

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

AGENDA

VISION STATEMENT

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

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

6:00 P.M.

May 16, 2017

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Mike Slothower, River of Life 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:

1. Proclamation for Safe Boating Awareness Week – May 20-26, 2017

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

1. Approval of Council Minutes for the April 27, 2017 and May 2, 2017 Council Meeting.
2. Approval of Bills as submitted and reviewed for accuracy by Finance Department
3. Approval of Financial Report
4. Approval of the General Services Committee Meeting Minutes from the meeting held on May 8, 2017.
5. Setting of General Services and Public Works Committees meetings for May 22, 2017 at 12:00 noon and 4:00 p.m. respectively.

6. Setting of a Public Hearing for June 20, 2017 for ZC-1-17, A proposed zone change from LM (Light Manufacturing) to City C-17 (Commercial at 17 units/acre) zoning district at 505 W. Kathleen Avenue; Applicant: Lake City Engineering LLC.
7. Approval of beer and wine Licenses:
 - a. Castaway Cellars, Inc. for 210 Sherman Avenue; Michille and Scot Crawford (new).
 - b. Rustic CDA, LLC. For 309 E. Sherman Avenue; Warren S. Heit (new).
 - c. TWI Company Inc. d/b/a Into the Woods for 509 E. Sherman Avenue; Rebecca Webb (new).
8. Approval of Cemetery Lot transfer from George and Olga Brown to Maria Dawson; Lots 01,02; Block 16; Section B of Forest Cemetery.
9. **Resolution No. 17-033**
 - a. Approval of the destruction of temporary records pertaining to the Arts Commission and Administration department files.
 - b. Approval of revisions to the Street Tree List
 - c. Approval of a lease renewal with Commercial Property Management for 816 Sherman Avenue

As Recommended by the General Services Committee

 - d. SS-7-17 Languag Addition: Final Plat, Subdivision Improvement Agreement & Security Approval

As Recommended by the City Engineer

 - e. Authorizing Wells Fargo to Operate A Horse-Drawn Carriage in the Downtown Area on May 20, 2017

As Recommended by the City Clerk

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**
2. **Mayor** - Appointment of Steve Petersen, Ann Melbourn, Mark Rogers, Brad Jordan, Kathleen Tillman, and Tom Messina to the Parking Commission.

I. GENERAL SERVICES

1. A-3-14 - Annexation Agreement with River's Edge Apartments, LLC. for the property formerly known as the Stimson office property

Per Council Action May 20, 2014

- a. **Adoption of Findings and Order**
- b. **Resolution No. 17-034** - Approval of Annexation Agreement with River's Edge Apartments, LLC. for the property formerly known as the Stimson office property

- c. **Council Bill 17-1019** Annexation and Zoning Designation Ordinance authorizing Annexation of property formerly known as the Stimson office property
2. Introduction of the franchise agreement with Newmax, LLC dba Intermix Networks and setting of a Public Hearing for June 20, 2017.

Staff Report by Mike Gridley, City Attorney

3. **Resolution No. 17- 035** - Approval of 2017 Trails and Bikeways Master Plan

Staff Report by Monte McCully, Trails Coordinator

4. **Council Bill 17- 1020** - Approval of amendment to Municipal Code 10.24.020(B), extending the two-hour parking time limit on Sherman Avenue between 7th and 8th Street.

Staff Report by Sam Taylor, Deputy City Administrator

J. OTHER BUSINESS

1. **Resolution No. 17-036** – Acceptance of the Atlas Mill Site Urban Renewal Eligibility Report

Staff Report by Mike Gridley, City Attorney

2. A-1-17 - Annexation of Property located north of Thomas Lane and is bordered by residences off of 22nd Street on the west and residences off of Miners Loop and Sutters Way on the east

Per Council Action February 21, 2017

- a. **Adoption of Findings and Order**
 - b. **Resolution No. 17-037** - Approval of Annexation Agreement with Aspen Homes and Development, LLC for the property located north of Thomas Lane and is bordered by residences off of 22nd Street on the west and residences off of Miners Loop and Sutters Way on the east
 - c. **Council Bill 17-1021** Annexation and Zoning Designation Ordinance authorizing zoning in conjunction with Annexation of property located north of Thomas Lane and is bordered by residences off of 22nd Street on the west and residences off of Miners Loop and Sutters Way on the east
3. **Resolution No. 17-038** – Agreement for financing improvements for the four corners – memorial park improvement project with the Coeur d’Alene Urban Renewal Agency d/b/a ignite cda

Staff Report by Bill Greenwood, Parks and Recreation

K. PUBLIC HEARINGS

- 1. (Legislative) V-17-3:** Vacation of a Portion of S. 23rd Street and all of E. Ashton Road right-of-way located in Government Lot 1, Section 19, Township 50 North, Range 3 West, B.M., City of Coeur d'Alene

- a. Council Bill No. 17-1022 - V-17-3,** Vacation of S. 23rd Street and all of E. Ashton Road right-of-way located in Government Lot 1, Section 19, Township 50 North, Range 3 West, B.M., City of Coeur d'Alene

Presented by: Dennis Grant, Engineering Project Manager

- L. RECESS:** Recess to May 25, 2017 at Noon in the Library Community Room for a Workshop with ignite cda.

This meeting is aired live on CDA TV Cable Channel 19

Coeur d'Alene

CITY COUNCIL MEETING

May 16, 2017

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS

PROCLAMATION

WHEREAS, on average, 700 people die each year in boating-related accidents in the United States, and nearly 70% of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn life jackets; and

WHEREAS, modern life jackets are more comfortable, more attractive, and more wearable than styles of years past and deserve a fresh look by today's boating public.

NOW, THEREFORE, I Steve Widmyer, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of May 20th through May 26th, 2017 as

"NATIONAL SAFE BOATING WEEK"

In support of the goals of the North American Safe Boating Campaign and the start of the year-round effort to promote safe boating

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 16th day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk



CONSENT CALENDAR

MINUTES OF A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE LIBRARY COMMUNITY ROOM
ON APRIL 27, 2017 12:00 NOON

The City Council of the City of Coeur d'Alene met in continued session in the Library Community Room held at 12:00 NOON on April 27, 2017, there being present upon roll call a quorum.

Steve Widmyer, Mayor

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

STAFF PRESENT: Jim Hammond, City Administrator; Mike Gridley, City Attorney; Renata McLeod, City Clerk; Sam Taylor, Deputy City Administrator; Troy Tymesen, Finance Director; Kenny Gabriel, Fire Chief; Bette Ammon, Library Director; Lee White, Police Chief; Bill Greenwood, Parks & Recreation Director; Terry Pickel, Water Superintendent; Tim Martin, Streets & Engineering Director; Ed Wagner, Building Services Director; Amy Ferguson, Executive Assistant; Kyle Marine, Assistant Water Superintendent; Tom Greif, Division Fire Chief; Melissa Tosi, Human Resource Director; Kim Harrington, Assistant Project Manager; Vonnie Jensen, Deputy Treasurer; Ted Lantzy, Senior Building Inspector; Don Keil, Assistant Wastewater Superintendent; Mike Becker, Utility Project Manager; Steve Childers, Investigations Captain; Brandon Russell, IT Design Administrator; Kirk Johnson, IT Net Administrator

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

ADDENDUM TO AGREEMENT WITH GINNO CONSTRUCTION FOR THE CITY HALL REMODEL, SETTING GUARANTEE MAXIMUM PRICE

STAFF REPORT: Renata McLeod, Municipal Services Director, requested council approval of an Addendum to the Agreement with Ginno Construction for the City Hall remodel, setting the guaranteed maximum price. She noted that at the February 7, 2017 meeting the Council approved the Contract Manager/General Contractor Agreement with Ginno Construction. On April 6, 2017 the City Council approved the final project scope for the City Hall remodel project. The Guaranteed Maximum Price Amendment set forth the final costs of the project. The amendment sets forth the amount of 1,907,600.00, which includes the add alternates 1-9, and up to \$20,000 for windows in the old Council Chambers. It does not include owner-supplied materials, and contingency. The owner supplied materials include the Access Control System security equipment (\$47,840), and contingency (\$78,750.00.) Architect/Engineering fees will

be \$148,250.00, which will set the project budget at \$2,182,440.00 as discussed at the April 6, 2017 Council meeting.

MOTION: Motion by Gookin, seconded by McEvers to approve Resolution 17-025, approving an Addendum to Agreement with Ginno Construction for the City Hall remodel, setting Guaranteed Maximum Price.

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

STRATEGIC PLANNING PRESENTATION

Each department head was instructed to present budget requests and goals during a five minute or less presentation.

Ed Wagner, Building Superintendent, noted that the City of Coeur d'Alene is the 11th fastest growing metro in the United States. He discussed the Building Department strengths and challenges, which includes current staffing levels. Other jurisdictions have used outsourcing as an option. Mr. Wagner also noted that vehicle reliability is an issue, as well as lack of experience in the trades and a designer backlog. He discussed the needs of the department, including improving customer service, maintaining the inspection schedule timing, eliminating the payment of overtime, and personnel requests, which include one building inspector/plan reviewer and one additional permit tech, plus replacement of two vehicles.

Troy Tymesen, Finance Department, said that the medical insurance with the new vendor is tracking better than anticipated and if the City can hold through the end of the month, they will not have an increase in insurance premiums. Mr. Tymesen also requested the addition of one accountant position and noted that the department does not have adequate succession planning.

Kenny Gabriel, Fire Chief, said that fire station construction is complete and nine new firefighters have been hired, four of which are paramedics. They also promoted the leaders needed for those stations, and using the GO Bond built the "stadium," which enhances the life span of equipment since the equipment is inside of the building, instead of outside. He noted that it has been a whirlwind year of growth and the 2015 public safety bond bought a state of the art fleet. They took delivery of the ladder truck and it is currently in Station 2 and will be in service within the next couple of months. The Fire Department will continue to strive for excellence and this year will sit back and take a breath and complete the projects slated for last year and complete the fire station and get the apparatus in service. They will also ask to be re-rated by the ISRB as a Class II Fire Department and are currently rated as a Class III. They will also manage the increased demand for service. Mr. Gabriel noted that 8 of 12 months last year were record months, and this year all three months so far have been record months.

Melissa Tosi, Human Resources Director, discussed HR staffing in regard to the industry standard, and reviewed benchmarking comparisons with other cities and counties in Idaho. She

noted that it is very challenging to keep part-time positions staff as there is a lot of training involved and a higher turnover. She also noted that it is difficult to attract quality people, and noted that if they had more staffing, their service levels would be better. She proposed that the current part-time position shift to a full-time benefited HR claims specialist. Ms. Tosi said that claims used to be handled by the Legal Department and the current duties have been absorbed by Human Resources, Legal, and Municipal Services.

Mike Gridley, City Attorney, said that the priority for the Legal Department is the move to City Hall. He thanked council for their support in bringing their department together, and for their support of the addition of windows to the new space. The Legal Department plans to spend a fair amount of time on the Spokane River property acquisition. Mr. Gridley also noted that PD records requests are very time consuming for PD and Legal and they will continue to try to streamline and make it more efficient. They have put increased emphasis on the issue of domestic violence, and would like to add a victim witness support person as proposed by Chief White.

Bette Ammon, Library Director, said that 76.5% of people in Coeur d'Alene have library cards and are reading, checking out books, downloading audio books, and coming to the library in droves. They are celebrating 10 years and use continues to go up. Ms. Ammon discussed current challenges, including needing more materials, online books, music, and magazines. They are looking at an increased emphasis on early childhood literacy. She requested additional staff of one full-time benefited person. Ms. Ammon noted that it is harder to recruit and keep part-time people and a lot of training is involved. Their long range plan includes more professional positions at the library and Ms. Ammon noted that it is important for them to keep up with technology. In about a month they should be ready to start checking out hot spots. The Library Foundation is funding the program for a preliminary year. The library is also premiering a "makerspace" and have received great assistance from the City's IT division for everything.

Renata McLeod, Municipal Services Director, said that the Municipal Services Department has 12.25 full-time equivalent employees, with two retirements by December. She noted that this will be a year of transition, and the biggest needs involve the IT Division. This year they will be doing their Windows Office update and are hoping that with new technology they can make some improvements to their IT systems and analyze needs for the future. They will be working on a five year plan and have been doing some security reviews and will be looking for new software to assist with security and will be doing some camera system repairs. Ms. McLeod said that they would like to add 8 hours to the Municipal Services part-time position to bring them up to full time. She also noted that every three years they purchase a copy machine for general administration, and the older machines goes to Customer Service. In addition, they will continue to enhance the program for online permitting. Ms. McLeod said that CDA TV is no longer receiving the \$10,000 a year capital improvement funding, which covers the studio equipment. Staff has been working hard with their partners, the City of Hayden, Ignite CDA, NIC, the school district, etc. to split the costs and enter into a memorandum of agreement. Each of the six partners would contribute \$1,666 a year.

Bill Greenwood, Parks & Recreation Director, reviewed the activities of the parks, recreation, cemetery, urban forestry, and building maintenance divisions. He discussed challenges in regard

to event demands on staff, seasonal staffing, and maintaining buildings that are older or poorly designed. They are considering limiting the number of large events. Mr. Greenwood noted they are still down two softball fields and have property at Cherry Hill that they would like to develop into a softball field. He also said that they have one Irrigation Technician who maintains the system, and he needs an assistant. Mr. Greenwood would also like to see increases in the seasonal budget to offer higher hourly wages. They would also like to resurface the Cherry Hill tennis courts, and purchase a turf vehicle and turf sweeper.

Sam Taylor, Deputy City Administrator, presented on behalf of Hilary Anderson, Community Planning Director. He discussed the Planning Department strengths which include a hard-working and dedicated team, excellent customer service, and a focus on creating a vibrant community. Mr. Taylor noted that the staffing level is the same as it was in the 1980s. Right now there are 32 projects assigned to the department and development applications are up. Since 2013 the department has been assisting with about 1,000 permits each year. Mr. Taylor noted that planning is part of the permit review process, and the meetings take away from other planning efforts. All planners are still at Assistant Planner/Planner 1 pay grades and there is a need for three levels of planners. Mr. Taylor said that it can impact morale for everyone to be at the same level doing different work. He discussed work plan recommendations and said they are working on a plan to shore up what topics the Planning Department will be working on each year. The Planning Commission and Planning Department have providing rankings on what the top priorities should be for the next year, which will be coming forward to the council. Mr. Taylor also discussed opportunities for a pending reorganization of the department which will be coming forward. They would also like to add another planning tech, which would allow the planners to spend more time on planning, the Comp Plan Update, and CDA 2030. Mr. Taylor also requested that the funds for CDA 2030 be moved from Administration to Planning.

Lee White, Police Chief, said that crime is down 10% year to date. He noted that staffing is fantastic, especially in patrol, and the fleet is looking good. Community relations are great and cooperation with other agencies remains high. He discussed challenges and noted that the caseload in the Detective Division is extremely high. They have a lot of property crime cases that do not get “worked.” Code enforcement and animal control continue to be problematic. Personnel costs are unknown because of contract negotiations. Chief White said that most major cities in the State of Idaho and across the United States have victim’s advocates assigned to them. He also noted that special events continue to be a problem and the five large special events a year cost nearly \$70,000 in overtime. They are requesting one detective position, one crime prevention/public information officer, moving the records tech from part-time to full-time using savings from another part-time position, five marked patrol cars to maintain the fleet, and one detective car. Chief White discussed how they reduce the impact of the requests to the City, including a BOCA grant for two victim’s advocate positions, which would require a 20% match, which they would apply for in January of 2018. He noted that at some point they will need to have a conversation about space for a new police department and said that it will take about \$4.5 million to build a station and there is potential to acquire land to the north. There is also the possibility that the school district will add an additional SRO position for 9 months, with the City funding the over 3 months.

Tim Martin, Streets & Engineering Director, discussed his department's strengths, which are customer focused. He said that stabilizing the department was key the first part of the year. They have a strong community connection and staff longevity, and are closely tied to the downtown events, "Name the Storm," "Paint the Plower," "Earth/Science Day" and "Hardhats, Hammers and Hotdogs" events. He discussed the department challenges and noted that engineering staff is lower than it was in 1997. Equipment replacement is also a challenge as there are new advanced equipment technology that is available including signalization, traffic counters, snow fighting equipment, paver and roller, dump trucks, and bucket truck. Their budget proposal includes a Public Works inspector, Engineering Tech, and a strong used-equipment budget line item.

Sam Taylor, Deputy City Administrator, presented on behalf of the Wastewater Department and noted that the City has a premiere wastewater plant and a great collection system. He noted that Mike Anderson will be starting as the new Wastewater Superintendent on June 5. The department strengths are their staff. They are working on the Phase 2 Tertiary Treatment and the five year capital improvement plan. They have one GIS tech who is very inundated with work and are looking at the existing water tech to share the GIS responsibility. They are in need of a person who can comb through the easement information and secure questionable easements. The rate study will likely be coming in the fall and they are working through the data gathering for that at this time.

Terry Pickel, Water Superintendent, said that the department's top priorities at this time are customer service, water quality and quantity, and equitable rates. They are looking at replacing aging infrastructure and planning for the future. The rate study will be in place at the end of 2018 and they will look at equity of service, rate structure, and review the comprehensive plan project list, and look at capitalization fee structure. The department has no additional personnel requests, but they will have three retirees to replace. Water meter maintenance is a big priority as they replace about 2,000 meters per year, on a 10 year cycle, as well as the annual well and pump programs, fire hydrant maintenance, water main flushing, and valve exercising program. The department has a busy construction season coming up and will be working on the Best Hill booster this fall, northeast water system enhancement, Industrial Standpipe repainting, water main replacements, and assisting other departments with street overlay, Seltice Way construction, and the Wastewater Open Trench project. Mr. Pickel discussed planned construction projects and future planning including a new administration facility, replacing aging infrastructure, and pumping and storage.

After the presentations by the department heads, the meeting was opened up to the Council to ask questions and clarify information presented.

Councilmember Gookin asked Ms. McLeod what the price difference was between Office 2016 and Office 365. Ms. McLeod said that Office 365 would be a \$45,000 a year fee, but the purchase of the licenses for October 2016 would be \$100,000 and would last for six years, making it more cost effect.

Councilmember Gookin asked if the City could go to “livestream” since the cable company no longer under a city franchise agreement. Ms. McLeod said that they could and they are talking to their partners about what equipment is required and how to divide up the cost.

Councilmember Gookin asked Ms. McLeod if council had directed them to look at special event fees. Ms. McLeod said that they had, and they will be holding a public hearing regarding a proposed fee increase at Tuesday’s council meeting. They are in the process of making some code amendments and have had a lot of internal staff discussions. Ms. McLeod said that council had wanted to look at increasing the fees, but not so much that it was detrimental to events. She noted that a 20% increase was amenable to all.

Mayor Widmyer asked if there was any update on the Firemen’s Retirement Fund (FRF) savings. Chief Gabriel said that an actuarial will be done this summer and will be presented to the board meeting in the fall.

Mayor Widmyer asked Ms. Ammon if there had been any conversations with Gizmo about the “Makerspace” program. Ms. Ammon said that they have talked with them and they are in full support of the library complimenting what Gizmo is doing as Gizmo can’t accommodate everything. The library interest is in providing some activities that are free and open to the public for all ages. They have a dedicated space, a plan and some equipment, and are interested in some portable equipment that they can take to schools.

Mayor Widmyer asked about the BLM corridor and whether there were ongoing discussions with NIC and the University of Idaho. Mr. Greenwood said that the outdoor classroom idea is still moving forward.

Mayor Widmyer asked about the SRO officer reimbursement and whether the city’s overhead for the officer would be built into the reimbursement. Chief White said that when they calculate the costs, they are looking at mostly salary-based, and noted that over the years the schools have purchased a couple of vehicles, and rifles that are stored in safes. He believes that the City is being fairly reimbursed.

Mayor Widmyer asked Mr. Pickel how many Yardley pipes are fixed each year. Mr. Pickel said roughly 150 to 200 a year.

Councilmember Edinger said that most department heads asked for new positions, and asked Mr. Tymesen if there are “new bodies” in some of the new budget proposal. Mr. Tymesen said that the departments are finishing up their budgets and will turn them in next week. He would anticipate that new positions will be requested. Councilmember Edinger asked about the Street Department and other department equipment requests. Mr. Tymesen said that the departments will bring them forward and they will look at the budget. The Streets Department used equipment purchases have been extremely successful. They have had zero failures in acquiring used equipment and they have had a gigantic impact on the fleet. Mr. Tymesen said that he would like to bolster that line item to take advantage of shopping for those types of equipment.

Councilmember Edinger said that when McEuen was built, it eliminated two softball fields. He asked if two softball fields could be built on Cherry Hill and if there was any discussion regarding cost. Mr. Greenwood confirmed that the monies for the softball fields could come from parks capital improvements.

Councilmember Evans asked about events. Mr. Greenwood said that they found that the larger events on the same day are difficult. They are thinking about limiting the number of events within the parks on the same day. Mr. Greenwood noted that it is mostly about staffing. Councilmember Evans asked if there was any merit in increasing staff so that the community could benefit from those events. Mr. Greenwood said that it would be a specific person that would maybe work 20 hours on the weekends and at night. They would have to find the right person and are having a hard time finding seasonal staff at this time, and are short six seasonal workers right now.

Councilmember McEvers asked about compost. Mr. Taylor said that right now the plant has done such a good job of taking the solids out that they are having more compost. They are looking at what they need in terms of the size of the facility to handle the compost. Another component is how do they continue to unload the compost to organizations that sell it. It is a longer term project, and they are hoping that the new superintendent will be able to look at the opportunities.

Councilmember McEvers asked about replacing the Deputy City Clerk when she retires. Ms. McLeod said that they are planning on going outside and doing a full recruitment, and will also encourage city staff to apply. They will do the recruitment a few months in advance so that they will have a good overlap between the new person and the retiring Deputy City Clerk.

Councilmember McEvers asked about IT maintenance of library computers. Ms. Ammon said that it is a mix of the library and IT paying for computer upgrades. She noted that the library has a lot of specialized software and needs and pays for some of the software and licensing themselves.

Councilmember Miller asked about outsourcing that other agencies are doing and asked Mr. Wagner if he had estimated costs. Mr. Wagner said that he did not at this time.

Councilmember Miller asked if the OpenGov software would do anything to support what a new accountant position would do? Mr. Tymesen said that it would not.

Councilmember Miller asked about the Human Resources personnel request and asked if the turnover creates a liability issue for the City in terms of privacy issues. Ms. Tosi responded that it does.

Councilmember Miller asked Ms. Ammon when was the last time a full-time person was added at the library. Ms. Ammon said that they added one position the year before last when they opened the branch library. It is the only full-time position they have added in the last 12 years. They have added two part-time positions.

Councilmember Miller asked about the Parks & Recreation request for a turf vehicle and sweeper and whether they have been requested before. Mr. Greenwood clarified that the purchases would be made out of his replacement budget and he just identified them in his presentation.

Councilmember Miller asked Mr. Greenwood what is the plan if the proposed raise in the seasonal rates doesn't work in hiring more people. Mr. Greenwood said that they budget would have extra money. Mr. Greenwood also clarified that the tree crew mentioned in his presentation is not anything that he is planning in the near future. He noted that it would be nice if they could have something possibly added to the utility crew that would help to support the tree crew.

Councilmember Miller asked Mr. Taylor about the request for planning staff. Mr. Taylor confirmed that council has already approved reorganization funds with different levels of planners.

Councilmember Miller said that she had a conversation with the Safe Passage director about the victim's advocacy position and it was her understanding that there are training programs available. She asked if Chief White has been involved in those conversations. Chief White said that it is problematic how many third party entities get involved and that is why a lot of law enforcement agencies have victim's advocates assigned to them.

Councilmember Miller asked Mr. Pickel about the compost facility and Mr. Pickel confirmed that they are hoping to construction facility this fiscal year. Councilmember Miller asked if there is a rate study planned for those that are outside of the city limits. Mr. Pickel confirmed that their rate study is planned for those inside and outside of the city limits and will be started this year.

Councilmember Evans asked how often the City is required to update its Comprehensive Plan. Mr. Taylor responded seven years under state law, and noted that the \$175,000 cost is for a consultant to have the time to "get into the weeds" on all of the growth factors. He noted that they are using some inaccurate population growth figures that need to be shored up. The consultant would facilitate community meetings, and there is an opportunity to substantially change the way the Comp Plan looks. Councilmember Evans asked about the Comp Plan timelines and Mr. Taylor responded that the Post Falls Comp Plan took a year and a half to two years.

Councilmember Edinger asked about a new police station. Chief White said that the current station is about at capacity now. They have the ability to put about 6,000 extra square feet on the building, but they don't have the extra room for parking. They could get rid of the existing facility and move somewhere else in about 10 years, or they could expand the building and build a parking structure, or could purchase a portion of the land immediately to the north and expand in that direction. Chief White noted that they have impact fees that can pay for a portion of the land but the seller wants to sell the entire parcel.

The department heads restated their personnel requests and the councilmembers were asked to each provide a list of their top five priorities.

Councilmember McEvers listed tiny homes regulations, design review oversight review, streets, a question regarding payments between departments and payment of fees to ourselves, and also expressed concern about history and commented that there is no funding, group or committee working on preserving our history and suggested possibly using some Arts funds.

Councilmember Miller would like regular meetings with ingite that would review their priorities, and to have ignite be working with CDA 2030 along with the City, streets maintenance, and would like to explore the project management program, and outsourcing things that are temporary. She would like to explore ADA water accessibility, parks staffing, and a motivational chart for council and staff in regard to outreach, and would like to review of the items going on the Consent Calendar.

Mayor Widmyer's priorities are streets, and making sure that the City doesn't created an unfunded liability; parks – making sure we keep our parks great with no unfunded liabilities; the need to look at long term parks and parks building to make sure they can be maintained; the promotion of economic development on Seltice Way; rates studies every year; exploring a performing arts district for a performing arts center; and promoting historical preservation. promote economic development on Seltice Way, rates – study all rates every year. Need to stay current.

Councilmember English's priorities are an increased used equipment budget, adding a detective position, matching funds for a victim's advocate position, adding an accountant position, shared GIS position, funds for increasing hourly rates for parks seasonal workers, adding 8 hours to the MS Clerk position, and adding one HR position.

Councilmember Evans said that her priorities were a Comp Plan update, the East Sherman Master, identifying opportunities in the Four Corners, Arts Commission, and identifying and initiating opportunities to collaborate with other agencies.

Mr. Hammond asked the council to review all of the items submitted by the council together and mark their top five items, and then their next five items. He noted that the items selected would be tabulated by staff and distributed to the council, along with the department head's powerpoint slides.

Councilmember Miller commented that she thought the format was fabulous and thanked staff for their work in putting it together.

Councilmember Gookin asked if the council was still in agreement that their priority is public safety. Mayor Widmyer responded that public safety is always a priority and they feel that they have funded it.

ADJOURN: Motion by McEvers, seconded by Miller, that there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 2:11p.m.

ATTEST:

Steve Widmyer, Mayor

Amy C. Ferguson
Deputy City Clerk

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

May 2, 2017

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 May 2, 2017 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Pace Hartfield with One Place Church provided the invocation.

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

AMENDMENT TO AGENDA: Motion by McEvers, seconded by Evans to amend the agenda to add the approval of a lease agreement with NIC for the armory building, by adding it to the Consent Calendar Resolution No. 17-026. This was not included on the original agenda as it was not provided to the city until after the agenda was completed.

DISCUSSION: Councilmember Gookin noted he would not vote to add this item as he felt it could be brought forward later after additional vetting. Councilmember Miller noted she would not vote for the addition of the item as she had additional questions.

Motion carried with Councilmembers Gookin and Miller voting No.

PLANNING COMMISSION ACKNOWLEDGEMENT OF BRAD JORDON'S 30 YEARS OF SERVICE – Mayor Widmyer presented Mr. Jordon with a plaque in honor of his 30-years of service on the Planning Commission. Mr. Jordon expressed how fast 30 years went by and that he has been lucky enough to live here all his life and loves the city. The changes to the city have been positive and he appreciated his opportunity to serve the City over the past 30 years. Councilmember Evans thanked him for his service and noted that he was a great mentor to her during her term on the Planning Commission.

CONSENT CALENDAR: **Motion** by McEvers, second by Evans to approve the consent calendar, moving Res. 17-026 item “d” approving the lease agreement with North Idaho College, for separate discussion.

1. Approval of Council Minutes for the April 18, 2017 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the General Services and Public Works Committee Meeting Minutes from the meetings held on April 24, 2017.
4. Setting of General Services and Public Works Committees meetings for May 8, 2017 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearing on May 16, 2017 for V-17-3: Vacation of a Portion of S. 23rd Street and all of E. Ashton Road right-of-way located in Government Lot 1, Section 19, Township 50 North, Range 3 West, B.M., City of Coeur d’Alene.
6. Approval of a Banner sign permit for the Downtown Association along Sherman Avenue between May and October 2017.
7. **Resolution No. 17-026** – 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 ONE (1) KOHLER 45 KW PORTABLE GENERATOR AND TRAILER AS SURPLUS PROPERTY FROM THE WATER DEPARTMENT; DECLARATION OF USED LINDEN WELL PUMP ASSEMBLY AS SURPLUS PROPERTY FROM THE WATER DEPARTMENT; AND APPROVAL OF AN AGREEMENT FOR DEVELOPMENT WITH HAGADONE HOSPITALITY FOR DEDICATION AND CONSTRUCTION OF A ROAD ALONG E. COEUR D’ALENE LAKE DRIVE, AND CONSTRUCTION OF A SHARED USE PATH ALONG S. 23RD STREET, LEASE AGREEMENT WITH NORTH IDAHO COLLEGE FOR THE ARMORY PROPERTY FOR A ONE YEAR TERM, AND ~~APPROVAL OF A ONE-YEAR LEASE AGREEMENT WITH NORTH IDAHO COLLEGE FOR THE ARMORY PROPERTY.~~

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

RESOLUTION NO. 17-026

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D’ALENE INCLUDING APPROVAL OF A ONE-YEAR LEASE AGREEMENT WITH NORTH IDAHO COLLEGE FOR THE ARMORY PROPERTY.

DISCUSSION: City Attorney Mike Gridley explained that the Armory Lease came into ownership of NIC in such a way that they cannot sell or gift it away. The only way they could provide the space to the City is through a lease agreement. He thought that the Parks, Streets and Water Departments could utilize storage space at that location. The cost of the lease is \$1.00 per year. Councilmember Gookin asked for clarification as to why NIC cannot give the property to the City. Mr. Gridley explained that they acquired the property from the State Land Board that stipulated that they are not allowed to sell or give the property away. NIC does not have a need

for it any longer and wanted to offer the opportunity for use to the City. Councilmember Miller asked if the Lease would automatically renew. Mr. Gridley noted that the lease only terminates when one party gives notice. City Administrator Jim Hammond explained that if NIC no longer wishes to use the building they have to give back to the state, as they cannot sell the property. They would rather provide the option to lease to the City than to give it back to the state. Councilmember English asked if this building would eliminate the need to construct a new building that was proposed in the budget discussions last week. Mr. Hammond clarified that the Water Department still needs a new building and that the armory would not work for the Administrative function.

