

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 G - 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.

DECEMBER 20, 2016

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Paul Van Noy, Candlelight 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.

E. PRESENTATION: Seltice Way Project Update

Presented by: Matt Gillis from Welch-Comer

F. 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 December 1, 2016 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services Committee Meeting held December 12, 2016.
4. Setting of General Services and Public Works Committees meetings for December 27, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public hearings for January 17, 2017:

- a. (Legislative) A-6-16 - A proposed 7.46 acre annexation from County LI to City C-17 Applicant: Iron Legacy, LLC Location: W. side of Atlas Rd. S. of Hanley Avenue
- b. (Legislative) A-7-16 - A proposed 1.51 ac. annexation from County AS to City R-3 Applicant: Lake City Engineering Location: Northern end of Victorian Drive
- 6. Approval of a Beer and Wine License transfer from Shoot the Moon, LLC (Chili's Grill) to Paradigm Restaurant, LLC., David A. Harper and Stephan L. Ralston; 482 W. Sunset Avenue.

As Recommended by the City Clerk

- 7. Approval of Annual Road and Street Finance Report for year ending September 30, 2016

As Recommended by General Services

- 8. Declare the Sole Source Procurement of Project Equipment for the AWTF Tertiary Treatment Phase 2 Improvements

As Recommended by Public Works

9. Resolution No. 16-065

- a. Approval of Final Plat, Acceptance of Improvements, Maintenance/Warranty Agreement and Security for S-4-15 Garden Grove
- b. Acceptance of Grant Deeds for right-of-way purposes and Approval of Temporary Construction Easement Agreements with Kootenai Health, Coeur d'Alene Eye Clinic, Glacier 521, and a permanent and temporary Construction Easement Agreement with Glacier 700 for the US 95, Ironwood/Emma Avenue Reconstruction Project.

Recommended by the City Engineer

- c. Approval of Contract with Ken Spiering for a New Piece of Public Art – "Undercurrent" at the Riverstone Pond

Recommended by General Services

G. 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.)

H. ANNOUNCEMENTS

1. City Council

- a. **Mayor** - Appointment of Chris Pfeiffer to the CDATV Committee.

I. GENERAL SERVICES

- 1. Council Bill No. 16-1027** – Approval of amendments to Municipal Code Chapters 2.94 entitled "Childcare Commission" and 5.68 Entitled "Childcare Facilities."

Staff Report by Kathy Lewis, Deputy City Clerk

2. **Council Bill No. 16-1028** – Approval of the creation of Municipal Code Chapter 10.30 to be entitled “Scofflaw Vehicles.”

Staff Report by Sam Taylor, Deputy City Administrator

J. PUBLIC WORKS

1. Declare the Sole Source Procurement of Video Camera, AV System from Western Systems of Spokane

Staff Report by Tim Martin, Streets/Engineering Superintendent

K. OTHER BUSINESS:

1. **Resolution No. 16-066** - Agreement for Financing with Ignite, CDA for the Memorial Park companion projects.

Staff Report by Bill Greenwood, Parks and Recreation Director

L. PUBLIC HEARINGS:

1. **(Legislative) A-5-16** - A proposed 2.78 ac. annexation from Michael Kobold with zoning from County Agricultural to City R-3 (Residential at 3 units/acre); located at 1820 W. Prairie

Staff Report: Tami Stroud, Planner

2. **(Quasi-Judicial) DR-4-16 “THE LAKE APARTMENTS”** - Appeal of the Design Review Commission’s decision to approve the design for a proposed 43-unit apartment building in the Infill Overlay-East District (DO-E). Appellant: Rita Sims-Snyder on behalf of the East Mullan Historic Neighborhood Association.

Staff Report: Hilary Anderson, Community Planning Director

M. ADJOURNMENT:

This meeting is aired live on CDA TV Cable Channel 19

Coeur d'Alene

CITY COUNCIL MEETING

December 20, 2016

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS

Seltice Way Revitalization City Council Project Update

December 15, 2016

Project Partners

- ignite cda
- City of Coeur d'Alene
- Post Falls Highway District
- Hayden Area Regional Sewer Board

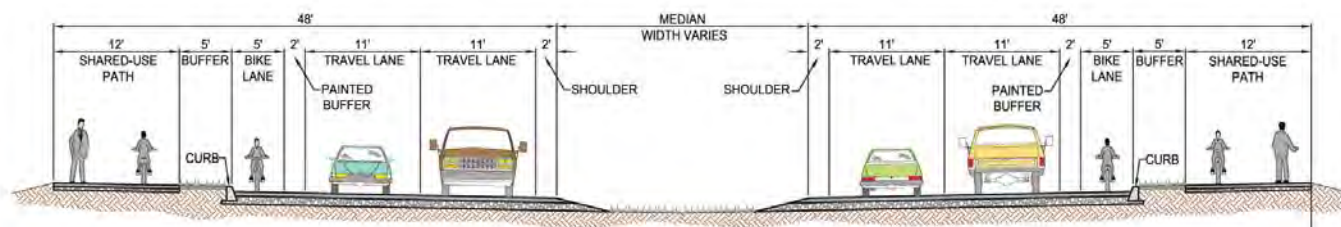


Public Interaction

- Public Meeting #1 (50+)
- Public Meeting #2 (100+)
- Centennial Trail Foundation
- Adjacent property owners
- Local bicycle advocates
- Bike CDA
- Local bike shops
- Post Falls Highway District
- Community Mobility Institute group
- Kootenai County Transit
- Ignite CDA
- Potential developers
- Press
- CDA Sunrise Rotary

Scope of Work





Typical Section





Landscaping



Tree Removal



Budget Status

Category	Current Estimate	Current Budget
City of CDA (road)	\$4,560,000	\$3,500,000
City of CDA (water/sewer)	\$450,000	\$450,000
Post Falls Highway District	\$430,000	\$430,000
HARSB	\$640,000	\$590,000

Project Schedule

- Preliminary Design December 2016
- Final Design January & February 2017
- Bid Phase February & March 2017
- Construction Spring of 2017

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

December 6, 2016

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 December 6, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin)	Members of Council Present
Amy Evans)	
Dan English)	
Woody McEvers)	
Kiki Miller)	
Loren Ron Edinger)	

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

INVOCATION: Pastor Will Hoffman with Hayden Community Church provided the invocation.

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

INTRODUCTION OF THE NEW CITY ENGINEER: Deputy City Administrator introduced Chris Bosley as the recently hired City Engineer. He noted that Chris has approximately 20 years of engineering experience. Most recently, he worked for Welch Comer. Staff has expressed excitement to work with Mr. Bosley due to his knowledge of the community. The position will touch most items related to building and planning, trails and streets sidewalks and state law requires an engineer to certify civil work. He served as the past chair of the Pedestrian Bicycle Committee. Mr. Bosley stated that he has enjoyed working in the community for many years and is excited to have a positive impact on the community from a city government side. Mayor Widmyer welcomed Mr. Bosley to the City team.

INTERNATIONAL ASSOCIATION OF ARSON INVESTIGATORS, IDAHO CHAPTER AWARDS:

Fire Inspector Craig Etherton presented Recognition Awards to Coeur d'Alene Police Officers Bryan Alexander and Jay Wilhelm who conducted the investigation of fires located on Tubbs Hill, at a mobile vendor, and in the restroom at the Coeur d'Alene Resort. Through the interviewing of witnesses, they were able to determine potential suspects. They identified and arrested five juveniles who were responsible for nine arson fires. Mayor Widmyer expressed congratulations to Officers Alexander and Wilhelm.

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

1. Approval of Council Minutes for the November 15, 2016 and November 29, 2016 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services Committee Meeting held November 21, 2016.
4. Setting of General Services and Public Works Committees meetings for December 12, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearing for an Appeal of the Design Review Commission approval of the design for a proposed 43-unit apartment building in the Infill Overlay-East District by Rita Sims-Snyder on behalf of the East Mullan Historic Neighborhood Association to be held December 20, 2016.
6. Setting of a Public Hearing for an Appeal of Zone Change request ZC-3-16, R-12 to Neighborhood Commercial, by Brenny Ross, to be held January 3, 2016.
7. Cemetery Lot Transfer from Robert Scott Huston to William R. Huston, Lot 414, Block C, Section RIV, Forest Cemetery Annex.
8. **Resolution No. 16-064 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING DECLARATION OF FOUR (4) SURPLUS VEHICLES WITHIN THE POLICE DEPARTMENT AND AWARD OF BID AND APPROVAL OF A CONTRACT WITH SPECIALTY PUMP SERVICE FOR THE LINDEN WELL PUMP REHABILITATION PROJECT.**

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

COUNCIL BILL NO. 16-1025

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, OPERATE, MAINTAIN, REPAIR, AND REPLACE POLES, ELEVATED AND UNDERGROUND WIRES, CABLES AND APPURTENANCES FOR THE TRANSMISSION, CONTROL AND DISTRIBUTION OF ELECTRICITY WITHIN THE CITY.

COUNCIL BILL NO. 16-1026

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE

FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS.

STAFF REPORT: City Attorney Mike Gridley explained that the past and proposed franchise agreements allow Avista to use the city's rights-of-way for their transmission facilities. These new agreement will simply replace expiring agreements and provide an additional 25-year term. The franchising laws in Idaho requires an introduction of the item and that the City provide a 30-day notification to the public prior to approving the agreements. Therefore, the action requested tonight is to set the public hearing date of January 3, 2017.

MOTION: Motion by Edinger, seconded by Miller, to set a public hearing for January 3, 2017 for consideration of **Council Bill No. 16-1025 and 16-1026. Motion carried.**

A-3-16 - Lake City Engineering; 2650 & 2750 W. Prairie Avenue for annexation and zoning from County AG to City R-8 - Prairie Trails – This item was pulled by the applicant and will be added to a future agenda.

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

The meeting recessed at 6:15 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

December 12, 2016
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Kiki Miller
Council Member Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Troy Tymesen, Finance Director
Kathy Lewis, Deputy City Clerk
Sam Taylor, Deputy City Administrator
Jim Hammond, City Administrator
Randy Adams, Deputy City Attorney
Renata McLeod, Municipal Services Director, CMC

Item 1. Annual Road and Street Financial Report.
(Consent Calendar)

Troy Tymesen is asking Council to review and approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2016. Mr. Tymesen said Idaho Code Section 40-708 requires the certification of road und receipts and disbursements be completed and sent to the Idaho State Controller by the 31st of December for the preceding fiscal budget year for cities, counties, and highway districts. The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 015-16 was \$2,242,163.00.

MOTION: by Evans, seconded by Miller, to recommend that Council approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2016. Motion Carried.

Item 2. Amendments to Municipal Code 2.94 entitled "Childcare Commission" and 5.68 entitled
"Childcare Facilities."
(Council Bill No. 16-1027)

Kathy Lewis is asking Council to consider the adoption of all, some, or none of the recommended changes to Municipal Code Chapters 2.94 and 5.68 to reflect the following:

1. Change membership of the Commission from 12 members to 9 members.
2. Change the word under members from "shall consist of" to "may consist of" as citizens willing to serve change from time to time may represent different capacities in childcare.
3. Add under duties of the Commission "to hear appeals."
4. Change the denial section to read from "found guilty of any crime involving a controlled substance" to add an exception as provided in Subsection B.
5. In subsection B add to the 5 year offense limitation for denial "possession of marijuana or marijuana paraphernalia for personal use."
6. Revise the appeal section to be concise on the conditions in which a facility may continue to operate while the license is in an appeal status; clarify the conditions in which the Commission may rule during an appeal, and how that decision is determined, and how the applicant is notified of the decision.

7. In the case of revocation, change the amount of time from two years to five years before a license may be reinstated and change the language from “shall” to “may” to match the State language, giving the Commission and City some latitude.

Councilmember Evans asked about high school’s student membership asking if this is the same as a student representative. Mrs. Lewis replied yes, however, they cannot vote because it is a judicial proceeding with an appeal and that’s why they are not allowed to vote.

Councilmember Miller asked about “crimes involving a controlled substance” asking if this includes alcohol. Mrs. Lewis said it does not. At this time an alcohol offence does not disqualify from receiving a childcare license.

Councilmember Edinger asked if #7 is proposed as result of drug use. Mrs. Lewis said it pertains strictly to marijuana usage by applicants when they were young adults. A lot of them are now older adults and their offenses are 5-20 years old.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Council Bill No. 16-1027 adopting the changes to Municipal Codes Chapters 2.94 entitled “Childcare Commission” and 5.68 entitled “Childcare Facilities.” Motion Carried.

**Item 3. Approval of a Scofflaw Ordinance related to Unpaid Parking Citations.
(Council Bill No. 16-1028)**

Sam Taylor is asking Council to adopt an ordinance creating the scofflaw program related to unpaid parking fines. Mr. Taylor noted in his staff report that the City has in the past struggled to ensure motorists who receive parking citations pay their fines. By not proactively collecting on unpaid parking tickets, it has created an environment whereby numerous motorists know they don’t have to abide by the City’s parking regulations. When the City has a parking system in which many motorists don’t follow the rules, it impacts those law-abiding citizens who are following the rules and may end up losing out on parking opportunities. Parking is a finite resource within the City, particularly downtown. Abusers of the parking system inhibit residents and visitors from being able to take advantage of downtown amenities – both our amazing outdoors and our local businesses. This becomes an issue of economic development. The Parking Commission unanimously recommended approval of the proposed scofflaw ordinance. The scofflaw ordinance sets up a system to provide public information related to who has multiple tickets still owing over a certain period of time and also sets up a physical enforcement mechanism to address those unpaid tickets. That physical method is an immobilization device for the vehicle, known as a “boot.” Mr. Taylor went on to explain the basics of the scofflaw ordinance. He also noted that the Coeur d’Alene Downtown Association also is a proponent of this new process, and believes that physical enforcement will continue to ensure compliance with the City’s parking regulations.

Mr. Taylor also noted that staff believes it is appropriate for scofflaw motorists to bear the costs of this program. With that in mind, new costs associated with this include a monthly charge by Diamond for this new work as well as costs associated with removal of the boot by a local towing company. A towing company would charge \$65 for the removal of the boot. Diamond intends to charge \$185 per month plus \$45 per installed boot, and staff will need to devise a basic charge for motorists to pay a portion of that in their process so we can recoup that cost. It may be that some of those costs are borne by general parking revenues, as at a certain

point it may be too much of a burden for the motorist. This is a future discussion for council. We would also need to purchase several boots, and the cost of those is approximately \$163-\$183 per device. Staff believes purchasing four initially would be appropriate. Should the City Council approve this ordinance, staff will bring back additional items necessary for creation of this program:

1. An update to Diamond Parking's contract.
2. An agreement with a local towing company for towing services now.
3. An update to the Municipal Fee Schedule.

No decisions are being made on these issues now and will be brought back to a future meeting should council agree to the new scofflaw program via this ordinance.

Councilmember Evans how many boot situations are anticipated per year? Mr. Taylor said it is unknown but they anticipate it could be substantial, depending on how many remain on the list after deadline from the City's latest collect attempt. Council Member Evans asked if there are another option available such as the big obnoxious sticker that is difficult to remove and not as severe as the boot? Mr. Taylor said he is not familiar with discussions prior to his employment but he is sure the committee has had those discussions. Based on the initial experience they've had with collections, if folks don't have a problems with being sent to collections and having their credit impacted, he's not sure a sticker will do the job. But it is always up to council if they feel this is to sever and want to try other options first. He noted that part of the boot process does include a large sticker to ensure they do not try to drive off with the boot or try to remove with the boot and it explains the process for getting the boot removed. Mr. Taylor noted that the boot would only be applied if a person is parked in the public right of way that Diamond Parking patrols.

Councilmember Miller asked what is the system, by which the city can assure, that the owner of the vehicles knows that they are going to be put on the Scofflaw list. The City will provide informational pieces on all the social media sites, the Press, the local media, and on the City's website to ensure people are aware that this will be occurring. The vehicle owner will also receive a letter. Mr. Taylor said he is very confident that the word is getting out and that people will be checking to see if their name is on the "Scofflaw list."

Councilmember Evans said she believes it is a fine balance between collecting money for the tickets and a drastic measure for enforcement. She is curious about the timing of this right after the major attempt to collect on tickets and whether there will be an increase in people paying their tickets from the collection effort. Mr. Taylor said there was no particular discussion to the timing. Only that they continue to know that people are not paying their parking tickets and those people don't care about going to collections to there needs to be a diversity of enforcement. Mr. Taylor discussed said he would discuss with Diamond the ability to provide the City a detailed list of fines paid vs. parking revenue, rather than receiving the report as a one lump sum figure.

Councilmember Edinger asked Deputy City Attorney, Randy Adams, if all this is legal. Mr. Adams responded yes noting there are a lot of due process protections in the ordinance, plenty of notice given, it is only for the most egregious offenders, there is an appeal process. He also noted that many Cities boot including Spokane and the process has been around for a long while.

Councilmember Miller asked about a barnacle windshield boot vs a tire boot. Mr. Taylor said this is a new technology and the product is not actually out yet and it is much more expensive compared to the boot. The price point is about \$500 per barnacle.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Council Bill No 16-1028 creating the Scofflaw Program related to unpaid parking fines. Motion Carried.

Item 4. Approval of a contract with Ken Spiering for a new piece of public art – “Undercurrent” at the Riverstone pond.
(Resolution No. 16-065)

Sam Taylor is asking Council to approve a contract with artist Ken Spiering for a new piece of public art at the Riverstone pond. Mr. Taylor noted that the Arts Commission has been working for nearly a year to seek proposals for this public art that will be placed near the parking lot of Riverstone Park. The Arts Commission unanimously recommended the “Undercurrent” art piece. Part of the selection process included community feedback, whereby we placed the three top choices (known as maquettes) in the library for voting. Staff has worked with Mr. Spiering to negotiate a contract which calls for the piece to be constructed and installed by October 31, 2017. The total budget for the project is \$69,000. Funding within the Arts Fund for this project comes from ignite CDA’s annual contribution to that fund. Specifically, this piece is paid for based on the River District urban renewal district collections. Ignite CDA annually provides 2 percent of its budget to the city for public art within the two urban renewal districts.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-065 approving a contract with Ken Spiering for public art known as “Undercurrent” to be placed near the Riverstone pond. Motion Carried.

The meeting adjourned at 12:27 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

DATE: DECEMBER 14, 2016

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: JANUARY 17, 2017

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-6-16	A proposed 7.46 acre annexation from County LI to City C-17 Applicant: Iron Legacy, LLC Location: W. side of Atlas Rd. S. of Hanley Avenue	Approve	Legislative
A-7-16	A proposed 1.51 ac. annexation from County AS to City R-3 Applicant: Lake City Engineering Location: Northern end of Victorian Drive	Approve	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be
JANUARY 17, 2017

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

**City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237**

[Office Use Only] Amt Pd 75-
Rec No 1165-146
Date 12-13-16
Date to City Council: 12-20-16
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service 9/22/2016

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from <u>Shoot the Moon LLC</u> to <u>Paradigm Restaurants LLC</u>	\$ <u>75.00</u>

Business Name	<u>Chili's Grill & Bar</u>
Business Mailing Address	<u>1185 W 3050 S</u>
City, State, Zip	<u>OGDEN, UT 84401</u>
Business Physical Address	<u>482 W SUNSET AVE</u>
City, State, Zip	<u>COEUR D'ALENE, ID 83815</u>
Business Contact	Business Telephone: <u>801-621-0905</u> Fax: <u>801-621-6764</u> Email address: <u>DAVID@MRULC.COM</u>
License Applicant	<u>PARADIGM RESTAURANTS, L.C.</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>DAVID A HARPER</u> <u>STEPHAN L RALSTON</u>



CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2225 – FAX 208/769-2284

Finance Department Staff Report

Date: December 12, 2016

From: Troy Tymesen, Finance Director

Subject: Annual Road and Street Financial Report

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2016.

HISTORY:

Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31st of December for the preceding fiscal budget year for cities, counties, and highway districts.

FINANCIAL ANALYSIS:

The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2015-16 was \$2,242,163.

PERFORMANCE ANALYSIS:

The Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department and the Finance Department.

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2016.

Annual Road and Street Financial Report

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Reporting Entity Name, Mailing Address and Contact Phone Number:		Please return, not later than December 31 , to:	
Entity City of Coeur d'Alene		BRANDON D. WOOLF IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720	
Address 710 Mullan Avenue			
City State Zip Coeur d'Alene ID 83814			
Contact/Phone (208) 769-2225	Contact/Email: vonniej@cdaid.org		
This certified report of dedicated funds is hereby submitted to the State Controller as required by 40-708, <i>Idaho code</i> .			
Dated this __20th__ day of __December_____, __2016___. ATTEST: <div style="text-align: right;">Clerk/Treasurer Signature</div>		Commissioner Signature	
		Commissioner Signature	
		Mayor or Commissioner Signature	
City Clerk/County Clerk/District Secretary (type or print name & sign)		Commissioners or Mayor (type or print name & sign)	
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, __2016__			
Line 1	BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR		(9,659,482)
RECEIPTS			
LOCAL FUNDING SOURCES			
Line 2	Property tax levy (for roads, streets and bridges)		
Line 3	Sale of assets		
Line 4	Interest income		2,174
Line 5	Fund transfers from non-highway accounts.		339,893
Line 6	Proceeds from sale of bonds (include LIDs)		
Line 7	Proceeds from issue of notes (include loans)		
Line 8	Local impact fees		694,798
Line 9	Local option registration fee		
Line 10	All other LOCAL receipts or transfers in.		3,445,619
Line 11	Total Local Funding (sum lines 2 through 10).		4,482,484
STATE FUNDING SOURCES			
Line 12	Highway user revenue		2,242,163
Line 13	Sales tax/Inventory replacement tax		
Line 14	Sales tax/Revenue sharing		
Line 15	State Exchanged funds.		
Line 16	All other STATE receipts or transfers.		
Line 17	Total State Funding (sum lines 12 through 16).		2,242,163
FEDERAL FUNDING SOURCES			
Line 18	Secure Rural Schools		
Line 19	Federal-aid Bridge.		
Line 20	Federal-aid Rural.		
Line 21	Federal-aid Urban.		52,741
Line 22	Federal Lands Access Funds and All other FEDERAL receipts or transfers		
Line 23	Total Federal Funding (sum lines 18 through 22)		52,741
Line 24	TOTAL RECEIPTS (sum lines 11, 17, 23)		6,777,388

REPORTING ENTITY NAME:

FISCAL YEAR:

DISBURSEMENTS

Page 2 of 3

	NEW CONSTRUCTION (include salary and benefits on each line)	
Line 25	Roads	
Line 26	Bridges, culverts and storm drainage	381,118
Line 27	RR Crossing	
Line 28	Other (signs, signals or traffic control).	
Line 29	Total New Construction (sum lines 25 through 28).	381,118
	RECONSTRUCTION/REPLACEMENT/REHABILITATION (include salary and benefits on each line)	
Line 30	Roads (rebuilt, realign, or overlay upgrade).	853,478
Line 31	Bridges, culverts and storm drainage	530,625
Line 32	RR Crossing.	
Line 33	Other (signs, signals or traffic control).	308,657
Line 34	Total Reconstruction/Replacement (sum lines 30 through 33).	1,692,760
	ROUTINE MAINTENANCE (include salary and benefits on each line)	
Line 35	Chip sealing or seal coating.	
Line 36	Patching	313,108
Line 37	Winter Maintenance	191,723
Line 38	Grading/blading	138,005
Line 39	Bridge.	
Line 40	Other (signs, signals or traffic control).	791,790
Line 41	Total Routine Maintenance (sum lines 35 through 40)	1,434,626
	EQUIPMENT	
Line 42	Equipment purchase - automotive, heavy, other.	56,730
Line 43	Equipment lease/purchase	52,796
Line 44	Equipment maintenance.	449,630
Line 45	Other (specify).	
Line 46	Total Equipment (sum lines 42 through 45)	559,156
	ADMINISTRATION	
Line 47	Administrative salaries and expenses.	960,509
	OTHER EXPENDITURES	
Line 48	Right-of-way and property purchases	74,947
Line 49	Property leases	
Line 50	Street lighting	606,563
Line 51	Professional services - audit, clerical, and legal.	
Line 52	Professional services - engineering.	541,404
Line 53	Interest - bond (include LIDs).	
Line 54	Interest - notes (include loans).	
Line 55	Redemption - bond (include LIDs)	
Line 56	Redemption - notes (include loans)	
Line 57	Payments to other local government.	
Line 58	Fund transfers to non-highway accounts.	
Line 59	All other local expenditures	
Line 60	Total Other (sum lines 48 through 59)	1,222,914
Line 61	TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).	6,251,083
Line 62	RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).	526,305
Line 63	OTHER ADJUSTMENTS (Audit adjustment and etc.).	
Line 64	CLOSING BALANCE (sum lines 1, 62, 63)	(9,133,177)
Line 65	Funds on Line 64 obligated for specific future projects & reserves.	
Line 66	Funds on Line 64 retained for general funds and operations.	
Line 67	ENDING BALANCE (line 64 minus the sum of lines 65, 66)	(9,133,177)

MANDATORY Section must be completed on HB312 revenue			
Reporting is required on the highway user revenue from HB312. Make sure you list how much you received in additional revenue on line 77. Starting on line 78, check the maintenance that was completed with the additional funds, provide how much was spent on each item, and a general description including quantity of length.			
<i>Example:</i> <input type="checkbox"/> <i>Chip Sealing/Seal Coating</i> \$35,000 <i>Chip sealed .25 miles of main street</i>			
Line 77	Total amount of Highway User Revenue from HB312		<div style="border: 1px solid black; width: 150px; text-align: right;">538,156</div>
	<u>Maintenance performed</u>	<u>Amount spent</u>	<u>Description of work</u>
Line 78	<input type="checkbox"/> Rehabilitation of road	<div style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">\$ 552,161.00</div>	<div style="border-top: 1px solid black; border-bottom: 1px solid black;">3.95 miles of overlay</div>
Line 79	<input type="checkbox"/> Rehabilitation and maintenance of bridge	<div style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">\$ -</div>	<div style="border-top: 1px solid black; border-bottom: 1px solid black;"></div>
Line 80	<input type="checkbox"/> Chip Sealing/Seal Coating	<div style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">\$ 156,964.00</div>	<div style="border-top: 1px solid black; border-bottom: 1px solid black;">Chip and Fog seal 2.28 miles</div>
Line 81	<input type="checkbox"/> Grading/Blading	<div style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">\$ 29,551.00</div>	<div style="border-top: 1px solid black; border-bottom: 1px solid black;">Grading, Gravel and Dust Oil</div>
Line 82	<input type="checkbox"/> Striping	<div style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">\$ 71,755.00</div>	<div style="border-top: 1px solid black; border-bottom: 1px solid black;">Striping Pavement Markings</div>
Line 83	<input type="checkbox"/> Traffic Control	<div style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">\$ 12,960.00</div>	<div style="border-top: 1px solid black; border-bottom: 1px solid black;">Traffic Control</div>
Line 84	<input type="checkbox"/> All other maintenance	<div style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: right;">\$ 247,347.00</div>	<div style="border-top: 1px solid black; border-bottom: 1px solid black;">Hot and Cold Asphalt Maintenance Crack Seal</div>
Total amount spent on maintenance or replacement		<div style="border: 1px solid black; text-align: right;">\$ 1,070,738.00</div>	
Line 85	Deferred maintenance costs over the last 5 years (in dollars).		<div style="border: 1px solid black; width: 150px; height: 20px;"></div>

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: December 12, 2016

FROM: James Remitz, Capital Program Manager

SUBJECT: AWTF Tertiary Treatment Phase 2 Improvements
Sole Source Procurement of Project Equipment

DECISION POINT:

The City Council is requested to declare that Primary Sludge (PS) Pump 4, Return Tertiary Sludge (RTS) Pumps 3 and 4, Waste Secondary Sludge (WSS) Pump 3 and Alternate Coagulant Pumps be sole sourced procured as part of the AWTF Tertiary Treatment, Phase 2 Improvements. The construction bidding documents for this project will specify these pumps exclusively for their respective application. The Council is also requested to authorize publishing a notice in the newspaper stating the City's intent to sole-source procure said equipment pursuant to the requirements of Idaho Code § 67-2808.

HISTORY:

The Coeur d'Alene Wastewater Department is currently in the bidding phase for the Tertiary Treatment Phase 2 Improvements to the City's Advanced Wastewater Treatment Facility (AWTF). These improvements are necessary in order for the City's AWTF to comply with the requirements of the EPA National Pollutant Discharge Elimination System (NPDES) permit that was issued December 1, 2014, that allows for the discharge of treated wastewater into the Spokane River. The design of the Tertiary Phase 2 improvements follows the construction of Tertiary Treatment Phase 1 improvements and because some of the above referenced pumping equipment was installed as part of the Tertiary Treatment Phase 1 improvements, the compatibility of this pumping equipment is crucial to the functionality of the Tertiary Treatment Phase 2 Improvements.

FINANCIAL ANALYSIS:

The construction cost of Tertiary Treatment Phase 2 improvements is being funded through the Clean Water State Revolving Loan Fund administered by Idaho Department of Environmental Quality (IDEQ). The cost of the sole-sourced pumping equipment identified in this staff report will not significantly affect the total project cost.

DISCUSSION:

Idaho Code § 67-2808 (copy attached) allows sole source expenditures if the governing board declares that there is only one vendor reasonably available for the personal property to be acquired. Wastewater staff contends that the proposed pumping equipment meets the criteria of I.C. § 67-2808 (2) (a) (ii):

“Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration”. Wastewater staff has determined that the commonality of this pumping equipment is a “paramount consideration” for the efficient performance of the Tertiary Treatment Phase 2 improvements. The City’s design consultant for this project, HDR Engineering, Inc., has provided further written justification for the City’s consideration of the sole-source procurement of the pumping equipment and is attached to this staff report.

DECISION POINT / RECOMMENDATION:

Wastewater staff recommends that the City Council:

1.) Declare that the following equipment manufacturers and models to be sole sourced for use in the AWTF Tertiary Treatment Phase 2 project:

- Primary Sludge Pump 4: WEMCO Model C;
- Return Tertiary Sludge Pumps 3 and 4: ABS Model RCP 500
- Waste Secondary Sludge Pump 3: Vogelsang Model VX100-128Q
- Alternate Coagulant Pumps: Watson Marlow Model 620DuN

2.) Authorize the publication of a notice of intent to sole-source procure this pumping equipment.



December 5, 2016

Mr. Jim Remitz
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

Subject: Advanced Wastewater Treatment Facility
 Tertiary Treatment Phase 2 Improvements
 Sole Source Justification for Project Equipment

Dear Mr. Remitz,

The purpose of this letter is to provide the City of Coeur d'Alene, in accordance with requirements for political subdivisions of the state of Idaho, with technical information related to some of the equipment being furnished for the Advanced Wastewater Treatment Facility (AWTF) Tertiary Treatment Phase 2 Improvements project that we consider necessary to sole source.

Background

Phase 1 of Tertiary Treatment at the Coeur d'Alene AWTF confirmed the process concept developed and tested in the Low Phosphorus Demonstration Pilot Facility. The project has been designed, constructed, and the following components have been in operation for over a year:

- Secondary Effluent Pumping Station (SEPS)
- Expanded Solids Contact Tank (ESCT)
- Chemical Mixing Tank (CMT)
- Tertiary Membrane Filtration (TMF) Equipment Building
 - An equipment building houses tertiary membrane filtration ancillary process equipment, including pumps, blowers, and chemical systems.
- Membrane Operating System
 - The Membrane Operating System consists of straining, membrane tanks, membrane cassettes, permeate pumping, tank drain pumps, chemical cleaning equipment, and system controls.
- Blower System
 - The blower system consists of two systems:
 - Turbo blowers providing aeration air to the Chemical Mixing Tank.
 - Positive displacement blowers providing air to scour the membranes.

- Return Tertiary Sludge Pumping
- Waste Sludge Pumping
- Chemical Feed Systems

The Tertiary Treatment Phase 2 Improvements project continues the phased implementation of improvements necessary to comply with the City's current EPA National Pollution Discharge Elimination System (NPDES) permit that became effective December 1, 2014. In addition to the increase in membrane filtration capacity from 1.0 million gallons per day (mgd) to a 5.0 mgd, Phase 2 project elements include:

- Primary Clarifier 3 with odor control
- Secondary Clarifier 3
- Secondary Control Building 2
- Secondary Scum Pumping Station
- Dewatering Sumps
- New SEPS Pumps
 - Increased secondary effluent pumping capacity to 6 mgd to deliver secondary effluent to the tertiary membrane filtration system. The pumps are designed to operate through Phase 3.
- Conversion of the Expanded Solids Contact Tank into additional Chemical Mixing
 - Decommissioning of the trickling filter effluent and return secondary sludge transfer pumping at the commencement of the Tertiary Treatment Phase 2 project.
- New 3W pumping and UV disinfection system
- Modifications to Chemical Systems Center for additional alum, caustic, and alternate coagulant storage
- Power supplies, controls, and support utilities for the new buildings and equipment

Design of Tertiary Treatment Phase 2 Improvements project has been completed and will go to construction in early 2017. Construction of the Phase 2 Tertiary Treatment facility is scheduled to be completed in late 2018.

During design, some of the equipment for the Tertiary Treatment Phase 2 Improvements project was identified as being equipment that should be sole sourced. That equipment and sole source justification is described in detail below.

Procurement Requirements

Procurement requirements for all political subdivisions of the State of Idaho are governed by Idaho Statute Title 67 - State Government and State Affairs, Chapter 28 Purchasing by Political Subdivisions. The full statute is available at <http://www.legislature.idaho.gov/idstat/Title67/T67CH28.htm>. The legislative intent of this statute for purchasing by a political subdivision includes:

- Efficient and cost-effective procurement of goods and services
- Procurement by way of a publicly accountable process that respects the shared goals of economy and quality
- Purchase from vendors with a significant Idaho economic presence

Section 67-2808, Subsection (2) applies to sole source expenditures if the governing board declares that there is only one vendor for the personal property to be acquired. Situations where only one source is reasonably available include, but are not limited to the following:

- Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration;
- The purchase of property for which it is determined there is no functional equivalent;
- Where competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.

Notice of sole source procurement shall be published in the official newspaper of the political subdivision at least fourteen (14) calendar days prior to the award of the contract.

Tertiary Treatment Phase 2 Sole Source Equipment

The following equipment has been identified as being necessary to sole source for the Tertiary Treatment Phase 2 Improvements project:

- Primary Sludge Pump 4
- Return Tertiary Sludge (RTS) Pumps 3 and 4
- Waste Secondary Sludge (WSS) Pump 3
- Alternate Coagulant Pumps

PRIMARY SLUDGE PUMP 4

The City has three existing primary sludge pumps in operation at the AWTF. The existing system has been in operation for almost three decades. A fourth primary sludge pump is necessary to serve the new primary clarifier and maintain pump redundancy. By installing a fourth pump from the same manufacturer that is the same model as the existing pumps, the City will be able to expand

the existing system with commonality of systems and equipment. If the City were to not pursue a sole source expenditure, it may be faced with a different pump manufacturer which has alternate operations and maintenance procedures requiring additional operator training, increased spare parts inventory, and modifications to improvements already constructed. Compatibility of equipment will allow for the most efficient operations and maintenance.

RETURN TERTIARY SLUDGE (RTS) PUMPS 3 AND 4

Two RTS pumps were installed at the AWTF during Phase 1 of the Tertiary Treatment improvements. The existing system maintains the chemical and biological solids inventory in the Chemical Mixing Tanks and has been in operation for over a year. A third RTS pump is necessary to accommodate the increased flows to the TMF facility. By installing a third pump in the RTS channel, and providing one shelf spare, from the same manufacturer that is the same model as the existing pumps, the City will be able to expand the existing system with commonality of systems and equipment. If the City were to not pursue a sole source expenditure, it may be faced with a different pump manufacturer which has alternate operations and maintenance procedures requiring additional operator training, increased spare parts inventory, and modifications to improvements already constructed. Compatibility of equipment will allow for the most efficient operations and maintenance.

WASTE SECONDARY SLUDGE (WSS) PUMP 3

The City has two Waste Secondary Sludge (WSS) pumps in operation at the AWTF. The existing system has been in operation for over three decades. A third WSS pump is necessary in Secondary Control Building 2 to serve the new secondary clarifier and maintain pump redundancy. By installing a third WSS pump from the same manufacturer that is the same model as the existing pumps, the City will be able to expand the existing system with commonality of systems and equipment. Additionally, the City has the same rotary lobe pump in operation for other applications within the facility and operators are familiar with the operation and maintenance of the pump. If the City were to not pursue a sole source expenditure, it may be faced with a different pump manufacturer which has alternate operations and maintenance procedures requiring additional operator training and increased spare parts inventory. Compatibility of equipment will allow for the most efficient operations and maintenance.

ALTERNATE COAGULANT PUMPS

Two alternate coagulant pumps will be installed during the Tertiary Treatment Phase 2 Improvements project. The pumps will deliver alternate coagulant, such as ferric chloride or polyaluminum chloride, to the TMF Facility. The pumps will be located in the Chemical Systems Center with the existing alum and caustic pumps. By installing two alternate coagulant pumps from the same manufacturer that is the same model as the existing chemical feed pumps, the City will be able to expand the existing system with commonality of systems and equipment. If the City were to not pursue a sole source expenditure, it may be faced with a different pump manufacturer which has alternate operations and maintenance procedures requiring additional operator training,

increased spare parts inventory, and modifications to improvements already constructed. Compatibility of equipment will allow for the most efficient operations and maintenance.

Implementation

Implementation of Tertiary Treatment Phase 2 Improvements project can be improved by matching existing equipment and systems where feasible. The manufacturer and model for proposed sole source equipment is listed below.

- Primary Sludge Pump 4: WEMCO Model C
- Return Tertiary Sludge (RTS) Pumps 3 and 4: ABS Model RCP 500
- Waste Secondary Sludge (WSS) Pump 3: Vogelsang Model VX100-128Q
- Alternate Coagulant Pumps: Watson Marlow Model 620DuN

Following a sole source determination by the City, a notice of sole source procurement shall be published in the local newspaper at least fourteen (14) calendar days prior to the award of the contract.

Sincerely,
HDR Engineering, Inc.

Michael S. Zeltner, PE
Associate | Project Manager

Cc: Sid Fredrickson, City Coeur d'Alene Wastewater Department
Don Keil, City Coeur d'Alene Wastewater Department
Casey Fisher, City Coeur d'Alene Wastewater Department
Dave Clark, HDR
Rickey Schultz, HDR



AWTF Tertiary Treatment Phase 2

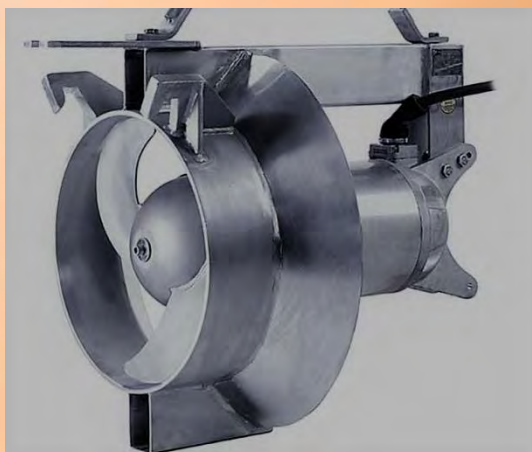
Sole Source Equipment Procurement



Primary Sludge Pumps



Return Tertiary Sludge Pump



Waste Secondary Sludge pump



Alternate Coagulant Pumps



RESOLUTION NO. 16-065

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING ACCEPTANCE OF MAINTENANCE/WARRANTY AGREEMENT AND SECURITY FOR GARDEN GROVE (S-4-15); ACCEPTANCE OF GRANT DEEDS FOR RIGHT-OF-WAY PURPOSES AND APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS WITH KOOTENAI HEALTH, COEUR D'ALENE EYE CLINIC, GLACIER 521, AND A PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH GLACIER 700 FOR THE US 95, IRONWOOD/EMMA AVENUE RECONSTRUCTION PROJECT; AND APPROVAL OF A FABRICATION AND INSTALLATION SERVICES AGREEMENT WITH KEN SPIERING FOR RIVERSTONE PUBLIC ART PROJECT "UNDERCURRENT."

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

- A) Acceptance of Maintenance/Warranty Agreement and Security for Garden Grove (S-4-15);
- B) Acceptance of Grant Deeds for right-of-way purposes and Approval of Temporary Construction Easement Agreements with Kootenai Health, Coeur d'Alene Eye Clinic, Glacier 521, and a permanent and temporary Construction Easement Agreement with Glacier 700 for the US 95, Ironwood/Emma Avenue Reconstruction Project; and
- C) Approval of a Fabrication and Installation Services Agreement with Ken Spiering for Riverstone Public Art Project "Undercurrent";

AND;

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through C" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify

said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 20th day of December, 2016.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: December 20, 2016
FROM: Shane Roberts, Public Works Inspector
SUBJECT: **S-4-15 Garden Grove: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a ninety-four (94) lot residential development.
2. Acceptance of the installed public improvements.
3. Approval of the Maintenance/Warranty agreement and bonding security.

HISTORY

- a. Applicant: Donald Smock
Harmony Homes, LLC
1000 Northwest Boulevard
Coeur d'Alene, Idaho 83814
- b. Location: Celebration Drive, between Prairie Ave. and Joanna Dr. in the northwest quadrant of the NW Sec.27 Twp 51 N. R.4 W.B.M.
- c. Previous Action:
 1. Preliminary plat approval, December 2015.

FINANCIAL ANALYSIS

The developer is installing bonding security at 10% of the infrastructure installation cost to insure the warranty/maintenance of the public improvements that were installed for Garden Grove. The security amounts to \$118,314.77 and will be in place for one (1) year following the date of acceptance.

PERFORMANCE ANALYSIS

The developer has completed the installation all of the required public improvements and, the appropriate City departments have approved the installations and have found them ready to accept. Acceptance of the installed improvements will allow issuance of all available building permits for this development, and, Certificate of Occupancy issuance upon completion. Should the developer fail to maintain any of the installations that fail or fall into disrepair during the maintenance/warranty period, the City can attach the security and remedy the situation. The City maintenance would be required to start after the one (1) year warranty period expires on December 20, 2017.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Accept the installed public improvements.
3. Approve the Maintenance/Warranty agreement and accompanying security.

AGREEMENT FOR MAINTENANCE / WARRANTY OF SUBDIVISION WORK
Garden Grove

THIS AGREEMENT made this ____ day of December, 2016 between Harmony Homes, LLC, whose address is 1000 Northwest Boulevard, Coeur d'Alene, Idaho 83814 with **Donald Smock**, President, hereinafter referred to as the "**Developer**," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Garden Grove, a ninety-four (94) lot, residential development in Coeur d'Alene, situated in the Northwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Garden Grove", signed and stamped by Merle Van Houten, PE, #12523, dated July 7, 2016, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, pedestrian trail system including ramps, street luminaires, signing, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of One Hundred Eighteen Thousand Three Hundred Fourteen Dollars and 77/100 Dollars (\$118,314.77) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 20th day of December, 2017. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

Harmony Homes, LLC

Steve Widmyer, Mayor

Donald Smock, President

ATTEST

Renata McLeod, City Clerk

EXHIBIT A

Garden Grove PUD Warranty Bond 12/7/2016				
DESCRIPTION	UNIT	QTY.	COST PER UNIT	TOTAL ITEM COST
WATER				
Water Main Pipe - Size 4"	LF	262	\$ 18.50	\$ 4,847.00
Water Main Pipe - Size 8"	LF	3680	\$ 18.50	\$ 68,080.00
Water Main Pipe - Size 10"	LF	643	\$ 23.17	\$ 14,898.31
Water Main Fittings - Type - Tees & Elbows	LS	1	\$ 12,448.50	\$ 12,448.50
Valve - Type - Resilient Seat Gate Valves	EA	15	\$ 1,374.11	\$ 20,611.65
Blow-Off Assembly - Size 4"	EA	5	\$ 958.28	\$ 4,791.40
Hydrant Assembly	EA	14	\$ 4,500.00	\$ 63,000.00
Water Service Connection - Single Meter - Size 1"	EA	18	\$ 1,568.43	\$ 28,231.74
Water Service Connection - Dual Meter - Size 1"	EA	38	\$ 2,988.26	\$ 113,553.88
Irrigation Service Connection - Size 1.5"	EA	2	\$ 3,984.59	\$ 7,969.18
Irrigation Service Connection - Size 2.0"	EA	1	\$ 5,021.07	\$ 5,021.07
SEWER				
Gravity Sewer Pipe	LF	3190	\$ 16.98	\$ 54,166.20
Sanitary Sewer Manhole - Precast	EA	16	\$ 2,193.43	\$ 35,094.88
Sewer Service Line - Size 4" - Type - SDR 35	EA	94	\$ 640.54	\$ 60,210.76
CONCRETE				
Rolled Curb and Gutter	LF	9110	\$ 14.42	\$ 131,366.20
Standard 6" Curb and Gutter - Prairie Avenue	LF	102	\$ 44.26	\$ 4,514.52
Type A' Curb (No Gutter)	LF	140	\$ 35.56	\$ 4,978.40
Concrete Sidewalks, 4" Thickness, Including Ped-Ramps Within ROW	SY	4627	\$ 34.24	\$ 158,428.48
Concrete Sidewalks, 4" Thickness, Outside ROW	SY	869	\$ 34.24	\$ 29,754.56
Curb Inlet - Type A	EA	17	\$ 1,344.88	\$ 22,862.96
AGGREGATES AND ASPHALT				
Crushed Aggregate Base - 3/4" Minus	CY	3306	\$ 30.02	\$ 99,246.12
Plant Mix Pavement - ITD SP3, 3" Thickness	SY	14861	\$ 10.76	\$ 159,904.36
Plant Mix Pavement - 10' Pedestrian Path, 2" Thickness	SY	584	\$ 11.55	\$ 6,745.20
STORMWATER AND EROSION CONTROL				
Drywell - Type A - Single Depth	EA	8	\$ 2,348.01	\$ 18,784.08
Drywell - Type B - Double Depth	EA	12	\$ 3,051.60	\$ 36,619.20
TRAFFIC SIGNALS AND STREET LIGHTING				
Painted Pavement Markings - Stop Bar	SF	23.5	\$ 29.79	\$ 700.07
Permanent Signing - Street/Stop Signs	LS	1	\$ 11,336.00	\$ 11,336.00
Steel Sign Posts	EA	11	\$ 453.00	\$ 4,983.00
TOTAL SUBDIVISION IMPROVEMENTS				\$ 1,183,147.72
MAINTENANCE/WARRANTY BOND (10% OF PUBLIC SUBDIVISION IMPROVEMENTS)				\$ 118,314.77



SAMPLE
DRAFT
ONLY

STANDBY IRREVOCABLE

Letter of Credit No. _____

Issue Date: _____

Expiration Date: December 20, 2017

Amount: US\$118,314.77

Beneficiary:

City of Coeur d'Alene

City Hall

710 E. Mullan Avenue

Coeur d'Alene, ID 83814

Applicant:

Harmony Homes LLC

1000 Northwest Blvd.

Coeur D'Alene, ID 83814

Attention: Donald (Pepper) R Smock

This credit advised through: Direct

We hereby issue this irrevocable standby letter of credit in the amount of One Hundred Eighteen Thousand Three Hundred Fourteen and 77/100 U.S. Dollars (US\$118,314.77), available by your draft(s), drawn at sight on Columbia State Bank, Tacoma, Washington, accompanied by the following:

1. Beneficiary's Statement on their letterhead signed by an authorized representative of beneficiary, reading as follows:

"The undersigned hereby states that the following is true and correct: the undersigned is an authorized representative of the beneficiary, the undersigned hereby requests the release of all or a portion of the sums represented by this letter of credit and declares that Harmony Homes LLC, located at the address of 1000 Northwest Blvd., Coeur d'Alene, Idaho has not properly performed the work required in connection with the project described as Public Improvements on the Construction Plans entitled "Garden Grove" dated July 7, 2016, under No. 12523 which is located at the project subdivision plat of Garden Grove, a ninety-four (94) lot, residential development in Coeur d'Alene, situated in the Northwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho. Beneficiary further states that, as of the date of this drawing, beneficiary is entitled to draw on this letter of credit under the terms of the agreement.

2. The original of this letter of credit and any amendments.

Upon any partial drawings, we certify that we will return the original letter of credit with our endorsement immediately after payment has been made via overnight UPS courier.

Drafts to be presented for negotiation not later than December 20, 2017, at the counters of Columbia State Bank, International Department, MS6400, 1301 A Street, Suite 100, Tacoma, Washington 98402 and Marked: "Drawn under L/C No. _____ of the Columbia State Bank, International Department, Tacoma, Washington, dated: _____"

Partial drawings are permitted.

All written notification shall be sent via overnight courier.

We hereby agree with the drawers of drafts drawn under and in compliance with the terms of this credit that the same shall be honored on due presentation to drawee. This credit is subject to International Standby Practices (ISP98) Publication No. 590.

REVIEWED AND APPROVED BY:

HARMONY HOMES LLC

DONALD R. SMOCK

Authorized Signature

CITY COUNCIL

STAFF REPORT

DATE: December 20, 2016
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **Approval of Grant Deeds and Easement Agreements for the US 95 & Ironwood / Emma Project**

DECISION POINT

Staff is requesting the City Council to approve the Grant Deeds, Permanent and Temporary Easement agreements for the US 95 & Ironwood / Emma Reconstruction Project.

PERFORMANCE ANALYSIS

Attached are the original Grant Deeds, Permanent and Temporary Construction Easement Agreements for parcels No. 1, 2 (north and south), 8, and 9 for approval. The signed Agreements will allow the project to continue to move forward.

Below is a summary of the attached documents:

Parcel No. 1 Grant Deed (Kootenai Health)
Parcel No. 1 Temporary Construction Easement agreement (Kootenai Health)
Parcel No. 2 Permanent and Temporary Easement agreement (Glacier 700)
Parcel No. 2 Grant Deed (Glacier 700 / Kootenai Health)
Parcel No. 8 Grant Deed (Coeur d'Alene Eye Clinic)
Parcel No. 8 Temporary Construction Easement agreement (Cd'A Eye Clinic)
Parcel No. 9 Grant Deed (Glacier 521)
Parcel No. 9 Temporary Construction Easement agreement (Glacier 521)

RECOMMENDATION

Staff recommends a motion to approve the Grant Deeds, Permanent and Temporary Easement Agreements for the US 95 & Ironwood / Emma Reconstruction Project.

GRANT DEED

FOR RIGHT-OF-WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that Kootenai Hospital District, whose address is 2003 Kootenai Health Way, Coeur d'Alene, ID 83814, with Jon Ness, CEO, herein called GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTOR does hereby dedicate their interest in said parcel of land for public use. Said grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTOR.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 29th day of June, 2016.

KOOTENAI HOSPITAL DISTRICT

By:

Jon Ness
Jon Ness, CEO

STATE OF IDAHO)
COUNTY OF KOOTENAI) SS

On this 29th day of June, 2016, before me a Notary Public, personally appeared Jon Ness, known or identified to me to be the CEO of the Kootenai Hospital District, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Hospital District 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.

Victoria Holmes
Notary Public for the State of Idaho

Residing at: Coeur d'Alene

My Commission Expires: 7/27/2018

Kootenai Hospital Dist

VICTORIA HOLMES
NOTARY PUBLIC
STATE OF IDAHO



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT A
LEGAL DESCRIPTION

of
RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT
KOOTENAI HOSPITAL DISTRICT TO THE CITY OF COEUR D'ALENE
May 5, 2016

That portion of that certain property described in Warranty Deed dated April 22, 1964, Recorded in Book 197 of Deeds at page 190, records of Kootenai County, located in the NE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

BEGINNING at the southeast corner of the aforementioned property said point being the intersection of the west Right-of-Way line of U.S. Highway 95 and the north Right-of-Way line of Ironwood Drive, thence along the south line of said property and the north Right-of-Way line of Ironwood Drive, South 82°04'57" West, a distance of 457.53 feet;

thence leaving said south line, North 72°20'35" East, a distance of 105.52 feet;

thence North 82°10'08" East, a distance of 191.98 feet;

thence North 07°55'16" West, a distance of 5.18 feet;

thence North 82°09'44" East, a distance of 165.75 feet, more or less, to a point on the east line of said property and the west Right-of-Way line of U.S. Highway 95;

thence along said east line, South 02°37'34" West, a distance of 22.89 feet to the POINT OF BEGINNING.

Containing 8,030 square feet (0.184 acres), more or less.

TOGETHER WITH: a Temporary Construction Easement lying adjacent to and northerly of the above described Right-of-way Acquisition:

Commencing at the southeast corner of said property described in Warranty Deed recorded in Book 197 of Deeds at Page 190, said point being the intersection of the west Right-of-Way line of U.S. Highway 95 and the north Right-of-Way line of Ironwood Drive thence along the east line of said property and the west Right-of-Way line of U.S. Highway 95, North 02°37'34" East, a distance of 22.89 feet to the POINT OF BEGINNING;

thence leaving said east line South 82°09'44" West, a distance of 165.75 feet;

thence South 07°55'16" East, a distance of 5.18 feet;

thence South 82°10'08" West, a distance of 191.98 feet;

thence South 72°20'35" West, a distance of 105.52 feet, more or less, to a point on the south line of said property and the north Right-of-Way line of Ironwood Drive;

\\\\cdafiles\\Public\\Projects\\JUB\\20-15-066 CDA Ironwood
US95\\30_PROJECT_ENGINEERING\\30.2_PRELIMINARY_DESIGN\\30.2.10_SURVEYS\\3_FIELD_SURVEY_DATA\\Cad\\Survey\\LEGALS\\KHD_ROW-TE-Acquisition.docx

a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

thence along said south line and the North Right-of-Way line of Ironwood Drive, South 82°04'57" West, a distance of 116.37 feet;

thence leaving said south line North 72°11'33" East, a distance of 220.39 feet;

thence North 82°10'05" East, a distance of 195.23 feet;

thence North 07°55'16" West, a distance of 4.93 feet;

thence North 82°04'44" East, a distance of 169.47 feet, more or less, to a point on the east line of said property and the west Right-of-Way line of U.S. Highway 95;

thence along said east line, South 02°37'34" West, a distance of 20.34 feet to the POINT OF BEGINNING of the Temporary Construction Easement.

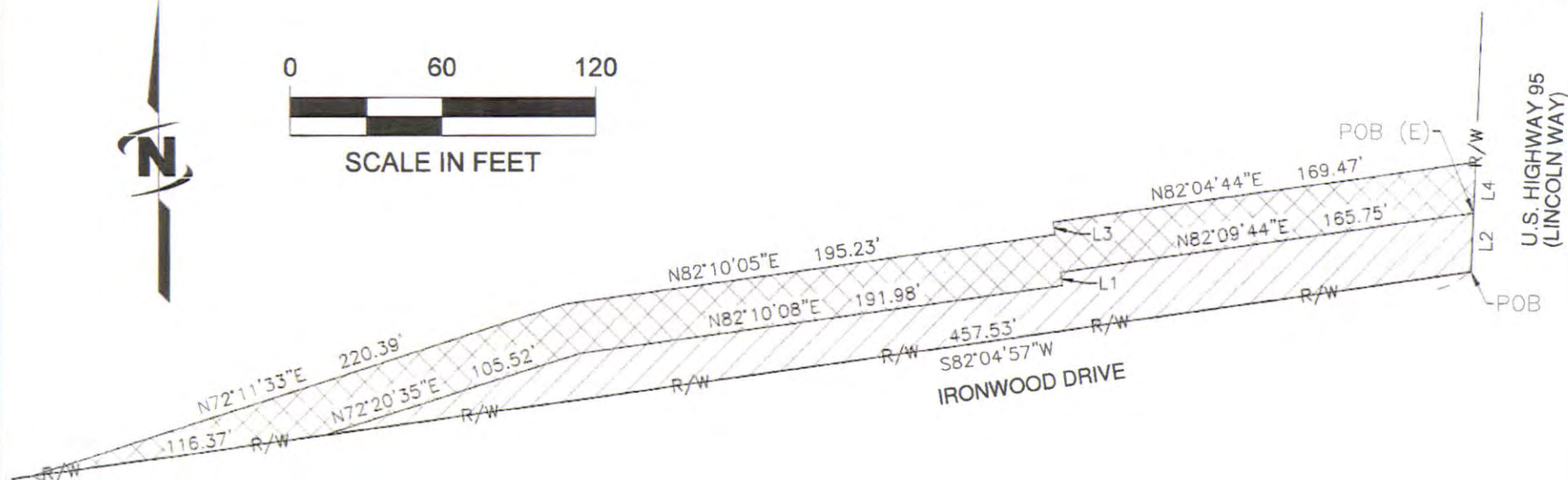
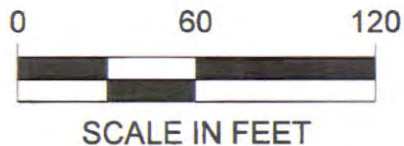
Containing 10,474 square feet (0.241 acres), more or less.

TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing Rights-of-way and easements of record and/or appearing on said above describe parcels.



Digitally Signed:
May 06, 2016





LEGEND

POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION

POB (E) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT

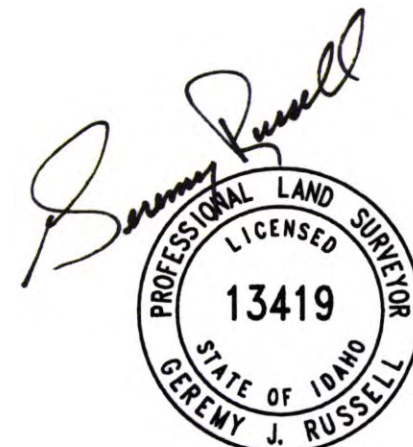


RIGHT-OF-WAY ACQUISITION, 8,030 SQ. FT. (0.184 ACRES)±



TEMPORARY CONSTRUCTION EASEMENT, 10,474 SQ. FT. (0.241 ACRES)±

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N7°55'16"W	5.18'
L2	S2°37'34"W	22.89'
L3	N7°55'16"W	4.93'
L4	S2°37'34"W	20.34'



Digitally Signed on:
May 06, 2016



TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this _____ day of July, 2016, between Kootenai Hospital District, whose address is 2003 Kootenai Health Way, Coeur d'Alene, ID 83814, with Jon Ness, CEO herein called GRANTOR, and the City of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814-3958, its successors and assigns, herein called the GRANTEE.

WHEREAS, the GRANTOR herein delivers to the GRANTEE, a Temporary Construction Easement, described and shown in the attached Exhibit "A", for right-of-way purposes.

NOW THEREFORE, the parties agree as follows:

1. GRANTOR shall grant the Grantee or its agents or assigns, a nonexclusive temporary easement, over, under, along, across and through the Property described and shown in Exhibit "A", for the purpose of roadway widening and improvements construction, as shown on the final construction plans.
2. Grantee, its employees, agents or assigns, shall hold the Grantor harmless from and against any injury, expense, damage, liability or claim incurred by the Grantor arising directly or indirectly from easement rights granted by the Grantor solely as they relate to the roadway construction.
3. Grantee shall require its agents and contractors, if any, to carry workman's compensation insurance as required by applicable law, and, reasonable comprehensive liability coverage for injury to, or death of a person or persons, and for damage to property arising out of any use of the temporary easement area.
4. Grantee shall construct and/or retain all approaches, gates, fences, sidewalks, mailboxes, or other appurtenances in order to limit the interference to the GRANTOR use of the property during the term of construction.
5. Grantor shall not erect or construct any building or other improvement that would interfere with the Grantees easement rights or impede the progress of the construction, without written consent of the Grantee.
6. Said easement shall terminate upon the completion of the construction and the acceptance of the improvements by the City.
7. This contract shall not be binding unless and until it is executed by both parties.

8. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration of the grant of said Temporary Construction Easement, and, shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade, and construction of the proposed roadway.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written.


CITY OF COEUR D'ALENE

By:

Steve Widmeyer, Mayor

KOOTENAI HOSPITAL DISTRICT

By:



Jon Ness, CEO

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this ____ day of _____, 2016, before me the undersigned, a Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared _____, known or identified to me to be a representative, of the City of Coeur d'Alene and acknowledged to me that they executed the foregoing instrument in their official capacity on behalf of the City of Coeur d'Alene.

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 the State of Idaho

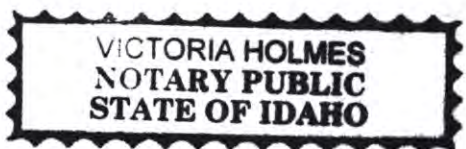
Residing at: _____

My Commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 29th day of June, 2016, before me a Notary Public, personally appeared Jon Ness known or identified to me to be the CEO of the Kootenai Hospital District, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Hospital District 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.



Victoria Holmes
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 7/27/2018



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT A
LEGAL DESCRIPTION
of
RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT
KOOTENAI HOSPITAL DISTRICT TO THE CITY OF COEUR D'ALENE
May 5, 2016

That portion of that certain property described in Warranty Deed dated April 22, 1964, Recorded in Book 197 of Deeds at page 190, records of Kootenai County, located in the NE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

BEGINNING at the southeast corner of the aforementioned property said point being the intersection of the west Right-of-Way line of U.S. Highway 95 and the north Right-of-Way line of Ironwood Drive, thence along the south line of said property and the north Right-of-Way line of Ironwood Drive, South $82^{\circ}04'57''$ West, a distance of 457.53 feet;

thence leaving said south line, North $72^{\circ}20'35''$ East, a distance of 105.52 feet;

thence North $82^{\circ}10'08''$ East, a distance of 191.98 feet;

thence North $07^{\circ}55'16''$ West, a distance of 5.18 feet;

thence North $82^{\circ}09'44''$ East, a distance of 165.75 feet, more or less, to a point on the east line of said property and the west Right-of-Way line of U.S. Highway 95;

thence along said east line, South $02^{\circ}37'34''$ West, a distance of 22.89 feet to the POINT OF BEGINNING.

Containing 8,030 square feet (0.184 acres), more or less.

TOGETHER WITH: a Temporary Construction Easement lying adjacent to and northerly of the above described Right-of-way Acquisition:

Commencing at the southeast corner of said property described in Warranty Deed recorded in Book 197 of Deeds at Page 190, said point being the intersection of the west Right-of-Way line of U.S. Highway 95 and the north Right-of-Way line of Ironwood Drive thence along the east line of said property and the west Right-of-Way line of U.S. Highway 95, North $02^{\circ}37'34''$ East, a distance of 22.89 feet to the POINT OF BEGINNING;

thence leaving said east line South $82^{\circ}09'44''$ West, a distance of 165.75 feet;

thence South $07^{\circ}55'16''$ East, a distance of 5.18 feet;

thence South $82^{\circ}10'08''$ West, a distance of 191.98 feet;

thence South $72^{\circ}20'35''$ West, a distance of 105.52 feet, more or less, to a point on the south line of said property and the north Right-of-Way line of Ironwood Drive;

\\\\cdafiles\\Public\\Projects\\JUB\\20-15-066 CDA Ironwood
US95\\30_PROJECT_ENGINEERING\\30.2_PRELIMINARY_DESIGN\\30.2_10_SURVEYS\\3_FIELD_SURVEY_DATA\\Cad\\Survey\\LEGALS\\KHD_ROW-TE-Acquisition.docx

a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

thence along said south line and the North Right-of-Way line of Ironwood Drive, South 82°04'57" West, a distance of 116.37 feet;

thence leaving said south line North 72°11'33" East, a distance of 220.39 feet;

thence North 82°10'05" East, a distance of 195.23 feet;

thence North 07°55'16" West, a distance of 4.93 feet;

thence North 82°04'44" East, a distance of 169.47 feet, more or less, to a point on the east line of said property and the west Right-of-Way line of U.S. Highway 95;

thence along said east line, South 02°37'34" West, a distance of 20.34 feet to the POINT OF BEGINNING of the Temporary Construction Easement.

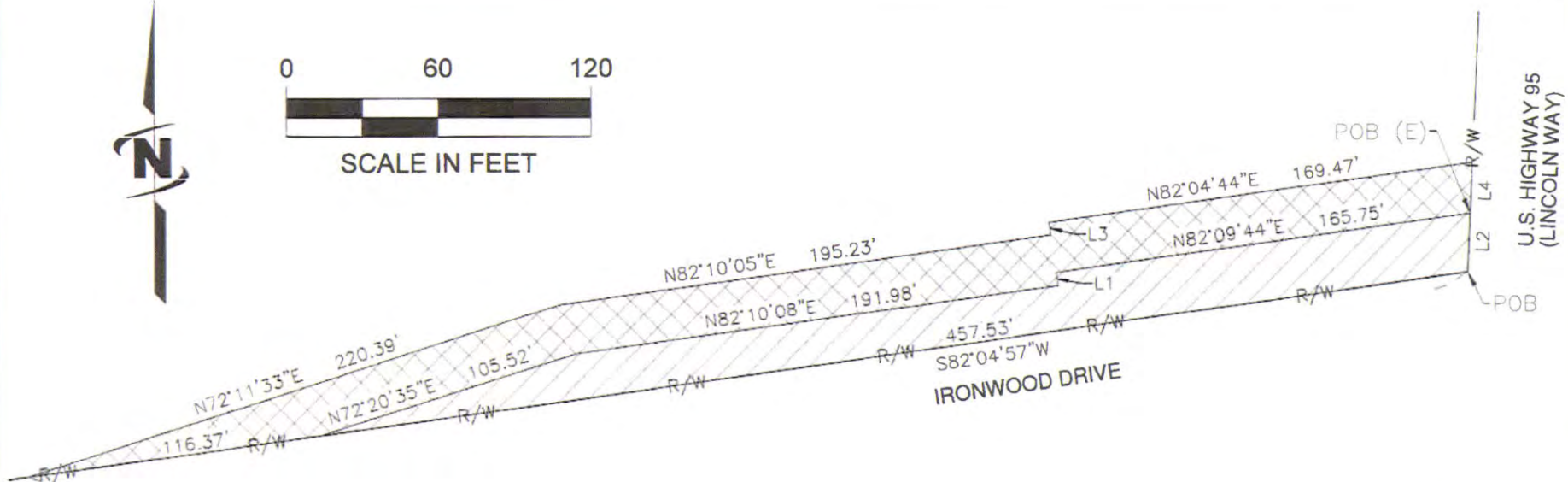
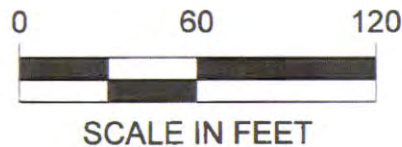
Containing 10,474 square feet (0.241 acres), more or less.

TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing Rights-of-way and easements of record and/or appearing on said above describe parcels.



Digitally Signed:
May 06, 2016





LEGEND

POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION

POB (E) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT

 RIGHT-OF-WAY ACQUISITION, 8,030 SQ. FT. (0.184 ACRES)±

 TEMPORARY CONSTRUCTION EASEMENT, 10,474 SQ. FT. (0.241 ACRES)±

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N7°55'16"W	5.18'
L2	S2°37'34"W	22.89'
L3	N7°55'16"W	4.93'
L4	S2°37'34"W	20.34'



Digitally Signed on:
May 06, 2016



EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Glacier 700, LLC, whose address is 2100 Northwest Boulevard, Suite 350, Coeur d'Alene, ID 83814, with Stephen F. Meyer, Member, and, Kootenai Hospital District, whose address is 2003 Kootenai Health Way, Coeur d'Alene, ID 83814, with Jon Ness, CEO, herein called GRANTORS, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant a non-exclusive, permanent roadway, sidewalk, drainage and utility easement and a temporary construction easement unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" incorporated herein.

