDAHO.
- (R-6) RECORD OF SURVEY PREPARED BY MECKEL ENGINEERING & SURVEYING, INC. AND FILED AT BOOK 19 OF SURVEYS, PAGE 285,
RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-7) RECORD OF SURVEY PREPARED BY FRAME & SMETANA, PA AND FILED AT BOOK 25 OF SURVEYS, PAGE 149, RECORDS OF KOOTENAI
COUNTY, IDAHO.
- (D-1) WARRANTY DEED FILED AS INSTRUMENT NUMBER 2687232000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-2) WARRANTY DEED FILED AS INSTRUMENT NUMBER 2486426000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D-3) BOUNDARY LINE ADJUSTMENT DEED FILED AS INSTRUMENT NUMBER 285938000, RECORDS OF KOOTENAI COUNTY, IDAHO.

NORTH QUARTER CORNER
FOUND 1" DRILL STEEL PER
CP&F 2528307000

S88°25'26"E 2875.35' (R-5)
S89°23'49"E 2875.44'

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NORTHEAST CORNER
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PLS 4866 PER CP&F 277602000

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HERITAGE SQUARE

A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____
INSTRUMENT No. _____

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF J. B. DODGE COMPANY, L.L.C. FOR
DAY OF _____, 20____, AT _____, M. IN BOOK _____ OF PLATS,
PAGE(S) _____, AS INSTRUMENT NUMBER _____
FEE \$ _____

DEPUTY CLERK
JIM BRANNON, KOOTENAI COUNTY CLERK

CITY COUNCIL CERTIFICATE

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

CITY OF COEUR D'ALENE - CLERK
CITY OF COEUR D'ALENE - CITY ENGINEER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS
CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 2021.
DATED THIS 17th DAY OF February, 2022

KOOTENAI COUNTY TREASURER
Deputy Treasurer

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN
SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER
(QPE) REPRESENTING THE CITY OF COEUR D'ALENE AND NORTH KOOTENAI WATER AND
SEWER DISTRICT APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE
CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE
SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL,
NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED.
BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF
DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED
OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE
DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE
RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE. BY ISSUANCE OF A
CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER
REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DATED THIS 17th DAY OF February, 2022

PANHANDLE HEALTH DISTRICT 1

COUNTY SURVEYOR'S CERTIFICATE

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

DATED THIS _____ DAY OF _____, 20____.



SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST

VICINITY MAP

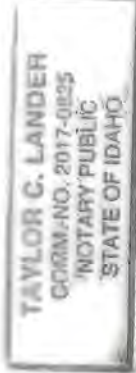
SCALE 1" = 1000'

NOTARY CERTIFICATE

STATE OF IDAHO _____ SS
COUNTY OF KOOTENAI _____

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 16 DAY OF February
IN THE YEAR 20____, BY DAVID B DODGE, THE MANAGER OF THE J. B. DODGE COMPANY, L.L.C., AN
IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC



MY COMMISSION EXPIRES ON 10/21/2023

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE LOTS UNDER THE CITY OF COEUR D'ALENE ORDINANCES
TITLE 16 SUBDIVISIONS. KOOTENAI TITLE REPORT COMMITMENT NUMBER 413160, RECORD
INFORMATION AND FOUND MONUMENTATION, SHOWN HEREON, WERE USED FOR DETERMINING THE
BOUNDARY OF THE PARENT PARCEL.

SURVEYOR'S CERTIFICATE

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

DAVID SCHUMANN
2/15/2022
DATE

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT J. B. DODGE COMPANY, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND HAS LAID OUT THE LAND
EMBRACED WITHIN THIS PLAT TO BE KNOWN AS HERITAGE SQUARE, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE
MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER PER THE CR&T 2778019000, RECORDS OF KOOTENAI COUNTY, FROM WHICH THE CENTER QUARTER CORNER BEARS
NORTH 88°49'19" WEST A DISTANCE OF 2896.28 FEET; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, NORTH 88°49'19" WEST A DISTANCE OF 982.83 FEET TO
A 3 INCH ALUMINUM CAP MARKED "1TD PLS 12318" AT THE INTERSECTION OF SAID SOUTH LINE AND THE NORTH RIGHT-OF-WAY OF WILBUR AVENUE; THENCE ALONG SAID NORTH
RIGHT-OF-WAY, NORTH 73°46'03" WEST A DISTANCE OF 12.45 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY, NORTH 73°46'03" WEST A DISTANCE OF 189.32 FEET TO A 3 INCH ALUMINUM CAP MARKED "1TD PLS 12318";

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY, NORTH 88°49'19" WEST A DISTANCE OF 187.40 FEET TO A 3 INCH ALUMINUM CAP MARKED "1TD PLS 12318" AT THE
INTERSECTION OF SAID NORTH RIGHT-OF-WAY AND THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 96;

THENCE ALONG SAID EAST RIGHT-OF-WAY, ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 28537.90 FEET, AN ARC LENGTH OF 1177.04 FEET, A CENTRAL ANGLE OF
082°2'14", WITH A LONG CHORD THAT BEARS NORTH 03°03'29" EAST A DISTANCE OF 1176.96 FEET TO A 3/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 6374" AT THE
SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED AS TAX NUMBER 12903 IN THE WARRANTY DEED FILED IN BOOK 328, PAGE 240, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG THE SOUTH LINE OF SAID TAX NUMBER 12903, SOUTH 89°51'21" EAST A DISTANCE OF 439.88 FEET TO A 3/8 INCH REBAR WITH YELLOW PLASTIC CAP
MARKED "PLS 6374" AT THE SOUTHEAST CORNER OF SAID TAX NUMBER 12903;

THENCE ALONG THE EAST LINE OF SAID TAX NUMBER 12903 AND THE EAST LINE OF THE PARCEL OF LAND DESCRIBED AS TAX NUMBER 8282 IN THE DEED FILED IN BOOK 286, PAGE
278, RECORDS OF KOOTENAI COUNTY, NORTH 01°03'36" EAST A DISTANCE OF 363.82 FEET TO A 3/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 6374" AT THE INTERSECTION
OF SAID EAST LINE AND THE SOUTH RIGHT-OF-WAY OF AQUA AVENUE;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°57'13" EAST A DISTANCE OF 60.00 FEET TO A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 5078" AT THE
NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED AS TAX NUMBER 25499 IN THE QUIT CLAIM DEED FILED AS INSTRUMENT NUMBER 2663710000, RECORDS OF KOOTENAI
COUNTY, ON SAID SOUTH RIGHT-OF-WAY OF AQUA AVENUE;

THENCE ALONG THE WEST LINE OF SAID TAX NUMBER 25499, SOUTH 01°03'36" WEST A DISTANCE OF 328.66 FEET TO THE SOUTHWEST CORNER OF SAID TAX NUMBER 25499;

THENCE ALONG THE SOUTH LINE OF SAID TAX NUMBER 25499, SOUTH 89°52'54" EAST A DISTANCE OF 601.17 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED
AS TAX NUMBER 24160 IN THE WARRANTY DEED FILED AS INSTRUMENT NUMBER 1454235, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG THE SOUTH LINE OF SAID TAX NUMBER 24160, SOUTH 89°52'10" EAST A DISTANCE OF 173.34 FEET TO A 2.5 INCH ALUMINUM CAP MARKED "PLS 12318" AT THE
INTERSECTION OF SAID SOUTH LINE AND THE WEST RIGHT-OF-WAY OF GOVERNMENT WAY;

THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°04'27" WEST A DISTANCE OF 60.01 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY OF GOVERNMENT WAY AND THE
NORTH LINE OF THE PARCEL OF LAND DESCRIBED AS TAX NUMBER 15821 IN THE WARRANTY DEED FILED AS INSTRUMENT NUMBER 1307088, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG SAID NORTH LINE OF SAID TAX NUMBER 15821, NORTH 89°58'08" WEST A DISTANCE OF 173.14 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP
MARKED "PLS 4194" AT THE NORTHWEST CORNER OF SAID TAX NUMBER 15821;

THENCE ALONG THE WEST LINE OF SAID TAX NUMBER 15821, THE PARCEL OF LAND DESCRIBED AS TAX NUMBER 24380 IN THE WARRANTY DEED FILED AS INSTRUMENT NUMBER
1873296, RECORDS OF KOOTENAI COUNTY, THE PARCEL OF LAND DESCRIBED AS TAX NUMBER 24381 IN THE WARRANTY DEED FILED AS INSTRUMENT NUMBER 1873296, RECORDS OF
KOOTENAI COUNTY AND THE PARCEL OF LAND DESCRIBED AS TAX NUMBER 17480 IN THE QUITCLAIM DEED FILED AS INSTRUMENT NUMBER 1501206, RECORDS OF KOOTENAI
COUNTY, SOUTH 01°04'31" WEST A DISTANCE OF 884.91 FEET TO A ROD IN CONCRETE AT THE SOUTHWEST CORNER OF SAID TAX NUMBER 17480 ON THE NORTH LINE OF THE PLAT OF
RESTLAWN MEMORIAL PARK BLOCK 3 & 4 FILED IN BOOK D OF PLATS AT PAGE 88, RECORDS OF KOOTENAI COUNTY;

THENCE ALONG SAID NORTH LINE OF THE PLAT OF RESTLAWN MEMORIAL PARK BLOCK 3 & 4, NORTH 89°40'08" WEST A DISTANCE OF 388.96 FEET TO A 1/2 INCH REBAR WITH YELLOW
PLASTIC CAP MARKED "PLS 5289" AT THE NORTHWEST CORNER OF SAID PLAT OF RESTLAWN MEMORIAL PARK BLOCK 3 & 4;

THENCE ALONG THE EAST LINE OF THE PARCEL OF LAND DESCRIBED AS TAX NUMBER 24170 IN THE WARRANTY DEED FILED AS INSTRUMENT NUMBER 1710921, RECORDS OF
KOOTENAI COUNTY, NORTH 00°48'13" EAST A DISTANCE OF 4.99 FEET TO A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 5289" ON THE NORTH LINE OF SAID PARCEL OF
LAND DESCRIBED AS TAX NUMBER 24170;

THENCE ALONG THE NORTH LINE OF SAID TAX NUMBER 24170, NORTH 89°53'15" WEST A DISTANCE OF 326.25 FEET TO A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP
MARKED "PLS 5289" TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN TAX NUMBER 24095 IN THE WARRANTY DEED FILED AS INSTRUMENT NUMBER 1710921, RECORDS OF
KOOTENAI COUNTY;

THENCE ALONG THE NORTH LINE OF SAID TAX NUMBER 24095, SOUTH 71°41'22" WEST A DISTANCE OF 79.48 FEET;

THENCE ALONG THE WEST LINE OF SAID TAX NUMBER 24095, SOUTH 01°06'47" WEST A DISTANCE OF 313.32 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 14°27'05" EAST A DISTANCE OF 94.09 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 365.59 FEET, AN ARC LENGTH OF 99.70 FEET, A CENTRAL ANGLE OF 015°37'46" WITH A LONG CHORD THAT BEARS SOUTH
06°38'12" EAST A DISTANCE OF 99.39 FEET;

THENCE SOUTH 01°10'41" WEST A DISTANCE OF 125.34 FEET TO THE **TRUE POINT OF BEGINNING**;

SAID PARCEL OF LAND CONTAINING 21.389 ACRES OF LAND, MORE OR LESS.