MOTION: Motion by Edinger, seconded by Miller to approve **Resolution No. 17-026, item D**, approving of a one-year lease agreement with North Idaho College for the armory property.

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

PUBLIC COMMENTS:

Atlas Mill Acquisition

Ray Moser, Coeur d'Alene, said he lives in Mill River and presented the Council with a petition from 12 neighbors who oppose the acquisition of the Atlas Mill site. The homeowners along Mill River pay over \$192,000 in property taxes; therefore, he estimates that the 1,900 feet the city is acquiring could have 250 homes netting \$5 Million in property tax revenues. He questioned where the money is coming from for the purchase and felt that the City should not be in the real estate business.

Chet Gaede, Coeur d'Alene, noted that he is the president of the Mill River Property Association, and also a founding member of the Friends of the Spokane River Corridor. Specifically, he is asking for zoning of the property and applauds the Council for making the decision to purchase the property. He offered the Friends of the Spokane River Corridor help in engaging the community for this property planning.

Art Code Amendments

Chris Guggemos, Coeur d'Alene, said that he supports performing arts being involved more in public art. He owns Handshake Productions and has been in a contract with the City for the Concerts in the Park for many years. The original art ordinance includes a clause to stimulate and encourage the study and presentation of performing and fine arts, which should have included music. Over the years, the Arts Commission has been reluctant to contribute to the performing arts. He encouraged the Council to vote in favor of the performing arts amendments and allow it to be considered in future grants. It would help to have members on the Arts Commission representing the performing arts. Councilmember Evans noted that she is the liaison to the Arts Commission and knows the members of the Commission are very excited to expand opportunities to the community, especially in regard to performing arts.

ANNOUNCEMENTS

Councilmember Gookin noted that the County is holding Citilink meeting this evening. He serves on the KMPO Board and knows that Citilink is talking about changing routes, and stopping Saturday and Sunday services. He sent a note to the County asking them to maintain Saturday and Sunday service, as people are using the service on those days.

Councilmember Miller noted that this Saturday is the Summer Theater fundraiser “Dancing with the Celebrities at the Coeur d’Alene Casino. Next week is National Women Build week, and on the 18th, she will be working for the domestic violence awareness at the Safe Passages breakfast.

APPOINTMENTS: Mayor Widmyer asked for the appointment of Kathleen Shriner to the Childcare Commission.

MOTION: Motion by Edinger, seconded by Evans to approve the appointment of Kathleen Shriner to the Childcare Commission. **Motion carried.**

RESOLUTION NO. 17-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING THE REVISED PUBLIC ART POLICY.

STAFF REPORT: Deputy City Administrator Sam Taylor explained that the staff report covers the amendments to the Art Policy and an amendment to the Municipal Code. The amendments give the ability for funding to be spent on other art-type projects. The City first created the City of Coeur d’Alene Arts Commission in 1982 to encourage the development of our artistic and cultural life and to join with all persons and institutions concerned with the arts to ensure that the role of the arts in our community will grow and play a significant part in the welfare and educational experience of the citizens of Coeur d'Alene. The Arts Commission, among its duties and responsibilities, is tasked with stimulating and encouraging the study and presentation of the performing and fine arts. This code language substantially restricts use of this public art funding, and inhibits the Arts Commission from supporting and encouraging other forms of art, pursuant to the purpose and responsibilities adopted for it by the City Council.

In recent years, the City Council has suggested the “Percent for the Arts” Program be modified to support additional forms of art in Coeur d’Alene. Numerous arts organizations throughout the community have been very supportive of this change. The Arts Commission has unanimously recommended changes to Chapter 1.40 to expand use of arts funding, as well as to the Public Art Policy that would expand use of the funding to further support all arts within the community and to better fulfill the commission’s purpose. Several changes within the Art Policy also seek to address how certain processes are undertaken now or for general language cleanup. Each year the Arts Commisison would determine how funding would be divided between the programs and public grants funding availability.

DISCUSSION: Councilmember Miller mentioned that the Arts Commission Chair Jennifer Drake explained to the General Services Committee that the Commission worked through

language and is very enthusiastic for the changes to be approved. Mr. Taylor noted that there have been many opportunities for funding performing arts that could not be funded previously. These changes would give a method for funding such programs. He also noted several new members represent performing arts. Councilmember McEvers asked how much funding comes from the urban renewal agency. Mr. Taylor clarified that 2% of the annual budget from each district is provided by urban renewal. Councilmember McEvers asked what happens when the districts close. Mr. Taylor noted that the Arts Commission hopes the Council would continue to fund art at that level. Councilmember Gookin asked for more clarity within the budget regarding categories, cumulative amount, and funding sources, so future Council could look at a funding rate over a 5-year average. He also noted that he is in favor of continued funding when the urban renewal districts close. Councilmember English asked if these changes will be included within the Fiscal Year 2017-2018 budget. Mr. Taylor confirmed that the Commission voted to provide an initial \$20,000 in funding for grants. The Mayor noted that they would like to see historical preservation involved in the arts program in the future. Mr. Taylor felt that would be included in their current mission.

MOTION: Motion by Evans, seconded by Gookin to approve **Resolution No. 17-027**, approving amendments to the Public Art Policy.

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

COUNCIL BILL 17-1014

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 1.40.020, 1.40.040, AND 1.40.050, COEUR D'ALENE MUNICIPAL CODE; REPEALING SECTION 1.40.030, COEUR D'ALENE MUNICIPAL CODE, RELATING TO PUBLIC ART; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

MOTION: Motion by Gookin seconded by Evans, to dispense with the rule and read **Council Bill No. 17-1014** once by title only.

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

MOTION: Motion by Evans, seconded by Gookin, to adopt **Council Bill 17-1014**.

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

COUNCIL BILL 17-1015

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING MUNICIPAL CODE SECTION 13.16.010(D), ENTITLED "DESIGNATED," WITHIN THE SEWER CAPITALIZATION FEES CHAPTER; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: Assistant Wastewater Superintendent Don Keil presented a request for Council approval of the removal of a portion of the Sewer Capitalization Fee ordinance. The municipal code was re-worded in the last Comprehensive Rate Study of 2012, in an attempt to clarify some of the misread points. Even with the wording change, this section of code continues to lead to many hours of debate with city staff and with the development community. If Council elects to repeal subsection "D" from Section 13.16.010, it should not impact the City or Wastewater financially, and would prevent misinterpretation of its use by all parties. The remaining language of the ordinance is sufficient to meet the needs of a user that is mis-categorized. Mr. Keil noted that this section has been amended three times. He commented that a CAP fee is for capacity, not what it is currently being used, and clarified it is a one-time fee to buy in to the Wastewater Plant. He did not feel this would diminish opportunities for developers.

DISCUSSION: Councilmember McEvers asked Mr. Keil to give his apartment analogy. Mr. Keil used the example of someone deciding to build an apartment that catered to a particular set of individuals, such as over 55 years of age, assuming low flow. A snapshot of low water use could show up early in an apartment life; however, later in the life of the apartment the low flow fixtures are not as functional and would show a higher flow. Therefore, a snapshot in time does not capture the entire life of the apartment use. As a result, the CAP fee is good for the life of the property, not as a snapshot. Councilmember Gookin noted that there are two fees charged by wastewater -- a CAP fee based on a use, and monthly rate fee based on water usage. If someone changes the purpose of a building and their usage is less than the original use they can appeal to Wastewater to lower the monthly rate. Mr. Keil reiterated that the CAP fee is a one-time fee. Councilmember English noted that just this week some of the councilmembers went to training provided by the Association of Idaho Cities that made it clear that the cities should keep investing in infrastructure and he trusts that staff's recommendation that it will make it less confusing.

MOTION: Motion by McEvers seconded by Gookin, to dispense with the rule and read **Council Bill No. 17-1015** once by title only.

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

MOTION: Motion by McEvers, seconded by Gookin, to adopt **Council Bill 17-1015**.

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

RESOLUTION NO. 17-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH BAD AXE, LLC, FOR THE ATLAS MILL SITE.

STAFF REPORT: City Administrator Jim Hammond explained that the option to purchase approximately 47 acres known as the former Atlas Mill site from the current owner, Bad Axe, LLC, has been made available to the City. The property has been vacant since the Stimson Lumber company closed the mill approximately 10 years ago. The property is considered a brownfield site, has failed to be redeveloped following the mill closure, and continues to sit vacant with no active purchasers. The property contains approximately 3,700 feet of waterfront on the Spokane River. The City's purpose in buying the site is to obtain waterfront access and recreational trails through the property for the community and to help facilitate the remediation of the land for redevelopment. The City owns the former BNSF railroad right-of-way that bisects the property. By purchasing this site, the City will have access to the Spokane River and more land for public use. In addition, the City sees an opportunity to work with ignite cda to remediate the site for redevelopment and ultimately job creation. The purchase price is \$7,850,000 if completed by October 25, 2017, or \$8,000,000 if not completed until December 1, 2017. The funding source for the purchase will be determined during the due diligence period that expires on September 15, 2017. The City will ultimately sell or otherwise dispose of the property not needed for public use to make it available for redevelopment. Approval of the agreement requires a \$100,000 refundable escrow deposit. Over the next 4 months staff will look for public input, property economic development, assess the topography, and identify any obstacles to development. He noted that the city should lead the effort, as it may be the last opportunity to develop a water front park and acquire waterfront access. This would also allow the annexation and zoning process to move forward. Once annexed ignite cda would expand the district and aid in the remediation of the property. Funds for public amenities could be generated as some of the property is sold off. They hope to work with ignite cda as the funding source once it is annexed into the City.

DISCUSSION: Councilmember Gookin noted that there are a lot of moving parts, and questioned how much the due diligence will cost. Mr. Hammond explained that most of the due diligence would occur in house. Councilmember Gookin asked why ignite cda cannot buy the property. Mr. Hammond clarified that ignite cannot make the purchase if the property is out of the city limits. He noted that it is the desire of the city to retain some property for a park, approximately 10 and 15 acres, and sell the remaining land. Councilmember Gookin asked if it was the intent to hand the land over to ignite cda to deal with development. Mr. Hammond confirmed that it is the intent to work with ignite cda to bring in some advisors to best develop the property, as there are some challenges to the topography. Councilmember Gookin asked for clarity regarding debt over time. Mr. Hammond explained that if the Council decides to buy, the City would ask ignite cda to purchase the property if the city completes the annexation. Mayor Widmyer noted it is a tight timeframe to expand the River District, and if there is any hiccup in their expansion of the district, then the cost of the land would go up or the city would step in for a short period of time until ignite cda pays the city back. Councilmember McEvers asked for more information as to why the property sat vacant for so long without being purchased. Mr.

Hammond explained that the railroad right-of-way splits the property with city ownership, which complicates the development. Councilmember Miller questioned the potential to meet the timeline of events to include annexation/zoning, due diligence, and planning done within five months. Mr. Hammond confirmed that he thinks it is possible. Councilmember Miller noted that an option for developing the property was presented and asked if public input was given on that design. Mr. Hammond noted that they have not sought public input yet; however, that will be a part of the due diligence phase. Mayor Widmyer noted that one reason why the city should step forward is that the private sector has not been able to complete a purchase. As developers inquired about the purchase they noted a high risk, due to several unanswered questions that were prohibitive in the purchase, such as the city owned right-of-way through the property and how to accomplish land trades to create developable sites. The site is fairly environmentally safe, but developers would not pull the trigger, and this property currently returns zero tax dollars to the city. The 2030 study demonstrated importance of public access to the water from the community so if the city can create a public/private partnership for this development it could meet that goal. He believes that the public can get access to the waterfront and development of the other property can create \$100 Million or more in taxable property to the city. In a growing city, the tax burden needs to be leveled and the Mayor believes this development could do that if the City takes the lead. Councilmember English feels that this is a unique opportunity for the city and is supportive of it. He hopes it will go all the way. He believes that the citizens have asked for more public water access for years and has confidence that this is in line with what the citizens would want.

MOTION: Motion by Gookin, seconded by Miller to approve **Resolution No. 17-028**, approving a Real Estate Purchase and Sale agreement with Bad Axe, LLC for the Atlas Mill site acquisition.

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

(LEGISLATIVE HEARING) APPROVAL OF CONVEYANCE OF GOVERNMENT WAY RIGHT-OF-WAY PROPERTY TO LAKES HIGHWAY DISTRICT, THE CITY OF HAYDEN AND THE CITY OF DALTON GARDENS.

STAFF REPORT: City Attorney Mike Gridley noted that the city of Coeur d'Alene is the Project Sponsor of the Government Way Improvement Project. As the Project Sponsor, the City acquired property on the east and west side of Government Way that lies in Lakes Highway District and the cities of Hayden and Dalton Gardens. The City now needs to convey the property to the respective entities where the property lies. The properties were acquired with funding from the federal government grant for the project. The property is right-of-way and has no value to the City. State law allows cities to convey property to other taxing entities for no consideration.

DISCUSSION: Councilmember Gookin noted that the property was purchased with federal grant money from private property owners and as the lead, the City can now turn property owner to the property jurisdiction. Mr. Gridley noted that this is the formal process of the City leading the project for the smaller entities.

PUBLIC COMMENTS: The Mayor called for public comments. With no comments received, public comment was closed.

RESOLUTION NO. 17-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING CONVEYANCE OF RIGHT-OF-WAY TITLE AND JURISDICTIONAL AUTHORITY TO THE CITY OF DALTON GARDENS.

RESOLUTION NO. 17-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING CONVEYANCE OF RIGHT-OF-WAY TITLE AND JURISDICTIONAL AUTHORITY TO THE CITY OF HAYDEN.

RESOLUTION NO. 17-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING CONVEYANCE OF RIGHT-OF-WAY TITLE AND JURISDICTIONAL AUTHORITY TO LAKES HIGHWAY DISTRICT.

MOTION: Motion by McEvers, seconded by Edinger to approve the **Resolution No. 17-029, 17-030, and 17-031**, approving agreements for land conveyance with Lakes Highway District, the City of Hayden and the City of Dalton Gardens property located along Government Way.

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

COUNCIL BILL NO. 17-1016

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, CONVEYING RIGHT-OF-WAY TITLE TO CERTAIN REAL PROPERTY LOCATED IN THE CITY OF DALTON GARDENS, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Gookin, to dispense with the rule and read **Council Bill No. 17-1016** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 17-1016**.

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

COUNCIL BILL NO. 17-1017

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, CONVEYING RIGHT-OF-WAY TITLE TO CERTAIN REAL PROPERTY LOCATED IN THE CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Edinger, to dispense with the rule and read **Council Bill No. 17-1017** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 17-1017**.

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

COUNCIL BILL NO. 17-1018

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, CONVEYING RIGHT-OF-WAY TITLE TO CERTAIN REAL PROPERTY LOCATED IN LAKES HIGHWAY DISTRICT, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Evans, seconded by Edinger, to dispense with the rule and read **Council Bill No. 17-1018** once by title only.

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

MOTION: Motion by Evans, seconded by McEvers, to adopt **Council Bill 17-1018**.

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

(LEGISLATIVE HEARING) AMENDMENTS TO CITY FEES INCLUDING PUBLIC PARKING VIOLATIONS, AND OTHER DEPARTMENT FEES.

STAFF REPORT: Municipal Services Director Renata McLeod noted that staff is requesting an increase in fees and/or some clarification in fees. The Administration Department is requesting an increase in the parking violation from \$15.00 to \$25.00 as well as a tiered system for parking longer than the allowable limit. Additionally, they have clarified the violation for all other parking zones. The Municipal Services Department has worked with the Downtown Association, Chamber of Commerce and annual event sponsors and came to an agreement for a 20% increase in special event/street closure fees. Additionally, Staff is recommending the following clarity in violation fees, in agreement with the Police Department, to spell out each violation within that section heading of the fee structure so it is clearly defined. The Parks and Recreation Department has requested an increase in the trail user fee from .50 to \$1.00.

DISCUSSION: Councilmember Evans asked when the trail user fee is collected. Ms. McLeod noted that she thought it was collected when a group pulled a permit for trail use. Councilmember Gookin expressed support of the increase in the parking violation fees. Mayor Widmyer noted that he appreciates that the tiered system provides for one courtesy warning.

PUBLIC COMMENTS: The Mayor called for public comments. With no comments being received, public comment was closed.

RESOLUTION NO. 17-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING AND AMENDING CERTAIN CITY FEES.

MOTION: Motion by Edinger, seconded by McEvers to approve the **Resolution No. 17-032**, approving fees for parking fee violation, special events/street closures, municipal code violations, and centennial trail user fees.

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

MOTION: Motion by Gookin, seconded by McEvers to enter into Executive Session pursuant to Idaho Code Idaho Code 74-206 (c) To acquire an interest in real property which is not owned by a public agency; Idaho Code 74-206A (a) - Considering a labor contract offer or to formulate a counteroffer; and (b) Receiving information about a specific employee, when the information has a direct bearing on the issues being negotiated and a reasonable person would conclude that the release of that information would violate that employee's right to privacy.

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

The City Council entered into Executive Session at 7:30 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Administrator, and City Attorney. Council returned to regular session at 8:06 p.m.

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

The meeting adjourned at 8:06 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

**GENERAL SERVICES COMMITTEE
MINUTES
May 8, 2017
12:00 p.m., Library Community Room**

COMMITTEE MEMBERS

Councilmember Ron Edinger, Chairperson
Councilmember Kiki Miller
Councilmember Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Mike Gridley, City Attorney
Katie Kosanke, Urban Forester
Monte McCully, Trail Coordinator
Kathy Lewis, Deputy City Clerk
Tim Martin, Streets and Engineering Director
Jim Hammond, City Administrator
Chris Bosley, City Engineer
Troy Tymesen, Finance Director

**Item 1. Request for Destruction of Records.
(Consent Resolution No. 17-033)**

Kathy Lewis is requesting authorization to proceed with the destruction of temporary records from Administration and Arts Commission files. Mrs. Lewis noted the records consist of old parking tickets, project files/artist proposals for previous public art projects, former Administrator files, etc.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 17-033 authorizing the destruction of records as presented and authorized by I.C. 50-908. Motion Carried.

**Item 2. Annexation Agreement with River's Edge Apartments, LLC.
(Agenda Resolution No. 17-034)**

Mike Gridley is asking Council to approve an Annexation Agreement with River's Edge Apartment, LLC for the property that was formerly the Stimson office property. Mr. Gridley explained that the property is a 3.85 acre parcel located at 2772 W. Seltice Way and is located on the south side of Seltice and was previously the site of the Stimson Lumber Company office building. The City Council approved the annexation of this property on May 20, 2014 with the R-34 zoning but the annexation process was never finalized. The original Special Use Permit expired but on January 25, 2017 the Planning Commission approved the Owner's renewed request for a Special Use Permit for R-34 zoning on the property. The Owner is proposing to build a total of 130 residential apartment units on the property. The Owner will pay annexation fees of \$97,920. In addition, the Owner will reimburse the City for water, sewer and driveway improvements that are installed as part of the Seltice Way revitalization project. Further, by annexing the property the City will receive property taxes from the Owner.

Council Member Miller asked if this has an bearing on the neighboring property purchase the City is negotiating on. Mr. Gridley said it does not.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-034 approving an Annexation Agreement with River's Edge Apartments for the property formerly known as the Stimson office property. Motion Carried.

Item 3. Franchise Agreement with Newmax, LLC.
(Agenda)

Mike Gridley is requesting Council approve a 10 year franchise agreement with Newmax, LLC dba Intermix Networks. Mr. Gridley explained that Intermix is a local company based in Coeur d'Alene. Intermix has approached the city to obtain a franchise agreement that would allow Intermix to construct and maintain a fiber optic telecommunications system in the city's rights of way. The requirements of the proposed franchise agreement with Intermix are similar to those in other city franchise agreements with Fatbeam, Time-Warner, Avista and others. The proposed franchise would be for 10 years. The financial impact would be similar to other franchise agreements. In exchange for the use of the city's rights of way, Intermix would pay the city five per cent (5%) of its annual gross revenues derived from the operation of the fiber optic telecommunications system to provide telecommunication services in the City. There would be some staff time involved in reviewing the location of their facilities and issuing building permits as the system is constructed. This would probably not be a significant financial impact. The addition of Intermix cable to Coeur d'Alene may increase competition among telecom providers and ISP's which could benefit citizens by lowering the cost of telecommunications services and providing greater access to the Internet. The franchise agreement also provides for a fee that may generate significant revenue to the city over time.

Council Member Miller asked if the 10 year time frame and percentage is the same as the other franchises and if that is regulated by anything other than the franchise agreement. Mr. Gridley said it is the same as other franchise agreements and state and federal law do regulate the term and percentages to a degree.

MOTION: by Miller, seconded by Evans, to recommend that authorize a 10 year franchise agreement with Newmax, LLC dba Intermix Networks to construction and operate a telecommunications system in the City's right of way. Motion Carried.

Item 4. Approved Public Tree List Revision.
(Consent Resolution No. 17-033)

Katie Kosanke is requesting Council approve revisions to the street tree list. Mrs. Kosanke explained that the City's first approved tree list was developed along with the urban forestry ordinance, and was adopted in January of 1985. The list went through revisions in 1987, 1989, 1993, 2004 and most recently in 2014. The list designates which tree species can be planted within the public right-of-ways within the city. The urban forestry ordinance specifies, "No species other than those included in the list may be planted as a public tree without prior approval of the city council." The urban forestry ordinance specifies, "A list of the official public tree species for the City of Coeur d'Alene shall be established by resolution of the City Council."

The draft revision includes the following changes:

- Some "new" species and cultivars are included in the list, giving more selections (Silverbell, sweetgum, magnolia, parrotia, serviceberry, Pagoda tree, & cucumber magnolia (good urban trees for our zone).
- Purple Robe black locust was removed from the approved street tree list. This species has been unsuccessful in the landscape, declining from locust borers and causing nuisance issues with sucker sprouts off of the roots.
- Fraxinus (ash) species were removed from the list due to the invasive non-native insect pest, Emerald ash borer making its way toward Idaho. This pest has caused devastation to ash trees on the east coast estimated in the billions of dollars in damage and mitigation. This pest has been detected in Colorado. State Community Forestry representatives have advised against the continued planting of ash trees. Currently there are 1,655 ash trees in the public tree inventory, this includes park and street trees (6.3% of all public trees).

Having a diversity of species is important since pest problems are generally specific to certain tree species. If there is an outbreak of a major pest, it can easily move from tree to tree and cause significant damage.

Council Member Evans asked if there is anything we can do to minimize the impact of the Emerald Ash Borer when they do arrive. Mrs. Kosanke said there are some insecticides that can be used but they are very expensive. The city may choose to treat only the most valuable trees. The insecticide is 80-90% effective.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 17-033 adopting the street tree list as amended. Motion Carried.

**Item 5. 2017 Trails and Bikeways Master Plan.
(Resolution No. 17-035)**

Monte McCully is recommending the City Council adopt the updated 2017 Trails and Bikeways Master Plan. Mr. McCully explained that the Parks Department adopted the current Trails and Bikeways Master Plan in 2010. There have been many changes to the city since then and an update to the plan was needed. The Ped/Bike Committee and the Parks Department partnered on coming up with the recommendations and changes that would go in this plan and the 2017 update to the Trails and Bikeways Master Plan has been completed. This plan inventories all trails and bikeways facilities as well as provides suggested recommendations for future trails and trail connectivity. The community is seeking safer pedestrian/bike corridors that connect neighborhoods to schools, parks, and other points of interest. Adopting the plan does not oblige the City to allocate funds for implementation of the plan. When a project is identified it is either funded by applying for grants, obliging new annexations and developments to put in facilities or requesting it be put in the budget for the following year. Mr. McCully added that adopting the Bikeways and Trails Master Plan will provide a blueprint for pedestrian and bicycle facilities for the next five to ten years.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-035 adopting the updated 2017 Trails and Bikeways Master Plan. Motion Carried.

**Item 6. Art in Motion Sidewalk Stencils.
(TABLED)**

Monte McCully is asking Council's authorization to use a sidewalk stencil to guide pedestrians along the art walk trail. Mr. McCully explained that the Art in Motion Ad Hoc committee met 3 years ago and designed 4 different brochures that guide people to our city's art pieces. The brochures outline 2 different walking tours and 2 different biking tours. The committee raised sponsors to print the brochure and has been updating the brochure and reprinting it every year. This year the idea came up to paint a small 12 to 18 inch symbol on the ground along the walking trail at 2 to 3 locations on every block. This will help guide people to each art piece much like the Mudgy and Millie symbols we painted several years ago. The Arts Commission has already agreed to fund a reprint of the brochure, the construction of the symbol and the paint required to paint the symbols. The Ad Hoc Committee will work together to paint the symbols. There will be staff time involved for one employee for an estimated 3 hours.

ITEM TABLED to next meeting to allow time for staff to present this to the Downtown Association for their input.

Item 7. Request to extend two hour time limit parking on Sherman Avenue to 8th St.
(CB 17-1020)

Jim Hammond is asking Council to adopt an ordinance amending the City's Municipal Code to extend the two-hour time limit parking zone on Sherman Avenue to 8th Street. Mr. Hammond explained that the Diamond Parking's contract with the City outlines the downtown core in an expansive swath, which includes all along Sherman Avenue to 8th Street. However, the City's two hour parking zone ends at 7th Street, per City code section 10.24.020(B). New businesses along Sherman Avenue continue to enhance economic development downtown, but between 7th and 8th streets there is no time limit, and the City has been made aware this is impacting vehicle turnover – and therefore inhibits local businesses from getting enough customers to be sustainable. Staff believes it was the City Council's intent when adopting Diamond Parking's enforcement zone to ensure a two hour time limit extended along Sherman all the way to 8th Street. For this reason, staff recommends CMC 10.24.020(B) be amended to ensure this this section of Sherman Avenue is treated the same as the rest of the downtown area.

MOTION: by Evans, seconded by Miller, to recommend that Council adopt Council Bill No. 17-1020 amending M.C Section 10.24.020(B) to extend the two-hour time limit parking zone on Sherman Avenue to 8th Street. Motion Carried.

Item 8. Renewal of lease at 816 Sherman Ave. for the Legal Department.
(Consent Resolution No. 17-033)

Mike Gridley is asking Council to approve a lease extension for 816 Sherman Avenue for an additional six months. Mr. Gridley noted that the current lease expires on May 31, 2017 for the building occupied by the entire Legal Department. The lease extension will expire on November 30, 2017. The City Hall reconstruction project is projected to be completed in October. Both Civil and Prosecutors office will move back to City Hall at that time. The lease is currently \$2,500 per month and will remain the same for the additional six month extension.

MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 17-033 approving a six-month lease extension with Commercial Property Management for 816 Sherman Avenue. Motion Carried.

The meeting adjourned at 12:24 p.m.

Respectfully submitted,



Juanita Knight
General Services Committee Liaison

DATE: MAY 9, 2017

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: JUNE 20, 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>
ZC-1-17	Applicant: Lake City Engineering LLC. Location: 505 W. Kathleen Avenue Request: A proposed zone change from LM (Light Manufacturing) to City C-17 (Commercial at 17 units/acre) zoning district	Recommended approval	QUASI-JUDICIAL

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **June 20, 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 200.00
Rec No 01265819
Date _____
Date to City Council: 5/16/17
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service June - July

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 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 _____ to _____	\$

Business Name	Castaway Cellars, Inc.	
Business Mailing Address	15263 Pristine Circle	
City, State, Zip	Rathdrum, ID 83858	
Business Physical Address	210 Sherman Ave, Ste 161	
City, State, Zip	Coeur d'Alene, ID 83814	
Business Contact	Business Telephone: 208-819-1296	Fax: n/a yet
	Email address: Shelly@castawaycellars.com	
License Applicant	Michelle R Crawford	
If Corporation, partnership, LLC etc. List all members/officers	S-Corp Michelle Crawford - President Scott Crawford - Sec/Treas.	

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 299.97
Rec No 01268307
Date 05-05-2017
Date to City Council 05-16-17
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service June 2017

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
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<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" 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 type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	Rustic CDA LLC
Business Mailing Address	309 E. Sherman Avenue
City, State, Zip	Coeur d'Alene, ID 83814
Business Physical Address	309 E. Sherman Avenue
City, State, Zip	Coeur d'Alene, ID 83814
Business Contact	Business Telephone : 650-387-7450 Fax:
License Applicant	Rustic CDA LLC
If Corporation, partnership, LLC etc. List all members/officers	Warren S. Heit

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 250.00
Rec No 01263772
Date 4-28-17
Date to City Council: 5-16-17
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service _____

Check the **ONE** box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" 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
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<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input 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 _____ to _____	\$

Business Name	TWE Company INC DBA INTO THE WOODS	
Business Mailing Address	509 E SHERMAN AVE	
City, State, Zip	COEUR D' ALENE, IDAHO 83814	
Business Physical Address	509 E SHERMAN AVE	
City, State, Zip	COEUR D' ALENE, IDAHO 83814	
Business Contact	Business Telephone	Fax:
REBECCA WEBB	208-292-4264	208-664-8768
	Email address:	TANGLEWOOD INTERIORS @ G.MAIL.COM
License Applicant	REBECCA WEBB	
If Corporation, partnership, LLC etc. List all members/officers	REBECCA WEBB, PRES	

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services 05-01-2017
 Department Name / Employee Name / Date
 Request made by: Maria Dawson 755-6671
 Name / Phone
PO Box 327 Post Falls, ID 83877
 Address

The request is for: / / Repurchase of Lot(s)
 / / Transfer of Lot(s) from George & Olga Brown to Maria Dawson

Niche(s): _____
 Lot(s): 01, 02, _____, _____, _____, _____ Block: 16 Section: B

Lot(s) are located in / ☒ Forest Cemetery / / Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is / / Owner / / Executor* / / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 4000) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 01264923

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonne Jensen
 Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: ☒ Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 100.00 per lot.

MB 5/1/2017
 Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes ☒ No.

Person making request is authorized to execute the claim: RRA 5/1/17
 Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed..

 City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
 Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
 Cemetery copy filed / /; original and support documents returned to City Clerk / /

 Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
 Yellow copy Finance Dept.
 Pink copy to Cemetery Dept.