WITH REGARD TO THE PERMANENT EASEMENT:

THE AFOREMENTIONED FACILITIES shall remain in place as constructed or installed for its intended purpose and shall not be removed or relocated by Grantors, their heirs or assigns, without the prior approval of the Grantee, or its assigns.

THE Grantee, its agents or transferees, shall have the right to perform any maintenance they may deem necessary or wish to exercise in connection with the aforesaid facilities (including but not restricted thereto, the right to make necessary repairs, alterations, removals or replacements thereof), together with the right and privilege of ingress and egress to and from said property for said purposes.

IT IS EXPRESSLY INTENDED That these burdens and restrictions shall run with the land and shall forever bind the Grantors.

WITH REGARD TO THE TEMPORARY CONSTRUCTION EASEMENT:

WHEREAS, the GRANTORS herein deliver to the GRANTEE, a Temporary Construction Easement, described and shown in attached Exhibit "A",

NOW THEREFORE, the parties agree as follows:

1. Grantors shall grant the Grantee or its agents or assigns, a nonexclusive temporary easement, over, under, along, across and through the Property described and shown in Exhibit "A", for the purpose of roadway widening and improvements construction, as shown on the final construction plans.
2. Grantee, its employees, agents or assigns, shall hold the Grantor harmless from and against any injury, expense, damage, liability or claim incurred by the Grantor arising directly or indirectly from easement rights granted by the Grantor solely as they relate to the roadway construction.
3. Grantee shall require its agents and contractors, if any, to carry workman's compensation insurance as required by applicable law, and, reasonable comprehensive liability coverage for injury to, or death of a person or persons, and for damage to property arising out of any use of the temporary easement area.

Glacier 700 NW Cor

4. Grantee shall construct and/or retain all approaches, gates, fences, sidewalks, mailboxes, or other appurtenances in order to limit the interference to the Grantors use of the property during the term of construction.
5. Grantor shall not erect or construct any building or other improvement that would interfere with the Grantees easement rights or impede the progress of the construction, without written consent of the Grantee.
6. Said easement shall terminate upon the completion of the construction and the acceptance of the improvements by the City.
7. This contract shall not be binding unless and until it is executed by both parties.
8. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration of the grant of said Temporary Construction Easement, and, shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade, and construction of the proposed roadway.

IN WITNESS WHEREOF, the GRANTORS have caused this instrument to be executed this ____ day of _____, 2016.

CITY OF COEUR D'ALENE

By:

Steve Widmeyer, Mayor

GLACIER 700, LLC

By:

Stephen F. Meyer, Member

KOOTENAI HOSPITAL DISTRICT

By:

Jon Ness, CEO

Glacier 700 NW Cor

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this ____ day of _____, 2016, before me the undersigned, a Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared _____, known or identified to me to be a representative, of the City of Coeur d'Alene and acknowledged to me that they executed the foregoing instrument in their official capacity on behalf of the City of Coeur d'Alene.

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 the State of Idaho

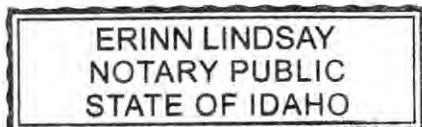
Residing at: _____

My Commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 1st day of July, 2016, before me a Notary Public, personally appeared Stephen F. Meyer, known or identified to me to be a Member of the Glacier 700, LLC, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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



Erinn Lindsay

Notary Public for the State of Idaho

Residing at: Coeur d'Alene

My Commission Expires: 3.30.2022

Glacier 700 NW Cor

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

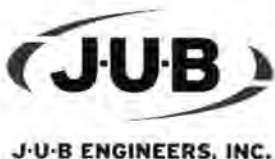
On this 30th day of August, 2016, before me a Notary Public, personally appeared Jon Ness, CEO known or identified to me to be the CEO of the Kootenai Hospital District, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Hospital District 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.



Victoria Holmes
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 7/27/2018

Glacier 700 NW Cor



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT ____
LEGAL DESCRIPTION
of
PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT
GLACIER 700, LLC AND KOOTENAI HOSPITAL DISTRICT TO THE CITY OF COEUR D'ALENE
August 29, 2016

That portion of that certain property described in Quitclaim Deed dated August 1, 2012 Recorded as Instrument No. 2368804000, records of Kootenai County, located in the NE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

BEGINNING at the northeast corner of the aforementioned property said point being the intersection of the west Right-of-Way line of U.S. Highway 95 and the south Right-of-Way line of Ironwood Drive, thence along the east line of said property and the west Right-of-Way line of U.S. Highway 95, South 04°34'15" East, a distance of 25.04 feet;

thence leaving said east line and the west Right-of-Way line of said U.S. Highway 95, South 82°04'44" West, a distance of 65.96 feet;

thence North 89°08'15" West, a distance of 163.77 feet, more or less, to the north line of said property and the South Right-of-Way line of Ironwood Drive;

thence along said north line North 82°04'52" East, a distance of 229.28 feet to the POINT OF BEGINNING.

Containing 3,691 square feet (0.085 acres), more or less.

TOGETHER WITH: a Temporary Construction Easement lying adjacent to and southerly of the above-described Permanent Easement.

Commencing at the northeast corner of the aforementioned property said point being the intersection of the west Right-of-Way line of U.S. Highway 95 and the south Right-of-Way line of Ironwood Drive, thence along the north line of said property and the north Right-of-Way line of Ironwood Drive, South 82°04'52" West, a distance of 229.28 feet to the POINT OF BEGINNING;

thence leaving said north line and the south Right-of-Way line of Ironwood Drive, South 89°08'15" East, a distance of 31.06 feet;

thence South 00°19'06" West, a distance of 37.67 feet;

thence North 89°05'40" West, a distance of 85.16 feet;

thence North 00°19'06" East, a distance of 29.26 feet, more or less, to the north line of said property and the north Right-of-Way line of Ironwood Drive;

thence along said north line North 82°04'52" East, a distance of 54.66 feet to the POINT OF BEGINNING.

Containing 2,979 square feet (0.068 acres), more or less.

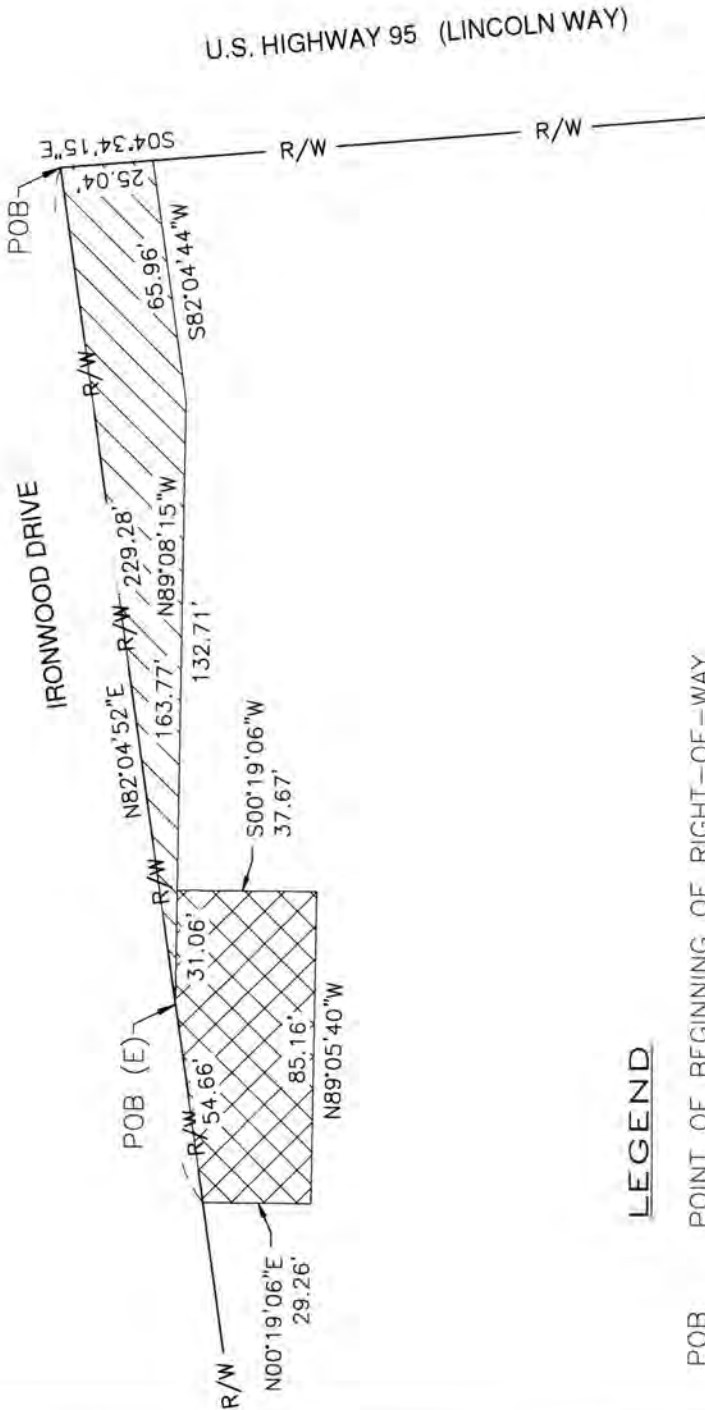
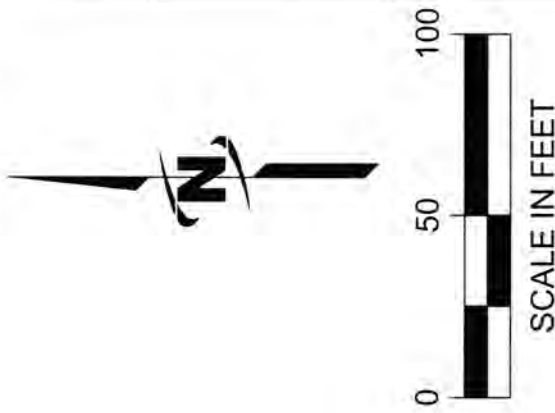
TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO:
Existing Rights-of-way and easements of record
and/or appearing on above-described parcel.

Digitally Signed:
Aug 29, 2016



\\CD\JUB\27000\proj\13103120-15-06-00A Ironwood

\\S95120_PROJECT_ENGINEERING\302_PRELIMINARY_DESIGN\302_ID_SURVEYS\3_FIELD_SURVEY_DATA\Cad\Survey\LEGALS\GLACIER700-RED-06_Acquis\13103120-15-06-00A



LEGEND

POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION

POB (E) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT
3,691 SQ. FT. (0.085 ACRES)±

TEMPORARY CONSTRUCTION EASEMENT
2,979 SQ. FT. (0.068 ACRES)±



Jeremy Russell

Digitally Signed:
Aug 29, 2016



Engineers • Surveyors • Planners

EXHIBIT

GLACIER 700, LLC AND KOOTENAI HOSPITAL DISTRICT
PERMANENT EASEMENT / TEMPORARY CONSTRUCTION EASEMENT
NE 1/4 SECTION 11 T50N, R4W, B.M. KOOTENAI CO, IDAHO

GRANT DEED
FOR RIGHT-OF-WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that Glacier 700, LLC, whose address is 2100 Northwest Boulevard, Suite 350, Coeur d'Alene, ID 83814, with Stephen F. Meyer, Member, and, Kootenai Hospital District, whose address is 2003 Kootenai Health Way, Coeur d'Alene, ID 83814, with Jon Ness, CEO, herein called GRANTORS, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTORS do hereby dedicate their interest in said parcel of land for public use. Said grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTORS.

IN WITNESS WHEREOF, the GRANTORS have caused this instrument to be executed this ____ day of July, 2016.

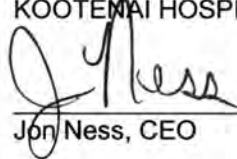
GLACIER 700, LLC

By: _____


Stephen F. Meyer, Member

KOOTENAI HOSPITAL DISTRICT

By: _____

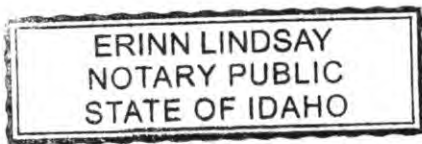

Jon Ness, CEO

Glacier 700 NW Cor

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this 1st day of ^{AVA} ~~July~~, 2016, before me a Notary Public, personally appeared Stephen F. Meyer, known or identified to me to be a Member of the Glacier 700, LLC, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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

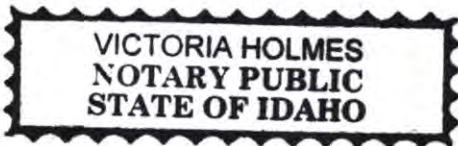


Erinn Lindsay
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 3/30/2022

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this 29th day of ^{June} ~~July~~, 2016, before me a Notary Public, personally appeared Jon Ness, known or identified to me to be the CEO of the Kootenai Hospital District, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Hospital District 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.



Victoria Holmes
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 7/27/2018



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT A
LEGAL DESCRIPTION

of

RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT
GLACIER 700, LLC AND KOOTENAI HOSPITAL DISTRICT TO THE CITY OF COEUR D'ALENE
June 7, 2016

That portion of that certain property described in Quitclaim Deed dated August 1, 2012 recorded as Instrument No. 2368805000, records of Kootenai County, Situated in the SE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the southeast corner of the aforementioned property, said point being the intersection of the West right-of-way line of U.S. Highway 95 and the north right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95, North 01°09'53" East, a distance of 21.97 feet;

thence leaving said east line and the west right-of-way line of said U.S. Highway 95, North 88°50'07" West, a distance of 7.00 feet;

thence South 01°09'53" West, a distance of 15.00 feet;

thence North 89°03'49" West, a distance of 15.00 feet;

thence South 00°56'11" West, a distance of 7.00 feet, more or less, to the south line of said property and the north right-of-way line of Emma Avenue;

thence South 89°03'49" East along said south line and said north right-of-way line, a distance of 21.97 feet to the POINT OF BEGINNING.

Containing 259 square feet, more or less.

TOGETHER WITH: a Temporary Construction Easement lying adjacent to and northerly and westerly of the above-described right-of-way Acquisition, described as follows:

Commencing at the southeast corner of the aforementioned property, said point being the intersection of the west right-of-way line of U.S. Highway 95 and the north right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95 North 01°09'53" East, a distance of 21.97 feet; thence leaving said east line and the west right-of-way line of U.S. Highway 95, North 88°50'07" West, a distance of 7.00 feet to the POINT OF BEGINNING.

thence South 01°09'53" West, a distance of 15.00 feet;

thence North 89°03'49" West, a distance of 15.00 feet;

thence North 00°56'11" East, a distance of 15.06 feet;

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Intersection\30_PROJECT_ENGINEERING\30.2_PRELIMINARY_DESIGN\30.2.10_SURVEYS\3_FIELD_SURVEY_DATA\CAD\SURVEY\LEGALS\Glacier7000khd.doc

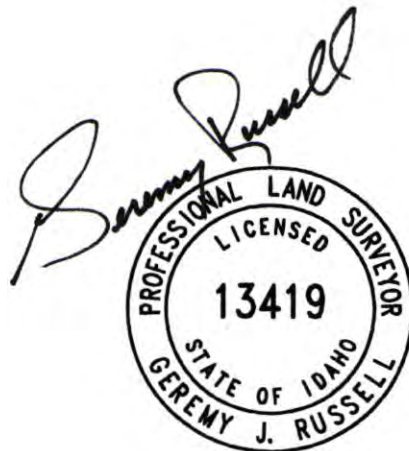
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a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

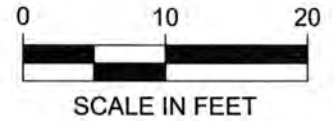
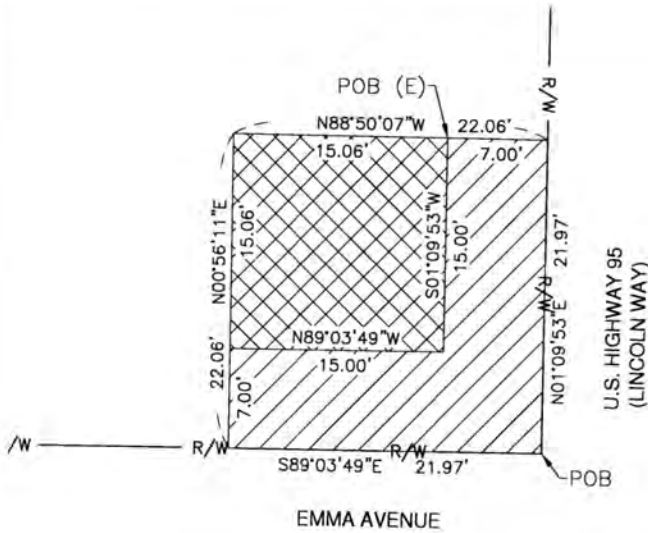
thence South 88° 50' 07" East, a distance of 15.06 feet, to the POINT OF BEGINNING

Containing 226 square feet, more or less.



TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the underlying parcel.



Digitally Signed on:
Jun 09, 2016



LEGEND

- POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION
- POB (E) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT
-  RIGHT-OF-WAY ACQUISITION, 259 SQ. FT. (0.006 ACRES)±
-  TEMPORARY CONSTRUCTION EASEMENT, 226 SQ. FT. (0.005 ACRES)±



CAD FILE 2018-02T V-02.dwg

Engineers • Surveyors • Planners

EXHIBIT
GLACIER 700, LLC AND KOOTENAI HOSPITAL DISTRICT
RIGHT-OF-WAY ACQUISITION/TEMPORARY CONSTRUCTION EASEMENT
SE 1/4 SECTION 11 T50N, R4W, B.M. KOOTENAI CO. IDAHO

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this _____ day of July, 2016, between Glacier 700, LLC, whose address is 2100 Northwest Boulevard, Suite 350, Coeur d'Alene, ID 83814, with Stephen F. Meyer, Member, the Kootenai Hospital District, whose address is 2003 Kootenai Health Way, Coeur d'Alene, ID 83814, with Jon Ness, CEO herein called GRANTORS, and the City of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814-3958, its successors and assigns, herein called the GRANTEE.

WHEREAS, the GRANTORS herein deliver to the GRANTEE, a Temporary Construction Easement, described and shown in the attached Exhibit "A", for right-of-way purposes.

NOW THEREFORE, the parties agree as follows:

1. Grantors shall grant the Grantee or its agents or assigns, a nonexclusive temporary easement, over, under, along, across and through the Property described and shown in Exhibit "A", for the purpose of roadway widening and improvements construction, as shown on the final construction plans.
2. Grantee, its employees, agents or assigns, shall hold the Grantor harmless from and against any injury, expense, damage, liability or claim incurred by the Grantor arising directly or indirectly from easement rights granted by the Grantor solely as they relate to the roadway construction.
3. Grantee shall require its agents and contractors, if any, to carry workman's compensation insurance as required by applicable law, and, reasonable comprehensive liability coverage for injury to, or death of a person or persons, and for damage to property arising out of any use of the temporary easement area.
4. Grantee shall construct and/or retain all approaches, gates, fences, sidewalks, mailboxes, or other appurtenances in order to limit the interference to the Grantors use of the property during the term of construction.
5. Grantor shall not erect or construct any building or other improvement that would interfere with the Grantees easement rights or impede the progress of the construction, without written consent of the Grantee.
6. Said easement shall terminate upon the completion of the construction and the acceptance of the improvements by the City.
7. This contract shall not be binding unless and until it is executed by both parties.

8. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration of the grant of said Temporary Construction Easement, and, shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade, and construction of the proposed roadway.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written.

CITY OF COEUR D'ALENE

By:

Steve Widmeyer, Mayor

GLACIER 700, LLC

By:

Stephen F. Meyer, Member

KOOTENAI HOSPITAL DISTRICT

By:

Jon Ness, CEO

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this ____ day of _____, 2016, before me the undersigned, a Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared _____, known or identified to me to be a representative, of the City of Coeur d'Alene and acknowledged to me that they executed the foregoing instrument in their official capacity on behalf of the City of Coeur d'Alene.

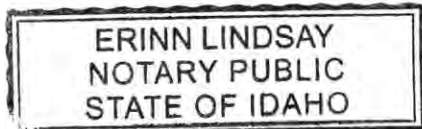
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 1st day of Aug, 2016, before me a Notary Public, personally appeared Stephen F. Meyer, known or identified to me to be a Member of the Glacier 700, LLC, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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

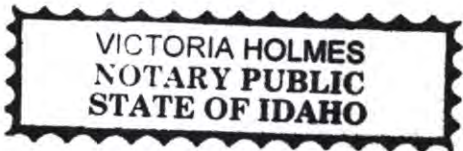


Erinn Lindsay
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 3/30/2022

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 29th day of June, 2016, before me a Notary Public, personally appeared Jon Ness, CEO known or identified to me to be the CEO of the Kootenai Hospital District, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Hospital District 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.



Vuottoh

Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 7/27/2018



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT **A**
LEGAL DESCRIPTION

of
RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT
GLACIER 700, LLC AND KOOTENAI HOSPITAL DISTRICT TO THE CITY OF COEUR D'ALENE
June 7, 2016

That portion of that certain property described in Quitclaim Deed dated August 1, 2012 recorded as Instrument No. 2368805000, records of Kootenai County, Situated in the SE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the southeast corner of the aforementioned property, said point being the intersection of the West right-of-way line of U.S. Highway 95 and the north right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95, North 01°09'53" East, a distance of 21.97 feet;

thence leaving said east line and the west right-of-way line of said U.S. Highway 95, North 88°50'07" West, a distance of 7.00 feet;

thence South 01°09'53" West, a distance of 15.00 feet;

thence North 89°03'49" West, a distance of 15.00 feet;

thence South 00°56'11" West, a distance of 7.00 feet, more or less, to the south line of said property and the north right-of-way line of Emma Avenue;

thence South 89°03'49" East along said south line and said north right-of-way line, a distance of 21.97 feet to the POINT OF BEGINNING.

Containing 259 square feet, more or less.

TOGETHER WITH: a Temporary Construction Easement lying adjacent to and northerly and westerly of the above-described right-of-way Acquisition, described as follows:

Commencing at the southeast corner of the aforementioned property, said point being the intersection of the west right-of-way line of U.S. Highway 95 and the north right-of-way line of Emma Avenue, thence along the east line of said property and the west right-of-way line of U.S. Highway 95 North 01°09'53" East, a distance of 21.97 feet; thence leaving said east line and the west right-of-way line of U.S. Highway 95, North 88°50'07" West, a distance of 7.00 feet to the POINT OF BEGINNING.

thence South 01°09'53" West, a distance of 15.00 feet;

thence North 89°03'49" West, a distance of 15.00 feet;

thence North 00°56'11" East, a distance of 15.06 feet;

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Intersection\30_PROJECT_ENGINEERING\30.2_PRELIMINARY_DESIGN\30.2.10_SURVEYS\3_FIELD_SURVEY_DATA\CAD\SURVEY\LEGALS\Glacier7000khd.doc
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a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

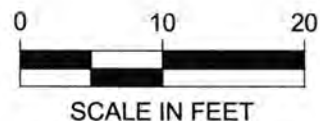
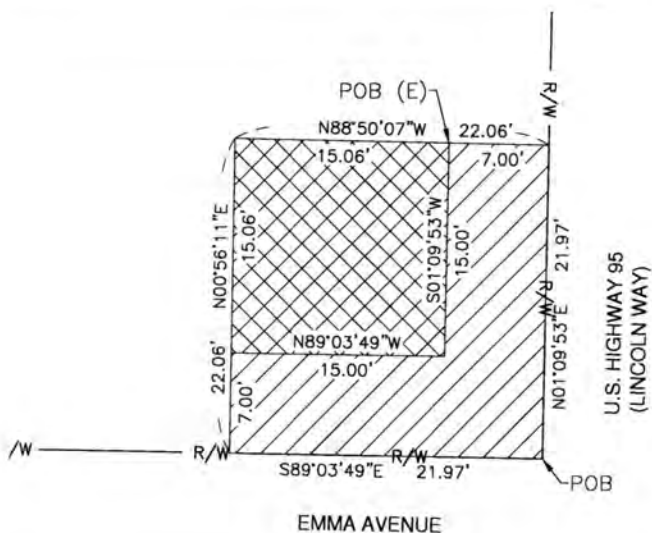
thence South 88° 50' 07" East, a distance of 15.06 feet, to the POINT OF BEGINNING

Containing 226 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the underlying parcel.



Digitally Signed on:
Jun 09, 2016



LEGEND

POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION

POB (E) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT



RIGHT-OF-WAY ACQUISITION, 259 SQ. FT. (0.006 ACRES)±



TEMPORARY CONSTRUCTION EASEMENT, 226 SQ. FT. (0.005 ACRES)±



Digitally Signed on:
Jun 09, 2016



CAD FILE: 2016-057-V-Glacier

Engineers • Surveyors • Planners

EXHIBIT
GLACIER 700, LLC AND KOOTENAI HOSPITAL DISTRICT
RIGHT-OF-WAY ACQUISITION/TEMPORARY CONSTRUCTION EASEMENT
SE 1/4 SECTION 11 T50N, R4W, B.M. KOOTENAI CO, IDAHO

**GRANT DEED
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that Coeur d'Alene Eye Building LLC, whose address is 1814 N. Lincoln Way, Coeur d'Alene, ID 83814, herein called GRANTOR, for and in consideration of good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTOR does hereby dedicate their interest in said parcel of land for public use. Said grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTOR.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this ____ day of July, 2016.

COEUR D'ALENE EYE BUILDING LLC

By: _____

Patrick Parden, M.D., President

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this 6th day of July, 2016, before me a Notary Public, personally appeared Patrick Parden, known or identified to me to be President of the Coeur d'Alene Eye Building LLC, and, that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said LLC 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.



CDA Eye Bldg SE Cor

Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 4/21/2018



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT **A**
LEGAL DESCRIPTION
of

RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT
COEUR D'ALENE EYE BUILDING PARTNERSHIP TO THE CITY OF COEUR D'ALENE

June 7, 2016

That portion of that certain property described in Warranty Deed dated November 20, 2002 recorded as Instrument No. 1764970, records of Kootenai County, situated in the SE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the northwest corner of the aforementioned property, said point being the intersection of the east right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the north line of said property and the south right-of-way line of Emma Avenue, South 89°21'23" East, a distance of 4.00 feet;

thence leaving said north line and the south right-of-way line of said Emma Avenue, South 01°14'17" West, a distance of 15.00 feet;

thence North 88°45'43" West, a distance of 4.00 feet, more or less, to the west line of said property and the East right-of-way line of U.S. Highway 95;

thence North 01°14'17" East, a distance of 14.96 feet to the POINT OF BEGINNING.

Containing 60 square feet, more or less.

TOGETHER WITH: A Temporary Construction Easement lying adjacent to and easterly of the above-described right-of-way Acquisition, described as follows:

Commencing at the northwest corner of that aforementioned property, said point being the intersection of the east right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the north line of said property and the south right-of-way line of Emma Avenue, South 89°21'23" East, a distance of 4.00 feet to the POINT OF BEGINNING;

thence continuing along said north line and the south right-of-way line of Emma Avenue South 89°21'23" East, a distance of 15.70 feet;

thence leaving said north line and the south right-of-way line of Emma Avenue, South 47°14'13" West, a distance of 21.83 feet;

thence North 01°14'17" East, a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 118 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the underlying parcel.



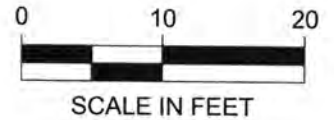
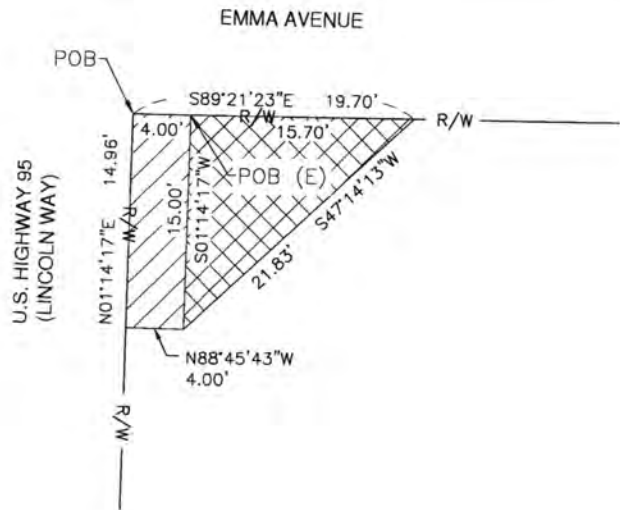
Digitally Signed:
Jun 09, 2016

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

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a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com



LEGEND

- POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION
- POB (E) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT
-  RIGHT-OF-WAY ACQUISITION, 60 SQ. FT. (0.001 ACRES)±
-  TEMPORARY CONSTRUCTION EASEMENT, 118 SQ. FT. (0.003 ACRES)±



CAO FILE 2016-001 JUB & FID Engineers • Surveyors • Planners

EXHIBIT
COEUR D'ALENE EYE BUILDING PARTNERSHIP
RIGHT-OF-WAY ACQUISITION/TEMPORARY CONSTRUCTION EASEMENT
SE 1/4 SECTION 11 T50N, R4W, B.M. KOOTENAI CO. IDAHO

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 6th day of July, 2016, between Coeur d'Alene Eye Building LLC, whose address is 1814 N. Lincoln Way, Coeur d'Alene, ID 83814, herein called GRANTOR, and, the City of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814-3958, its successors and assigns, herein called the GRANTEE.

WHEREAS, the GRANTOR herein delivers to the GRANTEE, a Temporary Construction Easement, described and shown in the attached Exhibit "A", for right-of-way purposes.

NOW THEREFORE, the parties agree as follows:

1. Grantor shall grant the Grantee or its agents or assigns, a nonexclusive temporary easement, over, under, along, across and through the Property described and shown in Exhibit "A", for the purpose of roadway widening and improvements construction, as shown on the final construction plans.
2. Grantee, its employees, agents or assigns, shall hold the Grantor harmless from and against any injury, expense, damage, liability or claim incurred by the Grantor arising directly or indirectly from easement rights granted by the Grantor solely as they relate to the roadway construction.
3. Grantee shall require its agents and contractors, if any, to carry workman's compensation insurance as required by applicable law, and, reasonable comprehensive liability coverage for injury to, or death of a person or persons, and for damage to property arising out of any use of the temporary easement area.
4. Grantee shall construct and/or retain all approaches, gates, fences, sidewalks, mailboxes, or other appurtenances in order to limit the interference to the Grantors use of the property during the term of construction.
5. Grantor shall not erect or construct any building or other improvement that would interfere with the Grantees easement rights or impede the progress of the construction, without written consent of the Grantee.
6. Said easement shall terminate upon the completion of the construction and the acceptance of the improvements by the City.
7. This contract shall not be binding unless and until it is executed by both parties.

8. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration of the grant of said Temporary Construction Easement, and, shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade, and construction of the proposed roadway.

9. Grantee will pay Grantor for this Temporary Easement as itemized below:


Right-of-way (60sf x \$8/sf)	\$480.00
Temporary Construction Easement (118sf x \$8 x 0.1)	\$95.00
Landscaping	\$1500.00
Administrative settlement	\$500.00
TOTAL CONSIDERATION:	\$2575.00

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written.

CITY OF COEUR D'ALENE

COEUR D'ALENE EYE BUILDING
PARTNERSHIP

By: _____
Steve Widmeyer, Mayor

By: 
Patrick Parden, M.D. President

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 6th day of July, 2016, before me the undersigned, a Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared _____, known or identified to me to be a representative of the City of Coeur d'Alene, and, acknowledged to me that they executed the foregoing instrument in their official capacity on behalf of the City of Coeur d'Alene.

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 the State of Idaho

Residing at: _____

My Commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 6th day of July, 2016, before me a Notary Public, personally appeared Patrick Parden, known or identified to me to be President of the Coeur d'Alene Eye Building LLC, and, that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said LLC 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.



Karen Sines

Notary Public for the State of Idaho

Residing at: Coeur d'Alene

My Commission Expires: 4/21/2018



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT
LEGAL DESCRIPTION
of

RIGHT-OF-WAY ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT
COEUR D'ALENE EYE BUILDING PARTNERSHIP TO THE CITY OF COEUR D'ALENE

June 7, 2016

That portion of that certain property described in Warranty Deed dated November 20, 2002 recorded as Instrument No. 1764970, records of Kootenai County, situated in the SE 1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the northwest corner of the aforementioned property, said point being the intersection of the east right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the north line of said property and the south right-of-way line of Emma Avenue, South 89°21'23" East, a distance of 4.00 feet;

thence leaving said north line and the south right-of-way line of said Emma Avenue, South 01°14'17" West, a distance of 15.00 feet;

thence North 88°45'43" West, a distance of 4.00 feet, more or less, to the west line of said property and the East right-of-way line of U.S. Highway 95;

thence North 01°14'17" East, a distance of 14.96 feet to the POINT OF BEGINNING.

Containing 60 square feet, more or less.

TOGETHER WITH: A Temporary Construction Easement lying adjacent to and easterly of the above-described right-of-way Acquisition, described as follows:

Commencing at the northwest corner of that aforementioned property, said point being the intersection of the east right-of-way line of U.S. Highway 95 and the south right-of-way line of Emma Avenue, thence along the north line of said property and the south right-of-way line of Emma Avenue, South 89°21'23" East, a distance of 4.00 feet to the POINT OF BEGINNING;

thence continuing along said north line and the south right-of-way line of Emma Avenue South 89°21'23" East, a distance of 15.70 feet;

thence leaving said north line and the south right-of-way line of Emma Avenue, South 47°14'13" West, a distance of 21.83 feet;

thence North 01°14'17" East, a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 118 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the underlying parcel.



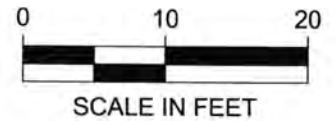
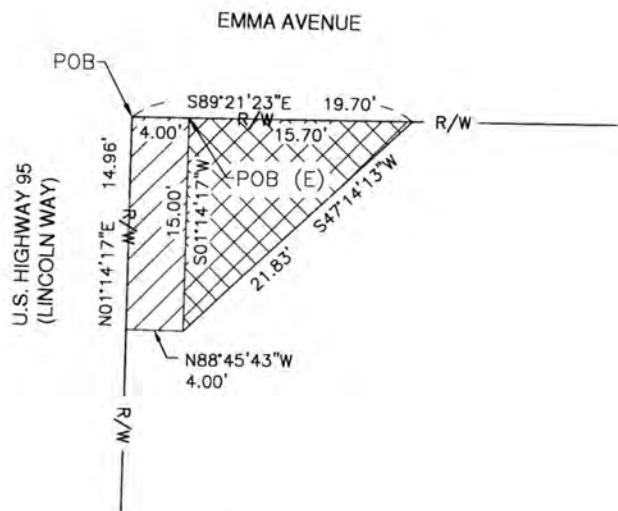
Digitally Signed:
Jun 09, 2016

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

Intersection\30_PROJECT_ENGINEERING\30.2_PRELIMINARY_DESIGN\30.2.10_SURVEYS\3_FIELD_SURVEY_DATA\CAD\SURVEY\LEGALS\CDAEyeBuilding.doc

x

a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com



LEGEND

- POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION
- POB (E) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT
-  RIGHT-OF-WAY ACQUISITION, 60 SQ. FT. (0.001 ACRES)±
-  TEMPORARY CONSTRUCTION EASEMENT, 118 SQ. FT. (0.003 ACRES)±



CAD FILE: 2016-065 JUB.dwg Engineers • Surveyors • Planners

EXHIBIT
COEUR D'ALENE EYE BUILDING PARTNERSHIP
 RIGHT-OF-WAY ACQUISITION/TEMPORARY CONSTRUCTION EASEMENT
 SE 1/4 SECTION 11 T50N, R4W, B.M. KOOTENAI CO. IDAHO

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this _____ day of August, 2016, between Glacier 521 Emma, LLC, whose address is 2100 Northwest Boulevard, Suite 350, Coeur d'Alene, ID 83814, with Stephen F. Meyer, Member, herein called GRANTOR, and the City of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814-3958, its successors and assigns, herein called the GRANTEE.

WHEREAS, the GRANTOR herein delivers to the GRANTEE, a Temporary Construction Easement, described and shown in the attached Exhibit "A", for right-of-way purposes.

NOW THEREFORE, the parties agree as follows:

1. Grantor shall grant the Grantee or its agents or assigns, a nonexclusive temporary easement, over, under, along, across and through the Property described and shown in Exhibit "A", for the purpose of roadway widening and improvements construction, as shown on the final construction plans.
2. Grantee, its employees, agents or assigns, shall hold the Grantor harmless from and against any injury, expense, damage, liability or claim incurred by the Grantor arising directly or indirectly from easement rights granted by the Grantor solely as they relate to the roadway construction.
3. Grantee shall require its agents and contractors, if any, to carry workman's compensation insurance as required by applicable law, and, reasonable comprehensive liability coverage for injury to, or death of a person or persons, and for damage to property arising out of any use of the temporary easement area.
4. Grantee shall construct and/or retain all approaches, gates, fences, sidewalks, mailboxes, or other appurtenances in order to limit the interference to the Grantors use of the property during the term of construction.
5. Grantor shall not erect or construct any building or other improvement that would interfere with the Grantees easement rights or impede the progress of the construction, without written consent of the Grantee.
6. Said easement shall terminate upon the completion of the construction and the acceptance of the improvements by the City.
7. This contract shall not be binding unless and until it is executed by both parties.

8. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration of the grant of said Temporary Construction Easement, and, shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade, and construction of the proposed roadway.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written.

CITY OF COEUR D'ALENE

GLACIER 521 EMMA, LLC

By: _____
Steve Widmeyer, Mayor

By: Stephen F. Meyer
Stephen F. Meyer, Member

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this ____ day of _____, 2016, before me the undersigned, a Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared _____, known or identified to me to be a representative of the City of Coeur d'Alene, and, acknowledged to me that they executed the foregoing instrument in their official capacity on behalf of the City of Coeur d'Alene.

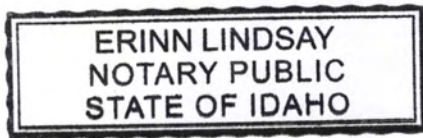
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at: _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 1st day of December 2016, before me a Notary Public, personally appeared Stephen F. Meyer, known or identified to me to be a Member of the Glacier 521 Emma, LLC, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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



Erinn Lindsay

Notary Public for the State of Idaho

Residing at: Coeur d'Alene

My Commission Expires: 3/30/2022



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT A
LEGAL DESCRIPTION
of

RIGHT OF WAY ACQUISITION, PERMANENT EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT
GLACIER 521 EMMA LLC TO THE CITY OF COEUR D'ALENE
July 5, 2016

That portion of that certain property described in Corporate Warranty Deed dated May 11, 2015 recorded as Instrument No. 2497384000, records of Kootenai County, situated in the SE1/4 of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the southwest corner of the aforementioned property, said point being the intersection of the east right-of-way of U.S. Highway 95 and the north right-of-way line of Emma Avenue, thence along the west line of said property and the east right-of-way line of U.S. Highway 95, thence North 01°17'14" East, a distance of 25.00 feet; (L5)

thence leaving said west line and the east right-of-way line of U.S. Highway 95, South 89°21'23" East, a distance of 15.00 feet;

thence South 01°17'14" West, a distance of 20.00 feet; (L9)

thence South 89°21'23" East, a distance of 94.62 feet; ✓

thence South 00°38'37" West, a distance of 2.00 feet; ✓

thence South 89°21'23" East, a distance of 96.65 feet; ✓

thence South 00°38'37" West, a distance of 3.00 feet, more or less, to the south line of said property and the north right-of-way line of Emma Avenue; ✓

thence North 89°21'23" West, a distance of 206.33 feet to the POINT OF BEGINNING. ✓

Containing 1,138 square feet, more or less.

TOGETHER WITH: A Permanent Roadway, Drainage and Utility Easement lying adjacent to and northerly to the above described right-of-way Acquisition, described as follows:

Commencing at the southwest corner of the aforementioned property, said point being the intersection of the east right-of-way line of U.S. Highway 95 and the north right-of-way line of Emma Avenue, thence along the west line of said property and the east right-of-way line of U.S. Highway 95, thence North 01°17'14" East, a distance of 25.00 feet to the POINT OF BEGINNING.

thence continuing along said west line and the east right-of-way line of U.S. Highway 95, North 01°17'14" East, a distance of 5.00 feet; (L6)

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a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

thence leaving said west line and the east right-of-way line of U.S. Highway 95, South 89°21'23" East, a distance of 15.00 feet; (L7)

thence South 01°17'14" West, a distance of 5.00 feet; (L8)

thence North 89°21'23" West, a distance of 15.00 feet to the POINT OF BEGINNING. ✓

Containing 75 square feet, more or less.

ALSO TOGETHER WITH: A Temporary Construction Easement lying adjacent to and northerly and easterly of the above described right-of-way Acquisition, described as follows:

Commencing at the southwest corner of the aforementioned property, said point being the intersection of the east right-of-way line of U.S. Highway 95 and the North right-of-way line of Emma Avenue, thence along the south line of said property and the north right-of-way line of Emma Avenue, South 89°21'23" East, a distance of 206.33 feet to the POINT OF BEGINNING. ✓

thence leaving said south line and the north right-of-way line of Emma Avenue, North 00°38'37" East, a distance of 3.00 feet; ✓

thence North 89°21'23" West, a distance of 96.65 feet; ✓

thence North 00°38'37" East, a distance of 2.00 feet; ✓

thence North 89°21'23" West, a distance of 94.62 feet; ✓

thence North 01°17'14" East, a distance of 20.00 feet; (L9)

thence South 89°21'23" East, a distance of 211.04 feet; ✓

thence South 00°38'37" West, a distance of 25.00 feet, more or less, to the south line of said property and the north right-of-way line of Emma Avenue; ✓

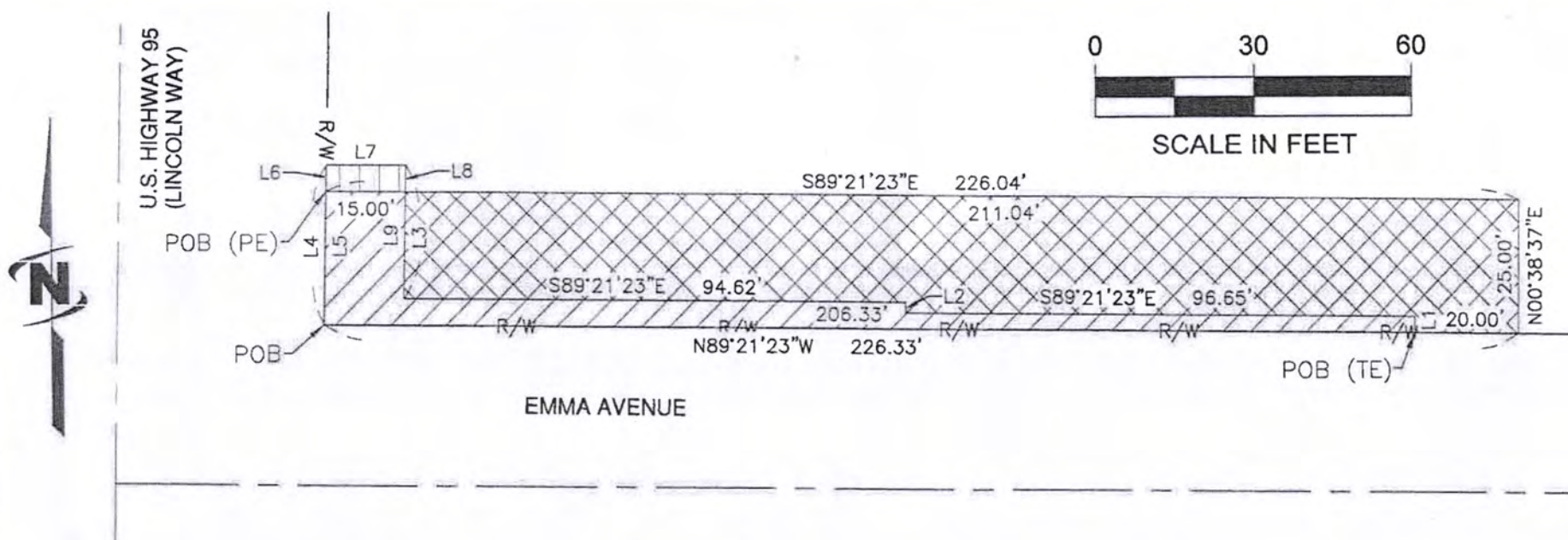
thence North 89°21'23" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 4,516 square feet, more or less. ✓

PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the underlying parcel(s).



Digitally Signed:
Jul 06, 2016



LEGEND

- POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION
- POB (TE) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT
- POB (PE) POINT OF BEGINNING OF PERMANENT EASEMENT



RIGHT-OF-WAY ACQUISITION, 1,138 SQ. FT. (0.026 ACRES)±

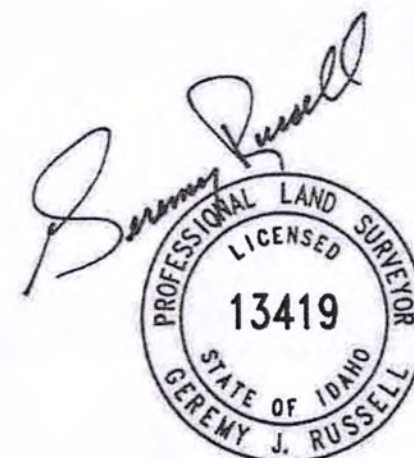


TEMPORARY CONSTRUCTION EASEMENT, 4,516 SQ. FT. (0.104 ACRES)±

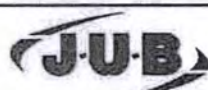


PERMANENT EASEMENT, 75 SQ. FT. (0.002 ACRES)±

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S0°38'37"W	3.00'
L2	S0°38'37"W	2.00'
L3	N1°17'14"E	25.00'
L4	N1°17'14"E	30.00'
L5	N1°17'14"E	25.00'
L6	N1°17'14"E	5.00'
L7	N89°21'23"W	15.00'
L8	S1°17'14"W	5.00'
L9	S1°17'14"W	20.00'



Digitally Signed on:
Jul 06, 2016



Engineers • Surveyors • Planners

EXHIBIT
GLACIER 521 EMMA LLC

RIGHT-OF-WAY ACQUISITION, PERMANENT, AND TEMPORARY CONSTRUCTION EASEMENT
SE 1/4 SECTION 11 T50N, R4W, B.M. KOOTENAI CO. IDAHO

EXHIBIT "B"

**GRANT DEED
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that Glacier 521 Emma, LLC, whose address is 2100 Northwest Boulevard, Suite 350, Coeur d'Alene, ID 83814, with Stephen F. Meyer, Member, herein called GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the city of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, the GRANTEE, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTOR does hereby dedicate their interest in said parcel of land for public use. Said grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTOR.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 1st day of Aug, 2016.

GLACIER 521 EMMA, LLC

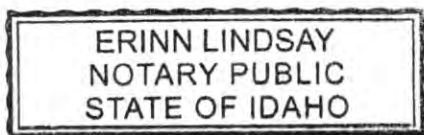
By:

Stephen F. Meyer
Stephen F. Meyer, Member

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this 1st day of July, 2016, before me a Notary Public, personally appeared Stephen F. Meyer, known or identified to me to be a Member of the Glacier 521 Emma, LLC, and that he executed the foregoing instrument on its behalf for the uses and purposes therein mentioned, and, acknowledged to me that said Limited Liability Corporation executed the same.

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



Erinn Lindsay
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 3/30/2022

Glacier 521 Emma NE Cor



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT A
LEGAL DESCRIPTION
of

RIGHT OF WAY ACQUISITION, PERMANENT EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT
GLACIER 521 EMMA LLC TO THE CITY OF COEUR D'ALENE
July 5, 2016

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Beginning at the southwest corner of the aforementioned property, said point being the intersection of the east right-of-way of U.S. Highway 95 and the north right-of-way line of Emma Avenue, thence along the west line of said property and the east right-of-way line of U.S. Highway 95, thence North 01° 17' 14" East, a distance of 25.00 feet;

thence leaving said west line and the east right-of-way line of U.S. Highway 95, South 89° 21' 23" East, a distance of 15.00 feet;

thence South 01° 17' 14" West, a distance of 20.00 feet;

thence South 89° 21' 23" East, a distance of 94.62 feet;

thence South 00° 38' 37" West, a distance of 2.00 feet;

thence South 89° 21' 23" East, a distance of 96.65 feet;

thence South 00° 38' 37" West, a distance of 3.00 feet, more or less, to the south line of said property and the north right-of-way line of Emma Avenue;

thence North 89° 21' 23" West, a distance of 206.33 feet to the POINT OF BEGINNING.

Containing 1,138 square feet, more or less.

TOGETHER WITH: A Permanent Roadway, Drainage and Utility Easement lying adjacent to and northerly to the above described right-of-way Acquisition, described as follows:

Commencing at the southwest corner of the aforementioned property, said point being the intersection of the east right-of-way line of U.S. Highway 95 and the north right-of-way line of Emma Avenue, thence along the west line of said property and the east right-of-way line of U.S. Highway 95, thence North 01° 17' 14" East, a distance of 25.00 feet to the POINT OF BEGINNING.

thence continuing along said west line and the east right-of-way line of U.S. Highway 95, North 01° 17' 14" East, a distance of 5.00 feet;

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Intersection\30_PROJECT_ENGINEERING\30.2_PRELIMINARY_DESIGN\30.2.10_SURVEYS\3_FIELD_SURVEY_DATA\CAD\SURVEY\LEGALS\Glacier521LLC.docx

a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

thence leaving said west line and the east right-of-way line of U.S. Highway 95, South 89°21'23" East, a distance of 15.00 feet;

thence South 01°17'14" West, a distance of 5.00 feet;

thence North 89°21'23" West, a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 75 square feet, more or less.

ALSO TOGETHER WITH: A Temporary Construction Easement lying adjacent to and northerly and easterly of the above described right-of-way Acquisition, described as follows:

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thence leaving said south line and the north right-of-way line of Emma Avenue, North 00°38'37" East, a distance of 3.00 feet;

thence North 89°21'23" West, a distance of 96.65 feet;

thence North 00°38'37" East, a distance of 2.00 feet;

thence North 89°21'23" West, a distance of 94.62 feet;

thence North 01°17'14" East, a distance of 20.00 feet;

thence South 89°21'23" East, a distance of 211.04 feet;

thence South 00°38'37" West, a distance of 25.00 feet, more or less, to the south line of said property and the north right-of-way line of Emma Avenue;

thence North 89°21'23" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 4,516 square feet, more or less.

PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the underlying parcel(s).

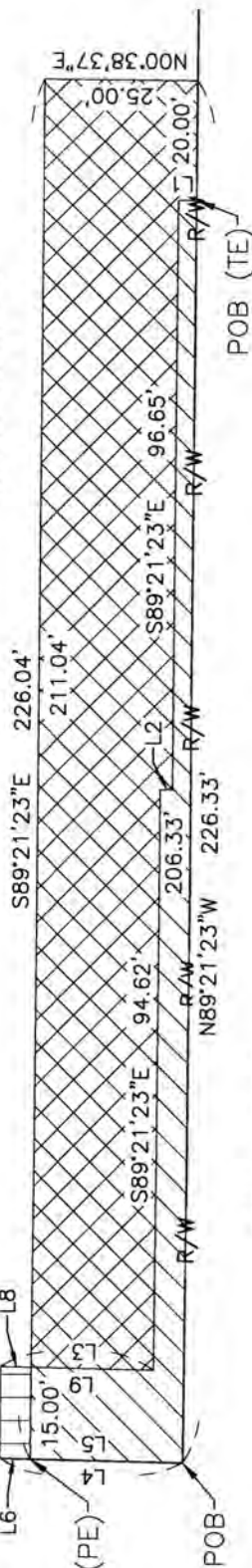


Digitally Signed:
Jul 06, 2016

U.S. HIGHWAY 95
(LINCOLN WAY)






SCALE IN FEET

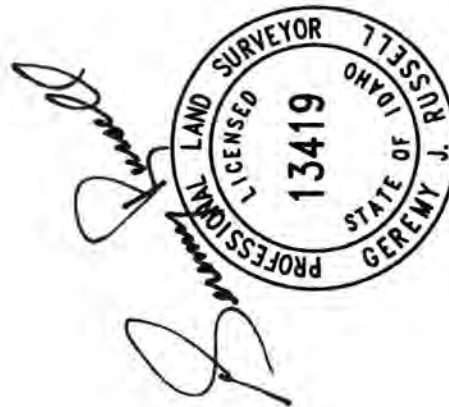


EMMA AVENUE

LEGEND

- POB POINT OF BEGINNING OF RIGHT-OF-WAY ACQUISITION
- POB (TE) POINT OF BEGINNING OF TEMPORARY CONSTRUCTION EASEMENT
- POB (PE) POINT OF BEGINNING OF PERMANENT EASEMENT
-  RIGHT-OF-WAY ACQUISITION, 1,138 SQ. FT. (0.026 ACRES)±
-  TEMPORARY CONSTRUCTION EASEMENT, 4,516 SQ. FT. (0.104 ACRES)±
-  PERMANENT EASEMENT, 75 SQ. FT. (0.002 ACRES)±

LINE TABLE		
LINE #	DIRECTION	LENGTH
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L5	N1°17'14"E	25.00'
L6	N1°17'14"E	5.00'
L7	N89°21'23"W	15.00'
L8	S1°17'14"W	5.00'
L9	S1°17'14"W	20.00'



Digitally Signed on:
Jul 06, 2016



Engineers • Surveyors • Planners

CAD FILE: 2016-051_K-Grounds.dwg

EXHIBIT

GLACIER 521 EMMA LLC

RIGHT-OF-WAY ACQUISITION, PERMANENT, AND TEMPORARY CONSTRUCTION EASEMENT
SE 1/4 SECTION 11 T50N, R4W, B.M. KOOTENAI CO. IDAHO

MEMORANDUM

DATE: December 8, 2016

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: APPROVAL OF CONTRACT WITH KEN SPIERING FOR A NEW PIECE OF PUBLIC ART – “UNDERCURRENT” AT THE RIVERSTONE POND

DECISION POINT: To approve a contract with artist Ken Spiering for a new piece of public art at the Riverstone pond.

HISTORY: The City of Coeur d’Alene Arts Commission has been working for nearly a year to seek proposals for a new piece of public art near the Riverstone pond near the parking lot of Riverstone Park.

After a call to artists and whittling those calls down to a top three with a selection committee, the Arts Commission unanimously recommended Ken Spiering’s piece, “Undercurrent.” Part of the selection process included community feedback, whereby we took the three miniature versions (known as “maquettes”) of the top three done by the artists and placed in the library for voting. A photo of the maquette is included with this packet of information

Staff worked with Mr. Spiering to develop a contract for the work, and the contract calls for the piece to be constructed and installed by October 31, 2017.

“Undercurrent” has a canopy of stainless steel sheets about eight feet wide and 12 feet long, and will stand almost 11 feet off the base. Each of the three fish is almost four feet long, made of stainless steel as well, and will be hammered and formed into fully 3-D volumes that will be finished with textures suggesting wet scales and fins. The foundation will be topped with mortared river stones or river-stone configured pavers to provide a natural “riverbed.” The overall dimensions of the installation are nine feet wide by 12 feet long by 11 feet high.

FINANCIAL: The total budget for the project, including construction and installation of the piece is \$69,000. Funding within the Arts Fund for this project comes from ignite CDA’s annual contribution to that fund. Specifically, this piece is paid for based on the River District urban renewal district collections. ignite CDA annually provides 2 percent of its budget to the city for public art within the two urban renewal districts.

DECISION POINT/RECOMMENDATION: To approve the contract with Ken Spiering for a new piece of public art at the Riverstone pond.

Fabrication and Installation Services Agreement Riverstone Public Art Project “*Undercurrent*”

PARTIES

This Fabrication and Installation Services Agreement (“Agreement”), dated and effective when fully executed by both parties, is between the City of Coeur d’Alene, an Idaho municipal corporation, (“City”) and Ken Spiering, a resident of Spokane County, Washington (“Artist”).

RECITALS

- A. In 2016, the City, pursuant to its Request for Qualifications (“RFQ”), invited interested artists and teams of artists to submit their qualifications for the design, fabrication, and installation of outdoor public art for the Riverstone Public Art Project (“Project”).
- B. In response to the RFQ, Artist submitted his Letter of Interest and Artist’s Statement and Approach Regarding the Riverstone Art Project. Following review of submitted materials, and through a competitive selection process, the City selected Artist to design, fabricate, and install the public art.
- C. Artist was selected to design, fabricate, and install an art piece named “*Undercurrent*” (“Artwork”), which will be the focal point of the designated confluence of sidewalks in Riverstone Park. A photograph of Artist’s Concept is included as Exhibit A. The Proposal Concept and Construction/Configuration is attached as Exhibit B.
- D. The City and Artist entered into a Design Phase Agreement (“Design Agreement”) on August 14, 2016. The text of the Design Agreement attached as Exhibit C, contemplated this Agreement regarding the fabrication and installation of the art.
- E. The City has accepted preliminary designs of the Artwork submitted by Artist, and wishes him to proceed with fabrication and installation of same. Artist shall complete final design work, including engineering, by January 31, 2017, and wishes to begin fabrication of Artwork promptly thereafter. The City desires and Artist has agreed to use due diligence and best efforts to have the Artwork installed for public viewing by October 31, 2017 or as soon thereafter as reasonably feasible.
- F. Artist is fully licensed, bonded, insured, and otherwise qualified to enter into work of a public nature and of this scope.
- G. The City and Artist recognize that that this Agreement relates primarily to the provision of artistic services with the installation of the Artwork being a necessary component to properly display the Artwork. To the extent the Artwork is a public work, the nature of the work is limited to a single source of supply with the Artist reasonably believing that installation

should be performed under Artist's supervision with Artist's contractors. Both parties recognize that this contract has been drafted to suit the uniqueness of this project.

In consideration of the commitments made by the City and Artist to each other in the Design Agreement and this Agreement, the City and Artist agree:

FABRICATION AND INSTALLATION AGREEMENT

1. **Fee.** The City shall pay Artist a fee, representing the total cost for the design, fabrication, and installation of the Artwork, in the amount of \$69,000.00, which includes Washington State Sales Tax. The Fee includes all of Artist's time and labor, professional services, subcontract work, materials, models, permits, documentation, printing, copies, insurance, telephone, travel, and other costs to be incurred by the Artist for the design, fabrication, and installation of the Artwork. The Fee paid by the City for the Artwork shall not exceed nor be less than \$69,000.00 unless agreed otherwise by the parties. The City agrees that any time spent by the City or agents of the City in collaboration with Artist regarding the Artwork or its coordination with other structures of the Riverstone Park Site will not be part of the Fee, and that Artist will not have any financial liability as a result of such collaborative time given Artist by the City or its agents. The City also agrees that any lighting of Artwork, if desired, is not included in this Agreement.

2. **Schedule.**

a. Time is of the essence to the City for the Project, of which the Artwork design, fabrication, and installation are integral components. The City's schedule for completion of the fabrication and installation of Artwork is as follows:

January 31, 2017: Design work completed as defined in "Design Agreement" Exhibit C, and in addition to defined Design Work, completed work will include structural engineering.

January 31, 2017: Fully executed and finalized Fabrication and Installation Services Agreement delivered to Artist enabling him to begin work according to the schedule set forth herein. Should this Agreement not be finalized by January 31, 2017, including receipt by Artist of total "Deposit" as set forth in 5.b below, then each and all dates in this following schedule shall be extended by the same number of days beyond January 31, 2017 that transpire until Artist is in receipt of same.

June 30, 2017: Completion of Fish 1 – stainless steel work including finished textures for fins and skin ("Stage 1").

July 31, 2017: Completion of Fish 2 - stainless steel work including finished textures for fins and skin ("Stage 2").

August 31, 2017: Completion of Fish 3 - stainless steel work including finished textures for fins and skin ("Stage 3").

September 15, 2017: Completion of Canopy (Overhead Panels of Wave Pattern Lake Surface) - ("Stage 4").

October 15, 2017: Completion of structural pipe support segments and installation of same including concrete supporting footings ("Stage 5").

October 31, 2017: Completed installation of Artwork including "stone" or textured concrete pad ("Stage 6").

The order of any of these stages of fabrication and/or installation may be re-arranged as deemed necessary by Artist to coordinate with landscaping schedule and accommodate Artist's teaching schedule (See Paragraph 3 - Artwork Fabrication and Installation Services - Construction, below). In the event of Artist re-arranging these stages, the City shall be notified of same prior to stage completion date. At least one of these stages, however, shall be completed by each of these stage completion dates herein identified.

- b. Artist shall not be required to pay any monetary penalties in connection with extensions of deadlines for any phase or stage of the fabrication and installation of Artwork.

3. **Artwork Fabrication and Installation Services.**

- a. Fabrication and installation of the Artwork into Riverstone Park shall occur in a six stage process as follows:

Fabrication and construction:

Stage 1: Completion of Fish 1 - Cutting, forming, welding stainless steel plate into 3-dimensional form of fish approximately 4 feet long, including finished textures for fins and skin.

Stage 2: Completion of Fish 2 - Cutting, forming, welding stainless steel plate into 3-dimensional form of fish approximately 4 feet long, including finished textures for fins and skin.

Stage 3: Completion of Fish 3 - Cutting, forming, welding stainless steel plate into 3-dimensional form of fish approximately 4 feet long, including finished textures for fins and skin.

Stage 4: Completion of Canopy (Overhead Panels of Wave Pattern Lake Surface) which includes roll forming the 1/8" stainless steel plate, cutting wave patterns and grinding to finish cuts. Attachment points or brackets to

connect with structural support stainless steel pipes completed to be integral part of overhead Canopy.

Stage 5: Completion of structural pipe support segments and installation of same including steel rebar reinforced concrete footings.

Stage 6: Installation of finished fish forms and all Artwork – including hoisting and securing into place, by welding or bolting, the three completed fish forms to supporting stainless steel vertical pipes, attachment of Canopy to the vertical pipe support structure and finished installation of “stone” or textured concrete pad.

(Completion of all Stages is subject to rearranging of order as Artist may deem necessary.)

- b. Artist reserves the right to personally perform any necessary fabrication or installation services. Artist may also contract with third parties for specific fabrication and installation services. Artist will at all times manage, direct, and supervise the fabrication and installation of the Artwork, including supervision of any third parties involved in any of the stages outlined in this Agreement to ensure it is properly placed and secured in the Riverstone Park location with support structures that will be used to display the Artwork. Artist shall retain or employ necessary consultants or subcontractors to install the Artwork.
- c. The City respects the Artist’s freedom of artistic expression. With this respect in mind, the City and Artist agree that Artist has broad discretion to implement Design Deliverables with regard to the fabrication and installation process. The City shall not unreasonably hinder Artist in the fabrication or installation of the Artwork. The City reserves the right and is authorized by Artist to visit and inspect at Artist’s studio the Artwork during its fabrication. The City shall give Artist two (2) days advance notice prior to inspecting the Artwork.
- d. Artist shall, at his own expense and until the Artwork is completely installed by Artist: (a) insure the Artwork and any portion thereof at all times against all risks of loss or damage from every and any cause whatsoever, including but not limited to fire and theft, and such policies shall be payable to the City; and (b) carry occurrence type public liability insurance with respect to the Artwork, and the fabrication and installation thereof, in such amounts and with such insurers as are reasonably satisfactory to the City, and such insurance policies shall also name the City, as an additional insured thereunder. Such insurance shall be reasonably satisfactory to the City as to form, amount, and insurer, and shall provide for at least thirty (30) days written notice of cancellation or material change to the City. Such insurance policies or certificates thereof shall be delivered by Artist to the City.

4. **Delivery of Artwork.** At the completion of Stage 6 outlined in this Agreement, Artist shall have completed delivery and installation to the City the finished Artwork which forms the basis of this Agreement.
5. **Fabrication and Installation Services Compensation and Payment.**
 - a. **Compensable Services:** Unless agreed otherwise, the total compensation, including Compensation and Washington sales tax, paid for the Artwork shall not exceed the Fee as set out in the attached Exhibit E. The City shall compensate Artist as an independent contractor for his artwork fabrication and installation services as follows:
 - i. Compensation for personal services rendered in connection with fabrication and installation of the Artwork (“Compensation”).
 - b. **Deposit:** The City shall pay Artist a deposit of \$16,559.34 plus Washington retail sales tax in the amount of \$1,440.66, which shall be applied to Artist’s initial purchase of supplies, services, and other outside costs as required under this Agreement (the “Deposit”). This total Deposit of \$18,000.00 shall be due and payable upon execution of this Agreement.
 - c. **Payment:** Exclusive of payment of the Deposit, which shall be invoiced to the City by Artist upon his receipt of fully executed Agreement, Compensation shall be paid by City in six equal installments, one for each of the six stages as listed under 2.a above. Each installment shall be one sixth of the remaining project Fee, which amounts to \$8,500.00 for each installment. Artist shall be required to submit an invoice with supporting documentation verifying completion as reasonably requested by the City, after the completion of each stage of this Agreement. Payment of each invoice for the Deposit and Compensation for each completed stage shall be made by the City within twenty-one (21) days from the date of receipt of the same.
 - d. **Failure to Timely Complete:** Notwithstanding anything to the contrary herein, if Artist fails to timely complete any Stage as requested herein, The City may withhold payment of Compensation until such Stage is completed. In the alternative, the City may elect to terminate this Agreement as provided by paragraph 11(b) herein.
6. **Acceptance of Fabrication and Installation.** Acceptance of fabrication and installation services shall be deemed complete upon final payment of the agreed Fee to Artist.
7. **Intellectual and Other Property Rights.** The provisions in this paragraph 7 shall apply to the Artwork fabrication and installation services under this Fabrication and Installation Agreement, and also to any subsequent amendments between the City and Artist with respect to fabrication and/or installation of the Artwork.

- a. Artist retains and reserves all intellectual property rights in and to the Artwork including all copyrights, trademarks, patents, and trade secrets.
- b. Notwithstanding the above, the City shall have the limited right to reproduce the Artwork in graphic or three-dimensional form for the purposes of providing: (i) information to the public; and (ii) publicity and promotion of the Project, the Artwork and the City, provided that each and every such reproduction shall be credited to Artist by name and accompanied by the notation, “© 2017 Ken Spiering”.
- c. Artist shall obtain possession of the maquette developed for the proposal as depicted in Exhibit A upon receipt of fully executed Agreement for the purposes of sizing, proportioning, and general fabrication of Artwork. Upon completion of Artwork, Artist shall either provide the maquette back to the City or retain the maquette and refund the City’s \$300.00 stipend paid pursuant to the Design Agreement (Exhibit C).
- d. Artist reserves the right to reproduce the Artwork in graphic or three-dimensional form for the purposes of providing information to the public regarding his creation of the Artwork and involvement in the Project and the Riverstone Development, and providing publicity and promotion for his artistic services.
- e. Artist and the City shall cooperate with respect to products derived from or commemorating the Artwork or any facet thereof, such as models, souvenirs, postcards, etc. for revenue generating and other commercial purposes (“Commercial Reproduction”):
 - i. Either Artist or the City acting on their own behalf or in association with third parties shall have the right to submit Commercial Reproduction proposals to the other for review and approval.
 - ii. Artist shall have the first right of refusal to fabricate Commercial Reproductions that may be proposed by the City.
 - iii. Artist and the City shall review Commercial Reproduction proposals for the purposes of insuring that the artistic integrity of any product is consistent with the Artwork and that the Commercial Reproduction is consistent with the City’s mission and values, and that the proposals have economic viability for the Artist and the City. Approval of either party shall not be unreasonably withheld.
 - iv. Artist and the City shall share revenues, income and profits (net of any expenses of Artist and/or the City) generated by Commercial Reproduction on an equal basis, i.e., 50% to Artist and 50% to the City.