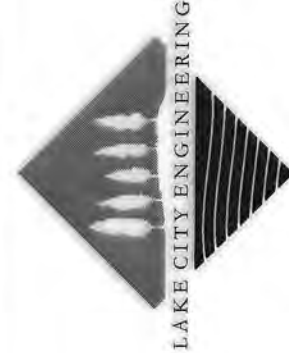
BE IT FURTHER KNOWN THAT:

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

DOMESTIC WATER FOR THIS PLAT IS SUPPLIED BY NORTH KOOTENAI WATER AND SEWER DISTRICT;

DAVID B DODGE, MANAGER
J. B. DODGE COMPANY, L.L.C.

2/16/22
DATE



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

2

2

RESOLUTION NO. 22-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING: A MAINTENANCE AGREEMENT WITH ASG HOLDINGS, LLC, FOR LANDSCAPE AND IRRIGATION IMPROVEMENTS TO RIGHT-OF-WAY; ABANDONMENT OF UNUSED DRAINAGE/UTILITY EASEMENT IN THE SILVER PARK ADDITION; AND ACCEPTANCE OF DONATED ART WORK, "THE MINER," INTO THE CITY'S PUBLIC ART COLLECTION.

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

- A) Maintenance Agreement with ASG Holdings, LLC, for landscape and irrigation improvements in right-of-way areas adjacent to Seltice Way and Atlas Road;
- B) Abandonment of Unused Drainage/Utility Easement on property owned by Kraft Silver Park 2, LLC, and Kraft Silver Park 3, LLC, located in the Silver Park Addition off Mineral Drive;
- C) Accept from Hecla Mining the art work entitled "The Miner" by artist Terry Lee, into the City's public art collection;

and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement 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 agreement and the other action documents, so long as the substantive provisions of the agreement 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 agreement and other documents as may be required on behalf of the City.

DATED this 1st day of March, 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: MARCH 1, 2022

FROM: NICK GOODWIN, URBAN FORESTER

SUBJECT: MAINTENANCE AGREEMENT WITH ASG HOLDINGS REGARDING 3340
ATLAS ROAD

DECISION POINT:

Should the City Council approve a maintenance agreement with ASG holdings to maintain landscaping, turf and irrigation that they wish to install in the trail adjacent City right-of-way abutting Seltice Way and Atlas Road at 3340 N. Atlas Rd.?

HISTORY:

The Urban Forestry Ordinance (§ 12.36.015) identifies abutting property owners as controllers of rights-of-way abutting their property.

This location happens to be an extended piece of right-of-way that is adjacent to the Seltice Trail. This area has been maintained by the Parks Department trail maintenance staff and is currently non-irrigated native grass. This area is mowed with our trail maintenance equipment. Areas like this are generally mowed monthly by our trail maintenance staff during the growing season.

The owner of 3340 N. Atlas Rd. is constructing a gas station adjacent to this location and approached the City of Coeur d'Alene Parks Department adding turf and irrigation to this area to enhance the appearance. The City of Coeur d'Alene Parks and Recreation Director was agreeable to installation of turf and irrigation in this location, but the Parks and Recreation Director would require a maintenance agreement and the property owner would be responsible for maintenance of any landscaping or irrigation installed in this area in conjunction with the Gas Station Project in perpetuity. Similar maintenance agreements are in place at other properties where the owners have installed landscaping in City right-of-way.

PERFORMANCE ANALYSIS:

The installation of turf, landscaping and irrigation in this area would increase the City's maintenance schedule and costs for this right-of-way location without a maintenance agreement. The current non-irrigated native grass is appropriate for this area and, for this reason, it would not be reasonable to add the extra costs of maintenance to Parks Department budget. Therefore, a maintenance agreement with ASG Holdings that includes care for all improvements in these right-of-way locations is in the best interest of the public and recommended by the Parks Department.

DECISION POINT/RECOMMENDATION:

Council should approve a maintenance agreement as it is both beneficial to the property owner, ASG Holdings, in achieving its goals in the overall landscaping of its property and adds no additional cost or work to the City of Coeur d'Alene Parks and Recreation Departments staff or budget.

MAINTENANCE AGREEMENT

In Re: Tax No. 25317 ex Tax No. 9956
And PTN VAC RW (in SW-SW) River URD 2003,
Also known as Parcel No. C-0000-003-6400, in
SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

THIS MAINTENANCE AGREEMENT is made and entered into this 15th day of February 2022, by the CITY OF COEUR D'ALENE, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "CITY," and ASG HOLDINGS LLC, an Idaho Limited Liability Corporation, with its principal office at 1895 W. Alps Street, Coeur d'Alene, Idaho, hereinafter referred to as "ASG," the owner of the above-described property, and do hereby create this perpetual Maintenance Agreement for landscaping.

The Parties agree that their respective responsibilities shall be as follows:

ASG shall maintain any and all landscaping and irrigation, including trees and grass, installed by ASG with the permission of the CITY in the areas adjacent to Seltice Way and Atlas Road, and the trails within said rights-of-way. These areas are highlighted in the Aerial image attached hereto.

The CITY shall maintain the paved portions of the Seltice Way and Atlas Road rights-of-way, as well as the trails within the Seltice Way and Atlas Road rights-of-way. The CITY shall also maintain any public utilities installed within these rights-of-way.


This Instrument is binding upon the Parties who have signed this Agreement and shall be a covenant which runs with the land binding upon all of the heirs, successors, transferees, buyers or holders of the property described above.

IN WITNESS HEREOF, the CITY and ASG have set their hands this 15th day of February, 2022.

CITY OF COEUR D'ALENE

ASG HOLDINGS LLC

By _____
James Hammond, Mayor

By 
ANTANDEEP SINGH (Printed
Name)
OWNER (Printed Title)

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)

) ss.

County of Kootenai)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared James Hammond and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, and the persons whose names are subscribed to the within instrument, and acknowledged that they voluntarily executed the same for the City.

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

Notary Public for Idaho

Residing at _____

My Commission expires: _____

STATE OF IDAHO)

) ss.

County of Kootenai)

On this 15th day of February, 2022, before me, a Notary Public, personally appeared Arijandeep Singh, known to me to be the owner of ASG Holdings LLC, and the person whose name is subscribed to the within instrument, and acknowledged that he/she voluntarily executed the same for the corporation.

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



Alison Palmer
Notary Public for Idaho
Residing at Post Falls
My Commission expires: 8/14/2023



MAINTENANCE AGREEMENT

In Re: Tax No. 25317 ex Tax No. 9956
And PTN VAC RW (in SW-SW) River URD 2003,
Also known as Parcel No. C-0000-003-6400, in
SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

THIS MAINTENANCE AGREEMENT is made and entered into this 15th day of February 2022, by the CITY OF COEUR D'ALENE, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "CITY," and ASG HOLDINGS LLC, an Idaho Limited Liability Corporation, with its principal office at 1895 W. Alps Street, Coeur d'Alene, Idaho, hereinafter referred to as "ASG," the owner of the above-described property, and do hereby create this perpetual Maintenance Agreement for landscaping.

The Parties agree that their respective responsibilities shall be as follows:

ASG shall maintain any and all landscaping and irrigation, including trees and grass, installed by ASG with the permission of the CITY in the areas adjacent to Seltice Way and Atlas Road, and the trails within said rights-of-way. These areas are highlighted in the Aerial image attached hereto.

The CITY shall maintain the paved portions of the Seltice Way and Atlas Road rights-of-way, as well as the trails within the Seltice Way and Atlas Road rights-of-way. The CITY shall also maintain any public utilities installed within these rights-of-way.


This Instrument is binding upon the Parties who have signed this Agreement and shall be a covenant which runs with the land binding upon all of the heirs, successors, transferees, buyers or holders of the property described above.

IN WITNESS HEREOF, the CITY and ASG have set their hands this 15th day of February, 2022.

CITY OF COEUR D'ALENE

ASG HOLDINGS LLC

By _____
James Hammond, Mayor

By 
ANJAN DEEP SINGH (Printed
Name)
OWNER (Printed Title)

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)

) ss.

County of Kootenai)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared James Hammond and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, and the persons whose names are subscribed to the within instrument, and acknowledged that they voluntarily executed the same for the City.

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

Notary Public for Idaho

Residing at _____

My Commission expires: _____

STATE OF IDAHO)

) ss.

County of Kootenai)

On this 15th day of February, 2022, before me, a Notary Public, personally appeared Arijandeep Singh, known to me to be the owner of ASG Holdings LLC, and the person whose name is subscribed to the within instrument, and acknowledged that he/she voluntarily executed the same for the corporation.

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



Alison Palmer
Notary Public for Idaho

Residing at Post Falls

My Commission expires:

8/14/2023



**City Council
Staff Report**

DATE: MARCH 1, 2022

FROM: CHRIS BOSLEY – CITY ENGINEER

**SUBJECT: REQUEST FOR APPROVAL OF SILVER PARK ADDITION EASEMENT
ABANDONMENT**

=====

DECISION POINT:

Should Council approve the Silver Park Addition easement abandonment on properties owned by Kraft Silver Park 2, LLC. and Kraft Silver Park 3, LLC.?