RESOLUTION NO. 17-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE FOLLOWING CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE: APPROVING THE DESTRUCTION OF TEMPORARY RECORDS PERTAINING TO THE ARTS COMMISSION AND ADMINISTRATION DEPARTMENT FILES; APPROVING REVISION TO THE 2017 STREET TREE LIST; APPROVING A LEASE RENEWAL WITH COMMERCIAL PROPERTY MANAGEMENT FOR 816 SHERMAN AVE. FOR THE LEGAL DEPARTMENT; APPROVING FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY FOR LANGUAGE ADDITION, SS-7-17 AND AUTHORIZING WELLS FARGO TO OPERATE A HORSE DRAWN CARRIAGE RIDES IN THE DOWNTOWN AREA ON MAY 20-, 2017.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s), and 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 "E" and by reference made a part hereof as summarized as follows:

- A) Approving the destruction of temporary records pertaining to the Arts Commission and Administration Department files;
- B) Approving revision to the 2017 Street Tree list;
- C) Approving a lease renewal with Commercial Property Management for 816 Sherman Ave. for the Legal Department;
- D) Approving Final Plat, Subdivision Improvement Agreement, and Security for Language Addition, SS-7-17;
- E) Authorizing Wells Fargo to operate a horse drawn carriage rides in the downtown area on May 20-, 2017.

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 "E" 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 16th day of May, 2017.

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 _____.

GENERAL SERVICES COMMITTEE

DATE: May 8, 2017
TO: City Council
FROM: RENATA MCLEOD, Municipal Services Director
RE: Request for Destruction of Records

DECISION POINT:

Would the City Council approve the destruction of certain public records?

HISTORY:

The Administration Department is requesting the destruction of temporary records, which consist of old Parking tickets, project files/artist proposals for previous public art projects, former Administrator files, etc. Pursuant to the Records Retention Manual adopted by the City Council in 2006, the attached list is being presented to the Council for authorization for destruction of such records without scanning. It has been determined that the files are more than two years old and have no historical value.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records.

DECISION POINT: To authorize staff to proceed with the destruction of records as listed pursuant to I.C. 50-908.

File Name	Type of Record	Retention Schedule	Most Recent Doc Date
Parking Tickets 2007/2008	Admin Files	Temporary 24 Mo.	2008
McEuen Citizen Questionnaires (2002)	Admin Files	Temporary 24 Mo.	2002
City Administrator Files (1 storage box)	Admin Files	Temporary 24 Mo.	2014
City Administrator Files (1 storage box)	Admin Files	Temporary 24 Mo.	2000
East Sherman Public Art Artist Proposals	Arts Commission	Temporary 24 Mo.	5/2009
Granite Benches (laminated sketches), ROCCI construction pictures)	Arts Commission	Temporary 24 Mo.	> 24 months
WWTP Public Art Artist Proposals	Arts Commission	Temporary 24 Mo.	> 24 months
Public Art Proposals (2009)	Arts Commission	Temporary 24 Mo.	2009
Midtown Bike Rack Artist Proposals (2009)	Arts Commission	Temporary 24 Mo.	2009
Ed Corridor Public Art Artist Proposals	Arts Commission	Temporary 24 Mo.	> 24 months
Utility Box Beautification Project Artist Proposals (2012)	Arts Commission	Temporary 24 Mo.	2012
4 th & Kathleen Roundabout Project Artist Proposals	Arts Commission	Temporary 24 Mo.	> 24 months
Art Currents Files/Artist Submissions 2011-2013	Arts Commission	Temporary 24 Mo.	2013
Utility Boxes Project Artist Submissions 2013-2014	Arts Commission	Temporary 24 Mo.	2014
Parking Tickets 2009	Parking Commission	Temporary 24 Mo.	2009
Parking Ticket Appeals (2010-2011)	Parking Commission	Temporary 24 Mo.	2011

CITY COUNCIL STAFF REPORT

DATE: June 16, 2017
FROM: Katie Kosanke, Urban Forestry Coordinator
SUBJECT: **Approved Public Tree List Revision**

DECISION POINT:

Does City Council want to adopt the most recent draft of the approved street tree list?

HISTORY:

The City's first approved tree list was developed along with the urban forestry ordinance, and was adopted in January of 1985. The list went through revisions in 1987, 1989, 1993, 2004 and most recently in 2014. The list designates which tree species can be planted within the public right-of-ways within the city.

FINANCIAL ANALYSIS:

The printing of the approved street tree list for distribution is currently done by photocopier on an as-needed basis. Changing the list will not result in a supply of unusable/out-of-date publications; nor will it incur any additional photocopying costs.

PERFORMANCE ANALYSIS:

The urban forestry ordinance specifies, "No species other than those included in the list may be planted as a public tree without prior approval of the city council . ." The urban forestry ordinance specifies, "A list of the official public tree species for the city of Coeur d'Alene shall be established by resolution of the city council."

The draft revision includes the following changes:

- Some "new" species and cultivars are included in the list, giving more selections (Silverbell, sweetgum, magnolia, parrotia, serviceberry, Pagoda tree, & cucumber magnolia (good urban trees for our zone).
- Purple Robe black locust was removed from the approved street tree list. This species has been unsuccessful in the landscape, declining from locust borers and causing nuisance issues with sucker sprouts off of the roots.
- *Fraxinus* (ash) species were removed from the list due to the invasive non-native insect pest, Emerald ash borer making its way toward Idaho. This pest has caused devastation to ash trees on the east coast estimated in the billions of dollars in damage and mitigation. This pest has been detected in Colorado. State Community Forestry representatives have advised against the continued planting of ash trees. Currently there are 1,655 ash trees in the public tree inventory, this includes park and street trees (6.3% of all public trees).

Having a diversity of species is important since pest problems are generally specific to certain tree species. If there is an outbreak of a major pest, it can easily move from tree to tree and cause significant damage.

DECISION POINT/RECOMMENDATION:

Does City Council want to adopt the most recent draft of the approved street tree list?



Coeur d'Alene's approved street tree list

(Proposed revision 2017)

Additional Species

- More species to choose from
- Silverbell, sweetgum, magnolia, parrotia, serviceberry, Pagoda tree, & cucumber magnolia (good urban trees for our zone)

Species to remove from list

- Purple robe black locust
- All Fraxinus (ash) species





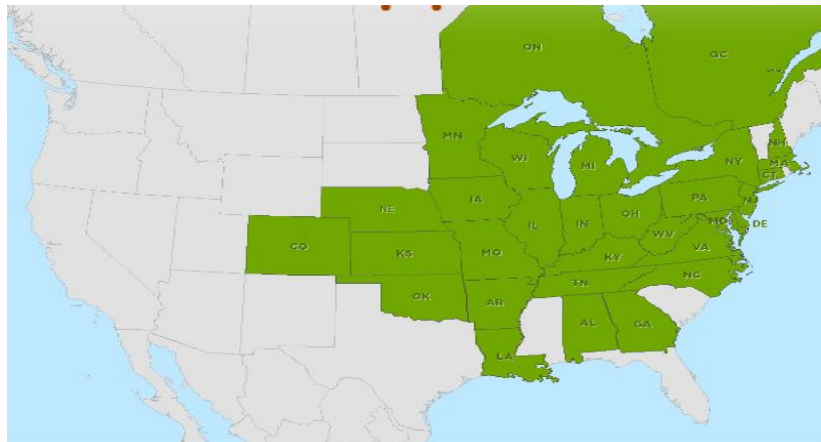
Emerald Ash Borer (EAB)

First discovered in 2002 In
Michigan, Ontario soon after



2002

Widespread damage by 2016



2016

Emerald Ash Borer

- Significant damage
- All Fraxinus (ash) species
- Large ½" beetle, larvae causes damage
- D-shaped exit holes
- Came from Asia, no predators here



Does City Council want to recommend approval of the revision of the approved street tree list?



CITY OF COEUR D'ALENE APPROVED STREET TREE LIST - MEDIUM TREES

General Tree Guidelines

The minimum size tree acceptable for planting on public properties is 1 1/2" caliper. In most cases trees are to be selected from the medium tree list. Small trees should only be selected if there are overhead power lines or if the planting space is less than four feet wide. Large trees are generally too large for residential properties, but are appropriate next to large commercial buildings or expansive properties. When selecting trees, always remember that there must be adequate room within the right-of-way planting location for the expansion of the trunks and roots.

More information on trees, including pictures of selected trees from this list, is available on the city website at <http://www.cdaid.org/>. Urban Forestry can be found under the Parks Department.

A permit is required before planting within the right-of-way within the City of Coeur d'Alene. Apply for a free permit on the city website, or call 769-2266.

Key to Approved Uses:








Approved for use in Swales



Approved for use under Power Lines

MEDIUM TREES (25'- 50' height)	USES APPROVED	MATURE SIZE HT X W	TREE FORM	OTHER INFORMATION OF INTEREST
Black Alder <i>Alnus glutinosa</i>		50' x 30'	Broadly pyramidal	A fast-growing tree that tolerates tough sites, and wet infertile soil.
Black Tupelo (Black Gum) <i>Nyssa sylvatica</i>		35' x 20'	Pyramidal, spreading with age	Best known for its coppery red fall color.
Tri Color Beech <i>Fagus sylvatica 'Roseomarginata'</i>		30' x 20'	Oval	Variegated, purple with rose-pink and cream margin.
Fastigate Beech <i>Fagus sylvatica 'Fastigiata'</i>		45' x 15'	Columnar	Dark green foliage Fall Color:
Cork Tree <i>Phellodendron</i>		40' x 35'	Upright, then spreading	This tree has bark that is ridged and furrowed into a cork-like pattern at maturity. This tree is usually free of pests and tolerates drought and polluted air.
Plant Approved Cultivars Only :				
Eye Stopper		40' x 35'	crown	Fall Color: bright yellow
His Majesty		40' x 35'	Broadly vase shaped	Fall Color: yellow

C H E R R Y	Sargent Cherry <i>Prunus sargentii</i> Approved cultivar for narrow spots:		Varies 30' x 30'	branches, round	
					This tree has attractive mahogany colored bark. Pink flowers in the spring; produces fruit 1/3" long; fall color: orange and red. Species can be planted as medium tree, but use of the columnar form is restricted to narrow planting situations.
	Columnar Sargent Cherry		35' x 15'	Columnar to narrowly vase shaped	
	Yoshino Cherry <i>Prunus x. yedoensis</i>		30' x 30'	Round, spreading	Fall Color: yellow; light pink to white flowers
E L M	Crabapple - Robinson <i>Malus 'Robinson'</i>		25' x 25'	Upright, spreading	Tree has bronze/green foliage. Deep pink flowers are followed by 3/8" red fruit in the fall and winter. This is the only crabapple on the medium list.
	Fraser Fir <i>Abies fraseri</i>		30-40' x 20'	Pyramidal	Evergreen, good substitution for subalpine fir.
	Nikko Fir <i>Abies homolepis</i>		40' x 20'	Pyramidal	Evergreen, good substitution for subalpine fir.
	Turkish Filbert <i>Corylus colurna</i>		45' x 30'	Pyramidal	Dark green foliage. Fall Color: yellow
	EmeraldSunshine Elm <i>Ulmus propinqua</i>		35' x 25'	Vase shaped	Deep green foliage. Fall Color: yellow.
H O N E Y L O C U S T	Dynasty Elm <i>Ulmus parvifolia 'Dynasty'</i>		40' x 40'	Rounded	Fall Color: orange-yellow.
	Frontier Elm <i>Ulmus 'Frontier'</i>		40' x 30'	Vase shaped to oval	Fall Color: burgandy.
	Prospector Elm <i>Ulmus silsoniana 'Prospector'</i>		40' x 30'	Vase shaped	Fall Color: yellow
	Vanguard Elm <i>Ulmus 'Morton Plainsman'</i>		45' x 40'	Rounded vase	Fall Color: yellow
H O N E Y L O C U S T	Hackberry <i>Celtis occidentalis</i>		40' x 30'	Broad top w/arching branches	Has interesting park with narrow corkey ridges. Is tolerant of harsh conditions. Fall Color: yellow.
	Honeylocust <i>Gleditsia triacanthos</i> Plant Approved Cultivars Only :		Varies	cultivar	These trees have delicate, fine textured leaves let sunlight through and minimize leaf litter. Plant one of the approved cultivars only.
	Moraine		45' x 40'	Widely vase shaped w/rounded top	Fall Color: golden
	Shademaster		45' x 35'	Vase shaped to rectangular	Upright branch structure. Fall Color: yellow
	Skyline		45' x 35'	Broadly pyramidal	Fall Color: golden
	True Shade		40' x 35'	Broadly oval	Vigorous growth, Fall Color: yellow

L I N D E N	Hophornbeam <i>Ostrya virginiana</i>		40' x 25'	Upright oval	Fall Color: yellow
	European Hornbeam <i>Carpinus betulus</i>		35' x 25'	Dense, narrow, oval w/age	Dense branching is excellent for screening. This tree has a formal look. Fall Color: yellow
	Katsuratree <i>Cercidiphyllum japonicum</i>		40' x 40'	Upright, rounded with age	Fall Color: yellow or apricot orange
	American Linden <i>Tilia americana</i>		Varies	Varies by cultivar	A stately tree with low spreading branches. Has larger leaves than other lindens. May need to discourage aphids. Fall Color: yellow
	Plant Approved Cultivars Only :				
	Legend		40' x 30'	Broadly pyramidal	
	Lincoln		35' x 25'	Pyramidal, compact	
	Redmond		35' x 25'	Pyramidal	Largest leaves of Linden cultivars.
	Crimean Linden <i>Tilia x euchlora</i>		40' x 35'	Broadly pyramidal to oval	Fall Color: yellow; buy rooted cutting; hot & dry tolerant
	Silver Linden <i>Tilia tomentosa</i>		Varies	Broadly pyramidal to oval	Silvery white underside of leaves give this tree its name. Fall Color: yellow; tolerates heat and drought. Use only cultivars listed.
M A P L E	Plant Approved Cultivars Only :				
	Green Mountain		45' x 35'	Broadly pyramidal	
	Sterling		45' x 35'	Broadly pyramidal	
	Littleleaf Linden <i>Tilia cordata</i>		35-45' x 30'	Pyramidal to oval	A good shade tree. Fall Color: yellow. Use species and all cultivars.
	Crescendo Sugar Maple <i>Acer saccharum</i> 'Morton'		45' x 40'	Broadly oval	A nice shade tree with smaller leaves than the Norway maple common to Cd'A. Fall Color: orange/red to bright red
	Hedge Maple <i>Acer campestre</i>		30' x 30'	Dense, round	This tree has corky bark and requires only low maintenance. Fall Color: Yellow
	Hardy Rubber Tree <i>Eucommia ulmoides</i>		45' x 45'	Rounded with ascending branches	Fall Color: yellow. Pests are not a problem for this tree
	European Mountainash <i>Sorbus aucuparia</i>		35' x 25'	Upright and oval, round w/age	A hardy tree that is particularly beautiful in fall when foliage turns rusty orange and fruit is orange-red. Fruit is attractive to birds, but can be messy
	Korean Mountainash <i>Sorbus alnifolia</i>		40' x 30'	Oval to round	Fall Color: yellow to orange. White flowers in spring. Scarlet fruit in fall and through winter is attractive to birds, but can be messy.
	Oak-leaf Mountainash		30' x 20'	Upright, ascending branches, oval	

Sorbus x hybrida

White flowers in the spring followed by scarlet fruit. The good yellow to orange fall color of the other Mountainash with an unusual leaf. Fruit is attractive to birds, but can be messy

O A K	English Oak Crosses		Varies	Columnar to narrow oval	
	<i>Quercus robur x bicolor</i> 'Long'				
	Plant Only these Crosses:				
	Regal Prince Oak		45' x 18'	Columnar to narrow oval	
	Rosehill Oak		40' x 20'	Narrowly oval	
	Sky Rocket				
	Swamp White Oak		45' x 45'	Rounded, open	Fall Color: red to reddish purple
	<i>Quercus bicolor</i>				
	Sawtooth Oak		40' x 40'	Rounded	Fall Color: yellow
	<i>Quercus acutissima</i>				
F L O W E R I N G P E A R	Chinkapin Oak		45' x 45'	Rounded, open	Fall Color: yellow to yellow brown
	<i>Quercus muehlenbergii</i>				
	Crimson Spire Oak		45' x 15'	Columnar, tightly fastigate	Fall Color: rusty red. Mildew resistant foliage.
	<i>Quercus robur x Q. Alba</i> 'Crimschmidt'				
	Callery Pear		Varies	Upright	
	<i>Pyrus calleryana</i>				
	Plant Approved Cultivars Only :				
	Autumn Blaze		30' x 25'	Round	Best hardiness of the pears. Fall Color: bright red
	Aristocrat		40' x 28'	Pyramidal	Open, informal appearance. Fall Color: deep red;
	Chanticleer		40' x 15'	Upright, narrowly pyramidal	Fall Color: reddish
	Trinity		30' x 25'	Broadly oval to rounded	Smaller than other callery pears; Fall Color: orange/red
	Prairie Gem		25' x 25'	Dense, round	Hardy tree that generally blooms earlier than other varieties of pears. Fall Color: yellow to purple
	<i>Pyrus ussuriensis</i> 'Mordak'				
	Carolina Silverbell		35' x 25'	Rounded	White flowers in early spring. Fall Color: Yellow or golden
	<i>Halesia tetaptera</i>				
	Sweetgum		40' x 25'	Pyramidal	
	<i>Liquidambar styraciflua</i>				
	Scotch Pine		30'-60' x 40'	Irregular pyramid	Fall Color: Orange, red, burgandy and purpleish. Has small 1" spiny hard ball fruits.
	<i>Pinus sylvestris</i>				
	Fastigate White Pine		30' x 10'	Columnar, fastigate	An evergreen that likes sunlight. It is salt intolerant and produces 1.5-3" cones. Evergreen, bluish green needles.
	<i>Pinus strobus</i> 'Fastigiata'				
	White Spruce		40'-60' x 20'	Broad, densely pyramidal	Nice, adaptable evergreen that produces 1-2.5" long cones.

Picea glauca

Stewartia

Stewartia pseudocamellia

30' x 20'

Pyramidal to oval

exfoliating bark, white 2" blooms in summer, Fall Color: red

Yellowwood

Cladrastus lutea

30' x 40'

Round, arching branches

Fragrant flowers in the spring followed with fall colors of brilliant yellow.

Village Green Zelkova

Zelkova serrata 'Village Green'

40' x 38'

Vase

A relative of the elm tree, this tree can be susceptible to the elm leaf beetle. Fall Color is an apricot to rusty red color.


CITY OF COEUR D'ALENE APPROVED STREET TREE LIST - LARGE TREES


General Tree Guidelines




The minimum size tree acceptable for planting on public properties is 1 1/2" caliper. In most cases trees are to be selected from the medium tree list. Small trees should only be selected if there are overhead power lines or if the planting space is less than four feet wide. **Large trees** are generally too large for residential properties, but are appropriate next to large commercial buildings or expansive properties. When selecting trees, always remember that there must be adequate room within the right-of-way planting location for the expansion of the trunks and roots.


More information on trees, including pictures of selected trees from this list, is available on the city website at <http://www.cdavid.org/>. Urban Forestry can be found under the **A permit is required** before planting within the right-of-way within the City of Coeur d'Alene. Apply for a free permit on the city website, or call 769-2266.



Key to Approved Uses:














 Approved for use in Swales

 Approved for use under Power Lines

	LARGE TREES (> 50')	USES APPROVED	MATURE SIZE HT X W	TREE FORM	OTHER INFORMATION OF INTEREST
	Bald Cypress <i>Taxodium distichum</i>		55' x 30'	Pyramidal	Deciduous conifer. Fall Color: rusty red.
B E E C H	American Beech <i>Fagus grandifolia</i>		50' x 40'	Broadly oval	Fall Color: golden bronze
	Green Beech <i>Fagus sylvatica</i>		50' x 40'	Broadly pyramidal	Fall Color: bronze
	Fernleaf Beech <i>Fagus sylvatica</i> 'Asplenifolia'		50' x 40'	Broadly oval	Fall Color: golden brown
	Rivers Purple Beech <i>Fagus sylvatica</i> 'Riversii'		50' x 40'	Broadly oval	purple foliage, Fall Color: yellow brown
	Northern Catalpa <i>Catalpa Speciosa</i>		50' x 35'	structure	Tolerant of tough conditions, large leaves that produce dense shade; does produce seed pods which are messy in the fall, large white flowers.
	Kentucky Coffee Tree		50' x 35'	arching branches	bluish-green leaves, late to leaf out in spring, loses leaves early in the fall. Fall Color:

F I R	<i>Gymnocladus dioicus</i>			yellow.
	White Fir	50-70' x 15-30'	Conical, branched to the base	Evergreen; 3-6" cone
	<i>Abies concolor</i>			
	Grand Fir	100' x 35'	Long, narrow crown	Evergreen
E L M	<i>Abies grandis</i>			
	Nordmann fir	40-60' x 20'	branches	Evergreen
	<i>abies nordmanniana</i>			
	Balsam fir	45-75' x 20-25'	Symmetically pyramidal	Evergreen
	<i>Abies balsamea</i>			
	Valley Forge American Elm	 70' x 70'	Vase Shaped, drooping branches	Most resistant to Dutch Elm disease; fall color yellow/brown
	<i>Ulmus Americana 'Valley Forge'</i>			
	Chinese Elm	50' x 50'	Round w/ pendulous branches	aka Lacebark elm; Fall Color: purple
	<i>Ulmus parvifolia</i>			
	Plant Approved Cultivars Only :			
E L M	Allee	50' x 35'	Upright, spreading	Fall Color: yellow
	Athena	40' x 55'	Round, spreading	Fall Color: bronze/brown
	Burgundy	50' x 50'	Broad, round	Fall Color: deep burgundy; rapid growth
	Accolade Elm	70' x 60'	Vase shaped with arching limbs	Fall Color: yellow
	<i>Ulmus japonica x wilsoniana 'Morton'</i>			
	Commendation Elm	60' x 50'	Upright oval	Fall Color: yellow
	<i>Ulmus' Morton Stalwart'</i>			
	Danda Charm Tree Elm	70' x 60'	Vase shaped with arching limbs	Fall Color: yellow
	<i>Ulmus x wilsoniana 'Morton Red Tip'</i>			
	Homestead Elm	55' x 35'	Upright arching, narrow oval	Fall Color: yellow
	<i>Ulmus 'Homestead'</i>			
	New Horizon Elm	55' x 40'	Upright oval, slightly arching	Fall Color: yellow
	<i>Ulmus japonica x pumila 'New Horizon'</i>			
	Jefferson Elm	70' x 50'	Vase shaped with arching limbs	Fall Color: yellow
	<i>Ulmus americana 'Jefferson'</i>			
	Pioneer Elm	50' x 50'	Rounded	Fall Color: yellow
	<i>Ulmus 'Pioneer'</i>			
	Princeton Elm	65' x 50'	Upright vase shaped	Fall Color: yellow
	<i>Ulmus americana 'Princeton'</i>			
	Triumph Elm	55' x 45'	Upright oval to vase	Fall Color: yellow
	<i>Ulmus' Morton Glossy'</i>			
	Ginkgo	40-45' x 15-35'	narrowly to broadly pyramidal	Fall Color: bright golden yellow

	<i>Ginkgo biolba</i>				
	Magnifica Hackberry		50' x 40'	Broadly oval with ascending rather than descending branches.	Has better insect resistance than common Hackberry. Fall Color: yellow
	<i>Celtis 'Magnifica'</i>				
H E M L O C K	Eastern Hemlock		40-70' x 25-35'	Pyramidal	Evergreen; moist well-drained, acid soils; shade/drought tolerant
	<i>Tsuga canadensis</i>				
	Western Hemlock		100' x 50'	Narrow	Largest hemlock; Evergreen; 3/4-1" cone
	<i>Tsuga heterophylla</i>				
	Boulevard Linden		50' x 25'	Tall, narrow	Hardy and well suited to street plantings; Fall Color: yellow
	<i>Tilia americana 'Boulevard'</i>				
L A R C H	European Larch		70' x 25'	Slender, pyramidal	Does not tolerate air pollution; Fall Color: yellow.
	<i>larix decidua</i>				
	Japanese Larch		70-90' x 25-40'	Open, pyramidal	Fall Color: Yellow; deciduous
	<i>Larix kaempferi</i>				
	Western Larch		70-75' x 20-30'	Narrow, short crown	Fall Color: yellow, gold; deciduous; shade intolerant
	<i>larix occidentalis</i>				
	Cucumber Magnolia		60' x 50'	age	Fall Color: yellow bronze. Greenish white flowers in the spring.
	<i>Magnolia acuminata</i>				
M A P L E	Sugar Maple		50' x 45'	Upright oval to round	Fall Color: orange, red, scarlet
	<i>Acer saccharum</i>				
	Plant Approved Cultivars Only :				
	Bonfire		50' x 40'	Broadly oval	Fast growing; Fall Color: bright orange to red
	Commemoration		50' x 35'	Oval to round	Fall Color: orange to orange/red
	Endowment		50' x 20'	Columnar	Fall Color: bright yellow
	Majesty		50' x 40'	Broadly oval	Fall Color: orange to red
	Green Mountain		45' x 35'	Broadly oval	Hardy; Fall Color: red/orange to red
	Wright Brothers		50' x 35'	Oval	Resistant to scorch & frost; Fall Color: yellow/orange to red
			55' x 30'	Broadly pyramidal to rounded	Evergreen
P I N E	Austrian Pine				
	<i>Pinus nigra</i>				
	Ponderosa Pine		60-100' x 30'	Pyramidal, irregular cylinder w/age	Native E; 3-6" cone
	<i>Pinus ponderosa</i>				
	Southwestern White Pine		50'-80' x 30'	Slender, straight, round	Resists blister rust; record 111' in height; 5-10" cone
	<i>Pinus strobiformus</i>				
	Western White Pine		80' x 35'	Broad	Evergreen
	<i>Pinus monticola</i>				
	Eastern White Pine		50-80' x 20-40'	branches	Evergreen, one of the fastest growing pines.
	<i>pinus strobus</i>				

O A K V A R I E T I E S O A K V A R I E T I E S	Bloodgood London Planetree <i>Platanus x acerifolia</i> 'Bloodgood'		50' x 40'	Broadly pyramidal	Fall Color: yellow; more resistant to anthracnose than species
	Dawn Redwood <i>metasequoia glyptostroboides</i>		70' x 25'	Narrow, conical	Deciduous conifer, fast growing. Fall color: rusty orange
	Bur Oak <i>Quercus macrocarpa</i>		55' x 45'	Broadly oval, irregular, open	Fall Color: yellow to yellow/brown
	English Oak <i>Quercus robur</i>		50' x 40'	Broad, round, open crown	Adaptable; Evergreen; Fall Color: rusty orange to red
	Plant Approved Cultivars Only : Westminster Globe Oak		45' x 45'	Round	1-2" long acorns
	Skymaster Oak		50' x 25'	pyramidal	
	Forest Green Oak <i>Quercus frainetto</i> 'Schmidt'		50' x 30'	Upright, oval	Glossy deep green leaves; Fall Color: yellow to brown
	Pin Oak <i>Quercus palustris</i>		55' x 40'	Pyramidal	Fall Color: rusty orange to red
	Red Oak <i>Quercus rubra</i>		Varies	Round	Fall Color: red
	Scarlet Oak <i>Quercus coccinea</i>		50' x 40'	Upright spreading, open, oval	Fall Color: red
	Shumard Oak <i>Quercus shumardii</i>		50' x 40'	Wide-spreading	Tolerant of wet soil; Fall Color: red/brown
	White Oak <i>Quercus alba</i>		45' x 45'	Round	Fall Color: red to red/purple
	Shingle Oak <i>Quercus imbricaria</i>		50' x 40'	Broadly oval	Fall Color: yellowish to rusty red
	Heritage Oak <i>Quercus x macdonnellii</i> 'Clemons'		50' x 40'	Broadly pyramidal to oval	Dark green glossy foliage; Fall color: yellow
S P R U C E	Green Pillar Oak <i>Quercus palustris</i> 'Pringreen'		50' x 15'	Narrowly columnar	Fall color: deep red. Only to be used in narrow planting strips
	Pagoda Tree <i>Sophora japonica</i>		50' x 40'	Upright spreading	Fall Color: green-yellow. Creamy white fragrant flowers hang in clusters.
	Oriental Spruce <i>Picea orientalis</i>		50-60' x 20'	Compact, narrow pyramidal	Protect from harsh winter winds; 2-4" cone; Evergreen
	Serbian Spruce <i>Picea omorika</i>		50-60' x 25'	Narrow, pyramidal	Deep, moist, well-drained soil; 1.25-2" cone; Evergreen
	Tuliptree <i>Liriodendron tulipifera</i>		50-60' x 30'	Oval	Fast growing; Fall Colors bright yellow

Japanese Zelkova*Zelkova serrata*

50' x 40'

Upright vase shaped

Fall Color: orange; 1/6" drupe

Plant Approved Cultivars Only :

Green Vase

50' x 40'

Vase shape w/ arching branches

Fall Color: orange

Halka

50' x 30'

Upright vase shape











Fall Color: yellow

CITY OF COEUR D'ALENE APPROVED STREET TREE LIST - SMALL TREES**General Tree Guidelines**

The minimum size tree acceptable for planting on public properties is 1 1/2" caliper. In most cases trees are to be selected from the medium tree list. **Small trees** should only be selected if there are overhead power lines or if the planting space is less than four feet wide. Large trees are generally too large for residential properties, but are appropriate next to large commercial buildings or expansive properties. When selecting trees, always remember that there must be adequate room within the right-of-way planting location for the expansion of the trunks and roots.