- v. Artist and the City agree to take reasonable measures to prohibit unauthorized reproductions, creation of derivative works, or any other conduct by third parties that would violate Artist's rights pursuant to 17 U.S.C. §§ 106 and 106A. Should one party fail to take reasonable measures to prohibit said violations, then the other party shall thereafter be entitled to recover all revenue, income, or profits derived from Commercial Reproduction of the Artwork arising from any such violation.
- vi. Neither Artist nor the City shall have the right to engage in Commercial Reproduction of the Artwork other than as provided in this subparagraph without the written consent of the other, which such consent shall not be unreasonably withheld.
- f. The City and Artist agree that this Agreement is not a "work made for hire" as that term is defined and understood under 17 U.S.C § 101.

8. Death or Permanent Disability of Artist

- a. Should Artist by reason of health, disability or death be unable to complete performance of the Artwork fabrication and installation services, then:
 - i. Artist or heirs of the Artist shall have the right to select a reputable artist to complete Artwork fabrication and installation in accordance with the terms and conditions of this Agreement.
 - ii. The City shall be obligated to pay to Artist or to his estate compensation for fabrication and installation services completed to date pursuant to paragraph 5 above.
- b. Should Artist or Artist's heirs relinquish in writing their right to select a successor for the completion of the Artwork fabrication and installation, then the City shall have the right to complete the Artwork fabrication and installation, itself and/or through third parties selected by the City, with further accountability to Artist or his estate limited solely to providing attribution to Artist for his role in creation of Artwork and abiding by Artist's copyright in the Artwork, if any.

9. Warranty. ARTIST HEREBY WARRANTS THAT THE ARTWORK WILL BE FREE FROM DEFECTS IN MATERIAL, INSTALLATION AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE OF THE ARTWORK BY THE CITY, AS DEFINED IN PARAGRAPH 6 HEREIN. THIS WARRANTY DOES NOT COVER ANY PROBLEMS THAT MAY RESULT FROM IMPROPER MAINTENANCE OR DEFECTS DUE TO NORMAL WEAR AND TEAR, ABUSE, VANDALISM, OR ACCIDENT. ALL WARRANTY WORK SHALL BE PERFORMED BY ARTIST AT NO ADDITIONAL COST TO THE CITY.

10. Repairs to Artwork

- a. Artist shall have the right of first refusal to repair any damage to the Artwork caused by vandalism, accidental damage, natural disaster, or any other reason. Subject to paragraph 9 herein, should any repairs be needed to any portion of the installed Artwork, Artist shall be compensated for his time at his prevailing hourly rate at the time of such repairs and Artist shall be reimbursed for all reasonable materials used in such repairs.
- b. In the event Artist chooses not to personally complete any necessary repairs as described in this paragraph 10, then the City shall have the right and duty to complete any repairs in its sole discretion.

11. Miscellaneous.

- a. Mutual Indemnification. The City shall indemnify and hold harmless Artist from any financial liability, injury to person, or damage to property, arising out of the City's performance of its obligations under this Fabrication and Installation Agreement. Artist shall indemnify and hold harmless the City from any financial liability, injury to person, or damage to property, arising out of Artist's performance of its obligations under this Fabrication and Installation Agreement.
- b. Time of Essence; Notice; Termination. Time is of the essence with respect to this Agreement. The City may terminate this Agreement for cause in the event Artist fails to provide the Artwork fabrication and installation services on a timely basis, provided, however, that the City shall not terminate this Agreement without first having given Artist twenty (20) days' written notice to cure the default. Any notice which either the City or Artist is required or may desire to make hereunder shall be in writing and given by personal deliver, or by first class mail, return receipt requested, addressed to:

In the case of the City:

Sam Taylor
Deputy City Administrator
710 E. Mullan Avenue
Coeur d'Alene, ID 83814
(208) 769-2359

In the case of the Artist:

Ken Spiering
12117 S. Weger Rd.
Valleyford, WA 99036-9706

Either party hereto may from time to time designate a different place to receive notices by giving notice in writing to the other party hereto in accordance with this paragraph 11(b). The date of personal delivery or the date of sending any such notice shall be deemed to be the date of delivery thereof.

In the event of termination by the City, Artist shall be paid for all satisfactory work completed to date that was authorized or determined to be in conformance with this Agreement.

- c. Entire Agreement; Modification. This Fabrication and Installation Agreement constitutes the entire agreement between the City and Artist regarding the fabrication and installation of the Artwork. No modification shall be effective unless reduced to writing and executed by the City and Artist. Artist may assign or subcontract such part(s) of this Agreement he deems appropriate so long as the assignment does not materially affect his work or the resulting appearance and intent of the Artwork.
- d. City Representation and Authority. Deputy City Administrator, Sam Taylor or such other person as the City may designate in writing, shall be the City's representative ("Representative") for the purposes of administration of this Agreement. The Representative shall have authority to act on behalf of the City, provided, however, that final acceptance of the Artwork fabrication and installation, and the right to approve any modification to this Agreement, is reserved to the City.
- e. No Gratuities. Artist certifies that it has not offered, provided or promised, and will not provide any payments, gratuities, gifts or other property of value to any employee or other representative of the City as an inducement or other consideration for the City entering into this Agreement.
- f. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of the heirs, successors and assigns of the City and Artist.
- g. Further Documents. The City and Artist shall execute such further documents as reasonably may be required to carry out the purposes of this Agreement.
- h. Consequential Damage Limitation. Under no circumstances shall the City or Artist be liable to the other for lost revenues, lost income, lost profits, destruction or impairment of value of business, or other consequential damages, arising out of their Artwork fabrication and installation relationship.
- i. Disputes. This Agreement shall be interpreted and enforced according to the laws of the State of Idaho. Venue for any litigation or arbitration arising out of this Agreement shall be Kootenai County, Idaho. The prevailing party in any litigation shall be entitled to an award of reasonable attorney fees and costs as allowed by Idaho law.

- j. Discrimination. Artist will not discriminate against any employee or applicant for employment, subcontractor, or supplier because of race, color, religion, sex, national origin, or sexual orientation with respect to this Agreement, pursuant to Coeur d'Alene Municipal Code Chapter 9.56, or any other applicable state and/or federal laws.

CITY OF COEUR D'ALENE

ARTIST

By: _____
Steve Widmyer, Mayor

Ken Spiering, Artist

Date: December 20, 2016

Date: _____

ATTEST

Renata McLeod, City Clerk

Exhibit A

Artwork



Exhibit B

PROPOSAL CONCEPT- *Undercurrent* Project Riverstone Public Art Project

"Undercurrent" continues my interest in bringing speculation of the beauty of natural forms to the public, specifically the perfectly streamlined anatomy of fish swimming in an upward arc toward the surface of choppy water creating the angular rays of sunlight that play across their backs in diamond-like patterns. All of this stems from the idea to commemorate the reintroduction of Chinook salmon to Lake Coeur d'Alene in the 1970's, but more importantly serves to be the vehicle to speak to a public audience about new visions that can result from changing one's perspective to a brand new point-of-view. In learning to look beneath the surface one expands his or her awareness.

My intention with *"Undercurrent"* is to foster discovery that one is actually "underwater", in a brand new realm of uplifting fish forms rising toward sunlight filtering down upon them. This implied upward motion subtly presents optimism as a benefit to anew outlook on life.

Accurate anatomy of this more narrative portion of this sculpture respects Coeur d'Alene's wildlife heritage and should be relatively unintimidating to the pedestrian, drawing them into a gateway where further speculation about its more abstract aspects, specifically that setting which is implied by the abstract canopy of water surface and refractions of light. The silvery finish of stainless steel will animate the play of broken light, flickering onto these forms, likely giving this piece an ever-changing appearance of being in motion.

Construction and Configuration

"Undercurrent" has a canopy of 1/8" 304 stainless steel sheets sheared to about 4' wide and rolled into two undulating panels that suggest the surface of a flowing river. This canopy is around 8' wide by 12' long and stands almost 11' off the base. It is perforated with lenticular shapes that will create life-like wave patterns of light filtering onto the fish shapes below. Each fish shape is almost 4' long and made of the same stainless steel, hammered and formed into fully 3-D volumes that will be finished with the textures suggesting wet scales and fins. Each fish shape will be bolted or welded to the curved vertical "lines" of 1 1/2" rolled 304 stainless schedule 40 pipes that together suggest the upward movement of the river current and also form the stable support for the fish and the canopy. All contact points will be welded with stainless rod of the same alloy. The foundation will be below frost line, and above that, about a 9' X 12' oval, mounded and topped with river stones (mortared) or river stone-configured pavers to provide a natural "riverbed". Foundation will also be reinforced with required configurations of rebar and structural steel as base for the above-surface sculpture. Overall dimensions of total installation are approximately 9' W X 12' L X 11' H.

**NOTE- Configuration of artwork, especially the supporting framework, is subject to change according to demands of structural engineering.*

Submitted September 29, 2016 by Ken Spiering

Exhibit C

Design Agreement



CITY OF COEUR D'ALENE

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

LETTER OF AGREEMENT

August 8, 2016

Kenneth Spiering:

Congratulations upon being chosen as a finalist for the Coeur d'Alene ID Riverstone Public Art Project. This letter shall serve as an agreement between the City of Coeur d'Alene and yourself. The City shall provide a \$300.00 stipend in exchange for the following:

1. A scaled maquette of your proposal, "**Undercurrent.**" This should be easy to understand and viewable from the intended viewing angle(s) as if a visitor was approaching it. The size and dimensions of the artwork should be clearly understood. Provide a sense of the materials you intend to use. Explore the intended color(s), texture(s) and form so that it is easy to visualize your concept. Include a bar scale or dimensions as necessary to convey the size and placement of the proposed artwork(s).
2. Provide any other supporting artwork, images, narratives, illustrations, maintenance requirements etc. with your proposal so that your ideas are fully communicated.
3. Provide a detailed cost breakdown of your proposal in a sealed white envelope that states your name and "Coeur d'Alene ID Riverstone Cost" clearly on the outside of the envelope. Include all costs associated with your proposal, including any sub-consultants or team members (i.e., structural engineer if required), materials, labor, fabrication, shipping, installation, clean-up, landscape repairs, taxes etc. The panel will not look at this information until after the initial ranking has been completed at which point a careful review of the cost breakdown will be conducted to verify conformance with the project budget.

Ken Spiering

~~Allen Dodge~~ shall provide the above noted items to the City of Coeur d'Alene, Attn: Sam Taylor, 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814 no later **than Friday, September 30, 2016, at 5:00 p.m.**

Sam Taylor
Deputy City Administrator/
Arts Commission Liaison
City of Coeur d'Alene

Spiering
Kenneth Spiering, Artist 8/14/16

**Exhibit E
Cost Proposal**

RIVERSTONE "UNDERCURRENT" PROJECT- Final Budget

Freestanding Stainless Steel Sculpture *Submitted 9-29-2016 by Ken Spiering*

Materials, Sub-Contractors, Labor, Rentals, Other Costs

Design work, planning, engineering, contract development.....	\$2,700.00
Permits, licenses, fees.....	350.00
Custom rolling of pipe.....	1,300.00
Stainless steel plate (11 ga.).....	1,100.00
Stainless steel plate (12 ga.).....	650.00
Stainless steel 1 ¼" pipe.....	1,130.00
Stainless steel 1 ½" pipe.....	880.00
Fittings and hardware	200.00
Custom shearing	450.00
Structural steel for bracing & foundation	425.00
Fabricated re-bar concrete reinforcement for foundation	300.00
Form work, concrete, labor for foundation	6,000.00
River rock or riverstone pavers and installation	5,700.00
Cold galvanizing compound.....	125.00
Grinding wheels, flap wheels, grinders.....	500.00
Construction fencing	435.00
Crane and operator for installation.....	1,700.00
Equipment rental (lift, scaffolding, compactor).....	1,350.00
Employee's labor.....	10,000.00

Subtotal..... \$ 35,295.00

10% Cost increases, surcharges, unanticipated expenses, including an allowance for foundation work, equipment and labor.

TOTAL Contingent Costs..... \$3,530.00

Artist's Time, Studio and Shop Overhead Costs

Includes Artist's labor, contractor services, studio and shop expenses
i.e. tools, utilities, supplies, maintenance, depreciation, business
percentage of monthly rent (mortgage) payment, taxes, license and
insurance.....

\$ 26,269.00

SUBTOTAL \$ 65,094.00

Washington Retail Tax (.087)..... \$ 3,905.64

TOTAL \$ 68,999.64

NOTE: *Any desired lighting of this sculpture will need to be provided by others.*

ANNOUNCEMENTS

Memo to Council

DATE: December 13, 2016

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the December 20th Council Meeting:

CHRIS PFEIFFER CDA TV COMMITTEE
(Representing North Idaho College)

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director/CDATV Liaison

GENERAL SERVICES COMMITTEE

STAFF REPORT

DATE: November 28, 2016
TO: General Services Committee and City Council
FROM: Kathy Lewis, Deputy City Clerk (Childcare Commission Liaison)
RE: Amendments to Municipal Code Chapters 2.94 entitled “Childcare Commission” and 5.68 Entitled “Childcare Facilities”

DECISION POINT: To consider the adoption of all, some, or none of recommended changes to the Municipal Code Chapters 2.94 and 5.68 to reflect the following:

1. Change membership of the Commission from 12 members to 9 members
2. Change the word under members from “shall’ consist of ” to “may consist of ” as citizens willing to serve change from time to time may represent different capacities in childcare
3. Add under duties of the Commission “ to hear appeals”
4. Change the denial section to read from “found guilty of any crime involving a controlled substance” to add an exception as provided in Subsection B
5. In subsection B add to the 5 year offense limitation for denial “possession of marijuana or marijuana paraphernalia for personal use”
6. Revise the appeal section to be concise on the conditions in which a facility may continue to operate while the license is in an appeal status; clarify the conditions in which the Commission may rule during an appeal, and how that decision is determined, and how the applicant is notified of the decision.
7. In the case of revocation, change the amount of time from two years to five years before a license may be reinstated and change the language from “shall” to “may” to match the State language, giving the Commission and City some latitude.

HISTORY:

Amendments 1. and 2: The Commission has members who have been consistent in serving on the Commission but they may represent their own facility, or they may represent NIAAYEC, or NAFCC, both professional organizations for childcare with local chapters. The Commissioner may leave the board of the professional organization but want to continue to serve or the personnel such as at Panhandle Health may change and that employee no longer wish to serve but a new employee may choose to serve. **Amendment No. 3:** The Code section regarding appeals allocates the authority to the Commission but was not included in the section of duties. **Amendments No. 4. and 5:** The current code currently denies a childcare license to anyone who has ever received a conviction or withheld judgement for any crime involving a controlled substance. In recent years the use of marijuana has become prevalent and especially on college campuses and nearby states. Applicants are applying for childcare licenses that may have had a marijuana charge 10 years ago when they were 18 or 19 and no record since. The Commission met with Chief White and he cautioned about eliminating or reducing the time for crimes involving injectable drugs or related paraphernalia. The Commission is recommending to move the charge for marijuana use or marijuana paraphernalia to the five year denial window and all other controlled substance and related paraphernalia crimes would remain a permanent

disqualification. **Amendments No. 6 and 7:** This is housekeeping to more clearly define the appeal process, the grounds for decisions by the Commission, and clarify the conditions under which a facility or person may continue to operate while in an appeal. If a license is revoked or denied, the State may deny another license for up to five years, we are at two years so want to update to match the State.

FINANCIAL IMPACT: There will be some codification costs associated with this code amendment.

DECISION POINT/RECOMMENDATION: Staff recommends adoption of the proposed changes to Municipal Code Chapter 2.94 entitled “Childcare Commission” and Municipal Code Chapter 5.68 entitled “Childcare Facilities.”

ORDINANCE NO. ____
COUNCIL BILL NO. 16-1027

AN ORDINANCE AMENDING PROVISIONS OF CHAPTERS 2.94 AND 5.68 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AS FOLLOWS; AMENDING SECTION 2.94.020 REGARDING MEMBERSHIP OF THE CHILDCARE COMMISSION; AMENDING SECTION 2.94.060 REGARDING THE DUTIES OF THE CHILDCARE COMMISSION; AMENDING SECTION 5.68.100 REGARDING APPEALS; AMENDING 5.68.140 REGARDING THE EFFECT OF VIOLATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 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 Section 2.94.020 is amended to read as follows:*

A. The childcare commission shall consist of ~~twelve (12)~~ nine (9) members, ~~including one member who shall be a high school student, who attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years, and shall serve in an advisory capacity only and may not vote,~~ to be appointed by the mayor, with the consent and approval of the council and members may, in like manner, be removed. Members of the commission shall hold office for a period of four (4) years each and the terms shall be staggered in such a manner so that the terms of not more than three (3) members shall expire in any one year.

B. Members ~~shall be selected so that there shall always remain on the commission at least one may include a~~ representative from Head Start, North Idaho Association for the Education of Young Children (NAEYC), Family Childcare Association, center childcare, ~~d~~Department of ~~h~~Health and ~~w~~Welfare, Panhandle ~~h~~Health ~~d~~District, Child Care Resource Center, city ~~p~~Police ~~d~~Department, city ~~f~~Fire ~~d~~Department, and/or one city resident who has been or is currently a consumer of childcare within the city limits or a childcare operator within the city limits, who shall serve without compensation. One member may be a high school student, who attends school within the boundaries of School District 271 and is between the ages of fourteen (14) and eighteen (18) years. The high school student member, if any, shall serve for a period of one year in an advisory capacity only and may not vote.

C. Any member who does not attend at least a majority of the meetings of the commission within a twelve (12) month period may be replaced pursuant to the provisions of Idaho Code section 50-210.

SECTION 2. *That Coeur d'Alene Municipal Code Section 2.94.060 is amended to read as follows:*

- A. Incorporate ~~all~~ Coeur d'Alene ~~e~~City Council and staff recommendations as may be necessary to ~~fall-comply~~ with ~~in~~ the guidelines, rules, and intent of applicable ~~e~~City and/or ~~s~~State codes;
- B. Make suggestions for the health and safety of children;
- C. Establish recommended criteria for the mayor's award for quality in childcare and accept nominations;
- D. Take public comments on issues arising from the implementation and enforcement of these various regulations, and forward to the city council when deemed appropriate or necessary;
- E. Comply with all city policies, procedures, and regulations; and
- F. To hear appeals from decisions to deny or revoke a license.

SECTION 3. *That Coeur d'Alene Municipal Code Section 5.68.060(A) is amended to read as follows:*

Where the individual operator, managing agent of a corporation, active partner(s), care provider, or any other person required to have a criminal history check under the provisions of this chapter or Idaho Code section 39-1105 ~~has~~ pleaded guilty to, been found guilty of, or received a withheld judgment for any offense involving: ~~neglect of~~ or any physical injury to or other abuse of a child, felony domestic violence ~~conviction~~, aggravated assault, or aggravated battery ~~conviction~~, including the following offenses or a similar provision in another jurisdiction: attempted strangulation, Idaho Code section 18-923; injuring a child, Idaho Code section 18-1501; sexual abuse of a child under sixteen (16) years of age, Idaho Code section 18-1506; ritualized abuse of a child under eighteen (18) years of age, Idaho Code section 18-1506A; sexual exploitation of a child, Idaho Code section 18-1507 or 18-1507A; lewd conduct with a child under the age of sixteen (16) years, Idaho Code section 18-1508; enticing of children, Idaho Code section 18-1509 or 18-1509A; sale or barter of a child for adoption or other purposes, Idaho Code section 18-1511; murder, Idaho Code section 18-4001 or 18-4003; voluntary manslaughter, Idaho Code section 18-4006; poisoning, Idaho Code section 18-4014 or 18-5501; assault with intent to murder, Idaho Code section 18-4015; indecent exposure, Idaho Code section 18-4116; abuse, neglect, or exploitation of a vulnerable adult, Idaho Code section 18-1505; kidnapping, Idaho Code section 18-4501 through 18-4503; mayhem, Idaho Code section 18-5001; inducing individuals under eighteen (18) years of age into prostitution, Idaho Code section 18-5609; inducing persons under eighteen (18) years of age to patronize a prostitute, Idaho Code section 18-5611; rape, Idaho Code section 18-6101 or 18-6108; robbery, Idaho Code section 18-6501; incest, Idaho Code section 18-6602; crimes against nature, Idaho Code section 18-6605; forcible sexual penetration by use of a foreign object, Idaho Code section 18-6608; video voyeurism, Idaho Code section 18-6609; stalking in the first degree, Idaho Code section 18-7905; any felony punishable by death or life imprisonment; ~~found guilty of or~~

~~received a withheld judgment for any~~ crime involving a controlled substance except as provided in subsection B, ~~or~~ a crime involving moral turpitude; ~~or where~~ a person is on felony supervised parole or probation.

SECTION 4. *That Coeur d'Alene Municipal Code Section 5.68.060(B) is amended to read as follows:*

Any person who has pleaded guilty to, ~~or has been found guilty of~~, or received a withheld judgment for any of the following offenses, or an offense which may be similarly defined in another jurisdiction, shall be denied a childcare license for a period of five (5) years from the date of the conviction:

1. Forgery of a financial transaction card, Idaho Code section 18-3123.
2. Fraudulent use of a financial transaction card or number, Idaho Code section 18-3124.
3. Forgery or counterfeiting, Idaho Code chapter 36, title 18.
4. Misappropriation of personal identifying information, Idaho Code section 18-3126.
5. Insurance fraud, Idaho Code section 41-293.
6. Damage to or destruction of insured property, Idaho Code section 41-294.
7. Public assistance fraud, Idaho Code section 56-227.
8. Provider fraud, Idaho Code section 56-227A.
9. Attempt, Idaho Code section 18-306.
10. Conspiracy, Idaho Code section 18-1701.
11. Accessory after the fact, Idaho Code section 18-205.
12. Misdemeanor injury to a child, Idaho Code section 18-1501(2).
13. Possession of marijuana or marijuana paraphernalia for personal use.

SECTION 5. *That Coeur d'Alene Municipal Code Section 5.68.100 is amended to read as follows:*

5.68.100: LICENSE; DENIAL AND REVOCATION; NOTICE; HEARING APPEAL TO COMMISSION:

A. When it appears that any operator or licensee, any other person designated in Idaho Code section 39-1105, or any other person twelve (12) years of age or older that resides at the childcare facility has violated any provision of this chapter, any ordinance of the city with regard to the premises where the childcare facility is located, or any other ordinance of the city or statute of the state or of the United States involving controlled substances, physical or sexual abuse involving children, any offenses specified in section 5.68.060 of this chapter, or a crime of moral turpitude, the license shall be revoked.

B. Prior to the revocation of any license, or the denial of a license, ~~application for a license~~ or renewal thereof, written notice of reasons for such action shall be given to the applicant or licensee by the city clerk. Such notice shall state that a person wanting to ~~file an~~ appeal ~~of~~ the decision to deny or revoke a license shall make a written application, upon a form prescribed by

the city, within ten (10) calendar days of ~~receipt of the~~ date of the notice of denial or ~~notice of~~ revocation.

C. Upon receipt of an application for appeal~~request~~, a revocation or denial of a license renewal shall be stayed. ~~†~~The city clerk ~~will~~shall notify the applicant or licensee of the time and place of the hearing. The childcare commission shall hear such appeal within thirty (30) calendar days after the date the application for appeal was ~~filed by the appellant~~. The commission will provide written notice to the applicant or licensee of ~~their~~its findings~~decision and the stay shall expire as of the date of the notice.~~

~~D. — Repealed.~~

ED. Should an emergency exist and the chief of police or the fire chief certify that there is an immediate danger to the life or health of a child, ~~the license may be summarily denied or revoked pending the notice and hearing herein provided~~there shall be no stay or, if a stay has commenced, it shall be lifted and the revocation or denial of a license renewal shall be in effect during the appeal.

FE. In determining hearing an appeal, the commission shall:

- ~~1. Allow only the minimum appeal necessary to meet the hardship or practical difficulties~~Consider the evidence presented, giving such weight to any testimony or exhibits as it deems appropriate;
- ~~2. Find that the granting of the appeal will not be materially detrimental to the purposes of this chapter~~Place the burden on the appellant to demonstrate by clear and convincing evidence that the decision to deny or revoke a license was contrary to the law or the facts;
- ~~3. Attach such conditions to granting all or a portion of any appeal as necessary to achieve the purposes of this chapter~~Conduct the hearing fairly and impartially with the goal of receiving all information pertinent to the issues before it in an orderly and courteous manner; and
4. Render a decision based on the evidence and consistent with the purpose and intent of this chapter.

GF. On appeal, the commission may:

1. Decide questions arising over the interpretation and enforcement of this chapter;
2. Rule on evidentiary objections with the advice of legal counsel, if available; the Idaho Rules of Evidence shall be used for guidance, but shall not be applied so as to prevent the admission of all relevant evidence;

3. Affirm, reverse, or affirm with conditions the decision to deny or revoke a license; and

4. The commission may continue the hearing in order to allow a party to produce additional evidence.

G. Deliberations and Decision.

1. After the evidence has been presented, the commission shall deliberate and decide the appeal in open session.

2. Any decision shall be by majority vote of the commission, with the chair voting only in the event of a tie.

3. The reasons for the decision shall be stated on the record and included in the written notice of decision to be sent to the applicant or licensee.

SECTION 6. *That Coeur d'Alene Municipal Code Section 5.68.140 is amended to read as follows:*

A. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor punishable as provided in section 1.28.010 of this code. Each day of the violation shall be considered a separate offense.

B. Any operator or person ~~convicted for a violation who violates any provision~~ of this chapter ~~may have his/her license revoked and shall~~may be denied a license for a period of ~~up to two (2)~~five (5) years.

C. Any facility receiving three (3) or more violations ~~of ratios within a two (2) years period of the date of the first violation of this chapter~~ may ~~be subject to have its license revoked~~and/or ~~be subject to~~denial of ~~a~~renewal of license. Any facility receiving three (3) or more violations of state of Idaho childcare health and safety regulations, ~~the current international fire code regulations adopted by the city~~, or ~~the~~ childcare regulations in this code, within ~~a two (2) years period of the date of the first violation of said regulation or code~~ may be ~~have its licenses subject to~~ ~~revoked~~and/or ~~may be subject to~~denial of ~~a~~renewal of license.

D. Any renewal of ~~a~~license after ~~its~~expiration date, for persons or facilities continuously in operation, ~~will~~~~shall~~be subject to double the amount of the license fee to the city ~~to cover additional administrative costs~~.

SECTION 7. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8. 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 9. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on December 20, 2016.

APPROVED, ADOPTED and SIGNED this 20th day of December, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Provisions of Chapters 2.94 and 5.68 of the Municipal Code

AN ORDINANCE AMENDING PROVISIONS OF CHAPTERS 2.94 AND 5.68 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AS FOLLOWS; AMENDING SECTION 2.94.020 REGARDING MEMBERSHIP OF THE CHILDCARE COMMISSION; AMENDING SECTION 2.94.060 REGARDING THE DUTIES OF THE CHILDCARE COMMISSION; AMENDING SECTION 5.68.100 REGARDING APPEALS; AMENDING 5.68.140 REGARDING THE EFFECT OF VIOLATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Provisions of Chapters 2.94 and 5.68 of the Municipal Code of the City of Coeur d'Alene, 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 20th day of December, 2016.

Randall R. Adams, Chief Deputy City Attorney

MEMORANDUM

DATE: December 6, 2016

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: APPROVAL OF A SCOFFLAW ORDINANCE RELATED TO UNPAID PARKING CITATIONS

DECISION POINT: To approve an ordinance creating the scofflaw program related to unpaid parking fines.

HISTORY: The City of Coeur d'Alene has in the past struggled to ensure motorists who receive parking citations pay their fines. By not proactively collecting on unpaid parking tickets, it has created an environment whereby numerous motorists know they don't have to abide by the City's parking regulations.

When the City has a parking system in which many motorists don't follow the rules, it impacts those law-abiding citizens who are following the rules and may end up losing out on parking opportunities. Parking is a finite resource within the City, particularly downtown. Abusers of the parking system inhibit residents and visitors from being able to take advantage of downtown amenities – both our amazing outdoors and our local businesses. This becomes an issue of economic development. The City desires to bolster its local economy by ensuring appropriate turnover of vehicles downtown and by working to provide opportunities for more people to participate in the downtown economy.

The City began collecting on unpaid parking fines in November 2016 and this will be an ongoing process. As of now we are collecting on three years of unpaid fines between June 30, 2016 and approximately the first week of July 2016. Once that back log is finished, we will collect on the second half of 2016 and then begin sending out payment notifications thereafter on a monthly basis on all new fines.

We know, however, that there will still be some motorists who refuse to pay fines. A diversity of enforcement mechanisms provides greater opportunity to ensure compliance with our parking regulations.

It is for that reason that the Parking Commission unanimously recommended approval of the attached scofflaw ordinance.

This scofflaw ordinance sets up a system to provide public information related to who has multiple tickets still owing over a certain period of time and also sets up a physical enforcement mechanism to address those unpaid tickets. That physical method is an immobilization device for the vehicle, known as a "boot."

The basics of the scofflaw ordinance are as follows:

- A scofflaw vehicle is one that, individually or in combination with other vehicles owned and/or leased by the same motorists has four or more parking citations unpaid for at least 45 days from the date of issuance.
- A vehicle that qualifies as a scofflaw vehicle is subject to the scofflaw rules, which include creating a “Scofflaw List.” This list identifies the vehicles and owners/lessees of the vehicles if known and dates of unpaid citations. The list is to be updated weekly to ensure accurate, and it will be posted on the City’s website. This allows motorists to access the list to see if they are on it – and provides them an opportunity for due process to appeal their inclusion on the list.
- A motorists that wants to appeal their inclusion on the list does so by challenging whether they actually have the number of unpaid citations listed or whether they were the owner or lessee of the vehicle at the time the citation was issued.
- If a scofflaw vehicle is found within the City, parking enforcement staff would place an immobilization device on the vehicle. The device would remain until all citations are paid, or until the vehicle is impounded.
- If a motorist fails to pay all citations within two days of the immobilization device being paid, the vehicle would be towed. The vehicle would remain impounded until all citations are paid.
- The City would place a sticker on the window of the vehicle providing a warning about not tampering with the immobilization device and explaining the process for getting it removed (as well as contact information to do so).
- A motorist may also appeal the immobilization similar to the Scofflaw List appeal. An immobilization hearing would be reviewed based on whether the citations were validly issued, whether any fines remained outstanding when they were immobilized, and whether the motorists was the registered owner or lessee of the vehicle at the time the citations were issued.
- A motorist would be responsible to pay to have the boot removed, some administrative costs for placement of the boot and, if they were towed and impounded, responsible for those costs associated with that process.

The Coeur d’Alene Downtown Association is also a proponent of this new process, and believes that physical enforcement will continue to ensure compliance with the City’s parking regulations.

Should the City Council approve this ordinance, staff will bring back additional items necessary for creation of this program:

- 1) An update to Diamond Parking’s contract for their staff to place boots on vehicles. This includes addressing issues of liability as well as a monthly charge for them to participate in the process. Placing boots on vehicles is not currently part of Diamond’s working under the existing contract and so we must recognize this work.

- 2) An agreement with a local towing company for remove of boots and to recognize costs associated with that removal process. The City works with Schaffer's Towing for our towing services now.
- 3) An update to the Municipal Fee Schedule recognizing new costs associated with motorists who are booted. The fee schedule should acknowledge costs that the motorist would be responsible for, including some administrative fee when the boot is place as well as costs associated with removal of the boot.

FINANCIAL: Staff believes it is appropriate for scofflaw motorists to bear the costs of this program. With that in mind, new costs associated with this include a monthly charge by Diamond for this new work as well as costs associated with removal of the boot by a local towing company. A towing company would charge \$65 for the removal of the boot. Diamond intends to charge \$185 per month plus \$45 per installed boot, and staff will need to devise a basic charge for motorists to pay a portion of that in their process so we can recoup that cost. It may be that some of those costs are borne by general parking revenues, as at a certain point it may be too much of a burden for the motorist. This is a future discussion for council. We would also need to purchase several boots, and the cost of those is approximately \$163-\$183 per device. Staff believes purchasing four initially would be appropriate.

No decisions are being made on these issues now and will be brought back to a future meeting should council agree to the new scofflaw program via this ordinance.

DECISION POINT/RECOMMENDATION: Staff recommends approval of the scofflaw ordinance.

ORDINANCE NO. _____
COUNCIL BILL NO. 16-1029

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER, CHAPTER 10.30, ENTITLED "SCOFFLAW VEHICLES," TO THE MUNICIPAL CODE, WHICH PROVIDES DEFINITIONS, ESTABLISHES A SCOFFLAW LIST, PROVIDES FOR NOTICE AND AN APPEAL, AND PROVIDES THE AUTHORITY TO IMMOBILIZE SCOFFLAW VEHICLES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation by the General Services 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 Chapter 10.30 be adopted;

NOW, THEREFORE,

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

SECTION 1 . *That a new Chapter 10.30, entitled "Scofflaw Vehicles" is added to the Coeur d'Alene Municipal Code as follows:*

**CHAPTER 10.30
SCOFFLAW VEHICLES**

10.30.010: PURPOSE:

The purpose of this Chapter is to hold the owners and lessees of motor vehicles accountable for their unpaid parking fines by creating a structured and enforceable parking ticket collection system, including provisions for notice and the use of immobilization devices.

10.30.020: DEFINITIONS:

A. "Immobilization Device" shall mean a vehicle boot, wheel clamp, windshield blocking device, or other implement which may be clamped and locked onto a part of a motor vehicle for the purpose of immobilizing the vehicle.

B. "Motorist," for purposes of this Chapter, shall mean all registered owners or lessees of a vehicle.

C. “Scofflaw List” or “List” shall mean the list of Scofflaw Vehicles compiled and maintained by the Parking Commission or its designee as required by this Chapter.

D. “Scofflaw Vehicle” shall mean a motor vehicle that, individually or in combination with other vehicles owned and/or leased by the same Motorist, is the subject of four (4) or more written citations for parking violations in the City of Coeur d’Alene, and which citations have remained unpaid for at least forty-five (45) days from the date of issuance.

10.30.030: SCOFFLAW LIST:

A. The Parking Commission or its designee shall compile and maintain a Scofflaw List which shall include the license plate numbers of all Scofflaw Vehicles, the names of the registered owners or lessees, if known, of the Scofflaw Vehicles, and the dates of the unpaid citations.

B. The List shall be updated weekly in order to provide information as current as reasonably practical for purposes of parking enforcement.

C. The List shall be posted on the City’s website.

D. Upon inclusion of a Scofflaw Vehicle on the List, the registered owner(s) or lessee(s), if known, of said vehicle shall be provided Notice by first-class mail at the address found in the applicable state’s motor vehicle records, by personal service, by posting on the Scofflaw Vehicle, or by any other means reasonably calculated to provide adequate notice. The Notice shall state that the Motorist’s vehicle or vehicles are on the Scofflaw List and shall further state:

1. The date and location of each unpaid parking violation;
2. The total amount due for the parking violations and the fee set by resolution of Council if immobilization should occur;
3. That the Motorist must respond within ten (10) days of the date of the Notice by paying the total amount due, filing an appeal as described hereafter, or by arranging a payment plan with the City; and
4. That, if the Motorist fails to respond within ten (10) days of the date of the Notice, any Scofflaw Vehicle owned or leased by the Motorist will be subject to immobilization and/or impoundment, and shall be liable for any fees imposed for immobilization and/or impoundment, towing, and storage.

E. A Motorist may appeal inclusion of a vehicle on the List by filing a written statement of the reasons for the appeal with the City Clerk within ten (10) days of the date of the Notice required hereunder. The City Clerk will schedule a hearing before a City hearing officer. The hearing officer’s sole duty will be to determine whether the Motorist owns or leases a vehicle or vehicles that

are the subject of four (4) or more written citations for parking violations in the City of Coeur d'Alene which have remained unpaid for at least forty-five (45) days from the date of issuance, whether the Motorist owned or leased the vehicle when the citation was issued, and whether any parking citations or fees remain unpaid at the time of the hearing. Until a final decision is rendered on the appeal, the Motorist's Scofflaw Vehicle shall not be immobilized and the Scofflaw Vehicle shall be removed from the City's website at the time of the next update.

F. Other than during an appeal, a Scofflaw Vehicle shall not be removed from the List until the City receives full payment for all outstanding parking citations and associated costs and fees. Any parking citation received after a Scofflaw Vehicle is placed on the List or during the pendency of an appeal must also be paid before it may be removed from the List.

10.30.040: ENFORCEMENT; IMMOBILIZATION:

A. If a Motorist fails to respond to the Notice required by section 10.30.030(D), any or all of the Motorist's Scofflaw Vehicles may be immobilized if found parked on public property, including within rights-of-way, in the City.

B. Upon immobilization, a written notice shall be posted on the vehicle that states:

1. The vehicle has been immobilized by the City for failure to pay four or more parking citations, any of which have remained unpaid for at least forty-five (45) days;
2. The immobilization may be removed by paying all outstanding fines, fees, costs, and civil penalties then due;
3. The vehicle will be impounded unless full payment is made within two (2) business days of the notice; and
4. It is a misdemeanor for any person to remove, attempt to remove, or damage any Immobilization Device, or to move or attempt to move an immobilized vehicle.

C. A Motorist may have an Immobilization Device removed upon paying to the City all outstanding parking citations and associated costs and fees, or entering into a payment agreement for such citations, costs, and fees, signed by both the City and the Motorist.

D. In the discretion of an authorized representative of the City, a Scofflaw Vehicle which has been immobilized may be impounded if the Motorist fails to pay all outstanding fines, fees, and civil penalties then due within two (2) business days of immobilization.

E. A vehicle impounded pursuant to section 10.30.040(D) shall not be released until the Motorist has paid all citations, fines, fees, and costs, including towing and storage charges.

F. A Motorist shall have the right to a post-immobilization hearing. The motorist shall file a written demand for such hearing within seven (7) days of the immobilization. A post-immobilization hearing shall be conducted by a hearing officer unless the hearing officer presided over the appeal regarding the inclusion on the List, in which case the post-immobilization hearing shall be conducted by the City Administrator or his designee. Failure to request a hearing within the specified period of time or attend a scheduled post immobilization hearing shall be deemed a waiver of the right to a hearing. The sole issues to be determined in a post-immobilization hearing provided by this section are whether the citations were validly issued, any fines, fees, or costs were outstanding at the time of immobilization, and the Motorist was the registered owner or lessee of the Scofflaw Vehicle at the time of the citations were issued.

G. The process and procedures set out in this Chapter are not exclusive. The City is entitled to enforce parking regulations and citations in any manner allowed by law, either independently or concurrently with the process and procedures set out herein.

10.30.050: PENALTY; FEES; COSTS:

A. It is a misdemeanor to remove, attempt to remove, or damage any Immobilization Device, or to move or attempt to move an immobilized vehicle. Upon conviction, a person shall be subject to the penalty set out in Section 1.28.010 of this Code.

B. Any person who damages an Immobilization Device, intentionally or negligently, shall be liable for the repair or replacement of such Device.

C. The City Council shall, by resolution, establish a fee to be assessed against a Motorist in the event a Scofflaw Vehicle is immobilized. Such fee shall cover the additional administrative costs of immobilization.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. 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.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the

legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on December 20, 2016.

APPROVED, ADOPTED and SIGNED this 20th day of December, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Creating Municipal Code Chapter 10.30 entitled "Scofflaw Vehicles"

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER, CHAPTER 10.30, ENTITLED "SCOFFLAW VEHICLES," TO THE MUNICIPAL CODE, WHICH PROVIDES DEFINITIONS, ESTABLISHES A SCOFFLAW LIST, PROVIDES FOR NOTICE AND AN APPEAL, AND PROVIDES THE AUTHORITY TO IMMOBILIZE SCOFFLAW VEHICLES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Creating Municipal Code Chapter 10.30, entitled “Scofflaw Vehicles,” 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 20th day of December, 2016.

Randall R. Adams, Chief Deputy City Attorney

PUBLIC WORKS COMMITTEE

PUBLIC WORKS STAFF REPORT

DATE: December 12, 2016
FROM: Kim Harrington, Assistant Project Manager (Drainage Utility)
Tim Martin, Streets/ Engineering Director

**SUBJECT: DECLARATION FOR SOLE SOURCE PROCUREMENT VIDEO
CAMERA, AV SYSTEM FROM WESTERN SYSTEMS OF SPOKANE**

DECISION POINT:

Request Council authorization to purchase new video camera, AV system from Western Systems of Spokane

HISTORY:

The current system was purchased in 2004 by the City of Coeur d'Alene Wastewater Dept. In 2010 the wastewater department upgraded to a new camera truck and their old camera truck and equipment was taken over by the drainage utility. As with any computer and A/V technology, equipment becomes obsolete quickly and support for older equipment becomes very challenging. At this time, the drainage utility upgraded the video capture program to POSM. However, the cameras remained the same until 2011 when one of the two cameras was updated to have Pan, tilt and zoom capability. There are no longer parts available to upgrade the other camera or to repair the one that was upgraded as this technology is now obsolete. During the last fiscal year the utility has spent in excess of \$2600.00 attempting to repair our camera.

Camera Truck Mission/ Usage The camera/ Video truck is a box truck that is equipped with a remote control camera system that drives into storm drainage lines to inspect them for obstructions, defects, illicit connections, infrastructure condition rating, risk assessment and planning.

Having the ability to video lines is essential during rain events where ponding is occurring to identify/ fix the issue before damage to property occurs. It is also vital to use this technology to inspect pipe conditions prior to asphalt overlays or wastewater open trench projects to ensure sound storm water infrastructure and identify storm water system repairs / upgrades that can be done in conjunction with other city projects.

It is not uncommon to discover gas mains or water lines that have been bored through our storm water lines. Mechanically jetting these lines without performing a visual inspection with the camera can be very dangerous and is avoided whenever possible.

The City of Coeur d'Alene Streets/ Engineering department have performed 430 man hours of video in the last 12 months. We have an average of 6 core videoing

months which equates to 71 hours per month during the video season. Could have done more!!!

FINANCIAL ANALYSIS:

The purchase of this equipment was not included in budget. The funds required will be made available by utilizing the street department to perform the majority of our collection system replacement work.

PERFORMANCE ANALYSIS:

The Drainage Utility and Street/ Engineering Department would greatly benefit from having a new camera system to support our rapidly growing needs. Due to a lack of customer support and difficulty during repairs, we have explored other manufacturers of comparable systems. The Wastewater dept. has had tremendous success and dependability out of the systems which they are currently using (RST). Having the same system as wastewater would allow us to always have backup equipment that is completely compatible should we have an issue with ours. RST also has a presence in Spokane with support and loaner equipment for use while our equipment is getting repaired. RST pays for the shipping of our camera and is on the west coast. The new equipment from RST would also have a 24-60 month warranty.

An additional benefit of using the same system that wastewater has is that they have lots of specialty accessories that would be extremely valuable during special projects. We typically wouldn't purchase these items due to the little use that we would have for them. These items will be extremely helpful during those extraordinary circumstances and are currently owned by the city already. Examples of these items would be oversized/ specialty tires and different tractors that elevate the level of the camera several feet.

DECISION POINT/RECOMMENDATION:

The Council is requested to authorize staff to publish a declaration for the sole source procurement of a new video camera / AV system from Western Systems for \$56,180.00



Video Truck



Video Truck



Debris in Storm Line



Illegal Connection



Gas line thru Storm line





Collapsed Line



OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: December 20, 2016
FROM Bill Greenwood – Parks and Recreation Director

SUBJECT: Ignite Funding

=====

DECISION POINT:

Approval of an Agreement for Financing with Ignite for the Memorial Park companion projects funding.

HISTORY:

On October 4, 2016 Council gave staff direction to seek funding for the “companion project” to the City/County Shared parking. On November 16, 2016 City of Coeur d Alene staff made a presentation to the Ignite board for the funding on this project which was approved contingent on approval from City Council accepting this funding.

FINANCIAL ANALYSIS:

Ignite will give the City of Coeur d’ Alene \$1,019,000 to build these elements within the Memorial Park companion project area.

PERFORMANCE ANALYSIS:

These park improvements were identified in the BLM Four Corners Master Plan that was submitted to BLM for approval of a lease for our use of 29 acres for public recreation. Once this funding is approved by Council, staff will take council's acceptance of the funding back to the Ignite Board to finalize the funding.

DECISION POINT/RECOMMENDATION:

Approval of an Agreement for Financing with Ignite for the Memorial Park companion projects funding

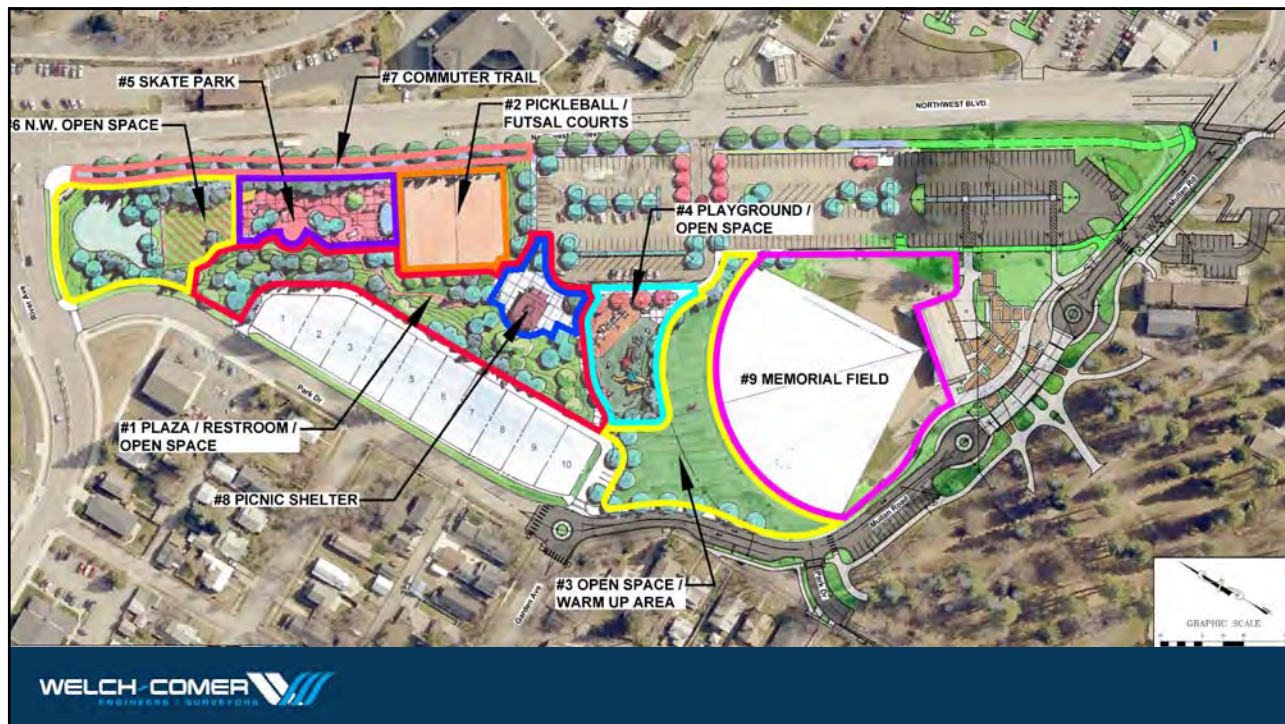
Original Four Corners Master Plan



WELCH-COMER
ENGINEERS & SURVEYORS



WELCH-COMER
ENGINEERS & SURVEYORS





Four Corners Companion Projects to the City/County Shared Parking Lot Project

Concept Level Opinions of Cost

AREA	PROJECT ELEMENT	CONCEPT LEVEL OPINION OF PROJECT COST	Outside Funding	Running Total	NOTES
	PLAZA				
1	RESTROOM/LANDSCAPE/IRRIGATION/UTILITIES/LIGHTING/SIDEWALKS	\$ 430,000	\$ (215,000)	\$ 215,000	LWCF Funding
2	PICKLEBALL/FUTSAL COURTS/SIDEWALKS/LIGHTING/LANDSCAPING	\$ 202,000	\$ (200,000)	\$ 217,000	NIC LWCF Conversion
3	CENTRAL OPEN SPACE/WARM UP LANDSCAPE/IRRIGATION/SIDEWALKS	\$ 150,000		\$ 367,000	
4	PLAYGROUND/LANDSCAPE/IRRIGATION/LIGHTING/SIDEWALKS	\$ 234,100		\$ 601,100	City Staff Installs Playground
5	SKATE PARK	\$ 400,000	\$ (200,000)	\$ 801,100	LWCF Funding
6	N.W. OPEN SPACE LANDSCAPE/IRRIGATION/SIDEWALKS	\$ 180,000		\$ 981,100	
7	COMMUTER TRAIL - NW SEGEMENT	\$ 38,000		\$ 1,019,100	Base Project
8	PLAZA PICNIC SHELTER	\$ 150,000		\$ 1,169,100	Add Alternates
9	MEMORIAL PLAYFIELD GRADING, IRRIGATION/HYDROSEED/FENCING/DUGOUTS	\$ 390,000		\$ 1,559,100	Add Alternates
	TOTAL	\$ 2,174,100	\$ (615,000)	\$ 1,559,100	

RESOLUTION NO. 16-066

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT FOR FINANCING OF IMPROVEMENTS FOR THE FOUR CORNERS - MEMORIAL PARK IMPROVEMENT PROJECT WITH THE COEUR D'ALENE URBAN RENEWAL AGENCY d/b/a IGNITE CDA.

WHEREAS, the Parks and Recreation Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement for Financing of Improvements for the Four Corners - Memorial Park improvement project with ignite CDA, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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 for Financing of Improvements for the Four Corners - Memorial Park improvement project with ignite CDA, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 20th day of December, 2016.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

AGREEMENT FOR FINANCING OF IMPROVEMENTS

Four Corners Project: Memorial Park Improvements, Coeur D'Alene, Idaho

This Agreement, entered into and effective as of the 20th day of December, 2016 is made and entered into between the Coeur d'Alene Urban Renewal Agency d/b/a ignite cda (the “**Agency**”), 105 N. First Street, Ste. 100, Coeur d'Alene, ID 83814, and the City of Coeur d'Alene, Idaho (the “**City**”) relating to the financing and development of certain public improvements to the Memorial Park area in the Four Corners project area, as shown in red on the attached Exhibit A and referred to as the “Base Bid” project elements, located in Coeur d'Alene, Idaho (the “**Project**”). The City and the Agency are each referred to herein as a “Party” and collectively as the “Parties.”

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

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

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

WHEREAS, the City Council adopted its Ordinance No. 3154 on November 18, 2003, approving the Lake District Amended and Restated Plan, which provides for a nine (9) year term extension for the Lake District (i.e. Lake District terminates in tax year 2021 versus the original termination date of tax year 2012); and

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

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

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

WHEREAS, the City owns or controls certain real property more commonly known as the Four Corners / Mullan Road Area located in Coeur d'Alene, Idaho (the “**Project Site**”) and has undertaken to develop the Project; and

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

NOW THEREFORE, it is agreed as follows:

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

II. Financing of Project Design. The Agency shall incur all costs for the architectural, engineering, and related costs for the design of the Project. The design of the Project (the “**Final Design**”) shall be subject to written approval by the Agency prior to the release of a construction contract or commencement of construction on the Project.

III. Financing of the Project Construction; Construction Draws. The Agency has agreed to pay up to one million nineteen thousand dollars (\$1,019,000) (the “**Agency Contribution**”) to the costs of construction of the Project (the “**Construction Costs**”), with said Construction Costs related to Project elements constructed solely within the boundary of the revenue allocation area subject to the Plan, commonly known as the Lake District, provided the City at all times complies with the terms of this Agreement. An Agency Board member, and/or the Agency’s Executive Director, shall be a member of the Project implementation team, and the Agency shall approve any and all contractor draw requests made of the City, submitted pursuant to any Construction Agreement entered into by the City in connection with the financing and construction of the Project, until such time as the Agency’s Contribution is exhausted. This requirement shall be included in all Construction Agreements entered into in connection with the Project, so as to require Agency sign-off as a prerequisite to disbursement of any funds pursuant to such draw request. The Agency shall have the ability, in its sole discretion, to hire any third-party consultant or expert to oversee the design and construction of the Project, at Agency’s expense. The City agrees to cooperate or cause its contractor or other party acting on behalf of the City to reasonably cooperate with such third-party consultant or expert.

IV. Payments by the Agency. Provided that the City is in compliance with the terms and conditions of this Agreement, within thirty (30) days of a project draw request of the contractor being submitted to the Agency, which has been signed and approved by the Project’s contract engineer, the City and the Agency, the Agency will pay directly to the contractor the amount requested under the draw request up to a maximum of the total Agency Contribution.

V. Changes during Construction. All material changes to the Project, including but not limited to material changes to the Final Design, and any change orders submitted during the construction phase of the Project in excess of One Thousand Dollars (\$1,000), shall be subject to prior written approval by the Agency.

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

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

(a) Commercial General Liability Insurance ("**Occurrence Form**") with a minimum combined single limit liability of \$10,000,000 per occurrence for bodily injury and property damage; with a minimum limit of liability of \$10,000,000 per person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$11,000,000 and a general aggregate limit of not less than \$11,000,000, which general aggregate limit will be provided on a per project basis. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project. The policy shall name the City as the insured and shall be endorsed to name Agency, including its respective affiliates, officers, directors, and employees of each as additional insureds. Such endorsement shall be made upon endorsements providing coverage identical to that provided under ISO Endorsements CG 20 10 07 04 and CG 20 37 07 04, and coverage limits identical to those provided under ISO Endorsement CG 25 03 03 97, by City's Commercial General Liability insurer to meet the above requirements. All policies shall not be a claims-made policy.

(b) The City shall ensure subcontractors and sub-subcontractors working on the improvements related to the Project have Commercial General Liability Insurance ("**Occurrence Form**") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis.

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

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

(e) City shall purchase or maintain, from a company or companies lawfully authorized to do business in the State of Idaho, property insurance written on a builders risk "all-risk" or equivalent policy form in an amount not less than the initial contract

amount between City and its general contractor or, if City does not engage a general contractor, the aggregate amount of the contracts between City and its contractors for the construction of the Project, for the work necessary to construct the Project. Such property insurance shall be maintained until final payment to the Contractor has been made for the work necessary to construct the Project. This insurance shall insure interests of City, Agency, the general contractor, subcontractors and sub-subcontractors. The Project shall be included as "insured property" under the builder's risk policy. Agency shall be named as an additional insured under the builder's risk policy. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, but not necessarily be limited to insurance against the perils of fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for any architectural or engineering expenses required as a result of such insured loss. If the property insurance requires deductibles, City shall pay costs of such deductibles.

(f) Insurance against loss or damage to the Project by fire, lightning, vandalism and malicious mischief, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Idaho, to such extent as is necessary to provide for not less than full recovery whenever a loss from perils insured does not exceed 80% of the full insurable value.

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

(h) Certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) shall be supplied to Agency evidencing that the insurance required above is in force, that not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. City shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, City shall provide a certified copy of each insurance policy required under this Agreement.

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

(j) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. City's General and Automobile Liability Insurance policies shall contain a Cross-

Liability or Severability of Interest clause. The fact that City has obtained the insurance required in this Section shall in no manner lessen or affect City's other obligations or liabilities set forth in the Agreement.

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

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

IX. Use of the Project. The Project shall at all times remain open to and used by the public up to and including December 31, 2021. The City agrees to a deed restriction to be placed on the property upon which the Project will be constructed evidencing such use restriction.

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

(a) The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.

(b) The nondefaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.

(c) In the event the City defaults under this Agreement, the Agency (the non-defaulting Party) shall have the right to seek reimbursement of any funds provided to the City pursuant to this Agreement, plus any additional amount due by the Agency to its lenders due to a determination of taxability caused by the City's violation of the covenants contained herein to maintain the tax-exempt use of the Project.

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

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

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

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

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

XVI. Notice and Receipt.

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

If to City: Bill Greenwood, Parks and Recreation Director
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

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

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

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

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

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

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

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

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

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

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

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

DATED this ____ day of _____, 2016.

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

By _____
Tony Berns
Its Executive Director

DATED this 20th day of December, 2016.

CITY OF COEUR D'ALENE, IDAHO

By _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of December, 2016, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2016, before me, a Notary Public, personally appeared **Tony Berns**, known to me to be the Executive Director, of **ignite CDA**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

EXHIBIT A



PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: TAMI STROUD, PLANNER
DATE: DECEMBER 20, 2016
SUBJECT: A-5-16 – ZONING PRIOR TO ANNEXATION OF A 2.78 ACRE PARCEL FROM COUNTY AGRICULTURAL TO R-3.
LOCATION: +/- 2.78 ACRE PARCEL LOCATED ON THE SOUTH SIDE OF PRAIRIE AVENUE AND WEST OF RAMSEY ROAD.

APPLICANT:

Lake City Engineering, Inc.
3909 N. Schreiber Way, Suite #4
Coeur d'Alene, ID 83814

OWNER:

Michael Kobold.
1820 W. Prairie Avenue
Coeur d'Alene, ID 83815

DECISION POINT:

Lake City Engineering, Inc. is requesting approval of a proposed +/- 2.78 acre annexation from County Agricultural to city R-3 zoning district (Residential at 3 units/acre).

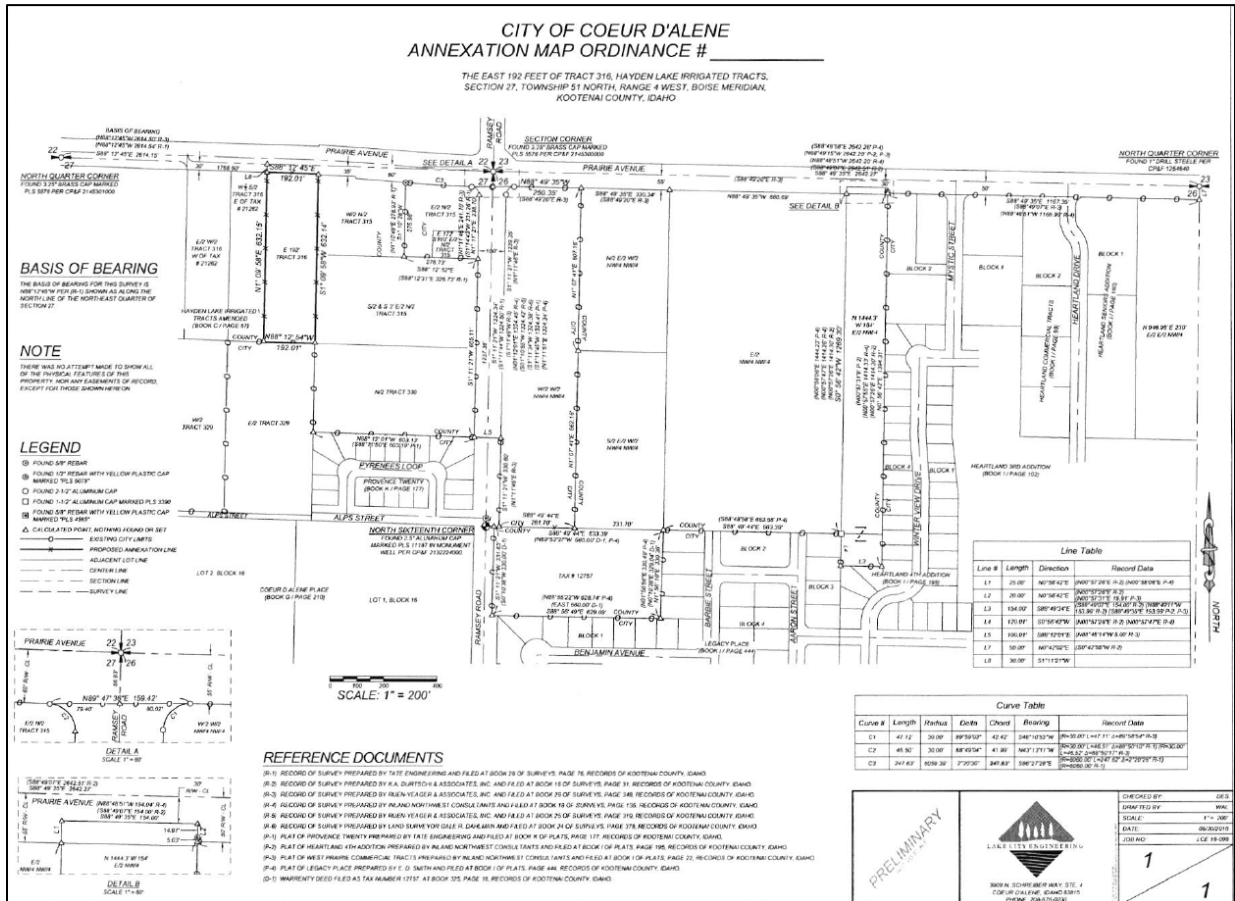
AREA MAP:



GENERAL INFORMATION:

Lake City Engineering, Inc. is proposing to annex a +/- 2.78 acre parcel as shown in the annexation map below.

ANNEXATION MAP:



17.05.090: GENERALLY: Residential R-3

This district is intended as a residential area that permits single family detached housing at a density of 3 dwelling units per gross acre.

This district is intended for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.

R-3 Zoning District:

Principal permitted uses in an R-3 district shall be as follows:

- single family housing
- home occupations as defined in Sec. 17.06.705
- essential services (underground)
- civic administrative offices
- neighborhood recreation
- public recreation

Permitted uses by special use permit in an R-3 district shall be as follows:

- community assembly
- community education
- community organization
- convenience sales
- essential service (above ground)
- noncommercial kennel
- religious assembly
- bed & breakfast facility
- per. 17.08.500
- commercial film production

Accessory Uses:

- carport, garage and storage structures (attached or detached)
- private recreation facility (enclosed or unenclosed)
- outside storage when incidental to the principal use.
- temporary construction yard.
- 5 .temporary real estate office.
- accessory dwelling unit

REQUIRED FINDINGS FOR ANNEXATION:

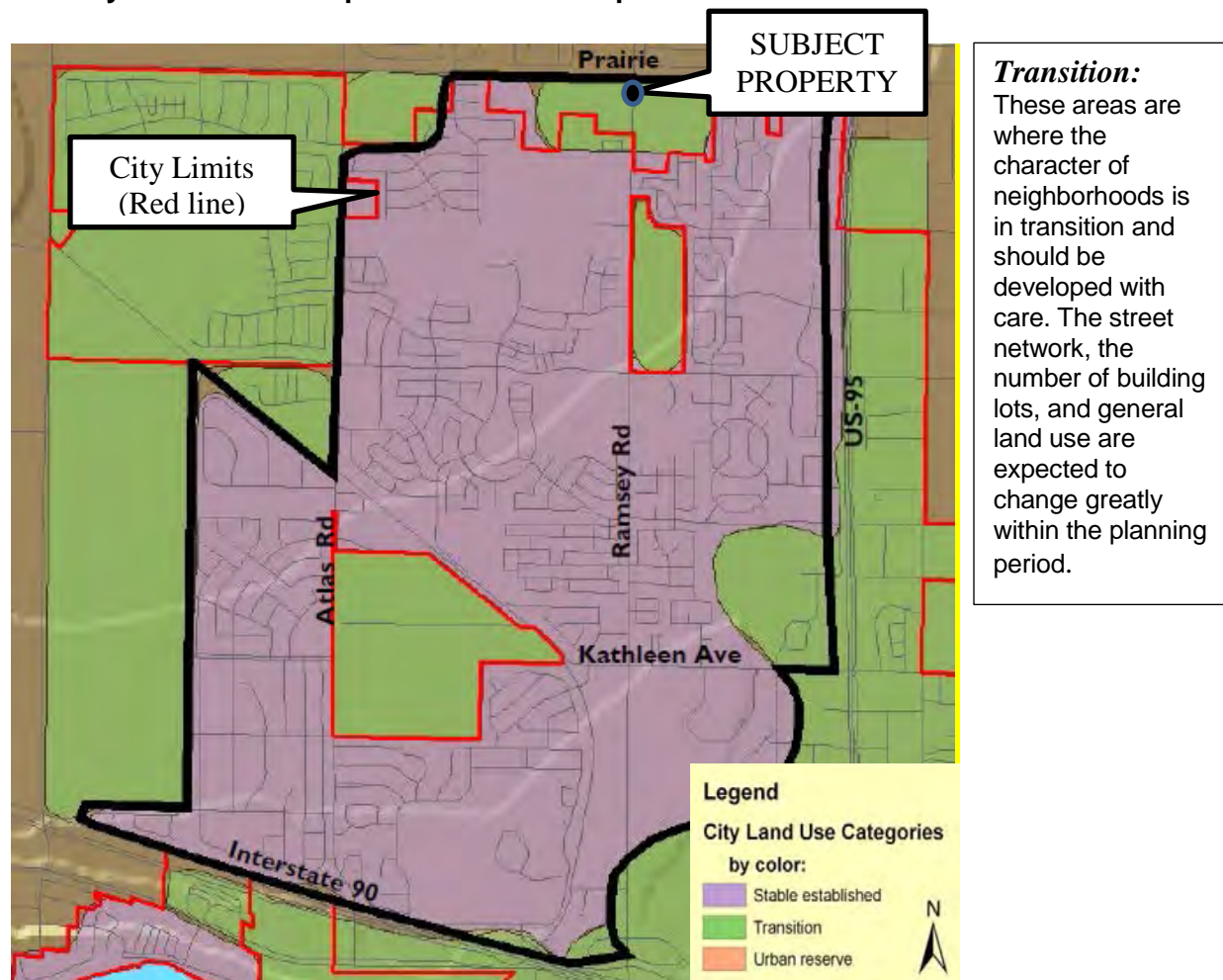
Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:

- The subject property is contiguous with existing city limits
- The City Comprehensive Plan Map designates this area as: *Ramsey-Woodland-Transition*:

See Comprehensive Plan Map on next page.

Ramsey-Woodland Comprehensive Plan Map:



Ramsey - Woodland Tomorrow

Characteristics of the neighborhoods have, for the most part, been established and should be maintained. Development in this area will continue to grow in a stable manner. Lower density zoning districts will intermingle with the existing Coeur d'Alene Place Planned Unit Development (PUD) providing a variety of housing types. The northern boundary is the edge of the community, offering opportunities for infill.

The characteristics of Ramsey – Woodland neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Pedestrian and bicycle trails.
- Parks just a 5-minute walk away.
- Neighborhood service nodes where appropriate.
- Multi-family and single-family housing units.