HISTORY:

During the platting of the Silver Park Addition off of Mineral Drive, easements were recorded for water, sewer, and storm/drainage. Since the original platting, utilities were installed to serve properties without the need for all of the prescribed easements. Additionally, historic drainage that flowed in the subject easement has been disrupted by development to the west, rendering the easement impractical. In order for the owner of both parcels to develop over the property line, the easement must be abandoned.

FINANCIAL ANALYSIS:

No cost will be incurred by the City for this abandonment.

PERFORMANCE ANALYSIS:

This easement abandonment will allow the property owner to move forward with their planned development of the properties.

DECISION POINT/RECOMMENDATION:

Council should approve the Silver Park Addition easement abandonment on properties owned by Kraft Silver Park 2, LLC. and Kraft Silver Park 3, LLC.

ABANDONMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF COEUR D'ALENE, IDAHO**, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho, the dominant tenant, does hereby abandon the following described easement, for the reason that said easement is no longer needed for City or public purposes:

That certain Drainage/Utility Easement
Located on either side of the boundary line between
Lots 2 and 3, Block 2, Silver Park Addition
As shown on the Plat recorded in Book G of Plats, page 23
And approved by the City Council on August 4, 1992

over and through the following described property:

Lot 2, Block 2, Silver Park Addition
Also known as 6485 N. Mineral Drive, Coeur d'Alene, Idaho

And

Lot 3, Block 2, Silver Park Addition
Also known as 6525 N. Mineral Drive, Coeur d'Alene, Idaho

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 1st day of March, 2022.

CITY OF COEUR D'ALENE

By _____
James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On the 1st day of March, 2022, before me, a Notary Public, personally appeared JAMES HAMMOND and RENATA McLEOD, known or identified to me to be the Mayor and City Clerk of the City of Coeur d’Alene, and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On the _____ day of March, 2021, before me, a Notary Public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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: _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That HECLA MINING COMPANY, a Delaware Corporation, licensed to do business in the State of Idaho, is the owner of the real property hereinafter described and intends to include said property in said plat.

A tract of land situated in the West 1/2 of the Southeast 1/4 of Section 26, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Commencing at a found brass cap monumenting the Southeast Corner of said Section 26; thence along the southerly line of said Section 26, N 88°49'36" W 2661.77 ft. to a found steel pin monumenting the South 1/4 Corner of said Section 26, thence leaving said southerly line along the westerly line of the Southwest 1/4 of the Southeast 1/4 of said Section 26, N 0°42'57" E 41.00 ft. to a set iron pipe, said iron pipe being the REAL POINT OF BEGINNING;

thence, continuing along said westerly line of the Southwest 1/4 of the Southeast 1/4, N 0°42'57" E 1276.68 ft. to a set steel pin monumenting the Southwest Corner of the Northwest 1/4 of the Southeast 1/4;

thence, N 0°43'40" E 397.96 ft. along the westerly line of said Northwest 1/4 of the Southeast 1/4 to a set steel pin; thence leaving said westerly line, S 88°49'36" E 657.88 ft. to a set steel pin;

thence southerly 17.93 ft. along the arc of a circular curve concave to the northwest, said curve having a radius of 1530.00 ft., a central angle of 0°40'17" and a long chord that bears S 0°34'21" W, 17.93' to a set steel pin; thence S 88°49'36" E 403.30 ft. to a set steel pin on the westerly right of way line of U.S. Highway 95; thence southerly along said westerly right of way line as follows:

southerly 475.00 ft. along the arc of a circular curve concave to the southeast, said curve having a radius of 28575.90 ft., a central angle of 0°56'47" and a long chord that bears S 0°35'12" E 475.00 ft. to a set steel pin; thence S 01°02'50" E 1182.77 ft. to a set steel pin;

thence continuing S 01°02'50" E 41.03 ft. to a set steel pin on the southerly line of said Section 26;

thence leaving said westerly line, along said southerly line, N 88°49'36" W 1109.76 ft. to said South 1/4 Corner; thence leaving said southerly line along the westerly line of said Southwest 1/4 of the Southeast 1/4 of said Section 26, N 0°42'57" E 41.00 ft. to the REAL POINT OF BEGINNING.

The above described tract of land contains 42.52 acres, more or less, subject to all existing easements and rights of way. Street rights of way, as shown hereon, are hereby dedicated to the public. The easements, as shown hereon, are not dedicated to the public, but the right to use said easement, for the uses shown hereon, is hereby reserved for the public and no permanent structures shall be erected on or over said easement.

Michael B. White

HECLA MINING COMPANY
By Michael B. White,
Vice President-General Counsel & Secretary

ACKNOWLEDGEMENT

State of Idaho)
County of Kootenai) ss.

On this the 4th day of November, 1992, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael B. White, known to me to be the Vice President-General Counsel & Secretary of HECLA MINING COMPANY, the officer who executed the above instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public, for
Residing at Coeur d'Alene, ID
Commission Expires Aug 24, 1997

COUNTY RECORDER

#1284600
I hereby certify that this Plat of SILVER PARK was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of Hecla Mining Co., this 4th day of November, 1992, at 4:44 o'clock P.M., and duly recorded in Plat Book 6, at Pages 23 and 24 9110

Kootenai County Recorder

SURVEYOR'S CERTIFICATE

I, Ernest M. Warner, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that this plat of SILVER PARK SUBDIVISION as shown hereon was prepared from an actual survey made on the ground under my supervision and accurately represents the points plotted hereon, and is in conformity with the Idaho Code relating to plats and surveys.

Ernest M. Warner, P.L.S.
REG. NO. 4565
PLAT OF SILVER PARK SUBDIVISION

CITY COUNCIL APPROVAL

This plat of SILVER PARK SUBDIVISION approved by the City Council of Coeur d'Alene, Idaho this 18th day of August, 1992.

Mayor
Attest:
Susan K. Warkley
City Clerk
Coeur d'Alene, Idaho

CITY ENGINEER

I, Jim Markley, as Coeur d'Alene City Engineer, hereby certify that I have examined this Plat of SILVER PARK SUBDIVISION and approved the same this 18th day of November, 1992.

Jim Markley, City Engineer

COUNTY SURVEYOR

I hereby certify that on this 23rd day of November, 1992, I have examined this Plat of SILVER PARK SUBDIVISION and approved the same.

David A. Burt
Kootenai County Surveyor
PLAT OF SILVER PARK SUBDIVISION

HEALTH DISTRICT APPROVAL

Sanitary Restrictions:

A Sanitary Restriction according to Idaho Code 50-1326 to 50-1329 is imposed on the Plat. No building, dwelling, or shelter shall be erected until Sanitary Restriction Requirements are satisfied and lifted.

This Plat approved this 12th day of Nov, 1992.

David A. Burt
Panhandle Health District

Sanitary Restriction satisfied and lifted this 12th day of Nov, 1992.

David A. Burt
Panhandle Health District

COUNTY TREASURER

I hereby certify that on this 4th day of November, 1992, the required taxes on the herein platted land have been paid through Dec 31, 1991.

Jannine L. Ashcraft
Kootenai County Treasurer

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: **MARCH 1, 2022**

FROM: **TROY TYMESEN, CITY ADMINISTRATOR**

SUBJECT: **ACCEPTANCE OF DONATED ART PIECE “THE MINER” TO CITY OF
COEUR D’ALENE’S PUBLIC ART COLLECTION**

DECISION POINT: Should the City accept the donation from Hecla Mining of the life size bronze statue entitled “The Miner” by artist Terry Lee, valued at \$50,000, to the City’s public art collection?

HISTORY: The City of Coeur d’Alene Arts Commission Public Art Policy, adopted by the City Council pursuant to Resolution No. 00-101 on November 2, 1999, amended by Resolution No. 08-017 on April 1, 2008, and amended by Resolution No. 17-027 on May 2, 2017, designates the Coeur d’Alene Arts Commission as the standing committee charged by the City Council to oversee the Public Art program. Oversight responsibilities of the commission include donations of artwork to the public collection.

The City of Coeur d’Alene Arts Commission is excited to add an additional piece of art to the City’s collection. The donated statue will be added to the History Walk on Front Street near McEuen Park. The History Walk currently displays a Lumber Jack, Farmer, Working Man, and Suffragist. The various art pieces represent the historic foundation of the City of Coeur d’Alene.

The Arts Commission, at their meeting held on February 22, 2022, voted unanimously to accept the donated piece of art known as “The Miner,” and to recommend that Council accept the donated art piece, valued at \$50,000. Pursuant to finishing foundry work, the artwork would be scheduled for completion and installation in June 2022.

FINANCIAL: Hecla Mining has agreed to the total financial donation in the amount of \$50,000, which will cover the full cost to Terry Lee Studio, Inc., to complete the art piece. There will be costs associated with the installation of the piece, which will be covered by the public art fund. There is a dedicated art maintenance fund to pay ongoing expenses. The art piece will be included in the City’s assets and covered by insurance.

PERFORMANCE ANALYSIS: Donations of a quality piece of art is an extremely cost-effective way to enhance and build upon the City’s impressive public art collection. Public art can be a change agent for the community. It creates and establishes neighborhood and community identity, and also enhances the visual landscape and character of the City. It turns ordinary spaces into community landmarks, promotes community dialogue and, most importantly, is accessible to everyone.

DECISION POINT/RECOMMENDATION: Council should approve the donation of the life size bronze statue entitled “The Miner” as an addition to the History Walk on Front Street.

“The Miner”

Artist: Terry Lee





**Approve the Donation of the
Art Piece Entitled
“The Miner”
to the
City’s Public Art Collection.**



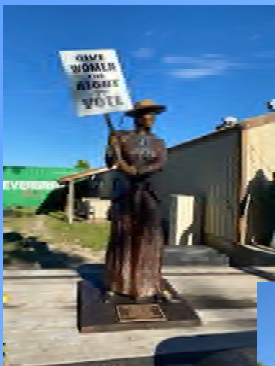
“The Miner”

Artist: Terry Lee



History Walk Art

**Suffragist
Lumber Jack
Idaho Farmer
Working Man**



**Approve the Donation of
Public Art entitled “The Miner” to
the City’s Public Art Collection.**



OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: MARCH 1, 2022

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: REPEAL OF CHAPTER 15.24, COEUR D'ALENE MUNICIPAL CODE, SIGN CODE; ENACTMENT OF A NEW SIGN CODE AS CHAPTER 15.50, COEUR D'ALENE MUNICIPAL CODE, SIGN CODE; AND REPEAL OF CHAPTER 2.46, SIGN BOARD

DECISION POINT: Should the City Council repeal Chapter 15.24, Coeur d'Alene Municipal Code, Sign Code; enact a new Chapter 15.50, Coeur d'Alene Municipal Code, Sign Code; and repeal Chapter 2.46, Sign Board?