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Key to Approved Uses:**Approved for use in Swales****Approved for use under Power Lines**

SMALL TREES (25' or less)	USES APPROVED	MATURE SIZE HT X W	TREE FORM	OTHER INFORMATION OF INTEREST
Amur Maackia <i>Maackia amurensis</i>	 	25' x 20'	Upright vase shape	Tolerant; nitrogen-fixer; white flowers
Lindsey's Skyward Bald Cypress <i>Taxodium distichum 'Skyward'</i>	 	25' x 10'	Upright, columnar	Fall Color: rusty orange; deciduous conifer
Accolade Cherry <i>Prunus 'Accolade'</i>		25' x 30'	Broad, low	Almost no fruit; clustered flowers
Amur Chokecherry <i>Prunus maackii</i>		25' x 25'	Upright oval to round	Shiny coppery orange bark; Fall Color: yellow; 1/5" black fruit
Autumn Flowering Cherry <i>Prunus subhirtella 'Autumnalis Rosea'</i>		25' x 22'	Upright, spreading	Blooms spring and fall; Fall Color: yellow/bronze; double flowers
Japanese Cherry <i>Prunus serrulata</i>		25' x 15'	Vase shaped, round	Fall Color: bronze to red
Plant Approved Cultivars Only :				
Kwanzan		30' x 20'	Stiffly vase-shaped	Fall Color: orange/red; rosy pink flowers
Royal Burgundy		20' x 15'	Broadly vase-shaped	Purple leaves; Fall Color: bronze/purple; magenta/pink flowers
Snow Goose Cherry <i>Prunus 'Snow Goose'</i>		20' x 20'	Wider w/ age	Cherry foliage disease resistant; white flowers

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	Canada Red Chokecherry <i>Prunus Padus 'Canada Red'</i>		25' x 20'	Upright, spreading	leaves emerge green, turn purple in summer. Fall Color: red to reddish purple. Basal suckers can be a nuisance.
	Cascade Snow Cherry <i>Prunus 'Berry'</i>		25' x 20'	Upright and spreading	Fall color: Yellow to bronze-orange. White flowers in clusters.
C R A B A P P L E	Crabapple <i>Malus</i>		20' x 20'	Round, upright	Pink to white flowers
	Plant Approved Cultivars Only :				
	Adams		20' x 20'	Round	5/8" red persistent fruit; pink flowers
	Adirondack		18' x 10'	Upright	1/2" red persistent fruit; white flowers
	Centurion		20' x 15'	Narrow, upright	5/8" bright red fruit; rose red flowers
	Indian Summer		18' x 20'	Round	5/8" bright red fruit; rose red flowers
	Prairifire		20' x 20'	Upright, spreading, round	purple leaves; Fall Color: red/green; red fruit; bright pink/red flowers
	Professor Sprenger		20' x 20'	Upright, spreading	1/2" orange/red fruit; pink & white flowers
	Purple Prince		20' x 20'	Rounded	Purple foliage; Fall Color: bronze/green; 3/8"-1/2" maroon fruit
	Sentinel		20' x 12'	Narrow, upright	Persistent fruit; white flowers w/ pink tint
	Pink Flowering Dogwood <i>Cornus florida rubra</i>		20' x 20'	Upright, spreading	Fall color: red; pink flowers
	Kousa Dogwood <i>Cornus kousa</i>		20' x 20'	Horizontal, round	Fall Color: red; white flowers
	Pagoda Dogwood <i>Cornus alternifolia</i>		20' x 20'	Irregular branching, mostly rounded	small white flowers. Fall color: mix of yellow with reddish purple mixing in
	Goldenchain tree <i>Laburnum x watereri</i>		25' x 20'	Vase shaped	Golden yellow long clusters of hanging flowers
H A W T H O R N	Crimson Cloud Hawthorn <i>Crataegus laevigata 'Crimson Cloud'</i>		25' x 18'	Oval w/ upright branches	Resistant to leaf spot; Fall Color: bright red; red flowers
	Snowbird Hawthorn <i>Crataegus x mordenensis 'Snowbird'</i>		22' x 20'	Upright oval to round	3/8" bright crimson fruit; clustered flowers
	Thornless Cockspur Hawthorn <i>Crataegus crus-galli 'Inermis'</i>		25' x 25'	Round, spreading	Fall Color: orange, rusty orange; small white flowers
	Washington Hawthorn <i>Crataegus phaenopyrum</i>		25' x 20'	Broadly oval to round	Fall Color: orange to scarlet; red fruit; white flowers; thorns
M A P L E	Summer Sprite Linden <i>Tilia cordata 'Halka'</i>		16' x 8'	Dense, narrow pyramid	Natural dwarf; Fall Color: yellow
	Apollo Maple <i>Acer saccharum 'Barrett Cole'</i>		25' x 10'	Narrow, columnar	Dwarf; Fall Color: yellow/orange to red
	Paperbark Maple		25' x 20'	Upright, spreading	Trifoliate leaf, cinnamon bark; Fall Color: red

<i>Acer griseum</i>		25' x 20'	Oval to round	Fall Color: yellow to orange/red; bright red samaras
Tartarian Maple <i>Acer tartaricum</i>		18' x 8'	Compact, oval	Fall Color: yellow to orange; small orange/red fruit; white flowers
Red Cascade Mountainash <i>Sorbus americana</i> 'Dwarfcrowne'		25' x 25'	Rounded	Fall Color: medium-dark green. Cream white flowers
Merrill Loebner Magnolia <i>Magnolia x loebneri</i> 'Merrill'		20' x 15'	Rounded form	Fall Color: Green. White spring flowers
Royal Star Magnolia <i>Magnolia stellata</i> 'Royal Star'		25' x 25'	Rounded	Fall Color: yellow orange to orange red
Gambel Oak <i>Quercus gambelii</i>		16' x 10'	Compact upright oval	Fall Color: yellow; white flowers
Jack Pear <i>Pyrus calleryana</i> 'Jaczam'		25' x 20'	Irregular shape	Fall color: showy red, orange and red. Pest free and tolerant of various conditions.
Persian Parrotia <i>Parrotia persica</i>		25' x 15'	Upright oval	Fall Color: orange; edible 3/8" fruit; white clustered flowers
Allegheny Serviceberry <i>Amelanchier laevis</i>		25' x 15'	Rounded	Fall color: yellow to orange; edible small fruit; white clustered flowers
Apple Serviceberry <i>Amelanchier x grandiflora</i>		20' x 15-20'	Upright spreading	Fall Color: Yellow; creamy white clusters of flowers
Japanese Tree Lilac <i>Syringa pekinensis</i> or <i>reticulata</i>		25' x 30'	Low branching, flat topped	Fall Color: yellow; rosy pink pea flowers
Eastern Redbud <i>Cercis canadensis</i>		24' x 18'	Compact oval to vase shape	Fall Color: yellow
City Sprite Zelkova <i>Zelkova serrata</i>		25' x 35'	Wide low spreading form	Fall Color: yellow
Wireless Zelkova <i>Zelkova serrata</i> 'Schmidtlow'				

**CITY COUNCIL
STAFF REPORT**

DATE: May 8, 2017
FROM: Michael C. Gridley, City Attorney
SUBJECT: 816 Sherman Lease Amendment

DECISION POINT:

Whether the City should amend the lease agreement for 816 Sherman to extend the term for an additional 6 months.

HISTORY:

The current lease agreement expires on May 31, 2017 for the building occupied by the entire Legal department. The lease extension will expire on November 30, 2017. The City Hall Reconstruction Project should be completed in October when both departments will move back to City Hall.

FINANCIAL ANALYSIS:

The rent is \$2,500 per month for the 6 month extension.

PERFORMANCE ANALYSIS:

The current space serves the needs of the Legal Civil and Criminal departments and is close to City Hall. There is no other comparable space near City Hall.

DECISION POINT/RECOMMENDATION:

The Legal Department recommends that Council approve the 6 month extension of the 816 Sherman lease agreement with Commercial Property Management, LLC.



Commercial Property Management, LLC

April 24, 2017

Mike Gridley
City Attorney
City of Coeur d'Alene
PO Box 489
Coeur D Alene, ID 83816

Dear Mike:

This letter will serve as an Amendment to your Lease for your space at 816 Sherman Avenue, Suites 3, 4, & 5 Coeur d'Alene, Idaho 83814. Your lease will be extended for 6 months starting June 1, 2017 and ending November 30, 2017.


All terms and conditions of the original Lease agreement to remain the same except for the following:

The Premises: The Lessor hereby Leases unto Lessee the Premises known as 816 Sherman Avenue, Suites 3, 4, & 5 and basement, Coeur d'Alene, Idaho 83814.

Rent: \$2,500.00 per month

Please sign the acknowledgement below, and return to our office. Please contact me at 208/665-6473 or 208/640-9470, if you have any questions.

Sincerely,
Commercial Property Management LLC


Jim Koon
Manager
(208) 665-6473 or (208) 640-9470

City of Coeur d'Alene (Mayor)

By: _____

Steve Widmyer

Date: _____

Attest by City Clerk

By: _____

Renata McLeod

Date: _____

Magnuson Properties Partnership (Owner)

By: _____

Date: _____

**P.O. Box 3145
Coeur d'Alene, Idaho 83816
Office: (208) 665-6473 • Fax (866) 293-6729**

CITY COUNCIL STAFF REPORT

DATE: May 16, 2017
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-7-17, Langue Addition: Final Plat, Subdivision Improvement Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a three (3) lot residential subdivision.
2. City Council approval of the furnished subdivision improvement agreement and security.

HISTORY

- a. Applicant: David A. Langue, RND Development, LLC
2900 N. Government Way # 267
Coeur d'Alene, ID 83815
- b. Location: The north side of Haycraft Avenue, between US 95 and Carriage Court.
- c. Previous Action:
 1. Preliminary plat approval, May 4, 2017

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$9,919.80 which covers the outstanding cost of the uninstalled infrastructure installations that are required for this development.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the outstanding infrastructure items (concrete sidewalk, curb, pedestrian ramp, approach and off street paved parking) in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, occupancies will not be allowed until all infrastructure installation has been completed, and, the improvements accepted by the City. The developer has stated that all infrastructure installations will be complete by June 1, 2018.

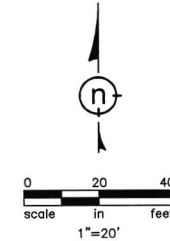
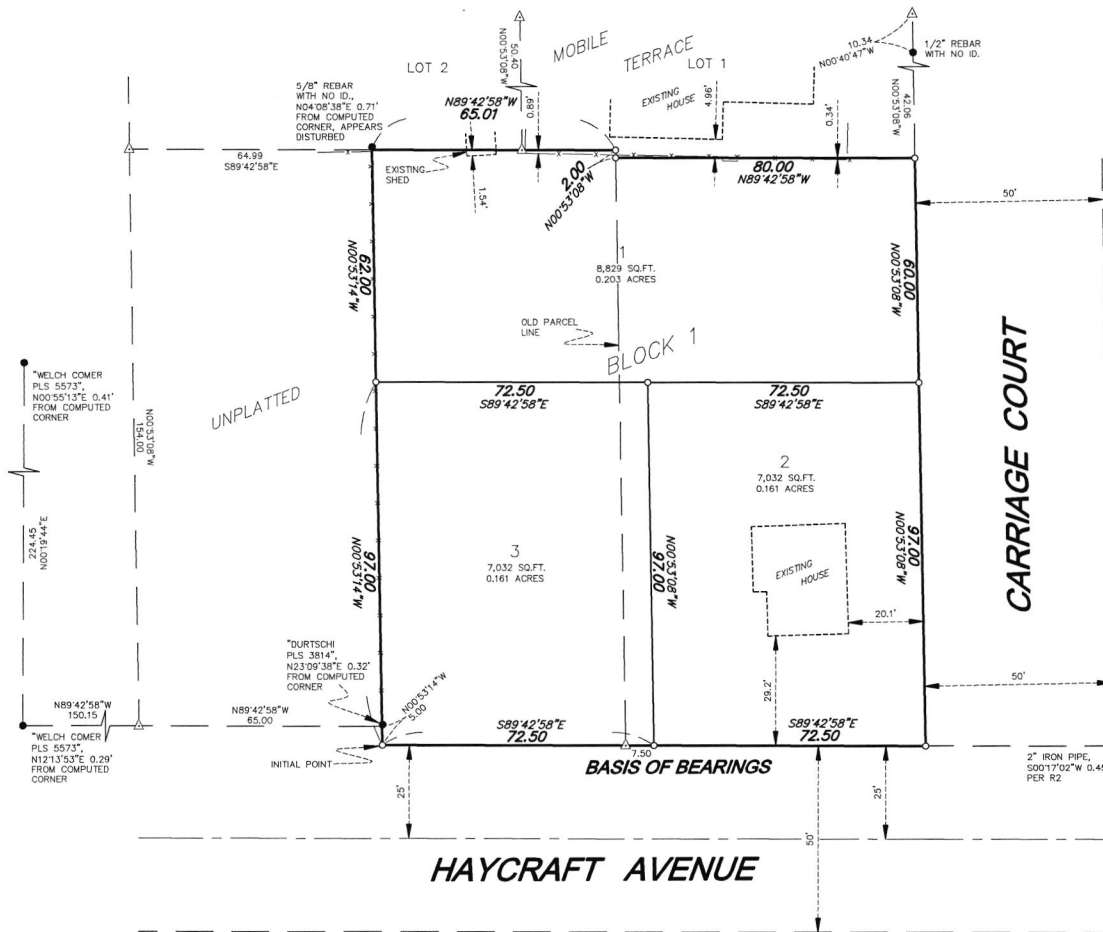
DECISION POINT RECOMMENDATION

1. Approve the subdivision improvement agreement and security.
2. Approve the final plat document.

LANGUE ADDITION

Portions of Tracts 20 and 21, of FRUITLAND ADDITION ACRE TRACTS, in the Southeast Quarter of Section 2, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho

BOOK _____, PAGE _____
INSTRUMENT # _____



Legend

- △ = Calculated point (nothing found or set)
- = Found 5/8" rebar (as noted)
- ⊕ = Found iron pipe (as noted)
- = Set 5/8"x 30" rebar with plastic survey cap marked "H2 PLS 12110"
- = Deed line
- = Property line
- = Boundary line
- = Adjacent property line
- = Right-of-way
- = Fence

Record Information

- R1= Record of Survey, Instrument #2098817000, records of Kootenai County, Idaho
- R2= Record of Survey, Instrument #1393590, records of Kootenai County, Idaho
- R3= Record of Survey, Instrument #1648446, records of Kootenai County, Idaho
- R4= MOBILE TERRACE, Book "T", Page 84, records of Kootenai County, Idaho
- R5= FRUIT LAND ADDITION ACRE TRACTS, Book "B", Page 108, records of Kootenai County, Idaho



Basis of Bearings

The north line of Haycraft Avenue bears S89°42'58"E, as shown hereon

Surveyor's Note

1. Water and sewer services will be provided by the City of Coeur d'Alene.

2229 West Dakota Avenue • Hayden, Idaho 83835
Phone: (208) 772-6600 • Fax: (208) 772-6619
www.h2survey.com

Date: March, 2017
Project Number: 2017-017

LANGUE ADDITION

Portions of Tracts 20 and 21, of FRUITLAND ADDITION ACRE TRACTS, in the Southeast Quarter of Section 2, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho

BOOK _____, PAGE _____
INSTRUMENT # _____

Owner's Certificate

KNOW ALL MEN BY THESE PRESENTS: That RND Development, LLC, is the record owner of the real property on this certification and have caused the same to be surveyed and divided into lots as herein platted, to be known as **LANGUE ADDITION**;

Portions of Tracts 20 and 21 of FRUITLANDS ADDITION TO COEUR D'ALENE, according to the amended plat, recorded in Book "C" of Plats, Page 12, records of Kootenai County, Idaho, further described as follows:

Beginning at the southwest corner of the East Half of Tract 21 of said FRUITLANDS ADDITION TO COEUR D'ALENE;

thence N00°53'14"W along the west line of said East Half of Tract 21, a distance of 159.00 feet to the south line of Block 3, MOBILE TERRACE, recorded at Book "C" of Plats, Page 85, records of Kootenai County;

thence S89°42'58"E along said south line of Block 3, a distance of 65.01 feet;

thence S00°53'08"E along said south line of Block 3, a distance of 2.00 feet;

thence S89°42'58"E along said south line of Block 3, a distance of 80.00 feet to the west right of way line of Carriage Court;

thence S00°53'08"E along said west right of way line of Carriage Court, a distance of 157.00 feet to the north right of way line of Haycraft Avenue;

thence N89°42'58"W along said north right of way line of Haycraft Avenue, a distance of 145.00 feet.

Containing 0.525 acres or 22,893 square feet.

BE IT FURTHER KNOWN THAT:

Water services will be provided by the City of Coeur d'Alene

Sewer Services will be provided by the City of Coeur d'Alene

David A. Langue, Representative _____ Date _____

Renee L. Langue, Representative _____ Date _____

Acknowledgment

State of _____)
County of _____) ss.

On this _____ day of _____ in the year of 2017, before me, the undersigned, personally appeared _____ Known or identified to me to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Notary Public in and for the State of _____

Residing at _____

Commission expires _____

State of _____)
County of _____) ss.

On this _____ day of _____ in the year of 2017, before me, the undersigned, personally appeared _____ Known or identified to me to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Notary Public in and for the State of _____

Residing at _____

Commission expires _____

Panhandle Health District Approval

Sanitary Restrictions:

A Sanitary Restriction according to Idaho Code 50-1326 to 50-1329 is imposed on this plat.

No building, dwelling, or shelter shall be erected until Sanitary Restriction Requirements are

satisfied and lifted. This plat approved this _____ day of _____ 2017.

_____ Panhandle Health District I

Sanitary Restriction satisfied and lifted this _____ day of _____ 2017.

_____ Panhandle Health District I

Kootenai County Treasurer

I hereby certify that the taxes due for the property described in the owners certificate have been paid through _____

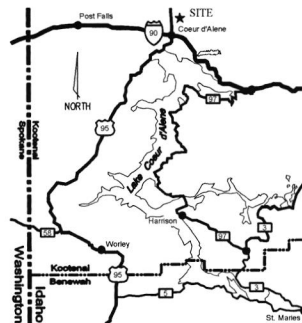
this _____ day of _____ 2017.

_____ Kootenai County Treasurer

City Engineer's Certificate

I hereby attest that the City of Coeur d'Alene's requirements for public utilities and roadways have been met on this _____ day of _____ 2017.

_____ City Engineer



Vicinity Map

NOT TO SCALE

City Council Certificate

This plat has been approved by the city council of the City of Coeur d'Alene, Idaho.

Dated this _____ Day of _____ 2017

_____ City of Coeur d'Alene-City Clerk:

Kootenai County Recorder

I hereby certify that this plat was filed for record in the Office of the Recorder of Kootenai County, Idaho at the request of RND Development, LLC.

this _____ day of _____ 2017, at _____ M. and duly recorded in

Book _____ of Plats at Page(s) _____ as Instrument

Number _____

Fee: \$ _____

_____ Kootenai County Recorder

Kootenai County Surveyor

I hereby certify that I have examined the herein plat and checked the plot computations and have determined that the requirements of the state code pertaining to plats and surveys have been met

Dated this _____ day of _____ 2017



Surveyor's Certificate

I, Joshua A. Bagley, do hereby certify that I am a Land Surveyor, licensed by the State of Idaho and that this plat, as described in the Owners Certificate and on the attached plat, was prepared from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and vacations and the Corner Perpetuation and Filing Act, Idaho Code 55-1601 through 55-1612.



2229 West Dakota Avenue • Hayden, Idaho 83835
Phone: (208) 772-6800 • Fax: (208) 772-6819
www.hbsurvey.com
Date: March, 2017
Project Number: 2017-017

AGREEMENT TO PERFORM SUBDIVISION WORK
Langué Addition (SS-7-17)

THIS AGREEMENT made this 16th day of May, 2017 between RND Development, LLC, whose address is 2900 N. Government Way # 267, Coeur d'Alene, ID 83815, with David A. Langué, Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the subdivision plat of Langué Addition, a three (3) lot, residential development in Coeur d'Alene, situated in the Southeast ¼ of Section 2, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Install a 5' concrete sidewalk along the Haycraft Avenue and Carriage Court frontage, install an ADA compatible pedestrian ramp, and install on Lot 2 an approach with 2 paved off-street parking stalls along with removing existing curb drop and replacing it with standard curb on or before the 1st day of June, 2018. Said improvements are more particularly described on the submitted estimate of probable construction costs dated May 8, 2017 attached as Exhibit "A", compiled by Scott L. McArthur, PE, #13817 of h2 Surveying and Engineering, whose address is P. O. Box 2916, Hayden, ID 83835.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Nine Thousand Nine Hundred and Nineteen and 80/100 Dollars (\$9,919.80) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

City of Coeur d'Alene

RND Development, LLC

Steve Widmyer, Mayor

David A. Langué, Member

ATTEST:

Renata McLeod, City Clerk



Langue Addition
Engineers Estimate of Probable Costs

Item	Unit Quantity			Unit Price		Amount	
1 5' Sidewalk	1526	SF	\$	3.20	/SF	\$	4,883.20
2 Standard Curb	15	LF	\$	14.00	/LF	\$	210.00
3 Curb Cut/Remove	1	LS	\$	275.00	/LS	\$	275.00
4 Pedestrian Ramp	1	EA	\$	285.00	/EA	\$	285.00
5 Asphalt Paved Parking - Lot 2	400	SF	\$	2.40	/SF	\$	960.00
Engineers Estimate of Probable Costs:						\$	6,613.20
150% Surety Bond Total (150% of Engineers Estimate of Probable Costs):						\$	9,919.80



**CITY COUNCIL
STAFF REPORT**

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR AND
BILL GREENWOOD, PARKS DIRECTOR

DATE: MAY 11, 2017

SUBJECT: PARKS DAY FOR KIDS – BOYS AND GIRLS CLUB

DECISION POINT: Whether the Council should authorize, via Resolution, the Boys and Girls Club to give horse-drawn carriage rides on City streets on May 20, 2017.

HISTORY: The Boys and Girls Club is having an event at McEuen Park on Saturday, May 20, 2017, called “Parks Day for Kids.” The event lasts from 9:00 a.m. to 4:00 p.m., and is a “fun day” for members of the Boys and Girls Club. The event will have food vendors, sponsor booth, bounce houses, and other activities. *See* attached description of the event. Executive Director Ryan Davis contacted the Parks Department about a last minute opportunity for provide horse-drawn carriage rides with a coach and horses provided by Wells Fargo. Well Fargo will also provide insurance covering the event. The rides will begin and end in the McEuen Park parking lot and utilize the east bound lane of Front Street from S. 3rd Street to S. 6th Street. The route is shown on the attached map and has been approved by the Parks Director.

Municipal Code § 6.15.010(C)(3) provides: “It is unlawful for the owner or person in care of domestic livestock or fowl to permit such animals to trespass upon the property of another or be in a public place, except: . . . 3. Horses or other equines may be used to pull wagons conveying passengers upon public streets if approved by resolution of the city council.

FINANCIAL: It is not anticipated that the City will incur a financial impact as a result of this request.

DECISION POINT/RECOMMENDATION: Staff recommends that Council adopt a Resolution authorizing the Boys and Girls Club to operate horse-drawn carriage rides on Front Avenue and the McEuen Park parking lot on Saturday, May 20, 2017.

DAY FOR KIDS

Boys and Girls Club McEuen Park Sat. May 20th

- Contact Drew (509) 554-1783 and Garan Wilson (208) 618-2582
- Gate access off of the 6th St. entrance from 9:00 AM to 4:00 PM (7 hrs.)
- Event is a fun day for members of the Boys and Girls club which will provide activities and free food for ticketed members of 300 to 400 people.
- Four food vendors including Meltz, Pizza Hut, Buffalo Wild Wings, and a BBQ serving hot dogs.
- Three Bounce houses provided by Jump in to Fun will be set up west of the pavilion.
- 15 to 20 sponsor booths will be set up around the pavilion that will not sell anything but may provide games and prizes.
- SWAT vehicle may be set up in the park near pavilion
- Fire engine from CDAFD may be staged in the park near pavilion
- No stakes allowed for anchoring tents or bounce houses, only weights allowed.
- No staples, nails, tacks allowed in park structures. Banners must be tied or taped to building.
- Will have money ball display



ANNOUNCEMENTS

Memo to Council

DATE: May 9, 2017

RE: Appointments to Boards/Commissions/Committees

The following appointments and reappointments are presented for your consideration for the May 16th Council Meeting:

STEVE PETERSEN
(Community at Large)

PARKING COMMISSION (Reappointment)

ANN MELBOURN
(Ft. Grounds)

PARKING COMMISSION (Reappointment)

MARK ROGERS
(Downtown Core)

PARKING COMMISSION (Reappointment)

BRAD JORDAN
(Ignite CDA)

PARKING COMMISSION (Reappointment)

KATHLEEN TILLMAN
(Downtown Employee)

PARKING COMMISSION (Appointment)

TOM MESSINA
(Community at Large)

PARKING COMMISSION (Appointment)

Copies of the data sheets have been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Sam Taylor, Parking Commission Liaison

GENERAL SERVICES COMMITTEE

CITY COUNCIL STAFF REPORT

DATE: May 16, 2017
FROM: Mike Gridley, City Attorney, and Hilary Anderson, Community Planning Director
SUBJECT: Annexation Agreement with River's Edge Apartments, LLC (Stimson office property) and Required Findings and Order

=====

DECISION POINT:

Should the City Council approve the Annexation Agreement with River's Edge Apartments, LLC for the property that was formerly the Stimson office property? If so, Findings and Order will also need to be approved for the annexation request that was approved by the City Council on May 20, 2014.

HISTORY:

The property is a 3.85 acre parcel located at 2772 W. Seltice Way and is located on the south side of Seltice and was previously the site of the Stimson Lumber Company office building. The City Council approved the annexation of this property on May 20, 2014 with the R-34 zoning but the annexation process was never finalized. The original Special Use Permit expired but on January 25, 2017 the Planning Commission approved the Owner's renewed request for a Special Use Permit for R-34 zoning on the property. The Owner is proposing to build a total of 130 residential apartment units on the property.

The Planning Commission adopted Findings and Order with the annexation request in 2014. Findings were never made by the City Council. Findings need to be adopted by the City Council if the City is going to enter into an Annexation Agreement with River's Edge Apartments, LLC.

FINANCIAL ANALYSIS:

The Owner will pay annexation fees of \$97,920. In addition, the Owner will reimburse the City for water, sewer and driveway improvements that are installed as part of the Seltice Way revitalization project. Further, by annexing the property the City will receive property taxes from the Owner.

PERFORMANCE ANALYSIS:

The City Council has determined that the property is appropriate for annexation. This Agreement will finalize the annexation process. As part of the approval of the Annexation Agreement, the City Council will need to adopt Findings and Order for the annexation (see attached).

DECISION POINT/RECOMMENDATION:

The City Council will need to approve the Findings and Order for the annexation request and decide if they would like to approve the Annexation Agreement with River's Edge Apartment's LLC.

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

A. INTRODUCTION

This matter having come before the Planning Commission on April 8, 2014, and there being present a person requesting approval of ITEM: SP-1-14, a request for an R-34 (Residential at 34 units/acre) Special Use Permit in the C-17 zoning district.

APPLICANT: RIVERS EDGE APARTMENTS, LLC

LOCATION: 2772 W SELTICE WAY

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

(The Planning Commission may adopt Items B1 to B7.)

- B1. That the existing land uses are commercial to the north and across Seltice Way and Riverstone Development to the east.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on March 22, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on March 21, 2014, which fulfills the proper legal requirement.
- B6. That 5 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on March 21, 2014.
- B7. That public testimony was heard on April 8, 2014.

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

B8A. The proposal is in conformance with the comprehensive plan.

B8B. The design and planning of the site is compatible with the location, setting, and existing uses on adjacent properties. This is based on the fact that the density fits in this location and with the proposed C-17 zoning district.

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

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of RIVERS EDGE APARTMENTS, LLC for a special use permit, as described in the application should be approved

Special conditions applied are as follows:

1. Prior to the onset of development, a SWPPP (stormwater pollution prevention plan), and, NOI (notice of intent) will need to be filed with the EPA's Region 10 office. Accommodations will be required to be constructed for roadway drainage adjoining the median vehicle storage lanes and the subject property on the south side of Seltice Way.
2. Approval of the access through the median crossings will be required to be approved by the City Engineer prior to any site development, or, plan submission. West bound vehicular movements will be restricted, and, barrier installations may be required to control traffic turning movements through the adjacent median.
3. Median alteration and construction of storage lanes to accommodate turning traffic will be required prior to the use of the median crossings as point of ingress and egress for the development.
4. Installation of the street improvements (curbing, sidewalk, drainage facilities) along the entire subject property frontage. Engineered design drawings would be required to be approved prior to the installation.
5. The proposed project must adhere to the site plan as depicted on the record for item SP-1-14.

6. Retaining the existing tree cover and/or plant new trees, outside the building envelope, as depicted on the site plan.

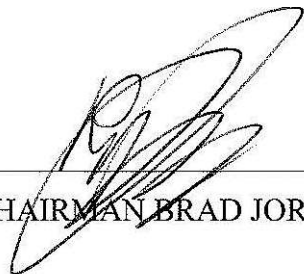
Motion by Ingalls, seconded by Ward, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted No
Commissioner Ward	Voted Yes

Commissioner Messina was absent.

Motion to approve carried by a 3 to 1 vote.


CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on, May 20, 2014, and there being present a person requesting approval of ITEM A-3-14 , a request for zoning in conjunction with annexation from County Industrial (I) to City C-17 (Commercial at 17 units/acre)

APPLICANT: RIVERS EDGE APARTMENTS, LLC

LOCATION: 2772 W SELTICE WAY

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

- B1. That the existing land uses are commercial to the north and across Seltice Way and Riverstone Development to the east.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on May 3, 2014, 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 5 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on May 2, 2014.
- B7. That public testimony was heard on May 20, 2014.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

- B9. That public facilities and utilities are available and adequate for the proposed use.
This is based on the availability of sewer and water. The street system is also adequate.
- B10. That the physical characteristics of the site do make it suitable for the request at this time based on
The topography of the subject property.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of RIVERS EDGE APARTMENTS, LLC for zoning in conjunction with annexation, as described in the application should be approved.

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

- Participation in the signalization of the adjacent Atlas Road/Seltice Way intersection,
- Sewer study will be required to assure there would be sewer capacity for the additional density on the site, and,
- Flow testing may be required to determine that there is adequate water supply for the proposed development, which is the applicant's responsibility.


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

ROLL CALL:

Council Member Gookin	Voted Aye
Council Member Evans	Voted Aye
Council Member McEvers	Voted Aye
Council Member Adams	Voted Aye
Council Member Miller	Voted Aye

Council Member Edinger was absent.

Motion to approve carried by a 5 to 0 vote.



MAYOR STEVE WIDMYER

RESOLUTION NO. 17-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH RIVER'S EDGE APARTMENTS, LLC, FOR PROPERTY FORMERLY KNOWN AS THE STIMSON OFFICE PROPERTY.

WHEREAS, an annexation agreement has been negotiated between representatives of the City of Coeur d'Alene and River's Edge Apartments, LLC, containing the terms and conditions set forth in the agreement which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED that the City enter into an Annexation Agreement with River's Edge Apartments, LLC, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 16th day of May, 2017.

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 _____.

ANNEXATION AGREEMENT
(RIVER'S EDGE/STIMSON OFFICE)
A-3-14/SP-1-14

THIS AGREEMENT, made and dated this 16th day of May, 2017 , by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City", and ***River's Edge Apartments, LLC***, with its address at ***1402 Magnesium Rd., Ste. 202, Spokane, WA 99217***, hereinafter referred to as the "Owner,"

W I T N E S S E T H:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portion of this agreement; and

WHEREAS, the City has approved Owner's request for a R-34 Density Increase special use permit in the C-17 zoning district (SP-1-17) subject to the adoption of this Agreement and the ordinance for annexation of the Property. A copy of the approved Findings and Order for (A-3-14) are attached hereto as Exhibit "B" and a copy of the approved Findings and Order for (SP-1-14) are attached hereto as Exhibit "C"; and

WHEREAS, by adopting its ordinance ("Annexation Ordinance") for annexation of the Property, the City has determined that it is in the best interest of the City and its citizens to annex the Property, subject to the Owner performing the conditions hereinafter set forth; that the annexation meets all legal requirements; and, further, that the annexation results in a consistent extension of City boundaries and does not conflict with City's Comprehensive Plan;

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I - LEGAL DESCRIPTION

1.1. Legal description: The Property to be annexed is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II - UTILITIES

2.1. Water and sewer: The City has determined it has the capacity to serve and that it will serve the Property and the proposed development that may occur within the Property. Water service, in the form of domestic, irrigation and fire flow, will be available with joint City and Owner improvements as specified below.