Significant Policies:

- Objective 1.05 -Vistas:
Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.
- Objective 1.06 -Vistas:
Enforce minimal tree removal, substantial tree replacement, and suppress topping trees for new and existing development.
- Objective 1.11 –Community Design:
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
- Objective 1.12 - Community Design:
Support the enhancement of existing urbanized areas and discourage sprawl.
- Objective 1.13 –Open Space:
Encourage all participants to make open space a priority with every development and annexation.
- Objective 1.14 -Efficiency:
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- Objective 1.16 –Connectivity
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks and trail systems.
- Objective 2.05 –Pedestrian & Bicycle Environment:
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
- Objective 3.02 –Managed Growth:
Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.
- Objective 3.04 -Neighborhoods:
Encourage the formation of active neighborhood associations and advocate their participation in the public process.
- Objective 3.05 - Neighborhoods:
Protect and preserve existing neighborhoods from incompatible land uses and developments.

- Objective 3.07 –Neighborhoods:
Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.
- Objective 3.08 -Housing:
Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.
- Objective 3.16 - Capital Improvements:
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- Objective 4.01 - City Services:
Make decisions based on the needs and desires of the citizenry.
- Objective 4.02 - City Services:
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).
- Objective 4.06 - Public Participation:
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision- making process.

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

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

STORMWATER:

Stormwater will be addressed as the area proposed for annexation develops. It is anticipated that the residential development will typically utilize curb adjacent swales to manage the site runoff.

TRAFFIC:

The requested 2.78 acre residential zone may generate A.M. peak hour volumes of 7 trips and 7 trips during the P.M. peak hour volumes. All traffic generated will be utilizing Prairie Avenue for ingress / egress. The point of access to the development is under the jurisdiction of the Lakes Highway District.

Evaluation:

Due to the fact that the point of access to the development is under the jurisdiction of a political jurisdiction other than the City, permission in writing is required, and, any traffic related impacts that are placed on the developer by the associated jurisdiction should be made a component of any annexation agreement for the subject property.

STREETS:

The area proposed for annexation is bordered by a major arterial roadway, Prairie Avenue (E/W), which is under the jurisdiction of the Lakes Highway District. The point of access to the area to be developed is under the portion that is controlled by the Lakes Highway District.

Evaluation:

The roadway is a fully developed five (5) lane configuration that has multiple signalized intersections. A developed five (5) lane road section can carry upwards of 36,000 vehicles (Level C) per day before the level of service begins to deteriorate. Any alterations or restrictions to the roadway are under the jurisdiction of the Lakes Highway District and beyond City control.

-Submitted by Shane Roberts, Public Works Inspector

WATER:

The property for proposed annexation lies within the Hayden Lake Irrigation District service boundary. A "Will Serve" letter is required.

-Submitted by Terry Pickel, Water Superintendent

WASTEWATER:

Public sewer is not readily available to this property. In compliance to the 2013 Sewer Master Plan Figure A13, this property is required to connect to the nearest public sanitary sewer located in Ramsey Road approximately 850 feet east of the Subject Property's easterly property line. Any deviation from the Sewer Master Plan will require the Applicant to demonstrate their project's impacts to the public sewer system.

-Submitted by Mike Becker, Utility Project Manager

PARK AND RECREATION:

The City of Coeur d'Alene's draft 2016 Trails and Bikeways Master Plan, anticipated adoption in January of 2017, calls for a 10 foot multi-use path along Prairie Avenue in this area. The applicant/owner will be required to construct a 10 foot multi-use pathway within the Lakes Highway District right-of-way, or the subdivision boundary along Prairie Avenue, or a combination of the two. The developer needs to contact the Lakes Highway District to get permission to remove the sidewalk to put the trail in and connect to the existing sidewalks to the east and west of the subject property.

-Submitted by Monte McCully, Trails Coordinator

FIRE:

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

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

-Submitted by Bobby Gonder, Fire Inspector

LEGAL:

The terms of the annexation agreement are voluntarily negotiated between the city and applicant to meet the parties' needs. The city of Coeur d'Alene promotes every opportunity to create ped/bike trails that will allow connections for citizens. This is consistent with the desires of citizens as stated in the CDA 2030 Visioning Plan as well as the Comprehensive Plan. While the ped/bike path may not be in the current masterplan, it is the right thing to do. The applicant can negotiate the terms for the path, wait to submit their application after the plan is amended, or develop their property in the county.

-Submitted by Mike Gridley, City Attorney

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

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

PHYSICAL CHARACTERISTICS:

The subject property has a general slope of the land towards the south. The property is covered by deciduous and coniferous trees, native grasses and underbrush. There are no constraints for future development of the property. There is an existing single-family dwelling unit and an outbuilding currently on the property; however the majority of the property is vacant.

See photos of the subject property on the next page.

PHOTOS OF SUBJECT PROPERTY:

View of the subject property looking south on Prairie Avenue



View of the subject property looking southwest along Prairie Avenue



View of the subject property looking southwest along Prairie Avenue



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

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

TRAFFIC:

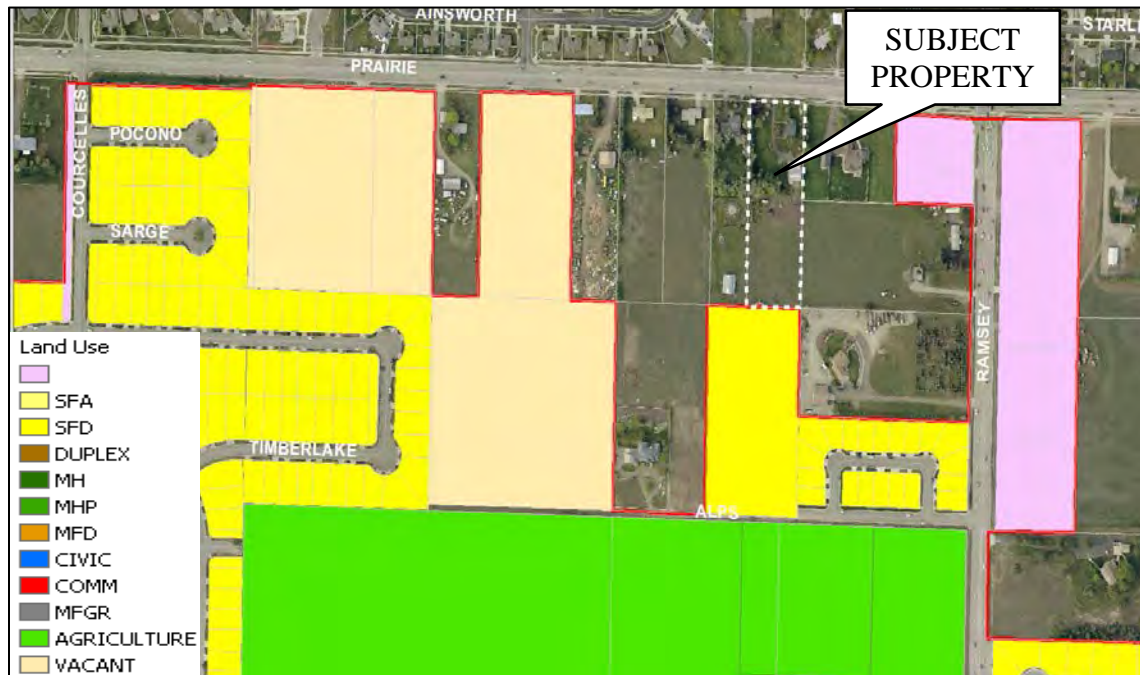
The requested 2.78 acre residential zone may generate A.M. peak hour volumes of 7 trips and 7 trips during P.M. peak hour volumes. All traffic generated will be utilizing Prairie Avenue for ingress / egress. The point of access to the development is under the jurisdiction of the Lakes Highway District.

NEIGHBORHOOD CHARACTER:

The 2.78 acre parcel is located at the northern boundary of the city and on the south side of Prairie Avenue. The subject property adjoins a portion of city property to the south which includes single family uses. There are commercial uses to the east, as well as a residential development(s) to the south. There are also large parcels (in county), directly east and west of the property as well as vacant land nearby. There have been a number of recent annexations to the west of the subject property.

There is an existing single family residence and one outbuilding currently on the property; however the majority of the land is vacant. The property owner is requesting the R-3 zoning district to allow for a future residential development.

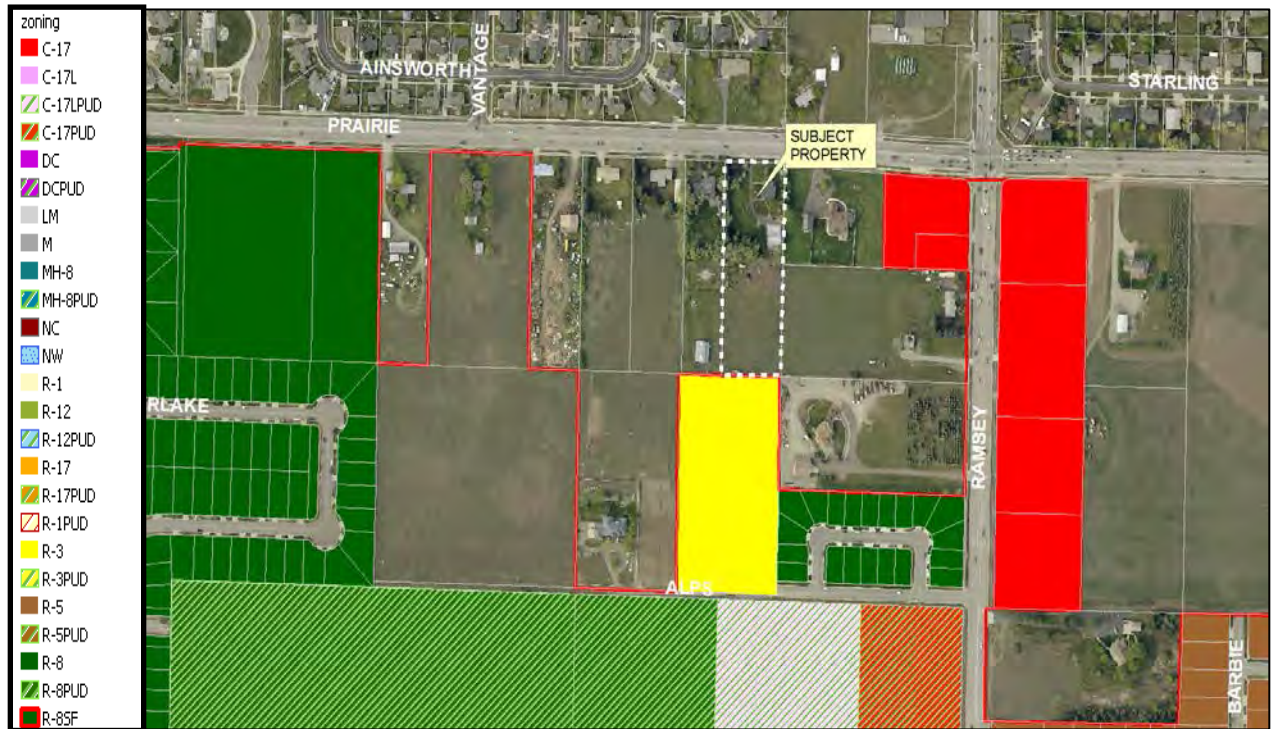
GENERALIZED LAND USE PATTERN:



The minimum lot size for the R-3 (Residential at 3 units/acre) zoning district requires 11,500 sq. ft. per dwelling unit. All buildable lots must have 75 feet of frontage on a public street, unless alternative is approved by the City through the normal subdivision procedure. (i.e., cul de sac and flag lots) or, unless the lot is a valid nonconforming lot.

See Existing Zoning Map on the next page.

EXISTING ZONING:



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

PROPOSED ITEMS FOR AN ANNEXATION AGREEMENT:

PARK AND RECREATION:

The City of Coeur d'Alene's draft 2016 Trails and Bikeways Master Plan, anticipated adoption in January of 2017, calls for a 10 foot multi-use path along Prairie Avenue in this area. The applicant/owner will be required to construct a 10 foot multi-use pathway within the Lakes Highway District right-of-way, or the subdivision boundary along Prairie Avenue, or a combination of the two and connect to the existing sidewalks to the east and west of the subject property. The developer needs to contact the Lakes Highway District to get permission to remove the sidewalk to put the trail in. The path installation and sidewalk removal would be tied to a future subdivision request.

WASTEWATER:

Public sewer is not readily available to this property. In compliance to the 2013 Sewer Master Plan Figure A13, this property is required to connect to the nearest public sanitary sewer located in Ramsey Road approximately 850 feet east of the Subject Property's easterly property line. Any deviation from the Sewer Master Plan will require the Applicant to demonstrate their project's impacts to the public sewer system.

Additional Information: The terms of the annexation agreement are voluntarily negotiated between the city and applicant to meet the parties' needs. The city of Coeur d'Alene promotes every opportunity to create ped/bike trails that will allow connections for citizens. This is consistent with the desires of citizens as stated in the CDA 2030 Visioning Plan as well as the Comprehensive Plan. While the ped/bike path may not be in the current masterplan, it is the right thing to do. The applicant can negotiate the terms for the path, wait to submit their application after the plan is amended, or develop their property in the county.

ORDINANCES & STANDARDS USED FOR EVALUATION:

2007 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2010 Coeur d'Alene Trails Master Plan

ACTION ALTERNATIVES:

City Council *must* consider this request and make separate findings to approve, deny or deny without prejudice.

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

September 30, 2016



ATTN: Mayor Steve Widmyer

RE: Annexation of approximately 2.78 acres - Prairie Avenue

Dear Honorable Mayor Widmyer and City Council Members:

The purpose of this letter is to formally request that the City of Coeur d'Alene consider the annexation of approximately 2.78 acres of property located south of Prairie Avenue and West of the intersection of Prairie Avenue and Ramsey Road. This property is currently on the northern boundary of the City Limits.

Michael Kobold has intentions of developing it as a residential property. Lake City Engineering, Inc. has been retained by the project proponent to help with these endeavors. We are requesting that the property be zoned R-3. Existing utilities and infrastructure are currently within proximity of the parcel and are readily available to serve any future development.

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

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

Best regards,

A handwritten signature in black ink, appearing to read "D. Dittman", with a stylized flourish at the end.

Drew C. Dittman, PE
Principal

cc: Michael Kobold

KOBOLD ANNEXATION

PROJECT NARRATIVE

Coeur d'Alene, Idaho

September 20, 2016



*3909 N. Schreiber Way, Suite 4
Coeur d'Alene, Idaho 83815
Phone/Fax: 208-676-0230*

INTRODUCTION

The project proponent, Michael H. Kobold, is requesting the annexation of approximately 2.78 acres of property into the City of Coeur d'Alene. The subject property is located South of Prairie Avenue and West of the intersection of Prairie Avenue and Ramsey Road. There is an existing single-family residence and outbuilding currently on the property; however, the majority of the land is vacant.

SUBJECT PARCEL

The property being requested for annexation is as follows:

Parcel No.: 0-3560-27-316-AA
Area: 2.783 acres
Address: 1820 W. Prairie Avenue
Coeur d'Alene, Idaho 83815



Figure 1: Vicinity Map

ZONING CLASSIFICATION

The property is currently zoned Agricultural in Kootenai County and is located at the northern boundary of the City of Coeur d'Alene City Limit. The surrounding property consists of residentially zoned parcels. The project proponent is requesting a zoning classification of R-3 to allow for a future residential development. As can be seen from Figure 2, the subject property is bordered by an R-3 Residential zone to the South and by Agriculture zones within the County to the West and East. The requested zoning classifications are in conformance with the goals of the Comprehensive Plan and are compatible with the surrounding land uses.

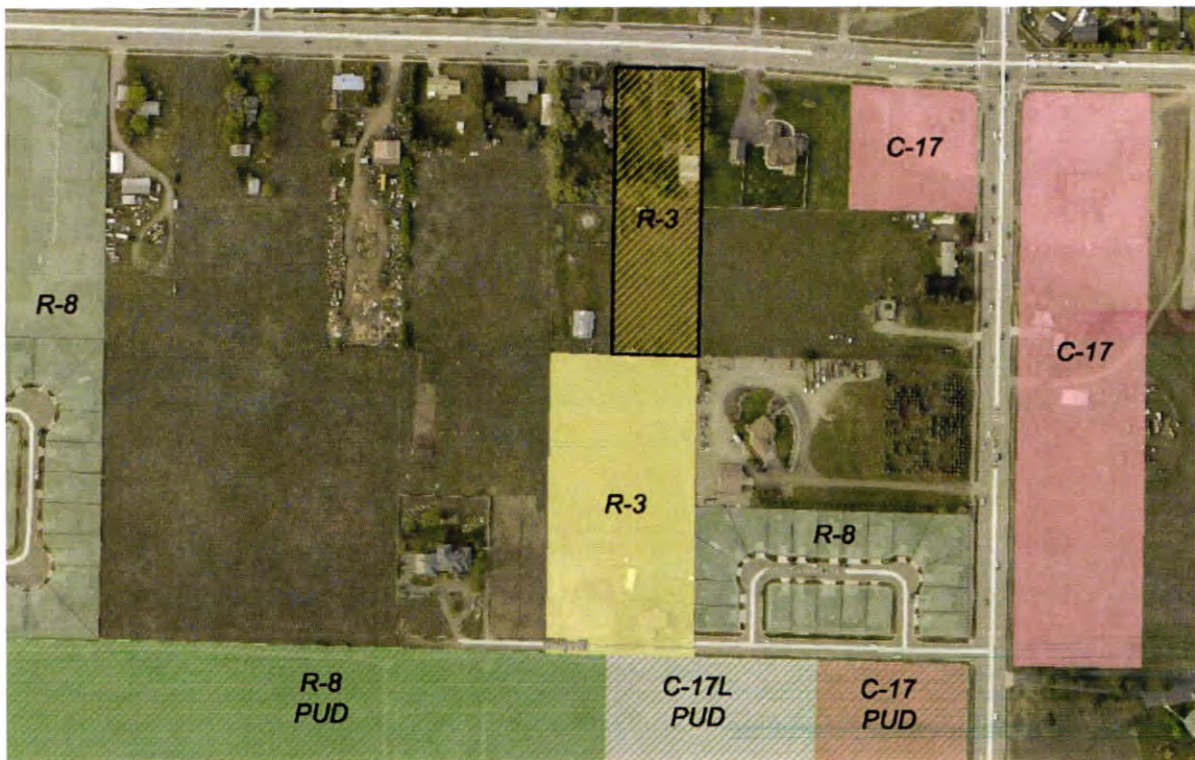


Figure 2: Proposed Zoning Map

COMPREHENSIVE PLAN ANALYSIS

The property lies in a *Transition* area along the northern boundary of the Ramsey-Woodland land use area per the City of Coeur d'Alene Comprehensive Plan. This area lies over the Spokane Valley-Rathdrum Prairie Aquifer. Neighborhood characteristics for this land use tend to be single-family and multi-family housing with an overall density of 3 – 4 units per acre with pockets of higher density housing. Connections to open space, parks, and pedestrian and bicycle trails should also be included. The proposed zoning would be consistent with the Comprehensive Plan.

The City of Coeur d'Alene Comprehensive Plan is the guiding document for all land use development decisions. It is important that land use decisions meet, or exceed, the goals,

PRE-DEVELOPMENT CONDITIONS

The subject property is currently occupied by one single-family residence and one outbuilding, however the majority of the property is vacant. The general slope of the land is towards the south. The property is covered by deciduous and coniferous trees, native grasses and underbrush. The existing single-family residence and outbuilding are located along the northern portion fronting Prairie Avenue. Access to the residence is off of Prairie Avenue.

The frontage improvements on Prairie Avenue are complete and include curb, gutter and drainage swales.

Figure 3 below shows the current site conditions.



Figure 3: Existing Site Conditions

PRE-DEVELOPMENT CONDITIONS

The subject property is currently occupied by one single-family residence and one outbuilding, however the majority of the property is vacant. The general slope of the land is towards the south. The property is covered by deciduous and coniferous trees, native grasses and underbrush. The existing single-family residence and outbuilding are located along the northern portion fronting Prairie Avenue. Access to the residence is off of Prairie Avenue.

The frontage improvements on Prairie Avenue are complete and include curb, gutter and drainage swales.

Figure 3 below shows the current site conditions.



Figure 3: Existing Site Conditions

2. Applicant: Michael Kobold
 Location: 1820 W. Prairie Avenue
 Request: A proposed 2.78 ac. annexation from County Agricultural to
 City R-3 (Residential at 3 units/acre) zoning district.
 LEGISLATIVE (A-5-16)

Ms. Stroud presented the staff report. There were no questions for staff.

Public testimony open.

Drew Dittman, applicant representative, stated that this is a 3 acre parcel and the applicant is requesting an R-3 zone. He commented that the applicant is aware of the connection issues and will further discuss the different options with the Wastewater Department, if approved.

Commissioner Fleming commented that she hopes the existing home remains on the property and feels that we are losing these lovely older homes within the city.

Mr. Dittman stated that the applicant intends to leave the existing house on the property.

Public testimony closed.

Motion by Rumpler, seconded by Fleming, to approve Item A-5-16. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER

A. INTRODUCTION

This matter having come before the Planning Commission on November 8, 2016, and there being present a person requesting approval of ITEM A-5-16, a request for zoning prior to annexation from County Agricultural to City R-3 (Residential at 3 units/acre) zoning district.

APPLICANT: LAKE CITY ENGINEERING, INC.

LOCATION: +/- 2.78 ACRE PARCEL LOCATED ON THE SOUTH SIDE OF PRAIRIE AVENUE
AND WEST OF RAMSEY ROAD.

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

- B1. That the existing land uses are residential, single-family, large parcels (in county), civic, and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is County Agricultural.
- B4. That the notice of public hearing was published on October 22, 2016, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on November 8, 2016.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - Objective 1.11 –Community Design:
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
 - Objective 1.14 -Efficiency:
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

- Objective 1.13 –Open Space:
Encourage all participants to make open space a priority with every development and annexation.
- Objective 3.02 –Managed Growth:
Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.
- Objective 3.04 -Neighborhoods:
Encourage the formation of active neighborhood associations and advocate their participation in the public process.
- Objective 3.08 -Housing:
Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report.

B10. That the physical characteristics of the site do make it suitable for the request at this time.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses based on the information in the staff report.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of LAKE CITY ENGINEERING, for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

PARK AND RECREATION:

The City of Coeur d'Alene's draft '2016 Trails and Bikeways Master Plan, anticipated adoption in November 2016, calls for a 10 foot multi-use path along Prairie Avenue in this area. The applicant/owner will be required to construct a 10 foot multi-use pathway within the Lakes Highway District right-of-way, or the subdivision boundary along Prairie Avenue, or a combination of the two and connect to the existing sidewalks to the east and west of the subject property.

The developer needs to contact the Lakes Highway District to get permission to remove the sidewalk to put the trail in.

WASTEWATER:

Public sewer is not readily available to this property. In compliance to the 2013 Sewer Master Plan Figure A13, this property is required to connect to the nearest public sanitary sewer located in Ramsey Road approximately 850 feet east of the Subject Property's easterly property line. Any deviation from the Sewer Master Plan will require the Applicant to demonstrate their project's impacts to the public sewer system

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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Messina	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Commissioner Ingalls was absent.

Motion to approve carried by a 5 to 0 vote.


CHAIRMAN BRAD JORDAN

City Council Meeting



December 20, 2016

A-5-16: +/- 2.78 ACRE ANNEXATION

APPLICANT:

Lake City Engineering, Inc.

SUBJECT:

Request for annexation for +/- 2.78 acres from County AG to city R-3 (Residential at 3 units/acre)

LOCATION:

Located on the south side of Prairie Avenue and west of Ramsey Road.



A-5-16: +/- 2.78 ACRE ANNEXATION

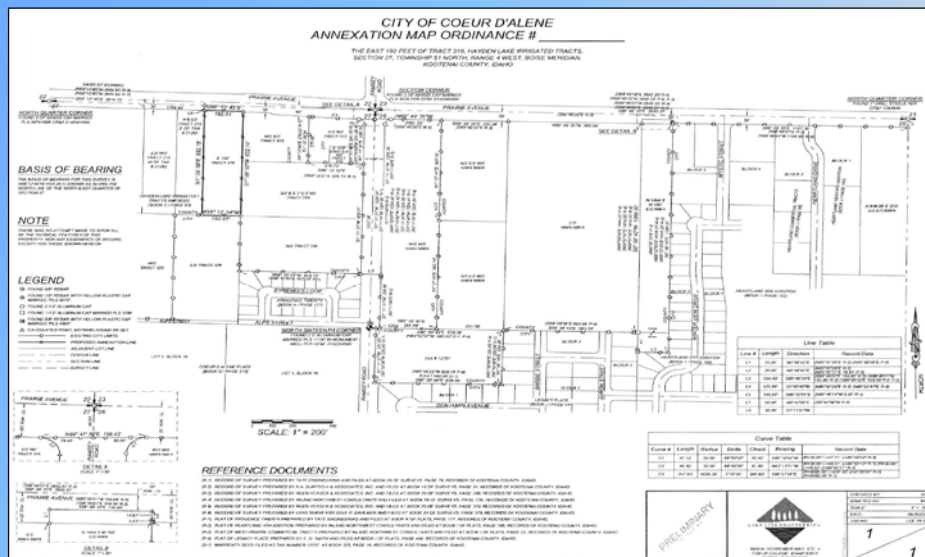
DECISION POINT:

Lake City Engineering, Inc. is requesting approval of a proposed +/- 2.78 acre annexation from County Agricultural to city R-3 zoning district (Residential at 3 units/acre).

AERIAL PHOTO:



ANNEXATION MAP



A-5-16: +/- 2.78 ACRE ANNEXATION

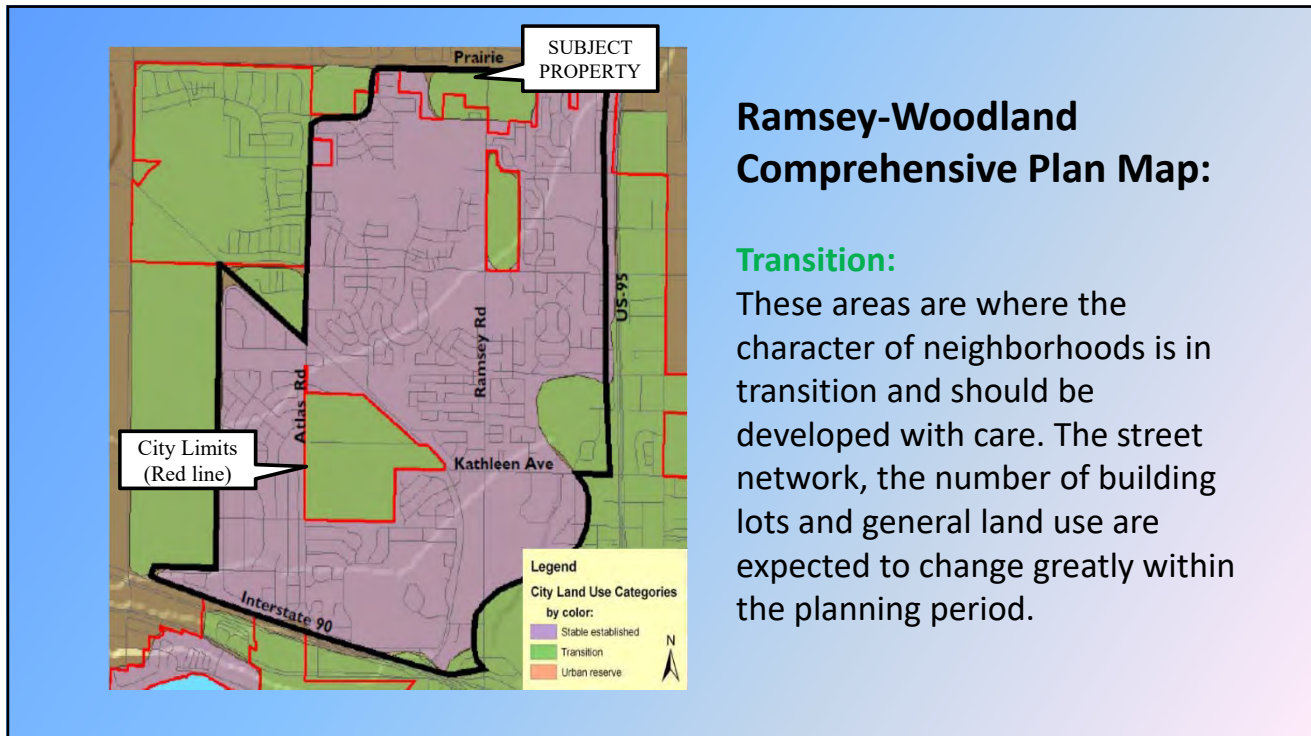
Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:

The subject property is contiguous with existing city limits

The City Comprehensive Plan Map designates this area as:

Ramsey-Woodland - Transition



Ramsey - Woodland Today:

The development pattern in this area is mixed with established subdivisions, such as Coeur d'Alene Place, that are continuing to expand to the north. Passive and active parks have also been provided for the residents of these housing developments. Industrial uses are prominent to the west of Atlas Road with a mix of residential zoning on the south side of Hanley Avenue.

Neighborhood service nodes can be found throughout the Ramsey-Woodland area.



Ramsey - Woodland Tomorrow:

Characteristics of the neighborhoods have, for the most part, been established and should be maintained. Development in this area will continue to grow in a stable manner. Lower density zoning districts will intermingle with the existing Coeur d'Alene Place Planned Unit Development (PUD) providing a variety of housing types. The northern boundary is the edge of the community, offering opportunities for infill.

A-5-16: +/- 2.78 ACRE ANNEXATION

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

See pages 6-8 of the staff report for specific department comments regarding stormwater, streets, water, wastewater, parks and recreation fire and legal.

A-5-16: +/- 2.78 ACRE ANNEXATION

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

View of the subject property looking south along Prairie Ave.



View of the subject property looking southeast along Prairie Ave.



A-5-16: +/- 2.78 ACRE ANNEXATION

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

See page 10 of the staff report for specific department comments regarding traffic and neighborhood character.

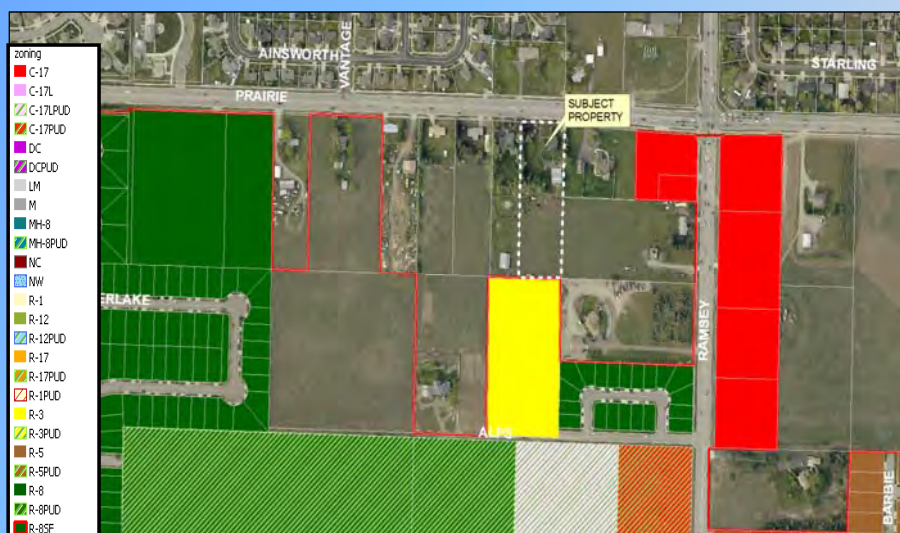


A-5-16: +/- 2.78 ACRE ANNEXATION

GENERALIZED LAND USE PATTERN:



A-5-16: +/- 2.78 ACRE ANNEXATION



A-5-16: +/- 2.78 ACRE ANNEXATION

17.05.090: GENERALLY: Residential R-3

This district is intended as a residential area that permits single family detached housing at a density of 3 dwelling units per gross acre.

This district is intended for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.



A-5-16: +/- 2.78 ACRE ANNEXATION

PROPOSED ITEMS FOR AN ANNEXATION AGREEMENT:

- **WASTEWATER:**

Any deviation from the Sewer Master Plan will require the Applicant to demonstrate their project's impacts to the public sewer system.

- **PARK AND RECREATION:**

The applicant/owner will be required to construct a 10 foot multi-use pathway within the Lakes Highway District right-of-way, or the subdivision boundary along Prairie Avenue, or a combination of the two and connect to the existing sidewalks to the east and west of the subject property.

A-5-16: +/- 2.78 ACRE ANNEXATION

ACTION ALTERNATIVES:

The City Council must consider this request and make appropriate findings:

- ☐ To approve
- ☐ Deny
- ☐ Deny without prejudice



CITY COUNCIL MEETING



**LAKE APARTMENTS
(DR-4-16)
DECEMBER 20, 2016
CITY COUNCIL PACKET**

COUNCIL CONSIDERATIONS

LAKE APARTMENTS APPEAL HEARING (DR-4-16)

821 N Mullan Avenue

- The purpose of the meeting is to hear a quasi-judicial appeal of “The Lake Apartments” project Design Review Commission determination. There should be no ex parte communication with the applicant or the appellant.
 - **An EX PARTE CONTACT is a communication received outside of the hearings process about the proposal. It could be a verbal, written or visual communication.**
 - **The person having the ex parte contact must disclose on the record at the beginning of the hearing the nature of the contact and the substance of the communication including the facts they received.**
- This is an appeal hearing, which means no new evidence can be introduced into the record and no new testimony can be taken. Only the applicant, staff, appellants and City Council acting as the appeals body may participate in the appeals hearing. They may make arguments based on the facts in the record and may refer only to facts in the record. If additional information is provided by the applicant or appellants, it should to be disregarded. There will be a 10 minute maximum time limit for the applicant/appellants presentation to the City Council. No public testimony will be taken.
- The only argument to be heard should be in reference to the decision of the Design Review Commission regarding the “Building Bulk and Spacing” design standard.
- Objections to other matters, such as height, intensity, parking or traffic impacts, are not proper subjects for this appeal and should not be part of the discussion on the appeal.

17.09.335: APPEALS OF A DECISION OF THE DESIGN REVIEW COMMISSION:

- A. Appellate Body: Final decisions of the design review commission may be appealed to the city council if an appeal is requested within ten (10) days after the notice of decision has been issued. The appeal shall be in the form of a letter written to the mayor and city council and shall be filed with the planning director or his or her designee. The appeal shall be accompanied by the appeal fee established by resolution of the city council and state the file number of the item. Upon receipt of an appeal, the planning director shall notify the city clerk to set an appeal hearing before the city council.
- B. Appeal Of The Record: The city council's review of the decision of the design review commission shall be based on the record developed by the commission. No new evidence or materials shall be allowed by any party in the appeals proceedings. The appeal hearing is not a de novo hearing.
- C. Limited To Parties Of Record: Only the applicant, staff, appellants and their representatives, and the appeals body may participate in the appeals hearing. Although the hearing is open to the public, no general public testimony will be taken. Any participant in the appeal may provide argument, based on the established record, concerning the decision of the design review commission.
- D. Burden Of Proof: The appellant must establish by a preponderance of evidence that an error was made in the decision or that design standards were ignored or incorrectly applied. Merely objecting to the development, its height, intensity, parking or traffic impacts are not grounds for appeal because they are not design review criteria. Basic zoning standards and allowances embodied within the code shall be presumed to be correct because they were adopted through prior legislative action and are not subject to the appeal.
- E. City Council Action: The city council may affirm or overrule the design review commission decision or refer the project back to the commission for further action or clarification. The city council also may defer action upon the consent of the applicant. The city council shall issue a decision affirming or overruling the commission within fifteen (15) days of the hearing. If the project has been referred back to the commission, the commission shall hold a public meeting to consider the referral and shall render a report to the city council within forty (40) days of such referral. The city council shall then reconvene the appeal hearing to consider the report and render a decision as prescribed in this section. (Ord. 3328 §17, 2008; Ord. 3098 §5, 2003)

TABLE OF CONTENTS

LAKE APARTMENTS (DR-4-16)

821 N Mullan Avenue

EXHIBIT 1

APPEAL TO CITY COUNCIL – NOVEMBER 4, 2016

Staff Memo

Staff Presentation

Appellant Presentation

Applicant Presentation

EXHIBIT 2

1ST DESIGN REVIEW MEETING – JUNE 23, 2016

Application

Staff Report

Applicant Narrative

Staff Presentation

Minutes

EXHIBIT 3

2nd DESIGN REVIEW MEETING – JULY 28, 2016

Staff Report

Applicant Narrative

Staff Presentation

Minutes

EXHIBIT 4

3rd DESIGN REVIEW MEETING – SEPTEMBER 22, 2016

Staff Report

Applicant Narrative

Staff Presentation

Applicant Presentation

Minutes

Record of Decision

APPEAL
CITY COUNCIL
DECEMBER 20, 2016
(DR-4-16) LAKE APARTMENTS
821 E. MULLAN AVENUE

MEMORANDUM

DATE: DECEMBER 20, 2016
TO: CITY COUNCIL
FROM: HILARY ANDERSON, PLANNING DIRECTOR
RE: **DR-4-16 “THE LAKE APARTMENTS”**
Appeal of the Design Review Commission’s decision to approve the design for a proposed 43-unit apartment building in the Downtown Overlay – Eastside Zoning District (DO-E) at 821 E. Mullan Avenue.

Decision Point:

Rita Snyder on behalf of the East Mullan Historic Neighborhood Association has filed an appeal of the Design Review Commission’s (DRC) decision to approve the design for a proposed 43-unit apartment building. More specifically, this appeal seeks to overturn the DRC decision regarding the “Building Bulk and Spacing” standard in the Downtown Overlay – Eastside (DO-E) guidelines which was approved by the DRC through a request for a Design Departure.

There are two issues raised by the appeal that the City Council must consider: 1) Whether the Design Review Commission made an error in its decision; or 2) Whether the design standards were ignored or incorrectly applied pertaining solely to the “Building Bulk and Spacing” guideline. M.C. § 17.09.335(D).

Council Considerations:

- The purpose of the meeting is to hear a quasi-judicial appeal of “The Lake Apartments” project Design Review Commission determination. There should be no ex parte communication with the applicant or the appellant.
- This is an appeal hearing, which means no new evidence can be introduced into the record and no new testimony can be taken. Only the applicant, staff, appellants and City Council acting as the appeals body may participate in the appeals hearing. They may make arguments based on the facts in the record and may refer only to facts in the record. If additional information is provided by the applicant or appellants, it should to be disregarded.
- The only argument to be heard should be in reference to the decision of the Design Review Commission regarding the “Building Bulk and Spacing” design standard.
- Objections to other matters, such as height, intensity, parking or traffic impacts, are not proper subjects for this appeal and should not be part of the discussion on the appeal.

History:

On May 18, 2016, CDA Partners Mullan submitted an application requesting Design Review Commission’s (DRC) approval of a proposed 52-unit apartment project at 821 E. Mullan Avenue, which is located within the Infill Zoning District known as the Downtown Overlay – Eastside District (DO-E).

Following the design review procedures outlined in the Zoning Code, the DRC held three public meetings to review and discuss the project as outlined below:

- June 23, 2016 - 1st Design Review Meeting
- July 28, 2016 - 2nd Design Review Meeting
- September 22, 2016 - 3^d Design Review Meeting

Per the Design Standards and Guidelines, the developer and his representatives provided the required information to prove to the DRC that the project complied with the adopted design standards and guidelines, which serve as the basis for the design review. In addition, the code also allowed for some flexibility in the guidelines provided that the basic intent of the guideline is met. With that said, the applicant requested a departure for the guideline pertaining to “Building Bulk and Spacing” which are design standards applicable to the DO-E zoning district. Those standards state that the “maximum horizontal dimension of a building facing a street should be no more than 100 feet.” Also, a “minimum 15 foot separation should be maintained between buildings that face the street.”

The Applicant has designed the proposed structure to include “Building Connectors” at the second floor level between the three major buildings. The areas are designed to provide an internal pedestrian and accessible path between the buildings’ common areas, and the individual units.

At the second DRC meeting, a motion was made by Ingalls and second by Gore: to move the item to the 3rd meeting with the DRC with the following guidance,

“The Commission is providing guidance to the applicant with a strong preference for no flat roofs and significant addressal of the connectors and other details, including but not limited to exterior lighting, trash enclosures/screening, screening of the alley, reducing the massing, incorporating the base-middle-top, breaking up the roof planes and incorporating some steeper pitches and gables, making the building look more like row houses, and reducing the building height on the east end to 2 stories.”

In response to the feedback from the Design Review Commission and comments made by the public during the three required meetings, the applicant modified the proposed connectors to be more in line with the guidance provided by the DRC, and meet the intent of the “Building Bulk and Spacing” guideline.

The Applicant has stated the three buildings meet the 100’ length guideline for “Bulk and Spacing”, and still provide building separation by 29.5’ at the west wing and 42.5’ at the east wing. Based upon the feedback from the Commission, the Developer reduced the depth and height of the connectors by 4’, and added a sloped roof with a 4:12 pitch. The connectors will include the mechanical equipment and be screened from public view. They have also increased the amount of glazing (i.e., windows) on the connectors. The connectors have been set back from the street and are placed at the rear side of the structure near the parking lot. The intent is to break up the building bulk and mass. The public will be able to see under and over the connectors and are designed primarily with glass, to also see through the connectors. The DRC approved the project with the modified design at the 3rd meeting on September 22, 2016.

Applicant's Modification Summary

7/28/16 DRC Meeting	Current Plan
1. East building 3 stories	East building 2 stories as suggested by DRC
2. Building corners flat roofs and commercial look	Pitched roofs with residential look
3. Corner of 8 th and Mullan sidewalk and landscaping	Public use easement with textured paving, tables, and chairs
4. Connectors with shed roof, higher profile	Narrower connectors with pitched roof and 4' lower profile
5. 49 Units	43 Units
6. 4 parking space reduction request with bike lockers	2 extra spaces provided from required amount AND keeping bike lockers
7. Base/middle/top distinction missing	Distinction provided with siding/roof transitions, windows, balconies
8. Flat roof departure requested	No flat roof departure requested
9. No alleyway traffic calming measures	Textured paving added at both ends of alley

Old Connector
Taller



New Connector
Shorter lower profile



Full Elevations North and South Showing Proposed Connectors:



Elevation Showing Redesigned Connector



Design Guidelines related to Building Bulk and Spacing in the DO-E

DESIGN GUIDELINES—DO-E only



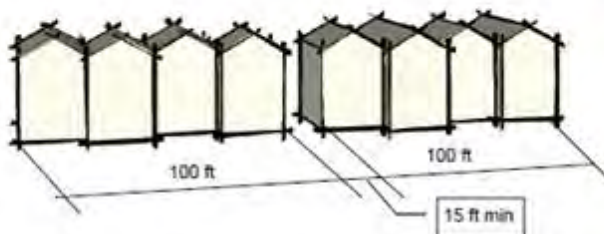
BUILDING BULK AND SPACING

Intent:

To retain the scale of buildings in the neighborhood.

Standards:

1. The maximum horizontal dimension of a building facing a street should be no more than 100 feet.
2. A minimum 15 foot separation should be maintained between buildings that face the street.



Criteria to Approve a Design Departure:

Evaluation:

Section 17.07.940 of the Design Guidelines state that the guidelines allow for some flexibility in application, providing that the intent of the Code is met. The Applicant requested the above-noted Design Departure. In order for the DRC to approve a design departure, they must find that:

1. The requested departure meets the intent statements relating to applicable development standards and design guidelines.
2. The departure will not have a detrimental effect on nearby properties or the City as a whole.
3. The project's building(s) exhibits a high degree of craftsmanship, building detail, architectural design, or quality of materials that are not typically found in standard construction. In order to meet this standard, an applicant must demonstrate to the Planning Director that the project's design offers a significant improvement over what otherwise could have been built under minimum standards and guidelines.
4. The proposed departure is part of an overall, thoughtful and comprehensive approach to the design of the project as a whole.

5. The project must be consistent with the Comprehensive Plan and any applicable plan. (Ord. 3328 §8, 2008; Ord. 3192 §10, 2004).

Assessment:

During the third and Final meeting, the Design Review Commission found that the intent of the guideline for “Building Bulk and Spacing” was met by the addition of the proposed connectors and approved the design of the project making the appropriate findings.

PERFORMANCE ANALYSIS:

The Design Guidelines must be met. However, the code also allows for some flexibility in the guideline provided that the basic intent of the guideline is met. Therefore it is appropriate for the applicant to request a Design Departure with regard to the “Bulk and Spacing” guideline.

DECISION POINT RECOMMENDATION:

City Council is asked to make the determination whether the Design Review Commission made an error in its decision, or whether the design standards were ignored or incorrectly applied pertaining to the “Building Bulk and Spacing” guideline. In this context, an “error” is a mistake regarding a fact which is material to the decision.

The City Council may take one of the following actions:

- Affirm the decision of the Design Review Commission;
- Overrule the decision of the Design Review Commission, if they can find that the commission made an error in the decision, or if the design standards were ignored or incorrectly applied pertaining to the “Building Bulk and Spacing” guideline;
- Refer the project back to the DRC for further action or clarification; or,
- Defer action upon consent of the applicant.

Timeframe:

- The City Council shall issue its decision within fifteen days of the hearing.
- If the project is referred back to the DRC, the DRC shall hold a public meeting and render a report to the City Council within forty days of the referral. The Council will then reconvene the appeal hearing to consider the report and render a decision.



City of
Coeur d'Alene
IDAHO

The Lake Apartments Appeal Hearing (DR-4-16)

**City Council Meeting
December 20, 2016**



Project Location:

821 E. Mullan Ave. (Shady Pines)

Project Applicant:

CDA Partners Mullan

Appellant:

Rita Snyder

on behalf of East Mullan

Historic Neighborhood Association



Downtown Overlay- Eastside (DO-E) Purpose

17.07.900: Purpose:

The purpose of these regulations is to establish infill overlay districts and to prescribe procedures whereby the development of lands within these infill overlay districts can occur in a manner that will encourage infill development while protecting the surrounding neighborhoods. It is the intent of these development standards to encourage a sensitive form of development and to allow for a reasonable use that complements the visual character and the nature of the city.



Three Required DRC Meetings Were Held On:

- *June 23, 2016 - 1st Design Review Meeting*
- *July 28, 2016 - 2nd Design Review Meeting*
- *September 22, 2016 - 3rd Design Review Meeting*

Motion made by the DRC providing feedback during the July 28, 2016 meeting:

Motion by Ingalls, second by Gore: to move the item to the 3rd meeting with the DRC.

“The Commission is providing guidance to the applicant with a strong preference for no flat roofs and significant addressal of the connectors and other details, including but not limited to exterior lighting, trash enclosures/screening, screening of the alley, reducing the massing, incorporating the base-middle-top, breaking up the roof planes and incorporating some steeper pitches and gables, making the building look more like row houses, and reducing the building height on the east end to 2 stories.”

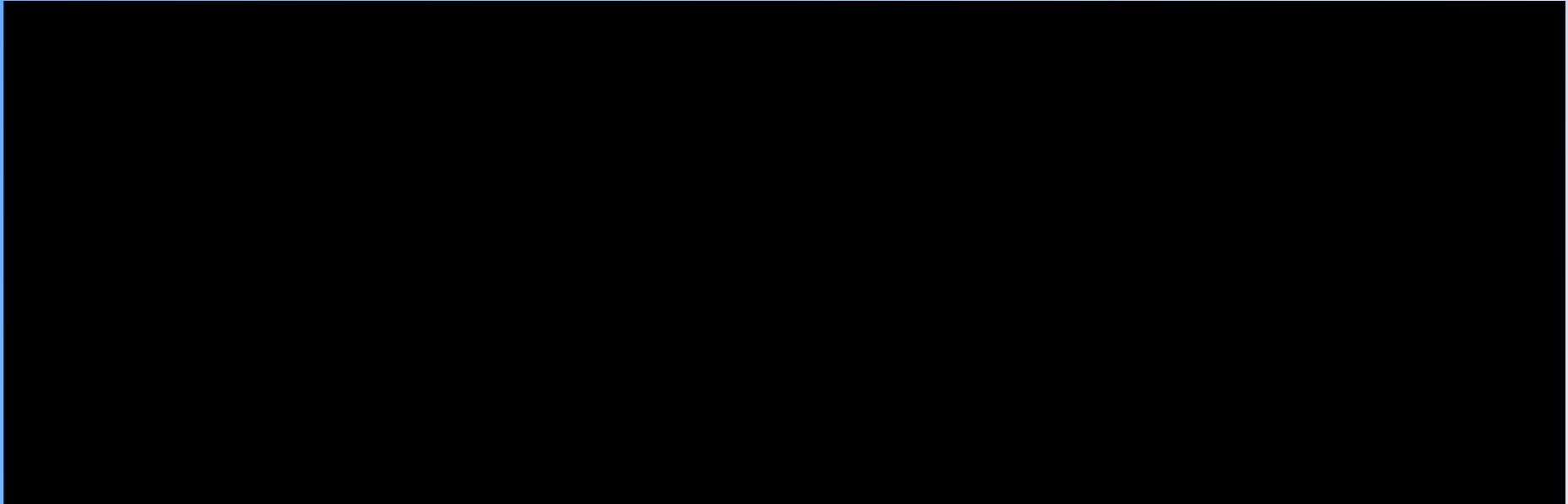


EXISTING “SHADY PINES” MULTI-FAMILY HOUSING





FULL SOUTH ELEVATION OF THE LAKE APARTMENTS



CONNECTOR

Old Connector
Taller



New Connector
Shorter lower profile



CONNECTOR

Old Connector
Taller



New Connector
Shorter lower profile





Design Departure Criteria:

- 1. The requested departure meets the intent statements relating to applicable development standards and design guidelines.**
- 2. The departure will not have a detrimental effect on nearby properties or the City as a whole.**
- 3. The project's building(s) exhibits a high degree of craftsmanship, building detail, architectural design, or quality of materials that are not typically found in standard construction. In order to meet this standard, an applicant must demonstrate to the Planning Director that the project's design offers a significant improvement over what otherwise could have been built under minimum standards and guidelines.**

Continued...



Design Departure Criteria continued...

- 4. The proposed departure is part of an overall, thoughtful and comprehensive approach to the design of the project as a whole.**
- 5. The project must be consistent with the Comprehensive Plan and any applicable plan. (Ord. 3328 §8, 2008: Ord. 3192 §10, 2004).**



Decision Point/Recommendation:

The City Council may take on of the following Actions:

- Affirm the decision of the Design Review Commission;
- Overrule the decision of the Design Review Commission, if they can find that the commission made an error in the decision, or if the design standards were ignored or incorrectly applied pertaining to the “Building Bulk and Spacing” guideline;
- Refer the project back to the DRC for further action or clarification; or,
- Defer action upon consent of the applicant.



November 3, 2016

RECEIVED

NOV 04 2016

CITY CLERK

Mayor Steve Widmyer and City Council
710 E Mullan Avenue
Coeur d'Alene, ID 83814

RE: Appeal to Design Review File DR-4-16 Record of Decision

Rita Snyder on behalf of the East Mullan Historic Neighborhood Association requests an appeal of the Design Review Commission's Record of Decision for the Lake Apartments project DR 4-16.

The basis of the appeal is to request adherence to the building bulk and spacing standard in the DO-E guidelines. As set forth in the guideline (page attached), a minimum 15 foot separation should be maintained between buildings that face the street.

The mass and size of this project is not in line with the scale of the buildings in the surrounding Mullan Avenue historic neighborhood, making the breaks critical to help retain the scale of the buildings in the area. The project was approved with connecting walkways, which are 16 feet deep and being utilized for covered parking. The building with the continuing walkways creates a solid wall along Mullan Avenue and wraps both ends of the block along 8th and 9th Streets.

The project is surrounded on three sides by a historic neighborhood and by the City Hall and Library on the 4th side. Existing structures surrounding it are much lower and smaller in scale than the proposed project. The purpose and intent of the guidelines for bulk, scale and sensitivity to the existing neighborhood were not given sufficient consideration in the final decision.

The neighborhood group attended the Design Review Committee meetings and requested that these guidelines be adhered to. Many changes and improvements were requested and made during the approval process, but the most important concerns, building bulk and spacing, were not sufficiently addressed.

The East Mullan Historic Neighborhood Association was instrumental in changes made in the East Infill Overlay, including limiting height variances, requiring pitched roofs and building breaks every 100 feet. These changes were implemented to help protect the historic neighborhood and ensure that future projects fit in. The neighborhood is very concerned about the mass and size of the project and how it will tower over the surrounding historic neighborhood. Historic neighborhoods are especially sensitive to encroachment and must be protected to preserve the historic nature that is so important to the residents.

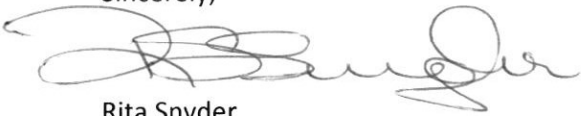
It is critically important that Infill projects are designed with sensitivity to the surrounding neighborhoods as set forth on the first page of the Infill and Design guidelines:

Infill Overlay Districts

17.07.900: Purpose:

The purpose of these regulations is to establish infill overlay districts and to prescribe procedures whereby the development of lands within these infill overlay districts can occur in a manner that will encourage infill development **while protecting the surrounding neighborhoods**. It is the intent of these development standards **to encourage a sensitive form of development** and to allow for a reasonable use that complements the visual character and the nature of the city.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Rita Snyder', with a stylized, flowing script.

Rita Snyder
Vice President
East Mullan Historic Neighborhood Association

Address & Contact
818 E Front Avenue
Coeur d'Alene, ID 83814
Phone: 208-660-5389
Email: snyders79@gmail.com

Note: There is also concern by the immediate neighbors along Front Avenue who will share the alley. The alley is being utilized as the only ingress and egress for the entire project. This will add considerable traffic and congestion in the alley. The parking issue is not under the Design Review commission's control, but is a concern that the immediate neighbors would like to see addressed for possible difficulties with access, safety and maintenance.









8th ST















The Lake Apartments

Coeur d' Alene, Idaho



② COMPLETE SOUTH ELEVATION
1/16" = 1'-0"



① COMPLETE NORTH ELEVATION
1/8" = 1'-0"

The Lake Apartments

821 E. Mullan Avenue, Coeur d'Alene

CDA Partners Mullan LLC

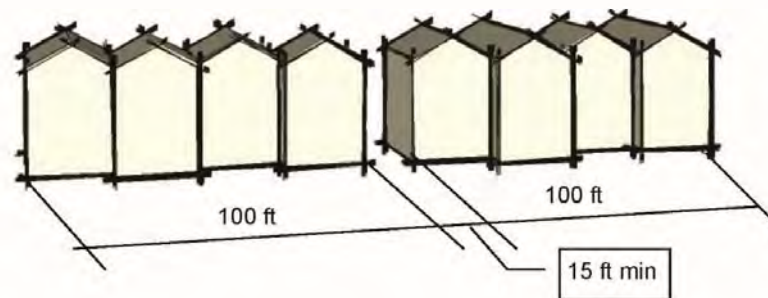
Building Bulk and Spacing

Intent:

To retain the scale of buildings in the neighborhood.

Standards:

1. The maximum horizontal dimension of a building facing a street should be no more than 100 feet.
2. A minimum 15 foot separation should be maintained between buildings that face the street.



Space Between Buildings

- Main buildings are spaced 42' and 29' apart
 - Guidelines suggest 15' minimum “should” be maintained



Open Space With Connectors

- Guidelines suggest 15' separation. Building height maximum is 35'
 - 525 sq.ft. minimum open space between buildings should be maintained
 - Open space provided at 42' connector = 840 sq.ft.
 - Open space provided at 23' connector = 580 sq.ft.



Connectors

- 15 foot spacing is a “should” not a “shall”, 42’ and 29’ is provided with connector
- Creates community in the building
- Provides additional accessibility and mobility throughout building
- Protection from weather when accessing building amenities
- Safe access throughout building at night
- Provides amenity that justifies a nicer project
- Provides screening of mechanical units on the rooftop
- Provides covered parking spaces

Collaborative Effort

1. Two meetings with East Mullan Neighborhood Association
 - Connectors were requested to be minimized, not eliminated. Height and width were minimized but still sized to provide rooftop mechanical screening.
2. East building 2 stories as suggested by DRC and East Mullan Neighborhood Association
 - Original design was 3 stories and within height limit
3. Residential look
4. Public use easement with textured paving, tables, and chairs at 8th and Mullan
5. Bike lockers are being provided without a reduction in parking
6. Textured paving added at both ends of alley for traffic calming and safety
7. Allowed building square footage 71,292
 - Current building square footage 45,482

Our team is requesting that City Council uphold the Design Review Commission's approval of the connectors:

- Provides benefit and value to residents while maintaining the intent of the design guidelines



The Lake Apartments

Coeur d' Alene, Idaho





GLENN CONSTRUCTION COMPANY
SHANNON CALLAGHAN
INTERIOR ARCHITECTURE & DESIGN

The Lake Apartments

Coeur d' Alene, Idaho

MOMENTUM
ARCHITECTURE

Sustainable
Design
Solutions LLC

1ST MEETING

JUNE 23, 2016

(DR-4-16) LAKE APARTMENTS

821 E. MULLAN AVENUE

Design Review

City of Coeur d'Alene



A **COMPLETE APPLICATION** is required at time of application submittal, as determined by the Planning Department.

REQUIRED SUBMITTALS

A request for **DESIGN REVIEW** is made by submitting the following information to the Planning Department:

1. The completed attached form;
2. An owners' list and mailing labels prepared by a title insurance company, using the last known name and address from the latest tax roll of the county. The list shall include the following:
 - A. All property owners within 300 feet of the external property boundaries.
 - B. All property owners within the property boundaries.
3. A residents' list and mailing labels prepared by the applicant, listing the addresses of all residential property that is not owner-occupied, lying within 300 feet from the external boundaries of the property described in the application, and which are within the property described in the application, and
4. Title reports with correct ownership, easements and encumbrances prepared by the title insurance company;

NOTE: Please also submit a copy of the tax map showing the 300 foot mailing boundary around the subject property.
5. A \$100.00 processing fee (payable to the City of Coeur d'Alene).

DEADLINE FOR SUBMITTALS

The Design Review Commission meets on the second & forth Thursdays of each month. The completed form and other documents must be submitted 21 days prior to the date available for Commission review of the project.

All supplemental information to be added to the application file must be received by the Planning Department no later than 5 working days prior to the meeting date for this item.

PUBLIC MEETING NOTICE SIGN TO BE POSTED ON SUBJECT PROPERTY:

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

This application can be found online at www.cdaid.org under Planning Department And Design Review Commission

Please type or print the following required information:

APPLICANT:

Name of Applicant: COA PARTHERS MULLAN
Mailing Address: 140 CHERRY STREET #201
HAMILTON, VT 59840
Telephone Number: 406-369-2544
Cell Phone Number: _____
E-Mail: brian@glennconstructionmt.com
Fax: _____

Filing Capacity:

- ☒ 1. Recorded Property Owner as of now (date)
____ 2. Purchasing (under contract) as of _____ (date)
____ 3. The Lessee or Renter as of _____ (date)
____ 4. The authorized agent of any of the foregoing, duly authorized in writing. (Written authorization must be attached to the application)

Architect:

Name: MOMENTUM ARCHITECTURE / TIM WILSON
Mailing Address: 112 HAZEL AVE., COA ID 83814
COSUE D'ALENE, ID 83814
Telephone Number: 208-664-4251
E-mail: timw@momentumarch.com

PROPERTY:

Legal Description of the property: REFER TO EXHIBIT "A"
ATTACHED.

Address(es) of property: 821 E MULLAN AVE, COA 83814

PROPERTY INFORMATION

1. Gross area: (all land involved): 1.0229 [✓] acres, and/or _____ sq.ft.
2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): 1.0229 [✓] acres, and/or _____ sq. ft.
3. Total number of lots included: 8
4. Existing land use: RESIDENTIAL - MULTI-FAMILY
5. Existing Zoning (check all that apply): R-12 R-17 C-17 C-17L DC ☒ DOE ☐ DON ☐ MO

APPLICATION DOCUMENTS:

A. Purpose of Application Submittals:

Development applicants shall seek to engage with the City review processes as soon as possible, before numerous substantive design decisions are made and fixed. Therefore, initial meetings with the City shall not include definitive designs, but rather broader descriptions of the development program and objectives, the constraints and opportunities presented by the site, and an analysis of the neighborhood setting that surrounds the site. The City intends to work in a collaborative fashion so that the outcome can meet both the goals of the City and the applicant, as well as address concerns of people who live and own property and businesses in close proximity to the development.

In order for this process to work effectively, the applicant must be willing to consider options, not merely to details, but to basic form, orientation, massing, relationships to existing sites and structures, surrounding street and sidewalks, and how the building is seen from a distance. Accordingly, renderings, models, finished elevations and other illustrations that imply a final design will not be accepted at initial meetings. As the review proceeds and the applicant receives direction from the Commission, more detail will be requested.

B. Materials to be Submitted for Pre-Application Meeting with Planning Staff:

A pre-application meeting with the planning staff is required before the first meeting with the Design Review Commission. In order to schedule a pre-application meeting, the applicant must submit:

1. A site map, showing property lines, rights-of-way, easements, topography; and
2. A context map, showing building footprints and parcels within 300 feet; and
3. A summary of the development plan including the areas for each use, number of floors, etc; and
4. General parking information including the number of stalls, access point(s), and indicating if the parking will be surface or structured parking.

Please use this space to state the reason(s) for the requested annexation and include comments on the 2007 Comprehensive Plan Category, Neighborhood Area, and applicable Special Areas and appropriate goals and policies and how they support your request.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

C. Materials to be Submitted for Initial Meeting with Design Review Commission:

1. An ownership list prepared by a title insurance company, listing the owners of property within a 300' radius of the external boundaries of the subject property. The list shall use the last known name and address of such owners as shown on the latest adopted tax roll of the county; and
2. A map showing all residences within the subject property and within a 300' radius of the external boundaries of the subject property; and
3. Photographs of nearby buildings that are visible from the site, with a key map; and
4. Views of the site, with a key map; and
5. A generalized massing, bulk and orientation study of the proposal; and
6. An elevation along the block, showing massing of the proposal; and
7. A list of any "design departures" being requested; and
8. All revisions to the materials submitted for the pre-application meeting; and
9. A summary of the proposed project.

D. Materials to be Submitted for Second Meeting with Design Review Commission:

1. A site plan with major landscaped areas, parking, access, sidewalks and amenities; and
2. Elevations of the conceptual design for all sides of the proposal; and
3. Perspective sketches (but not finished renderings); and
4. A conceptual model is strongly suggested (this can be a computer model).

E. Materials to be Submitted for Final Meeting with Design Review Commission:

1. Refined site plan and elevations; and
2. Large scale drawings of entry, street level façade, site amenities; and
3. Samples of materials and colors; and
4. Finished perspective renderings.

REQUIRED CERTIFICATIONS

OWNERSHIP LIST

Attached is a listing of the addresses of all property owners within 300 feet of this request as described under "Submittals".

The list was compiled by Kootenai Title on May 3rd, 2016
(title company) (date)

RESIDENTS LIST

Attached is a listing of the addresses of all residences that are not owner-occupied within 300 feet of this request as described under "Submittals".

The list was compiled by Kootenai Title on May 3rd, 2016
(name) (date)

CERTIFICATION OF APPLICANT *

I, Brian Glenn, being duly sworn, attests that he/she is the applicant of this
(insert name of applicant)
request and knows the contents thereof to be true to his/her knowledge.

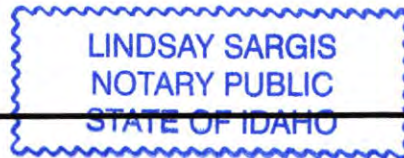
Signed: [Signature]
(applicant)

Notary to complete this section for applicant:

Subscribed and sworn to me before this 5th day of May, 2016

Notary Public for Idaho Residing at: Coeur d'Alene My commission expires: 04-15-22

Signed: Lindsay Sargis
(notary)



CERTIFICATION OF PROPERTY OWNER(S) OF RECORD *:

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

Name: CDA Partners Mullan Telephone No.: (408) 369-2544

Address: 140 Cherry St #201 By: KCA, LLC, Managing Member
Hamilton, MT 59840 Signed by Owner: [Signature]

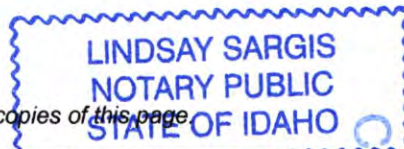
By: Brian J. Glenn, managing member

Notary to complete this section for all owners of record:

Subscribed and sworn to me before this 5th day of May, 2016

Notary Public for Idaho Residing at: Coeur d'Alene My commission expires: 04-15-22

Signed: Lindsay Sargis
(applicant)



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

For City use only: Received: City Cashier: Delicia Buehler Date: 5-18-16

Accepted: Planning: _____ Date: _____

6

Date Stamp here

PAID
MAY 19 2016
CITY OF CDA

REQUIRED CERTIFICATIONS

OWNERSHIP LIST

Attached is a listing of the addresses of all property owners within 300 feet of this request as described under "Submittals".

The list was compiled by _____ on _____
(title company) (date)

RESIDENTS LIST

Attached is a listing of the addresses of all residences that are not owner-occupied within 300 feet of this request as described under "Submittals".

The list was compiled by _____ on _____
(name) (date)

CERTIFICATION OF APPLICANT *

I, _____, being duly sworn, attests that he/she is the applicant of this
(insert name of applicant)
request and knows the contents thereof to be true to his/her knowledge.

Signed: _____
(applicant)

Notary to complete this section for applicant:

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

Notary Public for Idaho Residing at: _____ My commission expires: _____

Signed: _____
(notary)

CERTIFICATION OF PROPERTY OWNER(S) OF RECORD *:

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

Name: Lisa K Glenn Telephone No.: 406-369-2335

Address: 1376 Powderhorn Lane
Corvallis, MT 59828

Signed by Owner: [Signature]

Notary to complete this section for all owners of record:

Subscribed and sworn to me before this 9 day of May, 2016

Notary Public for Idaho Residing at: Hamilton

Signed: Gail Clark
(applicant)

My commission expires: GAIL CLARK - 8-1-2016
NOTARY PUBLIC for the
State of Montana
Residing at Hamilton, MT
My Commission Expires
September 1, 2016

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

For City use only: Received: City Cashier Jelicia Baugh Date: 5-18-16

Accepted: Planning: _____ Date: _____

6

Date Stamp here

PAID
MAY 19 2016
CITY OF GDA

REQUIRED CERTIFICATIONS

OWNERSHIP LIST

Attached is a listing of the addresses of all property owners within 300 feet of this request as described under "Submittals".

The list was compiled by _____ on _____
(title company) (date)

RESIDENTS LIST

Attached is a listing of the addresses of all residences that are not owner-occupied within 300 feet of this request as described under "Submittals".

The list was compiled by _____ on _____
(name) (date)

CERTIFICATION OF APPLICANT *

I, _____, being duly sworn, attests that he/she is the applicant of this
(insert name of applicant)
request and knows the contents thereof to be true to his/her knowledge.