HISTORY: The City's Sign Code, Chapter 15.24, has not been revised since 2007. In 2015, the United States Supreme Court issued an important decision on the constitutionality of local sign regulations. In the case of *Reed v. Town of Gilbert*, 576 U.S. 155, 135 S.Ct. 2218 (2015), the Supreme Court invalidated selected provisions of the Gilbert, Arizona, sign code as being in violation of the First Amendment to the United States Constitution. Since then, several federal and state courts have analyzed a wide variety of sign regulations under the holdings of *Reed*, finding many of them unconstitutional. In the opinion of the City's Legal Department, there are many portions of the City's current Sign Code which would likely fall in the face of court scrutiny as well. Additionally, in recent years, City staff has experienced many difficulties in the interpretation and enforcement of the current Sign Code, particularly in matters involving banners and feather signs, A-frame signs, signage for strip malls, electronic messaging signs, and political and other temporary signs. Finally, the Sign Board, which was created to perform functions regarding signs, has not met for several years as no issues within its purview have arisen. Its continuance is not felt to be efficient or necessary.

Municipal Services staff, Hilary Anderson, Chris Bosley, Shawn Youngman, and Randy Adams met several times to discuss the need for revisions and to review several sign codes from cities throughout the state of Idaho, including Meridian, Idaho Falls, Pocatello, Boise, Hayden, and Post Falls. Additionally, the working group reviewed codes from Kootenai County, Missoula, Montana, and Spokane, Washington. During this timeframe, the Region 1 and Region 2 Association of Planners held meetings to discuss the best practices for sign regulations, which were taken into consideration by the working group. Model codes from the International Municipal Lawyer's Association were reviewed. A proposed new Sign Code has now been drafted, incorporating the lessons learned from *Reed*, the experiences of other jurisdictions, and the recommendations from other professional groups. The current Sign Code is found at Chapter 15.24 of the Municipal Code. To avoid confusion and signify that the new Sign Code is significantly different, it was felt that the new Sign Code should be codified in a new Chapter, Chapter 15.50.

Sign Companies that have pulled permits in the past three years were provided a draft of the proposed changes on September 28, 2020 and again on October 5, 2020. Additionally, the proposed code was posted to the City's webpage and a link provided within the Municipal Milestone. Three comments were received, one from a marketing company and one from Lamar Sign company requesting more

placements of billboards and legal input regarding off premise advertising. One comment was received from the Downtown Association requesting A-frame signs be allowed for a period of 90 days or more. Due to the delay in bringing this item forward, staff reposted the code and notified the sign companies we would take any additional input and clarified we had not made any changes to the code from the last contact. At this point, staff has not made any amendments to the proposed code based on those comments.

Updates since the February 7, 2022 subcommittee meeting include the definition of a vision triangle, clarification of responsible party to include campaign, and that a temporary sign can be removed without a thirty-day notice.

FINANCIAL ANALYSIS: Some changes to the permitting process are being suggested, including a reduction in the number of exemptions from the Sign Code or the application process. This may affect the income from permit fees to a degree that's unclear at this time. Otherwise, there will be no financial impact to the City.

PERFORMANCE ANALYSIS: Due to the complexity of the City's current Sign Code and the trend in court decisions to invalidate traditional sign regulations in whole or in part, the Legal Department felt that a re-write of the Code, instead of merely a revision, would be the most efficient means of addressing the issues. This does not mean that all of the provisions of the current Sign Code should be abandoned, but it seems both necessary and prudent that the Code requires reorganization and extensively editing.

In summary, the Supreme Court in *Reed* said: "Content-based laws---those that target speech based on its communicative content---are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests." In other words, if a sign must be read to determine which regulation applies to it, the code is "content-based." The standard imposed for such signs is almost impossible to satisfy. Based on this premise, courts have invalidated a sign code when: (1) it allowed *some*, but not all, signs on public property; (2) when it banned all signs on private property; (3) when it banned all signs in residential areas; (4) when it established different duration limits for different signs; (5) when it exempted some signs but not others from the permitting process; (6) when there were different limits as to number and size on the purpose of the sign; and (7) when it treated commercial signs more favorably than noncommercial signs or some noncommercial signs more favorably than other noncommercial signs. Cities, of course, can impose reasonable "time, place, and manner" regulations for signs, but any such regulations must be "content-neutral," meaning that the same time, place, and manner regulations apply regardless of what the sign says.

The City's current Sign Code contains several sections which would likely lead a court to invalidate it in whole or in part. For example, the number, size, and duration of a temporary sign depends on what the sign says. Temporary signs include real estate signs, event locator signs, promotion signs, political signs, and construction area signs. Some signs are allowed to be in the public right-of-way, such as A-frame signs, banners, community signs, residential/commercial subdivision entry signs, and event locator signs. Other signs are not allowed on public property, such as political signs, construction area signs, and shopping center signs. Some signs are exempted from the permit process, such as real estate signs, institutional signs, directional signs, credit card signs, and particular flags. Most signs require a permit. In fact, one court invalidated a sign code because it exempted governmental signs from obtaining a permit, similar to our current Sign Code.

The following is a summary of the proposed new Sign Code as compared to the Current Code.

CURRENT CODE	PROPOSED CODE
68 terms defined	16 terms defined
19 exemptions from the Code's regulations	9 exemptions from the Code's regulations
Statement and Purpose sections are conclusory, underinclusive, and do not meet the requirements of <i>Reed</i> and subsequent cases	Statement and Purpose sections are expanded and reworded to satisfy the requirements of <i>Reed</i> and subsequent cases
Does not specify the contents of the permit application or who is responsible for compliance with the Code	Clarifies what the application must contain; states that the owner of the property on which the Sign is or will be located, the applicant for the Sign permit, and the owner of the Sign are jointly responsible for compliance with the provisions of the Sign Code
Enforcement requires notice to comply, a civil citation, followed by a misdemeanor citation, and the possibility of injunctive relief	Eliminates the <i>requirement</i> for written notice prior to enforcement, keeps the civil and misdemeanor citations, and injunctive relief; provides for the removal of signs by the City after notice and an opportunity to be heard, and allows the City to recover its costs of removal
Nonconforming signs	No substantive changes
Many types of signs are addressed in separate sections	All signs are categorized as permanent or temporary, and freestanding or attached
Freestanding signs	No substantive changes
Attached sign section is vague and ambiguous; allows a maximum of 3 square feet per frontage foot less the area of any Freestanding signs existing or proposed; provides that signs may be no more than 30 feet above grade	Attached sign section is clarified; provides that only one frontage may be used to calculate the allowed area; modifies the 30-foot height limit for rooftop signs to a maximum of 10 feet or 1/3 of the building height, whichever is less.
A-frame signs subject to an annual permit with unlimited renewal; A-frame signs may be used for any purpose	A-frames signs limited to 90 days like all other temporary signs, with one renewal; provides that they may only be used when road or sidewalk closures, construction, or similar events or conditions impair the visibility of permanent signs, access, or parking, or when advertising for a special event, sale, grand opening, or similar event
Awning and canopy signs, projecting signs, and roof signs are addressed in separate sections	Awning and canopy signs, projecting signs, and roof signs are included under "attached signs"
Banners section addresses permanent onsite banners and banners over public rights of way; sets maximum size and dimension; sets clearance over walkways and driving surfaces; establishes spacing requirements	The definition of "Banner" is expanded to include devices referred to as blade, feather, sail, shark fin, swooper, teardrop, triangle, and wind flags; addresses temporary banners; makes Banners subject to the Freestanding and Attached signage size allowance; eliminates clearance requirements as all signs require the same clearance; eliminates spacing requirements

Billboards and off premises signs are prohibited; existing billboards may remain under some circumstances	No substantial change, but two separate sections are combined into one single section
Construction signs section restricts content; differentiates between commercial and residential developments in terms of number, size, and height; requires removal 60 days after completion of the project; prohibits illumination only for commercial/industrial projects	Removes restrictions based on content; differentiates between residential zones and all other zones in terms of size and height; removes the number restriction; reduces the removal time to 30 days; removes the illumination prohibition for commercial/industrial projects
Electric Signs section does not contain illumination standards, and does not explicitly limit size	Electric Signs section adds illumination standards, clarified video signage is allowed, and makes them subject to Freestanding or Attached signage size allowance as applicable
Event Locator and Promotion signs – imposes restrictions unique to event locator and promotion signs, including size and when they may be displayed	Event Locator and Promotion signs - includes event locator and promotion signs with other temporary signs, treating them all alike
Political signs – imposes restrictions unique to political signs, including size and when they may be displayed	Political signs – includes political signs with other temporary signs, treating them all alike
Residential and Commercial Subdivision entry signs – restricts content, differentiates between height and size based on commercial or residential use	Residential and Commercial Subdivision entry signs – deletes restrictions on content; eliminates different restrictions on height and size based on use
Shopping centers – distinguishes between regional and community shopping centers; prohibits extension over public property; allows only one Freestanding Sign; establishes maximum size for Freestanding Sign different from other uses	Shopping centers – eliminates distinction between regional and community shopping centers; allows extension over public property with encroachment permit as with other signs; allows one Freestanding Sign per street frontage; makes all signs subject to the Freestanding and Attached signage allowances
	Murals/Wall signs clarified as signage versus decorative
	Non-commercial signs within a residential zone not to exceed 8 square feet
Approximately 31 pages	Approximately 19 pages

Cautions. The courts have been fairly aggressive about finding sign codes unconstitutional if there is even a hint of content-based regulation. The proposed Sign Code does not take this extreme position. It retains some regulations which staff believes are defensible, although some courts have invalidated similar provisions. It is felt that the City's interests in the health, safety, property and welfare of the public, and the neat, clean and, orderly appearance of the city are "compelling," and the distinctions retained in the proposed Code are "narrowly tailored." The City will still exempt governmental signs and a few other types of signs from the Sign Code because staff did not believe the City wants to be in the business of having to issue a permit for everything that could be called a "sign." Although the regulations are modified, shopping center signs, and residential/commercial subdivision signs have regulations which are not applicable to other freestanding signs. Fourth, the new Code retains the size

difference between commercial and residential construction signs because there's usually a difference in the size of the project. Likewise, the new Code retains the size difference in Real Estate signs based on the number of units being sold. It seems that the City would get more blowback if it tried to go entirely content-neutral than if it retained some content-based regulations that seem universally accepted in our community and legally defensible.