The Owner agrees to use the City's potable water and sanitary sewer services for the Property after development. Owner agrees to comply with the City's Water and Wastewater plans, construction standards and policies in designing and constructing water and sewer systems to service any development of the Property.

Sanitary sewer exists within City right-of-way and it is the Owner's responsibility to connect to the existing sanitary sewer system. The connection to the public sanitary sewer system must be made at the Owner's expense via the existing Sanitary Sewer Manhole HUT-7.

The Owner agrees to use the City's public water system. The Property is currently fronted by an existing 8" AC water main on the south side of Seltice Way. The water main is supplied by a 6" AC water main at the eastern crossing of Seltice Way and a 2" water main on the western crossing. As this will not provide adequate fire service for a larger complex, the City agrees to, as part of a planned roadway improvement project, to replace the 6" AC crossing with a 12" C905 PVC crossing and the 2" galvanized crossing with an 8" C900 PVC crossing at the City's expense. The owner is encouraged to conduct service and fire flow calculations for any planned development to ensure that if any additional capacity beyond what is being supplied is anticipated, the Owner can make improvements at the Owner's expense to ensure adequate service. Connections to the water mains from the Owner's property will be at the Owner's expense.

The Property is currently served by an existing 6" commercial meter service and a 1 1/2" irrigation service. The Owner is encouraged to properly abandon the existing services and if done so, may use the capitalization credits from the abandoned services against future services for the Property. There is one public fire hydrant on the side south of Seltice at this location. All water main extensions beyond the right-of-way shall be constructed during the planned Seltice Way Revitalization Project at the owner's expense. All related public utility easements beyond the public right-of-way will be the Owner's responsibility.

2.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the City, by quit claim deed in a format acceptable to the City, all water rights appurtenant to the Property. The parties expressly agree that the Owner is conveying the water rights it has, if any, to the City so that the City will have adequate water rights to ensure that the City can provide domestic water service to the Property. The City acknowledges and agrees Owner has not represented and has expressly disclaimed any representation that there are any water rights appurtenant to the Property.

2.3. Garbage collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

ARTICLE III - PUBLIC IMPROVEMENTS

3.1. Installation of public improvements: The Owner agrees prior to issuance of any building permits for buildings on the Property, the Owner shall submit plans ("Plans") for

approval of all improvements required by this agreement or by City code (“Improvements”) including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths and sidewalks. Following issuance of a building permit for the Improvements, the Owner shall construct and install the Improvements in accordance with the Plans. Within a reasonable time after completion of the Improvements the City shall accept the dedication of same by the Owner. The City shall have no obligation, if any exists, for maintenance of Improvements until such time as the City formally accepts the Improvements.

3.1.1 Installation of Frontage Improvements on Seltice: The City is reconstructing Seltice Way in front of the Property in 2017. As part of this project the City agrees to the two driveway approaches for ingress and egress to and from the Property described and depicted in the site plan included with Owner’s application for the special use permit referenced above and improvements of water and sewer lines to serve the Property. The precise location of the two driveway approaches is described in the separate agreement between the City and Owner. The cost for which Owner is responsible to reimburse the City for the two driveway approaches is estimated to be approximately \$5,000. Owner agrees to reimburse the City for the actual cost of the installation of water line, sewer line and two driveway approaches pursuant to a separate agreement between the City and the Owner for this work. Payment for reimbursable work is due within 30 days of the project engineer certifying the completion of the work. The City reserves the right to withhold certificate of occupancy until full payment is received.

3.2. Compliance with conditions of approval: The conditions of approval for the subdivision of the Property in effect on the Effective Date are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

ARTICLE IV - FEES

4.1. Consideration: Owner agrees to provide specific consideration for annexation, in the amount of Ninety-Seven Thousand Nine Hundred Twenty Dollars (\$97,920.00) to the City at the time of execution of this Agreement. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars (\$750.00) per residential unit in the approved Subdivision. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. If the owner seeks a rezone to increase the number of residential units on this property within five years of the date of this agreement then the Owner, or its successor, will pay additional annexation fees based on the increased number of residential units. Annexation fees and fees for preparation of the annexation agreement are due prior to the publication of the annexation ordinance.

4.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an

extension of credit by the City. Payment of the annexation fees will be due on or before the execution of this agreement.

4.3. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

4.4. Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of One Thousand Dollars (\$1,000) and shall be payable five business days following the Effective Date.

ARTICLE V - MISCELLANEOUS

5.1. Time is of the essence: Time is of the essence in this agreement.

5.2 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile transmission (with written confirmation of receipt), provided that a copy is mailed by certified mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

Notices to City shall be addressed as follows:

Ms. Renata McLeod, City Clerk
City Hall
710 E. Mullan Avenue
Coeur D'Alene, Idaho 83314
cityclerk@cdaid.org

Notices given to Owner shall be addressed as follows:

Mr. Lanzce Douglass
River's Edge Apartments, LLC
1402 E. Magnesium Road, Suite 202
Spokane, Washington 99217
lanzce@irentspokane.com

with a copy to:

Mr. Edward A. Lawson
Lawson Laski Clark & Pogue, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
eal@lawsonlaski.com

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

5.3. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

5.4. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code. City shall execute and deliver from time to time upon request partial releases, estoppel certificates, and other appropriate documentation to release the lien of this Agreement from portions of the Property being conveyed to third party purchasers and to certify to said purchasers that this Agreement is not in default.

5.5. Section headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

5.6. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

5.7. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

5.8. Publication of ordinance: The parties agree that until the date of publication of the Annexation Ordinance (Effective Date”), no final annexation of Owner's Property shall occur. Concurrent with the execution and recordation of this agreement, and payment of required annexation fees, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

5.9. Promise of cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either

party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

5.10. Access: The principal point of access to the development is Seltice Way.

5.11. Miscellaneous:

A. Exhibits. All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.

B. Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

C. Recitals. The Recitals are incorporated herein and made a part of this Agreement by this reference.

D. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either party with respect to this Agreement or the subject matter hereof.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and have caused the same to be executed the day and year first above written.

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

RIVER'S EDGE APARTMENTS, LLC

By: _____
Steve Widmyer, Mayor

By: _____

Name: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

[illegible]

On this 16th day of May, 2017, 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: _____

[illegible]

On this _____ day of May, 2017, before me, a Notary Public, personally appeared _____, known to me to be the _____ of **River's Edge Apartments, LLC** 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 _____

May, 2017

ANNEXATION PROPERTY

THAT PORTION OF GOVERNMENT LOT 1 AND 2 OF SECTION 10, T.50N., R.4W., B.M.. CITY OF COEUR D'ALENE, KOOTENAI COUNTY, STATE OF IDAHO DESCRIBED AS FOLLOWS;

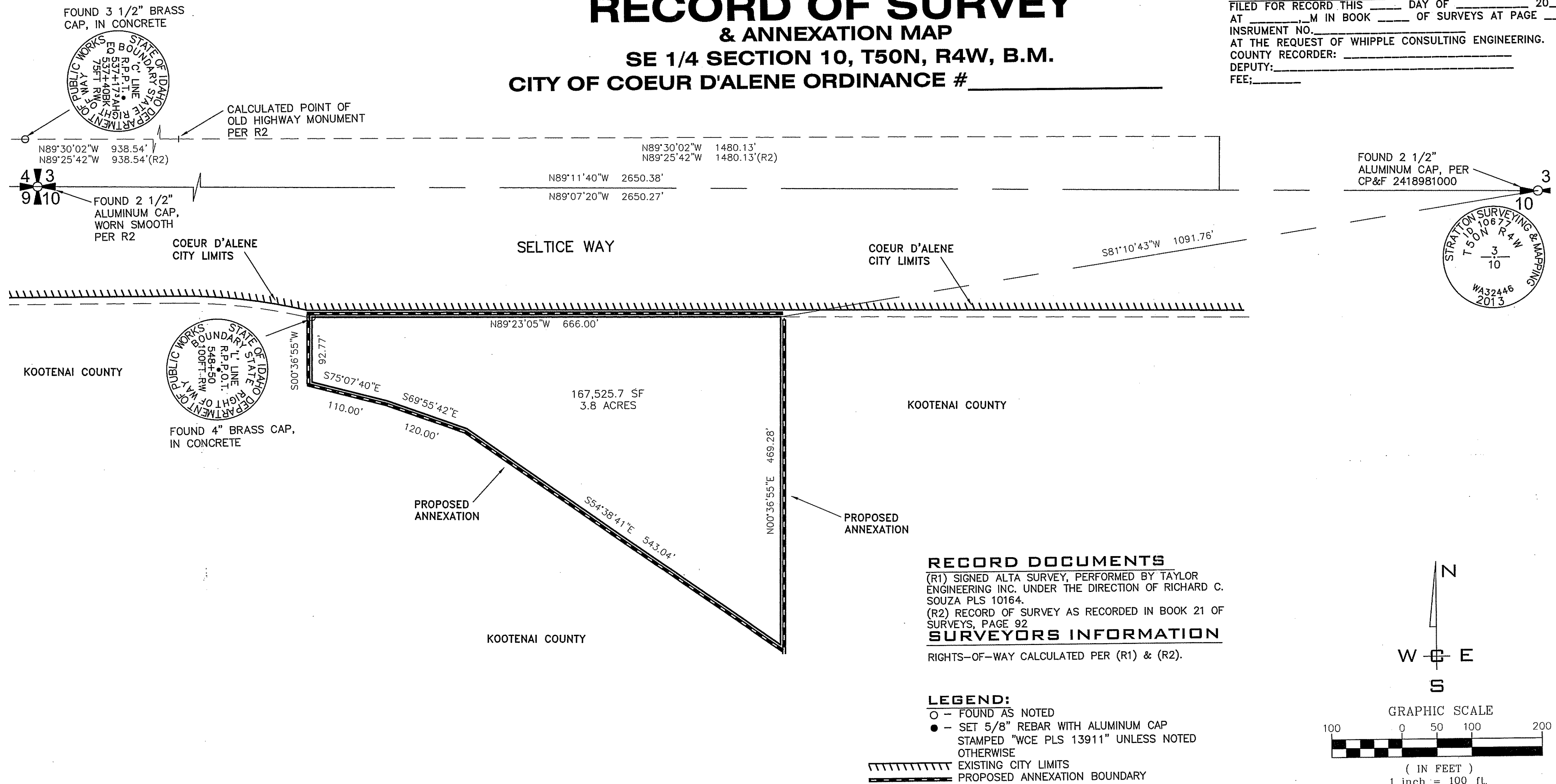
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 10; THENCE S81°10'43"W A DISTANCE OF 1091.76 FEET TO THE SOUTH RIGHT OF WAY OF SELTICE WAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N89°23'05"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 666.00 FEET; THENCE S00°36'55"W A DISTANCE OF 92.77 FEET; THENCE S75°07'40"E A DISTANCE OF 110.00 FEET; THENCE S69°55'42"E A DISTANCE OF 120.00 FEET; THENCE S54°38'41"E A DISTANCE OF 543.04 FEET; THENCE N00°36'55"E A DISTANCE OF 469.28 FEET, TO THE POINT OF BEGINNING;



RECORD OF SURVEY & ANNEXATION MAP

SE 1/4 SECTION 10, T50N, R4W, B.M.
CITY OF COEUR D'ALENE ORDINANCE # _____

COUNTY RECORDER'S CERTIFICATE
FILED FOR RECORD THIS _____ DAY OF _____ 20____
AT _____, M IN BOOK _____ OF SURVEYS AT PAGE _____
INSTRUMENT NO. _____
AT THE REQUEST OF WHIPPLE CONSULTING ENGINEERING.
COUNTY RECORDER: _____
DEPUTY: _____
FEE: _____



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

A. INTRODUCTION

This matter having come before the Planning Commission on April 8, 2014, and there being present a person requesting approval of ITEM: SP-1-14, a request for an R-34 (Residential at 34 units/acre) Special Use Permit in the C-17 zoning district.

APPLICANT: RIVERS EDGE APARTMENTS, LLC

LOCATION: 2772 W SELTICE WAY

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

(The Planning Commission may adopt Items B1 to B7.)

- B1. That the existing land uses are commercial to the north and across Seltice Way and Riverstone Development to the east.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on March 22, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on March 21, 2014, which fulfills the proper legal requirement.
- B6. That 5 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on March 21, 2014.
- B7. That public testimony was heard on April 8, 2014.

EXHIBIT B

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

B8A. The proposal is in conformance with the comprehensive plan.

B8B. The design and planning of the site is compatible with the location, setting, and existing uses on adjacent properties. This is based on the fact that the density fits in this location and with the proposed C-17 zoning district.

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

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of RIVERS EDGE APARTMENTS, LLC for a special use permit, as described in the application should be approved

Special conditions applied are as follows:

1. Prior to the onset of development, a SWPPP (stormwater pollution prevention plan), and, NOI (notice of intent) will need to be filed with the EPA's Region 10 office. Accommodations will be required to be constructed for roadway drainage adjoining the median vehicle storage lanes and the subject property on the south side of Seltice Way.
2. Approval of the access through the median crossings will be required to be approved by the City Engineer prior to any site development, or, plan submission. West bound vehicular movements will be restricted, and, barrier installations may be required to control traffic turning movements through the adjacent median.
3. Median alteration and construction of storage lanes to accommodate turning traffic will be required prior to the use of the median crossings as point of ingress and egress for the development.
4. Installation of the street improvements (curbing, sidewalk, drainage facilities) along the entire subject property frontage. Engineered design drawings would be required to be approved prior to the installation.
5. The proposed project must adhere to the site plan as depicted on the record for item SP-1-14.

6. Retaining the existing tree cover and/or plant new trees, outside the building envelope, as depicted on the site plan.

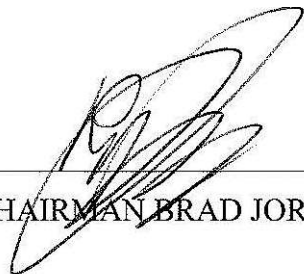
Motion by Ingalls, seconded by Ward, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted No
Commissioner Ward	Voted Yes

Commissioner Messina was absent.

Motion to approve carried by a 3 to 1 vote.


CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on, May 20, 2014, and there being present a person requesting approval of ITEM A-3-14 , a request for zoning in conjunction with annexation from County Industrial (I) to City C-17 (Commercial at 17 units/acre)

APPLICANT: RIVERS EDGE APARTMENTS, LLC

LOCATION: 2772 W SELTICE WAY

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

- B1. That the existing land uses are commercial to the north and across Seltice Way and Riverstone Development to the east.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on May 3, 2014, 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 5 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on May 2, 2014.
- B7. That public testimony was heard on May 20, 2014.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Exhibit C

- B9. That public facilities and utilities are available and adequate for the proposed use.
This is based on the availability of sewer and water. The street system is also adequate.
- B10. That the physical characteristics of the site do make it suitable for the request at this time based on
The topography of the subject property.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of RIVERS EDGE APARTMENTS, LLC for zoning in conjunction with annexation, as described in the application should be approved.

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

- Participation in the signalization of the adjacent Atlas Road/Seltice Way intersection,
- Sewer study will be required to assure there would be sewer capacity for the additional density on the site, and,
- Flow testing may be required to determine that there is adequate water supply for the proposed development, which is the applicant's responsibility.


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

ROLL CALL:

Council Member Gookin	Voted Aye
Council Member Evans	Voted Aye
Council Member McEvers	Voted Aye
Council Member Adams	Voted Aye
Council Member Miller	Voted Aye

Council Member Edinger was absent.

Motion to approve carried by a 5 to 0 vote.



MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 17-1019

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 10, TOWNSHIP 50, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17 COMMERCIAL; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous with and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as C-17 Commercial.

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 16, 2017.

APPROVED by the Mayor this 16th day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-3-14 RIVERS EDGE/STIMSON OFFICE ANNEXATION
Located on the south side of 2772 W. Seltice Way

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 10, TOWNSHIP 50, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS C-17 COMMERCIAL; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-4-14 RIVERS EDGE ANNEXATION, 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 16th day of May, 2017.

Randall R. Adams, Chief Civil Deputy City Attorney

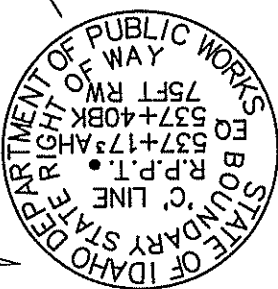
ANNEXATION PROPERTY

THAT PORTION OF GOVERNMENT LOT 1 AND 2 OF SECTION 10, T.50N., R.4W., B.M.. CITY OF COEUR D'ALENE, KOOTENAI COUNTY, STATE OF IDAHO DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 10; THENCE S81°10'43"W A DISTANCE OF 1091.76 FEET TO THE SOUTH RIGHT OF WAY OF SELTICE WAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N89°23'05"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 666.00 FEET; THENCE S00°36'55"W A DISTANCE OF 92.77 FEET; THENCE S75°07'40"E A DISTANCE OF 110.00 FEET; THENCE S69°55'42"E A DISTANCE OF 120.00 FEET; THENCE S54°38'41"E A DISTANCE OF 543.04 FEET; THENCE N00°36'55"E A DISTANCE OF 469.28 FEET, TO THE POINT OF BEGINNING;



FOUND 3 1/2" BRASS
CAP, IN CONCRETE



CALCULATED POINT OF
OLD HIGHWAY MONUMENT
PER R2

N89°30'02"W 938.54'
N89°25'42"W 938.54' (R2)

FOUND 2 1/2"
ALUMINUM CAP,
WORN SMOOTH
PER R2

COEUR D'ALENE
CITY LIMITS

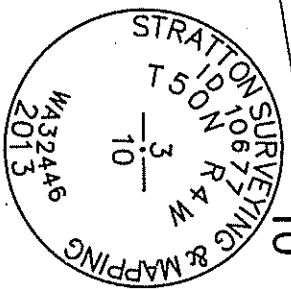
N89°30'02"W 1480.13'
N89°25'42"W 1480.13' (R2)
N89°11'40"W 2650.38'
N89°07'20"W 2650.27'

SELTICE WAY

COEUR D'ALENE
CITY LIMITS

S81°10'43"W 1091.76'

FOUND 2 1/2"
ALUMINUM CAP, PER
CP&F 2418981000

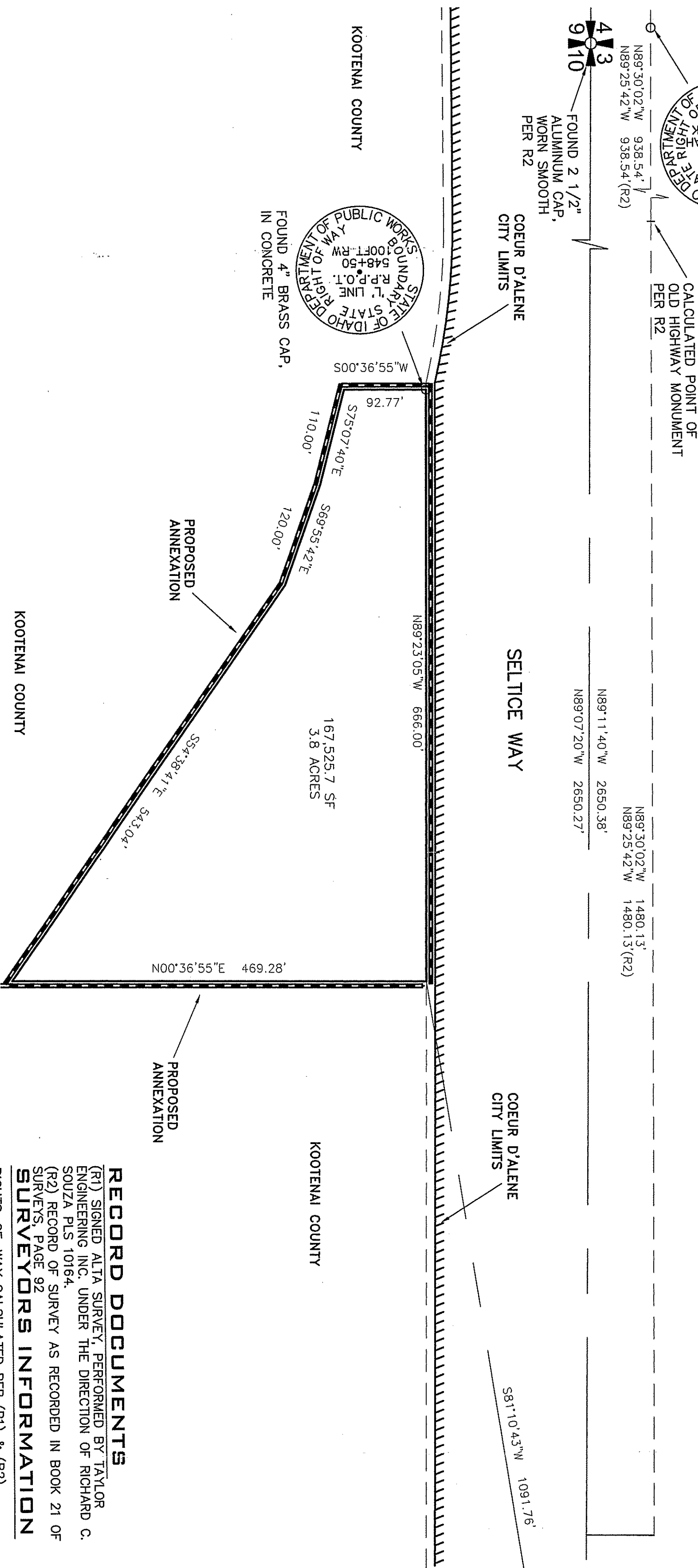


COUNTY RECORDER'S CERTIFICATE
FILED FOR RECORD THIS DAY OF 20
AT _____ M IN BOOK _____ OF SURVEYS AT PAGE _____
INSTRUMENT NO. _____
AT THE REQUEST OF WHIPPLE CONSULTING ENGINEERING,
COUNTY RECORDER: _____
DEPUTY: _____
FEE: _____

RECORD OF SURVEY & ANNEXATION MAP

SE 1/4 SECTION 10, T50N, R4W, B.M.

CITY OF COEUR D'ALENE ORDINANCE # _____



RECORD DOCUMENTS

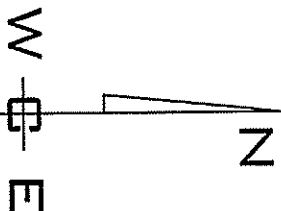
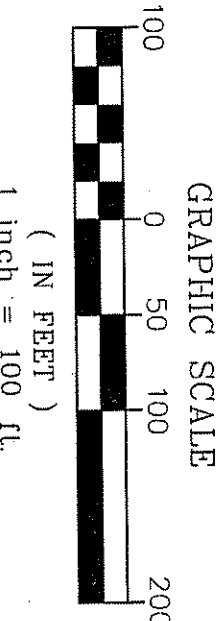
(R1) SIGNED ALTA SURVEY, PERFORMED BY TAYLOR
ENGINEERING INC. UNDER THE DIRECTION OF RICHARD C.
SOUZA PLS 10164.
(R2) RECORD OF SURVEY AS RECORDED IN BOOK 21 OF
SURVEYS, PAGE 92

SURVEYORS INFORMATION

RIGHTS-OF-WAY CALCULATED PER (R1) & (R2).

LEGEND:

- - FOUND AS NOTED
- - SET 5/8" REBAR WITH ALUMINUM CAP
- STAMPED "WCE PLS 13911" UNLESS NOTED OTHERWISE
- EXISTING CITY LIMITS
- PROPOSED ANNEXATION BOUNDARY



LEGAL DESCRIPTION

THAT PORTION OF GOVERNMENT LOT 1 AND 2 OF SECTION 10, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, STATE OF IDAHO DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 10; THENCE S81°10'43"W A
DISTANCE OF 1091.76 FEET TO THE SOUTH RIGHT OF WAY OF SELTICE WAY AND THE
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DISTANCE OF 120.00 FEET; THENCE S54°38'41"E A DISTANCE OF 543.04 FEET; THENCE
N00°36'55"E A DISTANCE OF 469.28 FEET, TO THE POINT OF BEGINNING;

EQUIPMENT & PROCEDURES

THIS SURVEY WAS PERFORMED WITH A TOPCON HIPER LEGACY E BASE AND HIPER
LITE ROVER RTK, GPS SYSTEM, WITH TDS RANGER AND DATA LOGGER, USING GLOBAL
POSITIONING SURVEY SYSTEM METHODOLOGIES IN CONJUNCTION WITH A 5-SECOND
TOPCON GPT 300SLW TOTAL STATION-THEODOLITE USING FIELD TRAVERSE
PROCEDURES THAT COMPLIES WITH IDAHO CODE, TITLE 55, CHAPTER 1911.

BASIS OF BEARING

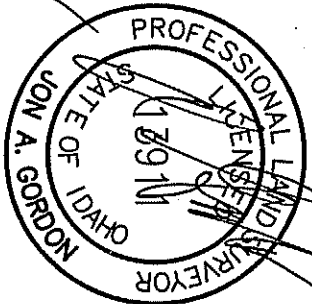
THE BEARING OF S89°11'40"W ON THE NORTH LINE
OF THE NORTHWEST QUARTER OF SAID SECTION 10
BETWEEN FOUND MONUMENTS WAS USED AS THE
BASIS OF BEARING FOR THIS SURVEY.

SURVEYORS NOTE:

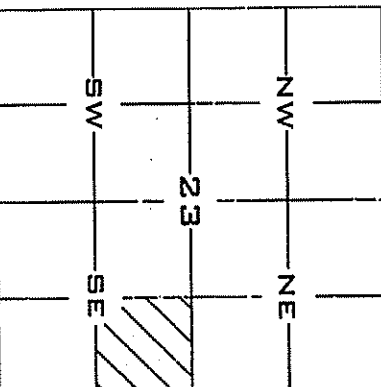
BOUNDARY WAS BASED ON (R1).

SURVEYOR'S CERTIFICATE:

I, JON A. GORDON, REGISTERED PROFESSIONAL
LAND SURVEYOR #13911, STATE OF IDAHO, DO
HEREBY CERTIFY THAT THIS MAP REPRESENTS
A SURVEY PERFORMED BY ME OR UNDER MY
DIRECT SUPERVISION IN ACCORDANCE WITH
THE LAWS OF THE STATE OF IDAHO AT THE
REQUEST OF THE OWNER IN OCTOBER 2014.



LOCATION



FIELD BK: 1209	CIVIL	STRUCTURAL	OTHER
DATE: 02/12/14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DRAWN: JAG	TRAFFIC	PLANNING	LANDSCAPE
REVIEWED: JAG	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHIPPLE CONSULTING ENGINEERS
2228 NORTH SULLIVAN ROAD
SPOKANE VALLEY, WA 99216
PH: 509-893-2617 FAX: 509-826-0227

SHEET 1 OF 1	JOB NUMBER 14-1209
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**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: May 3, 2017

FROM: Mike Gridley – City Attorney

SUBJECT: Franchise Agreement with Newmax, LLC dba Intermax Networks

DECISION POINT:

Should the city approve a 10 year franchise agreement with Newmax, LLC dba Intermax Networks (Intermax) allowing Intermax to use the city's rights of way to construct and operate a telecommunications system in Coeur d'Alene?

HISTORY:

Intermax is a local company based in Coeur d'Alene. Intermax has approached the city to obtain a franchise agreement that would allow Intermax to construct and maintain a fiber optic telecommunications system in the city's rights of way. The requirements of the proposed franchise agreement with Intermax are similar to those in other city franchise agreements with Fatbeam, Time-Warner, Avista and others. The proposed franchise would be for 10 years.

FINANCIAL ANALYSIS:

The financial impact would be similar to other franchise agreements. In exchange for the use of the city's rights of way, Intermax would pay the city five per cent (5%) of its annual gross revenues derived from the operation of the fiber optic telecommunications system to provide telecommunication services in the City. There would be some staff time involved in reviewing the location of their facilities and issuing building permits as the system is constructed. This would probably not be a significant financial impact.

PERFORMANCE ANALYSIS:

The addition of Intermax cable to Coeur d'Alene may increase competition among telecom providers and ISP's which could benefit citizens by lowering the cost of telecommunications services and providing greater access to the Internet. The franchise agreement also provides for a fee that may generate significant revenue to the city over time.

DECISION POINT/RECOMMENDATION:

City Council should approve the 10 year franchise agreement with Newmax, LLC dba Intermax Networks.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: 5/8/2017

FROM: Monte McCully, City of Coeur d'Alene Trails Coordinator

SUBJECT: 2017 Trails and Bikeways Master Plan (action required)

DECISION POINT:

The Coeur d'Alene Parks Department is requesting General Services to recommend to City Council the adoption of the 2017 Trails and Bikeways Master Plan.

HISTORY:

The Coeur d'Alene Parks Department adopted the current Trails and Bikeways Master Plan in 2010. There have been many changes to the city since then and an update to the plan was needed. The Coeur d'Alene Ped/Bike Committee and the Parks Department partnered on coming up with the recommendations and changes that would go in this plan and the 2017 update to the Trails and Bikeways Master Plan has been completed. This plan inventories all trails and bikeways facilities as well as provides suggested recommendations for future trails and trail connectivity. The community is seeking safer ped/bike corridors that connect neighborhoods to schools, parks, and other points of interest.

FINANCIAL ANALYSIS:

Adopting the plan does not oblige the City to allocate funds for implementation of the plan. When a project is identified it is either funded by applying for grants, obliging new annexations and developments to put in facilities or requesting it be put in the budget for the following year.

PERFORMANCE ANALYSIS:

Adopting the Bikeways and Trails Master Plan will provide a blueprint for pedestrian and bicycle facilities for the next five to ten years.

DECISION POINT/ RECOMMENDATION

The Coeur d'Alene Parks Department is requesting General Services to recommend to City Council the adoption of the 2017 Trails and Bikeways Master Plan.

RESOLUTION NO. 17-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,
ADOPTING THE 2017 TRAILS AND BIKEWAYS MASTER PLAN UPDATE.