Signed: _____
(applicant)

Notary to complete this section for applicant:

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

Notary Public for Idaho Residing at: _____ My commission expires: _____

Signed: _____
(notary)

CERTIFICATION OF PROPERTY OWNER(S) OF RECORD *:

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

Name: Nancy J. Schul Telephone No.: 406-370-5683

Address: P.O. Box 1408
Hamilton, MT
59840

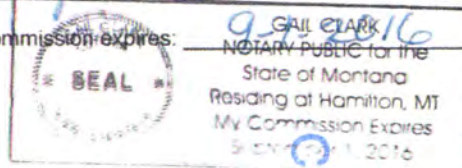
Signed by Owner: Nancy J. Schul

Notary to complete this section for all owners of record:

Subscribed and sworn to me before this 9 day of May, 2016

Notary Public for Idaho Residing at: Hamilton My commission expires: 9-1-2016

Signed: Gail Clark
(applicant)



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

For City use only: Received: City Cashier Debra Brugg Date: 5-18-16
Accepted: Planning: _____ Date: _____

6

PAID
MAY 19 2016
CITY OF CDA
Date Stamp here

REQUIRED CERTIFICATIONS

OWNERSHIP LIST

Attached is a listing of the addresses of all property owners within 300 feet of this request as described under "Submittals".

The list was compiled by _____ on _____
(title company) (date)

RESIDENTS LIST

Attached is a listing of the addresses of all residences that are not owner-occupied within 300 feet of this request as described under "Submittals".

The list was compiled by _____ on _____
(name) (date)

CERTIFICATION OF APPLICANT *

I, _____, being duly sworn, attests that he/she is the applicant of this
(insert name of applicant)
request and knows the contents thereof to be true to his/her knowledge.

Signed: _____
(applicant)

Notary to complete this section for applicant:

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

Notary Public for Idaho Residing at: _____ My commission expires: _____

Signed: _____
(notary)

CERTIFICATION OF PROPERTY OWNER(S) OF RECORD *:

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

Name: James Schueler Telephone No.: 406-370-5680

Address: P.O. Box 1408
Hamilton MT
59840

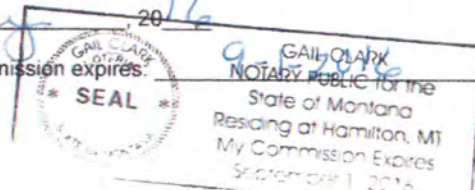
Signed by Owner: _____

Notary to complete this section for all owners of record:

Subscribed and sworn to me before this 9 day of May, 2016

Notary Public for Idaho Residing at: Hamilton My commission expires: _____

Signed: Gail Clark
(applicant)



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

For City use only: Received: City Cashier Debra Bruyette Date: 5-18-16

Accepted: Planning: _____ Date: _____

6

PAID
MAY 19 2016
CITY OF CDA
Date Stamp here

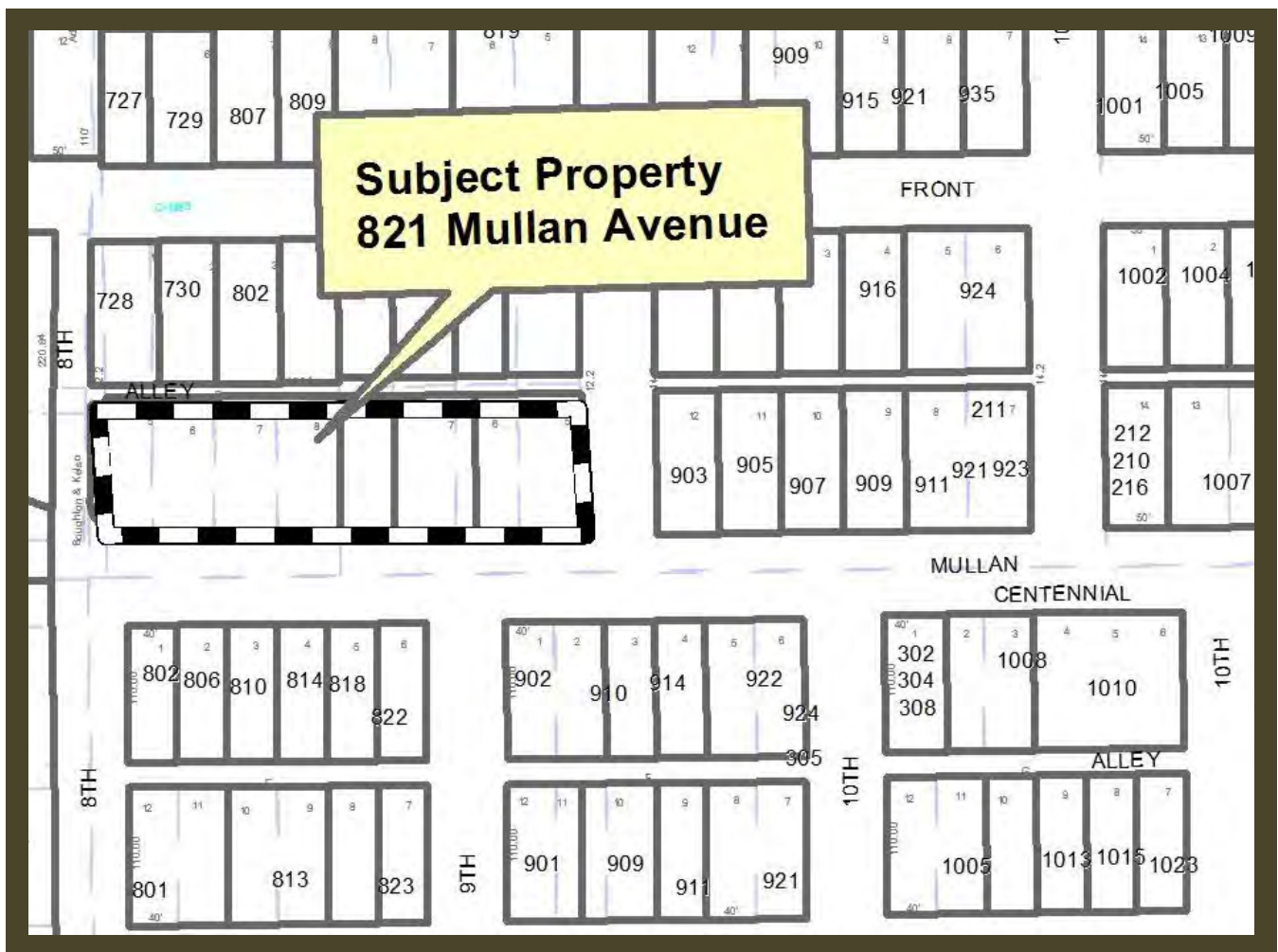
DESIGN REVIEW COMMISSION STAFF REPORT

FROM: **TAMI STROUD, PLANNER**
DATE: **JUNE 23, 2016**
SUBJECT: **DR-4-16: REQUEST FOR AN EARLY DESIGN CONSULTATION WITH THE DESIGN REVIEW COMMISSION FOR A 52-UNIT RESIDENTIAL DEVELOPMENT LOCATED WITHIN THE DO-E INFILL OVERLAY DISTRICT**
LOCATION: 821 EAST MULLAN AVENUE

APPLICANT/OWNER
CDA Partners Mullan
140 Cherry Street, #201
Hamilton, MT 59840

ARCHITECT:
Momentum Architecture
112 Hazel Avenue, Suite B
Coeur d'Alene, ID 83814

SITE MAP:



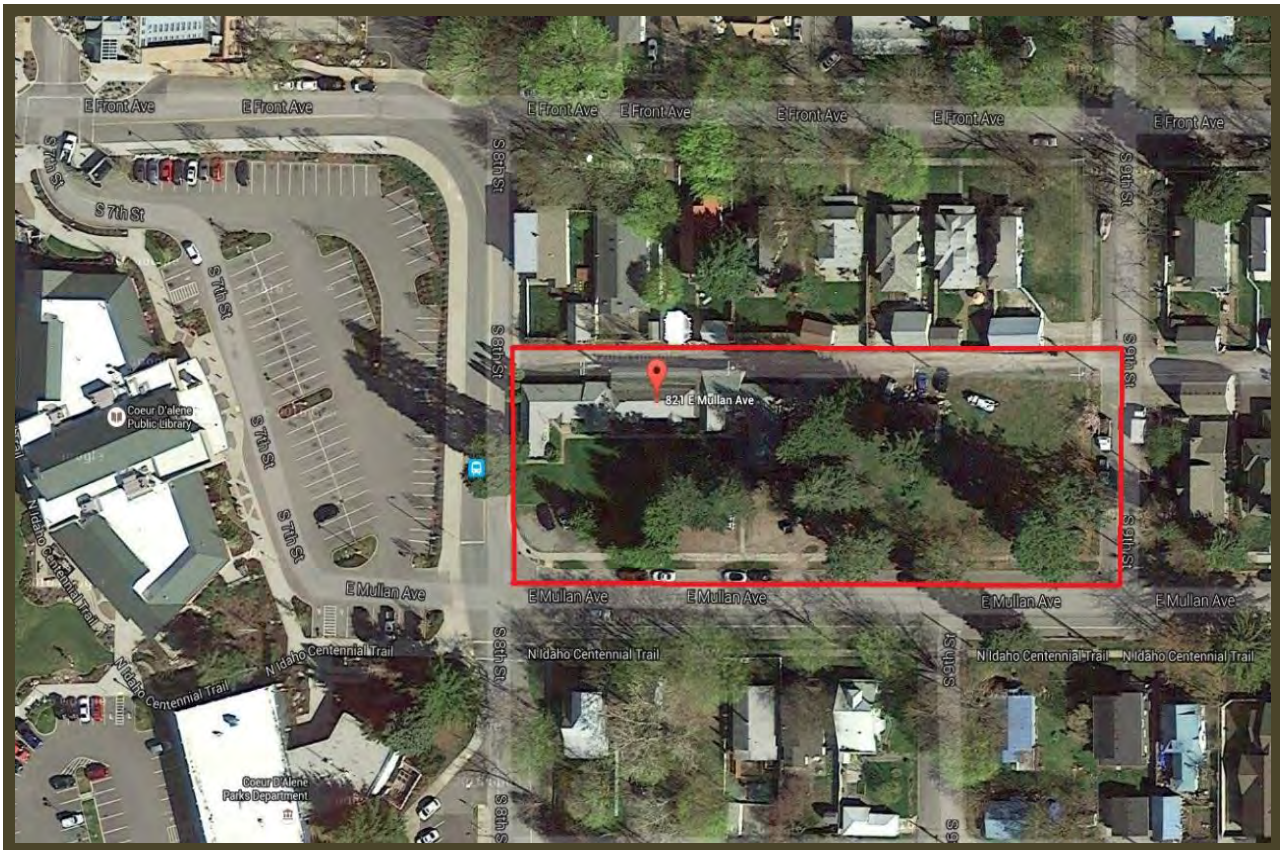
ACTION: The Design Review Commission will provide feedback to the applicant and staff on how the applicable design guidelines affect and enhance the project. The DRC will provide direction to the applicant as the project progresses to the DRC second meeting, and may suggest changes or recommendations to the proposed project.

DECISION POINT: CDA Partners Mullan is requesting the Design Review Commission's Early Design Consultation for the design and construction of (52) residential units totaling 55,552 sq.ft. The proposed project will be three stories tall and is located along Mullan Avenue, between 8th and 9th Streets. The subject property is within the Downtown Overlay-Eastside (DO-E) Infill District.

GENERAL INFORMATION:

17.09.320: A. Development applicants shall seek to engage with the City review processes as soon as possible, before numerous substantive design decisions are made and fixed. Therefore, initial meetings with the City shall not include definitive designs, but rather broader descriptions of the development program and objectives, the constraints and opportunities presented by the site, and an analysis of the neighborhood setting that surrounds the site. The City intends to work in a collaborative fashion so that the outcome can meet both the goals of the City and the applicant, as well as address concerns of people who live and own property and businesses in close proximity to the development.

A. AERIAL VIEWS:



B. PROJECT ANALYSIS

The applicant is requesting the Design Review Commission's early design consultation for the construction of 52 residential units totaling 55,552 sq. ft. The subject property is within the Downtown Overlay-Eastside (DO-E) Infill District.

The applicant's Project Summary is included in the packet.

C. REQUESTED DESIGN DEPARTURES:

- NONE

Evaluation:

The Design Review Commission may consider discussing the following during the initial meeting with the applicant:

- Orientation
- Massing
- Relationships to existing sites and structures
- Surrounding streets and sidewalks
- How the building is seen from a distance
- Requested design departures

D. REQUESTED F.A.R. DESIGN BONUSES (Minor Amenities):

BASE: .5

Streetscape Features: .2

Upgraded Building Materials: .2

Preservation of Grand Scale Tree: .2

Alley Enhancements: .2

In addition to the above-requested bonuses, the applicant is also asking the Community Planning Director for an approval of the use of Bike Lockers, or "Bicyclist Accommodations" in lieu of parking for a portion of the project. (See below code section).

17.44.200 E. Bicyclist Accommodations: The planning director may authorize a fifteen percent (15%) reduction in the number of required off street parking spaces for developments or uses that make special provision to accommodate bicyclists. Examples of accommodations include enclosed bicycle lockers, employee shower facilities and dressing areas for employees. A reduction in parking may not be granted merely for providing outdoor bicycle parking spaces. (Ord. 3403, 2011)

<u>UNITS BY BEDROOM SIZE</u>		<u>SQ. FT PER UNIT</u>		
STUDIO	12	425-528 SQ FT	5,512	SQ FT
1 BEDROOM	22	562-745 SQ FT	13,156	SQ FT
2 BEDROOM	15	787-918 SQ FT	13,263	SQ FT
3 BEDROOM	3	1,479 SQ FT	4,437	SQ FT
COMMON AREA		1,309-1479 SQ FT	4,097	SQ FT
<u>CORRIDORS & ELEVATOR</u>			<u>10,838</u>	<u>SQ FT</u>
TOTAL BUILDING	52 UNITS		55,552	SQ FT

Evaluation:

The Design Review Commission may discuss, based upon the information before them, whether the provision of bicycle accommodations supports authorizing a parking reduction. The is seeking input from the DRC for this recommendation to the Community Planning Director as the project moves to the Second and then the Final meeting.

E. NEIGHBORHOOD CONTEXT:

VIEW FROM 8TH STREET & MULLAN AVENUE LOOKING NORTH



8TH STREET / FRONT AVENUE



VIEW FROM MULLAN AVENUE & 9TH STREET LOOKING NORTH



VIEW FROM 8TH STREET WEST TOWARDS PUBLIC LIBRARY



SITE PHOTOS - VIEW FACING EAST FROM 8TH STREET & MULLAN AVENUE



PROPERTY VIEW FROM 8TH STREET & ALLEY LOOKING EAST



PROPERTY VIEW FROM ALLEY LOOKING EAST



SITE PHOTOS - VIEW FACING SOUTHEAST FROM FRONT AVENUE & 8TH STREET



PROPERTY VIEW FROM ALLEY LOOKING WEST



PROPERTY VIEW FROM 9TH STREET & ALLEY LOOKING WEST



PROPERTY VIEW FROM 8TH STREET & MULLAN AVENUE LOOKING NORTHEAST



PROPERTY VIEW FROM 8TH STREET & MULLAN AVENUE LOOKING NORTH



PROPERTY VIEW FROM MULLAN AVENUE & 9TH STREET LOOKING WEST



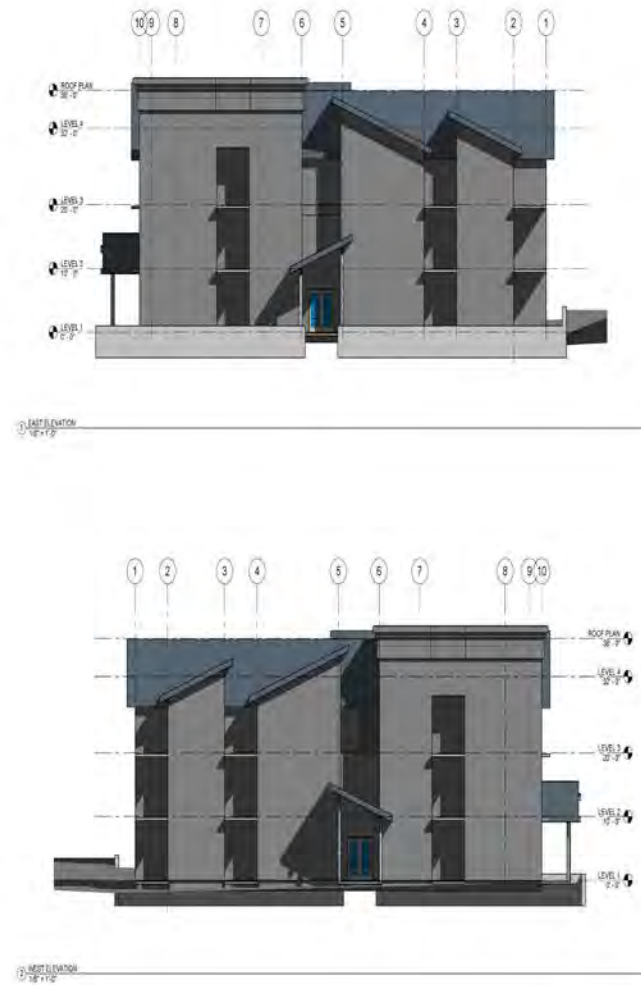
PROPERTY VIEW FROM MULLAN AVENUE LOOKING NORTH



North Elevation



East & West Elevation

[illegible]

1. PARKING LAYOUT
TYPICAL

2. SITE w/ TOPOGRAPHY
TYPICAL

MOMENTUM ARCHITECTURE 1000 N. 10th St., Suite 100, Phoenix, AZ 85004 (602) 441-4271 • www.momentumarch.com	
Project Number: 1001 Project Name: THE LAKE APARTMENTS Date: JANUARY 23, 2018 Drawn By: RYAN S. Checked By: T.M.W.	Project Number: 1001 Project Name: THE LAKE APARTMENTS Date: JANUARY 23, 2018 Drawn By: RYAN S. Checked By: T.M.W.
THE LAKE APARTMENTS 801 E. McDowell Ave., Central Phoenix, AZ 85014 SITING PLAN & PARKING PLAN	
JOHNSON CONSTRUCTION COMPANY 1001 N. 10th St., Suite 100, Phoenix, AZ 85004 (602) 441-4271 • www.johnsonconstruction.com	
A0.02 Scale: TYPICAL	

The site plan with major landscaped areas, parking, access, sidewalks and amenities; and elevations of the conceptual design for all sides of the proposal; and perspective sketches (but not finished renderings); and a conceptual model is strongly suggested (this can be a computer model).

DO-E

- General Landscaping
- Screening of Parking Lots
- Screening of Trash/Service Areas
- Lighting Intensity
- Screening of Rooftop Mechanical Equipment
- Curb Cuts: Width and Spacing

- Parking Lot Landscape
- Location of Parking
- Grand Scale Trees
- Identity Elements
- Fences Next to Sidewalks
- Walls Next to Sidewalks
- Curbside Planting Strips
- Unique Historic Features
- Entrances
- Orientation to the Street
- Treatment of Blank Walls
- Integration of Signs with Architecture
- Creative/Individuality of Signs

The Design Review Commission may suggest changes or recommendations to the applicant prior to the second meeting.

ACTION: The Design Review Commission will provide feedback to the applicant and staff on how the applicable design guidelines affect and enhance the project. The DRC will provide direction to the applicant as the project progresses to the DRC second meeting, and may suggest changes or recommendations to the proposed project.

'THE LAKE' APARTMENT COMPLEX

821 E. Mullan Avenue, Coeur d'Alene, Idaho

PROJECT DESCRIPTION

New construction of an approx. 55,552 S.F. 52 Unit Apartment Complex developed along Mullan Avenue in the Downtown Overlay - Eastside District. This facility will replace the existing dilapidated 'Shady Pines' apartment complex currently located on the property. Design to blend with the neighboring residential and eclectic-modern commercial uses.

ZONING INFORMATION

Address:	821 E. Mullan Avenue		
Legal:	Refer to Title Report attachment		
Zoning:	DO-E (Downtown Overlay - Eastside)		
Acres:	1.0229 Acres		
Area:	44,557.52 S.F.		
F.A.R. (base):	.5 times parcel size:	22,279 S.F.	
F.A.R. (max.):	1.6 times parcel size:	71,292 S.F.	
Height Allowed:	35' Residential, 38' Commercial		
Proposed Height:	35' +/-		
Number of Stories:	3 Stories		
Parking Required:	Studio:	12 units x 1:	12 Stalls
	1 Bdrm:	22 units x 1:	22 Stalls
	2 Bdrm:	15 units x 1.75:	26.25 Stalls
	3 Bdrm:	3 units x 2.5:	7.5 Stalls
	Total Required:		67.75 Stalls
Parking Provided:	60 Stalls (includes 2 HCAP, 1 being Van Accessible) (Note: Refer to letter to Planning Director requesting parking variance since providing minimum of 24 interior bike storage lockers)		

'THE LAKE' APARTMENT COMPLEX

821 E. Mullan Avenue, Coeur d'Alene, Idaho

DEVELOPMENT PROGRAM

Building Size:	Residential:	40,617 S.F.
	Common Area:	4,097 S.F.*
	Corridors/Elevators:	10,838 S.F.*
	Total Building:	55,552 S.F.

*areas not included in the F.A.R. calculations

F.A.R. Bonuses:	Base:	.5
	Streetscape Features:	.2
	Upgraded Building Materials:	.2
	Preservation of Grand	
	Scale Trees:	.2
	Alley Enhancements:	.2
	<u>Bike Lockers:</u>	<u>(?)</u>
Total F.A.R. proposed:	1.3	

Lot Size: 44,557.52 S.F. x 1.3 = 57,925 S.F. allowed

Building Use: Apartments – New

Occupancy: Residential:

Occupant Load:	Residential:	40,617 S.F./200 S.F./occ.:	203 occ.
	Common Areas:	4,097 S.F./100 S.F./occ.:	41 occ.
	Total Occ.Load:		244 occ.

Construction Type: 5-B

Building Criteria: Seismic Design Category: C
International Building Code: 2012

ZONING MAP



SITE PLAN
ARIEL VIEW

^ NORTH

Mullan Avenue Apartments Concept

Coeur d'Alene, Idaho

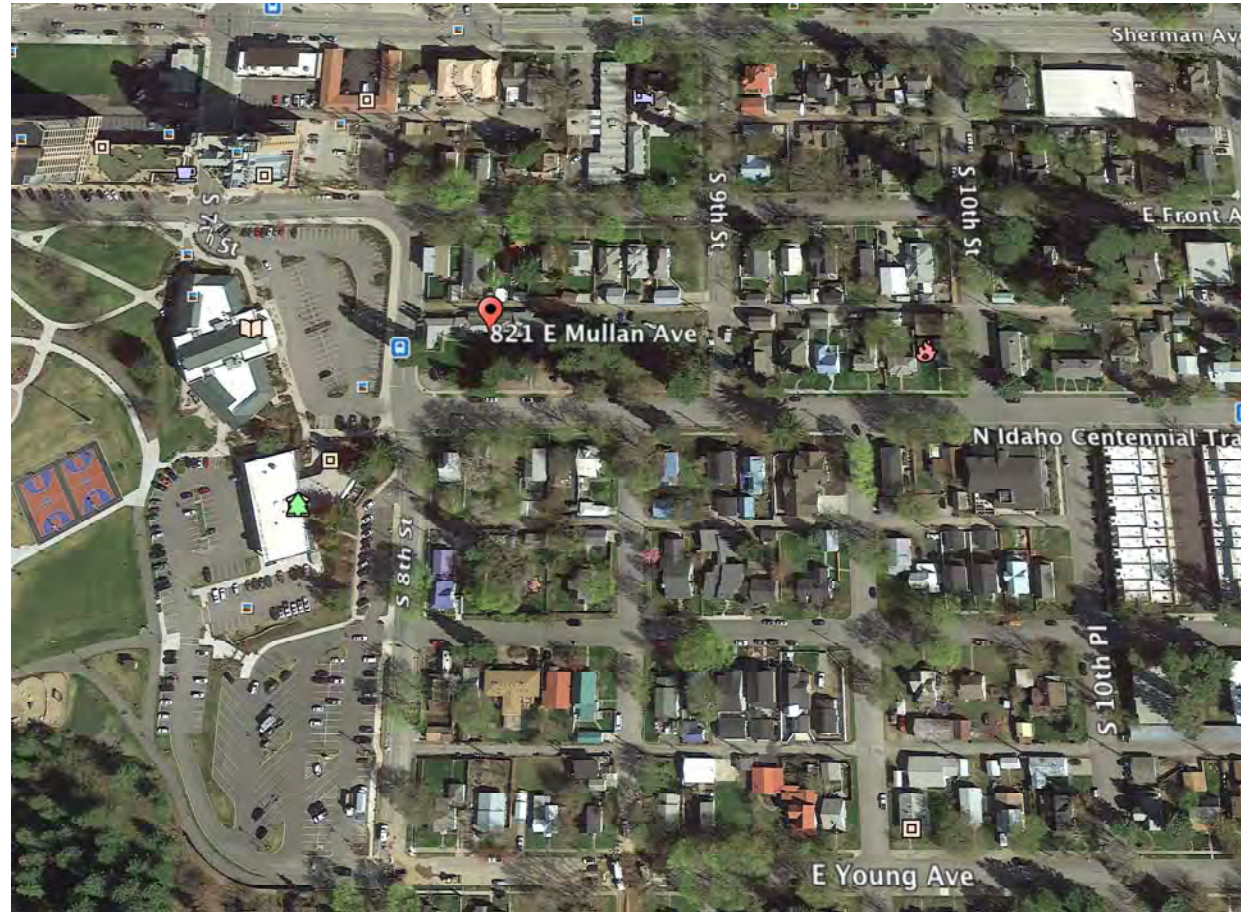


VIEW FROM 8TH ST.
AND MULLAN NORTH



VIEW FROM FRONT AVE.
AND 8TH LOOKING WEST

NEIGHBORHOOD CONTEXT MAP



SITE PLAN
ARIEL VIEW



VIEW FROM MULLAN AVE.
LOOKING EAST



VIEW FROM MULLAN AVE.
AND 9TH LOOKING NORTH

Mullan Avenue Apartments Concept

Coeur d'Alene, Idaho



VIEW FROM FRONT AVENUE
LOOKING WEST



NEW CONSTRUCTION
NORTH OF 8TH ST./FRONT

NEIGHBORHOOD CONTEXT MAP 2



SITE PLAN
ARIEL VIEW



VIEW FROM 8TH STREET
TOWARDS PUBLIC LIBRARY



VIEW FROM 8TH STREET
TOWARDS CITY HALL

Mullan Avenue Apartments Concept Coeur d'Alene, Idaho



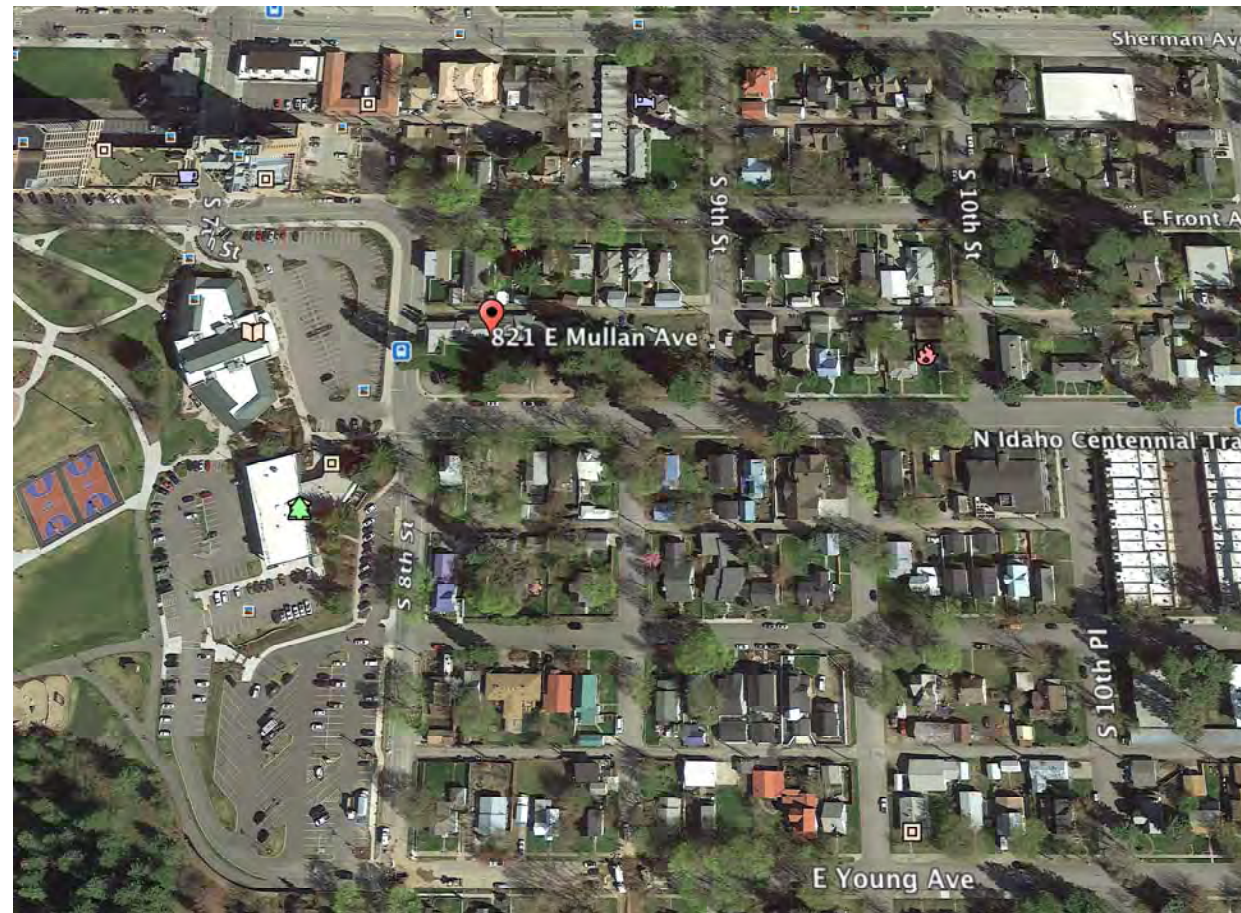


PROPERTY VIEW FROM
8th ST. AND MULLAN AVE.



PROPERTY VIEW FROM
8TH ST. AND MULLAN AVE.

PROPERTY CONTEXT MAP



SITE PLAN
ARIEL VIEW

^ NORTH

Mullan Avenue Apartments Concept

Coeur d'Alene, Idaho



PROPERTY VIEW FROM
MULLAN AVENUE.



PROPERTY VIEW FROM
MULLAN AVE. AND 9TH ST.



PROPERTY VIEW FROM
ALLEY LOOKING EAST



PROPERTY VIEW FROM
ALLEY LOOKING EAST



SITE PLAN
ARIEL VIEW

^ NORTH

Mullan Avenue Apartments Concept
Coeur d'Alene, Idaho

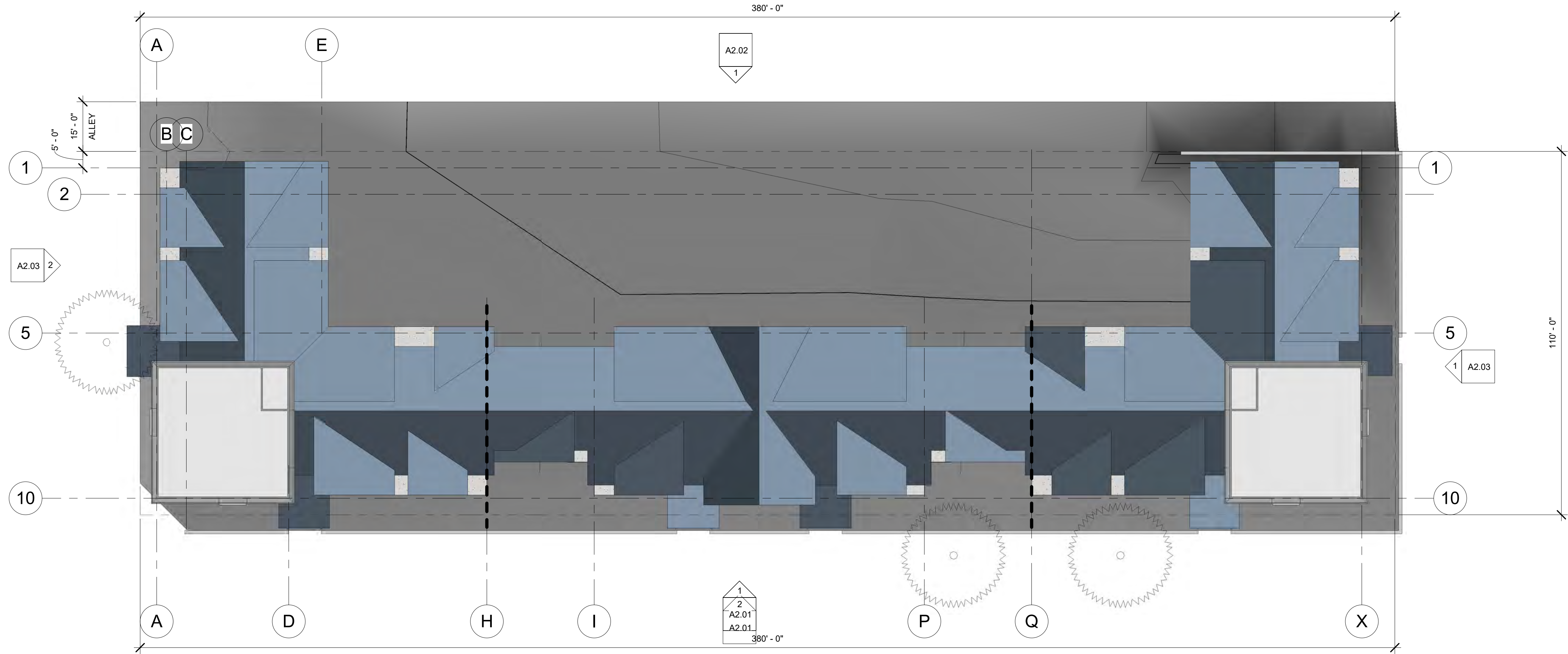


PROPERTY VIEW FROM
9TH STREET AND ALLEY



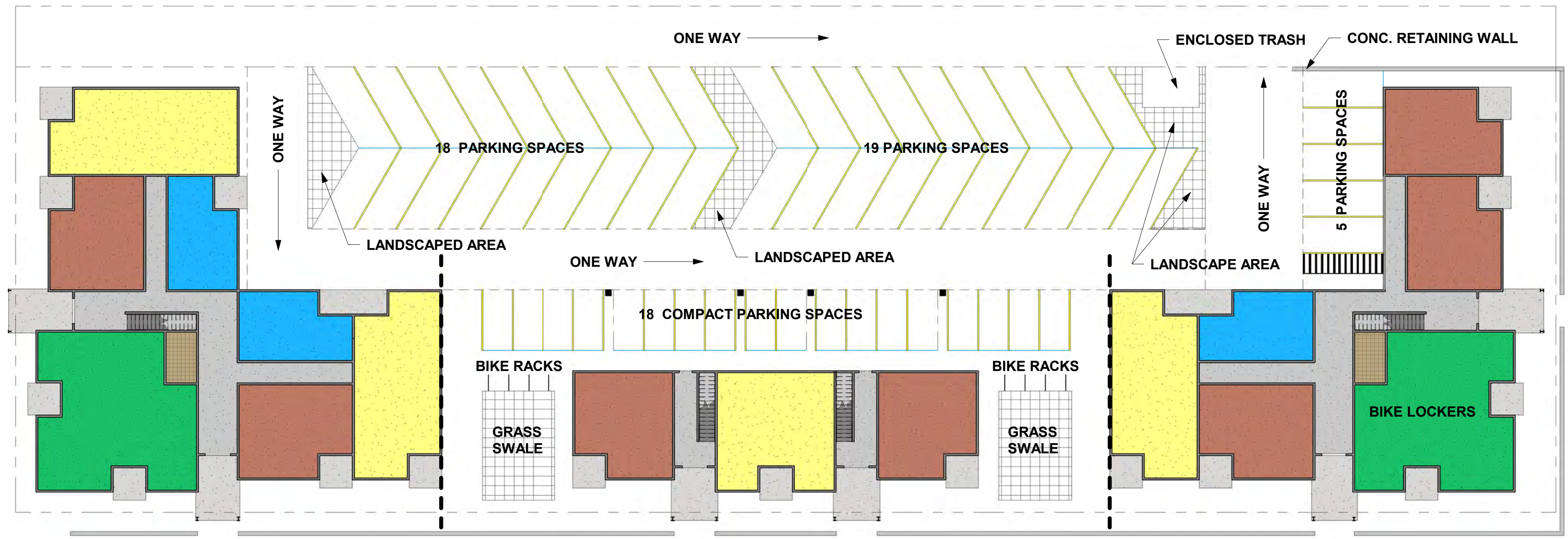
PROPERTY VIEW FROM
ALLEY LOOKING WEST





② SITE w/ TOPOGRAPHY
1" = 20'-0"

① PARKING LAYOUT
1" = 20'-0"



MOMENTUM

ARCHITECTURE, Inc.

112 Hazel Avenue, Studio B ~ Coeur d'Alene, ID 83814 : Ph. 208+664 4251 : Fax 208+765 9671

June 12th, 2016


Ms. Hilary Anderson
Community Planning Director
City of Coeur d'Alene – City Hall
Coeur d'Alene, ID 83814

Dear Hilary,

On behalf of the Owners Group – 'CDA Partners Mullan' we are requesting a variance to the Eastside Overlay District zoned parking requirement for the proposed 821 E. Mullan Avenue Apartments Facility which currently is in the Design Review Process. The project proposed consists of 52 units and the zoned parking criteria requires 67.75 stalls for its overall unit count. In an effort to maintain a consistent residential look at all three streetscapes (8th Street, Mullan Ave., and 9th Street) we have designed a U shaped facility with a screened from street-view parking area consisting of 60 stalls including 18 compact stalls which is accessed from the alley as discussed with your department. We propose an interior secured area providing a minimum of 24 Bike Lockers for residents use in lieu of the 8 parking stalls shy of the zoned parking count (refer to picture attached for concept and site plan submitted for Design review). The site will also be provided with the minimum City required Exterior Bike stalls. This facility will encourage strong bicycle traffic/pedestrian uses due to its close proximity to downtown area and services. We request your approval to allow this substitution.

Thank you for your consideration. Please call if you have any questions

Sincerely,



Tim A. Wilson, NCARB
Principal Architect/Owner
Momentum Architecture, Inc.
timw@momentumarch.com

cc: Brian Glenn

Momentum Architecture, Inc.

PROPOSED BIKE LOCKERS



Mullan Avenue Apartments Concept
Coeur d'Alene, Idaho



EXTERIOR MATERIAL
IMAGES 1

EXTERIOR CONCEPT IMAGES



ROOFTOP COMMON AREA



SIDEWALK/PLANTER/ENTRY



EXTERIOR MATERIAL
IMAGES 2



PLANTER/BENCHES



COMMON AREA BBQ

Mullan Avenue Apartments Concept

Coeur d'Alene, Idaho

DESIGN REVIEW COMMISSION MEETING

JUNE 23, 2016

APPLICANT:

CDA Partners Mullan

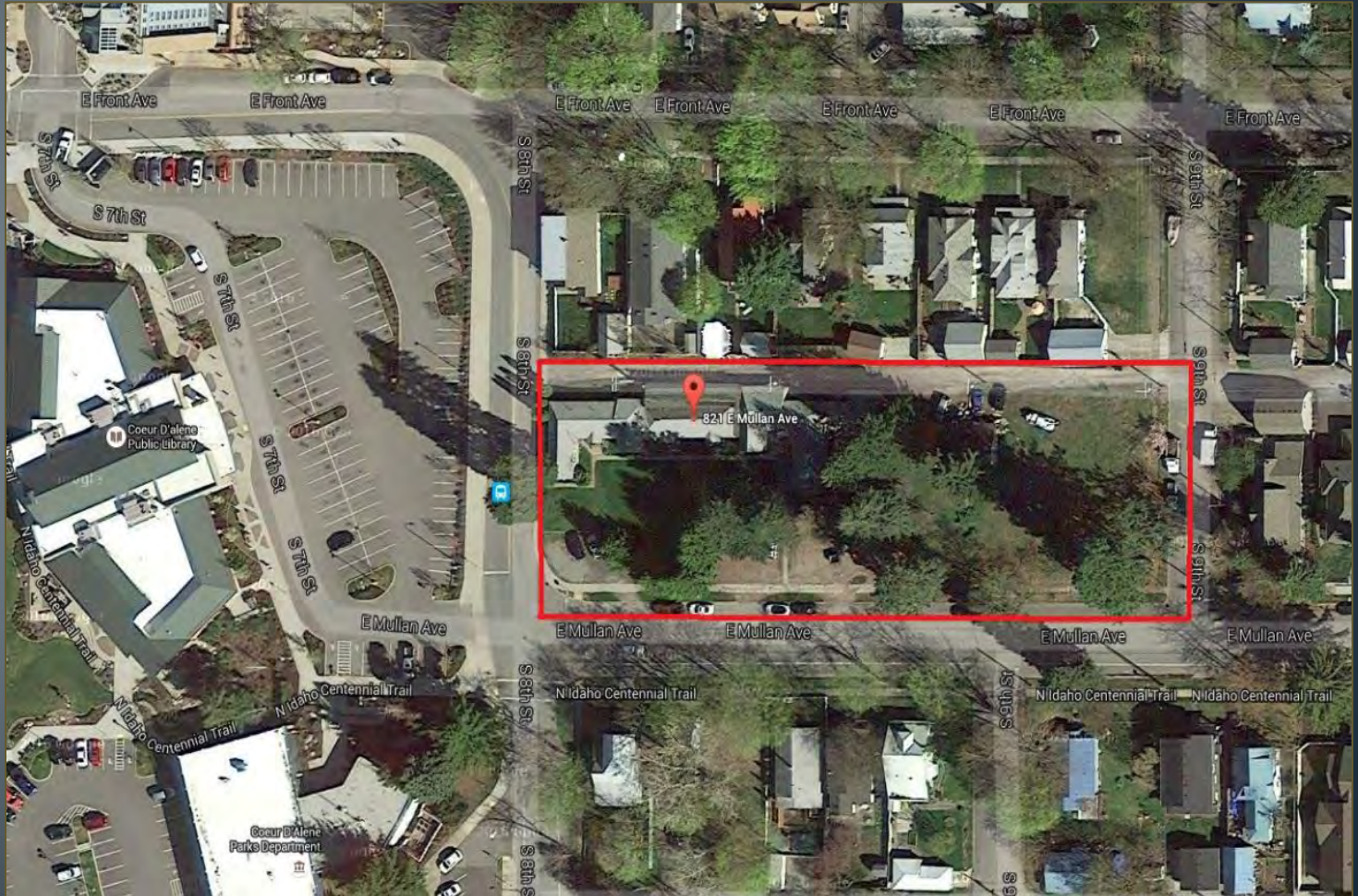
SUBJECT:

DR-4-16: First Meeting with the DRC for the design and construction of 52 residential units, totaling 55,552 sq. ft.

LOCATION: 821 East Mullan Avenue

Design Review (DR-4-16) 821 East Mullan Avenue June 23, 2016 @ 12:00 p.m.

FIRST MEETING



Subject Property 821 East Mullan Avenue



DECISION POINT:

CDA Partners Mullan are requesting an Early Design Consultation with the Design Review Commission for the design and construction of 52 residential units totaling 55,552 sq. ft.

- The DRC will review the design of the proposed structures to ensure it meets the intent of the Infill Overlay district DO-E zoning district.

View From 8th Street & Mullan Avenue North



NEW CONSTRUCTION NORTH OF 8TH STREET / FRONT AVENUE



View From Mullan Avenue & 9th Street Looking North



View From 8th Street Towards Public Library



View From 8th Street Towards City Hall



Site Photos View Facing East



Property View From Alley Looking East



Property View From Alley Looking East



Site Photos View Facing West



Property View From Alley Looking West



Property View From 9th Street & Alley



Property View From 8th Street & Mullan Avenue



Property View From 8th Street & Mullan Avenue



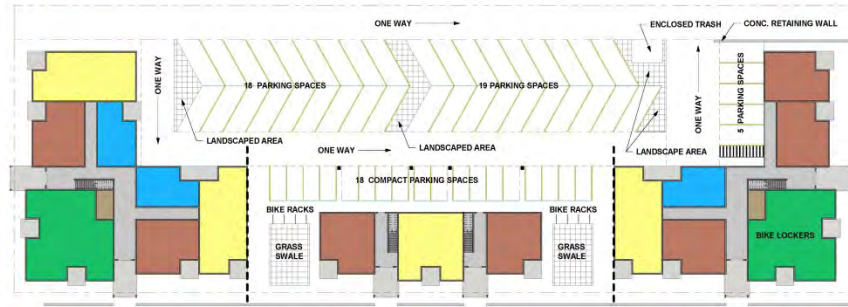
Property View From Mullan Avenue & 9th Street



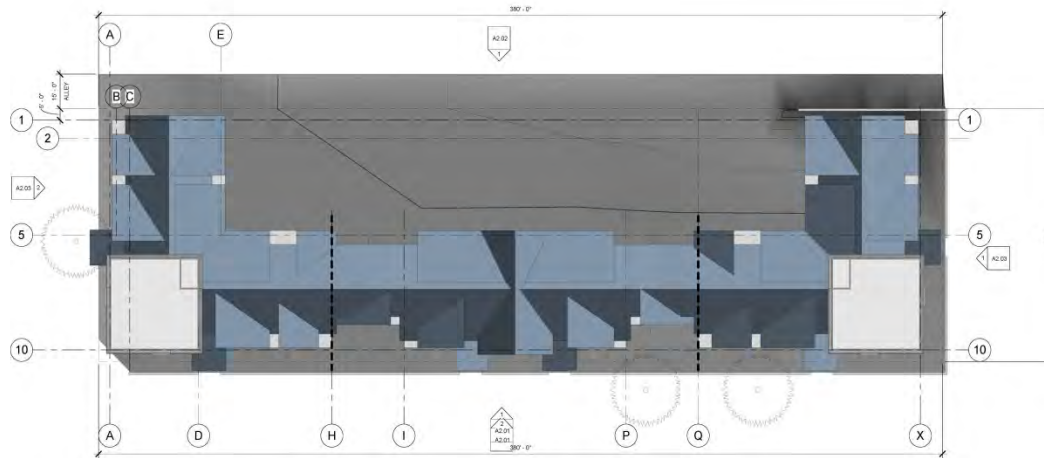
Property View From Mullan Avenue



Overall Site Plan:



① PARKING LAYOUT
1" = 20'-0"



② SITE w/ TOPOGRAPHY
1" = 20'-0"

No.	Date	Revisions

MOMENTUM
ARCHITECTURE

700-A, Wilson, 10-000, 10-000, 10-000, Suite 10-000, 10-000
P: 860-425-7381 F: 860-425-7382 www.momentumpartners.com

Project Number	1601
Project Phase	SCHEMATIC
Date	JANUARY 20, 2016
Drawn	RYAN E.
Checked By	TM W.

Sustainable
Solutions, LLC

THE LAKE
APARTMENTS

821 E. Miller Ave., Cedar Grove, WI 53014
SITE TOPOGRAPHY & PARKING PLAN

GLENN CONSTRUCTION
CONSTRUCTION

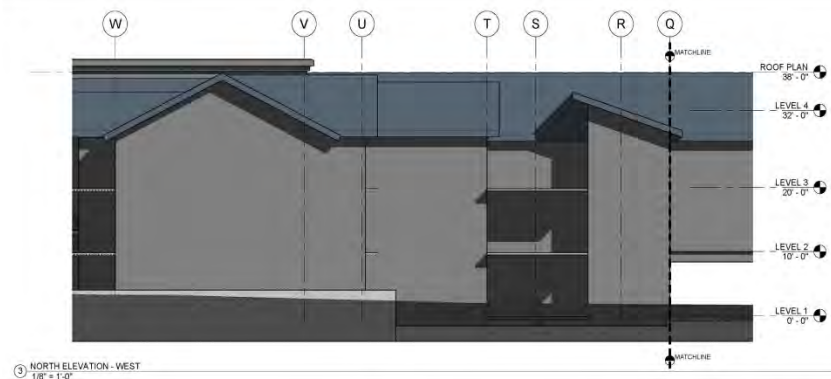
140 Cherry St., Suite 200, Madison, WI 53703
P: 608-261-9013 E: glenn@glennconstruction.com

A0.02

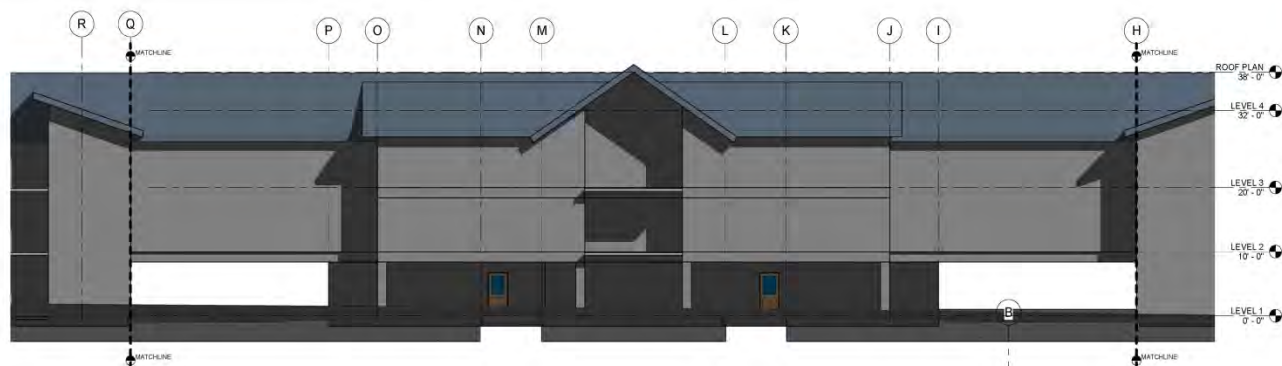
Scale 1" = 20'-0"

8/21/2015 1:54:29 PM

North Elevation



③ NORTH ELEVATION - WEST
1/8" = 1'-0"



② NORTH ELEVATION - MIDDLE
1/8" = 1'-0"



① NORTH ELEVATION - EAST
 $1/8" = 1'-0"$

[illegible]

MOMENTUM
ARCHITECTURE

Tim A. Wilson, MCABD 112 Hazel Avenue, Studio B, Coeur d'Alene, ID 83814

Project Number	1601
Project Phase	Project Status
Date:	JANUARY 20, 2016
Drawn by	Author



**THE LAKE
APARTMENTS**
821 E. Mullan Ave. Coeur d'Alene, ID 83814
NORTH ELEVATION



A2.02

Scale: $1/8" = 1'$

East & West Elevation



MOMENTUM ARCHITECTURE 1000 10th Avenue, Suite 1000, Boulder, CO 80502 303.440.1000		No. _____ Date _____ Revised _____
Project Name: _____ Project Number: _____ Date: _____ Drawn by: _____ Checked by: _____	Sustainable Design Solutions 1000 10th Avenue, Suite 1000, Boulder, CO 80502 303.440.1000	THE LAKE APARTMENTS 1000 10th Avenue, Suite 1000, Boulder, CO 80502 EAST & WEST ELEVATION
A2.03		

REQUESTED F.A.R. DESIGN BONUSES (Minor Amenities):

BASE: .5

Streetscape Features: .2

Upgraded Building Materials: .2

Preservation of Grand Scale Tree: .2

Alley Enhancements: .2

In addition to the above-requested bonuses, the applicant is also asking the Community Planning Director for an approval of the use of Bike Lockers, or “Bicyclist Accommodations” in lieu of parking for a portion of the project. (See below code section).

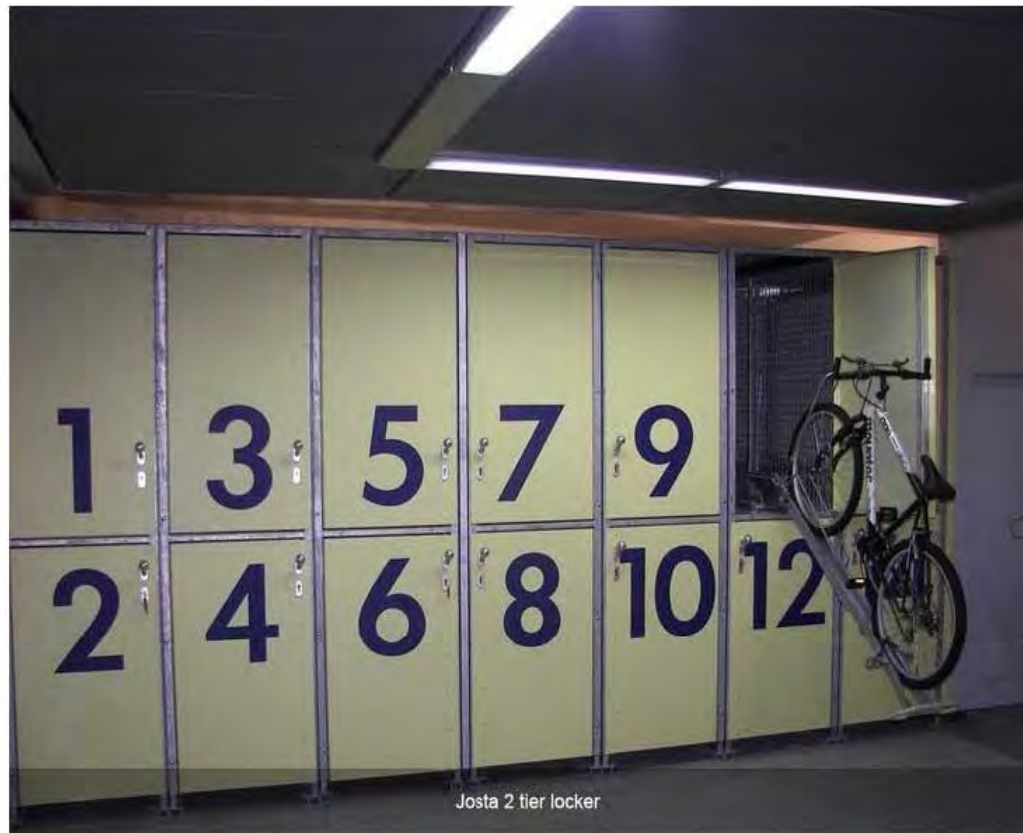
Bicyclist Accommodations

17.44.200 E. Bicyclist Accommodations: The planning director may authorize a fifteen percent (15%) reduction in the number of required off street parking spaces for developments or uses that make special provision to accommodate bicyclists. Examples of accommodations include enclosed bicycle lockers, employee shower facilities and dressing areas for employees. A reduction in parking may not be granted merely for providing outdoor bicycle parking spaces. (Ord. 3403, 2011)

▪ **Evaluation:**

The Design Review Commission may discuss, based upon the information before them, whether the provision of bicycle accommodations supports authorizing a parking reduction. The Community Planning Director is seeking input from the DRC as the project moves to the Second and then the Final meeting.

PROPOSED BIKE LOCKERS



Mullan Avenue Apartments Concept

Coeur d'Alene, Idaho

ght 2015 Momentum Architecture, Inc.



Design Departures:

The applicant has not requested a design departure.

Design Guidelines For Consideration Are As Follows:

DO-E

- General Landscaping
- Screening of Parking Lots
- Screening of Trash/Service Areas
- Lighting Intensity
- Screening of Rooftop Mechanical Equipment
- Curb Cuts: Width and Spacing
 - Parking Lot Landscape
- Location of Parking
- Grand Scale Trees
- Identity Elements
- Fences Next to Sidewalks
- Walls Next to Sidewalks
- Curbside Planting Strips
- Unique Historic Features
- Entrances
- Orientation to the Street
- Treatment of Blank Walls
- Integration of Signs with Architecture
- Creative/Individuality of Signs

Action:

The Design Review Commission will provide feedback to the applicant and staff on how the applicable design guidelines affect and enhance the project. The DRC will provide direction to the applicant as the project progresses to the DRC second meeting, and may suggest changes or recommendations to the proposed project.

THANK YOU!

**DESIGN REVIEW COMMISSION
MEETING MINUTES
JUNE 23, 2016
Old Council Chambers**

COMMISSIONERS PRESENT:

George Ives, Chairman
Jon Ingalls
Mike Dodge
Jef Lemmon
Rich McKernan
Tom Messina
Rick Green
Michael Pereira (alternate)
Joshua Gore (alternate)

STAFF MEMBERS PRESENT:

Tami Stroud, Planner
Shana Stuhlmiller, Administrative Assistant

COMMISSIONERS ABSENT:

None

CALL TO ORDER:

Chairman Ives brought the meeting to order at 12:00 p.m.

APPROVAL OF MINUTES:

Motion by Ingalls, seconded by Messina, to approve the meeting minutes from May 12, 2016. Motion approved.

PUBLIC COMMENTS:

None

STAFF COMMENTS:

Ms. Stroud announced that Hilary Anderson, Community Planning Director, is working on code modifications for the Design Review process, and a workshop will be scheduled to review the modifications.

COMMISSION COMMENTS:

Chairman Ives went over the rules for the first meeting.

NEW BUSINESS:

1. Applicant: Mary Farnsworth, U.S. Forest Service
Location: 3600 W. Nursery Road
Request: Mary Farnsworth, representing the U.S. Forest Service, is requesting the Design Review Commission's Early Design Consultation for the construction of a two-story office building totaling +/- 31,268 square feet, and a one-story warehouse building totaling +/- 30,565 square feet. The subject property is within the C-17L (Commercial Limited at 17 units/acre) **(DR-2-16)**

Ms. Stroud provided an overview of the project.

Public comment open:

Mark Shoup, Forest Service applicant, stated that this request is for the construction of a two-story office building and a one-story warehouse building. He explained where the two buildings are proposed on the site plan, and added that they are also providing a trail head on their site.

Ms. Stroud explained a list of items the Design Review Commission may consider during this first meeting.

Commissioner Ingalls stated that he remembers when this request was heard by the Planning Commission a couple years ago, and during the public testimony, many of the residents came forward requesting that they would like a buffer of trees between the building and their property. He stated that the neighborhood had referenced the Hecla Building and if the building can be positioned similarly - with trees surrounding the building, so it can't be seen. He then stated that he would like to see the sidewalks be continued on Kathleen Avenue, the proposed landscaping for the site and street trees, and would like more details about those items.

Chairman Ives stated this will be a great project and a good fit with the neighborhood.

Motion by Ingalls, seconded by Lemmon, to move to a second meeting for Item DR-2-16. Motion approved.

2. Applicant: DLR Properties
Location: 722 N. 4th Street
Request: DLR Properties is requesting the Design Review Commission's Early Design Consultation for the construction of a 3-story structure to include (8) 1br. Residential units totaling 4,478 sq.ft. The subject property is within the Midtown Overlay District (MO) zoning district. **(DR-3-16)**

Ms. Stroud presented a Power Point explaining the project and explained that there is an existing tree that has been on the property for many years on the abutting property to the east, along the property line and is of some concern for the neighbor. After discussing this project with Kate Kosanke, City Urban Forester, she encouraged the applicant to protect the tree roots that extend over the property line and follow best practices.

Public Comment open:

Tim Wilson, applicant representative, explained that this is new construction of an approximately 4,878 sq.ft. 8 unit apartment complex consisting of single bedroom layouts developed along 4th Street in the Midtown Overlay District. He stated that they will be placing the building closer to 4th Street with the home designed similar to the adjacent neighbors. He stated that nothing will happen to the tree.

Commissioner Lemmon stated that from looking at the design of the building, it looks like the front doors will be facing 4th street, and questioned if the applicant can explain what these doors will look like.

Mr. Wilson stated that the front doors facing 4th Street will be designed to have large glass windows placed in the door, and decks on the front portion of the building.

Commissioner Ingalls stated he is concerned with the massing since this building will be impacting the home to the south and inquired if the applicant intends to setback the building.

Mr. Wilson stated that they have not discussed this, but will have an answer at the next meeting what

they intend to do for setbacks.

Commissioner Lemmon Inquired if the applicant has a place where the garbage containers will be placed.

Mr. Wilson explained that the garbage container will be placed on the interior side of the lot in a contained area on the property.

Chairman Ives inquired if there is going to be some type of a vegetative screen between the building and the existing houses.

Mr. Wilson stated that there is an older fence on the property that they intend to use for that purpose.

Commissioner Messina inquired if the applicant intends to provide any additional landscaping to the property.

Mr. Wilson explained to the south of the property, there is an existing landscaping buffer and will work with staff if they feel additional landscaping is required.

Commissioner Lemmon inquired where the mechanical units will be placed and if they will be screened.

Mr. Wilson explained that the mechanical units that they have chosen for this project are smaller and will be screened.

Commissioner Ingalls stated for him the issue is with the scale of the wall and how it fits in with the adjacent building to the south.

Mr. Wilson noted that the drawings looked stretched out but they will take a look at it.

Yvonne Bright inquired how tall the fence will be on the property.

Mr. Chapman stated that they intend to place a 6 foot fence on the property.

Kevin Eskelin is the neighbor to the south and commented that he concurs with Commissioner Ingalls that when this building is constructed, the building will cast a shadow on his home and doesn't fit.

Lynn Schwendal commented that after looking at the pictures of the renderings that the big maple tree looks like it is on the fence line.

Greg Johnson stated that he lives in midtown and belongs to a group "Midtown Matters" who has seen the pictures of this building and that their group is excited to work with the applicant regarding how the design and massing of the building will fit with this area. He stated they feel that this project will be a great addition.

Commissioner Messina asked the applicant to take note of the comments from the midtown group and address their concerns.

Chairman Ives also asked that they look at the massing.

Motion by Ingalls, seconded by Lemmon, to proceed with a second meeting for Item DR-3-16. Motion approved.

3. Applicant: CDA Partners Mullan

Location: 821 E. Mullan Avenue

Request: CDA Partners is requesting the Design Review Commission's Early Design Consultation for the design and construction of (52) residential units totaling 55,552 sq.ft. The subject property is within the Infill Overlay District DO-E zoning districts. **(DR-4-16)**

Ms. Stroud gave an overview of the project to include the design and construction of 52 residential units totaling 55,552 sq.ft. The proposed project will be three stories tall and is located along Mullan Avenue between 8th and 9th Streets. She stated that the applicant has also discussed with staff FAR (Floor Area Ratio) bonuses and approval of the use of Bike lockers to reduce the parking requirements if this is allowed. She stated that Hilary Anderson, Community Planning Director, is seeking input from the Design Review Commission, to make the determination for the request.

Public testimony open:

Brian Glenn, applicant representative, stated that this property has been a problem and if this project is approved, it will be an upgrade to the neighborhood. He explained that they are asking for a reduction in parking that would replace those parking spaces with bike lockers that can be used by people living in the project to store various recreational equipment. He commented that they realize that parking is scarce in this area, but feels they hope to attract are people who go away in the winter and return in the summer. He stated that the existing trees are an important element to this area and when designing the building, intend to keep as many of the existing trees as possible. He commented that he will be meeting with Katie Kosanke, City Urban Forester, to discuss what trees can be removed, and which ones will remain. He addressed parking and stated that they are providing covered parking spaces in the back of the building. He continued that they would like to provide a roof top deck on the corner building and mimic Parkside. He stated that they would also like to have one-way only traffic in the alley.

Commissioner Lemmon inquired where the front of the building is in relation to the sidewalk.

Mr. Glen explained the property line is on the sidewalk.

Commissioner Ingalls inquired if the applicant could estimate the dimensions for the length of the block on Mullan.

Mr. Wilson estimated approximately 300 ft.

Commissioner Ingalls commented that after reviewing the site plan, a concern for him is the bulk and space of the building and is not in favor of giving up additional parking spaces.

Chairman Ives commented from reviewing the site plan and wanted to know what the "little" gray areas are on the site plan.

Mr. Wilson explained those areas are shaded that color to show where the grassy swales will be located.

Commissioner Ingalls stated he feels a walk-through will not eliminate the massing of the wall on the property, and would like them to reconsider the bulk and spacing.

Ms. Stroud stated that the Planning Director met with the applicant to discuss this issue and made the determination that the design of the walk-through could be connected by the roof.

Mr. Wilson explained that they intend to set the building back, so it won't look like a solid wall.

Commissioner Messina commented that's great if the Planning Director feels that is ok, but

questioned if the design of a continuous roof will fit within the Design Guidelines.

Chairman Ives stated if there is a conflict with the overlay regulations the DO-E (Downtown Overlay East) regulations come first.

Mr. Wilson stated they will be using different materials on this building to match as many of the residential elements into the design of the building. He stated that they have designed many jogs to the building, so it won't look like one continuous wall.

Mr. Glenn commented that the design of the front of the building was inspired from the design of the Morning Star Lodge in Kellogg.

Commissioner Lemmon stated that he has concerns with the front wall facing Mullan, and would like to see more work done, on reducing the elevation of the wall, so when people are using the Centennial Trail that won't be looking at a massive wall.

Mr. Glenn explained that, because we were restricted to what we were allowed to show at this first meeting, explained that they have a drawing that they will present at the second meeting that will be addressing the questions asked at this first meeting. He feels the connectors are important, because we are intending to put elevators on both ends of the building, so that people accessing the building will not have to walk to the other end to get to an elevator.

Commissioner Lemmon inquired if the mechanical units on the building are intended to be screened.

Mr. Glenn explained that the units are small and that they are sensitive regarding the noise and will provide screening around the units, so they are quiet and cannot be seen.

Chairman Ives inquired if the applicant is proposing to have underground utilities for this project.

Mr. Wilson stated that all the utilities will be underground.

Commissioner Lemmon inquired if staff feels that we should address the parking issue.

Ms. Stroud stated that the Community Planning Director has requested that the commission

Discuss and provide feedback whether they feel it's appropriate to reduce parking in lieu of bicycle accommodations (bike lockers) for eight parking spaces, so she can make a determination on the request.

Commissioner Ingalls stated that he is not in favor of replacing parking spaces with bike lockers.

Commissioner Lemmon inquired how many parking stalls would be eliminated.

Mr. Wilson stated that they want to eliminate eight stalls, which is a 15% reduction to the number of required off-street parking spaces for developments.

Ms. Stroud explained that the number of stalls to be eliminated is based on the number of units in the project.

Commissioner Lemmon stated that he could go either way, and stated that we do live in North Idaho with the majority of bikes goes away in the winter.

Mr. Glenn explained that he hopes the majority of tenants will be going away in the winter with maybe a few left. He stated that this project will be seasonal.

Commissioner Ingalls stated this area struggles with parking. He loves the bikes but this doesn't solve the parking. He feels this is a unique site with parking lanes.

Chairman Ives inquired if Commissioner Ingalls would do a compromise of four instead of eight.

Commissioner Ingalls stated that he would not be in favor of eliminating half the parking stalls, because it goes against the Design Guidelines.

Commissioner Periera stated that he could go either way. He concurs with Commissioner Ingalls that parking is a concern in this area.

Mr. Glenn stated that he feels a lot of people who live in these units will be a "snowbird" and feels that the elimination of eight parking spaces will not make a difference. He commented that the parking lot will be big enough to accommodate the people living in the units.

Commissioner Mckernan stated he feels that he would agree to three parking stalls removed, but not eliminating eight. He also agrees that parking is critical in this area.

Commissioner Lemmon stated that he could agree to eliminate four and not eight because parking is critical in this area.

Chairman Ives summarized the discussion from the commission regarding the 15% reduction of parking that the commission would like to see a compromise between the applicant and the city.

Mr. Glenn stated that he would like to have more input on the roof connectors, so he can come back with what the commission wants.