DECISION POINT/RECOMMENDATION: Council should repeal Title 15, Chapter 15.24, Coeur d'Alene Municipal Code, Sign Code; enact a new Sign Code as Title 15, Chapter 15.50, Coeur d'Alene Municipal Code, Sign Code; and repeal Title 2, Chapter 2.46, Sign Board.



Sign Code Update

2022



Why are we making changes?

Constitutionality – can no longer regulate signs by content

Simplification – should reflect current practices and provide clarity to staff and end-users i.e. mall/multiple tenant sites

- Higher use of more economical style of signs such as banners/flags – needed clarity
- No sign appeals received in the over 5 years, no need for the Sign Board Code



Highlights

- Removes any restriction related to content
- Condensed:
 - Less Terms defined (68 before 16 now)
 - Previously 19 exemptions now 9
 - Simplified sign types as Permanent, Temporary, Freestanding or Attached, with clarity to each type
 - 19 pages versus 31 pages
- Clarifications to the application (Responsible party clarified)
- Clarification of enforcement process



Stakeholder Input

Public comments were solicited to sign contractors in November 2020 and link posted with the December 2020 issue of the Municipal Milestone and again January 2022.

Input Provided:

- Staff
- Association of Planners from Region 1 and 2
- Municipal Lawyer's Association Model codes reviewed
- Emailed to Sign Contractors (2x)
- Posted to the Website for public consumption (2x)
- 3 Comments received from local companies concerned about the lack of billboards
 - o Noted that the section pertaining to billboards has not changed
 - o Legal review with Lamar regarding Billboards/off-premise signs

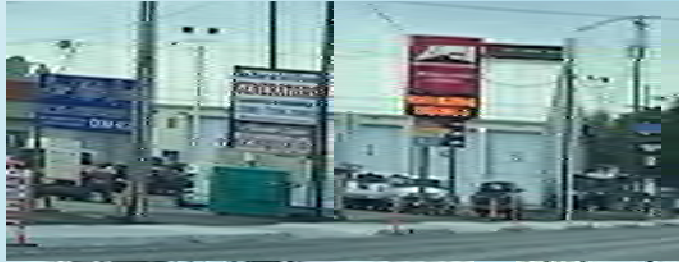
1 Comment from the Downtown Association noting that A-frame signs should be allowed for a minimum of 6 months and/or up to a year.



Sign Clutter



Examples of Sign Clutter



How much is enough?



Type of Signs

There are two main categories.

Permanent: Is either freestanding or attached. Includes Awnings/Canopies; Projecting; Roof; Billboards and Illumination/Electronic Displays; Shopping Center signs; and Residential/Commercial Subdivisions

Temporary: Valid for 90 days with one extension. Includes A-frames; Banners; Construction; Real Estate; Event/promotional; and Mural/wall signs.



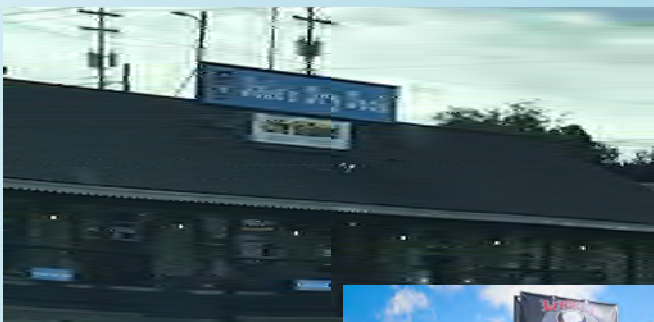
Shopping Center (Permanent, Freestanding)



Permanent, Attached



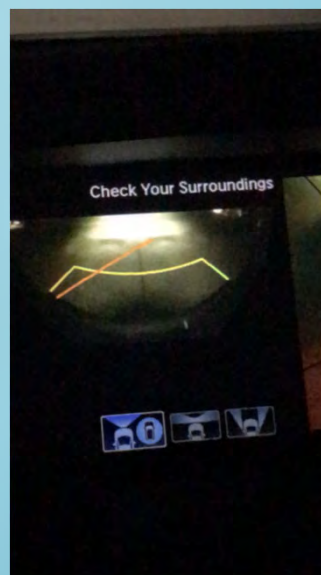
Roof signs



Electronic message



NOT O.K.



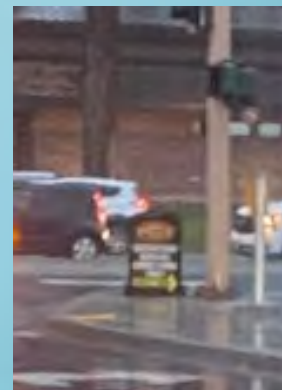
Temporary

90 days (with one 60 day extension)

-Event/Promotion sign



A-Frame Signs



Banner Signs



How do sign allowances work?



225' parcel frontage on
Government Way

Total sign allowance is calculated by multiplying the street frontage of a parcel by three (3).

Example:
225' frontage multiplied by three (3) = 675 total signage.



Freestanding Sign Allowance



How is the freestanding allowance calculated?

By multiplying (X) the street frontage measurement multiplied (X) by the driving lane factors then multiply (X) by the density factor then adding (+) in the sign area factor.

Example of Formula:

Sign Size Formula	Street frontage measurement	Driving Lane Factor (Chart F)	Density Factor	=	Sign area Factor	Total Sq. Ft.
Commercial C-17, C-17L	225'	1.75 X	.25	98	+ 32	= 130

Chart F:

Lanes	Driving Lane Factors
1-2	1.00
3	1.50
4	1.75
5+	2.00

Total allowance

675 sq. ft.

Deduct Freestanding

130 sq. ft.

Wall Signage Total

545 sq. ft.



Maintenance – Accident's happen



Action Requested

**Provide guidance to staff; Approve the
Municipal Code Chapter 15.50 Repeal
and approval of new Chapter 15.50
entitled Sign Code**



ORDINANCE NO. _____
COUNCIL BILL NO. 22-1002

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BY REPEALING MUNICIPAL CODE CHAPTER 2.46, ENTITLED "SIGN BOARD," REPEALING CHAPTER 15.24, "SIGN CODE," AND ADOPTING A NEW CHAPTER 15.50 ENTITLED "SIGN CODE"; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the General Services/Public Works Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene 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 Coeur d'Alene Municipal Code Chapter 2.46, entitled "Sign Board," is hereby repealed.*

SECTION 2. *That Coeur d'Alene Municipal Code Chapter 15.24, entitled "Sign Code," is hereby repealed.*

SECTION 3. *That Coeur d'Alene Municipal Code Chapter 15.50 is adopted to read as follows:*

**CHAPTER 15.50
SIGN CODE**

Article I. TITLE, PURPOSE, AND GENERAL GUIDELINES

15.50.100: Title

15.50.110: Findings, Purpose, Intent, Severability

15.50.120: General Provisions

15.50.100: TITLE:

This Chapter shall be known and may be cited as the "Coeur d'Alene Sign Code" or the "Sign Code."

15.50.110: FINDINGS, PURPOSE, INTENT, SEVERABILITY:

A. Based on evidence collected by and for multiple communities over many years, the City has determined that Signs can obstruct views, distract motorists, displace alternative uses for land, and affect the aesthetics of a community.

B. The City finds and declares that it is necessary to regulate the construction, erection, maintenance, electrification, illumination, type, size, number, and location of Signs to:

1. protect the health, safety, property, and welfare of the public;
2. improve the neat, clean, and orderly appearance of the City;
3. provide for informational needs of the public;
4. preserve and protect the scenic beauty of the City;
5. promote traffic safety; and
6. promote a healthy business climate in the City.

C. It is the intent of the City to regulate Signs in a manner consistent with the First Amendment to the United States Constitution and Article I, Section 9, of the Idaho Constitution.

D. The provisions of the Sign Code are severable. If any provision, clause, sentence, subsection, word, or part hereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words, or parts of the Sign Code or their applicability to other persons or circumstances.

15.50.120: GENERAL PROVISIONS:

A. No person shall erect or place a Sign without a permit issued by the City unless exempted by the Sign Code.

B. A Sign must be constructed of suitable materials, in accordance with sound structural practices, in compliance with all applicable codes, designed and lettered in a professional manner, and maintained in good repair.

C. Except as specifically allowed by the Sign Code, no Sign shall be erected or placed on public property, within a public right-of-way, in the vision triangle of an intersection, or in such a manner as to obstruct a traffic control device or governmental sign. The “vision triangle” is determined by measuring from the intersection of the edges of two (2) adjacent roadways forty feet (40') along each roadway and connecting the two (2) points with a straight line.

D. No Sign shall be erected or placed on a tree, utility pole, retaining wall, or fence not owned by the Sign owner, or in such a manner as to obstruct a door, window, or fire escape.

E. A commercial Sign is not allowed in a residential zone or on property used for non-transient residential purposes, except for a Sign related to a home occupation for which a certificate has been issued pursuant to the Coeur d'Alene Municipal Code.

F. A Sign which is obscene or which contains an obscene message, as determined by community standards, is prohibited.

G. A Sign must comply with the requirements of the Sign Code in effect at the time the application for the Sign is submitted.

H. The owner of the property on which the Sign is or will be located, the applicant for the Sign permit, the campaign, and the owner of the Sign are jointly responsible for compliance with the provisions of the Sign Code.

Article II. DEFINITIONS

15.50.200: Generally

15.50.210: Definitions

15.50.200: GENERALLY:

For purposes of this Chapter, unless the context indicates otherwise, words used in the present tense include the future tense, the singular number includes the plural, and the word “shall” is mandatory and not directory. Words not defined in this Article shall be given their usual and ordinary meaning.