WHEREAS, pursuant to Resolution No. 14-019, adopted the 20th day of May, 2014, and pursuant to Resolution No. 15-044, adopted the 1st day of September, 2015, and pursuant to Resolution No. 15-053, adopted the 6th day of October, 2015, the City of Coeur d'Alene approved a 2010 Trails and Bikeways Master Plan and amendments; and

WHEREAS, the Coeur d'Alene Parks Department and Pedestrian and Bicycle Committee partnered on updating and revising the 2010 Trails and Bikeways Master Plan; and

WHEREAS, the Pedestrian and Bicycle Advisory Committee has recommended adopting the 2017 Trails and Bikeways Master Plan Update, attached hereto as Exhibit "1" and incorporated herein by reference, which will replace the 2010 Trails and Bikeways Master Plan as amended; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such 2017 Trails and Bikeways Master Plan Update be adopted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby adopts the 2017 Trails and Bikeways Master Plan Update attached hereto as Exhibit "1".

DATED this 16th day of May, 2017.

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 _____.

A copy of the 2017 Trails and Bikeways Master Plan Update has been placed near the Council mailboxes, or can be viewed online at:

<http://www.cdaid.org/3197/departments/parks/draft-2016-trails-and-bikeways-master-plan-update->

MEMORANDUM

DATE: May 4, 2017

FROM: SAM TAYLOR, DEPUTY CITY ADMINISTRATOR

RE: Expansion of the downtown time limited parking zone

DECISION POINT: Staff recommends the City Council adopt an ordinance amending CMC 10.24.020(B) extending the two-hour time limit parking zone on Sherman Avenue to 8th Street.

HISTORY: For many years the City has provided free two hour parking in the downtown core. These two hour time limits are enforced by our contractor, Diamond Parking.

Ensuring a healthy rotation of vehicles by enforcing two hour parking allows more residents and visitors to park downtown, thus supporting our local small businesses.

Diamond Parking's contract with the City outlines the downtown core in an expansive swath, which includes all along Sherman Avenue to 8th Street. However, the City's two hour parking zone ends at 7th Street, per City code section 10.24.020(B).

New businesses along Sherman Avenue continue to enhance economic development downtown, but between 7th and 8th streets there is no time limit, and the City has been made aware this is impacting vehicle turnover – and therefore inhibits local businesses from getting enough customers to be sustainable.

Staff believes it was the City Council's intent when adopting Diamond Parking's enforcement zone to ensure a two hour time limit extended along Sherman all the way to 8th Street.

For this reason, staff recommends CMC 10.24.020(B) be amended to ensure this this section of Sherman Avenue is treated the same as the rest of the downtown area.

It is likely the City will also install one or two 15-minute limited spaces in this area, too, to encourage turnover where there are fast-food-type eateries. The Downtown Association has worked with a business owner in this area supportive of this. Authority to designate 15-minute time zones is already granted to the City Engineer in Chapter 10.24 CMC.

The Parking Commission unanimously recommends adoption of the amendment to the City code to provide for two hour parking along this section of Sherman Avenue.

FINANCIAL: As Diamond Parking's contract already includes this portion of Sherman Avenue for enforcement, there is no modification or increased cost required for enforcement to occur. The City must designate the enforcement areas, however, for Diamond to work in this area.

DECISION POINT/RECOMMENDATION: Staff recommends the City Council adopt an ordinance amending CMC 10.24.020(B) extending the two-hour time limit parking zone on Sherman Avenue to 8th Street.

ORDINANCE NO. _____
COUNCIL BILL NO. 17-1020

AN ORDINANCE AMENDING SECTION 10.24.020 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO EXTEND THE LIMITED TIME PARKING SPACES AND ZONES ON SHERMAN AVENUE FROM SEVENTH STREET TO EIGHTH STREET; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR 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 amendment 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 10.24.020 is amended to read as follows:*

10.24.020: LIMITED TIME PARKING SPACES AND ZONES:

- A. No owner or operator of any vehicle shall on any day, except Sundays and holidays, between the hours of nine o'clock (9:00) A.M. and six o'clock (6:00) P.M., allow or cause said vehicle to be continuously parked longer than fifteen (15) minutes in any parking space posted for fifteen (15) minute parking.
- B. No owner or operator of any vehicle shall allow or cause such vehicle to be continuously parked for a period of more than two (2) hours on any day between the hours of nine o'clock (9:00) A.M. and six o'clock (6:00) P.M., except Sundays and holidays, along the following described portions of streets and avenues within the city:

Sherman Avenue from Second Street to ~~Seventh~~ Eighth Street;

The east side of First Street from Sherman Avenue to Indiana Avenue;

The west side of First Street from Sherman Avenue to the south side of the intersection of First Street and Coeur d'Alene Avenue;

Second Street from Sherman Avenue to Wallace Avenue;

Third Street from Front Avenue to Indiana Avenue;

Fourth Street from Front Avenue to Indiana Avenue;

Fifth Street from Front Avenue to Coeur d'Alene Avenue;

Sixth Street from Front Avenue to Lakeside Avenue;

The north side of Indiana Avenue between Third Street and Fourth Street;

Lakeside Avenue from First Street to Seventh Street;

The south side of Front Avenue from Fifth Street to Sixth Street;

The north side of Front Avenue from Third Street to Seventh Street;

Coeur d'Alene Avenue from First Street to Fifth Street.

Such other spaces and/or zones and for such amount of time as may hereafter be established by duly passed resolution of the city council.

Holidays shall be the following nationally recognized days: Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr./Idaho Human Rights Day, Presidents' Day, Memorial Day, Independence Day, Labor Day and Columbus Day.

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 May 16, 2017.

APPROVED, ADOPTED and SIGNED this 16th day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending M.C. Section 10.24.020 entitled Limited Time Parking Spaces and Zones

AN ORDINANCE AMENDING SECTION 10.24.020 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO EXTEND THE LIMITED TIME PARKING SPACES AND ZONES ON SHERMAN AVENUE FROM SEVENTH STREET TO EIGHTH STREET; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending M.C. Section 10.24.020 entitled Limited Time Parking Spaces and Zones, 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 16th day of May, 2017.

Randall R. Adams, Chief Civil Deputy City Attorney

OTHER BUSINESS

CITY COUNCIL STAFF REPORT

DATE: May 10, 2017
FROM: Mike Gridley – City Attorney
SUBJECT: Acceptance of Atlas Mill Site Urban Renewal Eligibility Report

=====

DECISION POINT:

Should the City Council pass a resolution to accept the Atlas Mill Site Urban Renewal Eligibility Report prepared by Panhandle Area Council and direct Ignite CDA to commence preparation of an urban renewal plan for consideration by the Ignite CDA Board and the City Council?

HISTORY:

Ignite CDA, the City's urban renewal agency (URA) asked Panhandle Area Council (PAC) to prepare a report analyzing whether or not the former Stimson Atlas Mill Site (Site) is appropriate for inclusion in an Urban Renewal District (URD). The Site is made up of approximately 70 acres of undeveloped land surrounded by Seltice Way, Mill River, Riverstone and the Spokane River.

In order to be eligible for inclusion in an Urban Renewal District, the Site needs to meet the conditions outlined in various Idaho Code Sections. This analysis is a preliminary step and does not expand any existing URD or establish a new URD. It is an analysis of whether under Idaho law the conditions of the Site render the Site eligible to be included in an expanded URD or a new URD or both.

The conclusion of the PAC report is that the Site qualifies for urban renewal consideration because it is a deteriorating and deteriorated area due to:

- lack of adequate public infrastructure including roads, water and sewer facilities;
- unsafe conditions;
- obsolete platting (i.e. faulty lot layout in relation to size, adequacy, accessibility or usefulness);
- deterioration of structures or improvements;
- underdeveloped or undeveloped property;
- economic disuse;
- substantially impairs or arrests the sound growth of a municipality;
- significant conditions that retard development of the area.

FINANCIAL ANALYSIS:

There is no cost to the City other than staff time to provide information as part of the preparation of a URD plan.

PERFORMANCE ANALYSIS:

PAC has determined that the property is appropriate for inclusion in a URD. This resolution accepts the PAC report and directs the URA to prepare a URA plan for consideration by the URA board and the City Council.

DECISION POINT/RECOMMENDATION:

City Council should pass a resolution to accept the Atlas Mill Site Urban Renewal Eligibility Report prepared by Panhandle Area Council and direct Ignite CDA to commence preparation of an urban renewal plan for consideration by the Ignite CDA Board and the City Council.

RESOLUTION NO. 17-1036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY OR WITHIN THE CITY'S AREA OF IMPACT TO BE A DETERIORATED AND DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF COEUR D'ALENE TO COMMENCE AND COMPLETE THE PREPARATION OF AN URBAN RENEWAL PLAN OR AN AMENDED PLAN, WHICH MAY INCLUDE REVENUE ALLOCATION PROVISIONS, FOR ALL OR PART OF THE AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 5, 1997, the Council and Mayor of Coeur d'Alene, Idaho, respectively, adopted and approved a resolution creating the Urban Renewal Agency of the City of Coeur d'Alene (the "Agency"), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), upon making the findings of necessity required for creating said Agency;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 2842 on December 16, 1997, approving the Coeur d'Alene Urban Renewal Plan for Midtown, Northwest Boulevard, and Downtown Urban Renewal Project (the "Lake District Urban Renewal Plan"), and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3154 on November 18, 2003, approving the Lake District Amended and Restated Urban Renewal Plan, and making certain findings, which, in part, extended the termination date from 2012 to 2021;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3155 on November 18, 2003, approving the River District Redevelopment Plan, and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3337 on August 19, 2008, approving the Lake District Second Amended and Restated Lake District Urban Renewal Plan, and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3542 on July 13, 2016, approving the First Amendment to the Lake District Second Amended and Restated Urban Renewal Plan for the purpose of deannexing certain parcels from the existing revenue allocation area (collectively, the Lake District Urban Renewal Plan, and the amendments thereto, are referred to as the "Lake District Plan");

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3543 on July 13, 2016, approving the First Amendment to the River District Redevelopment Plan for the purpose of deannexing certain parcels from the existing

revenue allocation area (collectively, the River District Redevelopment Plan, and the amendments thereto, are referred to as the “River District Plan”);

WHEREAS, the above referenced Lake District Plan and River District Plan and their project areas are collectively referred to as the Project Areas;

WHEREAS, it has become apparent that additional property in close proximity or adjacent to the Project Areas may be deteriorating or deteriorated and should be examined as to whether such an area is eligible for urban renewal planning purposes;

WHEREAS, the Agency has previously commenced certain discussions concerning examination of the new area as appropriate for an urban renewal project (the “Atlas Mill Site”);

WHEREAS, the Atlas Mill Site was originally examined by Harlan Mann as part of the area which became the River District Project Area in April 2003 concerning eligibility;

WHEREAS, in 2014, the Agency authorized Panhandle Area Council, Inc. (“PAC”), to commence an eligibility study and preparation of an eligibility report still referred to as the Atlas Mill Site and surrounding properties;

WHEREAS, the Agency obtained the Atlas Mill Site Eligibility Analysis/Report in March 2014 (the “2014 Report”), which examined an area known as the Atlas Mill Site Urban Renewal Project Area for the purpose of determining whether such area was a deteriorating area and deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, the 2014 Report was submitted to the Agency and adopted on March 19, 2014, by Resolution No. 14-01;

WHEREAS, after the Agency action in March 2014, no further activity took place;

WHEREAS, an agreement on February 2, 2017, between the Agency and PAC authorized the preparation and submission of an eligibility report in a collaborative effort to re-examine and, if necessary, supplement the 2014 Report under existing Idaho state laws, regulations and procedures;

WHEREAS, the Agency has obtained the Atlas Mill Site Urban Renewal Eligibility Report (the “2017 Report”), which examined the Atlas Mill Site for the purpose of determining whether such areas were deteriorating areas and deteriorated areas as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, the 2017 Report dated February 14, 2017, has been submitted to the Agency, a copy of which is attached hereto as Exhibit A;

WHEREAS, the 2017 Report does not include an analysis of whether the base assessment roll value for the proposed Atlas Mill Site along with the adjusted base assessment rolls for the Project Areas exceed 10% of the overall property value of the City;

WHEREAS, additional analysis is needed to determine whether or not the base assessment roll value of the Atlas Mill Site along with the adjusted base assessment rolls for the Project Areas exceed 10% of the overall property value of the City;

WHEREAS, under Sections 50-2903(8)(f) and 50-2018 (8) and (9), of the Law, the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(1), Idaho Code, or any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the owner of the agricultural operation or the forest landowner of the forest land, except for an agricultural operation or forest land that has not been used for three (3) consecutive years;

WHEREAS, the Atlas Mill Site does not include any parcels subject to such consent;

WHEREAS, portions of the Atlas Mill Site lie outside the current municipal boundaries of the City;

WHEREAS, Idaho Code Section 50-2018(18) states that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval, in this instance, of Kootenai County, Idaho, declaring the need for an urban renewal plan for the proposed area;

WHEREAS, the portions of the Atlas Mill Site lying outside the City limits include parcels which are currently proceeding through the formal annexation process of the City;

WHEREAS, the Atlas Mill Site also includes a parcel that is subject to a purchase and sale agreement (the "Agreement") between the City and Bad Axe LLC. Under the terms of the Agreement, Bad Axe is required to file an application for annexation to the City, a process Bad Axe will commence shortly;

WHEREAS, though portions of the Atlas Mill Site lie outside the City limits, because those property owners are proceeding through the voluntary annexation process, no formal resolution from Kootenai County, Idaho, has been requested. In the event annexation of those parcels has not been obtained by the time the City Council considers approval of an amended urban renewal plan or a new urban renewal plan, the Agency would seek to obtain an agreement with Kootenai County, Idaho, as required by Idaho Code Section 50-2906(3);

WHEREAS, the Atlas Mill Site also includes parcels owned by the City as described on page one of the 2017 Report;

WHEREAS, pursuant to Idaho Code Sections 50-2018(9) and 50-2903(8), which lists the definition of deteriorating and a deteriorated area, many of the conditions necessary to be present in such an area are found in the Atlas Mill Site, *i.e.*,

- a. substantial number of deteriorated or deteriorating structures;
- b. predominance of defective or inadequate street layout;
- c. faulty lot layout in relation to size, adequacy, accessibility or usefulness;
- d. unsanitary or unsafe conditions;

- e. deterioration of site and other improvements;
- f. diversity of ownership;
- g. existence of conditions which endanger life or property by fire and other causes;
and
- h. any combination of such factors.

WHEREAS, the effects of the listed conditions cited in the 2017 Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, the Agency, on May 10, 2017, adopted Resolution No. 17-04, accepting the 2017 Report (Exhibit "A" hereto) and authorizing the Chairman of the Agency to transmit the 2017 Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an Urban Renewal Plan for the Atlas Mill Site, which plan may include a revenue allocation provision as allowed by law;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906 also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, it is desirable and in the best public interest that the Agency prepare an urban renewal plan for the area identified in the 2017 Report located in the City of Coeur d'Alene, County of Kootenai, State of Idaho.

NOW, THEREFORE,

BE IT RESOLVED BY THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, AS FOLLOWS:

Section 1: That the Coeur d'Alene City Council finds and declares:

- a. That the Atlas Mill Site described in the 2017 Report is a deteriorated or deteriorating area existing in Coeur d'Alene as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended;
- b. That there is a need for the Agency to function in accordance with the provisions of said Chapters 20 and 29, Title 50, Idaho Code, as amended, within a designated area for the purpose of establishing an urban renewal plan;

- c. That the area identified as the Atlas Mill Site in the 2017 Report, as a deteriorated or deteriorating area, or a combination thereof, is designated as appropriate for an urban renewal project.

Section 2: That the City Council hereby directs the Agency to commence preparation of an urban renewal plan for consideration by the Agency Board and, if acceptable, final consideration by the City Council in compliance with Chapter 20 and 29, Title 50, Idaho Code, as amended. In considering the content of any urban renewal plan or an amendment to the Project Areas, the Agency shall address the following:

- a. What portions of the Atlas Mill Site should be within an amended area of the Project Areas;
- b. What portion of the Atlas Mill Site may be included as a stand-alone project area;
- c. If an amended plan is proposed, a finding on the 10% geographic area limit under Idaho Code section 50-2033; and
- d. Determination to assure that the adjusted base value of the Project Areas plus the base assessed value of the proposed project area does not exceed 10% of the City's current assessed value.

Section 3: That in the event the City annexation is not completed, the Agency would seek to obtain an agreement with Kootenai County, Idaho, as required by Idaho Code section 50-2906(c).

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Mayor and City Council of Coeur d'Alene, Idaho, this 6th day of May, 2017.

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 _____.

FINAL

ATLAS MILL SITE
URBAN RENEWAL ELIGIBILITY REPORT

Prepared for

IGNITE CDA

By

PANHANDLE AREA COUNCIL

February 14, 2017

ATLAS MILL SITE

URBAN RENEWAL ELIGIBILITY REPORT

An agreement on February 2, 2017 between the City of Coeur d'Alene's Urban Renewal Agency (dba ignite cda), ("IGNITE") and the Panhandle Area Council, Inc. ("PAC") authorized the preparation and submission of this report in a collaborative effort to examine the eligibility of a property area commonly referred to as the old Atlas mill site (hereafter referred to as the "Site") to be considered for development as an urban renewal project area under Idaho state laws, regulations and procedures.

The Site is in an area that was previously the focus of two eligibility analyses. The first was conducted by consultant Harlan Mann in April 2003 and second was conducted by PAC in March 2014. The previous reports examined the eligibility of the Site, along with a larger area around it, for urban renewal district designation under the laws of that period. This area was not included in the subsequent establishment of Coeur d'Alene's River District as one of the City's two Urban Renewal Districts (URDs). IGNITE CDA currently administers both the River District and the Lake District within adjacent City areas to the North, East and West of the Site area. The Site area is bounded by Seltice Way to the north, the Spokane River to the south, the Riverstone development area to the east, and the U.S. Bank Service Center facility and Mill River development to the west. It currently consists of all open land with no structures and limited or no public infrastructure improvements. It was formerly the primary location for an extensive lumber mill operation, with Stimson Lumber Company being the last owner/operator of the facility. All structures related to the mill operation, including an office complex adjacent to Seltice Way, have been razed since the mill operation closed.

Rivers Edge Apartments LLC acquired approximately 21 acres on the west end of the Site area in May 2014. In December 2014, Bad Axe LLC acquired approximately 44 acres on the east end of the Site area that was formerly owned by Stimson Lumber. Atlas Mill Development Corporation currently owns the remaining approximately 4 acres. The City of Coeur d'Alene acquired the former railroad easement through the area in 2015, about 4.58 acres.

There is great interest and discussion among public and private interests regarding the future uses of the Site area. One of the many considerations concerning development of the Site area includes its candidacy to be placed into an urban renewal district.

The scope of work for this updated report is to examine physical changes in the Site area, review Idaho Code changes, and come to general conclusions and recommendations regarding the Site's area eligibility for inclusion in an Urban Renewal District under Idaho Code. This report considers and uses the 2003 and 2014 area reports as a primary reference and analysis of the Site area. Those reports continue to form a basis for determining the eligibility of the Site area, in part or in whole, including descriptions, maps and all other aspects of the report.

The Panhandle Area Council's role in support of this effort includes the following scope of work:

1. Staff visits to the Site area to document the present physical conditions there and to determine if the analysis from the previous studies are still valid.

2. Research to confirm how, if at all, the conditions of the Site area comply with the provisions of eligibility outlined in Idaho Code.
3. Preparation of a map of the Site area as an attachment to the eligibility report.
4. Preparation and delivery of a draft of the eligibility report for review, prior to the presentation to the Agency Board at their February 15, 2017 regular meeting.

The report will provide technical support for planning an urban renewal project in the Site area of Coeur d'Alene, Idaho. Finally, the report will discuss why the area is appropriate for an urban renewal project.

Site Survey

PAC staff members visited the site on February 10, 2017 and conducted a visual survey to determine its present condition. Photographs of the area, with perspectives principally from the east side of the Site area facing west and northwest, from the west side of the Site area facing east, and from the north center of the site facing south, southwest and southeast from the Seltice area, were taken.

The Site area contains several dirt roads that generally parallel both the Spokane River and a former railroad right-of-way on the south side of the area and Seltice on the north side of the area. The approximate 44 acres owned by Bad Axe LLC on the east end is relatively flat with multiple access points from Seltice, especially near the intersection of Old Atlas Road. The approximately 21 acres owned by Rivers Edge Apartments on the west side consists of widely varying terrain elevations plus remnants of mill operations and demolition activities ranging from large mounds of dirt and rock to multi-layered piles of soil and asphalt where stacks of logs were formerly stored. Dirt access roads crisscross various sections of the entire site area.

The only remaining infrastructure currently visible is a large parking area and driveways formerly associated with the office building adjacent to Seltice and a small building in the same area. The status of underground utilities, including water, sewer, gas and electrical connections are unknown at this time.

Legislation Review

Two Idaho laws allow for urban renewal and revenue allocation financing. They are the Idaho Urban Renewal Law, Title 50, Chapter 20, and the Idaho Local Economic Development Act, Title 50, Chapter 29. This report focuses on whether the Site area qualifies as a deteriorating area pursuant to Idaho Code Section 50-2018(8) and as a deteriorated area pursuant to Section 50-2903(7)(b) under virtually identical definitions. A copy of this joint definition is attached. The first statutory reference is from the basic urban renewal statute, while the second comes from the local economic development act. Idaho Code Section §50-2008(a) states:

"An urban renewal project for an urban renewal area shall not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or a deteriorating area or a combination thereof and designated such area as appropriate for an urban renewal project."

Because the entire area is now open land, this area must qualify under a specific portion of Idaho Code Section 50-2018(i) and a different statutory provision, Idaho Code Section 50-2903(7)(c). These provisions cross-reference Section 50-2008(d), Idaho Code. The following paragraphs address specific applications of these statutes as they pertain to the Site area.

Present Conditions

The attached definitions from Idaho Code regarding deteriorating and deteriorated areas list nine different conditions that may be present with the tenth being the catch-all "any combination of such factors." The presence of many of these conditions was documented by the field trip on February 10, 2017.

Open Land Area

The former mill site at the western end of the Site area between Seltice and the Spokane River is now cleared with no public infrastructure. Such an area can qualify as an urban renewal area. The definition of an open land area in Section 50-2903(8)(b) lists several of the same characteristics as Sections 50-2018(8) and 50-2903(8)(c) under the same or similar descriptions.

"Diversity of ownership" is the same, while "obsolete platting" appears to be equivalent to "faulty lot layout in relation to size, adequacy, accessibility, or usefulness", where "deterioration of structures or improvements" is apparently a combination of "a substantial number of deteriorated or deteriorating structures" and "deterioration of site or other improvements."

The final term, "or otherwise," implies that a predominately open area shares some of the same characteristics as the previous definition of deteriorated area, Idaho Code Section 50-2903(8)(b). There is also an additional qualification that, "The provisions of Section 50-2008(d), Idaho Code, shall apply to open areas."

Basically, such open land areas may be acquired by IGNITE and developed for nonresidential uses if such acquisition is needed to solve various problems, associated with the land or the public infrastructure that have retarded its development. These problems include defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, and faulty lot layout—all of which are included in one form or another in Section 50-2903(8)(b), definition of deteriorated area. The problems that are listed only in Section 50-2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and "the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

The conclusion of this discussion about open land areas is that such areas qualify if any of the standard 50-2018(i) and 50-2903(8)(b) characteristics apply. But such areas also qualify if any of the problems listed only in 50-2008(d)(4)(2) apply. Lack of adequate water and sewer facilities, for example, is a significant condition that retards development of the area. Economic

disuse, unsuitable topography, environmental issues and unsafe public conditions also impede development of the area.

Deteriorating/Deteriorated Area Characteristics

The following is a listing of conditions found in the area as they relate to Idaho Code and a brief explanation of that condition and how it was evaluated and identified:

1. Substantial number of deteriorated or deteriorating structures. Buildings that existed on the site in 2003 have since been completely razed and no major structures remain on the site.
2. Predominance of defective or inadequate street layout. Seltice Way, running east and west, Old Atlas Road, and Atlas Road are the streets that serve the area and are adequate.
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness. Three parcels exist in the Site area, one approximately 21 acres, one approximately 44 acres and one about 4 acres. There is also an old railroad easement of about 4.58 acres that the City of Coeur d'Alene acquired in June 2015.
4. Unsanitary or unsafe conditions. There are many conditions existing within the proposed renewal area that apply to this characteristic. Typical unsanitary conditions include excessive amounts of junk, trash, and weeds in violation of City sanitation codes. There are also several unsafe conditions throughout the area related to steep topography, and contamination from mill operations.
5. Deterioration of site and other improvements. Site improvements include parking lots, fences, and landscaping areas, basically things other than structures that make up a developed property. The term "other improvements" is the place where public improvements such as streets, sidewalks, curbs, gutters, bridges, storm drains, water mains, sanitary sewers, and public facilities such as swimming pools and public buildings are included. The only remaining site improvement is a large, deteriorating parking lot. The status of public improvements related to underground utilities is unknown at this time.
6. Diversity of ownership. Typically, this characteristic is present when an area that needs to be redeveloped because of rundown buildings is divided into a number of different ownerships. Multiple ownerships are more difficult for developers to assemble. At this time, there are three owners of property in the Site area, not including the City of Coeur d'Alene, which acquired an easement through the property from BNSF in June, 2015, totaling approximately 4.58 acres.

Owner ⁽¹⁾	AIN	Parcel Number	Acreage	Total
Rivers Edge Apts	228110	C00000090200	18.462	21.653
	311904	C00000103300	3.191	
Bad Axe LLC	103518	50N94W-10-2500	5.523	
	323918	0-6680-036-006-B	0.3859	
	105274	0-6680-018-001-A	1.1451	
	120763	0-6680-036-005-A	0.2232	

	141455	0-6680-036-006-A	0.4456	
	137563	0-6680-038-001-A	1.7541	
	180880	50N94W-10-0750	4.179	
	324793	0-6680-018-001-B	0.1283	
	180879	0-6680-037-000-A	0.0821	
	100905	50N04W-10-3200	32.5895	44.4558
Atlas Mill Dev. Corp.	318388	50N04W102600	3.849	3.849
TOTAL				69.94

⁽¹⁾ Kootenai County Assessor

7. Tax and special assessment delinquency exceeding the fair value of the land. This characteristic does not apply to the area.
8. Defective and unusual conditions of title. These conditions have not been found in the area. All of the parcels noted above were transferred in 2014 and 2015 and appear to have clear title to the owners.
9. The existence of conditions which endanger life or property by fire and other causes. The primary focus of this characteristic is inadequate fire protection facilities, particularly fire hydrants for existing and projected new development.
10. Any combination of such factors. There are several areas where two or more of the other characteristics are present.

Effects of Present Conditions

1. Results in economic underdevelopment of the area. Field review shows that the entire area now consists of underdeveloped or undeveloped property. This is a major deterrent to encouraging economic development because of the cost of basic infrastructure. Inclusion in a URD would allow for the reimbursement of basic infrastructure costs incurred by developers, if and when tax increment from the development is received by IGNITE.
2. Substantially impairs or arrests the sound growth of a municipality. The parcels in this study could be annexed into the City, and therefore eligible for inclusion in an urban renewal district, to assist the City in expanding its City limits, and to better utilize an easement it acquired through the property.
3. Retards the provision of housing accommodations or constitutes an economic or social liability. This area suffers from inadequate public infrastructure. Only a small area possesses unused water and sewer systems. Inadequate public infrastructure tends to increase public service costs without much increased generation of property and other taxes. Hence such an area tends to become an economic liability for the City. As noted under number 1 above, infrastructure costs are eligible for reimbursement via participation agreements with developers, if the area is included in a URD.
4. And is a menace to the public health, safety, morals, or welfare in its present condition or welfare in its present condition or use. The area has become a modest economic liability. In addition, the unsafe condition of lack of sidewalks and street lights represent a menace or threat to the public welfare or prosperity and safety of the community.

Appropriateness of the Area for an Urban Renewal Project

The City Council makes the final determination in the policy decision as to whether or not the area is appropriate for an urban renewal project.

Note that part of the definition of an urban renewal project includes, "undertakings and activities of a municipality in an urban renewal area for the elimination of deteriorated and deteriorating areas." This report provides evidence that the old Atlas mill site area is a deteriorating area due to various conditions. Most are related to the lack of public infrastructure and existing hazards that contribute to public safety issues or require substantial remediation due to industrial contamination. Either public infrastructure is older and needs to be replaced or upgraded, or it is grossly inadequate to serve planned new development. In either case, the result is the same: Existing development is often discouraged from upgrading and expanding, and new development is often slowed or thwarted because of the lack of necessary public infrastructure.

Since the City's acquisition of the former BNSF Railroad easement in June of 2015, public access through the area is available just north of the Spokane River. Inclusion of the entire area in an Urban Renewal District could allow for the development of the easement, possibly with bike and pedestrian access via its inclusion in the Centennial Trail. Often, the cost to develop a portion of the Trail stalls for lack of funding.

Fortunately, the preparation and approval of an urban renewal plan, including a revenue allocation financing provision, gives the City additional resources to solve the issue of the easement, and the public infrastructure problems in this area. In effect, property taxes generated by new developments within the area may be used by the City's URA to finance a variety of needed public improvements and facilities. Finally, some of the new developments may also generate new jobs in the community that would benefit area residents.

Legislative Actions in 2016 and Potential Actions in 2017

The Idaho State Legislature passed House Bill No. 606 during its 2016 session and it became law on July 1, 2016. Several changes in Urban Renewal law may have an impact on any area currently, or proposed to be included, in an Urban Renewal District. A review of House Bill 606 may be found at:

<https://legislature.idaho.gov/wp-content/uploads/sessioninfo/2016/legislation/H0606.pdf>

Chiefly, the bill amended current statutes to allow cities more control over their URAs, including the provision that a City council may, by majority approval, remove the URA Board and name themselves as commissioners for a majority of such for one year. There were also requirements for URAs to report their financial information on a timely basis to the Legislative Services Office (LSO) or risk the loss of future tax increment revenues.

Most importantly, the bill also provided that a City Council may by majority approval direct the URA to de-annex parcels within an existing Urban Renewal District, if the de-annexation does not create a negative impact on any existing debt or other outstanding obligations of the URA

(please see attachment for I.C. 50-2903A.)

Regarding the latter, the City of Coeur d'Alene initiated a de-annexation of several parcels in both the Lake and River Districts in 2016. Since the de-annexation basically transfers revenue allocation proceeds from those parcels to local governments, in the same fashion as when a URD ends, IGNITE and the City felt it was very important to ensure that the impact on the URA was analyzed before moving ahead with the de-annexation.

An analysis prepared by PAC showed that the impact on current debt and obligations was minimal, but that future projects outlined in the districts' urban renewal plans could be impacted by the loss of revenue allocation funds previously flowing to IGNITE.

PAC is cognizant that IGNITE keeps a close eye on pending legislation, and its potential impacts on the Agency. Currently pending in the 2017 legislative session is a bill that provides that the value of properties de-annexed from a URD would be added to the base roll of the URD. There is also a provision that when an agricultural exemption is removed due to the parcel's inclusion in a URD that the amount of the exemption is also added to the base assessment roll of the URD. Both of these actions could impact the future tax increment, and PAC commends IGNITE for their attention to the legislation.

Conclusion

This report concludes that the old Atlas mill site area as described herein is a deteriorating and deteriorated area and, as such, is appropriate for an urban renewal project.

The agency may want to consider the impacts of House Bill No. 606, including potential future de-annexation requests, should it create a district on the Atlas mill site area and develop a plan to remediate the deteriorating and deteriorated areas found on it.

Respectfully submitted:

Wally Jacobson, Executive Director
Panhandle Area Council

Attachments:

Idaho Code Sections

- 50-2018
- 50-2008
- 50-2903 (7) (c)
- 50-2903A

Site Map

DEFINITION OF URBAN RENEWAL PROJECT, IDAHO CODE § 50-2018

(8) "Deteriorated area" shall mean an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare. Provided however, this definition shall not apply to any agricultural operation, as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63-1701(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

(9) "Deteriorating area" shall mean an area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use; provided, that if such deteriorating area consists of open land the conditions contained in the proviso in section 50-2008(d), Idaho Code, shall apply; and provided further, that any disaster area referred to in section 50-2008(g), Idaho Code, shall constitute a deteriorating area. Provided however, this definition shall not apply to any agricultural operation, as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63-1701(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

"Urban renewal project" may include undertakings and activities of a municipality in an urban renewal area for the elimination of deteriorated or deteriorating areas and for the prevention of the development or spread of slums and blight, and may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban renewal area, or any combination or part thereof in accordance with an urban renewal plan. Such undertakings and activities may include:

- (1) acquisition of a deteriorated area or a deteriorating area or portion thereof;
- (2) demolition and removal of buildings and improvements;
- (3) installation, construction, or reconstruction of streets, utilities, parks, playgrounds, off-street parking facilities, public facilities or buildings and other improvements necessary for carrying out in the urban renewal area the urban renewal objectives of this act in accordance with the urban renewal plan;
- (4) disposition of any property acquired in the urban renewal area

(including sale, initial leasing or retention by the agency itself) at its fair value for uses in accordance with the urban renewal plan except for disposition of property to another public body;

(5) carrying out plans for a program of voluntary or compulsory repair and rehabilitation of building or other improvements in accordance with the urban renewal plan;

(6) acquisition of real property in the urban renewal area which, under the urban renewal plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property;

(7) acquisition of any other real property in the urban renewal area where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or to prevent the spread of blight or deterioration, or to provide land for needed public facilities;

(8) lending or investing federal funds; and

(9) construction of foundations, platforms and other like structural forms.

IDAHO CODE § 50-2008(d)

(d) Following such hearing, the local governing body may approve an urban renewal project and the plan therefor if it finds that (1) a feasible method exists for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan conforms to the general plan of the municipality as a whole; (3) the urban renewal plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise: Provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

IDAHO CODE § 50-2903(7)(c)

- (c) Any area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code, shall apply to open areas.

IDAHO CODE § 50-2903A.

From: House Bill No. 606, effective July 1, 2016

Effect of ordinance to modify urban renewal plan – exception.

(1) (a) On and after July 1, 2016, except as provided in subsection (2) of this section, when an urban renewal plan containing a revenue allocation financing provision is modified through an ordinance of the authorized municipality, the base value for the year immediately following the year in which the modification occurred shall include the current year's equalized assessed value of the taxable property in a revenue allocation area. The urban renewal agency shall be required annually to attest to having or not having modified any of its plans. If no modification has occurred, the urban renewal agency shall attest that fact on an affidavit provided by the state tax commission before the first Monday in June of each year. Modification shall not be deemed to have occurred when:

(i) There is a plan amendment to make technical or ministerial changes to a plan that does not involve an increase in the use of revenues allocated to the agency pursuant to section [50-2908](#), Idaho Code; or

(ii) There is a plan amendment to accommodate an increase in the revenue allocation area boundary as permitted in section [50-2033](#), Idaho Code; or

(iii) There is a plan amendment to accommodate a de-annexation in the revenue allocation area boundary; or

(iv) There is a plan amendment to support growth of an existing commercial or industrial project in an existing revenue allocation area, subject to the provisions of section [50-2905A](#), Idaho Code.

(b) Notice of any plan modification shall state the nature of the modification and shall be provided to the state tax commission, the county clerk and the county assessor by the first Monday in June of the years following the modification.

(c) Once a modification is deemed to have occurred, the base assessment value shall be reset pursuant to this subsection.

(2) When the urban renewal agency certifies to the county clerk and state tax commission that there is outstanding indebtedness, the base value for the year immediately following the year in which the modification occurred shall be computed and adjusted irrespective of the modification to the plan, but in compliance with all other requirements for adjustment as provided in section [50-2903](#)(4), Idaho Code. To be allowed this exception no later than the first Monday in June each year, beginning the year immediately following the year in which the modification occurred, the urban renewal agency must certify:

(a) That the indebtedness could not be repaid by the agency prior to the termination of the revenue allocation area without the allocation of property tax revenues as provided in section [50-2908](#), Idaho Code; and

(b) The estimated total budget to be used for paying indebtedness during each year until termination of the revenue allocation area, the amount of non-property tax revenue to be used by the agency to pay indebtedness each year, and the estimated amount of revenue to be allocated to the agency for the modified revenue allocation area pursuant to section [50-2908](#), Idaho Code, to be used for paying indebtedness. For purposes of this section "indebtedness" shall mean any bonds, including refunding bonds, notes, interim certificates, certificates of indebtedness, debentures or other obligations, together with all expenses necessary to comply with all covenants related to the indebtedness.

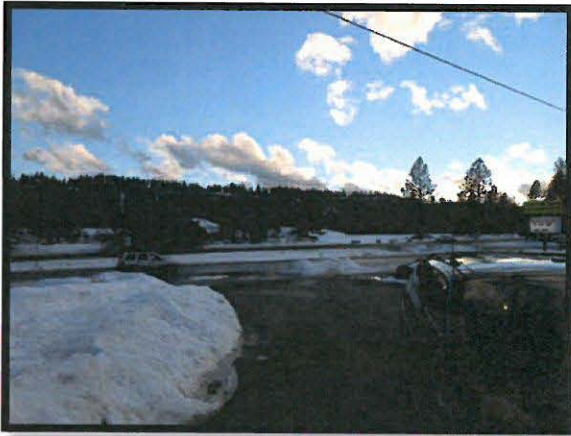
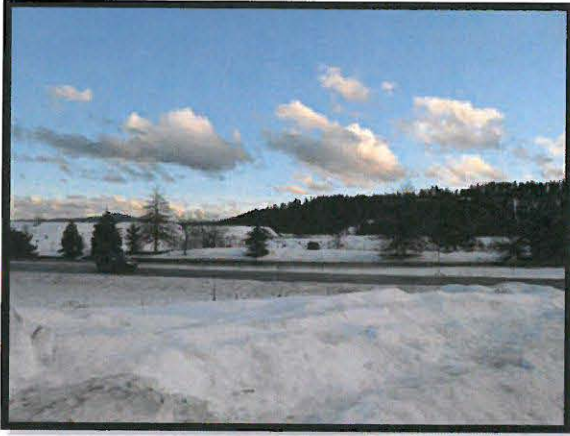
(3) To the extent the amount of revenue allocated to the modified revenue allocation area pursuant to section [50-2908](#), Idaho Code, exceeds the amount necessary to pay indebtedness certified in subsection (2)(b) of this section, the excess shall be distributed by the county clerk to each taxing district

or unit in the same manner as property taxes, except that each taxing district or unit shall be notified of the amount of any distribution of excess urban renewal allocations included in any distribution. For purposes of the limitation provided by section [63-802](#), Idaho Code, moneys received by any taxing district or unit pursuant to this subsection shall be treated as property tax revenue.

(4) Within thirty (30) days from the time the state tax commission receives information that an urban renewal plan for a revenue allocation area has been modified, the state tax commission shall notify the urban renewal agency and the county clerk of such receipt and the determination regarding any limits on the maximum amount of property tax revenue that will be allocated to the urban renewal agency from the current year's property taxes.



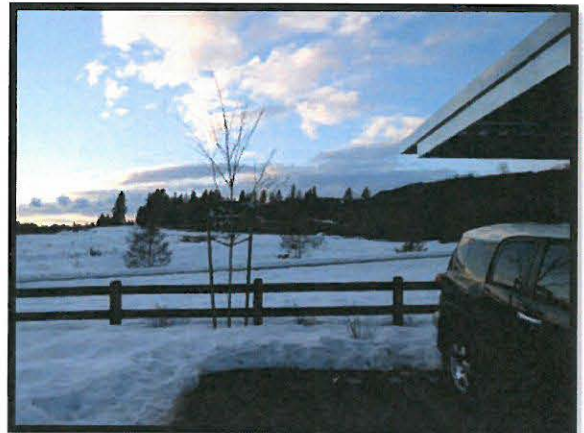
Atlas Mill Site
Looking South



Atlas Mill Site
Looking East



Atlas Mill Site
Looking West



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

A. INTRODUCTION

This matter having come before the City Council on February 21, 2017, and there being present a person requesting approval of ITEM A-1-17, A request for zoning prior to annexation from County Agricultural Suburban (Ag-Suburban) to City R-3(Residential at 3 units/acre) zoning district.

APPLICANT: ASPEN HOMES AND DEVELOPMENT, LLC

LOCATION: PROPERTY LOCATED IMMEDIATELY NORTH OF THE INTERSECTION OF THOMAS LANE AND THOMAS HILL DRIVE.

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON
(The City Council may adopt Items B1 to B7.)**

- B1. That the existing land uses are residential.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is County Agricultural Suburban.
- B4. That the notice of public hearing was published on February 4, 2017, 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 February 21, 2017.
- B8. That this proposal in conformance with the Comprehensive Plan policies as follows:

Objective 1.12 Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 2.01 Business Image & Diversity: Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

Objective 3.01 Managed Growth: Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

Objective 3.05 Neighborhoods: Protect and preserve existing neighborhoods from incompatible land uses and developments.

Objective 3.10 Affordable & Workforce Housing: Support efforts to preserve and provide affordable and workforce housing.

Objective 4.01 City Services: Make decisions based on the needs and desires of the citizenry.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the information in the staff report.
- B10. That the physical characteristics of the site make it suitable for the request at this time because the site is flat, there are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the property is surrounded by a non-R-3 PUD neighborhood, public testimony, and the information given in the staff report.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of ASPEN HOMES AND DEVELOPMENT, LLC for zoning prior to annexation as described in the application should be approved.

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

Wastewater Utility:

1. Extension of public sanitary sewer infrastructure and installation of sewer laterals to each newly created lot will be required prior to final plat approval.

Water Department:

2. All water rights associated with the parcel to be annexed shall be transferred to the City at the owner's expense.

Engineering Department:

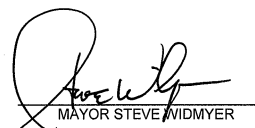
3. Thomas Lane frontage of the proposed development shall be improved to City Standards.

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

ROLL CALL:

Council Member Gookin	Voted Yes
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member McEvers	Voted Yes
Council Member English	Voted Yes
Council Member Miller	Voted Yes

Motion to approve carried by a 6 to 0 vote.



MAYOR STEVE WIDMYER

RESOLUTION NO. 17-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT WITH ASPEN HOMES AND DEVELOPMENT, LLC, FOR AN AREA NORTH OF THOMAS LANE ALSO KNOWN AS ALPINE POINT.

WHEREAS, an annexation agreement has been negotiated between representatives of the City of Coeur d'Alene and Aspen Homes and Development, LLC, containing the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED that the City enter into an annexation agreement with Aspen Homes and Development, LLC, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 16th day of May, 2017.

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 _____.

ANNEXATION AGREEMENT
(ALPINE POINT aka Thomas Lane)
A-1-17

THIS AGREEMENT, made and dated this 16th day of May, 2017, by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and *Aspen Homes and Development LLC*, an Idaho Limited Liability Company, organized pursuant to the laws of the State of Idaho, with its address at *1831 N Lakewood Drive Ste. A, Coeur d' Alene, ID 83814*, hereinafter referred to as the "Owner,"

W I T N E S S E T H:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portion of this agreement; and

WHEREAS, The Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a subdivision of the Property, which is commonly known as Alpine Point. A copy of the approved Findings and Order are attached hereto as Exhibit "B" and are incorporated by reference into the substantive portion of this agreement; and

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

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The Property to be annexed is located north of Thomas Lane and is bordered by residences off of 22nd Street on the west and residences off of Miners Loop and Sutters Way on the east and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of plan approval. The Owner further waives any right the Owner may have regarding the date used

to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

3.1. Water and sewer: The Owner agrees to use the City's water and sanitary sewer systems for this development. The Owner will extend, at its own cost, the water and sanitary sewer systems to each lot within the approved Alpine Point subdivision and further agrees to fully comply with all city policies for its water and wastewater systems.

3.2. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the City, by warranty deed in a format acceptable to the City, all water rights associated with the Property. The parties expressly agree that the Owner is conveying the water rights to the City so that the City will have adequate water rights to ensure that the City can provide domestic water service to the Property.

3.3. Garbage collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

3.4. Street lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

3.5. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, of all improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Compliance with conditions of approval: The conditions of approval for the subdivision of the Property attached as Exhibit "B" are expressly incorporated into this Agreement as binding provisions of this Agreement. As such, the Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

4.3. Streets: Thomas Lane frontage shall be improved to City Standards at time of site development.

ARTICLE V: FEES

5.1. Consideration: Owner agrees to provide specific consideration, in the amount of Twenty One Thousand Dollars and no/100 (\$21,000.00) to the City at the times specified in Section 6.3 below. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars and no/100 (\$750.00) per residential lot in the approved Alpine Point subdivision R-3 on the approved plat. The sum provided for by this Agreement is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code.

5.2. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

5.3. Payment of annexation fees: On or before the date of City Council approval of the final plat(s) for the approved Alpine Point subdivision, the owner will pay the required fee for each lot contained in the final plat. Owner expressly agrees that the City may withhold final plat approval or building permit issuance until such time as the required fees are paid.

5.4. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

5.5. Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of One Thousand Dollars and no/100 (\$1000.00).

ARTICLE VI. MISCELLANEOUS

6.1. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from owners, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

6.2. Owner to hold City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including

reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.3. Time is of the essence: Time is of the essence in this agreement.

6.4. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

6.5. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

6.6. Section headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

6.7. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

6.8. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

6.9. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

6.10. Promise of cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Aspen Homes and Development, LLC have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

**ASPEN HOMES AND
DEVELOPMENT, LLC** an Idaho limited
liability company

By: _____
Steve Widmyer, Mayor

By: _____
Todd R. Stam, Manager

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 16th day of May, 2017, 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 May, 2017, before me, a Notary Public, personally appeared **Todd R. Stam** as manager of **Aspen Homes and Development LLC** on behalf of said limited liability company, 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: _____

Client: Aspen Homes and Development, LLC
Description: Thomas Lane Annexation (Revised)
Date: December 15, 2016

A portion of Lots 6, 7 and 8, Block A of THOMAS GARDEN TRACTS (recorded in Book B of Plats at Page 137, Records of Kootenai County, Idaho) situated in the Northeast 1/4 of Section 6, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Commencing at the North 1/4 Corner of said Section 6, thence along the north-south center-of-section line of said Section 6 South 0°24'15" West a distance of 315.81 feet to the most southerly corner of Lot 2, Block 3 of Prospector Ridge (Book I of Plats, Page 182, Records of Kootenai County, Idaho), said corner being also a point on the existing boundary of the City of Coeur d'Alene, said point being the REAL POINT OF BEGINNING.

thence along the boundary of said Prospector Ridge and said city as follows;
South 89°34'25" East a distance of 130.89 feet;
thence South 32°36'59" East a distance of 1069.97 feet;
thence South 0°41'58" West a distance of 83.58 feet to a point on the northerly right of way of Thomas Lane;
thence leaving the boundary of said Prospector Ridge and said city along said northerly right-of-way North 89°03'32" West a distance of 713.53 feet to the Southwest Corner of Lot 8 of said THOMAS GARDEN TRACTS;
thence along the west line of said Lot 8 and the existing boundary of the City of Coeur d'Alene North 0°24'08" East a distance of 974.08 feet to the REAL POINT OF BEGINNING.

Comprising 10.015 acres, more or less.

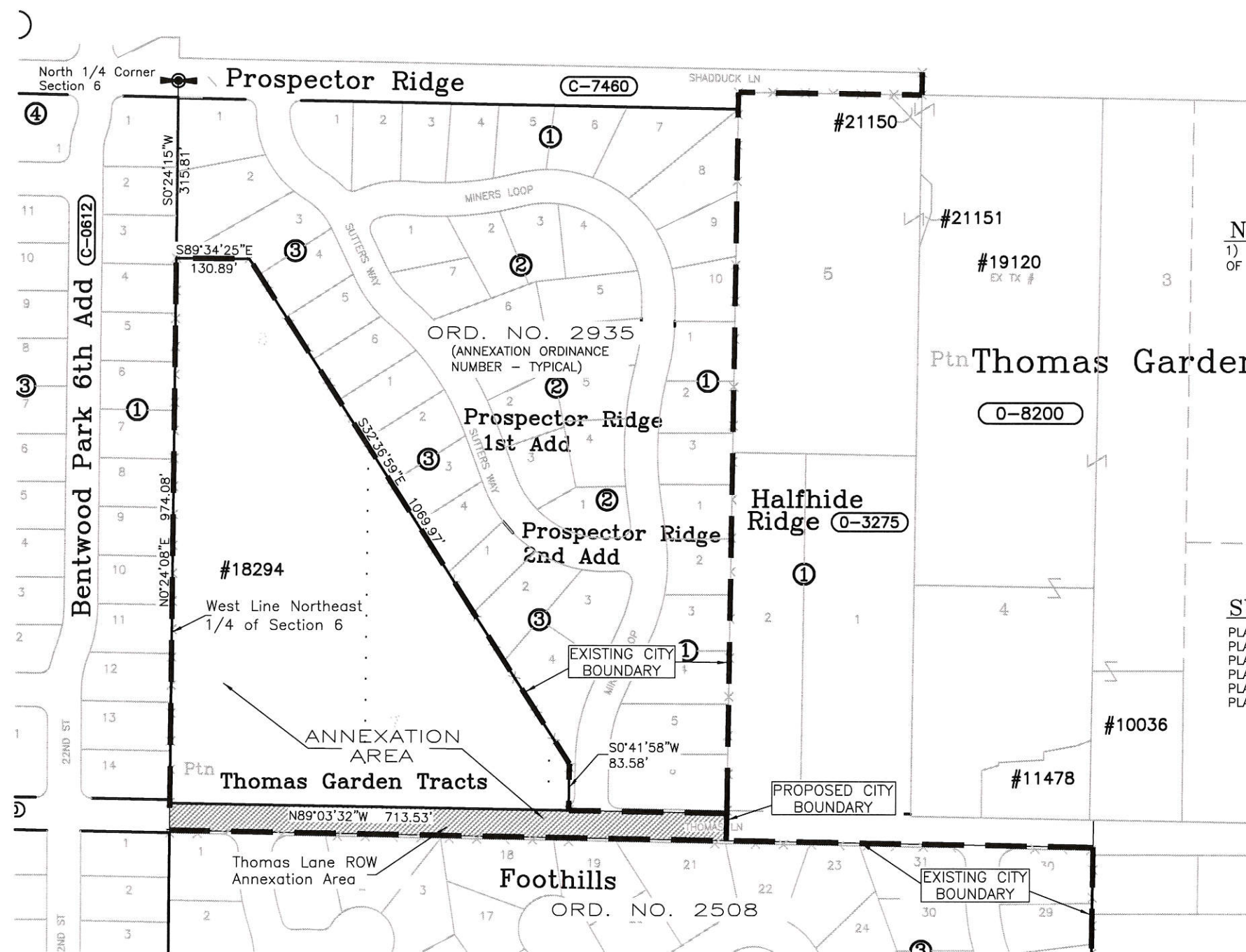
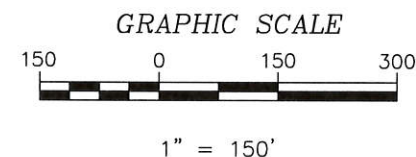
TOGETHER WITH a portion of the 50.00 foot right of way for Thomas Lane as shown on the plat of said THOMAS GARDEN TRACTS, said portion being bounded on the West by the West line of the plat of FOOTHILLS (Book G of Plats, Page 130) and being bounded on the East by the East line of the plat of PROSPECTOR RIDGE (Book I of Plats, Page 182) all records of Kootenai County, Idaho.



Exhibit A

ANNEXATION MAP

LOCATED IN THE NORTHEAST 1/4 OF SECTION 6
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
CITY OF COEUR D'ALENE ORDINANCE NO. _____



NOTES

1) PARCEL DIMENSIONS TAKEN FROM CITY BOUNDARY DESCRIPTION (PARCEL 5 OF EXCEPTIONS ON PAGE 24 OF 33 DATED 6-30-16).

SURVEYS OF RECORD/PRIOR SURVEYS

PLAT OF FOOTHILLS RECORDED IN BOOK G OF PLATS AT PAGE 130
PLAT OF PROSPECTOR RIDGE RECORDED IN BOOK I OF PLATS AT PAGE 182
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PLAT OF BENTWOOD PARK RECORDED IN BOOK J OF PLATS AT PAGE 59
PLAT OF HALFHIDE RIDGE RECORDED IN BOOK I OF PLATS AT PAGE 449



Exhibit A



Tate Engineering, Inc.
1625 North 4th Street, Ste. 204
Coeur d'Alene, Idaho, 83814
(208) 676-8708 e-mail: info@tate-eng.com

PROJECT #: 16.061H	DATE: 12/15/2016	SCALE: 1"= 150'	PAGE 1 OF EXHIBIT A
DRAWING: ANNEXATION	CHECKED: EMW	DRAWN BY: EMW	

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

A. INTRODUCTION

This matter having come before the City Council on February 21, 2017, and there being present a person requesting approval of ITEM A-1-17, A request for zoning prior to annexation from County Agricultural Suburban (Ag-Suburban) to City R-3(Residential at 3 units/acre) zoning district.

APPLICANT: ASPEN HOMES AND DEVELOPMENT, LLC

LOCATION: PROPERTY LOCATED IMMEDIATELY NORTH OF THE INTERSECTION OF THOMAS LANE AND THOMAS HILL DRIVE.

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON
(The City Council may adopt Items B1 to B7.)

- B1. That the existing land uses are residential.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is County Agricultural Suburban.
- B4. That the notice of public hearing was published on February 4, 2017, 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 February 21, 2017.
- B8. That this proposal in conformance with the Comprehensive Plan policies as follows:

Objective 1.12 Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 2.01 Business Image & Diversity: Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

Objective 3.01 Managed Growth: Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

Objective 3.05 Neighborhoods: Protect and preserve existing neighborhoods from incompatible land uses and developments.

Objective 3.10 Affordable & Workforce Housing: Support efforts to preserve and provide affordable and workforce housing.

Objective 4.01 City Services: Make decisions based on the needs and desires of the citizenry.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the information in the staff report.
- B10. That the physical characteristics of the site make it suitable for the request at this time because the site is flat, there are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the property is surrounded by a non-R-3 PUD neighborhood, public testimony, and the information given in the staff report.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of ASPEN HOMES AND DEVELOPMENT, LLC for zoning prior to annexation as described in the application should be approved.

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

Wastewater Utility:

1. Extension of public sanitary sewer infrastructure and installation of sewer laterals to each newly created lot will be required prior to final plat approval.

Water Department:

2. All water rights associated with the parcel to be annexed shall be transferred to the City at the owner's expense.

Engineering Department:

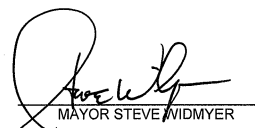
3. Thomas Lane frontage of the proposed development shall be improved to City Standards.

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

ROLL CALL:

Council Member Gookin	Voted Yes
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member McEvers	Voted Yes
Council Member English	Voted Yes
Council Member Miller	Voted Yes

Motion to approve carried by a 6 to 0 vote.



MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 17-1021

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS SITUATED IN THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 50, NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS R-3 RESIDENTIAL; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit “A,” attached hereto and incorporated herein, contiguous with and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-3 Residential at 3/units an acre.

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Community Planning Director be and she is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on 16th day of May, 2017.

APPROVED by the Mayor this 16th day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Located north of the intersection of Thomas Lane and Thomas Hill Drive
ALPINE POINT ANNEXATION A-1-17

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS SITUATED IN THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 50, NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS R-3 RESIDENTIAL; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Alpine Point Annexation A-1-17, 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 16th day of May, 2017.

Randall R. Adams, Chief Civil Deputy City Attorney

Client: Aspen Homes and Development, LLC
Description: Thomas Lane Annexation (Revised)
Date: December 15, 2016

A portion of Lots 6, 7 and 8, Block A of THOMAS GARDEN TRACTS (recorded in Book B of Plats at Page 137, Records of Kootenai County, Idaho) situated in the Northeast 1/4 of Section 6, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Commencing at the North 1/4 Corner of said Section 6, thence along the north-south center-of-section line of said Section 6 South 0°24'15" West a distance of 315.81 feet to the most southerly corner of Lot 2, Block 3 of Prospector Ridge (Book I of Plats, Page 182, Records of Kootenai County, Idaho), said corner being also a point on the existing boundary of the City of Coeur d'Alene, said point being the REAL POINT OF BEGINNING.

thence along the boundary of said Prospector Ridge and said city as follows;

South 89°34'25" East a distance of 130.89 feet;

thence South 32°36'59" East a distance of 1069.97 feet;

thence South 0°41'58" West a distance of 83.58 feet to a point on the northerly right of way of Thomas Lane;

thence leaving the boundary of said Prospector Ridge and said city along said northerly right-of-way North 89°03'32" West a distance of 713.53 feet to the Southwest Corner of Lot 8 of said THOMAS GARDEN TRACTS;

thence along the west line of said Lot 8 and the existing boundary of the City of Coeur d'Alene North 0°24'08" East a distance of 974.08 feet to the REAL POINT OF BEGINNING.

Comprising 10.015 acres, more or less.

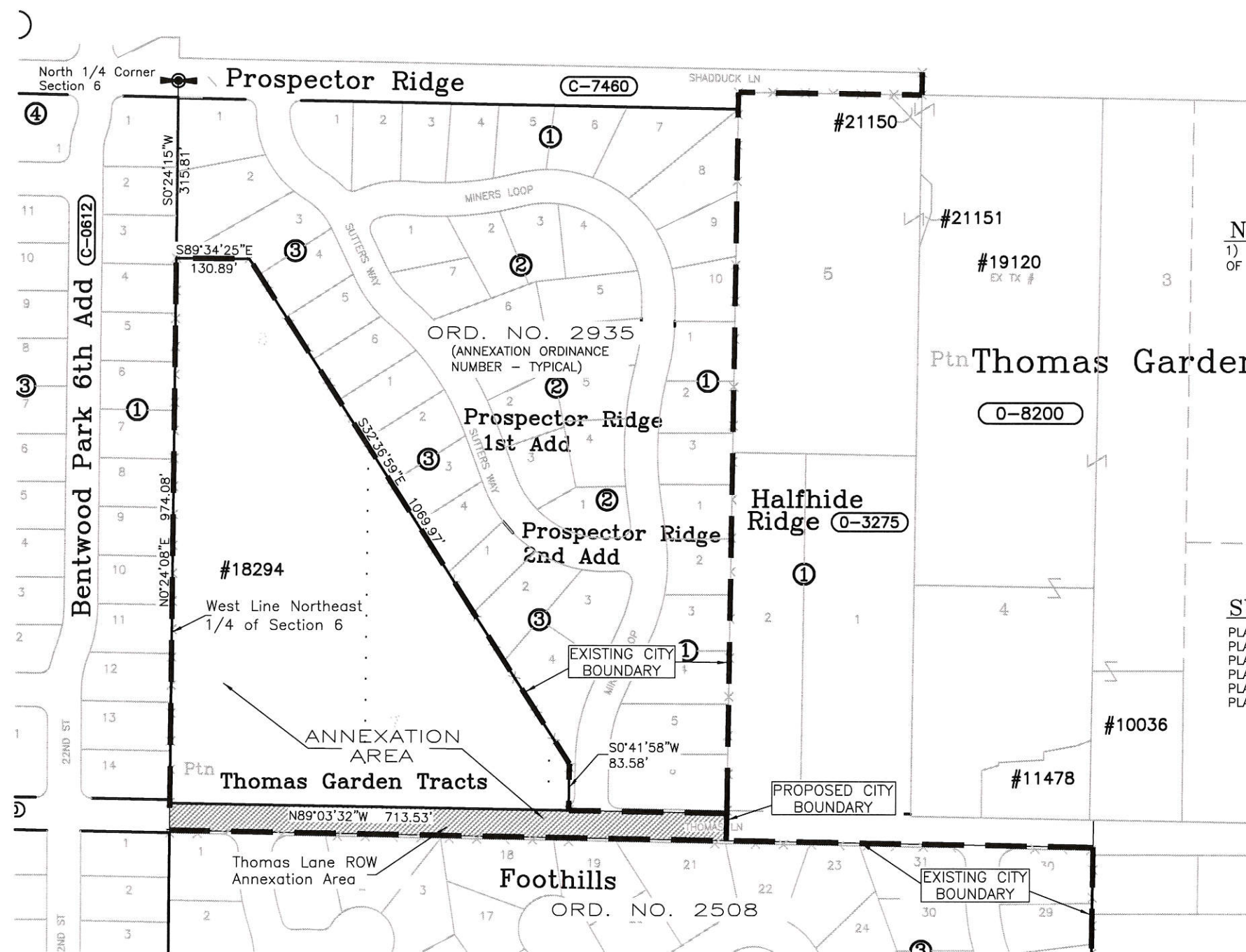
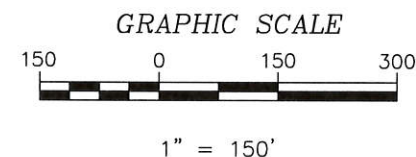
TOGETHER WITH a portion of the 50.00 foot right of way for Thomas Lane as shown on the plat of said THOMAS GARDEN TRACTS, said portion being bounded on the West by the West line of the plat of FOOTHILLS (Book G of Plats, Page 130) and being bounded on the East by the East line of the plat of PROSPECTOR RIDGE (Book I of Plats, Page 182) all records of Kootenai County, Idaho.



Exhibit A

ANNEXATION MAP

LOCATED IN THE NORTHEAST 1/4 OF SECTION 6
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
CITY OF COEUR D'ALENE ORDINANCE NO. _____



NOTES

1) PARCEL DIMENSIONS TAKEN FROM CITY BOUNDARY DESCRIPTION (PARCEL 5 OF EXCEPTIONS ON PAGE 24 OF 33 DATED 6-30-16).