Chairman Ives stated he would like to see something done with the roof lines that included some design enhancements

Commissioner Ingalls disagrees that the use of the roof connectors splits the buildings and all that is seen is a big wall. He appreciates the efforts from the applicant on this project, but feels more discussion is needed before this is approved.

Public testimony open.

Joe Morris, President of the East Mullan Home Owners Association, explained the history of how this group was formed and because of different types of projects designated for this area worked with the city to come up with Design Standards, specifically designed for this area, which is now known as the Downtown Overlay East (DO-E). He commented that his group has reviewed the plans for this project and suggested a few items for the commission to consider before they make a decision and they are: Height limits limited to 35 feet, bulk and spacing, a break in the buildings every 100 feet, reduce congestion in the alley, and don't allow deviations for the bike lockers.

Ken Snyder stated that he lives behind this property and has concerns with the parking in the alley and hopes the air conditioning units will be screened and, don't give up valuable parking spaces for bike lockers.

Rita Snyder stated that this property is surrounded on all sides with single family homes and for people living in this area, the only place to park is on the street and feels giving up parking spaces for a bike locker should not be allowed.

John Kelly stated that he is the founder of Bike CDA and applauds the developer for giving up parking

stalls for a bike locker. He stated that Mullan Avenue is a major arterial for the biking community and feels by eliminating a few parking stalls will attract people from the biking community which will be a positive for this area.

Al Fields stated that he lives in the neighborhood and is restoring a 111 year old house. He commented that he is concerned about the mass of the building and is not looking forward to having a big building next to his property. He also stated that he doesn't approve of the bike locker.

Lisa Stratton stated that she has lived in this area for eight years and enjoys how quiet this area is. She concurs that parking is an issue, and inquired if the applicant could design parking underground to not eliminate the extra parking spaces for this project.

Dean Morra feels that by having the alley one-way will be a disaster if the developer won't widen the alley for the additional traffic. He stated that he is a sunbather and has a six-foot fence in the back of his property to allow him the privacy of sunbathing and feels with the height of this building next to his property, his privacy will be violated.

Commissioner Ingalls stated that this project has a many positives; however, massing is an issue and does not agree to give up parking spaces as parking is scarce in this area.

Motion by Ingalls, seconded by Gore, to proceed with a second meeting. Motion approved.

4. Applicant: Cory Trapp
Location: 710 Mullan Avenue, City Hall
Request: Minor Alterations/Façade Improvements (**DR-5-16**)

Cory Trapp stated that he has been hired by the city to do a remodel and addition to the existing city hall. The remodel will reorganize the various departmental offices and remodel the former city council chambers allowing the Criminal Legal staff to move onsite and to accommodate future growth in the various departments. Additionally, the current Customer Service Center will be enhanced and streamlined to accommodate a one-stop shopping concept. He stated that in city hall, they have an elevator that is not ADA compliant and a new entry will be on the lower level with the remodel that will provide a redesign of the existing elevator and provide a one-way entrance into city hall with increased security.

Ms. Stroud explained that because this is a minor alteration, it only requires one meeting. She stated that the design for the remodel has not been approved by the city council.

Commissioner Gore agrees to the concept of the main entrance at the lower level.

Mr. Trapp stated having one entry into city hall will help with security.

Commissioner Gore inquired how staff parking would be impacted with the lower level main entry.

Mr. Trapp commented there has always been confusion regarding the front entry location and with relocating it to the lower-level; parking will also be directed to the lower level parking lot.

Motion by Lemmon, seconded by Gore, to forgo a second meeting. Motion approved.

Motion by Lemmon, seconded by Ingalls, to adjourn the meeting. Motion approved unanimously.

The meeting was adjourned at 2:34 p.m.

Prepared by Shana Stuhlmiller, Administrative Assistant

2nd MEETING

JULY 28, 2016

(DR-4-16) LAKE APARTMENTS

821 E. MULLAN AVENUE

DESIGN REVIEW COMMISSION STAFF REPORT

FROM: **TAMI STROUD, PLANNER**
DATE: **JULY 28, 2016**
SUBJECT: **DR-4-16: REQUEST FOR A SECOND MEETING WITH THE DESIGN REVIEW COMMISSION FOR A 49-UNIT RESIDENTIAL DEVELOPMENT LOCATED WITHIN THE DO-E INFILL OVERLAY DISTRICT**

LOCATION: 821 EAST MULLAN AVENUE

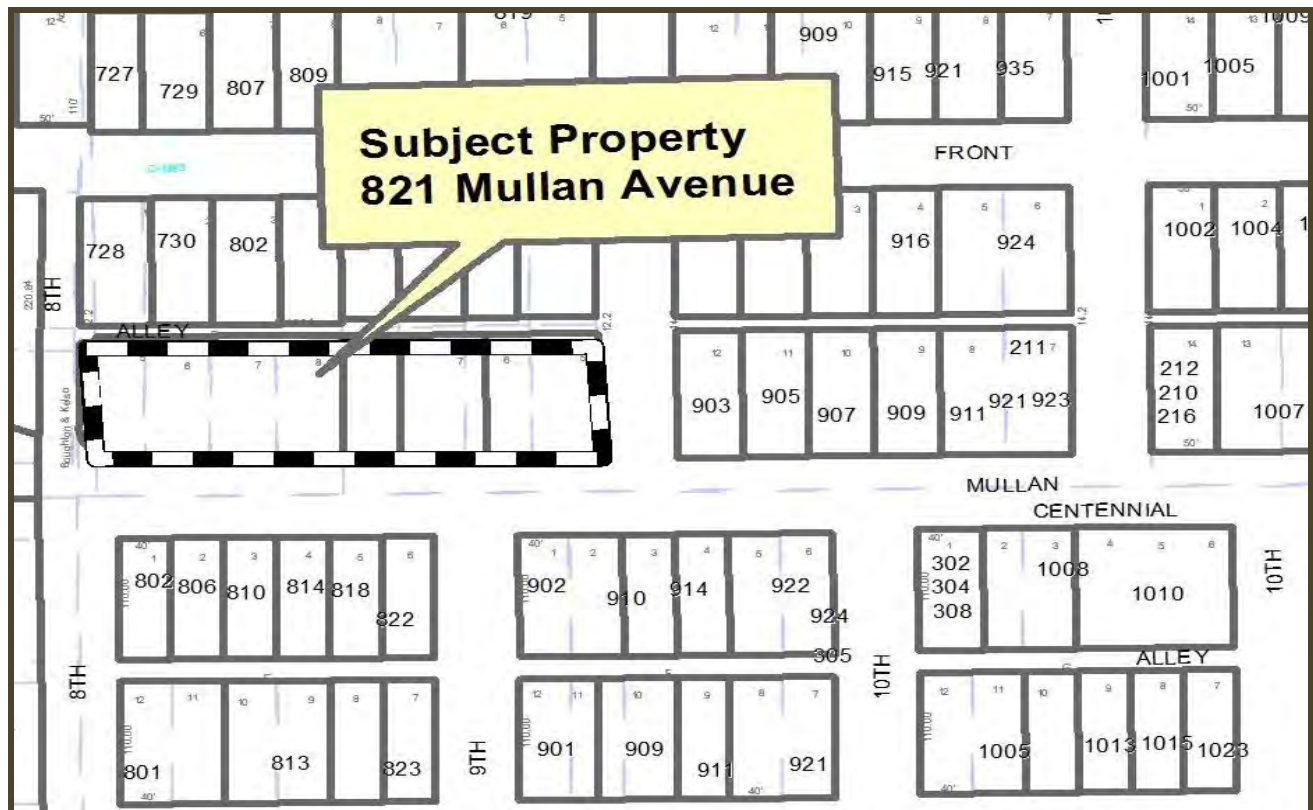
APPLICANT/OWNER
CDA Partners Mullan
140 Cherry Street, #201
Hamilton, MT 59840

ARCHITECT:
Momentum Architecture
112 Hazel Avenue, Suite B
Coeur d'Alene, ID 83814

SITE MAP: Tim Wilson on behalf of Coeur d'Alene Partners Mullan is requesting a second meeting with the Design Review Commission, for a 49-unit residential development. This would replace the Shady Pines apartment complex located on the site. The property is currently within the Downtown Overlay – Eastside District (DO-E) Infill District.

ACTION: The Design Review Commission will provide feedback to the Applicant and ensure that the proposed structure meets the intent of the Downtown Overlay – Eastside District (DO-E) Design Guidelines. The Commission may provide direction to the Applicant to rectify aspects of the design, to bring it more into compliance with the design guidelines.

SITE MAP:



GENERAL INFORMATION:

17.09.320: A. Development applicants shall seek to engage with the City review processes as soon as possible, before numerous substantive design decisions are made and fixed. Therefore, initial meetings with the City shall not include definitive designs, but rather broader descriptions of the development program and objectives, the constraints and opportunities presented by the site, and an analysis of the neighborhood setting that surrounds the site. The City intends to work in a collaborative fashion so that the outcome can meet both the goals of the City and the applicant, as well as address concerns of people who live and own property and businesses in close proximity to the development.

A. AERIAL VIEWS:



B. PROJECT ANALYSIS

The applicant is requesting a Second Meeting with the Design Review Commission for the construction of a residential building in the Downtown Overlay-Eastside (DO-E) Infill District. The property is 1.022 acres located between 8th and 9th Streets along Mullan Avenue. The original proposal was for 52 residential units. The applicant has reduced the number to 49 units and a total of 51,220 square feet. The proposed access is to the rear of the two-way public alley. The parking will be located to the rear of the proposed residential units.

The applicant is required to provide 62 parking stalls, however; they have requested a parking reduction for the provision of bike lockers in lieu of 4 parking stalls. If the parking reduction is granted, the project would include 58 parking stalls. Should the reduction for parking be denied, the applicant will need to provide all of the required parking.

The applicant's Project Summary is included below:

MOMENTUM

ARCHITECTURE, Inc.

112 Hazel Avenue, Studio B ~ Coeur d'Alene, ID 83814 : Ph. 208+664 4251 : Fax 208+765 9871

June 12th, 2016 Revised 7.14.16

Ms. Hilary Anderson
Community Planning Director
City of Coeur d'Alene – City Hall
Coeur d'Alene, ID 83814

Dear Hilary,

On behalf of the Owners Group – 'CDA Partners Mullan' we are requesting a variance to the Eastside Overlay District zoned parking requirement for the proposed 821 E. Mullan Avenue Apartments Facility which currently is in the Design Review Process. The project proposed consists of 49 units and the zoned parking criteria requires 61.75 stalls for its overall unit count. In an effort to maintain a consistent residential look at all three streetscapes (8th Street, Mullan Ave., and 9th Street) we have designed a U shaped facility with a screened from street-view parking area consisting of 58 stalls including 15 compact stalls which is accessed from the alley as discussed with your department. We propose an interior secured area providing a minimum of 24 Bike Lockers for residents use in lieu of the 4 parking stalls shy of the zoned parking count (refer to picture attached for concept and site plan submitted for Design review). The site will also be provided with the minimum City required Exterior Bike stalls. This facility will encourage strong bicycle traffic/pedestrian uses due to its close proximity to downtown area and services. We request your approval to allow this substitution.

Thank you for your consideration. Please call if you have any questions

Sincerely,



Tim A. Wilson, NCARB
Principal Architect/Owner
Momentum Architecture, Inc.
timw@momentumarch.com

cc: Brian Glenn

Momentum Architecture, Inc.

On June 23, 2016, the Design Review Commission met with the applicant and asked that they provide additional information with regard to the below items:

- Bulk and space of the building;
- Massing of the wall; and the connectors won't eliminate the concern;
- Concerns with the front wall facing Mullan Avenue. Consider reducing the elevation of that wall so when people are on Centennial Trail they are not looking at a wall;
- Provide additional information about the A/C units. Location and how they will be screened;
- Consider looking at the roof lines that include some design enhancements.

The Applicant has submitted updated renderings for the proposal.

C. REQUESTED DESIGN DEPARTURES:

The applicant has requested two design departures for "The Lake Apartment project".

➤ **Roof Pitch:**

Intent:

To ensure that rooflines present a distinct profile and appearance for the building and express the neighborhood character.

Standards:

Roof pitch shall have a minimum slope of 4:12 and a maximum slope of 12:12.

The applicant has proposed a "flat roof" on the west and east corner buildings of the project as seen on the updated conceptual plans. The applicant stated in his request that the addition of the "flat roofs" on the corner buildings is to break up the overall sloped roof appearance and provide a commercial-looking design element blending with the nearby commercial facilities.

The applicant has provided additional information in his letter addressed to the Community Planning Director, requesting a Design Departure for the guideline as noted above for "Roof Pitch" included in the packet.

➤ **Bulk and Spacing:**

Intent:

To retain the scale of buildings in the neighborhood.

Standards:

The maximum horizontal dimension of a building facing a street should be no more than 100 feet.

A minimum 15 foot separation should be maintained between buildings that face the street.

The applicant has designed the proposed structure to include "Building Connectors" at the second floor level between the three major buildings. The areas are designed to provide an internal pedestrian and accessible path between the buildings common areas, and the individual units. The applicant has stated that the three buildings meet the 100' length guideline for "Bulk and Spacing" and are separated by 29.5' at the west wing and 42.5' at the east wing. The connectors are set back from the street and placed at the rear side of the structure near the parking lot. This design is in response to the DRC feedback to break up the building. The public will be able to see under and over the connectors. They are designed primarily with glass to also see through the connectors. The intent of the connector is to provide a sense of separation.

The applicant has provided additional information in his letter addressed to the Community Planning Director, requesting a Design Departure for the guideline as noted above for "Bulk and Spacing", included in the packet.

D. REQUESTED F.A.R. DESIGN BONUSES (Minor Amenities):

BASE: 0.5

Streetscape Features: 0.2

Upgraded Building Materials: 0.2

Preservation of Grand Scale Tree: 0.2

Alley Enhancements: 0.2

In addition to the above-requested bonuses, the applicant is also asking the Community Planning Director for an approval of the use of Bike Lockers, or "Bicyclist Accommodations" in lieu of parking for a portion of the project. (See below code section).

17.44.200 E. Bicyclist Accommodations: The planning director may authorize a fifteen percent (15%) reduction in the number of required off street parking spaces for developments or uses that make special provision to accommodate bicyclists. Examples of accommodations include enclosed bicycle lockers, employee shower facilities and dressing areas for employees. A reduction in parking may not be granted merely for providing outdoor bicycle parking spaces. (Ord. 3403, 2011)

UNITS BY BEDROOM SIZE		SQ. FT PER UNIT
STUDIO	4	442-504 SQ FT
1 BEDROOM	31	562-745 SQ FT
2 BEDROOM	11	774-971 SQ FT
3 BEDROOM	3	1,382-1,581 SQ FT
COMMON AREA CORRIDORS & ELEVATOR		
TOTAL BUILDING	49 UNITS	51,220 SQ FT

USAGE INFORMATION

CONCEPT PROPOSED BIKE LOCKERS

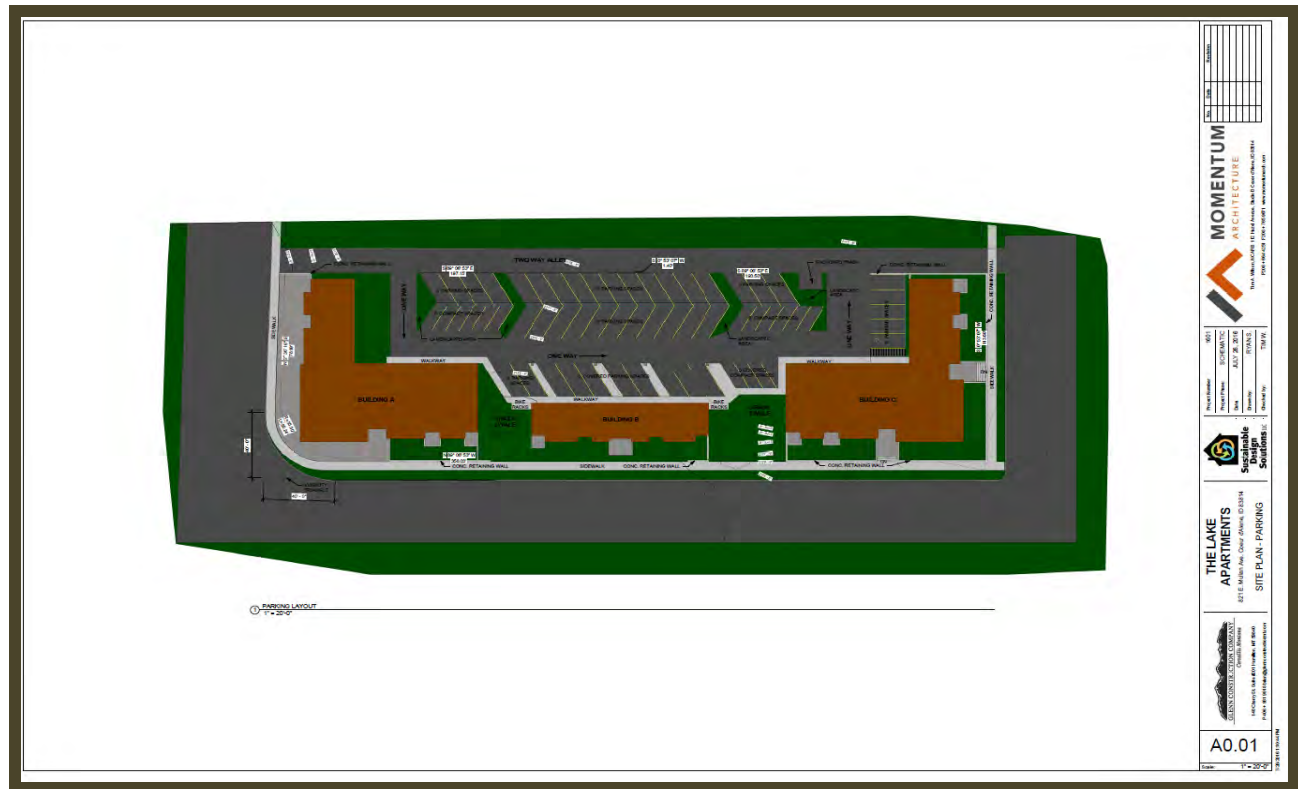


Evaluation:

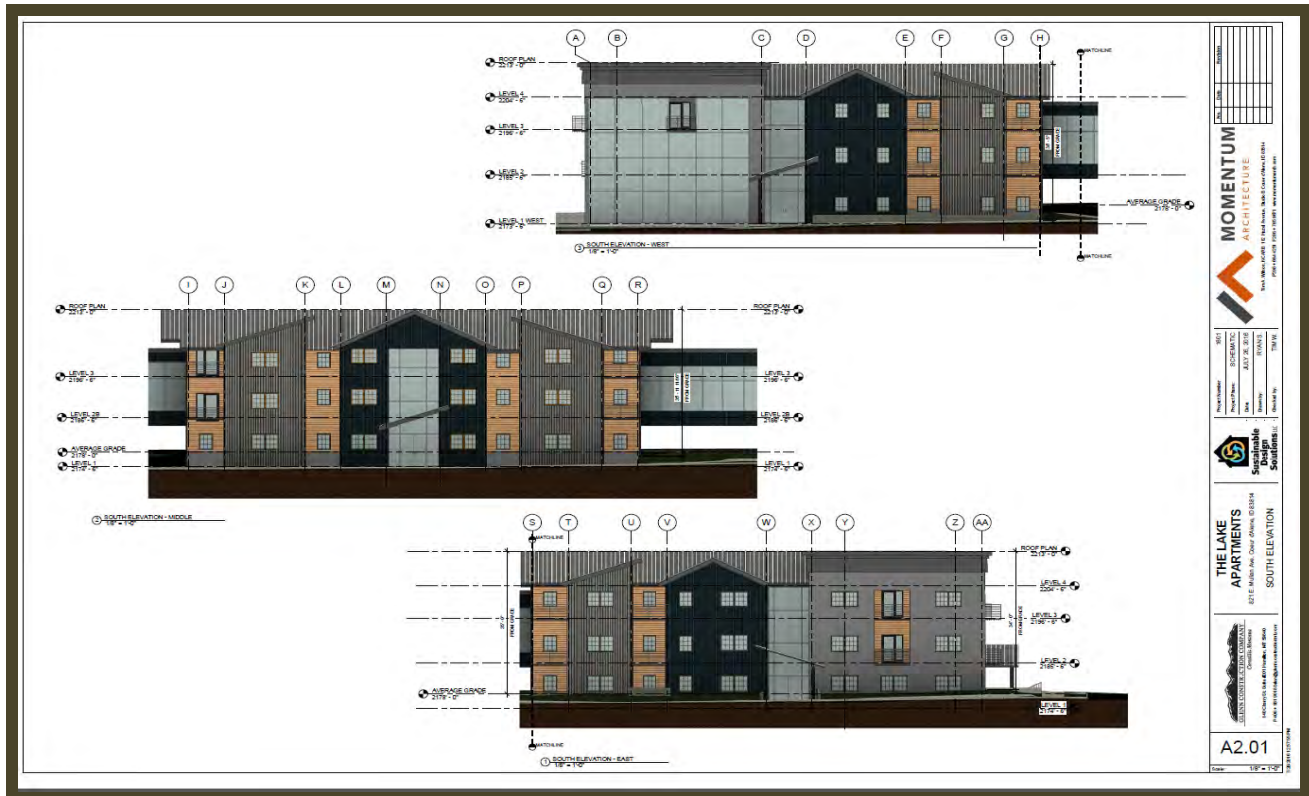
The Community Planning Director will make a determination for the applicant's request for a parking reduction of 4 spaces, in lieu of proposed bicycle accommodations (bike lockers). The Community Planning Director will review the input from the DRC's last meeting with regard to the request, and make the final determination.

E. NEIGHBORHOOD CONTEXT:**PROPERTY VIEW FROM 8TH STREET & MULLAN AVENUE LOOKING NORTH**

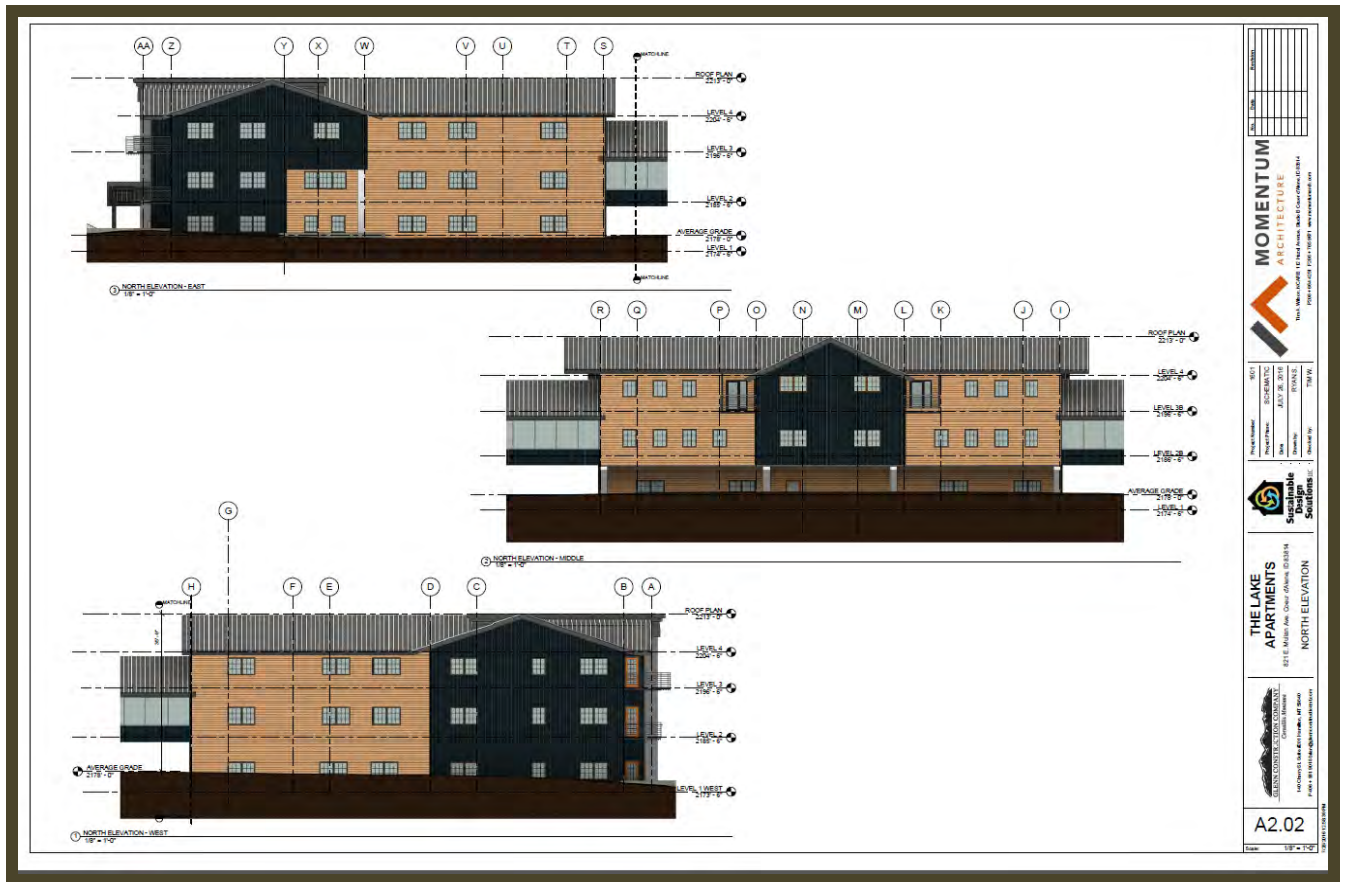
SITE PLAN PARKING



SOUTH ELEVATION



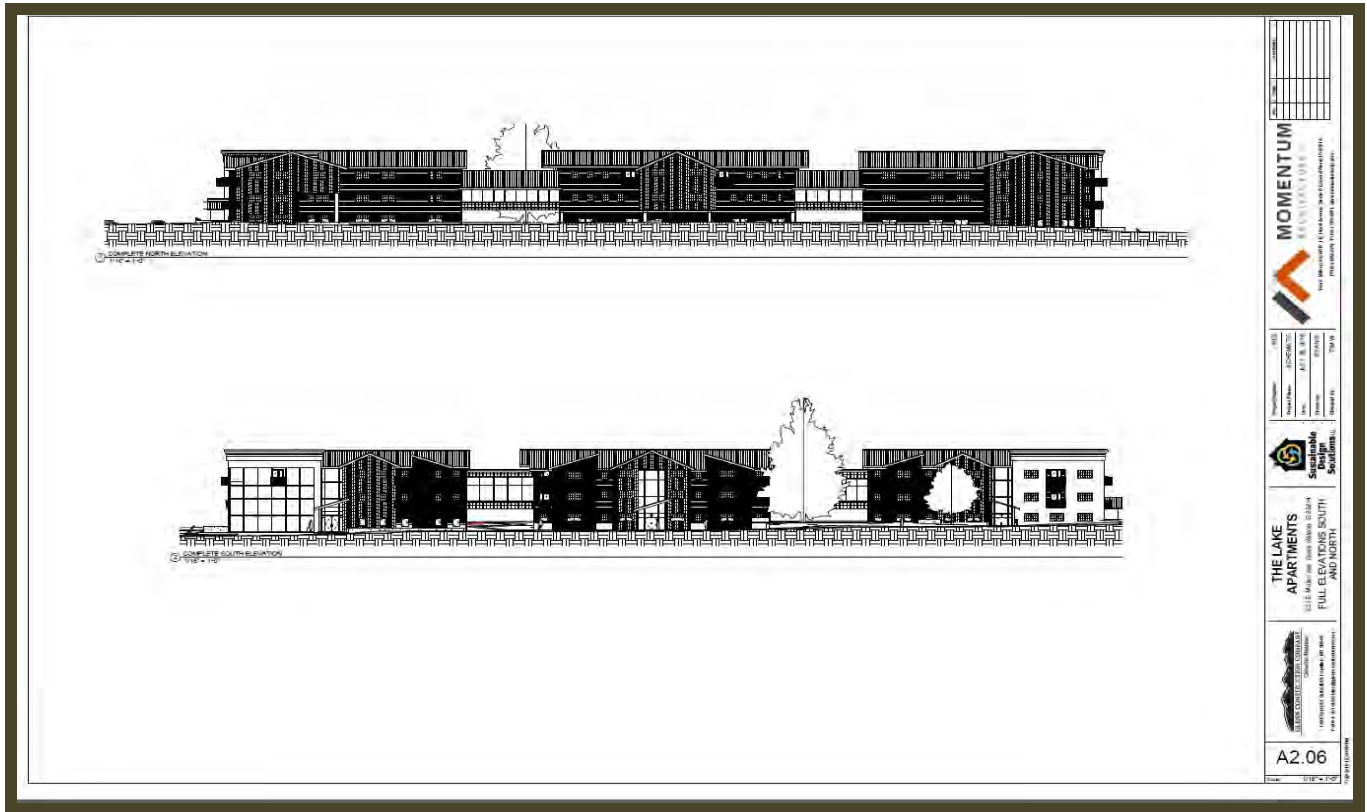
NORTH ELEVATION- EAST



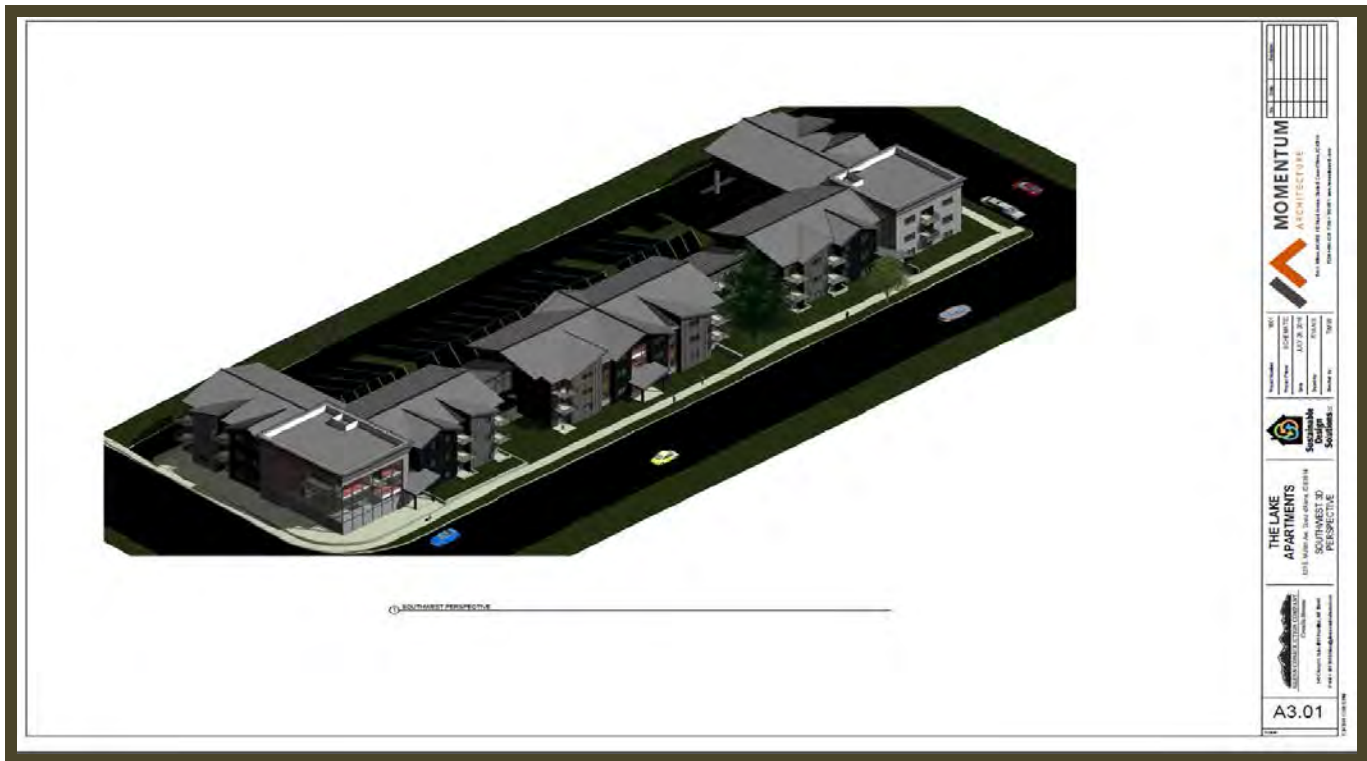
EAST ELEVATION



NORTH & SOUTH ELEVATION



SOUTHWEST 3D PERSPECTIVE



NORTHEAST 3D PERSPECTIVE



During the second meeting with Design Review Commission, discussion includes:

The site plan with major landscaped areas, parking, access, sidewalks and amenities; and elevations of the conceptual design for all sides of the proposal; and perspective sketches (but not finished renderings); and a conceptual model is strongly suggested (this can be a computer model).

Design guidelines for consideration are as follows:

DO-E

- General Landscaping
- Screening of Parking Lots
- Screening of Trash/Service Areas
- Lighting Intensity
- Screening of Rooftop Mechanical Equipment
- Curb Cuts: Width and Spacing
- Parking Lot Landscape
- Location of Parking
- Grand Scale Trees
- Identity Elements
- Fences Next to Sidewalks
- Walls Next to Sidewalks

- Curbside Planting Strips
- Unique Historic Features
- Entrances
- Orientation to the Street
- Treatment of Blank Walls
- Integration of Signs with Architecture
- Creative/Individuality of Signs

The Design Review Commission may suggest changes or recommendations to the applicant prior to the final meeting.

ACTION: The Design Review Commission will provide feedback to the Applicant and ensure that the proposed structure meets the intent of the Infill Overlay District (DO-E). The Commission may provide direction to the Applicant to rectify aspects of the design to bring it more into compliance with the design guidelines.

During the final meeting with Design Review Commission, discussion includes:

Refined site plan and elevations; large scale drawings of entry, street level façade, site amenities; samples of materials and colors; and finished perspective renderings.

The last step will be the third and final meeting with the Design Review Commission. The Design Review Commission may suggest changes or recommendations to the Applicant prior to the third meeting before rendering a decision to approve, approve with conditions, or deny the design. The DRC also has the option to waive the final meeting and render a decision during the second meeting.

MOMENTUM

ARCHITECTURE, Inc.

112 Hazel Avenue, Studio B ~ Coeur d'Alene, ID 83814 : Ph. 208+664 4251 : Fax 208+765 9671

July 20th, 2016

Ms. Hilary Anderson
Community Planning Director
City of Coeur d'Alene – City Hall
Coeur d'Alene, ID 83814

Dear Hilary,

On behalf of the Owners Group – 'CDA Partners Mullan' we are requesting three design departures from the Eastside Overlay District guidelines for the proposed 821 E. Mullan Avenue Apartments Facility which currently is in the Design Review Process. They are as follows:

1. Reduced parking stalls via: ADDED Bike Lockers per letter submitted to you 7/14/16.
2. We have designed 'Flat Roofs' in lieu of the sloped roof guideline at the west and east end corners of the project. This is proposed to provide a break to the overall sloped roof appearance and provide a commercial design element blending with the nearby commercial development facilities. The majority of the project is designed with several sloped rooflines throughout. The 'Flat Roof' areas are to provide rooftop access for common areas for the residents including outdoor patio seating/BBQ areas/views of the lake and be provided with several softened landscape beds. The look is designed to provide a transition feel blending residential/commercial elements which this neighborhood has both of. The roofline at these corner locations is provided with a parapet profile which acts as a guardrail for residents and also provides screening for the several air conditioner units provided for the facility. Refer to the drawings/renderings and concept diagram for visual representation.
3. We have designed 'Building Connectors' at the second floor level between the three major mass building components. This is a departure to the 'Building Bulk and Spacing' guideline. The 'Connectors' are designed to provide a vital internal pedestrian and Accessible path between the buildings common areas (ie: roof top patio's/children's area/exercise room and the internal bike locker/kayak storage/mailroom areas) and the individual residential units. The 3 buildings meet the 100 feet length guideline and are separated by the distances of 29.5' at the west wing and 42.5' at the east wing. The 'Connectors' are set back from the street and placed at the rear side near the parking area. We have dropped the roofline of the 'Connectors' at the request of the DRC to provide a visual break of

the overall roofline of the structures. The Public will be able to see under and over the 'Connectors'. They are also designed primarily with glass to see through the 'Connectors'. The concept of 'seeing through' these walkways provides a strong sense of building separation. Several jogs to the building facade have been provided to break up the bulk/mass of the building. Refer to the drawings/renderings for visual representation.

We feel these items enhance the overall project and do not provide a negative impact on the neighborhood or comprehensive plan.

Thank you for your consideration. Please call if you have any questions.

Sincerely,

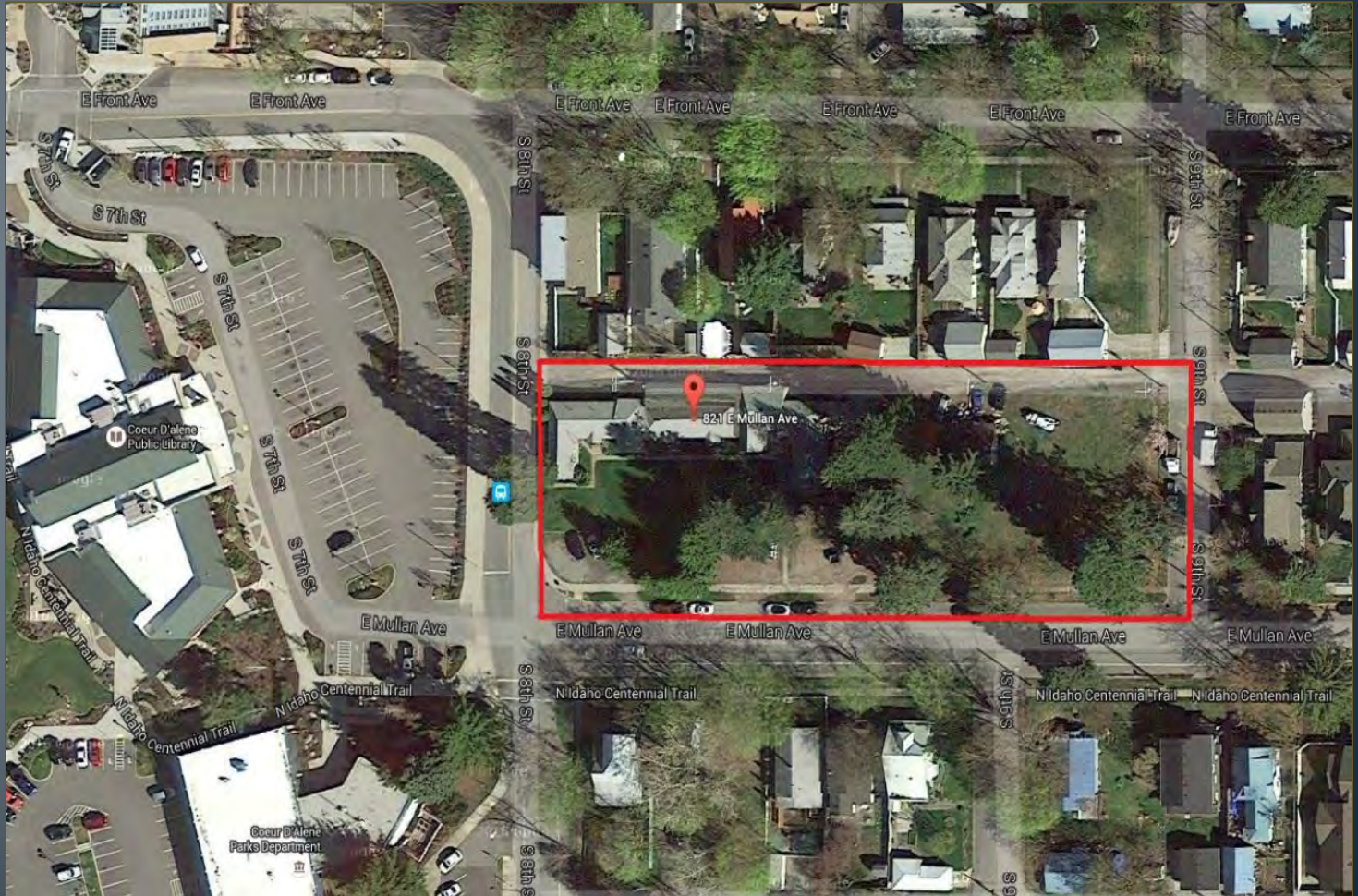
A handwritten signature in blue ink that reads "Tim A. Wilson". The signature is fluid and cursive, with a long horizontal line extending to the right.

Tim A. Wilson, NCARB
Principal Architect/Owner
Momentum Architecture, Inc.
timw@momentumarch.com

cc: Brian Glenn

Design Review (DR-4-16) 821 East Mullan Avenue JULY 28, 2016 @ 12:00 p.m.

SECOND MEETING



Design Review Commission

2

Second Meeting.

The intent of the second meeting is to review the project based on the feedback and direction for the design of the structure and site given at the previous meeting.

Public comment is limited to 30 minutes. All comments must pertain only to design elements.

Design Considerations.

The board shall determine whether the proposal complies with adopted design standards and guidelines applicable to the district within which it is located.

Materials for review:

- A site plan with major landscaped areas, parking, access, sidewalks and amenities.
- Elevations of the conceptual design for all sides of the proposal.
- Perspective sketches (but not finished renderings).
- A conceptual model is strongly suggested (this can be a computer model).

The design guidelines can be discussed and suggested to the applicant to incorporate into the design of the structure and site.



Decision Point.

The Board shall have the authority to deny the proposal, approve the proposal, or approve it with specified conditions. **In no event may the board approve increases in allowable building height or Floor Area Ratio.**

The commission can:

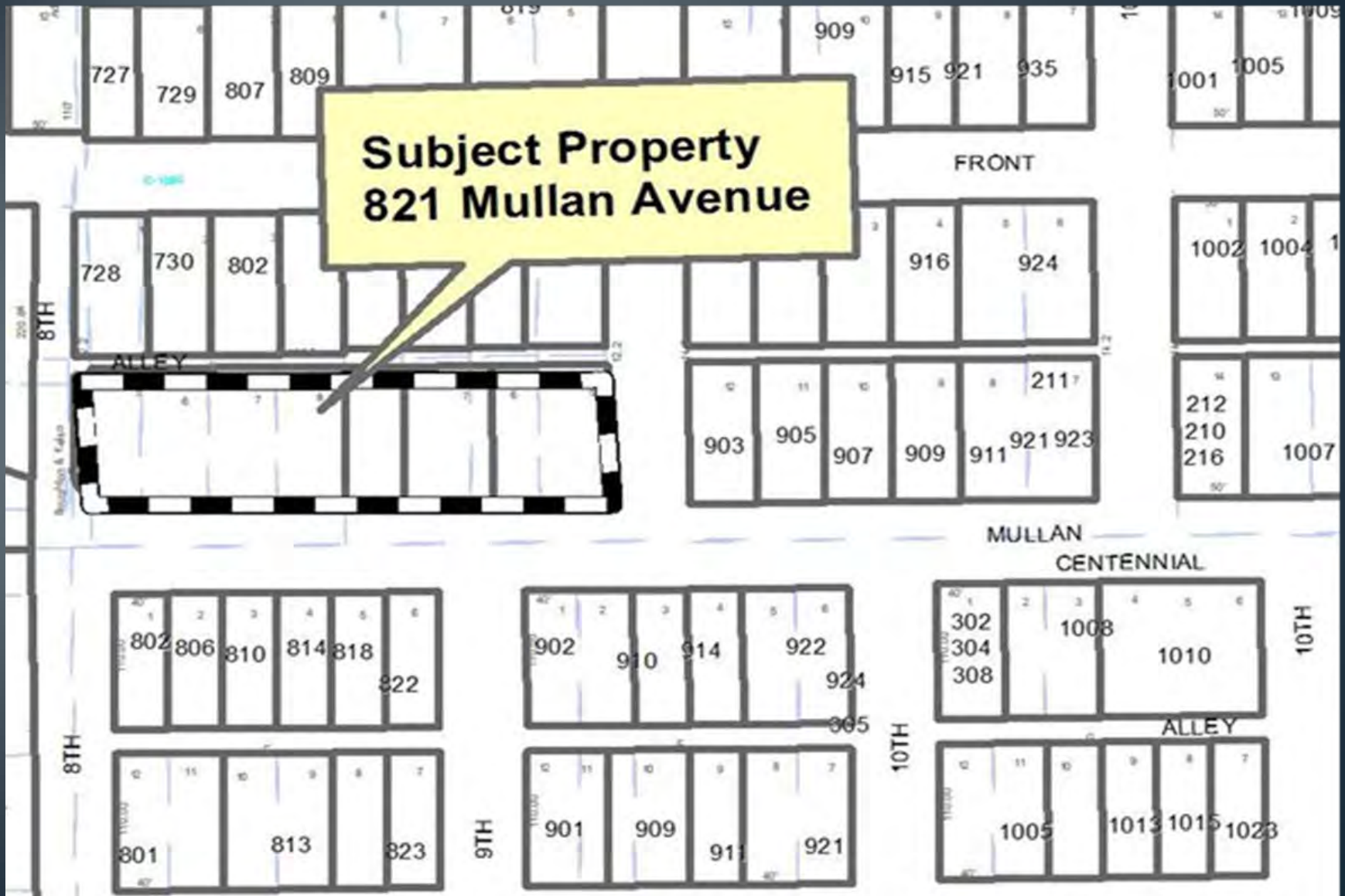
Make a motion that the applicant provide additional specific details that pertain to the structure and design.

IF A FINAL MEETING: Vote to approve, deny, or approve it with specified conditions.

Continue until a third and final meeting

The commission may apply its collective judgment to determine how well a project comports with the standards and guidelines and may impose conditions to ensure better or more effective compliance. The commission is authorized to give direction to an applicant to rectify aspects of the design to bring it more into compliance.

SUBJECT PROPERTY ~ 821 EAST MULLAN AVENUE



Property View From 8th Street & Mullan Avenue



DECISION POINT:

- **CDA Partners Mullan are requesting a second meeting with the Design Review commission, for the design and construction of a 49-unit residential development. This would replace the Shady Pines apartment complex located on the site.**
- **The property is zoned Downtown Overlay – Eastside District (DO-E).**

DISCUSSION:

On June 23, 2016, the Design Review Commission met with the applicant and asked that they provide additional information with regard to the below items:

- Bulk and space of the building;
- Massing of the wall; and the connectors;
- Concerns with the front wall facing Mullan Avenue. Consider reducing the elevation of that wall, so when people are on the Centennial Trail they are not looking at a wall;
- Provide additional information about the A/C units. Location and how they will be screened;
- Consider looking at the roof lines that include some design enhancements.

UNITS BY BEDROOM SIZE**SQ. FT PER UNIT**

STUDIO	4	442-504 SQ FT
1 BEDROOM	31	562-745 SQ FT
2 BEDROOM	11	774-971 SQ FT
3 BEDROOM	3	1,382-1,581 SQ FT

COMMON AREA
CORRIDORS & ELEVATOR

TOTAL BUILDING	49 UNITS	51,220 SQ FT
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USAGE INFORMATION

REQUESTED F.A.R. DESIGN BONUSES (Minor Amenities):

BASE: .5

Streetscape Features: .2

Upgraded Building Materials: .2

Preservation of Grand Scale Tree: .2

Alley Enhancements: .2

In addition to the above-requested bonuses, the applicant is also asking the Community Planning Director for an approval of the use of Bike Lockers, or “Bicyclist Accommodations” in lieu of parking for a portion of the project. (See below code section).

PROPOSED BIKE LOCKERS



Mullan Avenue Apartments Concept

Coeur d'Alene, Idaho

Bicyclist Accommodations

17.44.200 E. Bicyclist Accommodations: The planning director may authorize a fifteen percent (15%) reduction in the number of required off street parking spaces for developments or uses that make special provision to accommodate bicyclists. Examples of accommodations include enclosed bicycle lockers, employee shower facilities and dressing areas for employees. A reduction in parking may not be granted merely for providing outdoor bicycle parking spaces. (Ord. 3403, 2011)

Requested Design Departure:

Roof Pitch:

Intent:

To ensure that rooflines present a distinct profile and appearance for the building and express the neighborhood character.

Standards:

Roof pitch shall have a minimum slope of 4:12 and a maximum slope of 12:12.

Requested Design Departure:

Bulk and Spacing:

Intent:

To retain the scale of buildings in the neighborhood.

Standards:

The maximum horizontal dimension of a building facing a street should be no more than 100 feet.

A minimum 15 foot separation should be maintained between buildings that face the street

REQUESTED DESIGN DEPARTURES:

ROOF PITCH / BULK & SPACING



SITE PLAN PARKING



0' 100'

A0.01

THE LAKE APARTMENTS
1000 Lake Street, Suite 100
Lakeview, IL 60057
Site Plan - Final Plan

THE LAKE APARTMENTS
1000 Lake Street, Suite 100
Lakeview, IL 60057
Site Plan - Final Plan

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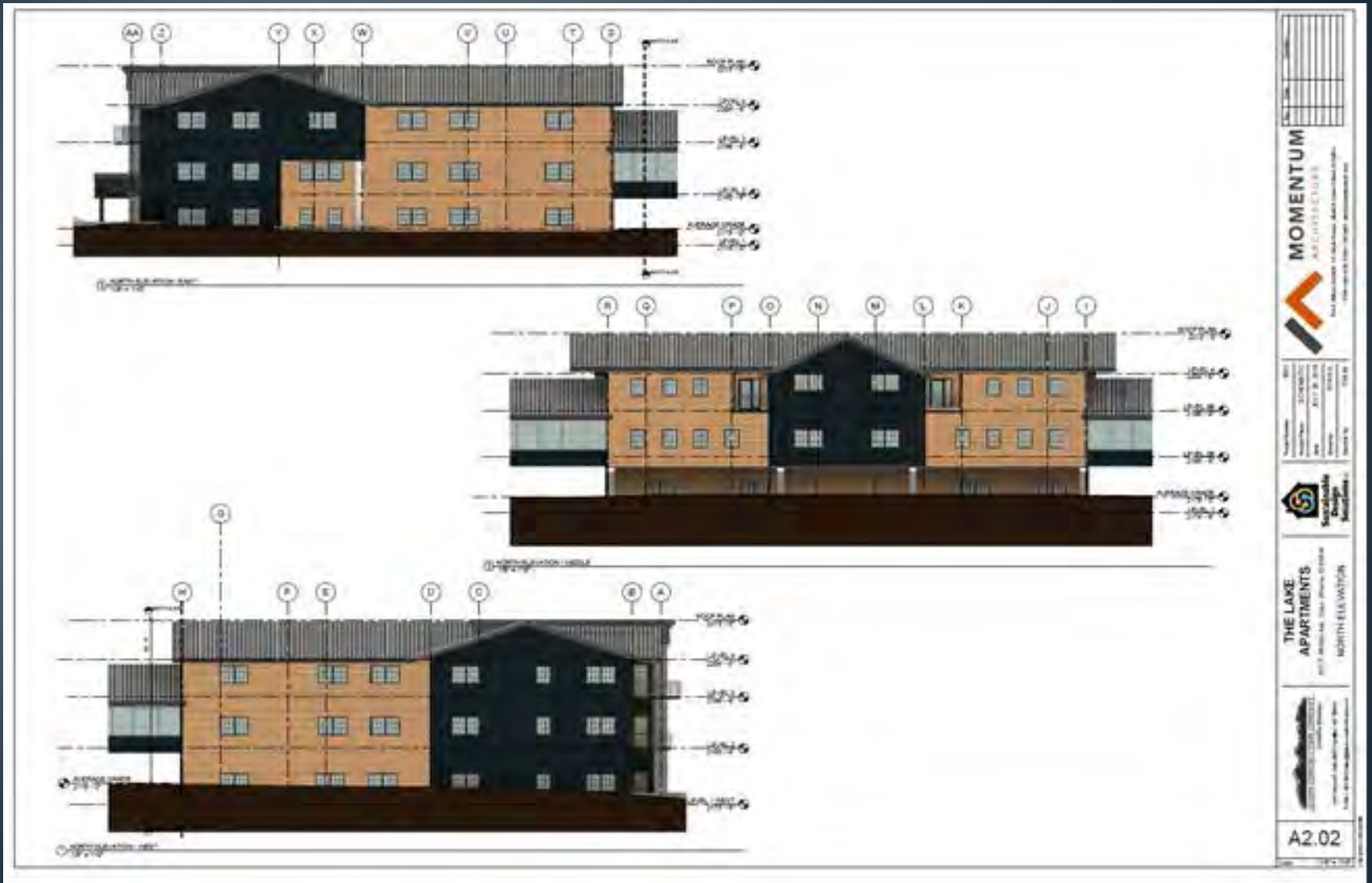
THE LAKE APARTMENTS
1000 Lake Street, Suite 100
Lakeview, IL 60057
Site Plan - Final Plan

THE LAKE APARTMENTS
1000 Lake Street, Suite 100
Lakeview, IL 60057
Site Plan - Final Plan

SOUTH ELEVATION



NORTH ELEVATION



EAST & WEST ELEVATION



NO.	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		



NO.	DATE	REVISION
1		
2		
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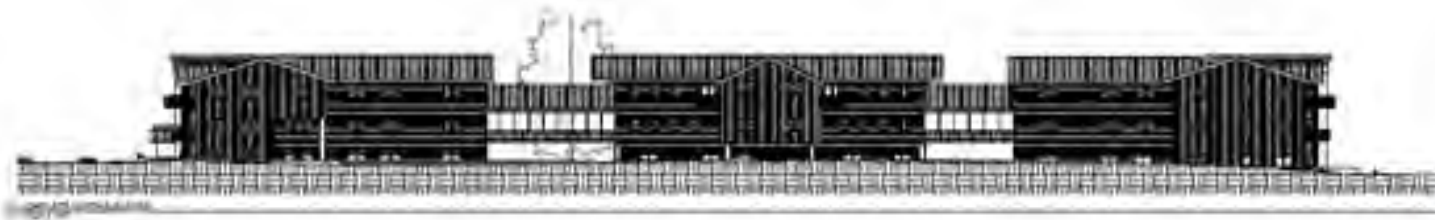


THE LAKE APARTMENTS
 1000 S. Main Street, Suite 1000
 East & West Elevation



A2 03

FULL ELEVATIONS SOUTH & NORTH



NO.	DATE
1	10/1/2010
2	10/1/2010
3	10/1/2010
4	10/1/2010
5	10/1/2010
6	10/1/2010
7	10/1/2010
8	10/1/2010
9	10/1/2010
10	10/1/2010

MOMENTUM
ARCHITECTS
1000 10th Avenue, Suite 100
Boulder, CO 80502
303.440.1000
www.momentumarchitects.com



Project Name	THE LAKE APARTMENTS
Project Address	1000 10th Avenue, Suite 100
Project City	Boulder, CO
Project State	CO
Project Zip	80502
Project Phone	303.440.1000
Project Email	www.momentumarchitects.com



THE LAKE APARTMENTS
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A2.06

SOUTHWEST 3D PERSPECTIVE



© 2013 The Lake Apartments

DATE	2013.08.01
BY	ARCHITECT
NO.	1
REV.	
DATE	
BY	
NO.	
REV.	
DATE	
BY	
NO.	
REV.	



PROJECT	THE LAKE APARTMENTS
LOCATION	1011 10th St, SW, Seattle, WA 98104
DATE	2013.08.01
NO.	1
REV.	
DATE	
BY	
NO.	
REV.	
DATE	
BY	
NO.	
REV.	




THE LAKE APARTMENTS
1011 10th St, SW, Seattle, WA 98104
SOUTHWEST 3D
PERSPECTIVE




A3.01

A 3D architectural rendering of a proposed multi-story residential building complex. The complex consists of several interconnected buildings with dark grey roofs and light-colored facades. A large parking lot with numerous parking spaces is situated in front of the buildings. The area is landscaped with green grass and some trees. The rendering is shown from an elevated perspective, highlighting the layout and scale of the development.

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A3.02




LANDSCAPE CONSTRUCTION CONCEPTS
Landscape Architecture

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Email: info@landscapeconstruction.com

THE LAKE APARTMENTS


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PERKINS+KLEIN



Speculable Design Solutions

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MOMENTUM ARCHITECTURE

1000 10th Ave. Suite 1000, San Diego, CA 92121
Phone: (619) 594-1100 Fax: (619) 594-1101
Email: info@momentumarch.com

Area	Size	Notes
Area 1	10,000 sq. ft.	10,000 sq. ft.
Area 2	10,000 sq. ft.	10,000 sq. ft.
Area 3	10,000 sq. ft.	10,000 sq. ft.
Area 4	10,000 sq. ft.	10,000 sq. ft.
Area 5	10,000 sq. ft.	10,000 sq. ft.
Area 6	10,000 sq. ft.	10,000 sq. ft.
Area 7	10,000 sq. ft.	10,000 sq. ft.
Area 8	10,000 sq. ft.	10,000 sq. ft.
Area 9	10,000 sq. ft.	10,000 sq. ft.
Area 10	10,000 sq. ft.	10,000 sq. ft.



EXTERIOR MATERIAL
IMAGES 1

EXTERIOR CONCEPT IMAGES



ROOFTOP COMMON AREA



SIDEWALK/PLANTER/ENTRY



EXTERIOR MATERIAL
IMAGES 2



PLANTER/BENCHES



COMMON AREA BBQ

Mullan Avenue Apartments Concept

Coeur d'Alene, Idaho

CONCRETE RETAINING WALLS



PROPOSED EXTERIOR FINISH
MATERIALS



Mullan Avenue Apartments Concept
Coeur d'Alene, Idaho

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Design Guidelines For Consideration Are As Follows:

DO-E

- General Landscaping
- Screening of Parking Lots
- Screening of Trash/Service Areas
- Lighting Intensity
- Screening of Rooftop Mechanical Equipment
- Curb Cuts: Width and Spacing
 - Parking Lot Landscape
- Location of Parking
- Grand Scale Trees
- Identity Elements
- Fences Next to Sidewalks
- Walls Next to Sidewalks
- Curbside Planting Strips
- Unique Historic Features
- Entrances
- Orientation to the Street
- Treatment of Blank Walls
- Integration of Signs with Architecture
- Creative/Individuality of Signs

Action:

The Design Review Commission will provide feedback to the Applicant and staff regarding how the applicable design guidelines affect and enhance the project. The DRC will provide direction to the applicant as the project progresses to the DRC second meeting, and may suggest changes or recommendations to the proposed project.

ACTION:

The Design Review Commission will provide feedback to the Applicant and ensure that the proposed structure meets the intent of the Infill Overlay District (DO-E). The Commission may provide direction to the Applicant to rectify aspects of the design, to bring it more into compliance with the design guidelines.

The last step will be the third and final meeting with the Design Review Commission. The Design Review Commission may suggest changes or recommendations to the Applicant prior to the third meeting - before rendering a decision to approve, approve with conditions, or deny the design. The DRC also has the option to waive the final meeting and render a decision during the second meeting.

THANK YOU!

SOUTHWEST 3-D VIEW



NORTHWEST 3-D VIEW



GLENN CONSTRUCTION COMPANY



SHANNON CALLAGHAN
INTERIOR ARCHITECTURE & DESIGN

The Lake Apartments
Coeur d'Alene, Idaho

MOMENTUM
ARCHITECTURE

Sustainable
Design
Solutions

MULLAN 3-D VIEW



**DESIGN REVIEW COMMISSION
MINUTES
JULY 28, 2016
LIBRARY COMMUNITY ROOM
702 FRONT AVENUE**

COMMISSIONERS PRESENT:

George Ives, Chairman
Jon Ingalls
Mike Dodge
Jef Lemmon
Rich McKernan
Tom Messina
Rick Green
Michael Pereira, (Alternate)
Joshua Gore, (Alternate)

STAFF MEMBERS PRESENT:

Tami Stroud, Planner
Shana Stuhlmiller, Admin. Assistant
Hilary Anderson, Community Planning Director (12:20)
Randy Adams, Deputy City Attorney

COMMISSIONERS ABSENT:

Rick Green
Rich McKernan

CALL TO ORDER:

The meeting was called to order by Chairman Ives at 12:00 p.m.

APPROVAL OF MINUTES:

Motion by Ingalls, seconded by Lemmon, to approve the minutes of the Design Review meeting on June 23, 2016. Motion approved.

COMMISSION COMMENTS:

None.

STAFF COMMENTS:

None.

PUBLIC COMMENTS:

None.

NEW BUSINESS:

1. Applicant: Monte Miller
Location: 504 E. Sherman
Request: Miller/Stauffer Architects on behalf of the Community First Bank are requesting approval for construction of an east side ramp, brick and exposed wood refurbishment, and the addition of horizontal flush steel siding, located at the above-noted address in the Downtown Core (DC) zoning district. **(DR-6-16)**.

Tami Stroud, Planner presented the staff report and answered questions from the Commission.

There were no questions for staff.

Public testimony open.

Dick Stauffer, Applicant representative, stated he would be brief and described the changes that will be made to the building. He explained that the existing building is a brick building with some metal. He stated that the proposed changes will include a new ramp on the east side of the building under the existing roof overhang. The existing brick will be patched, acid washed, and sealed. He explained the only proposed change to the exterior finish is the proposed horizontal flush steel siding that will cover the existing brick columns along the east, and a portion of north elevations. He commented that the roof has been removed and will be replaced. He feels that when done, this will be a much needed improvement to the existing building and asked if the Commission had any questions.

Commissioner Lemmon inquired if the large monument sign will be replaced.

Mr. Stauffer explained that the monument sign will be replaced with illuminated sign letters mounted on a west facing wood louvered sign screen. He stated that a rendering is provided showing how the sign will look on the building.

Chairman Ives inquired if this is in compliance with lighting code.

Mr. Stauffer commented that with the back light application, the lighting is retained by the building and not illuminated to the surrounding properties.

Public testimony closed.

Discussion:

Commissioner Ingalls feels that the changes proposed to the existing building will be a great improvement to this building.

Motion by Ingalls, seconded by Gore, to approve Item. Motion approved.

ROLL CALL:

Commissioner Ingalls	Voted	Aye
Commissioner Dodge	Voted	Aye
Commissioner Lemmon	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Green	Voted	Aye
Commissioner Pereira	Voted	Aye
Commissioner Gore	Voted	Aye

Motion to approve carried by a vote.

2. Applicant: DLR Properties

Location: 722 N. 4th Street

Request: DLR Properties is requesting a second meeting with the Design Review Commission for the construction of a 3-story structure to include (8) 1-bedroom Residential units totaling 4,478 sq. ft. The subject property is within the Midtown Overlay District (MO) zoning district. **(DR-3-16)**.

Tami Stroud, Planner presented the staff report and answered questions from the Commission.

She stated that on June 23, 2016 the Design Review Commission met with the applicant and asked for additional information regarding the following items: Massing and impact on neighbor to the south; Service and trash area; Vegetative parking lot screening where the parking lot abuts the street; and Demonstrate how the design fits into the area. The applicant has not requested any Design Departures. She stated in the staff report the applicant has submitted updated information for the proposal dealing with the impact to the south and east of the property; the rear portion of the proposed apartment complex transitions to 2-stories, rather than the original proposal of 3-stories. She stated the third story loft and patio have been removed, and the roof was decreased 4'-5' in height on the rear portion of the structure, which is less than originally proposed. The applicant has also included an updated site plan that shows a proposed 5' tall fence along the south and east property boundaries. The service/trash areas are located on the interior side of the proposed parking lot and will be enclosed and screened.

Ms. Stroud indicated that a packet handout explains what items should be discussed at the Second Meeting.

Commissioner Ingalls stated the pivotal issue for him involves the setback for the building. Looking at the house at 718 4th Street, he is concerned if a 10-foot setback will make a difference for this home, and not the backyard.

Ms. Stroud commented that the applicant stated it meets the requirement, and referenced the Design Guideline where the language states "should", but has to make the intent. She stated the Applicant is here to further discuss how the building is setback on the property.

Commissioner Lemmon stated the building is set back 5 feet, and then a setback with a 10-foot buffer on that side.

Commissioner Ingalls referenced the guidelines when abutting a side yard of a single family residence that a minimum of 5 feet should be maintained. He is not convinced that the applicant has met this requirement.

Ms. Stroud stated that the applicant can address that setback guideline with his presentation.

Public testimony open.

Tim Wilson, applicant representative, stated that staff made a great presentation. Glad to be back. For the massing and impact to the neighbor on the south, we tried to draw the picture, and then added an angle with a dashed line across the top showing 95% of the building. This is below the required height, except on the corner front section of the building facing 4th Street front part of that structure goes above that dash line. The requirement is for a 5-foot setback and we provided a 10-foot setback. On the back of the building we intended to have three stories, but after meeting with the neighborhood decided to reduce that, in order to soften the look of the building to the east and the south.

Joe Chapman, DLR explained that the part of the building that extends above the dash line on the diagram shows the required height is only 1 foot 7 inches above that dash line. We feel a 10-foot buffer is very generous considering the design of the building.

Mr. Wilson stated that the dashline on the drawing is really how tall the building can be. To the neighbors on the south we are proposing trees as a buffer, as we want to be a good neighbor. He commented that the service/garbage will be located to the back of the building and will be enclosed. He explained when this

building was first designed; it had the garbage located at the front of the street. He indicated the vegetative parking screen is not a code requirement, but we will have a landscape buffer that blocks the building from the street. He explained how they picked the colors of the building; by looking at the surrounding buildings, and matching the colors of those buildings with the colors for this project. He referenced meeting with the neighbors recently, and they liked the brick on Kelly's and asked if the design on this building could incorporate brick on the façade also. Their intent is for the design of the building to blend from commercial to residential.

Mr. Chapman explained there was a lot of discussion with the neighbors about the big maple tree, and discussed the fence that was going along the back yard. We will have to stop when we run into the roots of the maple tree, and then we will have to protect the roots by providing a berm that will help keep the roots covered to protect the tree. He asked if the Commission had any questions, and would like to address all concerns during this meeting so they don't have to go to a third meeting.

Commissioner Ingalls inquired if the applicant would agree that a corner of the building goes above the required height; and is really seeking a departure, but by allowing this small departure the majority of the building is under the height requirement.

Mr. Wilson stated that is a true statement and the majority of the buildings are below the required height limit. He explained the area above the height limit is the corner of the building; which would only affect the home to the south, and felt that shouldn't be an impact.

Chairman Ives explained that the height limits in the Design Guidelines for this area is 45 feet, it is allowed, and the applicant is well below that limit with the design of his building.

Yvonne Bright stated she lives next door to the parking lot, and inquired about when they get ready to demolish the building, because that the building is full of lead paint. She inquired if there will be precautions to prevent the residue from going into the neighborhood.

Mr. Chapman explained they have hired a firm in Spokane that is bonded, and will meet all the safety requirements when this building is demolished.

Ms. Bright stated that she also had concerns about providing additional parking spaces - especially on Reid Street.

Chairman Ives stated the DRC can't talk about parking. He explained that the guidelines state one bedroom requires one parking stall. The Applicant has 10 stalls for eight units, and that meets the design guidelines.

Ms. Bright inquired if the applicant has done a traffic study. This is a small street with residential on one side and commercial on the other side. She feels this building is a beautiful building but it doesn't fit in the neighborhood.

Kevin Eskelin stated his house is located to the south. He is the next door neighbor, and he didn't see any pictures taken from across the street. He doesn't like the design of the building and feels it is "loud". He stated the Applicant ignored what is across the street. Looking at the pictures of the building this looks like commercial. He is concerned about the garbage placement as it will be in his backyard, and would like that moved closer to the street because of the smell. He would like to see pictures of the building on the side of the building showing windows. He does see a Third Meeting as necessary, because this design is being rushed and the current design of the building is intrusive.