15.50.210: DEFINITIONS:

A. **ATTACHED SIGN:** A sign attached to a building or wall.

B. **BANNER:** A Sign made of cloth, canvas, vinyl, or other flexible material used to display a message or draw attention to an activity or site. A banner may be suspended between two (2) structures, hung from a single structure or pole, or attached to a wall or other structure. The term “banner” includes devices referred to as blade, feather, sail, shark fin, swooper, teardrop, triangle, and wind flags.

C. **BILLBOARD:** An Off-premises Sign which is leased or rented by its owner to a third party for the purpose of conveying a commercial or noncommercial message.

D. **COMMERCIAL SIGN:** A sign that advertises a business, location, product, service, or other commercial activity.

- E. **COPY:** The lettering and/or graphics displayed on a sign.
- F. **ELECTRONIC MESSAGE DISPLAY:** A sign or portion thereof capable of displaying words, symbols, figures, or images that are electronically or mechanically changed by remote or automatic means. An Electronic Message Display may be a Freestanding Sign or an Attached Sign.
- G. **FREESTANDING SIGN:** A sign which is wholly detached from a building and which is supported by a pole or poles, a frame, or other support structure.
- H. **LEGAL NONCONFORMING SIGN:** Any sign which met the requirements of the Sign Code, if any, when it was erected or placed, but which does not meet the requirements of the current Sign Code.
- I. **OFF-PREMISES SIGN:** Any sign related to a business, a service, goods, product, event, or facility which is not available on the property upon which the sign is located.
- J. **PERMANENT SIGN:** A sign that is designed or intended to be used on an indefinite or permanent basis.
- K. **READER BOARD:** A sign allowing for manually changeable copy.
- L. **SHOPPING CENTER:** A building or group of buildings planned, developed, and/or used primarily for retail purposes with two (2) or more business occupants.
- M. **SIGN:** Any object upon which words, symbols, or illustrations are affixed, painted, or represented directly or indirectly, and which directs attention to, or is designed or intended to direct attention to, an object, product, place, activity, event, person, institution, organization, or business, and which is visible outside the boundaries of the parcel on which it is located.
- N. **SIGN AREA:** The total area of a sign face, including all decorative or structural trim or other attention getting devices, exclusive of essential structural supports. Where a sign is of a three-dimensional, spherical, cubic, or irregular solid shape, the largest cross section shall be used in a flat projection for the purpose of determining sign area. Whenever a sign is made of letters or numbers located individually upon a single surface wall, the area of the sign shall be determined by the size of the rectangle the copy occupies.
- O. **SIGN STRUCTURE:** The supports, uprights, braces, and framework of a sign.
- P. **TEMPORARY SIGN:** A sign that is intended to be used on a temporary rather than indefinite or permanent basis, including any sign that is readily movable or not affixed to a sign structure, building, or foundation.

Article III. PERMITS, ENFORCEMENT, APPEALS

15.50.300: Permit Application

15.50.310: Exceptions

15.50.320: Permit Fees

15.50.330: Issuance of Permit

15.50.340: Authority to Revoke Permit

15.50.350: Separate Permit Required for Each Sign

15.50.360: Building Permit, When Required

15.50.370: Violations; Enforcement

15.50.380: Appeals

15.50.390: Nonconforming Signs: Alteration, Relocation, and Replacement

15.50.300: PERMIT APPLICATION:

An application for a sign permit required by this Chapter shall be made in writing upon a form furnished by the City. The application shall be signed under oath by the person requesting the permit and the owner of the Sign or their authorized agent(s). The signature(s) shall be deemed affirmation that the information contained therein is true and correct to the best of their knowledge and belief. The applicant and owner of the Sign have a duty of due diligence to ensure the accuracy of the information provided in the application. An intentional or reckless material misrepresentation on an application shall be grounds for the denial or revocation of a permit. The application shall contain at least the following information:

- A. The name and address of the applicant and, if different, the name and address of the person who will own the Sign;
- B. The street address of the property on which the Sign will be located or, if the property on which the Sign is to be located has no address, the address of the abutting property which shall be for reference only;
- C. The name and mailing address of the owner of the property on which the Sign will be located;
- D. A description of the Sign, including its size, Sign Area, height, and type of construction, whether the Sign will be illuminated or have electrical components, and the location of the Sign on the property;
- E. For temporary signs, the dates, or estimated dates, that the event, activity, or promotion will begin and end;
- F. A drawing of the proposed sign, which need not be to scale; and

G. Such other information as may be specifically required for the particular type of sign proposed, as set out in the Sign Code.

15.50.310: EXCEPTIONS:

A. A permit is not required for the following, but each Sign is subject to the applicable regulations in this Chapter:

1. A Sign erected, placed, maintained, or owned or leased by the federal government, the state of Idaho, or the City; PROVIDED, such Sign shall, if applicable, meet the standards of the current edition of the Manual on Uniform Traffic Control Devices. Such Sign shall also be required to comply with applicable building and electrical code requirements.
2. A historical marker erected or maintained by a public authority, or a recognized historical society or organization, identifying a site, building or structure, or area of historical significance.
3. A Sign warning of a danger on or related to the premises on which the Sign is posted.
4. A Sign affixed or attached to the interior or exterior of a window or door.
5. A Real estate sale or rental sign located on the property to be sold or rented and which meets the requirements set out in section 15.50.410(E);
6. A Sign for a garage sale posted on the property on which the garage sale is to be held; and
7. An Institutional Sign: One permanent on-site Sign per public street frontage with changeable copy used by a public school, college, charitable, or religious institution and indicating the institution's name, or events and services offered on the premises. Such Sign must meet all standards for Freestanding or Attached signs.
8. A noncommercial Sign on a property used for non-transient residential purposes. Such Signs are limited to one (1) per lot and shall not exceed eight (8) square feet in Sign Area.
9. A Sign which is not readable from a public street or alley.

B. The following are not considered "Signs" for purposes of the Sign Code and are not subject to the regulations in this Chapter:

1. Numbers and/or letters designating the address of the premises on which they are located.

2. A noncommercial flag.
3. Holiday decorations.
4. Bumper or window stickers on a vehicle.
5. A building plaque, cornerstone, nameplate, or similar building identification or monument incorporated into the structure of a building.

C. The repair or maintenance of an existing legal sign, or changing the copy on a sign; PROVIDED, if the Copy on a Sign is changed because of a change of business or business name, a new permit will be required.

15.50.320: PERMIT FEES:

An application for a sign permit shall be accompanied by the fee established by resolution of the City Council.

15.50.330: ISSUANCE OF PERMIT:

The City Clerk or designee, after consultation with the Building Official or designee as necessary, shall issue a permit when the application is complete, the required fee has been paid, and the applicant has demonstrated compliance with the requirements of the Sign Code and the currently adopted building and electrical codes, if applicable. If the work authorized by a permit issued under this Chapter has not been commenced within one hundred eighty (180) days after the date of issuance, the permit shall become null and void.

15.50.340: AUTHORITY TO REVOKE PERMIT:

The City Clerk or designee is authorized and empowered to revoke any permit upon failure of the holder thereof to comply with any provision of the Sign Code. Prior to revocation, five (5) days' written notice shall be provided to the applicant which notice shall specify the violation. If the violation has not been cured with five (5) days, the City Clerk or designee may revoke the permit. The revocation shall be stayed upon the timely filing of an appeal.

15.50.350: SEPARATE APPLICATION AND PERMIT REQUIRED FOR EACH SIGN:

Each sign requires a separate permit unless otherwise provided in the Sign Code.

15.50.360: BUILDING PERMIT; ELECTRICAL PERMIT:

A. In addition to a sign permit, the applicant shall obtain a building permit when required by the currently adopted building code prior to installing the Sign.

B. In addition to a sign permit, the applicant shall obtain a State electrical permit when required by the currently adopted electrical code prior to installing the Sign.

15.50.370: VIOLATIONS; ENFORCEMENT:

A. Any person violating the Sign Code will be subject to a civil citation and assessed a civil penalty in the amount set by resolution of the City Council.

B. Any person who fails to pay a civil penalty or who does not bring the subject Sign into compliance with the Sign Code within thirty (30) days after the issuance of a civil citation will be subject to a misdemeanor citation, punishable as provided by Coeur d'Alene Municipal Code § 1.28.010. The timely filing of an appeal of a civil citation shall stay enforcement further enforcement activities until a final decision on the appeal is rendered. If the appeal is denied, the civil penalty must be paid and the subject Sign must be brought into compliance with the Sign Code or removed within thirty (30) days of the issuance of the decision on appeal. If the Sign remains after thirty (30) days, a misdemeanor citation may be issued. Each day a violation continues constitutes a separate offense.

C. In addition to a civil citation, an action may be brought in the name of the City in an appropriate court to enjoin violation of this Chapter, for an order requiring removal of a Sign in violation of this Chapter, and/or for any other remedy at law or equity. In any such action, the prevailing party shall be awarded costs and a reasonable attorney fee pursuant to law.

D. A Sign in violation of the Sign Code may be removed by the City, at the sole expense of the owner of the Sign, thirty (30) days after written notice of the violation has been served on the owner of the Sign or deposited in the U.S. Mail, postage prepaid, addressed to the owner of the Sign, using the address on file with the City. Temporary Signs located or placed in violation of this Chapter may be removed without prior notice. A Sign removed for violation of the Sign Code shall be retained by the City for thirty (30) days. Written notice of the removal shall be provided to the owner of the Sign and permit holder and, if the Sign is not claimed within the time specified in the notice, it may be discarded without liability on the part of the City. A owner or permit holder of the Sign who claims it after its removal shall pay to the City an amount equal to the costs incurred by the City in removing the Sign.

E. When, in the judgment of the Building Official, a Sign constitutes an imminent hazard or risk to lives or property, the City may remove the Sign immediately with or without notice. The procedures of subsection D shall then be followed.

F. The costs incurred when the City removes a Sign under the provisions of this Chapter may be certified for collection to the county treasurer against the property on which it is located as provided for by Idaho Code § 50-1008.