SURVEYS OF RECORD/PRIOR SURVEYS

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PLAT OF HALFHIDE RIDGE RECORDED IN BOOK I OF PLATS AT PAGE 449



Exhibit A



Tate Engineering, Inc.
1625 North 4th Street, Ste. 204
Coeur d'Alene, Idaho, 83814
(208) 676-8708 e-mail: info@tate-eng.com

PROJECT #: 16.061H	DATE: 12/15/2016	SCALE: 1"= 150'	PAGE 1 OF EXHIBIT A
DRAWING: ANNEXATION	CHECKED: EMW	DRAWN BY: EMW	

**CITY COUNCIL
STAFF REPORT**

DATE: May 16, 2017
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 for this project which was approved contingent on approval from City Council accepting this funding. At the December 20, 2016 meeting council did approve to accept the \$1,019,000 funding from Ignite.

FINANCIAL ANALYSIS:

At the December 21, 2016 Ignite meeting the board opted to fund two more elements for this project bringing amount of funding to \$1,559, 100 to construct the Memorial Park companion project.

PERFORMANCE ANALYSIS:

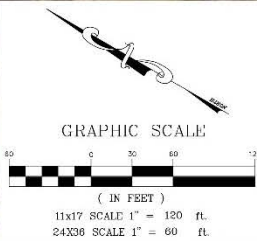
These park improvements were identified in the BLM Four Corners Master Plan that was submitted to BLM for approval of a lease for our use of 29 acres for public recreation. Once this funding is approved by Council, staff will take council's acceptance of the funding back to the Ignite Board to finalize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

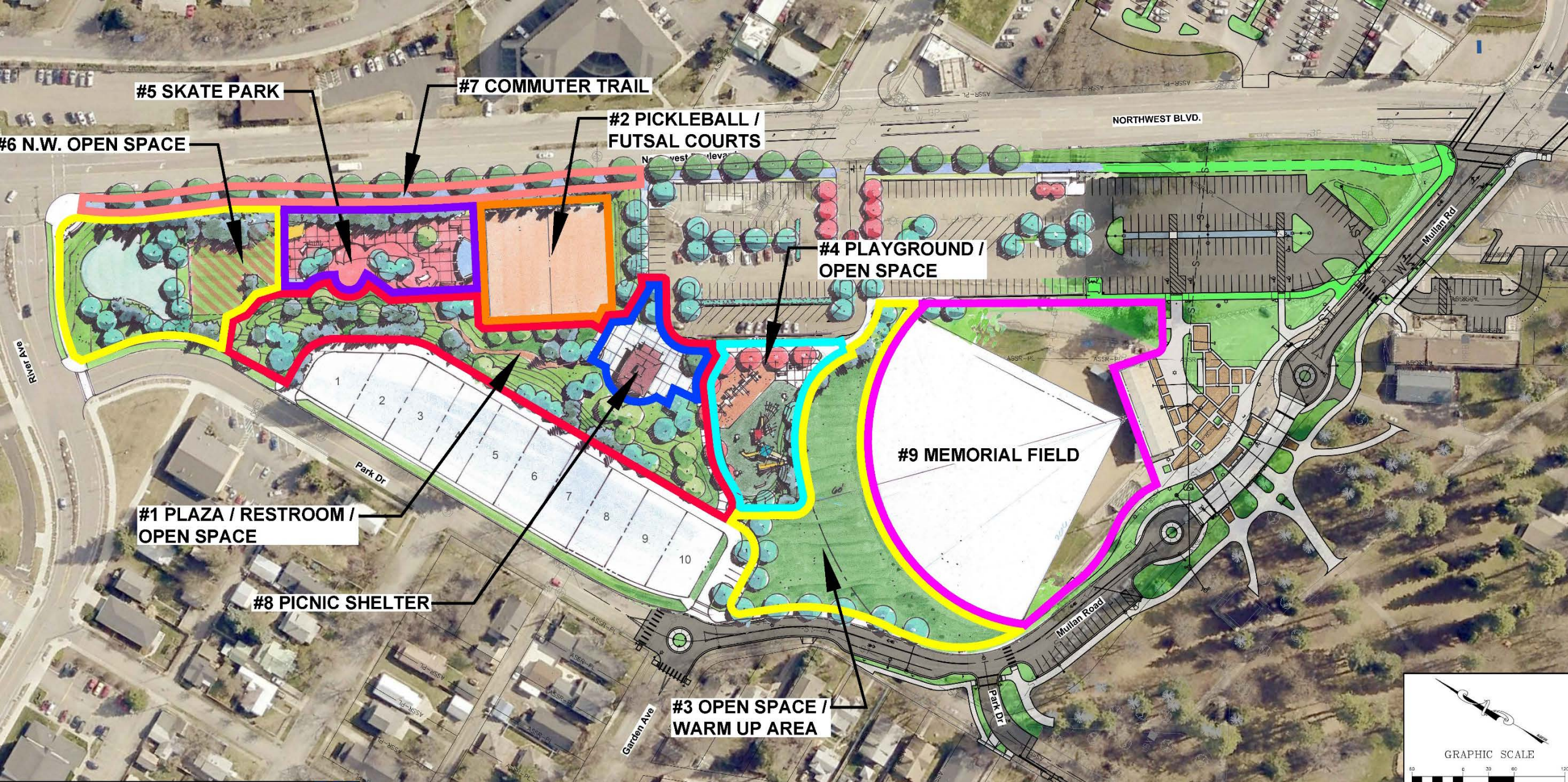
DECISION POINT/RECOMMENDATION:

Approve a finance agreement with Ignite for \$1,559,100 for the construction of the Memorial Park companion projects.

Original Four Corners Master Plan



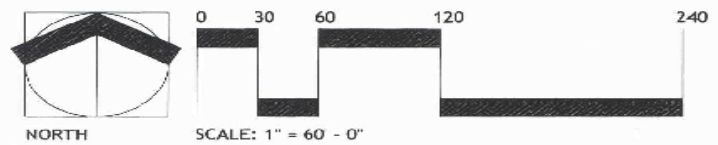






- IMPROVED MEMORIAL FIELD SOFTBALL
- 300' OUTFIELD - FENCED
 - REGRADED
 - PROPER SOLAR ORIENTATION
 - NEW IRRIGATION AND SEEDING
 - IMPROVED SPORTS LIGHTING

MEMORIAL PARK



WELCH-COMER
ENGINEERS | SURVEYORS

B W A BERNARDO | WILLS
ARCHITECTS PC

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. 17-038

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

WHEREAS, the City authorized 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 by Resolution No. 16-066, on December 20, 2016; and

WHEREAS, the Parks and Recreation Commission and the Parks Director of the City of Coeur d'Alene have recommended that the City of Coeur d'Alene enter into an Amended Agreement for Financing Improvements for the Four Corners – Memorial Park Improvement project, containing the terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, the only substantive amendment concerns the amount of the funds provided by ignite cda; 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 Amended 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 Improvements for the Four Corners, Memorial Park Improvement project, 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 16th day of May, 2017.

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 _____.

AMENDED AGREEMENT FOR FINANCING OF IMPROVEMENS
Four Corners Project: Memorial Park Improvements, Coeur D'Alene, Idaho

This Amended Agreement, effective as of the 16th day of May, 2017, 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 depicted and described on the attached **Exhibit A** attached hereto and incorporated herein by reference, 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, the City Council adopted its Ordinance No. 3542 on July 13, 2016, approving the First Amendment to the same Plan deannexing certain parcels from the Lake District; 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; and

WHEREAS, this Amended Agreement amends and replaces that Agreement adopted by the City on December 20, 2016, pursuant to Resolution No. 16-066.

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 the Project Design and Construction; Construction Draws. The Agency has agreed to pay up to one million five hundred fifty-nine thousand and one hundred dollars (\$1,559,100) (the “**Agency Contribution**”) to the costs of design and construction of the Project (the “**Project Costs**”), with said Project 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 design and construction team, and the Agency shall approve any and all draw requests made of the City, submitted pursuant to any Design or Construction Agreement entered into by the City in connection with the design and construction of the Project. This requirement shall be included in all Design and 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.

III. Payment 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.

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

V. 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.

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

A. Commercial General Liability Insurance with a broad form general liability endorsement, or equivalent, in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage, in an amount not less than \$2,000,000 each person for personal injury and per occurrence for advertising injury. Such policy shall include contractual liability (including this Agreement), independent contractor liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project. The policy shall name the City as the insured and shall be endorsed to name Agency, including its respective affiliates, officers, directors, and employees as additional insureds.

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

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, and shall include additional insured endorsements in favor of Agency, or its assigns.

E. A builder's risk, "all-risk" or equivalent policy completed value non-reporting form of fire, extended coverage, vandalism and malicious mischief, and shall

include coverage for completion and/or occupancy. Such insurance shall be maintained until final payment to the general contractor or contractor, as applicable, has been made for the work necessary to construct the Project. This insurance shall insure interests of City, Agency, the general contractor, contractors, subcontractors and sub-subcontractors. The Project shall be included as "insured property" under such policy. The policy shall be in an amount that is not less than 100% of the replacement cost of the improvements, and name Agency, or its assigns, as an additional insured and lender's loss payee, and shall include additional insured endorsements and lender's loss payable endorsements in favor of Agency, or its assigns.

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

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

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

J. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. 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.

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

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

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

X. 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.

XI. 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.

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

XIII. No Joint Venture or Partnership. The Agency and 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.

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

XV. Notice and Receipt

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

If to City:	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:

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

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

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

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

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

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

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

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

DATED this ____ day of _____, 2017 **COEUR D'ALENE URBAN RENEWAL
AGENCY D/B/A IGNITE CDA**

By _____
Tony Berns
Its Executive Director

DATED this 16th day of May, 2017 **CITY OF COEUR D'ALENE, IDAHO**

By _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 16th day of May, 2017, 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 _____, 2017, 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 and acknowledged to me that said corporation, and acknowledged to me that such corporation executed the same.

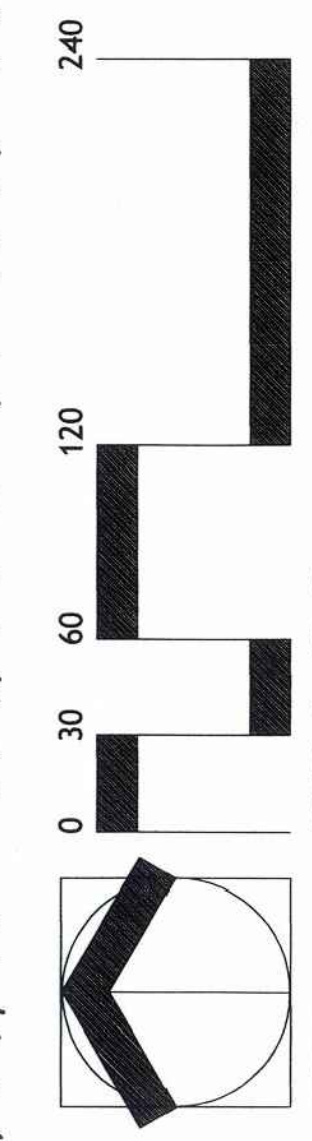
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

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

Exhibit A



MEMORIAL PARK



WELCH-COMER
ENGINEERS | SURVEYORS

B W A BERNARDO WILLIAMS
ARCHITECTS PC

PUBLIC HEARINGS

CITY COUNCIL

STAFF REPORT

DATE: May 16, 2017
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-17-3, Vacation of a portion of S. 23rd Street and all of E. Ashton Road right-of-way located in the Government Lot 1, Section 19, Township 50 North, Range 3 West, B.M., City of Coeur d'Alene.**

DECISION POINT

The applicant, Hagadone Hospitality Co., is requesting the vacation of a portion of S. 23rd Street and all of E. Ashton Road right-of-way that adjoins their property on all sides. See attached exhibit.

HISTORY

It is unknown when the requested right-of-way was originally dedicated to the City of Coeur d'Alene. The Public Works Committee unanimously approved the action at its regularly scheduled meeting on April 24, 2017 and directed staff to proceed onward for Council action.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City of Coeur d'Alene and would add approximately 48,538 square feet (1.114 acres) to the County tax roll. It could be a benefit to the municipality as tax revenue, and, eventual development of a portion of this site could lead to a more significant taxing entity.

PERFORMANCE ANALYSIS

The proposed vacation area separates three different Hagadone Hospitality properties, restricting the property's development. After the vacation, Hagadone Hospitality intends to merge the two parcels into a single parcel that can then be made adjacent to the third parcel. The vacation will allow for a substantial building investment to be made in the merged properties, which will increase the City of Coeur d'Alene tax base.

23rd Street and Ashton Road are low volume roads in poor physical condition and this vacation will help the public good by:

1. Construction of a new Ashton Road, maintaining traffic circulation through the remaining portion of 23rd Street and New Ashton Road route.
2. Replacement of a poor condition Ashton Road with the construction of a new Ashton Road complete with curb and gutter, sidewalk, and drainage. The new road will decrease City maintenance requirements.
3. New Ashton Road will have a segment of the future Centennial Trail route that will link Mullan Road to 23rd Street to the New Ashton Road in a safer corridor, without conflicting vehicle approaches.
4. The vacation will convert the low use, north-south, City right-of-way, which has poor asphalt roadways that need maintenance, into tax producing real-estate.

RECOMMENDATION

Staff recommends to the City Council to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the property to the applicant, Hagadone Hospitality Co.

E COEUR D'ALENE LAKE DR

S08°35'11"E
100.75'

ORIGINAL PARCEL LINES PRIOR TO
CONVEYANCE TO THE STATE OF IDAHO
BY WARRANTY DEED RECORDED IN
BOOK 175 OF DEEDS AT PAGE 450

PORTION OF ASHTON ROAD
TO BE VACATED

LEGEND

- FOUND 5/8" REBAR AND CAP
- FOUND 1/2" REBAR (NO CAP)
- ⊙ FOUND 3" ITD BRASS CAP

VACATED 23RD ST
INSTRUMENT NO. 1394594

NOTE

THIS SURVEY IS NOT FOR RECORDING PURPOSES.

TAX #4002

TAX #4003

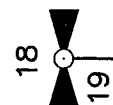
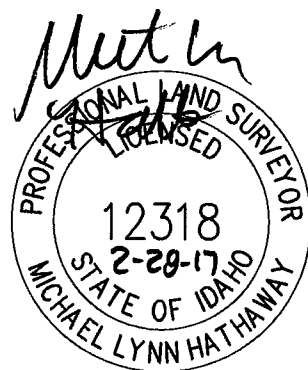
TAX #3137

PORTION OF 23RD STREET
TO BE VACATED

S 23RD ST

E ASHTON RD

COEUR D'ALENE RESORT GOLF COURSE



494.18'
S00°08'48"W

53.36'

N82°58'44"E
50.39'

S00°08'48"W
278.43'

N00°08'48"E 390.12'

0 60 120
Feet

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www.welchcomer.com
350 E. Kathleen Ave.
Coeur d'Alene, ID 83815

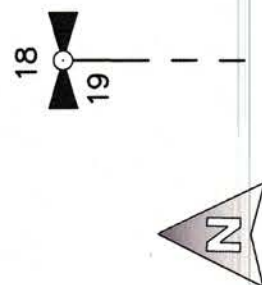
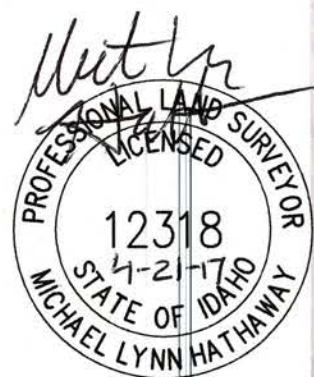
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

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VACATION EXHIBIT FOR PORTIONS OF
SOUTH 23RD STREET AND EAST ASHTON ROAD

GOV'T LOT 1, SEC. 19, T. 50 N., R. 3 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

PROJECT NUMBER:	41278
DESIGNED BY:	MLH
DRAWN BY:	JNM
DRAWING NAME:	41278EX01.DWG
DATE:	02/24/2017
SHEET NO:	1 OF 1



WELCH-COMER
ENGINEERS | SURVEYORS

www.welchcomer.com
350 E. Kathleen Ave.
Coeur d'Alene, ID 83815

208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

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& Associates, Inc.

**VACATION EXHIBIT FOR PORTIONS OF
SOUTH 23RD STREET AND EAST ASHTON ROAD**

GOV'T LOT 1, SEC. 19, T. 50 N., R. 3 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

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DESIGNED BY:	MLH
DRAWN BY:	JNM
DRAWING NAME:	41278EX01.DWG
DATE:	02/24/2017
SHEET NO:	1 OF 1

COUNCIL BILL NO. 17-1022
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF PUBLIC RIGHT-OF-WAY, GENERALLY DESCRIBED AS A PORTION OF S. 23RD STREET LOCATED SOUTH OF MULLAN AND ALL OF E. ASHTON ROAD WEST OF E. COEUR D'ALENE LAKE DRIVE AVENUE, SITUATED IN THE GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated;

NOW, THEREFORE,

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

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

Legal description and drawing, attached as Exhibits "A" & "B"

be and the same is hereby vacated.

SECTION 2. That the vacated portion of S. 23rd Street shall revert one-half (1/2) each to the owners of the properties located immediately to the west and east of the vacated street.

SECTION 3. That E. Ashton Road west of E. Coeur d'Alene Lake Drive shall revert one-half (1/2) each to the owners of the properties immediately to the north and south of the vacated road.

SECTION 4. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on March 16, 2017.

APPROVED by the Mayor this 16th day of May, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-17-3, VACATION OF A PORTION OF S. 23RD STREET AND ALL OF E. ASHTON ROAD
RIGHTS-OF-WAY

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a portion of 23rd Street and all of E. Ashton Road rights-of-way.

Such right-of-way is more particularly described as follows:

Legal description and drawing, Exhibits “A” & “B,”
which are on file in the City Clerk’s Office

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, V-17-3, vacation of a portion of S. 23rd Street and all of E. Ashton Road rights-of-way, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 16th day of May, 2017.

Randall R. Adams, Chief Civil Deputy City Attorney

EXHIBIT A

Description of Right of Way Vacation

That portion of South 23rd Street and all of East Ashton Road located in the Government Lot 1, Section 19, Township 50 North, Range 3 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

COMMENCING at the North Quarter Corner of said Section 19, thence, along the West line of said Government Lot 1, South 00° 08' 48" West a distance of 494.18 feet to a point on the West right of way of said South 23rd Street and the **TRUE POINT OF BEGINNING**;

Thence North 82° 58' 44" East 50.39 feet to a point on the East right of way of said South 23rd Street;

Thence, along said East right of way, South 00° 08' 48" West a distance of 278.43 feet to the North right of way of said East Ashton Road;

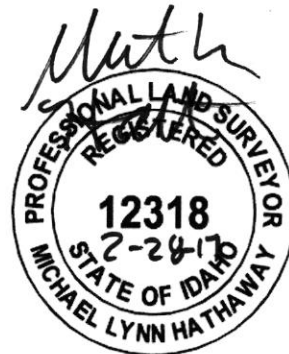
Thence, along said North right of way, North 74° 24' 49" East a distance of 284.32 feet to a point on the West right of way of East Coeur d'Alene Lake Drive;

Thence, along said West right of way of East Coeur d'Alene Lake Drive and the extension thereof, South 08° 35' 11" East a distance of 100.75 feet to the easterly extension of the South right of way of said East Ashton Road;

Thence, along said South right of way and the extension thereof, South 74° 24' 49" West a distance of 352.16 feet to said West right of way of South 23rd Street;

Thence, along said West right of way of South 23rd Street and said West line of Government Lot 1, North 00° 08' 48" East a distance of 390.12 feet to the **TRUE POINT OF BEGINNING**;

Said parcel containing 48,538 Square Feet or 1.114 Acres.



E COEUR D'ALENE LAKE DR

S08°35'11"E
100.75'ORIGINAL PARCEL LINES PRIOR TO
CONVEYANCE TO THE STATE OF IDAHO
BY WARRANTY DEED RECORDED IN
BOOK 175 OF DEEDS AT PAGE 450PORTION OF ASHTON ROAD
TO BE VACATED

TAX #3137

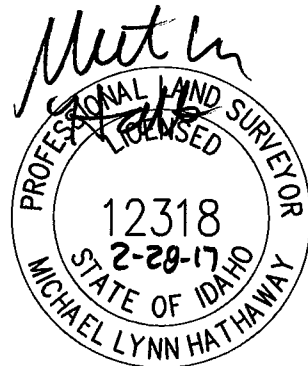
LEGEND

- FOUND 5/8" REBAR AND CAP
- FOUND 1/2" REBAR (NO CAP)
- ⊙ FOUND 3" ITD BRASS CAP

VACATED 23RD ST
INSTRUMENT NO. 1394594**NOTE**

THIS SURVEY IS NOT FOR RECORDING PURPOSES.

COEUR D'ALENE RESORT GOLF COURSE



TAX #4002

TAX #4003

PORTION OF 23RD STREET
TO BE VACATED

S 23RD ST

494.18'
S00°08'48"W

53.36'

N82°58'44"E
50.39'S00°08'48"W
278.43'

N00°08'48"E 390.12'

0 60 120
Feet**WELCH-COMER**
ENGINEERS | SURVEYORSwww.welchcomer.com
350 E. Kathleen Ave.
Coeur d'Alene, ID 83815208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946COPYRIGHT 2017
Welch-Comer & Associates, Inc.
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written authorization of Welch-Comer
& Associates, Inc.VACATION EXHIBIT FOR PORTIONS OF
SOUTH 23RD STREET AND EAST ASHTON ROAD

GOV'T LOT 1, SEC. 19, T. 50 N., R. 3 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

PROJECT NUMBER:	41278
DESIGNED BY:	MLH
DRAWN BY:	JNM
DRAWING NAME:	41278EX01.DWG
DATE:	02/24/2017
SHEET NO:	1 OF 1

INFORMATION SECTION
Including
Correspondence
Board, Commission, Committee Minutes

RECEIVED


MAY 8 2017

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

CITY CLERK

FUND	BALANCE 3/31/2017	RECEIPTS	DISBURSE- MENTS	BALANCE 4/30/2017
<u>General-Designated</u>	\$1,176,674	\$7,705	\$1,634	\$1,182,745
<u>General-Undesignated</u>	12,438,431	12,711,946	12,528,179	12,622,198
<u>Special Revenue:</u>				
Library	290,909	26,069	118,805	198,173
CDBG	(0)			(0)
Cemetery	(11,283)	20,800	22,396	(12,879)
Parks Capital Improvements	388,633	85,205	4,391	469,447
Impact Fees	2,872,810	66,797	100,000	2,839,607
Annexation Fees	385,244	453		385,697
Insurance	74,971	535	75,506	-
Cemetery P/C	1,645,114	2,648	22,436	1,625,326
Jewett House	17,669	2,121	1,314	18,476
Reforestation	25,007	264		25,271
Street Trees	207,361	11,041	9,580	208,822
Community Canopy	1,133	61	236	958
CdA Arts Commission	2,193		2,193	-
Public Art Fund	75,034	90		75,124
Public Art Fund - ignite	516,356	607		516,963
Public Art Fund - Maintenance	93,457	2,295	443	95,309
<u>Debt Service:</u>				
2015 G.O. Bonds	960,013	13,334		973,347
LID Guarantee	60,480	45	60,525	(0)
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	(300,972)	541,761	48,297	192,492
<u>Enterprise:</u>				
Street Lights	41,055	42,434	51,720	31,769
Water	1,984,027	269,916	383,250	1,870,693
Water Capitalization Fees	4,678,110	91,629		4,769,739
Wastewater	5,055,044	1,487,305	1,216,052	5,326,297
Wastewater-Reserved	883,153	27,500		910,653
WWTP Capitalization Fees	5,747,475	145,668		5,893,143
WW Property Mgmt	60,668			60,668
Sanitation	614,122	323,064	254,647	682,539
Public Parking	121,313	10,932	3,910	128,335
Drainage	730,405	83,764	87,471	726,698
Wastewater Debt Service	1,019,476	1,199		1,020,675
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Bil	202,652	194,946	202,652	194,946
LID Advance Payments	250			250
Police Retirement	1,327,570	14,448	37,400	1,304,618
Sales Tax	3,170	4,225	3,170	4,225
BID	166,153	4,192		170,345
Homeless Trust Fund	434	393	434	393
GRAND TOTAL	\$43,554,310	\$16,195,392	\$15,236,641	\$44,513,061

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

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED

April 30, 2017

RECEIVED

MAY 8 2017

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2017	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$231,305	\$127,299	55%
	Services/Supplies	11,400	5,405	47%
Administration	Personnel Services	328,000	189,489	58%
	Services/Supplies	51,120	36,318	71%
Finance	Personnel Services	683,506	387,159	57%
	Services/Supplies	481,780	434,071	90%
Municipal Services	Personnel Services	1,153,286	667,224	58%
	Services/Supplies	507,013	290,770	57%
	Capital Outlay			
Human Resources	Personnel Services	233,632	123,889	53%
	Services/Supplies	93,025	39,553	43%
Legal	Personnel Services	1,114,688	638,975	57%
	Services/Supplies	92,653	43,396	47%
Planning	Personnel Services	545,298	304,990	56%
	Services/Supplies	39,350	12,289	31%
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	176,334	48%
	Services/Supplies	155,606	61,598	40%
	Capital Outlay			
Police	Personnel Services	11,962,404	6,653,241	56%
	Services/Supplies	1,092,115	692,467	63%
	Capital Outlay	5,950	232,676	3911%
Fire	Personnel Services	8,811,284	5,108,694	58%
	Services/Supplies	546,653	270,771	50%
	Capital Outlay	320,000	2,532,299	791%
General Government	Services/Supplies	94,725	95,738	101%
	Capital Outlay		23,589	
Byrne Grant (Federal)	Services/Supplies		24,076	
	Capital Outlay		40,459	
COPS Grant	Personnel Services	190,189	96,451	51%
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	30,710	11,500	37%
	Capital Outlay			
Streets	Personnel Services	2,321,133	1,425,036	61%
	Services/Supplies	645,980	425,267	66%
	Capital Outlay	57,000	44,989	79%


CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
April 30, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2017	PERCENT EXPENDED
Engineering Services	Personnel Services	434,701	253,437	58%
	Services/Supplies	857,860	84,398	10%
	Capital Outlay			
Parks	Personnel Services	1,423,537	742,090	52%
	Services/Supplies	536,450	207,689	39%
	Capital Outlay	44,000	39,240	89%
Recreation	Personnel Services	550,809	238,995	43%
	Services/Supplies	157,430	66,102	42%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	501,850	58%
	Services/Supplies	41,206	15,824	38%
	Capital Outlay			
Total General Fund		<u>37,082,265</u>	<u>23,365,637</u>	<u>63%</u>
Library	Personnel Services	1,208,298	682,677	56%
	Services/Supplies	199,850	117,089	59%
	Capital Outlay	160,000	78,688	49%
CDBG	Services/Supplies	606,873	55,188	9%
Cemetery	Personnel Services	186,235	106,127	57%
	Services/Supplies	100,500	48,067	48%
	Capital Outlay	30,000	12,780	43%
Impact Fees	Services/Supplies	760,039	365,000	48%
Annexation Fees	Services/Supplies	193,000	193,000	100%
Parks Capital Improvements	Capital Outlay	146,500	14,127	10%
Cemetery Perpetual Care	Services/Supplies	157,500	91,349	58%
Jewett House	Services/Supplies	25,855	6,411	25%
Reforestation	Services/Supplies	2,000	435	22%
Street Trees	Services/Supplies	100,000	33,448	33%
Community Canopy	Services/Supplies	1,500	1,162	77%
Public Art Fund	Services/Supplies	231,300	46,598	20%
		<u>4,109,450</u>	<u>1,852,146</u>	<u>45%</u>
Debt Service Fund		<u>937,407</u>	<u>128,165</u>	<u>14%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
April 30, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2017	PERCENT EXPENDED
Seltice Way	Capital Outlay	675,000	38,250	6%
Seltice Way Sidewalks	Capital Outlay	325,000		
Traffic Calming	Capital Outlay	25,000		
Govt Way - Hanley to Prairie	Capital Outlay	4,334,000	1,407,478	32%
Levee Certification	Capital Outlay	30,000	25,759	86%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	20,000		
Medina Avenue	Capital Outlay		43,028	
Kathleen Avenue Widening	Capital Outlay	330,039		
Margaret Avenue	Capital Outlay	65,000		
Ironwood	Capital Outlay	400,000	430,057	108%
		<u>6,204,039</u>	<u>1,944,572</u>	<u>31%</u>
Street Lights	Services/Supplies	622,000	295,462	48%
Water	Personnel Services	1,951,906	1,107,616	57%
	Services/Supplies	4,376,100	923,277	21%
	Capital Outlay	3,225,000	312,302	10%
Water Capitalization Fees	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	1,479,296	57%
	Services/Supplies	7,205,619	1,528,559	21%
	Capital Outlay	12,496,100	1,961,614	16%
	Debt Service	2,178,063	768,622	35%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	1,708,751	51%
Public Parking	Services/Supplies	253,546	119,948	47%
	Capital Outlay	121,000	65,264	
Drainage	Personnel Services	110,381	67,418	61%
	Services/Supplies	637,130	143,692	23%
	Capital Outlay	400,000	79,736	20%
Total Enterprise Funds		<u>43,995,415</u>	<u>10,561,557</u>	<u>24%</u>
Kootenai County Solid Waste		2,500,000	1,256,670	50%
Police Retirement		173,200	100,919	58%
Business Improvement District		210,000	55,000	26%
Homeless Trust Fund		5,200	2,988	57%
Total Fiduciary Funds		<u>2,888,400</u>	<u>1,415,577</u>	<u>49%</u>
TOTALS:		<u>\$95,216,976</u>	<u>\$39,267,654</u>	<u>41%</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

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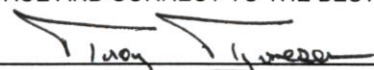
MAY 8 2017

CITY CLERK

**City of Coeur d Alene
Cash and Investments
4/30/2017**

Description	City's Balance
U.S. Bank	
Checking Account	4,629,278
Checking Account	30,295
Investment Account - Police Retirement	1,288,409
Investment Account - Cemetery Perpetual Care Fund	1,624,501
Wells Fargo Bank	
Federal Home Loan Bank	1,000,000
Community 1st Bank	
Certificate of Deposit	1,002,015
Certificate of Deposit	205,219
Idaho Independent Bank	
Secure Muni Investment	249,295
Idaho Central Credit Union	
Certificate of Deposit	249,995
Idaho State Investment Pool	
State Investment Pool Account	33,981,281
Columbia Bank	
Repurchase Agreement Account	
Spokane Teacher's Credit Union	
Certificate of Deposit	250,648
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	44,513,061

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