Chairman Ives read the boundaries of the Mid-Town Overlay District, so the public would understand what the Commission must consider when making their decision.

Ms. Stroud stated originally the Applicant had the trash located to the front of the building, but because it states in the Design Standard that trash shall be placed away from the public right-of-way, and this is why the Applicant moved it to the back. The code does state that all trash areas are required to be screened.

Yvonne Stewart presented pictures to the Commission where her house is 10ft from the buildings. This is really close. This is on the south side of the house where their bedrooms are located. This is the only building in Mid-town that is three stories tall. The homes are older and she feels this building doesn't fit. Her house is one-story. She inquired when the overlay was written for this area. This is not fair. This is intrusive. The trash smells and please consider moving it.

Chairman Ives explained that the overlay regulations were adopted many years ago, and they required public hearings that lasted over a 3-year time span. The City hired a consultant to specifically prepare these guidelines. He stated that if anybody has concerns regarding these regulations to address those concerns to the Planning Commission. He then read the guidelines to the Commission, to remind them of the things they need to consider when making a decision.

Commissioner Messina stated he had three questions: 1) Why the fence stopped and was not continued, if that was a City regulation? 2) They show on the siteplan a 10-foot setback going to the building, and this is not including the pop-out that affects the roofline? 3) Does the Applicant know what the existing measurement is from the property line to the existing house?

Ms. Stroud explained that fencing is not a code requirement, but there are screening requirements for parking lots. Screening is not a requirement in the Mid-Town Overlay Zone.

Mr. Wilson explained that they could have stopped the fence at the parking lot, but decided to extend it farther down the property line. If the owner to the south wanted the fence to extended farther, they would consider that. He explained the renderings are showing more than what was required.

Commissioner Messina inquired why the fence stopped, and the setback of 10 feet included the pop-out? What is the setback from the existing house to the property line?

Commissioner Messina inquired how far the overhang extends.

Mr. Chapman explained the overhang is 32 inches.

Commissioner Messina questioned what the current setback is from the existing house to the property line?

Mr. Chapman explained that the existing house is not square and the survey stated it's about 13 feet from the back corner.

Commissioner Ingalls questioned the color renderings. His understanding of the Mid-town Design Guidelines are different, and feels they require a more gabled-type roof. He is sympathetic to the neighborhood in regards to this requirement. He feels there is a sloped roof, and wondered if the shed roof pop out (closer to 4th street), if that would slope North to South - it would give it a blend to soften the building.

Commissioner Gore felt by sloping the roof, as described by Commissioner Ingalls would make the building taller.

Chairman Ives stated that the applicant can go to 45 ft. if they want.

Commissioner Ingalls indicated if we push it one way, maybe the result is not what we want.

Mr. Wilson explained if we turned the shed and drop it down a bit, we still have the roof over the balcony, which would affect that roof line. He stated they tried to design the building so it would be taller facing Fourth Street, and drop it down toward the residential neighborhood.

Mr. Chapman stated this could be done but won't do the building any good.

Mr. Wilson stated they feel the design of the building fits with this neighborhood.

Commissioner Lemmon feels the building maybe doesn't fit what is next door, but fits Mid-Town. This is what Mid-Town is going for a mix. He likes the forms and shapes, and feels if brick could be added to the north side facing Kelly's that would help the building blend better. He stated the colors are bright, and questioned how those colors were chosen.

Mr. Wilson explained they got the color scheme of the buildings from the other buildings in the area. He stated on the renderings the colors do look bright, but feels when they are on the building they will not look that bright.

Commissioner Lemmon asked if staff could explain why the garbage cannot be placed closer to the street. He agrees with the neighbors, that the garbage dumpsters should be moved.

Ms. Stroud explained that in the in-fill requirements the Code states the garbage cannot be located next to the right-of-way.

Mr. Wilson feels that they would be glad to move the garbage dumpsters if they could.

Ms. Bright stated that Kelly's Pub next door has two dumpsters that are not screened.

Chairman Ives feels that maybe that situation is grandfathered in, but he is not familiar with the situation. He explained that the Commission can only make a decision on what is presented today. He further advised if this is a concern; to take it to a City Council meeting during the public comments section, to voice your concern.

Randy Adams, Deputy City Attorney suggested that Code Enforcement might be able to handle this request.

Commissioner Messina referenced the parking landscape area in the front where people will be coming into the project; and questioned if the dumpster could be located there, and wondered if that is considered "right-of-way"?

Ms. Stroud explained some of the Code language states "should", and this section of the Code dealing with trash/service areas says "Shall" place trash/service area away from the right-of-way.

Chairman Ives suggested that it shall be placed away from the right-of-way, and gives no indication how far from the right-of-way. He suggested they could move a parking space to the street side of the tree, and place the enclosure under the tree.

Commissioner Messina inquired if the applicant or architect for the project would be able to take away a parking space, to allow a trash/service container.

Mr. Wilson stated they could move it, but would lose one parking stall. He explained they have provided more parking than is required, but realize that parking is important in this area.

Commissioner Messina concurred with Commissioner Lemmon, and agreed with the purpose of having buildings like this in this area, and commended the Applicant for the design. The colors are appropriate and I feel the colors do blend in with the colors in Mid-Town. The design is new, and I am concerned about it being located 10 feet next to the neighbor and that it will be taller. I feel the fence should be moved down further to help buffer. He suggested the Applicant consider getting mature trees with some height, to block the windows and provide a buffer for the neighbors next door. The neighbors would like to look at landscaping rather than a building.

Commissioner Gore asked if the buildings could be squeezed together, to gain some more square footage.

Mr. Wilson explained that would be tight, since we have allowed a staircase to be between the buildings.

Commissioner Dodge stated he feels this project is an intrusion into the neighborhood. Due to the height and massing next to a neighbor, he feels the Commission should decide if this type of design should be allowed in this area, or do we need to retain some residential pockets in Coeur d'Alene? There are plenty of areas in Mid-town that this project could be located in. He stated this is "too much too close". He suggested the Applicant come back for a Third Meeting, and with a way for this building to become smaller, since it is more connected to the existing commercial and residential homes.

Commissioner Ingalls stated he agrees with the concerns of the neighbors to the south, and referenced the Findings on page 1 of the staff report listing the criteria we need to look at when making a decision.

Commissioner Dodge stated he understands the criteria we need to make a decision, but that doesn't change his feelings that this project will be an impact to the neighborhood.

Commissioner Ingalls stated that in order to make a decision, we have to look at the criteria that are in front of us.

Commissioner Dodge stated he disagrees, and there is language that states during the First Meeting which things to consider

Joe Chapman stated that if you go to the end of the block, the building is taller. Commissioner Pereira felt that the trash is great.

Public Testimony closed.

Discussion:

Commissioner Messina would like a third building "story board" with colors.

Motion by Messina, seconded by Dodge, to approve to go to the Second Meeting. Motion approved.

3. Applicant: CDA Partners Mullan
Location: 821 East Mullan Avenue
Request: CDA Partners is requesting a Second Meeting with the Design Review Commission, for the design and construction of (49) residential units totaling 5, 220 sq. ft. The subject property is within the Infill Overlay District DO-E Zoning District. **(DR-4-16)**.

Tami Stroud, Planner presented the staff report and answered questions from the Commission.

Hilary Anderson, Community Planning Director stated she appreciates all input. The City will not grant a reduction in parking. This is commendable. This is too much to reduce parking, but thank you for the input.

Commissioner Ingalls stated we are staying with the required parking spaces.

Commissioner Messina stated they have to come back with the design.

Commissioner Ingalls stated you made the right decision. This is a unique spot. No parking. He goes by Carrington Place Apartments and Rockford on Hanley. There is parking on Hanley and Carrington. We don't have spill out.

Ms. Anderson stated the parking lot requirements were reduced.

Jeremy Voeller thanked the Commission and their valuable vision for design. They were hoping this would be their final meeting. We started working on this project with the spirit of the overlay district. This project is on the western boundary of the Doe. We saw this as a transitional project, with a proposed mixed use. We approached this project with city and the governing guidelines.

Last month we took the input we received, and made design changes. We reduced the number of units to 49 to help with the parking requirement, and created three (3) buildings. Mr. Voeller described the building connectors. Last month was a two-story connector, and now this is a one-story connector.

They will maintain the distance between the buildings, and the connector came in between 15 feet of the buildings. 29 ½ and 49 ½. This was part of the intent. The corner will have glass and a more commercial use, and blend with the residential on the side. Along the building on 8th and Mullan, we have balconies. Design departures involved the pitched roof and we are asking for a departure to a flat roof. Our intent is to mask the mechanical equipment. We plan to utilize the roof for the mechanical equipment. The flat roofs take up 14% of the structure, and could be used as patios.

Commissioner Pereira stated all the units are residential units, and the second story will have conference rooms.

Mr. Voeller stated they are keeping the 24 bike lockers. The connectors have addressed some of the concerns and we want to maintain the flow. The tenants don't have to walk outside and do not have to get to either side providing good safety.

Commissioner Pereira stated the parking alone needs more work. He was concerned about parking, 100 feet of separation. He also stated the connectors are not as good. The flat roof is a small departure, and he is not against the flat roof and understands. Being in the middle would blend in. He would like to see further study. There is conflict with the size of the foot print.

Mr. Voeller mentioned that you see the towers behind the building, and we tried to go with the surrounding neighborhood. Chairman Ives stated this is book ended, and he doesn't see this as a problem with the pitched roof. Commissioner Messina asked about the height of the building and in relationship to the grade. Mr. Voeller stated this will be the existing grade. Commissioner Messina stated this is 4 feet from the existing grade. Mr. Voeller stated he is familiar with the grade, and will make sure it's within the 35 feet. Commissioner Messina stated we had issues with the height at the Planning Commission. This is a sensitive issue with this property. This is important to look at. Mr. Voeller stated this property slopes and is a challenge.

Commissioner Lemmon stated the parapet is of a concern, with the other side balconies looking down at the neighbors. He likes the idea of this use for mechanical equipment.

Mr. Voeller stated if you are up there you will be able to see the lake, which is great. We can soften this, but we will not have the landscaping done yet. Commissioner Lemmon asked if the breaks between the buildings had to connect. Mr. Voeller stated for safety and special needs folks can go up the elevator. The connectors are needed to go between the buildings.

Commissioner Messina asked about the alley, and can we fence this? Tami Stroud stated she is not sure you can do this. Hilary Anderson questioned whether they could fence along the property line? Tami Stroud stated it would be a two-way alley.

Chairman Ives mentioned doing underground utilities. Mr. Voeller explained they will be underground, and we will pave the alley construct new sidewalks.

Commissioner Messina asked about the fencing in the alley. Mr. Voeller stated would be hard for the parking to work. Chairman Ives asked about underground parking. Mr. Voeller stated that it's very expensive.

Commissioner Gore has no problem with the proposed flat roofs. This will look like an ugly apartment. The flat roofs give contrast. The big flat compliments the flat roof. He is pro-flat roof. The oldest buildings on Sherman have flat roofs, and I feel it will improve the look of the building. I would suggest you make the three connectors flat also. For ADA requirements, the connectors make it compliant for everyone.

Mr. Voeller stated making the connectors with the flat roofs would allow the mechanical units to be there.

Public Testimony open.

Ken Snyder commented he appreciates this project. This is an important piece of property. This will impact the neighborhood. Do it poorly and it will be not be right. The massing is enormous. He commends the project for sticking with parking requirements. This is a big building. Safety is bogus. Alley is a concern for traffic. He is not in favor of the project.

Rodger Smith echoed the conversation that the massing is huge. This is a very special site. Three stories are a bad fit for this residential area. The zoning they are allowed. Function of the Commission is to determine if this is a good fit. They are the watch dog for this community. We have one chance to get this right. I would like to see the window detail on Mullan Avenue.

Guy Armor feels the building is large. This building is not sensitive to the residential neighborhood. He has a little boy who rides his bike around the block. The Applicant said these units would be rental units and residents would not be around most of the year. He would remove the connectors and make the three buildings the same size. Security is not an issue. Where is the trash located and he is concerned about the lights. No light trespass. He does not want to feel like he is in a Shopko parking lot. Where is the snow removal going to go?

Katie baker, this is a big building. This is an old neighborhood. We didn't move here for a more commercial feel. We want to live in old Coeur d'Alene. This project does not meet this concern. The majority of the homes are old. She would like shady pines upgraded, and townhouses or courtyard homes would work good. This project will not fit. Security is not an issue in this neighborhood. Light pollution is a concern.

John Kelly public safety representative for KCATT, and a bike pedestrian representative was with the Police Department for 30 years. He retired from the Police Department. He never gave up tracking wrecks, and he wants to expand this study for urban crashes and minimizing motor use. The Mayor previously called a meeting when we did a project like this. Would this building impact the eco system? The last traffic count was done in 2013, and by the design drivers can go less than the speed limit.

Joe Morris stated his comments are based on his current understanding of the project, and recently met with the Planning Department staff and the Project Manger to express our concerns so some changes may have occurred. He that their concerns are with the following: Roof pitch, Bulk and Spacing, high amount of traffic that will utilize the alley, the spillover of parking to the surrounding neighborhood, the disruption during construction, the manner in which the 35 foot height limit is applied.

Rita Snyder stated she wants to protect the already existing historical homes in this area and was hoping to see a project similar to the Ice Plant. She is not against this property being developed, but feels the building design should mimic what currently exists.

Public Testimony closed.

Discussion:

A lengthy discussion ensued resulting in the following motion and recommendations to the applicant.

Commissioner Ingalls moved to bring this project back for a 3rd Meeting. The Commission is providing guidance to the applicant with a strong preference for no flat roofs, and significant changes to the connectors and other details - including but not limited to exterior lighting, trash enclosures/screening, screening of the alley, reducing the massing, incorporating the base-middle-top, breaking up the roof planes and incorporating some steeper pitches and gables, making the building look more like row houses, and reducing the building height on the east end to 2 stories.

Motion by Ingalls, seconded by Gore, to approve Item DR-4-16 to a third meeting. Motion approved.

ROLL CALL:

Commissioner Ingalls	Voted	Aye
Commissioner Dodge	Voted	Aye
Commissioner Lemmon	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Pereira	Voted	Aye
Commissioner Gore	Voted	Aye

Motion to approve carried by a 6-0 vote.

ADJOURNMENT:

Motion by Lemmon, seconded by Gore to adjourn the meeting. ,
Prepared by Shana Stuhlmiller, Public Hearing Assistant

3rd MEETING

SEPTEMBER 22, 2016

(DR-4-16) LAKE APARTMENTS

821 E. MULLAN AVENUE

DESIGN REVIEW COMMISSION STAFF REPORT

FROM: **TAMI STROUD, PLANNER**
DATE: **SEPTEMBER 22, 2016**
SUBJECT: **DR-4-16: REQUEST FOR A THIRD AND FINAL MEETING WITH THE DESIGN REVIEW COMMISSION FOR A 43-UNIT RESIDENTIAL DEVELOPMENT LOCATED WITHIN THE DO-E INFILL OVERLAY DISTRICT**

LOCATION: 821 EAST MULLAN AVENUE

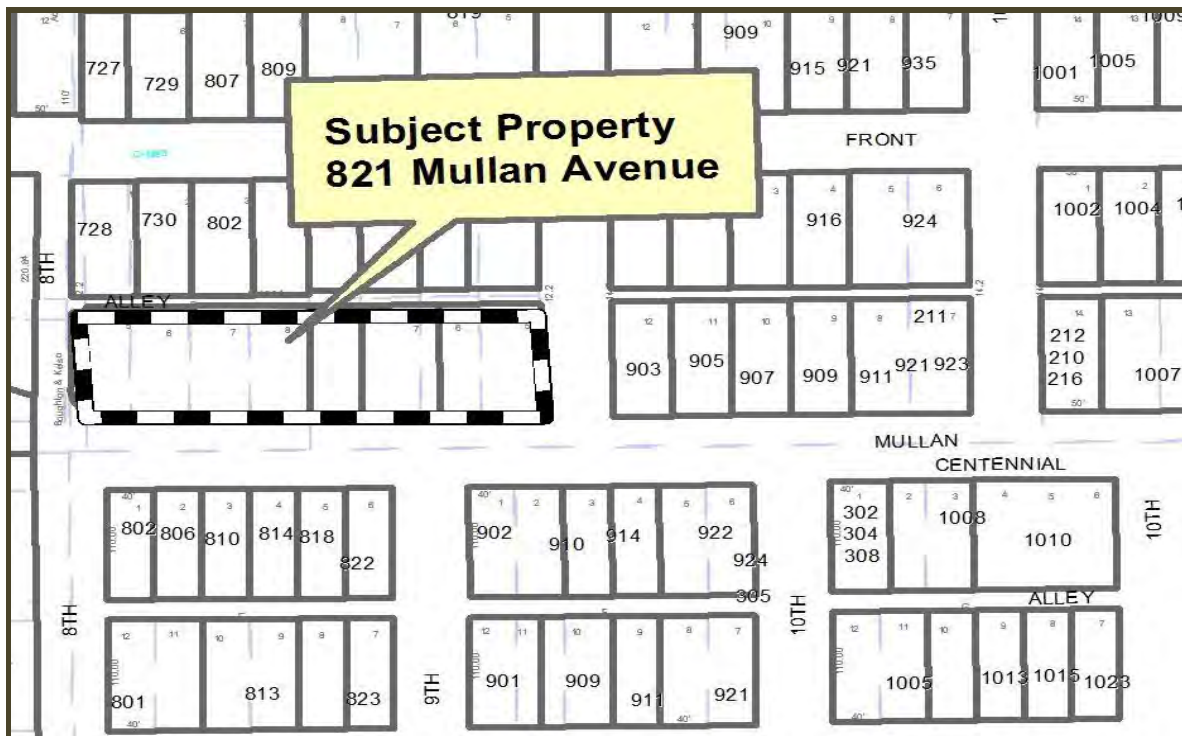
APPLICANT/OWNER
CDA Partners Mullan
140 Cherry Street, #201
Hamilton, MT 59840

ARCHITECT:
Momentum Architecture
112 Hazel Avenue, Suite B
Coeur d'Alene, ID 83814

DECISION POINT: Tim Wilson on behalf of Coeur d'Alene Partners Mullan is requesting a Third Meeting with the Design Review Commission, for a 43-unit residential development. This would replace the Shady Pines apartment complex located on the site. The property is currently within the Downtown Overlay – Eastside District (DO-E) Infill District.

ACTION: The Design Review Commission will provide feedback to the Applicant and ensure that the proposed structure meets the intent of the Downtown Overlay – Eastside District (DO-E) Design Guidelines. The Commission may provide direction to the Applicant to rectify aspects of the design, to bring it more into compliance with the design guidelines and render a decision to approve, approve with conditions, or deny the design.

SITE MAP:



GENERAL INFORMATION:

17.09.320: A. Development Applicants shall seek to engage with the City review processes as soon as possible, before numerous substantive design decisions are made and fixed. Therefore, initial meetings with the City shall not include definitive designs, but rather broader descriptions of the development program and objectives, the constraints and opportunities presented by the site, and an analysis of the neighborhood setting that surrounds the site. The City intends to work in a collaborative fashion so that the outcome can meet both the goals of the City and the Applicant, as well as address concerns of people who live and own property and businesses in close proximity to the development.

A. AERIAL VIEWS:**B. PROJECT ANALYSIS**

The Applicant is requesting a Third Meeting with the Design Review Commission for the construction of a residential building in the Downtown Overlay-Eastside (DO-E) Infill District. The property is 1.022 acres located between 8th and 9th Streets along Mullan Avenue. The original proposal was for 52 residential units. The Applicant has reduced the number to 43 units and a total of 45,482 square feet.

The Applicant has provided 58 parking spaces for the proposed 43 unit structure. 56 parking stalls are required.

The proposed access is to the rear of the two-way public alley. The proposed parking will be located to the rear of the proposed residential structure.

HISTORY:

On June 23, 2016, the Design Review Commission met with the Applicant and requested additional information with regard to the below items:

- Bulk and space of the building.
- Massing of the wall; and the connectors won't eliminate the concern.
- Concerns with the front wall facing Mullan Avenue. Consider reducing the elevation of that wall so when people are on Centennial Trail they are not looking at a wall.
- Provide additional information about the A/C units. Location and how they will be screened.
- Consider looking at the roof lines that include some design enhancements.

During the Design Review Commission held on July 28, 2016, the DRC made the below motion. In addition, the DRC provided the following feedback to the Applicant noted below:

Motion by Ingalls, seconded by Gore:

Move the item to the Third and Final Meeting with the DRC. The Commission is providing guidance to the Applicant with a strong preference for no flat roofs, and to significantly address the connectors and other details; including but not limited to exterior lighting, trash enclosures/screening, screening of the alley, reduce the massing, incorporating the base-middle-top, breaking up the roof planes and incorporating some steeper pitches and gables, making the building look more like row houses, and reducing the building height on the east end to two (2) stories.

Other direction provided by the Commission included:

- The requested design departures seem to be the stumbling block.
- Scale back connectors or eliminate them.
- Transition versus intrusion.
- Current design is too commercial -- too much glass and flat roofs.
- Alley is a big problem (Design Standards call for traffic calming).
- Address trash enclosures.
- Base-Middle-Top needs to be incorporated into the design. The base is missing.
- Scale back the project. Project massing too large, and as designed, requires large connectors.
- 2-story buildings would be better (especially on east end).
- Refer Applicants to letters from the neighbors.

The Applicant's Project Modification Summary is included below noting the modifications made to the project:

Modification Summary

821 Mullan Ave, The Lake Apartments

7/28/16 DRC Meeting

1. East building 3 stories
2. Building corners flat roofs and commercial look
3. Corner of 8th and Mullan sidewalk and landscaping
4. Connectors with shed roof, higher profile
5. 49 Units
6. 4 parking space reduction request with bike lockers
7. Base/middle/top distinction missing
8. Flat roof departure requested
9. No alleyway traffic calming measures

Current Plan

East building 2 stories as suggested by DRC
Pitched roofs with residential look
Public use easement with textured paving, tables, and chairs
Narrower connectors with pitched roof and 4' lower profile
43 Units
2 extra spaces provided from required amount AND keeping bike lockers
Distinction provided with siding/roof transitions, windows, balconies
No flat roof departure requested
Textured paving added at both ends of alley

Old Connector

Taller

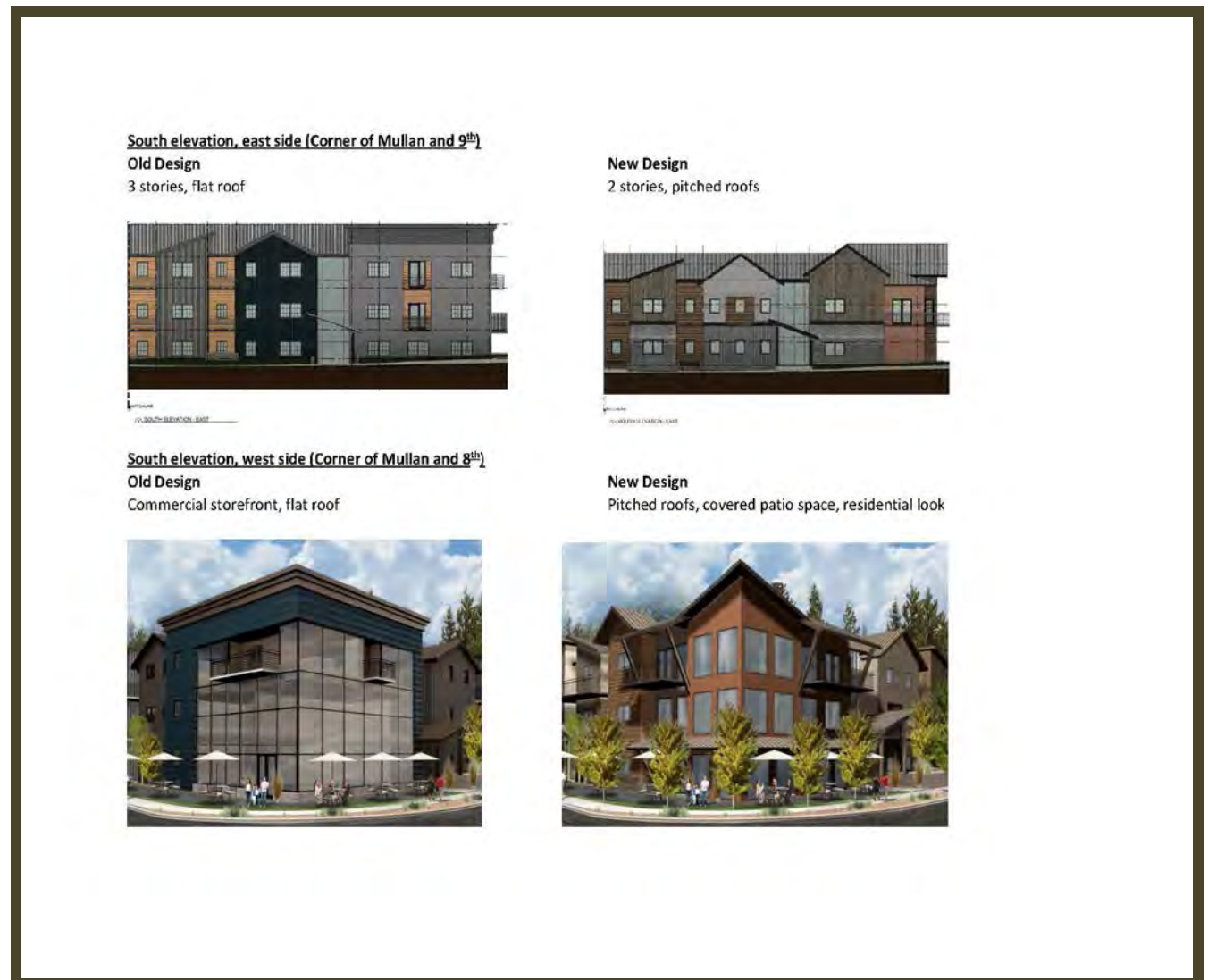


New Connector

Shorter lower profile



The Applicant's Project Modification Summary is continued below:



C. REQUESTED DESIGN DEPARTURE:

The Applicant has requested one design departure for "The Lake Apartment project".

➤ **Bulk and Spacing:**

Intent:

To retain the scale of buildings in the neighborhood.

Standards:

The maximum horizontal dimension of a building facing a street should be no more than 100 feet.
A minimum 15-foot separation should be maintained between buildings that face the street.

The Applicant has designed the proposed structure to include “Building Connectors” at the second floor level between the three major buildings. The areas are designed to provide an internal pedestrian and accessible path between the buildings’ common areas, and the individual units.

The Applicant has stated the three buildings meet the 100’ length guideline for “Bulk and Spacing”, and still provides building separation by 29.5’ at the west wing and 42.5’ at the east wing. Based upon the feedback from the Commission, the Developer has reduced the depth and height of the connectors by 4’, and added a sloped roof with a 4:12 pitch. The connectors will include the mechanical and be screened from public view. They have also increased the amount of glazing on the connectors.

The connectors are set back from the street and placed at the rear side of the structure near the parking lot. This design is in response to the DRC feedback to break up the building. The public will be able to see under and over the connectors. They are designed primarily with glass, to also see through the connectors. The intent of the connector is to provide a sense of separation and meet the intent of the “Bulk and Spacing” Guideline.

DESIGN GUIDELINES—DO-E only

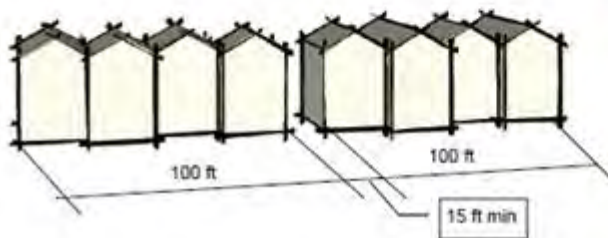
BUILDING BULK AND SPACING

Intent:

To retain the scale of buildings in the neighborhood.

Standards:

1. The maximum horizontal dimension of a building facing a street should be no more than 100 feet.
2. A minimum 15 foot separation should be maintained between buildings that face the street.



Evaluation:

Section 17.07.940 of the Design Guidelines state that the guidelines allow for some flexibility in application, providing that the intent of the Code is met. The Applicant has requested the above-noted Design Departure. In order for the DRC to approve a design departure, they must find that:

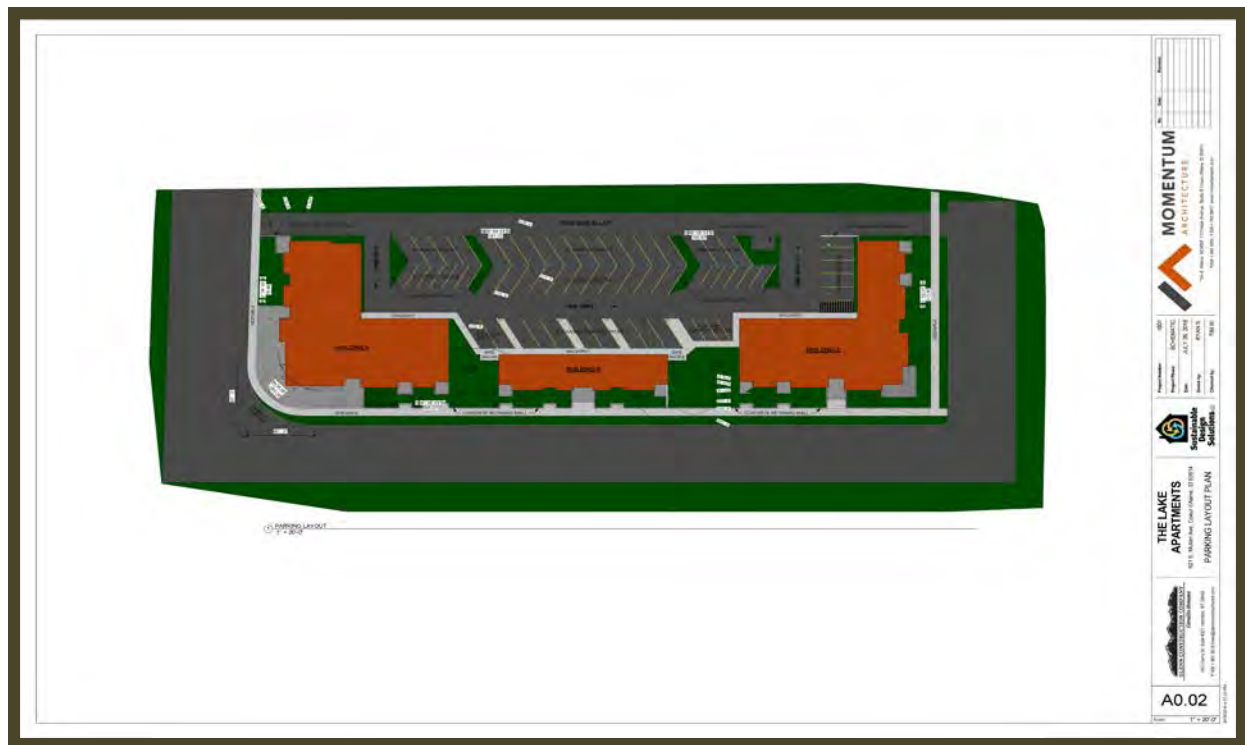
1. The requested departure meets the intent statements relating to applicable development standards and design guidelines.
2. The departure will not have a detrimental effect on nearby properties or the City as a whole.
3. The project's building(s) exhibits a high degree of craftsmanship, building detail, architectural design, or quality of materials that are not typically found in standard construction. In order to meet this standard, an applicant must demonstrate to the Planning Director that the project's design offers a significant improvement over what otherwise could have been built under minimum standards and guidelines.
4. The proposed departure is part of an overall, thoughtful and comprehensive approach to the design of the project as a whole.
5. The project must be consistent with the Comprehensive Plan and any applicable plan. (Ord. 3328 §8, 2008; Ord. 3192 §10, 2004).

D. REQUESTED F.A.R. DESIGN BONUSES (Minor/Major Amenities):

The Community Planning Director has reviewed and approved the Applicant's F.A.R. request and have determined that they meet the required amenities under each of the requested development bonuses – Minor Amenities: Additional Streetscape Features (0.2); Preservation of Grand Scale Trees (0.2); Alley Enhancements (0.2); and Major Amenities: Exterior Public Space (0.5). The project qualifies for a total allowable F.A.R of 1.6.

EXISTING STRUCTURES ON SITE:

SITE PLAN/PARKING LAYOUT:



SOUTH ELEVATION:



NORTH ELEVATION:



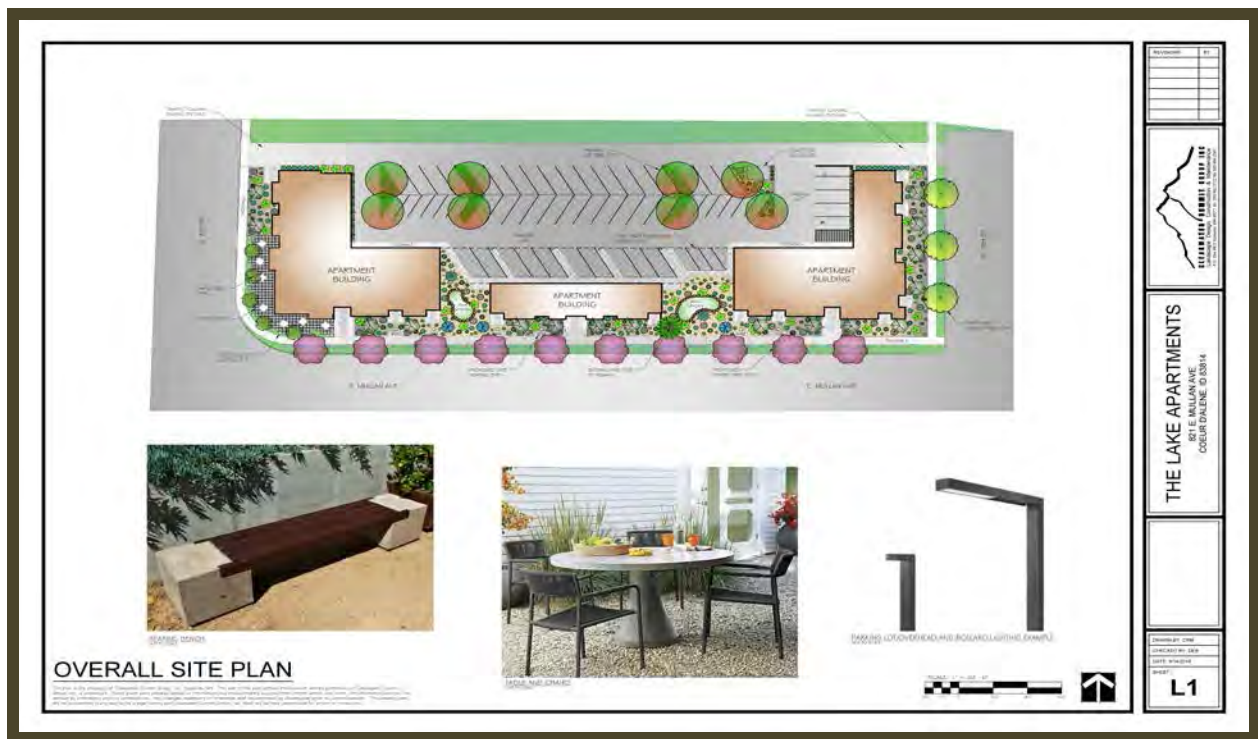
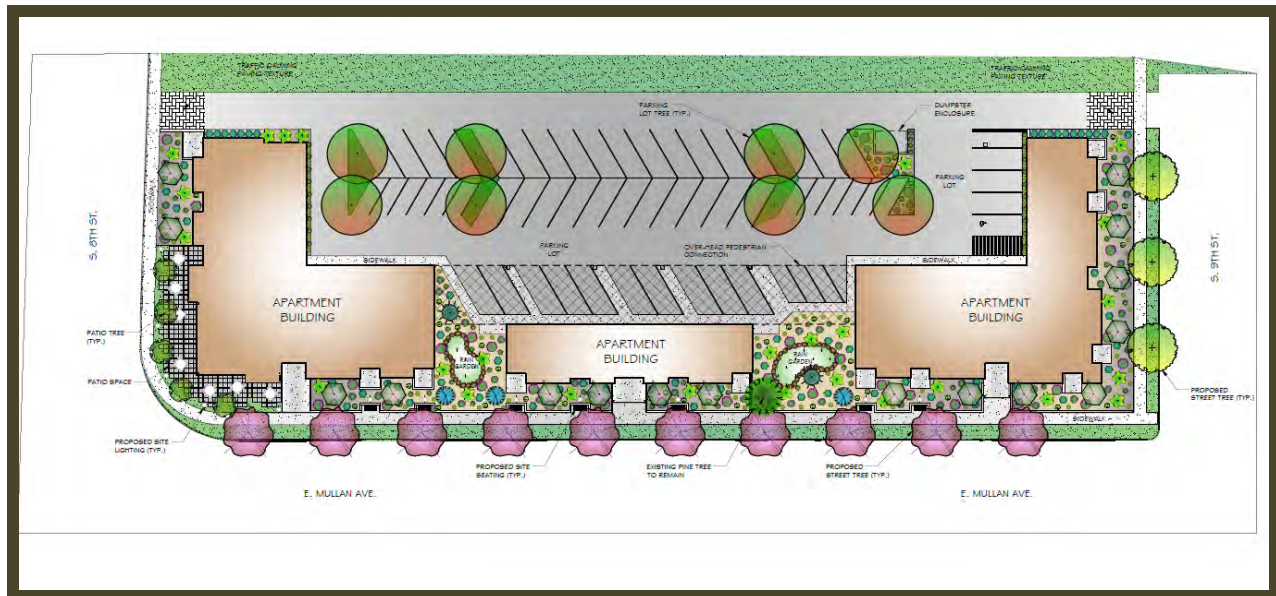
EAST / WEST ELEVATIONS:



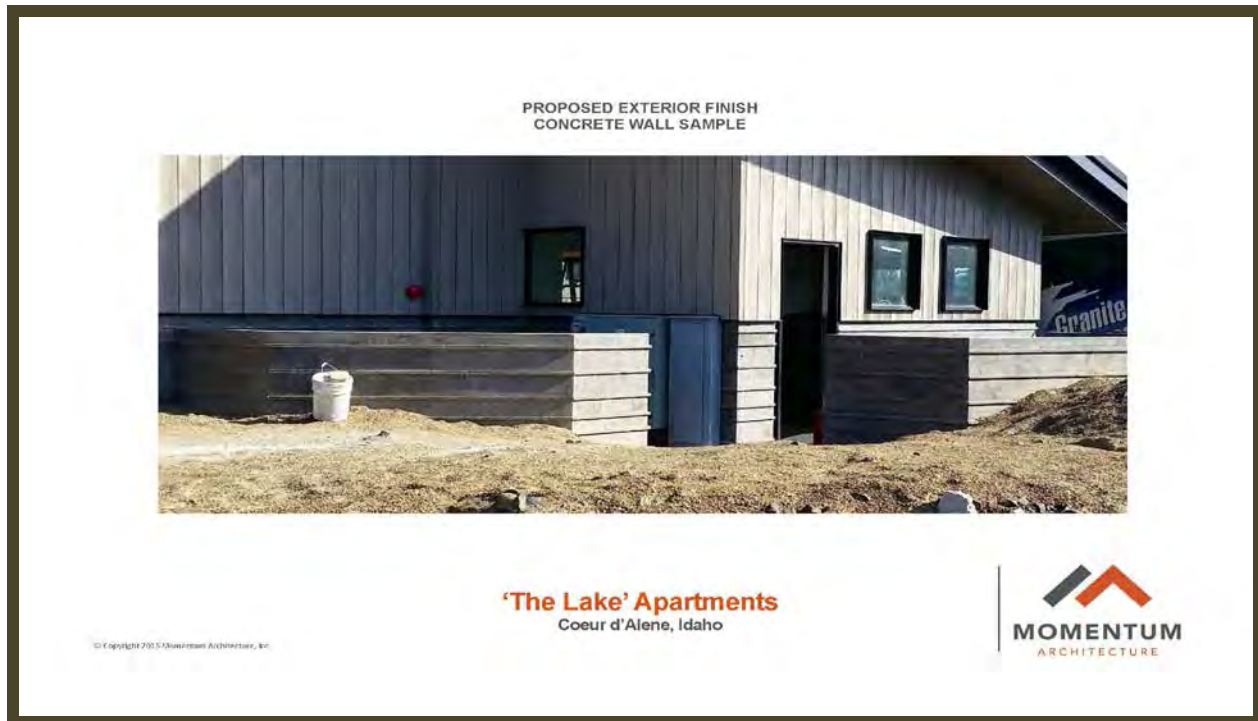
FULL ELEVATIONS SOUTH AND NORTH:



OVERALL LANDSCAPE PLAN:



PROPOSED EXTERIOR FINISH CONCRETE WALL SAMPLE:



EXTERIOR FINISHES:



3D PERSPECTIVE: 8TH STREET AND MULLAN AVENUE



3D PERSPECTIVE: 9TH STREET AND MULLAN AVENUE





During the Third and Final meeting with the Design Review Commission, discussion includes:

Refined site plan and elevations; large scale drawings of entry, street level façade, site amenities; samples of materials and colors; and finished perspective renderings.

Design guidelines for consideration are as follows:

DO-E

- General Landscaping.
- Screening of Parking Lots.
- Screening of Trash/Service Areas.
- Lighting Intensity.
- Screening of Rooftop Mechanical Equipment.
- Curb Cuts: Width and Spacing.
- Parking Lot Landscape.
- Location of Parking.
- Grand Scale Trees.
- Identity Elements.
- Fences Next to Sidewalks.
- Walls Next to Sidewalks.
- Curbside Planting Strips.
- Unique Historic Features.
- Entrances.
- Orientation to the Street.
- Treatment of Blank Walls.
- Integration of Signs with Architecture.
- Creative/Individuality of Signs.

ACTION: The Design Review Commission will provide feedback to the Applicant and ensure that the proposed structure meets the intent of the Infill Overlay District (DO-E). The Commission may provide direction to the Applicant to rectify aspects of the design, to bring it more into compliance with the Design Guidelines.

During the Third and Final meeting with the Design Review Commission, the discussion includes:

Refined site plan and elevations; large scale drawings of entry, street level façade, site amenities; samples of materials and colors; and finished perspective renderings.

The last step will be the Third and Final meeting with the Design Review Commission. The Design Review Commission may suggest changes or recommendations to the Applicant and render a decision to approve, approve with conditions, or deny the design.

'THE LAKE' APARTMENT COMPLEX Revised 9.14.16

821 E. Mullan Avenue, Coeur d'Alene, Idaho

PROJECT DESCRIPTION

New construction of an approx. 45,482 S.F. 43 Unit Apartment Complex developed along Mullan Avenue in the Downtown Overlay - Eastside District. This facility will replace the existing dilapidated 'Shady Pines' apartment complex currently located on the property. Design to blend with the neighboring residential and eclectic-modern commercial uses.

ZONING INFORMATION

Address:	821 E. Mullan Avenue		
Legal:	Refer to Title Report attachment		
Zoning:	DO-E (Downtown Overlay - Eastside)		
Acres:	1.0229 Acres		
Area:	44,557.52 S.F.		
F.A.R. (base):	.5 times parcel size:	22,279 S.F.	
F.A.R. (max.):	1.6 times parcel size:	71,292 S.F.	
Height Allowed:	35' Residential, 38' Commercial		
Proposed Height:	35' +-		
Number of Stories:	3 Stories		
Parking Required:	Studio:	4 units x 1:	4 Stalls
	1 Bdrm:	25 units x 1:	25 Stalls
	2 Bdrm:	11 units x 1.75:	19.25 Stalls
	3 Bdrm:	3 units x 2.5:	7.5 Stalls
	Total Required:		55.75 Stalls
Parking Provided:	58 Stalls (includes 2 HCAP, 1 being Van Accessible)		

'THE LAKE' APARTMENT COMPLEX

821 E. Mullan Avenue, Coeur d'Alene, Idaho

DEVELOPMENT PROGRAM

Building Size:	Residential:	33,082 S.F.
	Common Area:	2,921 S.F.*
	<u>Corridors/Elevators:</u>	<u>9,479 S.F.*</u>
	Total Building:	45,482 S.F.

*areas not included in the F.A.R. calculations

F.A.R. Bonuses:	Base:	.5
	Streetscape Features:	.2
	Preservation of Grand	
	Scale Trees:	.2
	Alley Enhancements:	.2
	<u>Exterior Public Space:</u>	<u>.5</u>
	Total F.A.R. proposed:	1.6

Lot Size: 44,557.52 S.F. x 1.3 = 71,292 S.F. allowed

Building Use: Apartments – New

Occupancy: Residential:

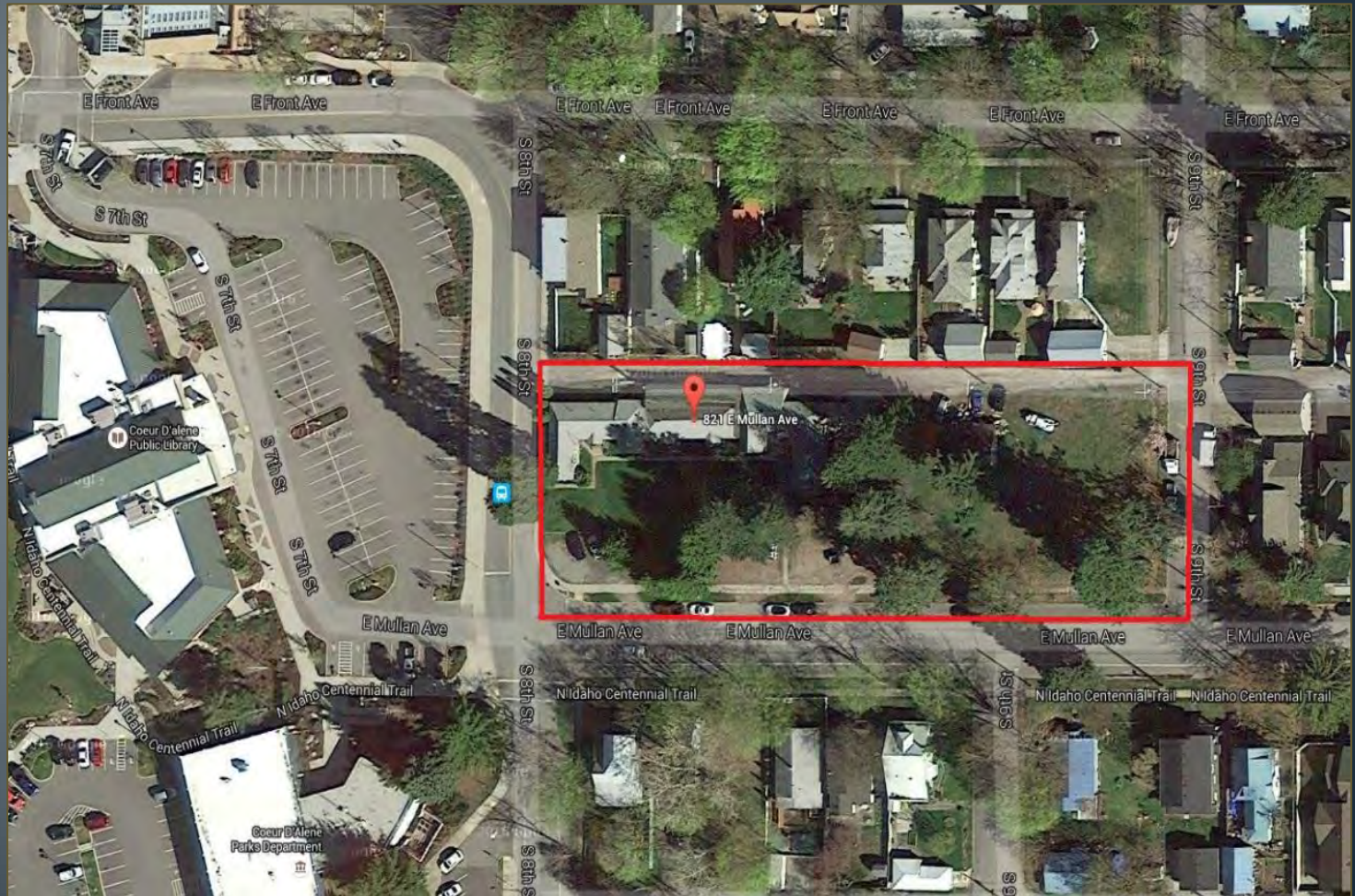
Occupant Load:	Residential:	33,082 S.F./200 S.F./occ.:	165 occ.
	<u>Common Areas:</u>	<u>2,921 S.F./100 S.F./occ.:</u>	<u>29 occ.</u>
	Total Occ.Load:		194 occ.

Construction Type: 5-B

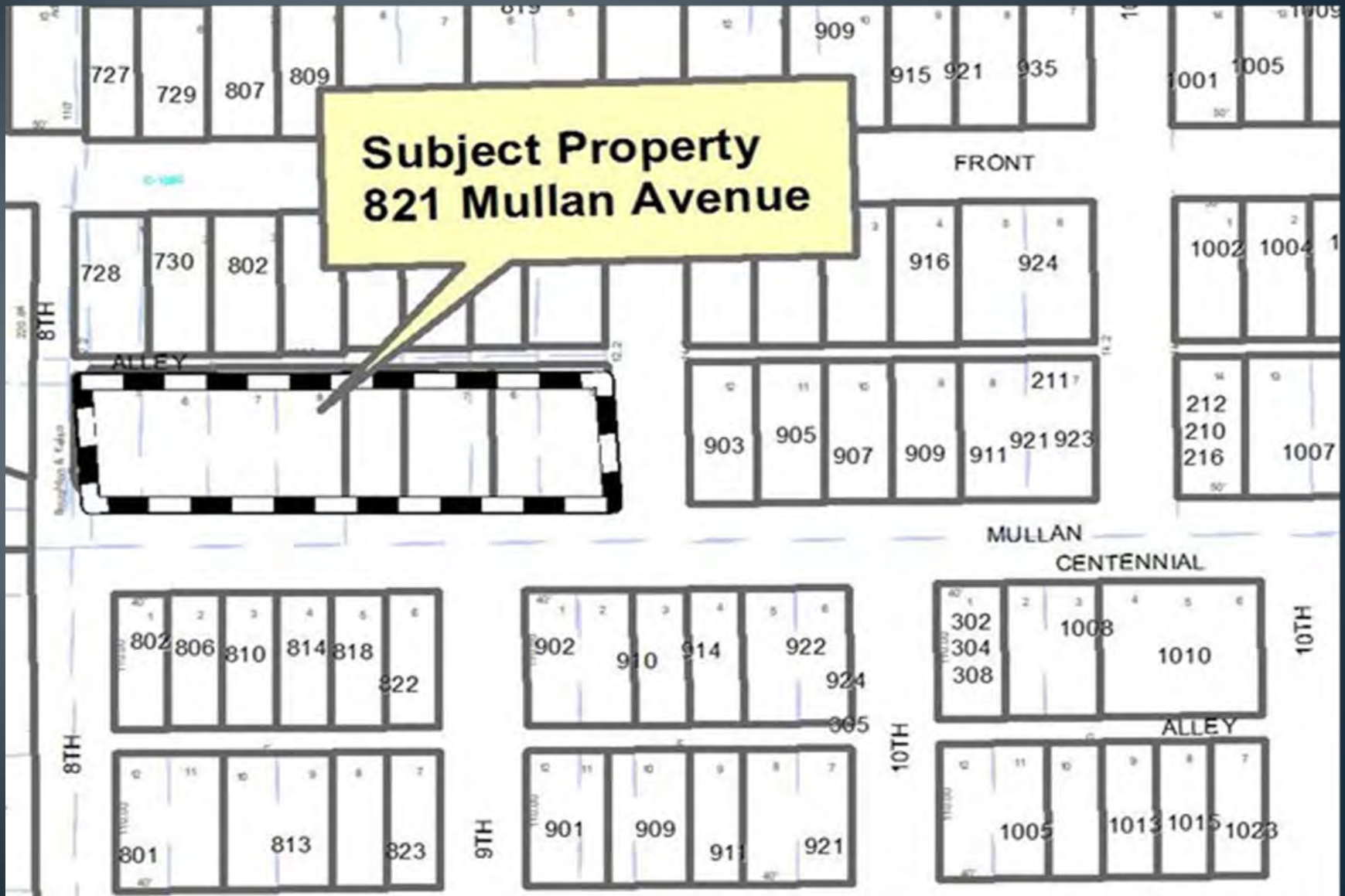
Building Criteria: Seismic Design Category: C
International Building Code: 2012

Design Review (DR-4-16) 821 East Mullan Avenue SEPTEMBER 22, 2016 @ 12:00 p.m.

THIRD MEETING



SUBJECT PROPERTY ~ 821 EAST MULLAN AVENUE



Design Review Commission

F

Final Meeting.

The intent of the final meeting is to review the project based on the feedback and direction for the design of the structure and site given at the previous meeting.

Public comment is limited to 30 minutes. All comments must pertain only to design elements.

Design Considerations.

The board shall determine whether the proposal complies with adopted design standards and guidelines applicable to the district within which it is located.

Materials for review:

- Refined site plan and elevations
- Large scale drawings of entry, street level façade, site amenities
- Samples of materials and colors
- Finished perspective rendering(s).

The features identified in the appropriate design guidelines can be addressed.



DECISION POINT:

The Board shall have the authority to deny the proposal, approve the proposal, or approve it with specified conditions.

The commission can:

Make a motion to deny, approve, or approve with conditions.

Must create a record of decision.

RECORD OF DECISION:

Issued within thirty (30) days after the final required meeting with the applicant.

Record shall include:

1. A brief description of standards and guidelines that have been met.
2. A description of standards and guidelines not met and any conditions
3. Any "design departures" being sought and the resolution.
4. Public comments germane to design and how they have been addressed.
5. The final decision, with any conditions listed.

DECISION POINT:

- **CDA Partners Mullan are requesting a third and Final Meeting with the Design Review commission, for the design and construction of a 43-unit residential development. This would replace the Shady Pines apartment complex located on the site.**
- **The property is zoned Downtown Overlay – Eastside District (DO-E).**

Design guidelines for consideration are as follows:

DO-E

General Landscaping.

Screening of Parking Lots.

Screening of Trash/Service Areas.

Lighting Intensity.

Screening of Rooftop Mechanical Equipment.

Curb Cuts: Width and Spacing.

Parking Lot Landscape.

Location of Parking.

Grand Scale Trees.

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Fences Next to Sidewalks.

Walls Next to Sidewalks.

Curbside Planting Strips.

Unique Historic Features.

Entrances.

Orientation to the Street.

Treatment of Blank Walls.

Integration of Signs with Architecture.

Creative/Individuality of Signs.

History:

On June 23, 2016, the Design Review Commission met with the Applicant and requested additional information with regard to the below items:

- Bulk and space of the building.
- Massing of the wall; and the connectors won't eliminate the concern.
- Concerns with the front wall facing Mullan Avenue. Consider reducing the elevation of that wall so when people are on Centennial Trail they are not looking at a wall.
- Provide additional information about the A/C units. Location and how they will be screened.
- Consider looking at the roof lines that include some design enhancements.

History continued:

During the Design Review Commission held on July 28, 2016, the DRC made the below motion. In addition, the DRC provided the following feedback to the Applicant noted below:

Motion by Ingalls, seconded by Gore:

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Other direction provided by the Commission included:

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- Scale back connectors or eliminate them.
- Transition versus intrusion.
- Current design is too commercial -- too much glass and flat roofs.
- Alley is a big problem (Design Standards call for traffic calming).
- Address trash enclosures.
- Base-Middle-Top needs to be incorporated into the design. The base is missing.
- Scale back the project. Project massing too large, and as designed, requires large connectors.
- 2-story buildings would be better (especially on east end).
- Refer Applicants to letters from the neighbors.

Property View From 8th Street & Mullan Avenue



Applicant's Modification Summary

Modification Summary

821 Mullan Ave, The Lake Apartments

7/28/16 DRC Meeting

1. East building 3 stories
2. Building corners flat roofs and commercial look
3. Corner of 8th and Mullan sidewalk and landscaping
4. Connectors with shed roof, higher profile
5. 49 Units
6. 4 parking space reduction request with bike lockers
7. Base/middle/top distinction missing
8. Flat roof departure requested
9. No alleyway traffic calming measures

Old Connector

Taller



Current Plan

- East building 2 stories as suggested by DRC
- Pitched roofs with residential look
- Public use easement with textured paving, tables, and chairs
- Narrower connectors with pitched roof and 4' lower profile
- 43 Units
- 2 extra spaces provided from required amount AND keeping bike lockers
- Distinction provided with siding/roof transitions, windows, balconies
- No flat roof departure requested
- Textured paving added at both ends of alley.

New Connector

Shorter lower profile



Applicant's Modification Summary

South elevation, east side (Corner of Mullan and 9th)

Old Design

3 stories, flat roof



New Design

2 stories, pitched roofs



South elevation, west side (Corner of Mullan and 8th)

Old Design

Commercial storefront, flat roof



New Design

Pitched roofs, covered patio space, residential look



REQUESTED DESIGN DEPARTURE:

The Applicant has requested one design departure for “The Lake Apartment project”.

Bulk and Spacing:

Intent:

To retain the scale of buildings in the neighborhood.

Standards:

The maximum horizontal dimension of a building facing a street should be no more than 100 feet.

A minimum 15-foot separation should be maintained between buildings that face the street.

DESIGN GUIDELINES—DO-E only

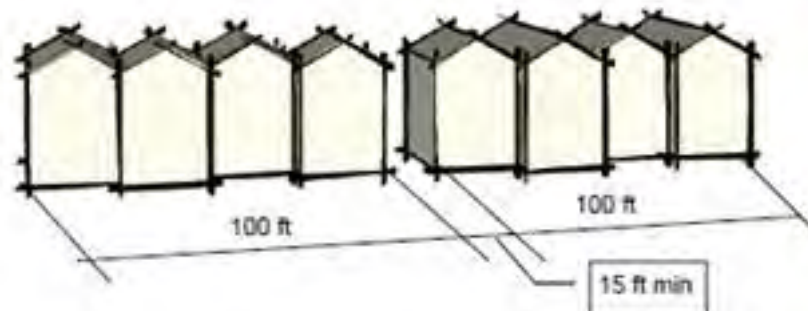
BUILDING BULK AND SPACING

Intent:

To retain the scale of buildings in the neighborhood.

Standards:

1. The maximum horizontal dimension of a building facing a street should be no more than 100 feet.
2. A minimum 15 foot separation should be maintained between buildings that face the street.



Parking Layout Plan



① PARKING LAYOUT
1" = 20' 0"

140 Cherry St. Suite 4021 | Greenville, AR 72343
P. 402.730.1212 | E. 402.730.1212 | F. 402.730.1212

THE LAKE APARTMENTS
621 E. Miller Ave., Corner of Miller, ID 83814
PARKING LAYOUT PLAN

Project Number: 1001
Project Phase: SCHEMATIC
Date: JULY 26, 2018
Drawn by: RYAN S.
Checked by: T.M.W.

Tom A. Miller, AIA, LEED AP
1100 N. 1st Street, Suite 100, Boise, ID 83724
P. 208.342.1234 | F. 208.342.1234 | E. tom@momentumarch.com

No.	Date	Revision

Scale: 1" = 20' 0"

8/10/2018 4:17:29 PM

South Elevation



MOMENTUM ARCHITECTURE 100 N. 10th St., Suite 100, Portland, OR 97204 503.464.0000	
Project Number: 16011 Project Name: SCHEMATIC Date: JUL 26, 2016 Drawn by: RYAN S. Checked by: TIM W.	Sustainable Design Solutions 821 E. Main Ave., Suite 100, Portland, OR 97214 503.464.0000
THE LAKE APARTMENTS 821 E. Main Ave., Corner of Main, ID 83814 SOUTH ELEVATION	
GLSEN CONSTRUCTION COMPANY General Contractor 1400 Commercial, Suite 100, Portland, OR 97204 503.464.0000	
A2.01 Scale: 1/8" = 1'-0"	

North Elevation



Revision	Date	By	App'd

MOMENTUM
ARCHITECTURE

Tim A. Johnson, AIA, LEED AP BD+C
Ryan E. Ryan, LEED AP BD+C

7200 S. 400 E. Suite 200 Provo, UT 84601
801.734.1234

Project Number	1601	Schematic
Project Name	THE LAKE APARTMENTS	
Date	JULY 26, 2018	
Drawn By	RYAN E.	
Checked By	TIM W.	



THE LAKE APARTMENTS
823 E. Kallman Ave. Collier of Arden, ID 83814
NORTH ELEVATION



A2.02
Scale: 1/8" = 1'-0"

2/20/2018 4:13:21 PM

East / West Elevations



No.	Date	Revision

MOMENTUM ARCHITECTURE
 Tim A. Muller, Architect, VLS Licensed Architect, Studio & Concept Phase, LEED AP
 1000 N. Main Street, Suite 100, Portland, ME 04101
 207.554.4201 | 207.554.4202 | www.momentumarch.com

1601	SCHEMATIC
Project Number	1601
Project Phase	SCHEMATIC
Date	JULY 26, 2016
Drawn By	RYAN S.
Checked By	TIM W.

Sustainable Design Solutions LLC

THE LAKE APARTMENTS
 821 E. Muller Ave., Portland, ME 04104
 EAST & WEST ELEVATION

ALLEN CONSTRUCTION COMPANY
 General Contractor
 140 Quarry St., Suite 400, Portland, ME 04101
 207.491.1414 | 207.491.1415 | www.allenconstruction.com

Full Elevations South & North



① COMPLETE NORTH ELEVATION
1/16" = 1'-0"



② COMPLETE SOUTH ELEVATION
1/16" = 1'-0"

No.	Date	Revisions

MOMENTUM ARCHITECTURE

1001 E. Main Street, Suite 100, Boise, ID 83725
 Tel: 208.333.1234 Fax: 208.333.1235
 www.momentumarch.com

Project Number	1001
Project Phase	SCHEMATIC
Date	JULY 26, 2016
Drawn By	RYAN S.
Checked By	T.M.W.

Sustainable Design Solutions LLC

THE LAKE APARTMENTS
 601 E. Main Street, Suite 100, Boise, ID 83725
 FULL ELEVATIONS SOUTH AND NORTH

GLEN CONSTRUCTION COMPANY
 General Contractor

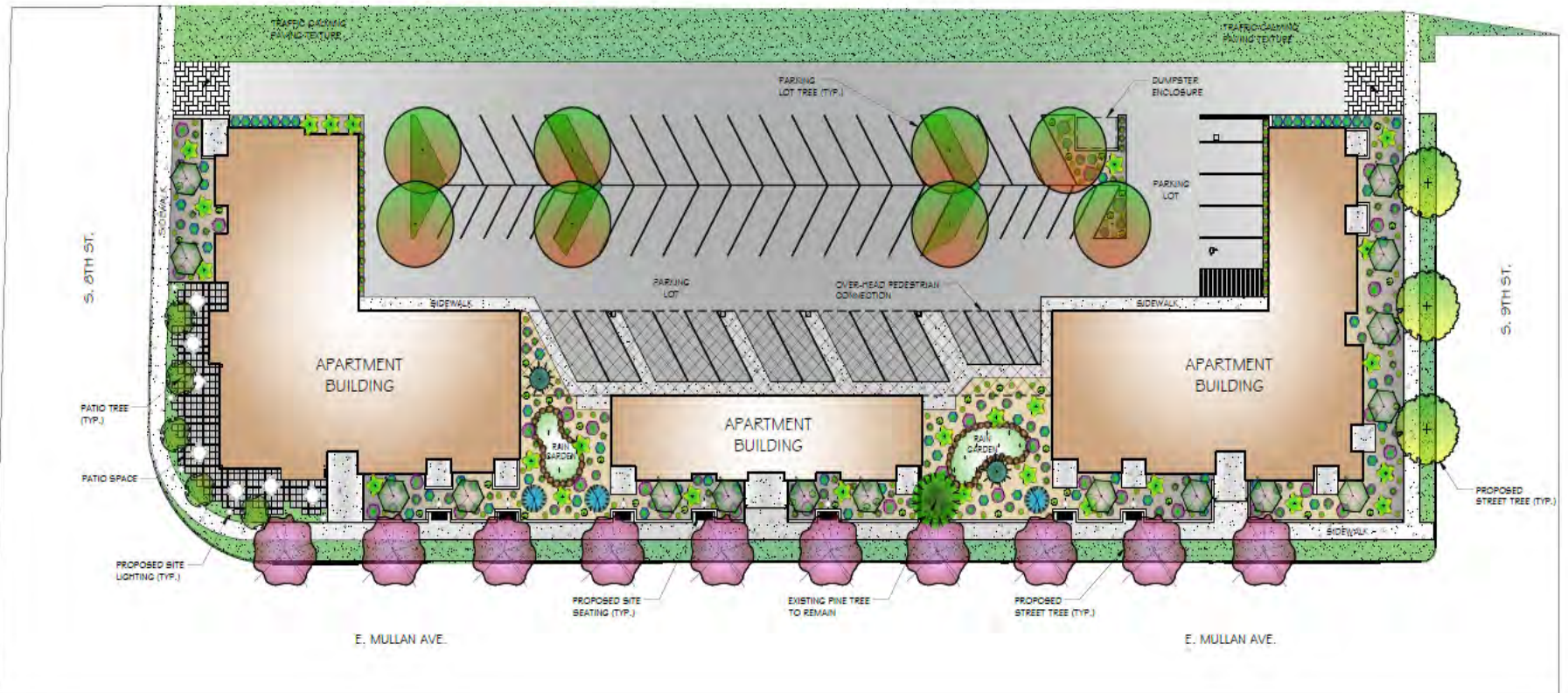
1001 Cherry St., Suite 100, Boise, ID 83725
 Tel: 208.333.1234 Fax: 208.333.1235
 www.glenconstruction.com

A2.06

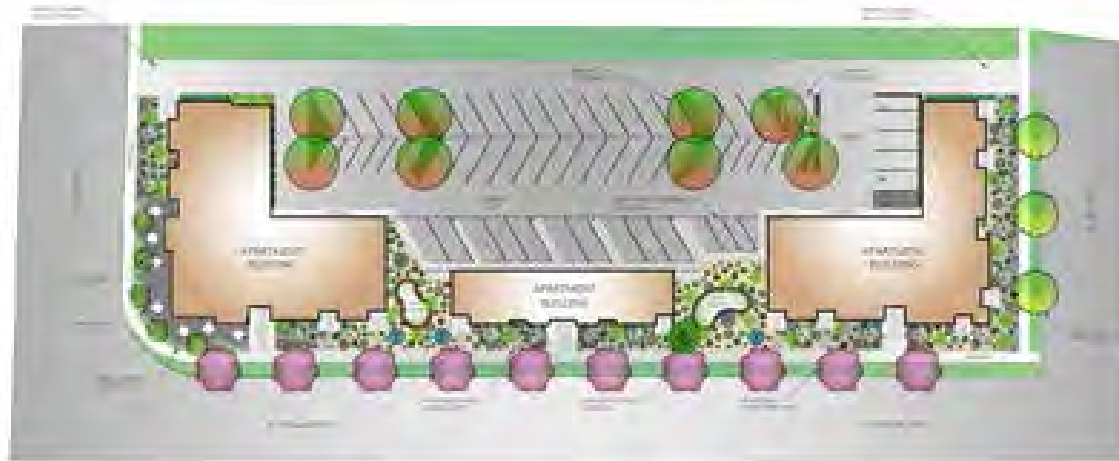
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Overall Landscape Plan



Overall Landscape Plan



OVERALL SITE PLAN





THE LAKE APARTMENTS
 1010 MILLAN AVE
 COVINGTON, LOUISIANA 70038

L1

Proposed Exterior Finish Concrete Wall Sample

PROPOSED EXTERIOR FINISH
CONCRETE WALL SAMPLE



'The Lake' Apartments
Coeur d'Alene, Idaho



Exterior Finishes



SHANNON CALLAGHAN

The Lake Apartments Exterior Materials

- Roof
 - Epic Steel Standing Seam
 - Color: Charcoal Gray
- Windows
 - StoneVue® - Dark Bronze
- Railing
 - Custom design - Dark Bronze
- SIDING:
 - A - Vertical Siding
 - Epic Steel Delta Rib
 - Color: Charcoal Gray
 - B - Vertical Siding
 - Reclaimed wood - random width and length
 - C - Vertical Panel
 - Epic Steel
 - Color: Core-Ten
 - D - Vertical Panel
 - 4"x8" Marble Panel
 - Color: Painted
 - E - Horizontal Siding
 - LP Lap Siding
 - Color: Painted
 - F - Board Form Concrete @ street level

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www.shannoncallaghan.com

PROPOSED EXTERIOR FINISH MATERIALS



'The Lake' Apartments
Coeur d'Alene, Idaho

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3D Perspective





3D Perspective



3D Perspective



① SouthWest Ground Perspective

 <p>GLEN CONSTRUCTION COMPANY Commercial Builders 1450 Chicago St. Suite 400 • Seattle, WA 98104 P: 206.725.7575 • E: info@glenconstruction.com</p>		<p>THE LAKE APARTMENTS 821 E. Millard Ave., Collier of America, ID 83814 3D PERSPECTIVE</p>		 <p>Sustainable Design Solutions</p>		<p>Project Number: 16011 Project Phase: SCHEMATIC Date: JULY 26, 2016 Drawn By: RYAN S. Checked By: TIM W.</p>		 <p>MOMENTUM ARCHITECTURE Tim & Ryan • 50408 1111 1st Avenue, Suite 10 • Collier of America, ID 83814 P: 208.344.0271 • F: 208.344.7821 • www.momentumid.com</p>		<p>Revisions</p> <table border="1"> <tr> <th>No.</th> <th>Date</th> <th>Description</th> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	No.	Date	Description																											
No.	Date	Description																																						

A3.02

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2/16/2016 4:10:12 PM

3D Perspective



① SOUTHWEST PERSPECTIVE



② NORTHEAST PERSPECTIVE

Revision	No.	Date



Project Number: 16011
Project Phase: SCHEMATIC
Date: JUL 26, 2016
Drawn By: RYAN E.
Checked By: TIM W.