15.50.380: APPEALS:

- A. Any person affected by the denial or revocation of a permit, or by any other decision or action by the City concerning a Sign or sign permit, may appeal.
- B. An appeal must be in writing and received by the City Clerk's office within ten (10) business days of the decision or action from which the appeal is taken. The written appeal must identify the decision or action from which the appeal is taken, the factual and/or legal error or errors allegedly made in the decision or action, and the requested relief, and must provide any evidence supporting the appeal, a brief summary of the arguments supporting the relief sought, and state whether a hearing is requested. A notice of appeal which does not contain a request for a hearing will be decided on the record.
- C. No further enforcement action will be taken with regard to the Sign pending the appeal; PROVIDED, if the Sign is deemed an imminent danger to lives or property, removal of the Sign as provided in this Chapter may proceed during the appeal.
- D. All appeals shall be heard by the hearing officer appointed to hear appeals under this Chapter.
- E. If a hearing is requested, the City Clerk will set a date, time, and place for the hearing as soon as reasonably possible, but not earlier than five (5) days nor more than thirty (30) days from the date the appeal was received by the City Clerk, unless the City and the appealing party agree to a different date. Evidence may be presented and witnesses may be called at the hearing. The Idaho Rules of Evidence shall not apply at the hearing, but the hearing officer shall accept such evidence and witness testimony that pertains to the issues raised by the appeal.
- F. The hearing officer will conduct the hearing in an orderly and timely manner, and will rule on all issues that arise during the course of the hearing. The hearing officer will make rulings in a manner which ensures that any relevant evidence is admitted.
- G. The hearing officer will decide any factual question by a preponderance of the evidence and issue a written decision within fifteen (15) days of the date of the hearing. The hearing officer may affirm, reverse, or affirm with conditions any decision to deny or revoke a permit.
- H. The decision of the hearing officer shall be final.

15.50.390: NONCONFORMING SIGNS: ALTERATION, RELOCATION, AND REPLACEMENT:

- A. A Legal Nonconforming Sign shall not be structurally altered, repaired, or replaced without bringing it into compliance with the current Sign Code, except that:

1. A Legal Nonconforming Sign's Copy may be changed without bringing the Sign into compliance with the current Sign Code.
 2. A Legal Nonconforming Sign may be reconstructed if it is moved for the construction or repair of public works or public utilities and such reconstruction is completed within one year of the completion of the public project.
 3. If a Legal Nonconforming Sign is damaged by any cause such that the cost of repairs does not exceed fifty percent (50%) of the fair market value of the Sign prior to the damage, the Sign may be repaired without bringing it into compliance with the current Sign Code. If the cost of repairs is more than fifty percent (50%) of the fair market value of the Sign before repairs, it must be brought into compliance with the current Sign Code upon repair.
- B. A Legal Nonconforming Sign may not be relocated without bringing it into compliance with the current Sign Code.
- C. This section does not permit an increase in the size of the Sign or number of Signs which are nonconforming under this Chapter.

Article IV. TIME, PLACE, AND MANNER REGULATIONS

15.50.400: Permanent Signs

15.50.410: Temporary Signs

15.50.400: Permanent Signs:

A Permanent Sign is classified as either Freestanding or Attached. Every permitted Permanent Sign shall be subject to regulations appropriate to its classification.

A. Freestanding Signs.

1. A Freestanding Sign which stands less than ten feet (10') above finish grade requires submission of footing and support calculations to the Building Official whose approval is required before a sign permit will be issued.
2. A Freestanding Sign which stands ten feet (10') or greater above finish grade requires submission of drawings stamped by an Idaho-licensed architect or engineer to the Building Official whose approval is required before a sign permit will be issued. The required drawings must include:
 - a. Detailed plans showing footing and foundation design, reinforcement size and placement, pole type, size and thickness, all bolted and/or welded connections, and a description of sign construction materials.

b. Supporting calculations which address the design criteria (wind, soils, materials, and seismic).

c. A detailed site plan which shows the location on the property, and distances to all adjacent site appurtenances (buildings, structures, trees, roads, etc.) and rights-of-way.

3. The maximum and total area, minimum separation, and maximum height of a Freestanding Sign shall be determined by the following table:

FREESTANDING SIGN ALLOWANCE TABLE

SIZE ALLOWANCE (Per Street Frontage)

Sign Formula	Size	A x	B x	C	=	+D	Total Footage Freestanding Signs Allowed	Maximum Area Per Sign (Square Feet)	Minimum Distance Between Signs (Linear Feet)	Maximum Sign Height From Grade (Linear Feet)
...										
Zone	Driving Lane Factor From Chart F Below	Street Frontage	Density Factor			Sign Area Factor	Total Square Footage Freestanding Signs	*****	*****	*****
Residential R-1 through R-12			0.05			2		2	100	10
Multi-family R-17 through R-34			0.05			6		12	100	12
Mobile home MH-8, NC			0.08			16		32	250	12
Residential Civic use, CC			0.15			16		60	250	16
Commercial C-17, C-17L			0.25			32		100	100	30
Commercial Hwy 95 frontage			0.25			32		160	150	30
Commercial I-90 frontage			0.25			32		160	150	50
Manufacturing M, LM			0.25			32		100	100	30
Navigable waterway NW			0.25			32		64	250	30

Example:								
Commercial C-17 4 lanes 200 foot frontage ..	1.75 X From chart F below	200 X Linear street frontage feet	0.25 = Zoning of property from above row	+ 32 = from zone above	119.50 square feet equals 120 square feet of freestanding signage	100 square feet maximum per sign	100 foot distance	30 feet maximum

CHART F

Driving Lanes; Definition	Driving Lane Factors	
	Lanes	Factor
The number of through traffic lanes at the sign location (excludes turning, parking, cycling and pedestrian lanes)	1-2	1.00
	3	1.50
	4	1.75
	5+	2.00

B. Attached Signs.

1. The maximum size of an Attached Sign shall be three (3) square feet per frontage foot of the premises on which it is located, less the area of any existing Freestanding Signs, existing or proposed related to that premises. If there is more than one (1) frontage for the premises, the longest frontage shall be used for the maximum size calculation.

2. Awning or Canopy Sign. A Sign which is placed on or supported by an awning or canopy must comply with the following:

a. The awning or canopy must have any approvals and permits from the Building and Planning Departments, if required.

b. The lower edge of an awning or canopy Sign shall be not less than eight feet (8') above the sidewalk, other walking surface, or multiuse path beneath the awning.

3. Projecting Sign.

a. A Projecting Sign is a sign which hangs outward or away from a building, and is attached to the wall of a building.

b. No Projecting Sign shall extend more than three feet (3') from the building to which it is attached and shall not extend over a public right-of-way without an encroachment permit. The lower edge of a Projecting Sign shall be not less than eight feet (8') above a sidewalk, other walking surface, or multiuse path.

c. An application for a permit for any Projecting Sign extending above the roofline of a building or in excess of twenty-four (24) square feet in size shall be accompanied by a plan prepared and stamped by an Idaho licensed professional architect or engineer.

4. Roof Sign.

a. The application for a permit for a Sign erected or mounted on a roof shall be accompanied by a plan prepared and stamped by an Idaho licensed professional architect or engineer.

b. No Roof Sign shall extend to a height of more than ten feet (10') or one-third (1/3) of the building height, whichever is less, above the roofline.

c. No Roof Sign shall be erected which causes the building, together with the Sign, to exceed the allowable height of a building in the applicable zone.

C. Billboards and other Off-premises signs.

1. Except as otherwise provided in this section, billboards are prohibited in the City.

2. Billboards that were lawful on December 1, 2019, may remain in place, subject to the following restrictions:

a. The Billboard may not be enlarged, structurally altered, or moved to a different location. Billboards must be maintained as required by this Chapter.

b. A Billboard located on property annexed into the City must be removed within sixty (60) days of the effective date of the annexation.

c. If a Billboard is damaged by any cause such that the cost of repair exceeds fifty percent (50%) of the fair market value of the Billboard prior to the damage, the Billboard may not be repaired but must be removed.

3. Permanent Off-premises signs are prohibited.

D. Illumination and Electronic Message Displays.

1. Illumination must not create an unsafe or hazardous distraction to others.

2. The brightness or intensity of lighting for a Sign, including an Electronic Message Display, shall not exceed 5,000 nits from dawn to dusk or 500 nits from dusk to dawn.

3. An Electronic Message Display must hold each displayed message a minimum of two (2) seconds before displaying the next message. This requirement does not apply to an Electronic Message Display which consists of video images.
4. No sign which either actually or apparently flashes or blinks shall be allowed.
5. The rotation speed of a sign shall not exceed nine (9) rotations per minute.
6. A sign in an area accessible to vehicles or pedestrians must meet the electrical code currently adopted by the state of Idaho as to height and clearance.
7. A Sign which utilizes electricity shall have placed thereon within plain view the following information in letters at least one inch (1") in height: permit number and power consumption (including voltage and amperage). The Underwriters Laboratory label shall also be plainly visible.
8. An Electronic Message Display is subject to the Freestanding Sign and Attached Sign regulations and allowances, as applicable.

E. Shopping Centers Signs.

1. A shopping center may have a Freestanding Sign on each frontage and at each entrance to the property from a public right-of-way. Such signs shall not extend over or into public property without an encroachment permit.
2. An individual business in a shopping center may have an Attached Sign identifying the business, but may not have a separate Freestanding Sign.
3. If two (2) or more businesses are located on adjacent lots that share common parking facilities and/or common points of entry, the businesses may choose to be treated as a shopping center for purposes of the Sign Code.
4. A Sign for a shopping center is subject to the Freestanding Sign and Attached Sign regulations and allowances, as applicable.

F. Residential and Commercial Subdivision Signs.

1. The Sign must have a minimum of a three-foot (3') setback from all curbs and/or roadway edges.
2. The Sign must be a ground/monument sign with no free airspace between the bottom of the Sign and the ground.
3. The Sign must not obstruct vehicular or pedestrian traffic.

4. The Sign must not be placed in a vision triangle or obstruct a motorist's vision.
5. The Sign must not obstruct access to utilities.
6. An encroachment permit is required for a Sign to be placed within the public right-of-way.
7. Every entry Sign and all landscaping, irrigation, lighting, trees, ground cover, and other improvements containing the Sign shall be maintained by the developer of the subdivision or by a successors-in-interest to the developer in compliance with the requirements of the Sign Code and with all other applicable legal requirements. If the Sign is not maintained, the City may remove the Sign after providing reasonable notice and an opportunity to cure to the developer or successor-in-interest. Liability for any damages or claims resulting from the placement or maintenance of any such Sign shall be solely the responsibility of the Sign owner. The City, its officers, and employees shall in no way be liable for any such damages or claims.

15.50.410: Temporary Signs:

A. Unless otherwise provided herein, a permit for a Temporary Sign shall be valid for ninety (90) days from date of issuance and may be renewed by the City Clerk or designee for one additional ninety (90) day period. Renewals do not require a new application or fee if the request is made before the expiration of the current permit. A renewal shall be granted for good cause shown. After the expiration of a renewal term, a new application and fee are required for a temporary sign permit.

B. A-Frame Signs.

1. An A-frame sign may not be used on an indefinite or permanent basis.
2. An A-frame sign is allowed only when road or sidewalk closures, construction, or similar events or conditions impair the visibility of permanent signs, access, or parking, or when advertising for a special event, sale, grand opening, or similar event.
3. The sign panels of an A-frame sign shall have a maximum width of thirty-six inches (36") and a maximum height of forty-eight inches (48").
4. An A-frame sign may be located on a sidewalk within the public right-of-way only with an encroachment permit.
5. An A-frame sign may not be placed or maintained so as to obstruct vehicle or pedestrian traffic, or in a manner which violates the standards required by the American with Disabilities Act.

6. If the A-frame sign is within the public right-of-way, only one such sign is allowed per frontage of a parcel or, if there is more than one business or event on the parcel, one sign is allowed per frontage for each business or event.

C. Banners.

1. A Banner may be installed in or over a public right-of-way only by nonprofit or governmental entities and only with a permit granted by the City Council. A permit shall be subject to the following conditions:

a. The Banner must convey a community, governmental, or seasonal theme, or be for the sole purpose of beautification of a commercial area. No commercial messages are allowed.

b. The Banner may be displayed for no more than ninety (90) days; PROVIDED, if there is a written agreement that the Banner will be maintained by a business improvement district, it may be displayed for up to two (2) years.

c. In addition to the other information required in an application for a sign permit under this Code, the application for a permit to install a temporary Banner within a public right-of-way shall:

i. Describe the theme or event to be advertised, and the size and shape of the Banner(s) to be installed;

ii. Indicate the location(s), the number of days during which the Banner(s) will be displayed, and the method of installation;

iii. Be accompanied by an agreement, approved by the City Attorney, holding the City harmless from any liability for injury or damage to persons or property caused by any such Banner, and a certificate of liability insurance insuring the City and the applicant against such loss. The liability insurance shall have limits of no less than the minimum liability limits provided by Idaho Code § 6-924;

iv. Be accompanied by the written consent of the owners of any property to which the supports for the Banner(s) will be attached; and

v. Be accompanied by evidence that approval has been obtained from the Idaho Transportation Department, if required.

d. The applicant shall be responsible for dismantling and removing the Banner when the permit expires. If the Banner is not removed within fourteen (14) days after

the expiration of the permit, the City may remove it and the applicant shall be liable for all costs associated therewith.

e. The City Clerk may grant a renewal of the permit for an additional like term provided the size and location of the Banner remains unchanged. Proof of current liability insurance, consent of the owner(s), and approval of ITD, as described above, and covering the additional term, is required.

f. The Banner shall be a minimum of sixteen (16) feet above the surface of the public right-of-way.

2. A permit for a Banner on private property is subject to the following conditions:

a. The area of a Banner on a single lot or parcel, or multiple lots or parcels used for a single enterprise, shall be subject to the total of the Freestanding or Attached Sign allowance, as applicable.

b. The Banner and any horizontal supports may be no closer than eight feet (8') vertically to the ground or any walking surface, and no closer than fourteen feet (14') vertically to any driving surface.

c. Drawings must be provided which demonstrate the manner of attachment, together with documentation that the supporting structure can safely support the Banner.

D. Construction Signs.

1. A Construction Sign shall be permitted for the duration of the project. The Sign shall be removed within thirty (30) days after issuance of the first certificate of occupancy.

2. The maximum size for a Construction Sign shall be:

a. In Residential and Mobile Home zones: the maximum size shall be thirty-two (32) square feet, and the maximum height shall be eight feet (8').

b. In all other zones: the maximum size shall be sixty-four (64) square feet, and the maximum height shall be twelve feet (12').

E. Real Estate Signs.

1. A Sign advertising the sale or lease of an individual lot or dwelling, or a group of lots or dwellings within a tract or apartment complex, is subject to the following restrictions:

a. The Sign shall be located on the lot being sold or leased.

- b. The Sign may not be illuminated.
- c. The maximum height of a Sign shall be eight feet (8').
- d. The maximum area of a Sign for a single lot or dwelling shall be six (6) square feet. For more than one lot or dwelling, the maximum area shall be thirty-two (32) square feet.
- e. A Sign shall be removed within thirty (30) days after the property is withdrawn from the market for any reason or after the date of closing following a sale.
- f. Signs advertising a short-term or vacation rental are prohibited.

F. Event, Promotion, and Campaign Signs.

- 1. Only one (1) permit is required for each event, promotion, or campaign.
- 2. Each Sign is subject to the Freestanding Sign and Attached Sign allowances, as applicable.
- 3. The Sign may be erected in public rights-of-way only with an encroachment permit.
- 4. A Sign may be located off-premises on private property with the permission of the owner of that property.
- 5. A Sign shall be removed within thirty (30) days after the completion of the event, promotion, or campaign.

G. Murals/Wall signs.

- 1. A sign painted on the wall of a building or other structure shall be included in the allowable number and area of Attached Signs.
- 2. A purely decorative painting on the wall of a building or other structure shall not be considered a “Sign” subject to the Sign Code.

H. Off-premises signs.

- 1. Off-premises commercial signs are prohibited in residential zones.

Article V. Maintenance

15.50.500: Maintenance Standards

15.50.510: Damaged Signs: Repair, Replacement, or Removal

15.50.520: Abandoned or Obsolete Signs

15.50.530: Removal of Unsafe or Illegal Signs; Notice

15.50.540: Removal of Dangerous Signs

15.50.550: Cost of Removal

15.50.560: Storage of Removed Signs

15.50.500: MAINTENANCE STANDARDS:

All signs, together with their supports, braces, guys and anchors, shall be maintained in a neat, clean, attractive, and safe condition, free from rust, corrosion, peeling paint or other surface deterioration, and mechanical, electrical, or structural defects. The area around the base of the sign within a radius of ten (10) feet shall be maintained in a neat and orderly condition and in accordance with the landscape design for the area, if any.

15.50.510: DAMAGED SIGNS: REPAIR, REPLACEMENT, OR REMOVAL:

Any sign or sign structure which is damaged or destroyed shall be repaired, replaced, or removed within thirty (30) days after damage or destruction occurs. After thirty (30) days, a sign which has been damaged such that it does not comply with the Sign Code shall be subject to removal under sections 15.50.520 through 15.50.560 of this Chapter.

15.50.520: ABANDONED OR OBSOLETE SIGNS:

No sign shall be maintained which advertises a business which is no longer conducted or a product which is no longer sold. Any person who leases or owns a sign shall remove such sign within thirty (30) days after cessation of the business or discontinuing sale of an advertised product. The sign structure portion of such sign may remain until a new business occupant or a new product is offered if the sign structure is maintained as provided by section 15.50.500.

15.50.530: REMOVAL OF UNSAFE OR ILLEGAL SIGNS; NOTICE:

Except as provided in section 15.50.540 and in the case of Temporary Signs, the Building Official shall give written notice to the owner or lessee of a sign or to the owner of the building, structure or premises on which the sign is located if it is found that such sign, by reason of its condition or location, poses a danger to persons or property that is not imminent, or that such sign is an illegal sign which is in violation of the provisions of this Chapter. If the sign is not either removed or altered to comply with this Chapter, within thirty (30) days after mailing of written notice, such sign may be removed by the Building Official or a person authorized by the Building Official. Notice of the removal shall be mailed to the last known address of the owner or lessee of the sign, or the owner

of the building, structure, or premises on which the sign was located. Temporary Signs located or placed in violation of this Chapter may be removed without prior notice.

15.50.540: REMOVAL OF DANGEROUS SIGNS:

When, in the judgment of the Building Official, a sign has been erected or maintained in a manner that creates an imminent hazard or risk to the safety of persons or property, the Building Official may remove the sign immediately with or without notice to the owner or lessee of the sign, or to the owner of the building, structure, or premises on which the sign is located. Notice of the removal shall be mailed to the last known address of the owner or lessee of the sign, and/or the owner of the building, structure, or premises on which the sign was located.

15.50.550: COST OF REMOVAL:

Upon removal of a sign under section 15.50.530 or 15.50.540, the costs of removal shall be a lien on the real property and be certified for collection to the county treasurer as provided in Idaho Code section 50-1008.

15.50.560: STORAGE OF REMOVED SIGNS:

A. The Building Official shall store any sign removed by the City for a period of thirty (30) days from the time notification of removal was provided pursuant to section 15.50.530 or 15.50.540. He shall continue to store such sign for an additional period during which an appeal is pending. At the expiration of the time specified in this section, if the sign has not been reclaimed, the Building Official may dispose of the sign, or sell or salvage the sign, with any proceeds applied toward the cost of compliance.

B. To reclaim any sign removed by the Building Official, the person reclaiming the sign shall pay to the building official an amount equal to the entire cost of the removal, together with any other costs incurred in attempting to secure compliance with the Sign Code.

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

SECTION 5. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance, to the extent said action is consistent with Constitutional principles.

SECTION 6. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any

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

SECTION 7. 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 March 1, 2022.

APPROVED, ADOPTED and SIGNED this 1st day of March, 2022.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
REPEALING COEUR D'ALENE MUNICIPAL CODE CHAPTER 2.46, REPEALING
CHAPTER 15.24, AND ADOPTING CHAPTER 15.50

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BY REPEALING MUNICIPAL CODE CHAPTER 2.46, ENTITLED "SIGN BOARD," REPEALING CHAPTER 15.24, "SIGN CODE," AND ADOPTING A NEW CHAPTER 15.50 ENTITLED "SIGN CODE"; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE; AND PROVIDING 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 Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Repealing Coeur D'Alene Municipal Code Chapter 2.46, Repealing Chapter 15.24, and Adopting Chapter 15.50, 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 1st day of March, 2022.

Randall R. Adams, Chief Deputy City Attorney