**THE LAKE
APARTMENTS**
827 E. Kullback Ave. Coeur d'Alene, ID 83814
3D PERSPECTIVE



A3.01

Scale:

3D Rendering From Alley



During the Third and Final meeting with the Design Review Commission, the discussion includes:

Refined site plan and elevations; large scale drawings of entry, street level façade, site amenities; samples of materials and colors; and finished perspective renderings.

The Design Review Commission may suggest changes or recommendations to the Applicant and render a decision to approve, approve with conditions, or deny the design.

Action:

The Design Review Commission will provide feedback to the Applicant and staff regarding how the applicable design guidelines affect and enhance the project.

THANK YOU!

The Lake Apartments

821 E. Mullan Avenue, Coeur d'Alene

CDA Partners Mullan LLC

Motion from 7/28/16

- Strong preference for no flat roofs
 - Flat roof departure has been eliminated

Before



After



Motion from 7/28/16

- Strong preference for no flat roofs
 - Flat roof departure has been eliminated

Before



After



Motion from 7/28/16

- Significant changes to the connectors
 - Reduced the height and width by approximately 4' each
 - Created mechanical storage screened from public view

Before



After



Motion from 7/28/16

- Significant changes to the connectors
 - Reduced the height and width by approximately 4' each
 - Created mechanical storage screened from public view



PERSPECTIVE

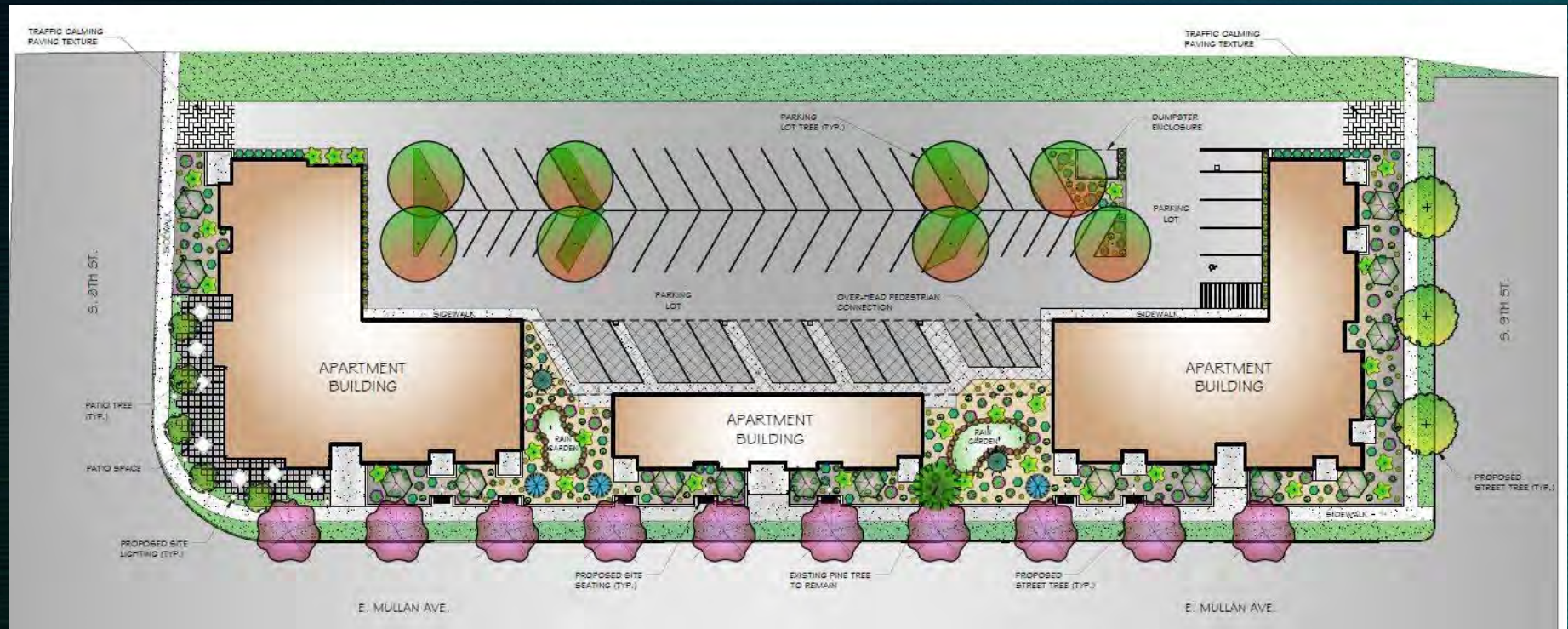
Motion from 7/28/16

- Significant changes to the connectors
 - Reduced the height and width by approximately 4' each
 - Created mechanical storage screened from public view



Motion from 7/28/16

- Exterior lighting, trash enclosures, screening of the alley



Motion from 7/28/16

- Exterior lighting, trash enclosures, screening of the alley



SEATING BENCH
NOT TO SCALE



PARKING LOT OVERHEAD AND BOLLARD LIGHTING EXAMPLE
NOT TO SCALE

Motion from 7/28/16

- Reduce the massing/incorporating base-middle-top
- Break up the roof planes, steeper pitches and gables
- Make the building look more like row houses



Current Renderings at Mullan corners

Motion from 7/28/16

- Reduce the building height on the east end to 2-stories
 - Well under 35' height limit allowed by design guidelines

Before



After



7/28/16 DRC Meeting

1. East building 3 stories
2. Building corners flat roofs and commercial look
3. Corner of 8th and Mullan sidewalk and landscaping
4. Connectors with shed roof, higher profile
5. 49 Units
6. 4 parking space reduction request with bike lockers
7. Base/middle/top distinction missing
8. Flat roof departure requested
9. No alleyway traffic calming measures

Current Plan

East building 2 stories as suggested by DRC
Pitched roofs with residential look
Public use easement with textured paving, tables, and chairs
Narrower connectors with pitched roof and 4' lower profile
43 Units
2 extra spaces provided from required amount AND keeping bike lockers
Distinction provided with siding/roof transitions, windows, balconies
No flat roof departure requested
Textured paving added at both ends of alley

One Departure Request - Connectors

- 15 foot spacing is a “should” not a “shall”, 42’ and 29’ is provided with connector
- Creates community in the building
- Provides additional accessibility and mobility throughout building
- Protection from weather when accessing building amenities
- Safe access throughout building at night
- Modifications made as requested by Commission
- Provides amenity that justifies a higher end project rather than a lower end project



The Lake Apartments

Coeur d' Alene, Idaho





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INTERIOR ARCHITECTURE & DESIGN

The Lake Apartments

Coeur d' Alene, Idaho

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ARCHITECTURE

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Solutions LLC



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INTERIOR ARCHITECTURE & DESIGN

The Lake Apartments

Coeur d'Alene, Idaho

MOMENTUM
ARCHITECTURE

Sustainable
Design
Solutions LLC

We request your approval of the project.

**DESIGN REVIEW COMMISSION
MINUTES
SEPTEMBER 22, 2016
LOWER LEVEL, COMMUNITY ROOM
702 E. FRONT AVENUE**

COMMISSIONERS PRESENT:

George Ives, Chairman
Mike Dodge
Jef Lemmon
Tom Messina
Michael Pereira, (Alternate)

STAFF MEMBERS PRESENT:

Tami Stroud, Planner
Shana Stuhlmiller, Admin. Assistant
Hilary Anderson, Community Planning Director
Randy Adams, Chief Civil Deputy City Attorney

COMMISSIONERS ABSENT:

Jon Ingalls
Josh Gore
Rick Green
Rich McKernan

CALL TO ORDER:

The meeting was called to order by Chairman Ives at 12:00 p.m.

APPROVAL OF MINUTES:

Motion by Messina, seconded by Pereira, to approve the minutes of the Design Review Commission meeting on August 25, 2016. Motion approved

COMMISSION COMMENTS:

None.

STAFF COMMENTS:

Hilary Anderson, Community Planning Director, announced that the City of Coeur d'Alene hired a new Planning Technician, Kelley Setters, who will start this week. She also introduced Randy Adams, Chief Civil Deputy City Attorney.

PUBLIC COMMENTS:

None.

NEW BUSINESS

1. Applicant: U.S. Forest Service, Mary Farnsworth
Location: 3600 W. Nursery Road
Request: Mary Farnsworth, on behalf of the U.S. Forest Service is requesting a second meeting with the Design Review Commission for the construction of a two (2) story office building totaling +/- 31,268 sf. and a (1) story warehouse building totaling +/- 30,565 sf. The subject property is within the C-17L zone (Commercial Limited at 17 units/acre). **(DR-2-16)**

Tami Stroud, Planner, presented the staff report and answered questions from the Commission. She said that after the first meeting, the applicant has made the following modifications, which are noted on the siteplan:

- The office building would be wood frame and the warehouse building would be metal frame.
- The warehouse building will also include a fenced, secure area to house their fleet vehicles and provide staff parking.
- The proposed parking will include visitor parking for the office use and 200 stalls for on-site employee parking.
- The proposed landscaping for the site and street trees are provided in the updated site plan.
- In response to the request to see the sidewalks continued, former City Engineer Gordon Dobler noted that sidewalks were not required on the north side of Kathleen.

Public Testimony open.

Brandon Prinzing, Project Manager, presented a Power Point showing slides of the proposed office building that will provide public parking in the front for the public, with employee parking provided behind a fenced secure area next to the warehouse. He stated that they will try and retain as many of the trees to help provide a buffer between the proposed office building and the surrounding neighborhood. He feels that once this building is complete, the building will blend nicely with the beautiful trees on the property. He noted that they are currently working with the city to provide an easement that will allow the continuance of the Centennial Trail through the property.

Commissioner Lemmon stated that from reviewing the site plan, it looks like there is another parking lot on the site. Mr. Prinzing explained that site has been designated for a trail head parking area that the Forest Service is providing to the city.

The commission decided to forego the third meeting with the applicant and approve the project as presented.

Motion by Dodge, seconded by Lemmon, to approve Item DR-2-16 Motion approved.

ROLL CALL:

Commissioner Dodge	Voted	Aye
Commissioner Lemmon	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Pereira	Voted	Aye

Motion to approve carried by a 4-0 vote.

2. Applicant: CDA Partners Mullan
Location: 821 E. Mullan Avenue
Request: CDA Partners is requesting a third and final meeting with the Design Review Commission for the design and construction of (43) residential units totaling 45,482 sq.ft. The subject property is within the Infill Overlay District DO-E zoning district. **(DR-4-16)**

Tami Stroud, Planner, presented the staff report and gave a brief history that includes the recommendations given to the applicant from the Design Review Commission meetings held on June 23, 2016, and July 28, 2016. She stated that at the second meeting on July 28th, 2016 when the motion was made the commission added the following recommendations for the applicant to provide at the third meeting:

- No flat roofs
- Address the connectors
- Exterior lighting
- Trash enclosures/screening
- Screening of the alley
- Reduce the massing/incorporating the base-middle-top.
- Breaking up the roof planes and incorporating some steeper pitches and gables
- Making the building look more like row houses
- Reducing the building height on the east end to two (2) stories

Ms. Stroud noted additional recommendations listed in the staff report on page 3. The applicant has requested one design departure that is below:

- Bulk and Spacing:
Intent: to retain the scale of the building in the neighborhood.

She explained that this departure is for the building connectors located at the second floor level between the three major buildings. The applicant, at the advice of the commission, has reduced the depth and height of the connectors by 4', and added a sloped roof with a 4:12 pitch. She stated that since the last meeting, the applicant has made significant changes and is available to answer questions regarding those changes.

Public testimony open.

Jeremy Vollier, Architect, thanked the commission for their recommendations given at the last meeting held on July 28th. He presented a Power Point presentation explaining the changes made to the project since the last Design Review Commission meeting on July 28th. The following is a list of changes from that meeting incorporated into the site plan.

- They have eliminated the flat roofs and replaced them with pitched roofs with a residential look.
- Reduction of East building from 3 stories to 2 stories.
- Narrower connectors with pitched roof and 4' lower profile.
- Created mechanical storage screened from public view.
- Exterior lighting, trash enclosures have been upgraded and screened.
- Reduced the massing/incorporating base-middle-top by breaking up the roof planes and incorporating some steeper pitches and gables, making the building look more like row houses.

Mr. Vollier stated that he feels the connectors will be an asset to this project in regard to safety. He commented Coeur d'Alene still has crime and feels that by having the connectors it will allow people to get from one building to another without going outside.

Chairman Ives reminded the Commission that when making a decision, it should focus on the design regulations that pertain to the project, and refrain from stating their own personal opinions.

Joe Morris, representing the East Mullan Homeowners Association, stated a list of concerns listed below that their group thinks need to be addressed.

Pitched Roofs: The outside deck on the top of the southwest corner remains. The 40-high pitched wall on the southwest corner does not have a residential look that fits the neighborhood or a base-middle-top design.

Connectors: They feel that the connectors will be used as lounge areas that provide for covered parking and feel that eight-foot wide connectors would suffice.

Reduce Building Height on the East End to Two Stories: They are aware that the number of stories has been reduced from three to two stories, but the east corner building height remains at the same 35 feet.

Base-Middle-Top: They feel this still needs more work to comply.

Rodger Smith stated that the project as designed is too massive and generally a “bad fit” for the existing older, “single family” neighborhood. The project, if built, would remove over 20 mature healthy trees.

Ms. Stroud said that Katie Kosanke, the City’s Urban Forester, met with the developer and staff at the site a few weeks ago to discuss the trees on the property. During that meeting, Ms. Kosanke picked out a number of trees on the property that were in bad shape and could be removed. She stated that the Infill Overlay – District (DOE) it addresses grand scale trees. After the meeting with Ms. Kosanke, the applicant said that they will replace additional trees for the ones that need to be removed.

Rita Snyder presented a picture taken from her house that sits behind this property and showed a contrast using photos of how this project will be an impact to her property. She stated that the alley is very narrow and is concerned that the lights provided in the parking lot next to the alley will shine onto her property. She said that the developer has made many changes since the last meeting, but feels that the building is too large and would not fit in this area.

James Morrow stated that he approves of this project and explained that he and his wife are new to the area and when trying to find a place for him and his family to rent downtown, there were not a lot of choices. He commented that after reading about the project he feels that the developer has met the guidelines needed for this project and after the project is finished it will make it more attractive to families who are looking for rental opportunities downtown.

Commissioner Messina questioned what could be built if someone bought the property based on the current infill regulations.. Ms. Stroud explained that based on the requirements in the Infill District and the Floor Area Ratio (FAR) a person can put a residential or commercial property on the property. Commissioner Messina said that he feels that this property will be developed someday and why not approve a project that has met the recommendations given for the design by the commission rather than the possibility of someone else who might purchase the property and the commission not having any input.

Commissioner Pereira inquired what type of lighting will be used. Mr. Vollier specified that the lighting will be modern in design and be positioned downward. Commissioner Messina inquired where the lights are going to be on the property. Mr. Vollier stated lights will be provided in the swales and in the alley. Mr. Wilson added that lights will also be on the street 8 feet high, and will be low-level Bollard style and site specific.

Commissioner Lemmon questioned if the applicant could explain the sample of material that the applicant brought that will be used on the building. Mr. Wilson explained that the base material will be made out of concrete that will be textured, and LP siding that will have a wood grain finish. He explained that they walked

up and down the street to try and pick colors that were similar with the neighborhood and decided to mix the materials like weathered wood and metal provided on the roof. They feel when done the project will look like a residential development.

Discussion:

Commissioner Dodge stated that he applauds the design of the project, but feels this project does not fit the neighborhood because the scale of the building is too large and will have an impact to the neighborhood. He referenced an article he recently read in the Coeur d'Alene Press where the developer proposed a pocket housing project on a small piece of land off of Lunceford Lane. The subdivision was for a 20-unit 2-story apartment housing development and the article stated that the developer decided to not do it claiming that it would have looked "horrible." The article further said that the developer decided to put in 20 little cottages that are detached. He feels that, as a commission, they should be heading towards this kind of design and that bigger buildings should be placed on the other side of the City Library closer to the Downtown Core. For those reasons, he feels that the project should be denied.

Ms. Anderson pointed out that from staff's perspective this project is not pocket housing but is single-family and multi-family and is allowed pursuant to the zoning district.

Chairman Ives said that the Ice Plant development has connectors similar to this project and the Mullan Trails project has used concrete as its base. He also noted that the commission recently approved a project a few blocks from this property that had the shed roof concept. Chairman Ives said that he feels the applicant has done a tremendous job listening to the community and the commission and stated that if the commission was going to deny the project, it should have been done at the first meeting and not the third. He feels personally that if it comes to a tie vote, he would vote in favor of the project.

Commissioner Periera said that he feels this has come a long way since the first meeting and believes that this project meets the intent of the Design Guidelines.

Commissioner Lemmon said that they have tried to make this smaller, and the Floor Area Ratio (FAR) is what it is. He feels that the parking is not ideal but the design has come a long way by the applicant eliminating the flat roofs and feels that the applicant has listened to the commission's recommendations. The development is big but Commissioner Lemmon feels the applicant is trying to make an effort and he would vote to approve the project.

Commissioner Messina stated he agrees with the last three comments and would vote to approve.

Mr. Vollier thanked the commission for their input. He feels this will be a great project for the community.

Public testimony closed.

Motion by Messina, seconded by Lemmon, to approve Item DR-4-16. Motion approved.

ROLL CALL:

Commissioner Dodge	Voted	No
Commissioner Lemmon	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Pereira	Voted	Aye
Commissioner Gore	Voted	Aye

Motion to approve carried by 4 -1 vote.

ADJOURNMENT:

Motion by Dodge, seconded by Lemmon, to adjourn the meeting.

The meeting was adjourned at 1:36 p.m.

Prepared by Shana Stuhlmiller, Public Hearing Assistant

**COEUR D'ALENE DESIGN REVIEW COMMISSION
FILE NUMBER DR-4-16
RECORD OF DECISION**

A. INTRODUCTION:

Tim Wilson on behalf of Coeur d'Alene Partners Mullan is requesting a Third Meeting with the Design Review Commission, for a 43-unit residential development. This would replace the Shady Pines apartment complex located on the site. The property is currently within the Downtown Overlay – Eastside District (DO-E) Infill District.

B. SUMMARY OF EVIDENCE RECEIVED:

1. The first meeting with the applicant was held on June 23, 2016.
 - a. Comments were received from:

Tim Wilson on behalf of DLR Properties, Brian Glenn, Jeremy Voeller, Project Manager and members of the public and the Design Review Commission:

Ms. Stroud gave an overview of the project to include the design and construction of 52 residential units totaling 55,552 sq.ft. The proposed project will be three stories tall and is located along Mullan Avenue between 8th and 9th Streets. She stated that the applicant has also discussed with staff FAR (Floor Area Ratio) bonuses and approval of the use of Bike lockers to reduce the parking requirements if this is allowed. She stated that Hilary Anderson, Community Planning Director, is seeking input from the Design Review Commission, to make the determination for the request.

Public testimony open:

Brian Glenn, applicant representative, stated that this property has been a problem and if this project is approved, it will be an upgrade to the neighborhood. He explained that they are asking for a reduction in parking that would replace those parking spaces with bike lockers that can be used by people living in the project to store various recreational equipment. He commented that they realize that parking is scarce in this area, but feels they hope to attract are people who go away in the winter and return in the summer. He stated that the existing trees are an important element to this area and when designing the building, intend to keep as many of the existing trees as possible. He commented that he will be meeting with Katie Kosanke, City Urban Forester, to discuss what trees can be removed, and which ones will remain. He addressed parking and stated that they are providing covered parking spaces in the back of the building. He continued that they would like to provide a roof top deck on the corner building and mimic Parkside. He stated that they would also like to have one-way only traffic in the alley.

Commissioner Lemmon inquired where the front of the building is in relation to the sidewalk.

Mr. Glen explained the property line is on the sidewalk.

Commissioner Ingalls inquired if the applicant could estimate the dimensions for the length of the block on Mullan.

Mr. Wilson estimated approximately 300 ft.

Commissioner Ingalls commented that after reviewing the site plan, a concern for him is the bulk and space of the building and is not in favor of giving up additional parking spaces.

Chairman Ives commented from reviewing the site plan and wanted to know what the "little" gray areas are on the site plan.

Mr. Wilson explained those areas are shaded that color to show where the grassy swales will be located.

Commissioner Ingalls stated he feels a walk-through will not eliminate the massing of the wall on the property, and would like them to reconsider the bulk and spacing.

Ms. Stroud stated that the Planning Director met with the applicant to discuss this issue and made the determination that the design of the walk-through could be connected by the roof.

Mr. Wilson explained that they intend to set the building back, so it won't look like a solid wall.

Commissioner Messina commented that's great if the Planning Director feels that is ok, but questioned if the design of a continuous roof will fit within the Design Guidelines.

Chairman Ives stated if there is a conflict with the overlay regulations the DO-E (Downtown Overlay East) regulations come first.

Mr. Wilson stated they will be using different materials on this building to match as many of the residential elements into the design of the building. He stated that they have designed many jogs to the building, so it won't look like one continuous wall.

Mr. Glenn commented that the design of the front of the building was inspired from the design of the Morning Star Lodge in Kellogg.

Commissioner Lemmon stated that he has concerns with the front wall facing Mullan, and would like to see more work done, on reducing the elevation of the wall, so when people are using the Centennial Trail that won't be looking at a massive wall.

Mr. Glenn explained that, because we were restricted to what we were allowed to show at this first meeting, explained that they have a drawing that they will present at the second meeting that will be addressing the questions asked at this first meeting. He feels the connectors are important, because we are intending to put elevators on both ends of the building, so that people accessing the building will not have to walk to the other end to get to an elevator.

Commissioner Lemmon inquired if the mechanical units on the building are intended to be screened.

Mr. Glenn explained that the units are small and that they are sensitive regarding the noise and will provide screening around the units, so they are quiet and cannot be seen.

Chairman Ives inquired if the applicant is proposing to have underground utilities for this project.

Mr. Wilson stated that all the utilities will be underground.

Commissioner Lemmon inquired if staff feels that we should address the parking issue.

Ms. Stroud stated that the Community Planning Director has requested that the commission

discuss and provide feedback whether they feel it's appropriate to reduce parking in lieu of bicycle accommodations (bike lockers) for eight parking spaces, so she can make a determination on the request.

Commissioner Ingalls stated that he is not in favor of replacing parking spaces with bike lockers.

Commissioner Lemmon inquired how many parking stalls would be eliminated.

Mr. Wilson stated that they want to eliminate eight stalls, which is a 15% reduction to the number of required off-street parking spaces for developments.

Ms. Stroud explained that the number of stalls to be eliminated is based on the number of units in the project.

Commissioner Lemmon stated that he could go either way, and stated that we do live in North Idaho with the majority of bikes goes away in the winter.

Mr. Glenn explained that he hopes the majority of tenants will be going away in the winter with maybe a few left. He stated that this project will be seasonal.

Commissioner Ingalls stated this area struggles with parking. He loves the bikes but this doesn't solve the parking. He feels this is a unique site with parking lanes.

Chairman Ives inquired if Commissioner Ingalls would do a compromise of four instead of eight.

Commissioner Ingalls stated that he would not be in favor of eliminating half the parking stalls, because it goes against the Design Guidelines.

Commissioner Periera stated that he could go either way. He concurs with Commissioner Ingalls that parking is a concern in this area.

Mr. Glenn stated that he feels a lot of people who live in these units will be a "snowbird" and feels that the elimination of eight parking spaces will not make a difference. He commented that the parking lot will be big enough to accommodate the people living in the units.

Commissioner Mckernan stated he feels that he would agree to three parking stalls removed, but not eliminating eight. He also agrees that parking is critical in this area.

Commissioner Lemmon stated that he could agree to eliminate four and not eight because parking is critical in this area.

Chairman Ives summarized the discussion from the commission regarding the 15% reduction of parking that the commission would like to see a compromise between the applicant and the city.

Mr. Glenn stated that he would like to have more input on the roof connectors, so he can come back with what the commission wants.

Chairman Ives stated he would like to see something done with the roof lines that included some design enhancements

Commissioner Ingalls disagrees that the use of the roof connectors splits the buildings and all that is seen is a big wall. He appreciates the efforts from the applicant on this project, but feels

more discussion is needed before this is approved.

Public testimony open.

Joe Morris, President of the East Mullan Home Owners Association, explained the history of how this group was formed and because of different types of projects designated for this area worked with the city to come up with Design Standards, specifically designed for this area, which is now known as the Downtown Overlay East (DO-E). He commented that his group has reviewed the plans for this project and suggested a few items for the commission to consider before they make a decision and they are: Height limits limited to 35 feet, bulk and spacing, a break in the buildings every 100 feet, reduce congestion in the alley, and don't allow deviations for the bike lockers.

Ken Snyder stated that he lives behind this property and has concerns with the parking in the alley and hopes the air conditioning units will be screened and, don't give up valuable parking spaces for bike lockers.

Rita Snyder stated that this property is surrounded on all sides with single family homes and for people living in this area, the only place to park is on the street and feels giving up parking spaces for a bike locker should not be allowed.

John Kelly stated that he is the founder of Bike CDA and applauds the developer for giving up parking stalls for a bike locker. He stated that Mullan Avenue is a major arterial for the biking community and feels by eliminating a few parking stalls will attract people from the biking community which will be a positive for this area.

Al Fields stated that he lives in the neighborhood and is restoring a 111 year old house. He commented that he is concerned about the mass of the building and is not looking forward to having a big building next to his property. He also stated that he doesn't approve of the bike locker.

Lisa Stratton stated that she has lived in this area for eight years and enjoys how quiet this area is. She concurs that parking is an issue, and inquired if the applicant could design parking underground to not eliminate the extra parking spaces for this project.

Dean Morra feels that by having the alley one-way will be a disaster if the developer won't widen the alley for the additional traffic. He stated that he is a sunbather and has a six-foot fence in the back of his property to allow him the privacy of sunbathing and feels with the height of this building next to his property, his privacy will be violated.

Commissioner Ingalls stated that this project has many positives; however, massing is an issue and does not agree to give up parking spaces as parking is scarce in this area.

Motion by Ingalls, seconded by Gore, to move to the second meeting. The motion passed unanimously.

2. The second meeting with the applicant was held on July 28, 2016.
 - a. Comments were received from:

Tim Wilson on behalf of DLR Properties, Brian Glenn, Jeremy Voeller, Project Manager and members of the public and the Design Review Commission:

Tami Stroud, Planner presented the staff report and answered questions from the Commission.

Hilary Anderson, Community Planning Director stated she appreciates all input. The City will not grant a reduction in parking. This is commendable. This is too much to reduce parking, but thank you for the input.

Commissioner Ingalls stated we are staying with the required parking spaces.

Commissioner Messina stated they have to come back with the design.

Commissioner Ingalls stated you made the right decision. This is a unique spot. No parking. He goes by Carrington Place Apartments and Rockford on Hanley. There is parking on Hanley and Carrington. We don't have spill out.

Ms. Anderson stated the parking lot requirements were reduced.

Jeremy Voeller thanked the Commission and their valuable vision for design. They were hoping this would be their final meeting. We started working on this project with the spirit of the overlay district. This project is on the western boundary of the Doe. We saw this as a transitional project, with a proposed mixed use. We approached this project with city and the governing guidelines.

Last month we took the input we received, and made design changes. We reduced the number of units to 49 to help with the parking requirement, and created three (3) buildings. Mr. Voeller described the building connectors. Last month was a two-story connector, and now this is a one-story connector.

They will maintain the distance between the buildings, and the connector came in between 15 feet of the buildings. 29 ½ and 49 ½. This was part of the intent. The corner will have glass and a more commercial use, and blend with the residential on the side. Along the building on 8th and Mullan, we have balconies. Design departures involved the pitched roof and we are asking for a departure to a flat roof. Our intent is to mask the mechanical equipment. We plan to utilize the roof for the mechanical equipment. The flat roofs take up 14% of the structure, and could be used as patios.

Commissioner Pereira stated all the units are residential units, and the second story will have conference rooms.

Mr. Voeller stated they are keeping the 24 bike lockers. The connectors have addressed some of the concerns and we want to maintain the flow. The tenants don't have to walk outside and do not have to get to either side providing good safety.

Commissioner Pereira stated the parking alone needs more work. He was concerned about parking, 100 feet of separation. He also stated the connectors are not as good. The flat roof is a small departure, and he is not against the flat roof and understands. Being in the middle would blend in. He would like to see further study. There is conflict with the size of the foot print.

Mr. Voeller mentioned that you see the towers behind the building, and we tried to go with the surrounding neighborhood. Chairman Ives stated this is book ended, and he doesn't see this as a problem with the pitched roof. Commissioner Messina asked about the height of the building and in relationship to the grade. Mr. Voeller stated this will be the existing grade. Commissioner Messina stated this is 4 feet from the existing grade. Mr. Voeller stated he is familiar with the grade, and will make sure it's within the 35 feet. Commissioner Messina stated we had issues with the height at the Planning Commission. This is a sensitive issue with this property. This is important to look at. Mr. Voeller stated this property slopes and is a challenge.

Commissioner Lemmon stated the parapet is of a concern, with the other side balconies looking down at the neighbors. He likes the idea of this use for mechanical equipment.

Mr. Voeller stated if you are up there you will be able to see the lake, which is great. We can soften this, but we will not have the landscaping done yet. Commissioner Lemmon asked if the breaks between the buildings had to connect. Mr. Voeller stated for safety and special needs folks can go up the elevator. The connectors are needed to go between the buildings.

Commissioner Messina asked about the alley, and can we fence this? Tami Stroud stated she is not sure you can do this. Hilary Anderson questioned whether they could fence along the property line? Tami Stroud stated it would be a two-way alley.

Chairman Ives mentioned doing underground utilities. Mr. Voeller explained they will be underground, and we will pave the alley construct new sidewalks.

Commissioner Messina asked about the fencing in the alley. Mr. Voeller stated would be hard for the parking to work. Chairman Ives asked about underground parking. Mr. Voeller stated that it's very expensive.

Commissioner Gore has no problem with the proposed flat roofs. This will look like an ugly apartment. The flat roofs give contrast. The big flat compliments the flat roof. He is pro-flat roof. The oldest buildings on Sherman have flat roofs, and I feel it will improve the look of the building. I would suggest you make the three connectors flat also. For ADA requirements, the connectors make it compliant for everyone.

Mr. Voeller stated making the connectors with the flat roofs would allow the mechanical units to be there.

Public Testimony open.

Ken Snyder commented he appreciates this project. This is an important piece of property. This will impact the neighborhood. Do it poorly and it will be not be right. The massing is enormous. He commends the project for sticking with parking requirements. This is a big building. Safety is bogus. Alley is a concern for traffic. He is not in favor of the project.

Rodger Smith echoed the conversation that the massing is huge. This is a very special site. Three stories are a bad fit for this residential area. The zoning they are allowed. Function of the Commission is to determine if this is a good fit. They are the watch dog for this community. We have one chance to get this right. I would like to see the window detail on Mullan Avenue.

Guy Armor feels the building is large. This building is not sensitive to the residential neighborhood. He has a little boy who rides his bike around the block. The Applicant said these units would be rental units and residents would not be around most of the year. He would remove the connectors and make the three buildings the same size. Security is not an issue. Where is the trash located and he is concerned about the lights. No light trespass. He does not want to feel like he is in a Shopko parking lot. Where is the snow removal going to go?

Katie baker, this is a big building. This is an old neighborhood. We didn't move here for a more commercial feel. We want to live in old Coeur d'Alene. This project does not meet this concern. The majority of the homes are old. She would like shady pines upgraded, and townhouses or courtyard homes would work good. This project will not fit. Security is not an issue in this neighborhood. Light pollution is a concern.

John Kelly public safety representative for KCATT, and a bike pedestrian representative was with the Police Department for 30 years. He retired from the Police Department. He never gave up tracking wrecks, and he wants to expand this study for urban crashes and minimizing motor use. The Mayor

previously called a meeting when we did a project like this. Would this building impact the eco system? The last traffic count was done in 2013, and by the design drivers can go less than the speed limit.

Joe Morris stated his comments are based on his current understanding of the project, and recently met with the Planning Department staff and the Project Manager to express our concerns so some changes may have occurred. He that their concerns are with the following: Roof pitch, Bulk and Spacing, high amount of traffic that will utilize the alley, the spillover of parking to the surrounding neighborhood, the disruption during construction, the manner in which the 35 foot height limit is applied.

Rita Snyder stated she wants to protect the already existing historical homes in this area and was hoping to see a project similar to the Ice Plant. She is not against this property being developed, but feels the building design should mimic what currently exists.

Public testimony closed.

Discussion:

A lengthy discussion ensued resulting in the following motion and recommendations to the applicant.

Commissioner Ingalls moved to bring this project back for a 3rd Meeting. The Commission is providing guidance to the applicant with a strong preference for no flat roofs, and significant changes to the connectors and other details - including but not limited to exterior lighting, trash enclosures/screening, screening of the alley, reducing the massing, incorporating the base-middle-top, breaking up the roof planes and incorporating some steeper pitches and gables, making the building look more like row houses, and reducing the building height on the east end to 2 stories.

Motion by Ingalls, seconded by Gore, to require a third meeting. The motion passed unanimously.

3. The third/final meeting with the applicant was held on September 22, 2016.
 - a. Comments were received from:

Tim Wilson on behalf of DLR Properties, Brian Glenn, Jeremy Voeller, Project Manager and members of the public and the Design Review Commission:

Tami Stroud, Planner, presented the staff report and gave a brief history that includes the recommendations given to the applicant from the Design Review Commission meetings held on June 23, 2016, and July 28, 2016. She stated that at the second meeting on July 28th, 2016 when the motion was made the commission added the following recommendations for the applicant to provide at the third meeting:

- No flat roofs
- Address the connectors
- Exterior lighting
- Trash enclosures/screening
- Screening of the alley
- Reduce the massing/incorporating the base-middle-top.
- Breaking up the roof planes and incorporating some steeper pitches and gables
- Making the building look more like row houses
- Reducing the building height on the east end to two (2) stories

Ms. Stroud noted additional recommendations listed in the staff report on page 3. The applicant has requested one design departure that is below:

- Bulk and Spacing:
Intent: to retain the scale of the building in the neighborhood.

She explained that this departure is for the building connectors located at the second floor level between the three major buildings. The applicant, at the advice of the commission, has reduced the depth and height of the connectors by 4', and added a sloped roof with a 4:12 pitch. She stated that since the last meeting, the applicant has made significant changes and is available to answer questions regarding those changes.

Public testimony open.

Jeremy Voeller, Architect, thanked the commission for their recommendations given at the last meeting held on July 28th. He presented a Power Point presentation explaining the changes made to the project since the last Design Review Commission meeting on July 28th. The following is a list of changes from that meeting incorporated into the site plan.

- They have eliminated the flat roofs and replaced them with pitched roofs with a residential look.
- Reduction of East building from 3 stories to 2 stories.
- Narrower connectors with pitched roof and 4' lower profile.
- Created mechanical storage screened from public view.
- Exterior lighting, trash enclosures have been upgraded and screened.
- Reduced the massing/incorporating base-middle-top by breaking up the roof planes and incorporating some steeper pitches and gables, making the building look more like row houses.

Mr. Voeller stated that he feels the connectors will be an asset to this project in regard to safety. He commented Coeur d'Alene still has crime and feels that by having the connectors it will allow people to get from one building to another without going outside.

Chairman Ives reminded the Commission that when making a decision, it should focus on the design regulations that pertain to the project, and refrain from stating their own personal opinions.

Joe Morris, representing the East Mullan Homeowners Association, stated a list of concerns listed below that their group thinks need to be addressed.

Pitched Roofs: The outside deck on the top of the southwest corner remains. The 40-high pitched wall on the southwest corner does not have a residential look that fits the neighborhood or a base-middle-top design.

Connectors: They feel that the connectors will be used as lounge areas that provide for covered parking and feel that eight-foot wide connectors would suffice.

Reduce Building Height on the East End to Two Stories: They are aware that the number of stories has been reduced from three to two stories, but the east corner building height remains at the same 35 feet.

Base-Middle-Top: They feel this still needs more work to comply.

Rodger Smith stated that the project as designed is too massive and generally a "bad fit" for the existing older, "single family" neighborhood. The project, if built, would remove over 20 mature healthy trees.

Ms. Stroud said that Katie Kosanke, the City's Urban Forester, met with the developer and staff at the site a few weeks ago to discuss the trees on the property. During that meeting, Ms. Kosanke picked out a number of trees on the property that were in bad shape and could be removed. She stated that the Infill

Overlay – District (DOE) it addresses grand scale trees. After the meeting with Ms. Kosanke, the applicant said that they will replace additional trees for the ones that need to be removed.

Rita Snyder presented a picture taken from her house that sits behind this property and showed a contrast using photos of how this project will be an impact to her property. She stated that the alley is very narrow and is concerned that the lights provided in the parking lot next to the alley will shine onto her property. She said that the developer has made many changes since the last meeting, but feels that the building is too large and would not fit in this area.

James Morrow stated that he approves of this project and explained that he and his wife are new to the area and when trying to find a place for him and his family to rent downtown, there were not a lot of choices. He commented that after reading about the project he feels that the developer has met the guidelines needed for this project and after the project is finished it will make it more attractive to families who are looking for rental opportunities downtown.

Commissioner Messina questioned what could be built if someone bought the property based on the current infill regulations. Ms. Stroud explained that based on the requirements in the Infill District and the Floor Area Ratio (FAR) a person can put a residential or commercial property on the property. Commissioner Messina said that he feels that this property will be developed someday and why not approve a project that has met the recommendations given for the design by the commission rather than the possibility of someone else who might purchase the property and the commission not having any input.

Commissioner Pereira inquired what type of lighting will be used. Mr. Voeller specified that the lighting will be modern in design and be positioned downward. Commissioner Messina inquired where the lights are going to be on the property. Mr. Voeller stated lights will be provided in the swales and in the alley. Mr. Wilson added that lights will also be on the street 8 feet high, and will be low-level Bollard style and site specific.

Commissioner Lemmon questioned if the applicant could explain the sample of material that the applicant brought that will be used on the building. Mr. Wilson explained that the base material will be made out of concrete that will be textured, and LP siding that will have a wood grain finish. He explained that they walked up and down the street to try and pick colors that were similar with the neighborhood and decided to mix the materials like weathered wood and metal provided on the roof. They feel when done the project will look like a residential development.

Discussion:

Commissioner Dodge stated that he applauds the design of the project, but feels this project does not fit the neighborhood because the scale of the building is too large and will have an impact to the neighborhood. He referenced an article he recently read in the Coeur d'Alene Press where the developer proposed a pocket housing project on a small piece of land off of Lunceford Lane. The subdivision was for a 20-unit 2-story apartment housing development and the article stated that the developer decided to not do it claiming that it would have looked "horrible." The article further said that the developer decided to put in 20 little cottages that are detached. He feels that, as a commission, they should be heading towards this kind of design and that bigger buildings should be placed on the other side of the City Library closer to the Downtown Core. For those reasons, he feels that the project should be denied.

Ms. Anderson pointed out that from staff's perspective this project is not pocket housing but is single-family and multi-family and is allowed pursuant to the zoning district.

Chairman Ives said that the Ice Plant development has connectors similar to this project and the Mullan Trails project has used concrete as its base. He also noted that the commission recently approved a project a few blocks from this property that had the shed roof concept. Chairman Ives said that he feels the applicant has done a tremendous job listening to the community and the commission and stated that if

the commission was going to deny the project, it should have been done at the first meeting and not the third. He feels personally that if it comes to a tie vote, he would vote in favor of the project.

Commissioner Periera said that he feels this has come a long way since the first meeting and believes that this project meets the intent of the Design Guidelines.

Commissioner Lemmon said that they have tried to make this smaller, and the Floor Area Ratio (FAR) is what it is. He feels that the parking is not ideal but the design has come a long way by the applicant eliminating the flat roofs and feels that the applicant has listened to the commission's recommendations. The development is big but Commissioner Lemmon feels the applicant is trying to make an effort and he would vote to approve the project.

Commissioner Messina stated he agrees with the last three comments and would vote to approve.

Mr. Voeller thanked the commission for their input. He feels this will be a great project for the community.

Public testimony closed.

Motion by Messina, seconded by Lemmon, to approve Item DR-4-16. Motion approved.

ROLL CALL:

Commissioner Dodge	Voted	No
Commissioner Lemmon	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Pereira	Voted	Aye
Commissioner Gore	Voted	Aye

Motion to approve carried by 4 -1 vote.

C. GUIDELINES THAT HAVE BEEN MET: *(Write N/A for Not Applicable – add comments if necessary)*

Downtown Overlay – Eastside (DO-E)

The boundaries of the DO-E District are as depicted in subsection C of this section. The intent of this district is to create a transition between the downtown core and residential areas to the east. Infill development is encouraged, including urban housing (e.g. townhouses, courtyard housing, cottages) with a height limit that is compatible with lower scaled development. However, it is intended that development within the district consist of sufficient density to warrant the provision of parking below grade. Moreover, a limited array of goods and services are appropriate to serve the neighborhood. Traffic calming measures would be applied and there would be an emphasis on preserving existing large trees and providing new ones.

DESIGN GUIDELINES:

In order to approve the request, the Design Review Commission will need to consider any applicable design guidelines for the proposed project.

1. GUIDELINE: GENERAL LANDSCAPING

The planting of perennials and annuals is encouraged to accent building and vehicular access areas, entrances, pedestrian areas, public open spaces, etc.

FINDING: *The landscape plan was submitted with the application. There was discussion about the Grand Scale Trees on the property. The applicant met with the Katie Kosanke, City Urban Forester to identify the trees on the property that can be retained and which ones should be removed. The applicant indicated that the trees that have to be removed will be replaced. The landscape plan does show a number of proposed trees around the perimeter of the site and within the parking lot.*

2. GUIDELINE: SCREENING OF PARKING LOTS

Screening of Parking Lots. Surface parking lots must be screened in accordance with the guideline to reduce the visual impact of surface parking lot.

FINDING: *There are trees noted on the landscape plan submitted. Per the landscaping plan eight (8) trees will be placed within the parking lot as indicated on the landscaping plan.*

3. GUIDELINE: SCREENING OF TRASH/SERVICE AREAS

In order to reduce the visual impacts of trash and service areas:

1. Trash and service areas shall be placed away from the public right-of-way.
2. Trash and service areas shall be screened from view on all sides with solid evergreen plant material or architectural treatment similar to the design of the adjacent building.
3. Loading and service areas shall not face any residential areas, unless no other location is possible.

FINDING: *The trash/service area is noted on the southern portion of the parking lot and will be screened with an enclosure and landscaping as shown on the landscaping plan submitted by the applicant.*

4. GUIDELINE: LIGHTING INTENSITY

In order to conserve energy, prevent glare and reduce atmospheric light pollution while providing sufficient site lighting for safety and security:

1. All fixtures must be shielded to prevent light trespassing outside the property boundaries.
2. All fixtures used for site lighting shall incorporate shields to minimize up-light spill and glare from the light source.
3. Flashing lights are prohibited with the following exception:
 - a. Low-wattage holiday and special occasion accent lights.

4. Lighting directed upwards above the horizontal plane (up-lighting) is prohibited, with the exception of Government Flags.

FINDING: *There was discussion about the proposed lights being placed on poles that are 8 ft. high within the parking lot. Additional lighting will be located where benches and seating areas are proposed. The type of lighting will be designed as low-level Bollard style and site specific.*

5. GUIDELINE: SCREENING OF ROOFTOP MECHANICAL EQUIPMENT

In order to screen rooftop mechanical and communications equipment from the ground level of nearby streets and residential areas, the following requirements must be met:

1. Mechanical equipment must be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building. Painting rooftop equipment or erecting fences are not acceptable methods of screening rooftop equipment.

2. Any rooftop mounted voice/data transmission equipment shall be integrated with the design of the roofs.

FINDING: *The applicant stated that the mechanical equipment will be placed behind a parapet on top of the building and will be screened.*

6. GUIDELINE: WIDTH AND SPACING OF CURB CUTS

In order to maintain continuous uninterrupted sidewalks within the Infill Overlay Districts, the following requirements must be met:

1. Non-residential Curb Cuts: Curb cuts for non-residential uses shall not exceed 24 feet for combined entry/exits for every 100 feet of street frontage.

2. Continuous Sidewalk Pattern and Materials: The sidewalk pattern and material shall carry across the driveway.

3. Shared Use of Driveways: Adjacent developments shall share driveways, to the greatest extent possible.

FINDING: *The access to the parking will be off the alley and the applicant stated that they will be placing speed calming device located in the alley.*

7. GUIDELINE: PARKING LOT LANDSCAPE

In order to reduce the visual mass of parking lots the following requirements must be met.

1. Side or Limited Front Parking lots: Where the parking lot is located to the side of the building and partially abuts the public street, one shade tree for every six spaces shall be provided. (In those rare instances in which lots are in front of buildings this same guideline shall apply).

2. Rear Parking Lots: Where the parking lot is located behind the building and not visible from

the public street, one shade tree for every eight spaces shall be provided.

3. Required Tree type: Parking lot trees shall have rounded umbrella-like canopies that provide shade. Parking lot trees shall be selected based upon mature size, soil conditions, drainage, exposure, built environment space constraints and hardiness zone. Non-native columnar and pyramidal type tree canopies are discouraged.

FINDING: *This guideline is not applicable*

8. GUIDELINE: LOCATION OF PARKING

In order to diminish the visual impact of parking areas and to enhance the pedestrian experience, parking lots shall be located behind buildings to the greatest extent possible. If necessary, parking lots may be located to the side of the building. Parking lots should never be located between the public street and the building or at intersection corners.

FINDING: *Parking will be provided behind the building as shown on the site plan.*

9. GUIDELINE: GRAND SCALE TREES

In order to reinforce the character of Coeur d'Alene, grand scale evergreen and deciduous trees with a minimum 20-inch DBH measured at 4.5 feet above the ground and /or 45 feet in height, should be retained if they are located within 20 feet of a public street. Grand scale trees may be removed if they are determined to be unhealthy or a hazard by the City's Urban Forester.

FINDING: *The applicant met with the City Urban Forester, Katie Kosanke who met with him on-site to determine what trees would be retained and what trees can be removed. The landscaping plan is provided showing the number of trees that will be on the site.*

10. GUIDELINE: IDENTITY ELEMENTS

DO-E District: Art elements and unique street furnishings must be used to identify the DO-E District.

FINDING: *This guideline is not applicable*

11. GUIDELINE: FENCES NEXT TO SIDEWALKS

1. Visual Impact of Fences:

If fences are used, they must be more visually transparent than opaque when located adjacent to public streets.

2. Stepped Fences Required:

Fences shall be "stepped" rather than sloping with the grade.

3. Wire/Industrial Fences Prohibited:

Wire fence constructed of "industrial" type materials such as chain link are not allowed when located adjacent to public streets.

FINDING: *This guideline is not applicable.*

12. GUIDELINE: WALLS NEXT TO SIDEWALKS

If walls are used to provide privacy, control circulation, provide security, and emphasize entryways next to sidewalks, the following guidelines must be met:

1. Required Details on Walls:

Walls shall be detailed with reveals, caps overhangs, soldier courses or other added visual interest.

2. Stepped Walls Required:

Walls shall be level or "stepped" rather than sloped with the grade.

3. Prohibited Walls:

Walls constructed of flat, unembellished poured concrete are not allowed when located adjacent to public streets.

FINDING: *There was discussion about building material and will be a combination of concrete, lap siding and other materials. This guideline is not applicable*

13. GUIDELINE: CURBSIDE PLANTING STRIPS

In order to maintain the existing boulevard streetscape setting, the following guidelines must be met:

1. Required Planting Strips:

Continuous planting strips shall be provided between the street curb and sidewalk on both sides of the public street.

2. Required Plantings and Street Trees:

Planting strips shall be planted with living ground cover and street trees should be a combination of evergreen (where space allows) and deciduous varieties.

FINDING: *Reference should be made to the overall landscape plan as there will be a great deal of landscaping per the plan, which includes trees and shrubs.*

14. GUIDELINE: UNIQUE HISTORIC FEATURES

In order to retain the unique character of the neighborhood and businesses, the following guidelines must be met:

1. Retention of Historic Signs/Structures:

Historic signs, pavement markings, and landmark structures should be retained.

2. New Landmark Signs:

New landmark signs should correspond to the location, setting and type of businesses.

FINDING: *This guideline is not applicable*

15. GUIDELINE: ENTRANCES

In order to ensure that building entrances are welcoming to pedestrians, easily identifiable and accessible from streets and sidewalks, the following guidelines must be met.

FINDING: *The applicant provided drawings showing entrances located on East Mullan and the side streets.*

16. GUIDELINE: ORIENTATION TO THE STREET

In order to provide a clearly defined, welcoming, and safe entry for pedestrians from the sidewalk into the building, the following guidelines must be met.

1. Clearly Identifiable Entry:

Architectural elements shall be used to provide a clearly identifiable and defensible entry that is visible from the street.

2. Required Entry Design Elements:

Developments shall include at least two of the following: Recesses, balconies, articulated roof forms, front porches, arches, trellises, windows at sides and/or above entry doors, awnings and /or canopies.

3. Pedestrian Scale Lighting Required:

Pedestrian scale lighting and/or lighted bollards shall be provided.

4. Entry to Face Street:

Primary building entries should face the street. If the doorway does not face the street, a clearly marked and well-maintained path shall connect the entry to the sidewalk.

FINDING: *The building entrances will be designed based on the proposed drawings showing setbacks and the landscape plan submitted.*

17. GUIDELINE: TREATMENT OF BLANK WALLS

In order to mitigate blank walls within public view by providing visual interest.

FINDING: *This guideline does not relate to the proposed project.*

18. GUIDELINE: INTEGRATION OF SIGNS WITH ARCHITECTURE

In order to ensure that signage is part of the overall design of a project.

FINDING: *This guideline is not applicable.*

19. GUIDELINE: CREATIVE/INDIVIDUALITY OF SIGNS

In order to encourage interesting creative and unique approaches to the design of signs.

FINDING: *This guideline is not applicable.*

20. GUIDELINE: INTEGRATION OF SIGNS WITH ARCHITECTURE

In order to ensure that signage is part of the overall design of a project, the following guidelines must be met.

1. Sign Plan Required:

Architectural elements shall be used to provide a clearly identifiable and defensible entry that is visible from the street.

2. Required Entry Design Elements:

The design of buildings and sites shall identify locations and sizes for future signs. As tenants install signs, such signs shall be in conformance with an overall sign plan that allows for advertising which fits with the architectural character, proportions, and details of the development. The sign plan shall indicate location, size, and general design.

3. Projection above Roof Prohibited: Signs shall not project above the roof, parapet, or exterior wall.

FINDING: *This guideline is not applicable.*

21. GUIDELINE: CREATIVITY/INDIVIDUALITY OF SIGNS

In order to encourage interesting, creative and unique approaches to the design of signs, the following guidelines must be met:

1. Graphic Signs:

Signs should be highly graphic in form, expressive and individualized.

2. Projecting Signs:

Projecting signs supported by ornamental brackets and oriented to pedestrians are strongly encouraged.

FINDING: *This guideline is not applicable.*

D. DESIGN DEPARTURES: The applicant has requested one departure.

➤ Bulk and Spacing:

Intent:

To retain the scale of buildings in the neighborhood.

Standards:

The maximum horizontal dimension of a building facing a street should be no more than 100 feet.
A minimum 15 foot separation should be maintained between buildings that face the street.

Section 17.07.940 of the Design Guidelines state that the guidelines allow for some flexibility in application, providing that the intent of the Code is met. The Applicant has requested the above-noted Design Departure. In order for the DRC to approve a design departure, they must find that:

1. The requested departure meets the intent statements relating to applicable development standards and design guidelines. The applicant will provide building connectors at the second floor level between the three major buildings that will provide the separation needed to maintain buildings facing the street.
2. The departure does not have a detrimental effect on nearby properties or the City as a whole.
3. The project's building(s) exhibits a high degree of craftsmanship, building detail, architectural design, or quality of materials that are not typically found in standard construction. In order to meet this standard, an applicant must demonstrate to the Planning Director that the project's design offers a significant improvement over what otherwise could have been built under minimum standards and guidelines. The applicant presented samples of the various materials that will be used for the roof, windows, railing and siding.

The applicant(s) presented the sample building materials which included a combination of concrete, lap siding, metal roofing and some type of railing material.

4. The proposed departure is part of an overall, thoughtful and comprehensive approach to the design of the project as a whole.
5. The project is consistent with the Comprehensive Plan and any applicable plan. (Ord. 3328 §8, 2008; Ord. 3192 §10, 2004).

PROPOSED CONDITIONS:

None.

Motion by, Messina seconded by, Lemmon, to approve the foregoing Record of Decision.

ROLL CALL:

Commissioner Dodge	Voted No
Commissioner Lemmon	Voted Yes
Commissioner Messina	Voted Yes
Alternate Commissioner Pereira	Voted Yes


CHAIRMAN GEORGE IVES

STATE OF IDAHO)

) ss.

County of Kootenai)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____, known to me to be the _____ of the Design Review Commission,

Respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said Design Review Commission of the City of Coeur d'Alene executed the same.

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

Notary Public for _____

Residing at _____

My Commission expires: _____

Pursuant to Section 17.09.335A Appellate Body, "Final decisions of the Design Review Commission may be appealed to the City Council if an appeal is requested within 10 days after the record of decision has been issued. The appeal shall be in the form of a letter written to the Mayor and City Council and shall be filed with the Planning Director or his or her designee."

Section 17.09.340C, Lapse of Approval states that "Unless a different termination date is prescribed, the design approval shall terminate one year from the effective date of its granting unless substantial development or actual commencement of authorized activities has occurred. However, such period of time may be extended by the Design Review Commission for one year, without public notice, upon written request filed at any time before the approval has expired and upon a showing of unusual hardship not caused by the owner or applicant."

A copy of the Design Review Commission's Record of Decision Worksheet will be available upon request from the Planning Department at 208-769-2240.

Pursuant to Section 17.09.335 of the Municipal Code, the decision of the Design Review Commission shall become final on **November 3, 2016**, 10 days after the Record of Decision has been issued, unless appealed to the City Council. Any property owner or resident may file an appeal.

RIGHT OF APPEAL

FINAL DECISIONS OF THE DESIGN REVIEW COMMISSION MAY BE APPEALED TO THE CITY COUNCIL. THE WRITTEN APPEAL MUST BE RECEIVED BY THE PLANNING DIRECTOR WITHIN TEN (10) DAYS AFTER THE WRITTEN RECORD OF DECISION IS DISTRIBUTED AS REQUIRED BY MUNICIPAL CODE SECTION 17.09.335(B). THE APPEAL MUST BE ACCOMPANIED BY THE APPEAL FEE AND STATE THE FILE NUMBER OF THE PROJECT BEING APPEALED.

COMPLIANCE WITH APPROVED PLAN

ONCE APPROVED, THE PROJECT MUST BE DEVELOPED IN ACCORDANCE WITH THE APPROVED PLANS AND ALL CONDITIONS OF APPROVAL. IF THE DEVELOPMENT APPLICANT WISHES TO MODIFY THE DESIGN IN A SUBSTANTIAL MANNER OR SUBMITS AN APPLICATION FOR PERMIT APPROVAL THAT DOES NOT INCORPORATE ALL OF THE SUBSTANTIVE ELEMENTS OF THE APPROVED DESIGN, THE DEVELOPMENT APPLICANT MUST SUBMIT THE REVISED PLAN FOR DESIGN REVIEW AND APPROVAL. COMPLIANCE WITH THE APPROVED DESIGN WILL BE DETERMINED BY THE PLANNING DIRECTOR OR HIS OR HER DESIGNEE. THE RECORD OF DECISION WILL BE RECORDED SO THAT SUBSEQUENT OWNERS ARE MADE AWARE OF THE CONDITIONS OF APPROVAL.

INFORMATION SECTION
Including
Correspondence
Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWO MONTH ENDED
November 30, 2016

RECEIVED

DEC 08 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2016	PERCENT EXPENSE
Mayor/Council	Personnel Services	\$231,305	\$37,456	16%
	Services/Supplies	11,400	716	6%
Administration	Personnel Services	328,000	51,859	16%
	Services/Supplies	51,120	11,050	22%
Finance	Personnel Services	683,506	113,645	17%
	Services/Supplies	481,780	9,141	2%
Municipal Services	Personnel Services	1,153,286	200,657	17%
	Services/Supplies	507,013	129,435	26%
	Capital Outlay			
Human Resources	Personnel Services	233,632	33,403	14%
	Services/Supplies	93,025	4,382	5%
Legal	Personnel Services	1,114,688	188,180	17%
	Services/Supplies	92,653	8,941	10%
Planning	Personnel Services	545,298	85,748	16%
	Services/Supplies	39,350	3,057	8%
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	53,617	15%
	Services/Supplies	155,606	15,672	10%
	Capital Outlay			
Police	Personnel Services	11,962,404	2,092,703	17%
	Services/Supplies	1,092,115	127,420	12%
	Capital Outlay	5,950	(97)	-2%
Fire	Personnel Services	8,811,284	1,711,251	19%
	Services/Supplies	546,653	26,994	5%
	Capital Outlay	320,000	435,065	136%
General Government	Services/Supplies	800	(129)	-16%
	Capital Outlay	93,925		
Byrne Grant (Federal)	Services/Supplies			
	Capital Outlay			
COPS Grant	Personnel Services	190,189		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	30,710		
	Capital Outlay			
Streets	Personnel Services	2,321,133	400,798	17%
	Services/Supplies	645,980	62,678	10%
	Capital Outlay	57,000		


CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWO MONTH ENDED
November 30, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2016	PERCENT EXPENDED
Engineering Services	Personnel Services	434,701	80,018	18%
	Services/Supplies	857,860	14,921	2%
	Capital Outlay			
Parks	Personnel Services	1,423,537	205,393	14%
	Services/Supplies	536,450	44,789	8%
	Capital Outlay	44,000	15,358	35%
Recreation	Personnel Services	550,809	71,128	13%
	Services/Supplies	157,430	27,191	17%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	145,939	17%
	Services/Supplies	41,206	1,175	3%
	Capital Outlay			
Total General Fund		<u>37,082,265</u>	<u>6,409,554</u>	<u>17%</u>
Library	Personnel Services	1,208,298	196,591	16%
	Services/Supplies	199,850	39,847	20%
	Capital Outlay	160,000	8,282	5%
CDBG	Services/Supplies	606,873	13,362	2%
Cemetery	Personnel Services	186,235	30,530	16%
	Services/Supplies	100,500	8,260	8%
	Capital Outlay	30,000		
Impact Fees	Services/Supplies	760,039		
Annexation Fees	Services/Supplies	193,000		
Parks Capital Improvements	Capital Outlay	146,500	15,502	11%
Insurance	Services/Supplies			
Cemetery Perpetual Care	Services/Supplies	157,500	10,561	7%
Jewett House	Services/Supplies	25,855	884	3%
Reforestation	Services/Supplies	2,000	165	8%
Street Trees	Services/Supplies	100,000	15,608	16%
Community Canopy	Services/Supplies	1,500	79	5%
CdA Arts Commission	Services/Supplies			
Public Art Fund	Services/Supplies	231,300	9,426	4%
		<u>4,109,450</u>	<u>349,097</u>	<u>8%</u>
Debt Service Fund		<u>937,407</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWO MONTH ENDED
November 30, 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2016	PERCENT EXPENDED
Seltice Way	Capital Outlay	675,000		
Seltice Way Sidewalks	Capital Outlay	325,000		
Traffic Calming	Capital Outlay	25,000		
Govt Way - Hanley to Prairie	Capital Outlay	4,334,000	2,654	0%
Levee Certification	Capital Outlay	30,000		
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	20,000		
Mullan Road Realignment	Capital Outlay			
Kathleen Avenue Widening	Capital Outlay	330,039		
Margaret Avenue	Capital Outlay	65,000		
Ironwood	Capital Outlay	400,000		
		<u>6,204,039</u>	<u>2,654</u>	<u>0%</u>
Street Lights	Services/Supplies	622,000	3,700	1%
Water	Personnel Services	1,951,906	314,417	16%
	Services/Supplies	4,376,100	84,928	2%
	Capital Outlay	3,225,000	21,998	1%
Water Capitalization Fees	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	416,713	16%
	Services/Supplies	7,205,619	177,177	2%
	Capital Outlay	12,496,100	37,076	0%
	Debt Service	2,178,063		
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	272,163	8%
Public Parking	Services/Supplies	374,546	12,430	3%
	Capital Outlay			
Drainage	Personnel Services	110,381	21,121	19%
	Services/Supplies	637,130	165	0%
	Capital Outlay	400,000	33	0%
Total Enterprise Funds		<u>43,995,415</u>	<u>1,361,921</u>	<u>3%</u>
Kootenai County Solid Waste		2,500,000	218,561	9%
Police Retirement		173,200	28,404	16%
Business Improvement District		210,000		
Homeless Trust Fund		5,200	387	7%
Total Fiduciary Funds		<u>2,888,400</u>	<u>247,352</u>	<u>9%</u>
TOTALS:		<u>\$95,216,976</u>	<u>\$8,370,578</u>	<u>9%</u>

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


Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

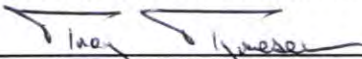
DEC 08 2016

CITY CLERK

**City of Coeur d'Alene
Cash and Investments
11/30/2016**

Description	City's Balance
U.S. Bank	
Checking Account	7,789,397
Checking Account	30,295
Municipal Investment Account	6,536
Investment Account - Police Retirement	1,377,507
Investment Account - Cemetery Perpetual Care Fund	1,678,081
Wells Fargo Bank	
Federal Home Loan Bank	1,500,897
Community 1st Bank	
Certificate of Deposit	1,206,619
Idaho Independent Bank	
Secure Muni Investment	249,161
Idaho Central Credit Union	
Certificate of Deposit	249,995
Idaho State Investment Pool	
State Investment Pool Account	22,590,342
Columbia Bank	
Repurchase Agreement Account	2,684,619
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u><u>39,365,574</u></u>

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


Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho


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

DEC 08 2016

CITY CLERK

FUND	BALANCE 10/31/2016	RECEIPTS	DISBURSE- MENTS	BALANCE 11/30/2016
<u>General-Designated</u>	\$1,062,786	\$7,862	\$681	\$1,069,967
<u>General-Undesignated</u>	10,907,969	1,498,510	4,197,910	8,208,569
<u>Special Revenue:</u>				
Library	78,952	6,103	178,579	(93,524)
CDBG	(1,204)	13,806	17,200	(4,598)
Cemetery	(17,208)	20,783	26,280	(22,705)
Parks Capital Improvements	342,921	4,281	15,734	331,468
Impact Fees	2,882,213	36,334		2,918,547
Annexation Fees	553,437	264		553,701
Insurance	77,446	448		77,894
Cemetery P/C	1,694,894	4,080	20,143	1,678,831
Jewett House	19,602	696	937	19,361
Reforestation	22,847	58		22,905
Street Trees	193,248	7,331	8,303	192,276
Community Canopy	1,217	221	79	1,359
CdA Arts Commission	2,189	1		2,190
Public Art Fund	74,890	50		74,940
Public Art Fund - ignite	549,043	369		549,412
Public Art Fund - Maintenance	99,020	68	2,780	96,308
<u>Debt Service:</u>				
2015 G.O. Bonds	533,399	2,028		535,427
LID Guarantee	54,901	37		54,938
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	202,844	18,149	2,655	218,338
<u>Enterprise:</u>				
Street Lights	(54,020)	92,773	11,710	27,043
Water	1,931,683	696,676	245,990	2,382,369
Water Capitalization Fees	4,519,545	65,635	188,690	4,396,490
Wastewater	3,838,859	2,827,672	851,676	5,814,855
Wastewater-Reserved	1,183,961	27,500	438,308	773,153
WWTP Capitalization Fees	6,342,798	89,124	1,068,326	5,363,596
WW Property Mgmt	60,668			60,668
Sanitation	347,460	367,246	276,144	438,562
Public Parking	135,680	112,594	4,429	243,845
Drainage	491,202	84,265	16,448	559,019
Wastewater Debt Service	1,017,509	528,902	528,222	1,018,189
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	218,561	206,889	218,719	206,731
LID Advance Payments	250			250
Police Retirement	1,412,989	14,407	33,623	1,393,773
Sales Tax	1,394	5,323	5,362	1,355
BID	194,226	5,376		199,602
Homeless Trust Fund	387	471	387	471
GRAND TOTAL	\$40,978,557	\$6,746,332	\$8,359,315	\$39,365,574

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


Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho