

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

July 16, 2019

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Pace Hartfield with One Place

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

F. PRESENTATIONS:

1. Health Corridor Update

Presented by: Ben Weymouth, TO-Engineers

2. Police Victim Video

Presented by: Police Chief Lee White

*****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS**

G. ANNOUNCEMENTS

1. City Council
2. Mayor
 - a. Appointment of Christie Wood, Jim Lien, and Mike McDowell to the Parks and Recreation Commission and Iris Siegler to the Childcare Commission.

H. 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 July 2, 2019 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services and Public Works Committees meetings for Monday, July 22, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearings:
 - a. August 6, 2019 for V-19-02 - Vacation of a portion of Hanley Avenue right-of-way adjoining the north boundary of Lots 1 - 4, Block 1, Hern Industrial Park and Tax Number 21582 in the City of Coeur d'Alene
 - b. August 20, 2019 – O-1-19 Proposed Amendment to Chapter 17.06, VII. Accessory Use Regulations, Sections 17.06.650 through 17.06.670 of Title 17, Zoning
6. Approval of a Cemetery Lot Transfer from Frank and Donna Favor to Vonnie A. Favor, Niche NCD, Lot 23, Forest Cemetery Annex (Riverview)
As Recommended by the City Clerk
7. **Resolution No. 19-026** - Approval of SS-19-05, Charlie's Landing: Final Plat, Subdivision Improvement Agreement & Security Approval.
As Recommended by the City Engineer

I. OTHER BUSINESS:

1. **Resolution No. 19-027** - Setting Preliminary Budget for Fiscal Year 2019-2020 and scheduling a public hearing for September 3, 2019.

Staff Report: Vonnie Jensen, Comptroller

2. Request for Reconsideration of Decision regarding SP-1-19.

Staff Report by: Mike Gridley, City Attorney

3. **Resolution No. 19-028** – Establishing No Parking in front of yard gates on the south side of East Lakeshore Drive between 11th Street and 15th Street.

Staff Report by: Mike Gridley, City Attorney

J. PUBLIC HEARING:

1. (Legislative) A-3-19 -A proposed 6.125 acre annexation from County Rural Industrial to R-1 zoning district; Location: 4176 E. Potlatch Hill Road; Applicant: Virginia Tate

Staff Report by: Sean Holm, Senior Planner

- a. **Resolution No. 19-029** – Annexation Agreement with Virginia Tate for the annexation of 6.125 acres at 4176 E. Potlatch Hill Road to be zoned from County Rural Industrial to R-1 zoning district.
- b. **Council Bill No. 19-1007** – Ordinance approving the Annexation of 6.125 acres at 4176 E. Potlatch Hill Road to be zoned from County Rural Industrial to R-1 zoning district.

K. ADJOURN:

Coeur d'Alene

CITY COUNCIL MEETING

July 16, 2019

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

PRESENTATIONS



MASTER PLAN AND ECONOMIC FEASIBILITY STUDY – JULY 2019 UPDATE

HEALTH CORRIDOR MASTER PLAN

TONIGHT:

- Community Engagement and Survey Summary
- Design Charrette Summary





HEALTH CORRIDOR MASTER PLAN

- [illegible]

COMMUNITY ENGAGEMENT

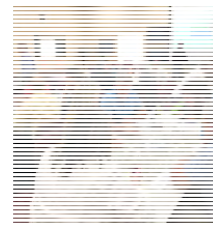
HEALTH CORRIDOR MASTER PLAN

Rate the importance of each in developing the Health Corridor Study Area



SURVEY RESULTS

HEALTH CORRIDOR MASTER PLAN



VISIONING WORKSHOP

HEALTH CORRIDOR MASTER PLAN



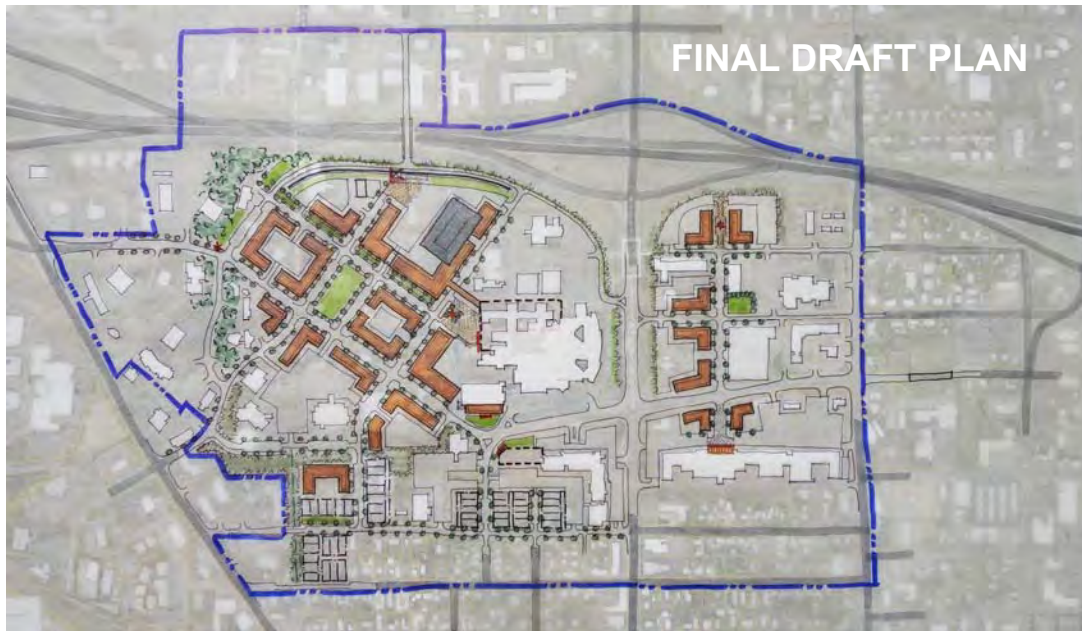
DOOR TO DOOR AND POP-UP MEETING

HEALTH CORRIDOR MASTER PLAN

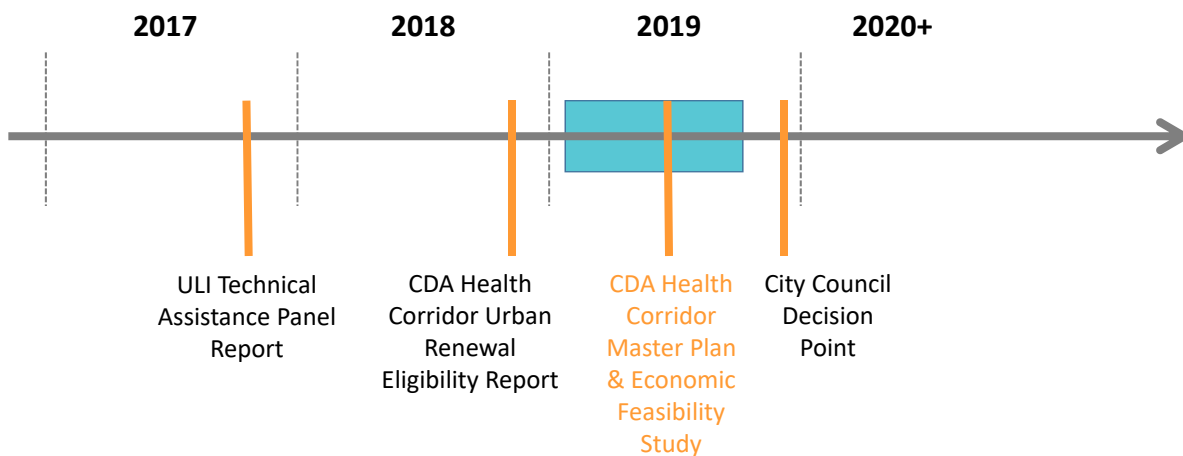


DESIGN CHARRETTE

HEALTH CORRIDOR MASTER PLAN



HEALTH CORRIDOR MASTER PLAN



PROCESS AND NEXT STEPS

HEALTH CORRIDOR MASTER PLAN

LEGEND



EXISTING ROAD



NEW ROAD



FUTURE BUILDING
(development opportunity)



PARKING STRUCTURE



PARK SPACE



NATURALIZED AREA

ANNOUNCEMENTS

Memo to Council

DATE: July 9, 2019

RE: Appointments to Boards/Commissions/Committees

The following reappointments are presented for your consideration for the July 16th Council Meeting:

CHRISTIE WOOD

JIM LIEN

MIKE MCDOWELL

Parks & Recreation Commission

Parks & Recreation Commission

Parks & Recreation Commission

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Melissa Brandt, Parks & Recreation Staff Support

Memo to Council

DATE: July 9, 2019

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the July 16th Council Meeting:

SAMANTHA TUSKAN

Childcare Commission

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Kelley Setters, Childcare Commission Liaison

CONSENT CALENDAR

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

JULY 2, 2019

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, July 2, 2019 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

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

PLEDGE OF ALLEGIANCE: Councilmember McEvers led the Pledge of Allegiance.

PUBLIC COMMENTS:

Barbra Fillmore, President of the Tubbs Hill Foundation, invited the community to the First Annual Scott Reed and Art Manley Post-4th of July Tubbs Hill Clean-up Event. It will be held from 9:00 a.m. to noon on Monday, July 8, 2019 with a free ice cream social around 11:30 a.m.

COUNCIL ANNOUNCEMENTS:

Councilmember Evans shared that the Arts Commission and City completed the installation of the Viking Ship bike rack by artist Tyree Riggs at the lower level of the Library and encouraged citizens to use it.

Councilmember Miller noted that on July 17, 2019 from 1:00 -3:00 p.m. in the Library Community Room, the City will host a Developer meeting regarding the Atlas Waterfront project. Information continues to be updated on the city website at cdaid.org/atlaswaterfront.

Councilmember Gookin expressed his desire for the community to have a nice and safe 4th of July.

CONSENT CALENDAR: Motion by McEvers, seconded by Evans, to approve the Consent Calendar, including **Resolution No. 19-024**.

1. Approval of Council Minutes for the June 18, 2019 Council Meeting.
2. Approval of Minutes for the June 24, 2019 Public Works Committee Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for Monday, July 8, 2019 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearing on July 16, 2019 (Legislative) A-3-19 -A proposed 6.125 acre annexation from County Rural Industrial to R-1 zoning district; Location: 4176 E. Potlatch Hill Road; Applicant: Virginia Tate
6. Final Plat approval for SS-19-03 – Legends Park; Location: 1820 W. Legends Parkway, South side of Golf Course Road between Legends Parkway and Ramsey Road
7. **RESOLUTION NO. 19-024** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH GLACIER 5050 KATHLEEN, LLC, FOR A FUTURE DRIVEWAY APPROACH, AND ACCEPTANCE OF THE BID OF AND AUTHORIZING AN AGREEMENT WITH ROAD PRODUCTS, INC., FOR THE 2019 CHIP SEAL PROJECT.

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

RESOLUTION NO. 19-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH O'KEEFE DRILLING COMPANY, INC., FOR THE NEW HUETTER WELL PROJECT.

STAFF REPORT: Assistant Water Superintendent Kyle Marine noted that the City held a Bid Opening on June 21, 2019 and one responsive bid was received by O'Keefe Drilling Company, Inc. He noted that, in anticipation of growth, this well is intended to serve the northwest portion of the City and the test well proved that the site would be a good site for the well. The project will include the drilling of a 24" production well by dual rotary method with a target depth of 363 feet. The new well is intended to produce 4000 to 5000 GPM. The bid received from O'Keefe Drilling Company, Inc. was in the amount of \$317,160.00. This is a budgeted line item for FY 2019 and was set at \$500,000, which is lower than anticipated.

DISCUSSION: Councilmember McEvers asked if the City has used a dual rotary method before. Mr. Marine noted that they have not; however, it has been used in the region and creates a much better chance of drilling straight for the region's soil conditions. Councilmember Edinger asked if they were concerned about receiving only one bid. Mr. Marine noted that due to the good economy, contractors are really busy and not many people do the dual rotary drilling, so they are not surprised by the single bid. Councilmember Gookin asked if the City's system goes to the Huetter well and/or where will it be used. Mr. Marine noted that this will be used for the lower zone of the city, as they are unable to connect to the aquifer in the lower zone, so this gives the quantity and conditions they like for that area. Councilmember Gookin asked how the

unspent budgeted funds will be used. Mr. Marine noted that part of the funds will be used for road and site improvements and anything remaining will roll to next year.

MOTION: Motion by McEvers , seconded by Edinger to authorize **Resolution No. 19-025**, Approval of an Agreement with O’Keefe Drilling Company Inc. for the Huetter Well Project.

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

MOTION: Motion by Gookin, seconded by McEvers to enter into Executive Session pursuant to Idaho Code 74-206 (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated, and (i) to engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

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

The Mayor recused himself from Executive Session due to a conflict of interest.

The City Council entered into Executive Session at 6:11 p.m. Those present were the City Council, City Clerk, City Administrator, and City Attorney. Council returned to regular session at 6:25 p.m.

MOTION: Motion by Gookin, seconded by English to deny the request to reconsider the SP-1-19 appeal hearing, as no new evidence was presented. **Motion carried.**

RECESS: Motion by Gookin, seconded by Edinger to recess to July 10, 2019 at 4:00 p.m. in the Library community Room located at 702 E. Front Avenue for a workshop regarding the Fiscal Year 2019-2020 Budget. **Motion carried.**

The meeting recessed at 6:26 p.m.

ATTEST:

Woody McEvers, Council President

Renata McLeod, City Clerk

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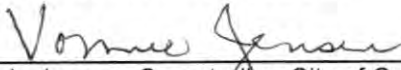
JUL 9 2019

CITY CLERK

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

FUND	BALANCE 5/31/2019	RECEIPTS	DISBURSE- MENTS	BALANCE 6/30/2019
<u>General-Designated</u>	\$1,769,716	\$41,248	\$40,588	\$1,770,376
<u>General-Undesignated</u>	9,686,164	4,326,464	5,640,244	8,372,384
<u>Special Revenue:</u>				
Library	129,821	105,734	199,877	35,678
CDBG	19,301	11,783	8,585	22,499
Cemetery	60,124	47,644	27,456	80,312
Parks Capital Improvements	1,083,192	1,117,487	19,485	2,181,194
Impact Fees	3,644,189	90,684	195,000	3,539,873
Annexation Fees	19,485	39		19,524
Cemetery P/C	1,451,440	750	9,948	1,442,242
Jewett House	40,396	5,027	10,835	34,588
Reforestation	24,807	50		24,857
Street Trees	206,224	9,417	17,782	197,859
Community Canopy	3,030	6		3,036
Public Art Fund	66,072	133	15,000	51,205
Public Art Fund - ignite	591,882	1,198		593,080
Public Art Fund - Maintenance	98,035	1,278	1,098	98,215
<u>Debt Service:</u>				
2015 G.O. Bonds	543,269	27,493		570,762
<u>Capital Projects:</u>				
Street Projects	1,182,648	330,959	1,008	1,512,599
Atlas Waterfront Project	(140,471)	140,471		-
<u>Enterprise:</u>				
Street Lights	(19,804)	58,262	13,284	25,174
Water	3,125,470	471,373	755,237	2,841,606
Water Capitalization Fees	7,267,375	116,912		7,384,287
Wastewater	9,512,861	1,012,436	1,119,983	9,405,314
Wastewater - Equip Reserve	1,233,852	27,500		1,261,352
Wastewater - Capital Reserve	500,000			500,000
WWTP Capitalization Fees	2,213,670	269,871		2,483,541
WW Property Mgmt	60,668			60,668
Sanitation	1,605,731	363,003	423,578	1,545,156
Public Parking	42,550	65,073	35,539	72,084
Drainage	1,112,159	91,777	155,089	1,048,847
Wastewater Debt Service	1,056,595	266,251	450	1,322,396
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	238,271	232,512	238,271	232,512
LID Advance Payments	-			-
Police Retirement	996,942	14,605	21,028	990,519
Sales Tax	668	3,190	2,145	1,713
BID	253,336	4,713		258,049
Homeless Trust Fund	441	392	443	390
GRAND TOTAL	\$49,680,109	\$9,255,735	\$8,951,953	\$49,983,891

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


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

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
June 30, 2019

RECEIVED

JUL 9 2019

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2019	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$253,438	\$179,895	71%
	Services/Supplies	11,400	5,442	48%
Administration	Personnel Services	299,969	149,226	50%
	Services/Supplies	20,200	1,857	9%
Finance	Personnel Services	683,971	491,628	72%
	Services/Supplies	498,800	479,905	96%
Municipal Services	Personnel Services	1,236,651	932,184	75%
	Services/Supplies	628,479	485,154	77%
	Capital Outlay	16,000	16,650	104%
Human Resources	Personnel Services	312,985	215,380	69%
	Services/Supplies	74,125	39,261	53%
Legal	Personnel Services	1,178,684	876,271	74%
	Services/Supplies	53,253	57,366	108%
Planning	Personnel Services	594,382	437,191	74%
	Services/Supplies	133,600	56,673	42%
	Capital Outlay			
Building Maintenance	Personnel Services	378,357	248,269	66%
	Services/Supplies	157,475	93,243	59%
	Capital Outlay	17,000	10,410	
Police	Personnel Services	13,247,773	9,498,397	72%
	Services/Supplies	1,309,691	966,718	74%
	Capital Outlay			
Fire	Personnel Services	9,439,387	6,906,687	73%
	Services/Supplies	607,909	377,948	62%
	Capital Outlay		38,352	
General Government	Services/Supplies	86,850	338,266	389%
	Capital Outlay		29,521	
Police Grants	Personnel Services	115,292	72,229	63%
	Capital Outlay		64,030	
CdA Drug Task Force	Services/Supplies	40,000	1,200	3%
	Capital Outlay	60,000		
Streets	Personnel Services	2,990,394	2,215,244	74%
	Services/Supplies	1,694,650	943,912	56%
	Capital Outlay	241,500	737,173	305%
Parks	Personnel Services	1,553,223	1,032,497	66%
	Services/Supplies	583,350	347,327	60%
	Capital Outlay	165,000	124,963	76%

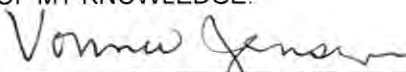
CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
June 30, 2019

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2019	PERCENT EXPENDED
Recreation	Personnel Services	550,643	391,287	71%
	Services/Supplies	191,780	104,691	55%
	Capital Outlay	20,000	17,950	90%
Building Inspection	Personnel Services	886,775	620,424	70%
	Services/Supplies	39,410	18,119	46%
	Capital Outlay	33,935	32,797	97%
Total General Fund		<u>40,406,331</u>	<u>29,655,735</u>	<u>73%</u>
Library	Personnel Services	1,322,388	982,263	74%
	Services/Supplies	222,000	172,825	78%
	Capital Outlay	180,000	118,432	66%
CDBG	Services/Supplies	408,854	145,814	36%
Cemetery	Personnel Services	202,455	115,911	57%
	Services/Supplies	102,500	53,051	52%
	Capital Outlay	85,000	54,085	
Impact Fees	Services/Supplies	521,500	70,974	14%
Annexation Fees	Services/Supplies	286,000	286,000	100%
Parks Capital Improvements	Capital Outlay	131,500	176,337	134%
Cemetery Perpetual Care	Services/Supplies	207,000	128,922	62%
Jewett House	Services/Supplies	30,955	16,170	52%
Reforestation	Services/Supplies	8,000	6,140	77%
Street Trees	Services/Supplies	100,000	60,296	60%
Community Canopy	Services/Supplies	2,000	959	48%
Public Art Fund	Services/Supplies	348,500	117,182	34%
		<u>4,158,652</u>	<u>2,505,362</u>	<u>60%</u>
Debt Service Fund		<u>876,931</u>	<u>58,114</u>	<u>7%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
June 30, 2019

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2019	PERCENT EXPENDED
Seltice Way	Capital Outlay		36,689	
Seltice Way Sidewalks	Capital Outlay	72,000	3,500	5%
Traffic Calming	Capital Outlay	40,000	135	0%
Govt Way - Hanley to Prairie	Capital Outlay		195,536	
US 95 Upgrade	Capital Outlay			
Kathleen Avenue Widening	Capital Outlay	195,000		
Margaret Avenue	Capital Outlay			
4th and Dalton	Capital Outlay	50,000		
US 95 Upgrade	Capital Outlay	195,000		
15th Street	Capital Outlay	25,000	2,548	10%
Ironwood	Capital Outlay			
Downtown Signal Imprvmnts	Capital Outlay	154,000	2,000	
Atlas Waterfront Project	Capital Outlay		197,425	
		<u>731,000</u>	<u>437,833</u>	<u>60%</u>
Street Lights	Services/Supplies	650,050	416,759	64%
Water	Personnel Services	2,073,534	1,502,320	72%
	Services/Supplies	4,580,300	1,149,398	25%
	Capital Outlay	5,543,500	1,118,721	20%
Water Capitalization Fees	Services/Supplies	1,700,000		
Wastewater	Personnel Services	2,793,403	2,021,147	72%
	Services/Supplies	6,562,993	1,902,117	29%
	Capital Outlay	8,224,700	3,499,607	43%
	Debt Service	2,178,563	1,011,385	46%
WW Capitalization	Services/Supplies	1,000,000		
Sanitation	Services/Supplies	4,154,083	2,929,795	71%
Public Parking	Services/Supplies	289,880	281,769	97%
	Capital Outlay		379,654	
Drainage	Personnel Services	115,166	85,096	74%
	Services/Supplies	764,458	309,611	41%
	Capital Outlay	920,000	518,475	56%
Total Enterprise Funds		<u>41,550,630</u>	<u>17,125,854</u>	<u>41%</u>
Kootenai County Solid Waste		2,600,000	1,796,561	69%
Police Retirement		180,760	134,153	74%
Business Improvement District		176,000		
Homeless Trust Fund		5,200	3,675	71%
Total Fiduciary Funds		<u>2,961,960</u>	<u>1,934,389</u>	<u>65%</u>
TOTALS:		<u>\$90,685,504</u>	<u>\$51,717,287</u>	<u>57%</u>

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



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

RECEIVED

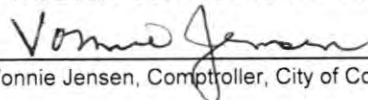
JUL 9 2019

CITY CLERK

City of Coeur d Alene
Cash and Investments
6/30/2019

Description	City's Balance
U.S. Bank	
Checking Account	3,073,020
Checking Account	29,573
Investment Account - Police Retirement	975,020
Investment Account - Cemetery Perpetual Care Fund	1,442,242
Wells Fargo Bank	
Federal Home Loan Bank Bond	1,003,293
First Interstate Bank	
Certificate of Deposit	1,021,141
Certificate of Deposit	209,701
Idaho Central Credit Union	
Certificate of Deposit	261,010
Idaho State Investment Pool	
State Investment Pool Account	41,706,899
Spokane Teacher's Credit Union	
Certificate of Deposit	259,866
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
Total	<u>49,983,891</u>

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



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

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: July 8, 2019
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-19-02, Vacation of a portion of Hanley Avenue right-of-way adjoining the north boundary of Lots 1 - 4, Block 1, Hern Industrial Park and Tax Number 21582 in the City of Coeur d'Alene.**

DECISION POINT

The applicant, Chris M. Clark, Tri-State Consulting Engineers, Inc., is requesting the vacation of right-of-way along the South side of Hanley Avenue, between Carrington Lane and Atlas Road.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Hawks Nest plat in 2006.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 1.021 Acres (44,465 Square Feet) to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate the existing right-of-way between the north line of section 33 and the existing fence line north of it. The reason for the requested vacation is to formalize the property boundary as it was agreed upon and established by the City of Coeur d'Alene and John Hern with the exception of the area necessary for the city's proposed pathway. All utilities are existing and in place, and there is no foreseeable use for this additional right-of-way. Therefore, the vacation of this portion of right-of-way adjoining this parcel would not impact the City and would be a benefit to the property owner. The Development Review Team was informed about this vacation and did not have any concerns.

RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on August 6, 2019.

HERN PROPERTY VACATION

VICINITY MAP



1

1

DRAWN BY:
CMC

SCALE:
H: 1"= 2,000
V: N/A

PROJECT NUMBER
19.014

TRI-STATE
CONSULTING ENGINEERS INC.

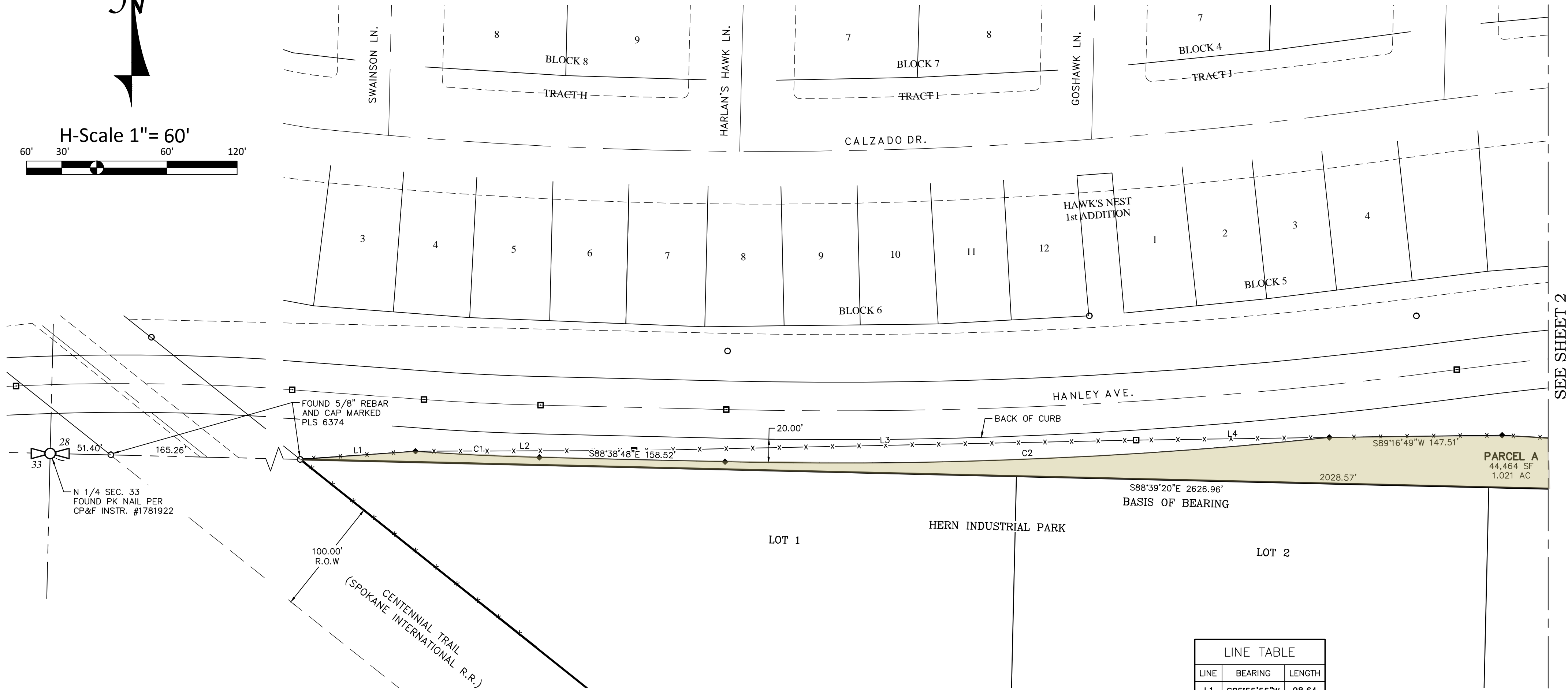
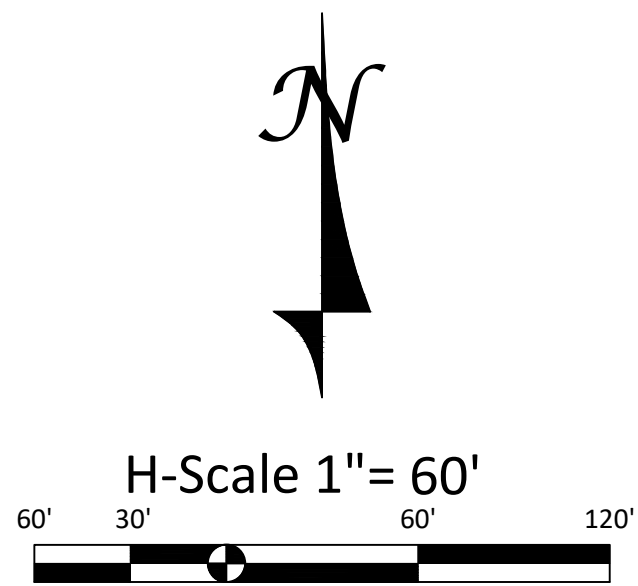
**ENGINEERS
PLANNERS**

1859 N. Lakewood Dr.
Suite 103
Coeur d' Alene, ID 83814
Office (208) 665-9502
Fax (208) 665-9507

RECORD OF SURVEY

ADDITIONAL RIGHT-OF-WAY FOR HANLEY AVENUE, TAX #21581, AND TAX #21582
A PORTION THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#



LEGEND

- FOUND 5/8" REBAR AND CAP MARKED PLS 9367, OR AS NOTED
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◇ FOUND 5/8" REBAR AND CAP MARKED PLS 11119, OR AS NOTED
- ◆ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ⊙ FOUND 1 1/2" ALUMINUM CAP MARKED PLS 9367, OR AS NOTED
- ▣ CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ 1/16 SECTION CORNER AS NOTED
- ③ CENTER SECTION CORNER AS NOTED
- ⊖ E-W 1/4 SECTION CORNER AS NOTED
- ⊗ N-S 1/4 SECTION CORNER AS NOTED
- ⊕ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- R.O.W. RIGHT-OF-WAY
- X— EXISTING FENCE LINE

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY DUSTY B. OBERMAYER, PLS 11119. RECORDED IN BOOK 25 OF SURVEYS AT PAGE 165, AS INSTRUMENT NO. 2119879000.
- R-2 PLAT OF HAWK'S NEST 1ST ADDITION BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK K OF PLATS AT PAGES 94-94F, AS INSTRUMENT NO. 2139756000.
- R-3 PLAT OF HERN INDUSTRIAL PARK CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK L OF PLATS AT PAGES 310-310A-310C, AS INSTRUMENT NO. 2681034000.

BASIS OF BEARING

AS SHOWN HEREON THE BASIS OF BEARING FOR THIS SURVEY IS S88°39'20"E ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST.

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

RECORDER'S CERTIFICATE

THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, COUNTY OF KOOTENAI, STATE OF IDAHO, AT THE REQUEST OF JOHNSON SURVEYING

ON DATE _____ AT _____ O'CLOCK ____ M


AS INSTRUMENT _____ IN BK. _____ OF SURVEYS AT PG. _____

BY _____
DEPUTY,
JIM BRANNON, RECORDER. FEE: _____

LINE TABLE		
LINE	BEARING	LENGTH
L1	S85°55'55"W	98.64
L2	N89°49'45"E	186.65
L3	N88°48'39"E	428.60
L4	N89°11'23"E	164.92

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CRD. DIST.	CHORD
C1	2044.50'	2°58'04"	105.90'	105.88'	S87°09'46"E
C2	4044.50'	7°19'06"	516.61'	516.26'	N87°41'40"E
C3	2550.00'	1°13'44"	54.69'	54.69'	N74°45'25"W



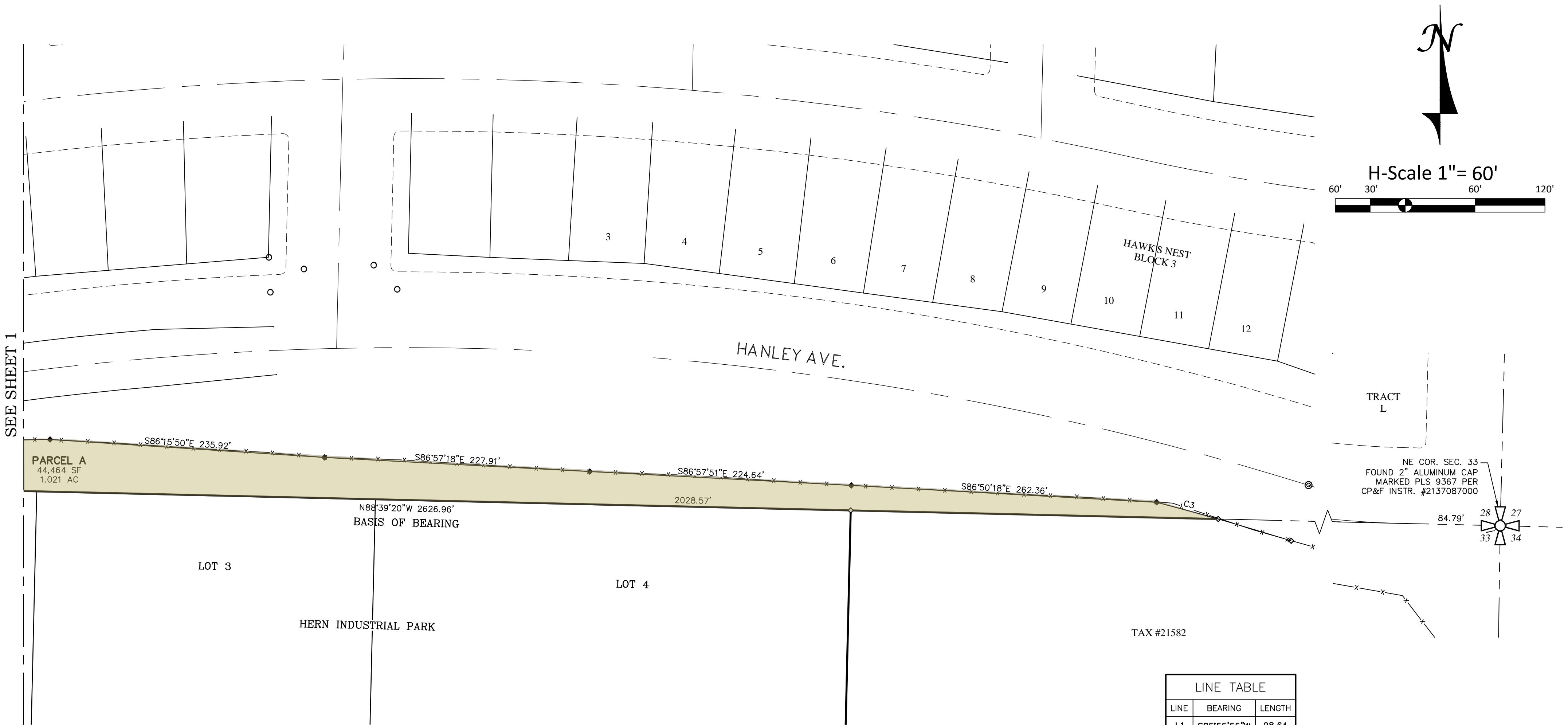
RECORD OF SURVEY					
NE 1/4 SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO					
DATE SURVEYED: JULY 2016	DRAFTED BY: BAG	PLOT DATE: 6/25/2019	SHEET		P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 16-148 ROS	CHECKED BY: CJJ	PROJECT No.: 16-148	1 2		

Johnson
Surveying

RECORD OF SURVEY

ADDITIONAL RIGHT-OF-WAY FOR HANLEY AVENUE, TAX #21581, AND TAX #21582
A PORTION THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#



LEGEND

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- ⊕ 1/16 SECTION CORNER AS NOTED
- ③ CENTER SECTION CORNER AS NOTED
- ⊕ E-W 1/4 SECTION CORNER AS NOTED
- ⊕ N-S 1/4 SECTION CORNER AS NOTED
- ⊕ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- R.O.W. RIGHT-OF-WAY
- X— EXISTING FENCE LINE

SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367

DATE



LINE TABLE		
LINE	BEARING	LENGTH
L1	S85°55'55"W	98.64
L2	N89°49'45"E	186.65
L3	N88°48'39"E	428.60
L4	N89°11'23"E	164.92

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CRD. DIST.	CHORD
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C2	4044.50'	7°19'06"	516.61'	516.26'	N87°41'40"E
C3	2550.00'	1°13'44"	54.69'	54.69'	N74°45'25"W

RECORD OF SURVEY

NE 1/4 SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST,
B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: JULY 2016

DRAFTED BY: BAG

PLOT DATE: 6/25/2019

FILE NAME: 16-148 ROS

CHECKED BY: CJJ

PROJECT No.: 16-148

SHEET
2
2

J

ohnson

surveying

P.O. Box 2544 Post Falls, ID 83877

208-660-2351

johnsonsurveyingnw.com

DATE: JULY 11, 2019

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: AUGUST 20, 2019

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>
0-1-19	Applicant: City of Coeur d'Alene Request: A proposed amendment to the Accessory Dwelling Unit Code	Recommended approval	LEGISLATIVE

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **August 20, 2019**

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kelley Setters 7.10.19
 Department Name / Employee Name / Date

Request made by: Donna Favor
 Name / Phone

1036 N 23RD St COA, ID 83814
 Address

The request is for: / / Repurchase of Lot(s)
 / ☒ Transfer of Lot(s) from Frank & Donna Favor to Vonnie A. Favor

Niche(s): NCD . , .

Lot(s): 23 , , , . Block: Section:

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 (\$ 40.00) attached**.

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

 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 \$ _____ per lot.

 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: _____
 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.

CITY COUNCIL STAFF REPORT

DATE: July 16, 2019
FROM: Dennis Grant, Streets & Engineering Project Manager
SUBJECT: **SS-19-05, Charlie's Landing: Final Plat, Subdivision Improvement Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential (R-12) subdivision.
2. City Council approval of the furnished subdivision improvement agreement and security.

HISTORY

- a. Applicant: Darren Miller, Manager
Jordan House, LLC
986 Victorian Drive
Coeur d'Alene, ID 83814
- b. Location: Southeast corner of 7th Street and Locust Avenue Intersection.
- c. Previous Action:
 1. Preliminary plat approval, June 28, 2019

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$10,650.00 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 (Installation of a sanitary sewer manhole per City Standards) 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 August 30th, 2019.

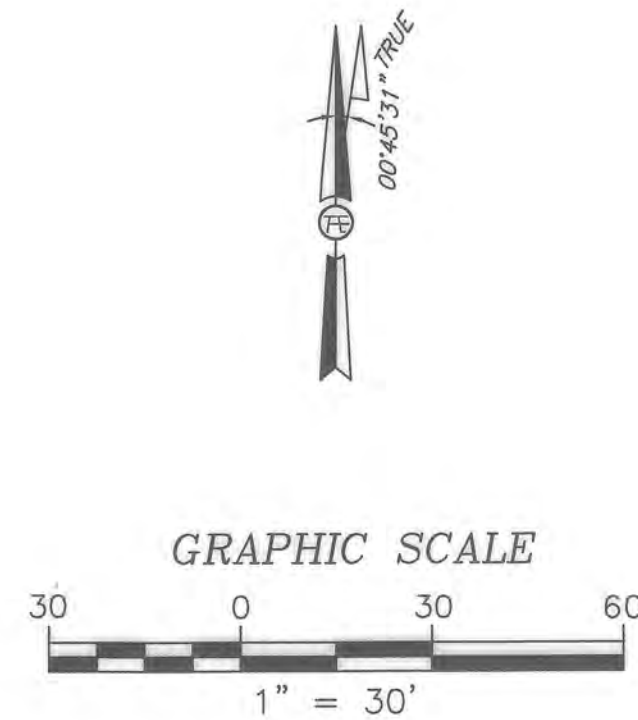
DECISION POINT RECOMMENDATION

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

CHARLIE'S LANDING

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 12,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

BOOK _____ PAGE _____
No. _____



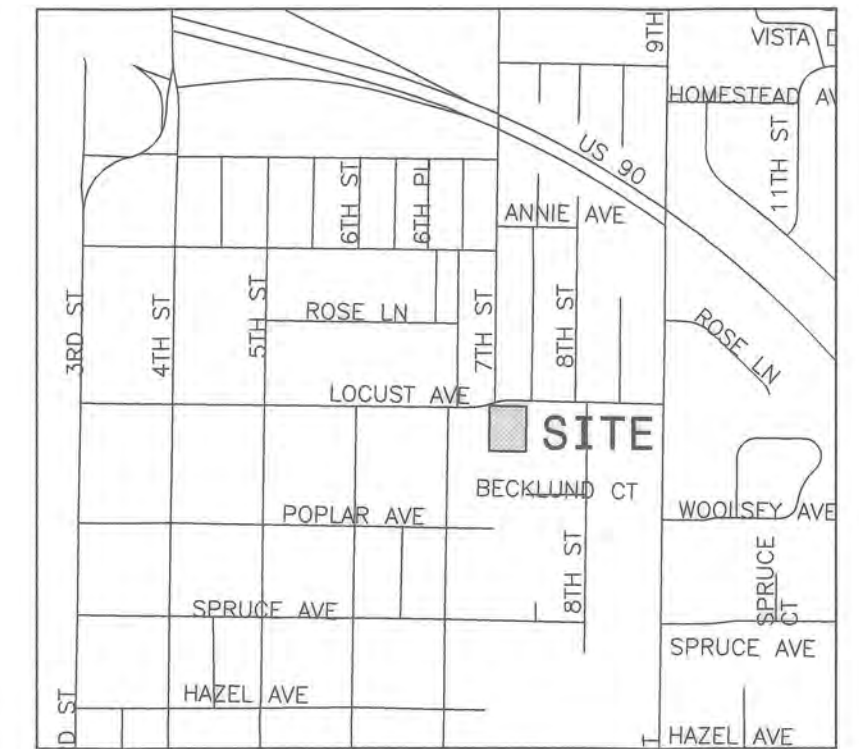
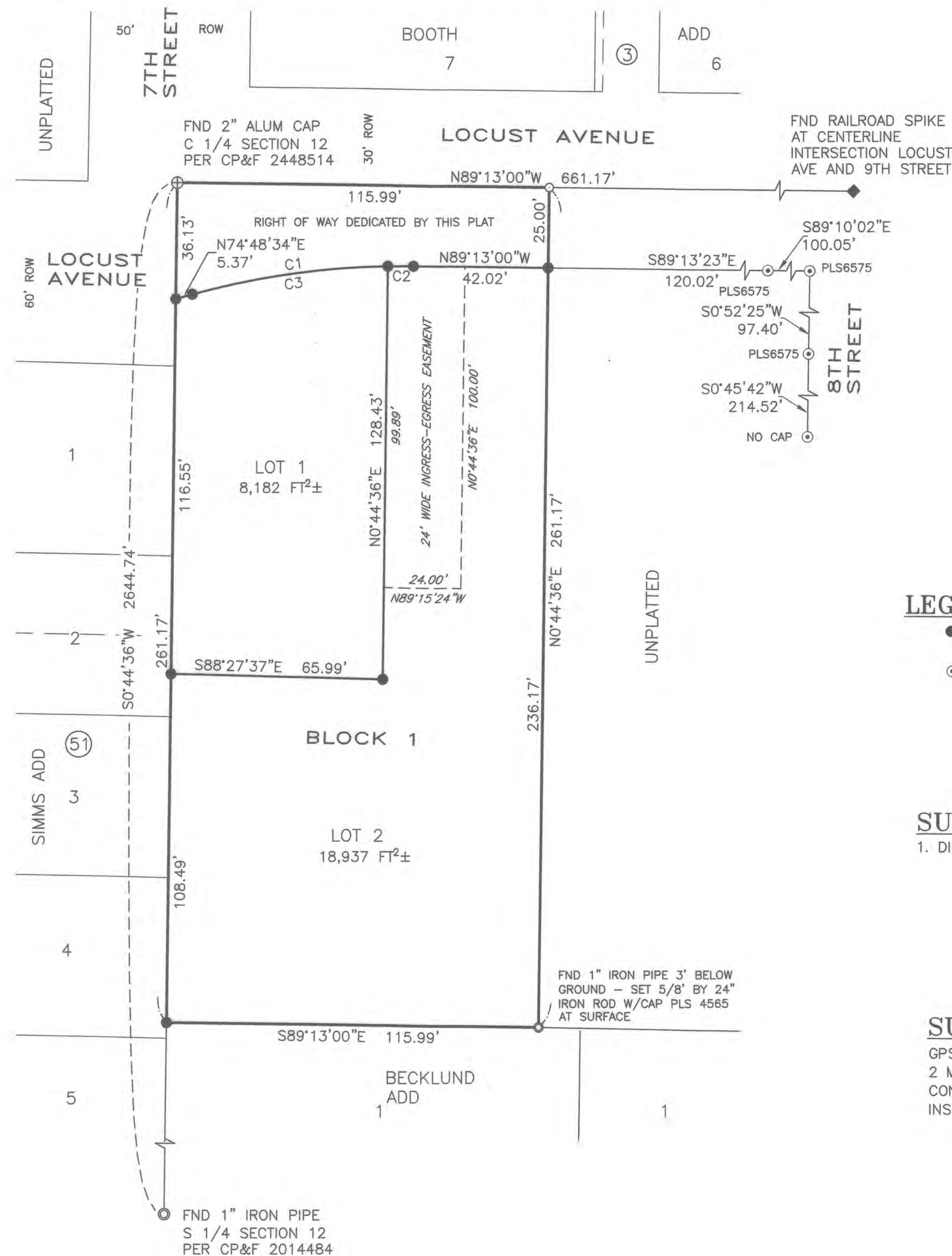
Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C1	250.00	69.70	15°58'26"	S82° 47' 47"W	69.47
C2	250.00	7.98	1°49'45"	S89° 52' 08"W	7.98
C3	250.00	61.72	14°08'41"	S81° 52' 55"W	61.56

BASIS OF BEARING

THE BASIS OF BEARING IS THE IDAHO WEST ZONE STATE PLANE
- NAD 1983 BASED ON GPS OBSERVATION AT N 2200398.34,
E 2372138.47 (GROUND COORD), GRID CONVERGENCE ANGLE
-0°45'31", CAF 1.00010094.

RECORD DRAWINGS

NUMBER	TYPE	BOOK	PAGE	DATE	BY
(R1)	PLAT-SIMMS ADD	BK. B	PG. 57	1905	EDWARDS
(R2)	PLAT- BOOTH ADD	BK. B	PG. 69	1905	TODD
(R3)	PLAT-BECKLUND ADD	BK. E	PG.176	1974	MECKEL
(R4)	UNRECORDED SURVEY			1955	SONIVILLE
(R5)	UNRECORDED SURVEY			1973	LEPARD
(R6)	RECORD OF SURVEY	BK. 2	PG. 72	1980	MECKEL
(R7)	RECORD OF SURVEY	BK. 10	PG. 112	1981	MONACO
(R8)	RECORD OF SURVEY	BK. 24	PG. 283	2006	HODGE



VICINITY MAP
(NOT TO SCALE)

LEGEND

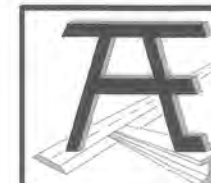
- SET 5/8" BY 24" IRON ROD W/PLASTIC CAP MKD PLS 4565
- ⊙ FD. 5/8" IRON ROD - AS NOTED

SURVEY NOTES

- DIMENSIONS SHOWN ARE US SURVEY FEET.

SURVEY METHODS

GPS - TRIMBLE R10 W/GNSS USING RTK WITH
2 MEASUREMENTS AT EACH POSITION
CONVENTIONAL-TRAVERSES WITH TOPCON GTS 235
INST.



Tate Engineering, Inc.
417 East Indiana Ave.
Coeur d'Alene, Idaho, 83814
(208) 676-8708 e-mail: info@tate-eng.com

PROJECT #: 19.069	DATE: May, 2019	SCALE: 1"= 30'	PAGE 1 OF 2
DRAWING: 19.069Plat	CHECKED: EMW	DRAWN BY: emw	

CHARLIE'S LANDING
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 12,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

BOOK _____ PAGE _____
No. _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS that Jordan House, LLC, an Idaho limited liability company and Stephen Richardson, an unmarried man are the owners of the hereinafter described property and intends to include said property within this platting.

A portion of the Southeast 1/4 of Section 12, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows.

Commencing at a found aluminum cap monumenting the Center 1/4 Corner of said Section 12 (from which a found iron pipe monumenting the South 1/4 Corner of said Section 12 bears South 0°44'36" West a distance of 2644.74 feet), said aluminum cap being the REAL POINT OF BEGINNING

thence along the north-south center of section line of said Section 12 (being also the easterly boundary of Simms Addition as recorded in Book B of Plats at Page 57, Records of Kootenai County, Idaho) South 0°44'36" West a distance of 261.17 feet to a set iron rod; thence leaving said north-south center of section line along the northerly boundary of the Becklund Addition (as recorded in Book E of Plats at Page 176, records of Kootenai County, Idaho) South 89°13'00" East a distance of 115.99 feet to a found iron pipe (over which was set an iron rod); thence leaving said northerly boundary North 0°44'36" East a distance of 261.17 feet to a point on the southerly right of way of Locust Avenue as shown on the plat of the Booth Addition (as recorded in Book B of Plats at Page 69, Records of Kootenai County, Idaho); thence along said southerly right of way North 89°13'00" West a distance of 115.99 feet to the REAL POINT OF BEGINNING.

Comprising 0.695 acres, more or less. Right of way for Locust Avenue, as shown hereon, is hereby dedicated to the City of Coeur d'Alene. The 24' wide ingress-egress easement shown on Lot 2 is granted for the use of Lot 1 and is not granted to the public.

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


Jordan House, LLC
by: Darren Miller
its: Manager


Stephen Richardson

ACKNOWLEDGMENT

State of Idaho }
County of Kootenai } ss.

This record was acknowledged before me on July 8th, 2019 by Darren Miller as Manager of Jordan House, LLC.




Joeline Kuenkler
Notary Public
My Commission Expires 9-27-2023

ACKNOWLEDGMENT

State of Idaho }
County of Kootenai } ss.

This record was acknowledged before me on July 8th, 2019 by Stephen Richardson, an unmarried man.




Joeline Kuenkler
Notary Public
My Commission Expires 9-27-2023

COUNTY TREASURER

I hereby certify that on this 9th day of July, 2019, the required taxes on the herein platted land have been paid through December 31, 2018.


Laurie Thomas
Kootenai County Treasurer Chief Deputy

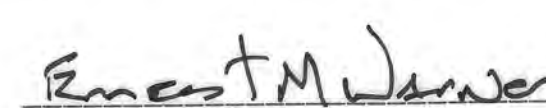

COUNTY RECORDER

I hereby certify that this Plat of Charlie's Landing was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of _____ this _____ day of _____, 20____, and was duly recorded in Plat Book _____, at Pages ____ and ____ as Instrument Number _____.

By: _____ Deputy Clerk Fee: _____
Kootenai County Clerk - Jim Brannon

SURVEYOR'S CERTIFICATE

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


ERNEST M. WARNER, P.L.S.

July 5, 2019
REG. NO. 4565

CITY OF COEUR D'ALENE

This plat has been examined by the Coeur d'Alene City Council and is hereby approved for filing this _____ day of _____, 20____.

Clerk - City of Coeur d'Alene

CITY ENGINEER

I hereby certify this 10th day of July, 2019, that I have examined this subdivision plat and approve the same for filing.


Clayton Bailey PE # 10804
Engineer - City of Coeur d'Alene

PANHANDLE HEALTH DISTRICT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on QLPE from the City of Coeur d'Alene review and approval for the design plans and specifications and the conditions imposed on the developer for continued satisfaction of sanitary restrictions. Water and sewer lines have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1323, Idaho Code, by the issuance of a certificate of disapproval.

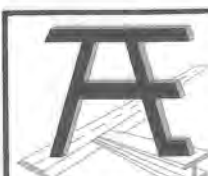
Date: 7-8-19 Health District Signature: 

COUNTY SURVEYOR

I hereby certify that on this _____ day of _____, 20____, I have examined this Plat of Charlie's Landing and approved the same for filing.

Kootenai County Surveyor



 <div>Tate Engineering, Inc. 417 East Indiana Ave. Coeur d'Alene, Idaho, 83814 (208) 676-8708 e-mail: info@tate-eng.com</div>			
PROJECT #: 19.069	DATE: May, 2019	SCALE: 1"= 30'	PAGE 2 OF 2
DRAWING: 19.069Plat	CHECKED: EMW	DRAWN BY: emw	

RESOLUTION NO. 19-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT, FINAL PLAT, AND SECURITY TO COMPLETE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS "CHARLIE'S LANDING" (SS-19-05).

WHEREAS, it is recommended that the City of Coeur d'Alene approve a Subdivision Improvement Agreement, Final Plat, and Security to complete improvements for the subdivision known as "Charlie's Landing," pursuant to 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, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve a Subdivision Improvement Agreement, Final Plat, and Security to complete improvements for the subdivision known as "Charlie's Landing" 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 July, 2019.

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 MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

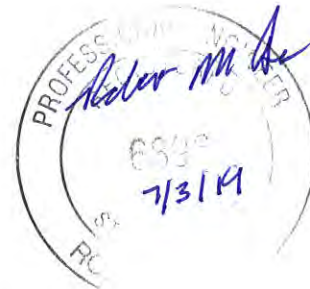
COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

Tate Eng LS PLLC
417 E Indiana
Coeur d'Alene, Idaho 83814
676-8708

EXHIBIT 'A'

OPINION OF PROBABLE COST					
DATE: July 3,2019			PROJECT NO:		
PROJECT Terminal Manhole					
CLIENT Darren Miller					
ITEM NO:	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
	Wastewater System				
1	Mobilization	1	ls	\$800.00	\$800.00
2	9 foot Manhole	1	ls	\$2,800.00	\$2,800.00
3	Bedding and Backfill	1	ls	\$1,500.00	\$1,500.00
4	Asphalt Surface Repair	20	sq-yd	\$100.00	\$2,000.00
	Sub-Total				\$7,100.00
SUB-TOTAL					\$7,100.00
Bond Amount (150%)					\$10,650.00



AGREEMENT TO PERFORM SUBDIVISION WORK

Charlie's Landing (SS-19-05)

THIS AGREEMENT made this 16th day of July, 2019 between Darren Miller, Manager, Jordan House, LLC, whose address is 986 Victorian Drive, Coeur d'Alene, ID 83814, 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 Charlie's Landing, a two (2) lot, residential development in Coeur d'Alene, situated in the Southeast ¼ of Section 12, 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: Installation of a terminus sanitary sewer manhole per City Standards along the frontage of Locust Avenue on or before the 30th day of September, 2019. Said improvements are more particularly described on the submitted estimate of probable construction costs dated July 3, 2019 attached as Exhibit "A", compiled by Robert Tate, PE, #6896 of Tate Engineering, Inc., whose address is 417 E. Indiana Avenue, Coeur d'Alene, ID 83814.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Ten Thousand Six Hundred and Fifty and 00/100 Dollars (\$10,650.00) 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

Steve Widmyer, Mayor

Developer

Darren Miller, Manager
Jordan House, LLC

ATTEST:

Renata McLeod, City Clerk

OTHER BUSINESS



FINANCE DEPARTMENT

710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
(208)769-2225 – FAX (208)769-2284
www.cdaid.org

Finance Department Staff Report

Date: July 16, 2019
From Vonnie Jensen, Comptroller
Subject: Preliminary Budget for FY 2019-20

Decision Point: To approve Resolution No. 19-027 which sets the public hearing date and the high dollar amount (\$97,303,280) in expenditures for the 2019-2020 Fiscal Year Financial Plan (Annual Appropriation).

History: Idaho code requires that the City Council approve an appropriations ordinance each year. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget. The financial plan or budget is the guide and detailed report for establishing these numbers.

Financial analysis: The financial plan is an estimate of revenues and expenditures for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes a 3% increase in property tax revenue, new growth from property taxes but no foregone property taxes..

Decision Point: To approve Resolution No. 19-027 which sets the public hearing date and the high dollar amount for the 2019-2020 Fiscal Year Financial Plan (Annual Appropriation).



Fiscal Year 2019-2020 Preliminary Financial Plan



Asked for but Removed from Submitted Budgets - \$744,971

Administration – Project Coordinator	\$103,172
Human Resources – Citywide Training	\$10,050
Legal Dept - Part-time Legal Assistant	\$24,913
Planning – Increase to 2030	\$30,000
Police – Code Enforcement Officer	\$75,072
Fire – Travel & Training - paramedic	\$12,400
Streets – 2 full-time positions	\$144,845
Streets – Increase to Overlay/Chip Seal	\$50,000
Streets – Tandem Dump Truck	\$265,000
Library – Reference Clerk	\$29,519

Significant Changes to Revenue - General Fund

New Growth	+\$402,945
3% Increase to Tax Budget	+\$655,361
Highway User Tax, Sales Tax & Liquor Tax	+\$477,068
Property Tax Collections Prior Years	+250,000
Transfers In from Other Funds	+\$121,110
Interest	+110,000
Fund Balance	+\$392,754

New Construction History

Tax Year	Tax Dollars
2020	\$402,945,
2019	\$492,918
2018	\$375,549
2017	\$325,934
2016	\$827,349
2015	\$669,966
2014	\$634,197
2017 Deannexation	\$538,311

Tax Levy

FY 2018-19 Non-exempt tax budget	\$21,845,355
3% Increase	\$655,361
New Construction Roll	\$402,945
2015 GO Bond Levy	\$878,932
Total amount to Levy	\$23,782,593

History of Tax Increases

Tax Year	Amount Taken of 3% Allowed	
2020 Proposed	\$655,361	3%
2019	\$-0-	
2018	\$-0-	
2017	\$490,553	2.5%
2016	\$-0-	
2015	\$-0-	
2014	\$-0-	
2013	\$329,432	2%
2012	\$-0-	

Estimated Fund Balance

Unassigned Fund Balance at 9/30/18	\$9,799,963
18/19 Budgeted Use of Fund Balance	(\$607,819)
19/20 Preliminary Budget Use of FB	(\$1,000,573)
18/19 Projected Budget Amendments	(\$819,376)
Health Insurance Trust Fund	(\$1,600,000)
Projected Fund Balance 9/30/2020	\$5,772,195
9/30/18 Fund Balance - % of Expenses	24.05%
Projected 9/30/20 FB - % of Expenses	13.49%

Fiscal Year	Unassigned Fund Balance	Total Amended Budgeted Expenditures	% of Budgeted Expenditures to Fund Balance
2018	\$9,799,963	\$40,744,312	24.05%
2017	\$8,328,872	\$42,979,564	19.38%
2016	\$8,788,602	\$42,263,213	20.79%
2015	\$7,663,870	\$35,598,449	21.53%
2014	\$6,142,590	\$33,788,435	18.18%
2013	\$5,589,570	\$33,806,473	16.53%
2012	\$4,852,673	\$30,743,887	15.78%
2011	\$4,815,782	\$31,794,275	15.15%
2010	\$5,777,938	\$29,821,141	19.38%
2009	\$3,767,834	\$29,502,688	12.77%

Increase in Personnel Expenses Compared to Increase in Budgeted Taxes

Contracted Merit Increase	\$572,325
Contracted COLA Increases – 2.5%	\$648,242
Contracted Wage Adjustment – 1%	\$153,713
PERSI Increase	\$62,765
Total	\$1,437,045
New Growth	\$402,945
3% Increase in Budgeted Taxes	\$655,361
Total	\$1,058,306

Usage of Fund Balance

Fund Balance Budgeted	\$1,000,573
Planning – Comprehensive Plan	\$184,000
Street Dept Building Roof Repair	\$25,000
Police Dept Pump Replacement	\$6,900
Police Department - HVAC	\$95,000
Police Dept – Technology & Radios	\$220,700
Police Department – Vehicles	\$332,240
Fire Department – Furnaces	\$23,000
Street Dept–Pothole Patching Machine	\$80,000
Recreation - ATV	\$9,500
Building Department - Vehicle	\$24,233

City-Wide Personnel Changes

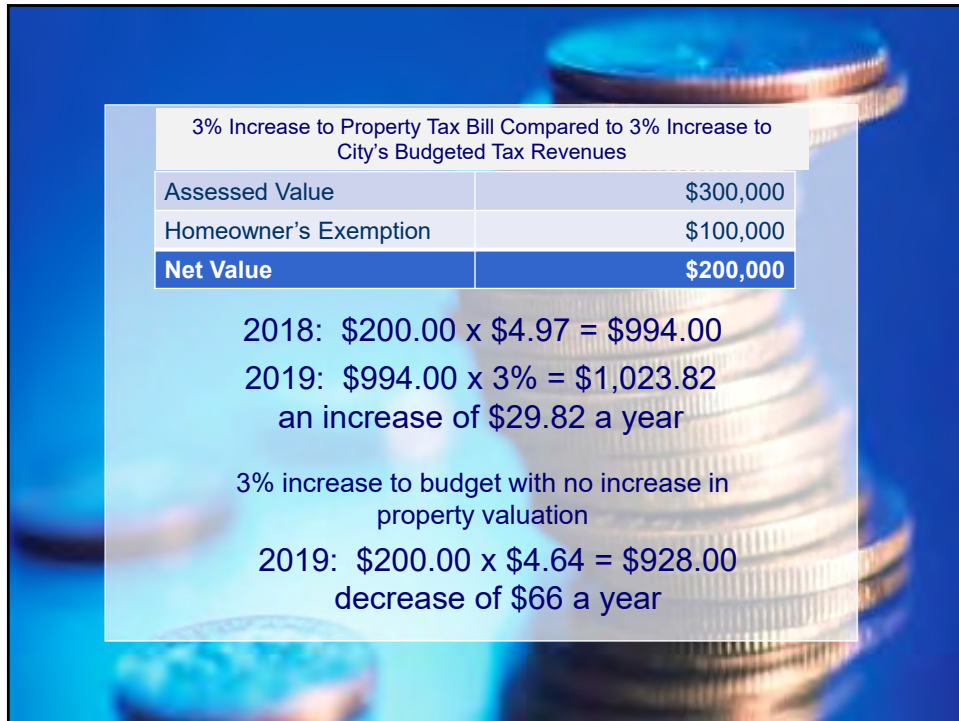
Administration - Project Coordinator	-1 FTE	(\$98,878)
CDBG Administrator 50% to 75% grant funded	+ .25 FTE	\$13,759
Assistant City Attorney 50% to 100%	+ .5 FTE	\$28,033
Police – School Resource Officer	+1 FTE	\$89,000
Building Maintenance Part-time	- .44 FTE	(\$4,447)
Parks Maintenance Worker	+1 FTE	\$72,643
Parks Department Part-time	+ .43 FTE	\$14,195
Wastewater – Collection Operator	+1 FTE	\$72,825

Taxable City Valuation

2020 CDA - Estimated	\$5,183,363,023
Kootenai County Estimated	
2019 Coeur d'Alene	\$4,502,081,793
Kootenai County	\$17,309,825,740
2018 Coeur d'Alene	\$3,972,167,331
Kootenai County	\$15,340,157,680

City Levy Rate

2020 – Estimated with 3%	\$4.64/\$1,000
2019	\$4.97/\$1,000
2018	\$5.51/\$1,000







Estimated Increase (Decrease) to Monthly Tax Bill

0% Increase to Budgeted Tax Revenue with 0%	
Increase in Valuation	(\$7.66)
3% Increase to Budgeted Tax Revenue with 0%	
Increase in Valuation	(\$5.50)
0% Increase to Budgeted Tax Revenue with 10%	
Increase in Valuation	\$3.61
3% Increase to Budgeted Tax Revenue with 4.7%	
Increase in Valuation	\$-0-
3% Increase to Budgeted Tax Revenue with 10%	
Increase in Valuation	\$6.10

Parking Fund Contributions to Parks

Parks Maintenance Worker	\$72,643
Parks - Mower	\$12,000
Parks – Turf Vehicle	\$22,000
Parks - Tractor	\$22,000
Parks - Pickups	\$70,000
Parks Capital Fund – 3 rd St Boat Launch Camera	\$15,000
Parks Capital Fund – Harbor House Lift Station	\$15,000
Parks Capital Fund – Ramsey Park Irrigation	\$75,000
Parks Capital Fund – Tubbs Hill wildfire mitigation	\$40,000
Parks Capital – Misc – Design & Improvements	\$60,000
TOTAL	\$403,643



RESOLUTION NO. 19-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2019-2020, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2019:

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
	ACTUAL	ACTUAL	BUDGET	PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council	232,306	247,765	264,838	264,838
Administration	382,626	349,057	320,169	216,643
Finance Department	1,139,676	1,057,912	1,182,771	1,196,576
Municipal Services	1,644,861	1,788,610	1,881,130	1,818,772
Human Resources	281,626	279,448	387,110	400,097
Legal Department	1,196,573	1,206,832	1,231,937	1,290,632
Planning Department	553,387	640,177	727,982	972,623
Building Maintenance	453,913	488,630	552,832	675,767
Police Department	13,165,412	13,585,672	14,557,464	15,995,975
Drug Task Force	13,097	27,676	100,000	
Police Department Grants	210,860	83,024	115,292	
Fire Department	12,575,064	10,147,902	10,047,296	10,567,453
General Government	1,614,877	1,578,274	86,850	125,750
Streets/Garage	4,538,448	4,471,271	4,926,544	5,034,745
Parks Department	2,092,225	2,120,552	2,301,573	2,495,776
Recreation Department	599,770	748,484	762,423	761,549
Building Inspection	959,708	878,822	960,120	962,737
TOTAL GENERAL FUND EXPENDITURES:	\$ 41,654,429	\$ 39,700,108	\$ 40,406,331	\$ 42,779,933

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
	ACTUAL	ACTUAL	BUDGET	PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	1,563,835	1,628,119	1,724,388	1,785,766
Community Development Block Grant	111,746	145,382	408,854	597,467
Impact Fee Fund	1,101,900	515,319	521,500	360,000
Parks Capital Improvements	195,569	1,710,251	131,500	564,500
Annexation Fee Fund	193,000	398,240	286,000	99,000
Cemetery Fund	319,703	305,729	389,955	369,627
Cemetery Perpetual Care Fund	156,534	156,141	207,000	191,500
Jewett House	15,429	11,998	30,955	28,853
Reforestation/Street Trees/Community Canopy	3,392	101,472	110,000	111,000
Arts Commission	76,675			
Public Art Funds	88,712	176,117	348,500	369,300
TOTAL SPECIAL FUNDS:	\$ 3,826,495	\$ 5,148,768	\$ 4,158,652	\$ 4,477,013
ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	658,543	688,247	650,050	706,000
Water Fund	7,771,847	8,714,812	12,197,334	14,621,311
Wastewater Fund	19,609,963	21,470,818	19,759,659	16,672,037
Water Cap Fee Fund	205,902		1,700,000	3,900,000
WWTP Cap Fees Fund	596,206	620,850	1,000,000	1,250,000
Sanitation Fund	3,291,781	3,829,307	4,154,083	3,959,644
City Parking Fund	603,382	787,125	289,880	1,375,011
Drainage	899,681	1,028,625	1,799,624	1,821,546
TOTAL ENTERPRISE EXPENDITURES:	\$ 33,637,305	\$ 37,139,784	\$ 41,550,630	\$ 44,305,549
FIDUCIARY FUNDS:	2,790,838	2,974,754	2,961,960	3,250,041
STREET CAPITAL PROJECTS FUNDS:	3,359,601	416,590	731,000	1,611,812
DEBT SERVICE FUNDS:	931,104	1,379,681	876,931	878,932
GRAND TOTAL OF ALL EXPENDITURES:	\$ 86,199,772	\$ 86,759,685	\$ 90,685,504	\$ 97,303,280
ESTIMATED REVENUES:	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
	ACTUAL	ACTUAL	BUDGET	PROPOSED
Property Taxes:				
General Levy	19,353,373	19,756,440	19,906,067	20,910,045
Library Levy	1,562,216	1,617,578	1,689,288	1,743,616
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 and 2008 G.O. Bond Levy	894,420	899,949	876,931	878,932
TOTAL REVENUE FROM PROPERTY TAXES:	\$ 22,060,009	\$ 22,523,967	\$ 22,722,286	\$ 23,782,593

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
	ACTUAL	ACTUAL	BUDGET	PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	3,620,599	4,805,617	6,294,930	8,865,140
Beginning Balance	42,806,074	43,480,736	23,418,751	25,335,773
Other Revenue:				
General Fund	17,161,734	18,222,417	16,964,034	17,795,224
Library Fund	35,173	54,183	35,100	19,150
Community Development Block Grant	111,745	145,382	408,854	597,467
Parks Capital Improvement Fund	172,301	1,927,396	164,000	178,248
Cemetery	182,200	187,951	187,000	187,488
Annexation Fee Fund	458,526	189,923	1,000	80,000
Impact Fee Fund	840,271	1,068,853	870,000	885,000
Cemetery Perpetual Care Fund	3,563	(6,252)	20,000	50,000
Jewett House	16,964	24,515	16,000	19,000
Reforestation	91,829	77,010	3,000	6,000
Street Trees	5,521	6,633	84,250	83,000
Community Canopy	2,664	1,195	2,000	2,000
Public Art Funds	118,193	134,145	104,000	104,000
Street Lighting Fund	531,082	538,295	558,152	575,000
Water Fund	6,060,777	6,446,295	7,891,619	6,277,400
Wastewater Fund	9,788,926	10,662,775	14,930,251	11,550,767
Water Capitalization Fees	1,087,709	1,298,519	1,000,000	1,250,000
WWTP Capitalization Fees	1,931,112	2,842,234	1,360,000	1,300,000
Sanitation Fund	4,131,448	4,258,138	4,211,000	4,330,000
City Parking Fund	525,574	632,034	496,566	748,475
Drainage	1,043,326	1,053,884	1,032,088	1,045,329
Fiduciary Funds	2,319,688	2,801,500	2,728,500	3,024,800
Capital Projects Fund	2,082,853	431,164	142,500	804,500
Debt Service Fund	13,731	15,302		
TOTAL REVENUE OTHER THAN PROPERTY TAXES:	\$ 95,143,583	\$101,299,844	\$82,923,595	\$ 85,113,761
SUMMARY:	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
	ACTUAL	ACTUAL	BUDGET	PROPOSED
PROPERTY TAXES	\$ 22,060,009	\$ 22,523,967	\$ 22,722,286	\$ 23,782,593
OTHER THAN PROPERTY TAXES	95,143,583	101,299,844	82,923,595	85,113,761
TOTAL ESTIMATED REVENUES	\$ 117,203,592	\$123,823,811	\$105,645,881	\$108,896,354

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on July 24, 2019 and July 31, 2019.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 3rd day of September, 2019 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 16th day of July, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata M. McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: July 16, 2019
FROM: Mike Gridley – City Attorney
SUBJECT: SP-1-19 Request for Reconsideration

=====

DECISION POINT:

Should the City Council reconsider its decision denying the appeal by Terry Godbout of the Planning Commission's approval of the special use permit SP-1-19?

HISTORY:

Appellant Terry Godbout has requested that the City Council reconsider its decision on June 4, 2019 that denied his appeal of the Planning Commission's approval of the special use permit SP-1-19 (see attached letter dated June 18, 2019). The request for reconsideration is allowed under Idaho Code and allows City Council to reconsider a decision if it chooses to do so.

PERFORMANCE ANALYSIS:

The request for reconsideration does not raise any new issues of fact or law that were not previously raised and considered at the June 4, 2019 public hearing on the appeal. Therefore it is my recommendation that the request for reconsideration should be denied.

DECISION POINT/RECOMMENDATION:

The request for reconsideration of City Council's decision on the appeal of SP-1-19 should be denied because the request raises no new issues of fact or law.

June 18, 2019

N. David Lyons
839 N. 2d St.
Coeur d'Alene, Idaho 83814

Hilary Anderson
Michael C. Gridley
710 E. Mullan Ave.
Coeur d'Alene, Idaho 83814

Re: 1705, 1715, & 1719 N. Government Way, 215 W. Mill Ave., and 208
W. Davidson Ave.
Planning Commission matter no. SP-1-19

Dear Ms. Anderson and Mr. Gridley:

I am writing on behalf of the appellant (Terry Godbout for We The People of CdA) in the captioned matter heard by the City Council at its June 4, 2019 meeting. At that meeting, the Council affirmed the Planning Commission's April 9, 2019 ruling.

Pursuant to Idaho Code 67-6535(2), the appellant requests reconsideration of the City Council's June 4 affirmance of the Planning Commission's ruling.

Mr. Godbout has not been sent, either by mail or e-mail, any written decision of the Council's June 4, 2019 ruling. I have asked you whether a written decision has been issued, when, and to send us a copy. As of the close of business yesterday, you had not seen fit to respond.

Since the appellant has not been made aware of any written decision, he is unable to identify specific deficiencies in it. The following is the best statement that can be made at this time of the reasons for this request.

- All reasons stated in points 3-10 of Terry Godbout's May 12, 2019 (8:32 p.m.) e-mail to Randy Adams.
- The proposal is not in conformance with the Comprehensive Plan. It violates the policies on preserving and protecting neighborhoods, properly managing growth, and preserving the quality of life. The Mill and Davidson lots are in "stable-established," which requires that their residential character be "maintained." The other 4 lots are in "transition," which requires that any development be handled "with care." The evidence is insufficient to support any finding to the contrary.
- The design and planning of the project is incompatible with the location, setting and existing uses on adjacent properties. Density is excessive and unnecessary. Height is excessive. Parking is inadequate. The evidence is insufficient to support any finding to

the contrary.

- The location, design, and size of the proposal are such that the development will not be adequately served by existing streets, public facilities and services. Severe traffic and pedestrian problems on Mill and Davidson. Difficult and dangerous left turn northward onto Government Way. Already heavy traffic on Government Way. Overburdening Winton and Bryan schools. Overburdening sewers and water. The evidence is insufficient to support any finding to the contrary.

Very Truly Yours,

N. DAVID LYONS

cc: Terry Godbout

**CITY COUNCIL
STAFF REPORT**

DATE: July 16, 2019
FROM Mike Gridley – City Attorney
SUBJECT: Resolution restricting parking in front of property access gates on the south side of East Lakeshore Drive between 11th Street and 15th Street.

=====

DECISION POINT:

Does the City Council want to adopt a Resolution restricting parking in front of access gates on the south side of East Lakeshore Drive between 11th and 15th Streets?

HISTORY:

The properties on East Lakeshore Avenue between 11th and 15th Streets are unique because the waterfront portion of the properties are only accessible for lawn maintenance equipment and other personal use items from East Lakeshore Drive. The other side of the property is water and beach. When people park in front of the access gates to the waterfront property it creates a problem for the property owners to get lawnmowers, wheel barrows, etc. on to their property. Residents of this portion of East Lakeshore Drive have requested that “No Parking” be painted on the street in an approximately 4 foot by 6 foot box in front of their gates (see attached pictures). The effect would be similar to our parking ordinance that prohibits parking in front of a private driveway.

FINANCIAL ANALYSIS:

There would be a minor expense to paint the “No Parking” on the street. The City would enforce the violations as they do other parking violations.

PERFORMANCE ANALYSIS:

Property owners would contact the Street & Engineering Department in writing and designate one access point to be marked. This Resolution would help to eliminate an ongoing source of contention, confusion and inconvenience for the property owners trying to access their property and citizens parking on East Lakeshore Drive.

DECISION POINT/RECOMMENDATION:

City Council may decide to adopt a Resolution restricting parking in front of access gates on the south side of East Lakeshore Drive.









RESOLUTION NO. 19-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A PROCESS TO CREATE NO PARKING ZONES IN FRONT OF EACH YARD GATE ON THE SOUTH SIDE OF EAST LAKESHORE DRIVE BETWEEN 11TH STREET AND 15TH STREET.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish parking regulations in the City in accordance with Municipal Code Chapter 10.20; and

WHEREAS, the City Council has determined that motor vehicle parking on East Lakeshore Drive between 11th Street and 15th Street impairs the ability of homeowners to access their waterfront property; and

WHEREAS, the City of Coeur d'Alene desires to limit parking in front of one access point to waterfront property for each home on East Lakeshore Drive between 11th Street and 15th Street; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the following parking restrictions be implemented;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council that the following Resolution shall be implemented.

EAST LAKESHORE DRIVE PARKING RESTRICTIONS

Description of parking restriction boundaries: The restrictions on parking shall be on East Lakeshore Drive between the northeast corner of 11th Street and northwest corner of 15th Street.

Property owner request for "No Parking" designation and marking of street: A property owner on East Lakeshore Drive who desires to prohibit parking in front of one gate to their waterfront property shall make a written request to the City of Coeur d'Alene Street Department for a box to be painted on the pavement with "No Parking" painted outside of the box.

Enforcement: A parking violation notice may be issued to the owner of a vehicle parked in a designated "No Parking" space, except for the following vehicles:

1. An emergency vehicle, including, but not limited to, an ambulance, fire engine, or police vehicle.

2. A clearly marked vehicle which is under the control of a person providing a service to persons or property associated with the No Parking space, including, but not limited to, a delivery vehicle.

The Police Department will enforce these regulations in accordance with its policies and procedures.

DATED this 16th day of July, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

FROM: SEAN E. HOLM, SENIOR PLANNER

DATE: JULY 16, 2019

SUBJECT: A-3-19 – ZONING IN CONJUNCTION WITH ANNEXATION OF +/- 6.156 ACRES FROM COUNTY AG-SUBURBAN TO CITY R-1

LOCATION: A PORTION OF AN EXISTING PARCEL LEGALLY DESCRIBED AS ELK POINT LOT 2, BLOCK 1, COMMONLY KNOWN AS 4176 E. POTLACH HILL ROAD

APPLICANT:

Owner: Virginia L. Tate
P.O. Box 1060
CDA, ID 83816

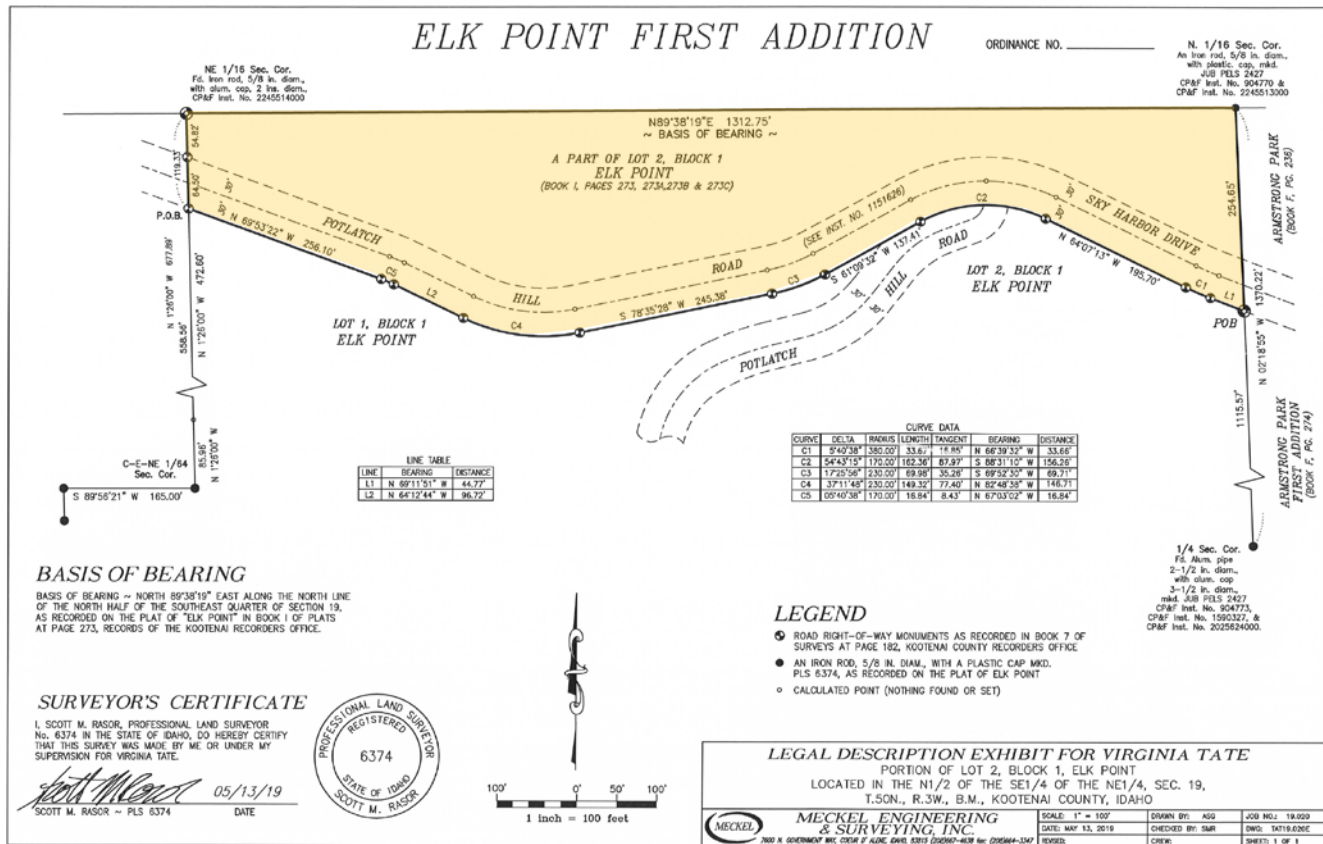
DECISION POINT:

Ms. Virginia Tate is requesting approval of a proposed +/- 6.156 acre annexation from Kootenai County Rural Residential to City R-1 zoning district (Residential at 1 unit/gross acre). Please refer to the area and annexation maps below for visualization. Note that this request has been filed in conjunction with a short plat application to subdivide the property into 4 parcels.

AREA MAP:



PROPOSED ANNEXATION MAP:



GENERAL INFORMATION:

Note: Planning Commission voted unanimously to approve the request by a vote of 4-0, at their regularly scheduled meeting held on June 11th, 2019.

In 1989, Virginia Tate's father, Harold Tate, entered into an agreement Low Investments, Inc., ("Low") in connection with the development of an area known as Armstrong Park. Pursuant to this agreement, Harold Tate granted a road easement across his property (now known as E. Potlatch Hill Rd. and E. Sky Harbor Dr.) to allow public access to Armstrong Park. Low, among other things, agreed to provide Tate with one water hookup and promised an additional 29 water services in the future. Armstrong Park, but not Tate's property, was then annexed into the City. Low created and built the Armstrong Park Water System to provide water service to the subdivisions in Armstrong Park. Low, however, failed to provide any water hookups to Tate or to fulfill his other promises. In 2006, the Armstrong Park Water System was having trouble adequately servicing the Armstrong Park subdivisions. The City therefore agreed to purchase the System from Low for the purpose of providing "consistent, reliable service to the residents of Armstrong Park." The purchase was completed that same year.

In March 2017, Virginia Tate ("Tate") reached out to the City by email, providing the agreement between her father and Low, and stating: "I have sent this to the Public Works

Dept. multiple times but felt it was wise to send it to you in case turnover and time had removed this future obligation from notice. The most recent sending was during the Armstrong Park water/sewer annexation.” In the late summer of 2017, Tate requested that the City honor Low’s promise to provide water hookups. The legal department did an extensive review and analysis of the history of the Tate property, Low, and Armstrong Park. It determined that the City acquired only the Armstrong Park Water System in 2006, not each and every obligations Low may have owed to Tate. Over the next nearly two years, Tate and the City, together with their respective legal counsel, held numerous discussions. Tate threatened legal action several times and suggested that she could revoke the road easement, effectively landlocking Armstrong Park, unless the City honored Low’s agreement to install a water main and fire hydrants, and provide 30 water hookups for her property, all without requiring her to annex into the City.

In March 2019, a tentative settlement was reached between Tate and the City. The terms of that agreement included that the City would extend the water main from Armstrong Park to the intersection of E. Potlatch Hill Rd. and E. Sky Harbor Dr., install one fire hydrant, and provide one water hookup. Tate agreed to waive all other claims she might have against the City arising out of the agreement between her father and Low, and to request the annexation of that portion of her property north of the road easement, which was the property to receive the one water hookup. She further acknowledged that should she request annexation of the rest of her property in the future, she would be provided water service in accordance with City policies then in existence. A settlement agreement was drafted and signed by the parties. Tate has now applied for annexation of the property north of the road easement and an annexation agreement has been drafted by City’s legal counsel and approved by Tate.

-Submitted by Randy Adams, Chief Civil Deputy City Attorney

Article I-A. R-1 RESIDENTIAL

17.05.001: GENERALLY:

- A. The R-1 District is intended as a residential area that permits single-family detached housing at a density of one unit per gross acre (i.e., the density for an acre of unsubdivided land, regardless of where streets, etc., may or may not be located, will be calculated at a maximum of 1 unit).
- B. The gross acre calculation is intended to provide the subdivider flexibility, so when dedicating land for public use, the density may be made up elsewhere in the subdivision as long as the other site performance standards are met.
- C. This district is intended for those areas of the City that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard, and landslide hazard.
- D. A maximum of two (2) dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two (2) units and each dwelling unit meets the minimum yard (setback) requirements.

1. For the purposes of this section, the term "two (2) dwelling units" shall mean two (2) single family dwelling units or one single family dwelling unit and one accessory dwelling unit (ADU). (Ord. 3600, 2018: Ord. 1815 §1(part), 1983)

17.05.002: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-1 District shall be as follows:

- Essential service (underground).
- "Home occupation".
- Neighborhood recreation.
- Public recreation.
- Single-family detached housing.

17.05.003: PERMITTED USES; ACCESSORY:

Accessory permitted uses in an R-1 District shall be as follows:

- Accessory dwelling units.
- Facilities for the housing and sheltering of animals.
- Garage or carport (attached or detached).

17.05.004: PERMITTED USES; SPECIAL USE PERMIT:

Permitted uses by special use permit in an R-1 District shall be as follows:

- Commercial film production.
- Community education.
- Essential service (aboveground).
- Noncommercial kennel.
- Religious assembly.

17.05.005: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an R-1 District shall be as follows:

Structure Type	Structure Location	
	<u>In Buildable Area For Principal Facilities</u>	<u>In Rear Yard</u>
<i>Principal structure</i>	32 feet ¹	n/a
<i>For public recreation, community education or religious assembly activities</i>	45 feet ¹	n/a
<i>Detached garages and carports</i>		With low or no slope roof: 14 feet With medium to high slope roof: 18 feet
<i>All other accessory structures</i>	25 feet ²	n/a

17.05.007: SITE PERFORMANCE STANDARDS; MINIMUM LOT:

Minimum lot requirements in an R-1 District shall be thirty four thousand five hundred (34,500) square feet. All buildable lots must have seventy five feet (75') of frontage on a public street, unless an alternative is approved by the City through normal subdivision procedure (i.e., cul-de-sac and flag lots), or unless a lot is nonconforming (see section 17.06.980 of this title).

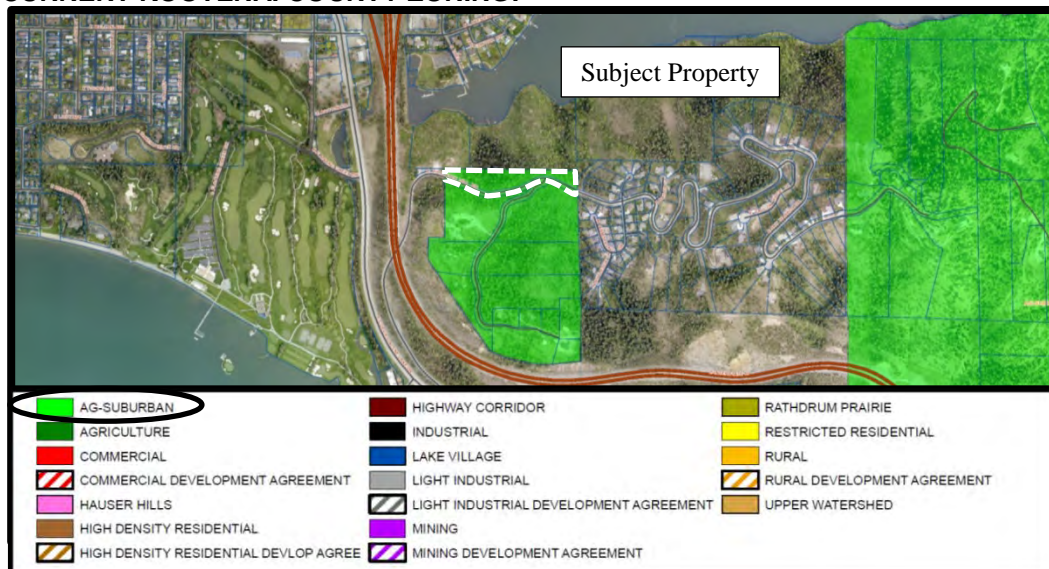
17.05.008: SITE PERFORMANCE STANDARDS; MINIMUM YARD:

- A. Minimum yard requirements for residential activities in an R-1 District shall be as follows:
1. Front: The front yard requirement shall be twenty feet (20').
 2. Side, Interior: The interior side yard requirement shall be ten feet (10').
 3. Side, Street: The street side yard requirement shall be twenty feet (20').
 4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard shall be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).
- B. Minimum yard requirements for nonresidential activities in an R-1 District shall be as follows:
1. Front: The front yard requirement shall be twenty feet (20').
 2. Side, Interior: The interior side yard requirement shall be twenty five feet (25').
 3. Side, Street: The street side yard requirement shall be twenty five feet (25').
 4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).
- C. There will be no permanent structures erected within the corner cutoff areas.
- D. Extensions into yards are permitted in accordance with section 17.06.495 of this title.

17.05.009: NONRESIDENTIAL SITE PERFORMANCE STANDARDS; MINIMUM YARD:

- A. Minimum yard requirements for nonresidential activities in an R-1 District shall be as follows:
1. Front: The front yard requirement shall be twenty feet (20').
 2. Side, Interior: The interior side yard requirement shall be twenty five feet (25').
 3. Side, Street: The street side yard requirement shall be twenty five feet (25').
 4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).

CURRENT KOOTENAI COUNTY ZONING:



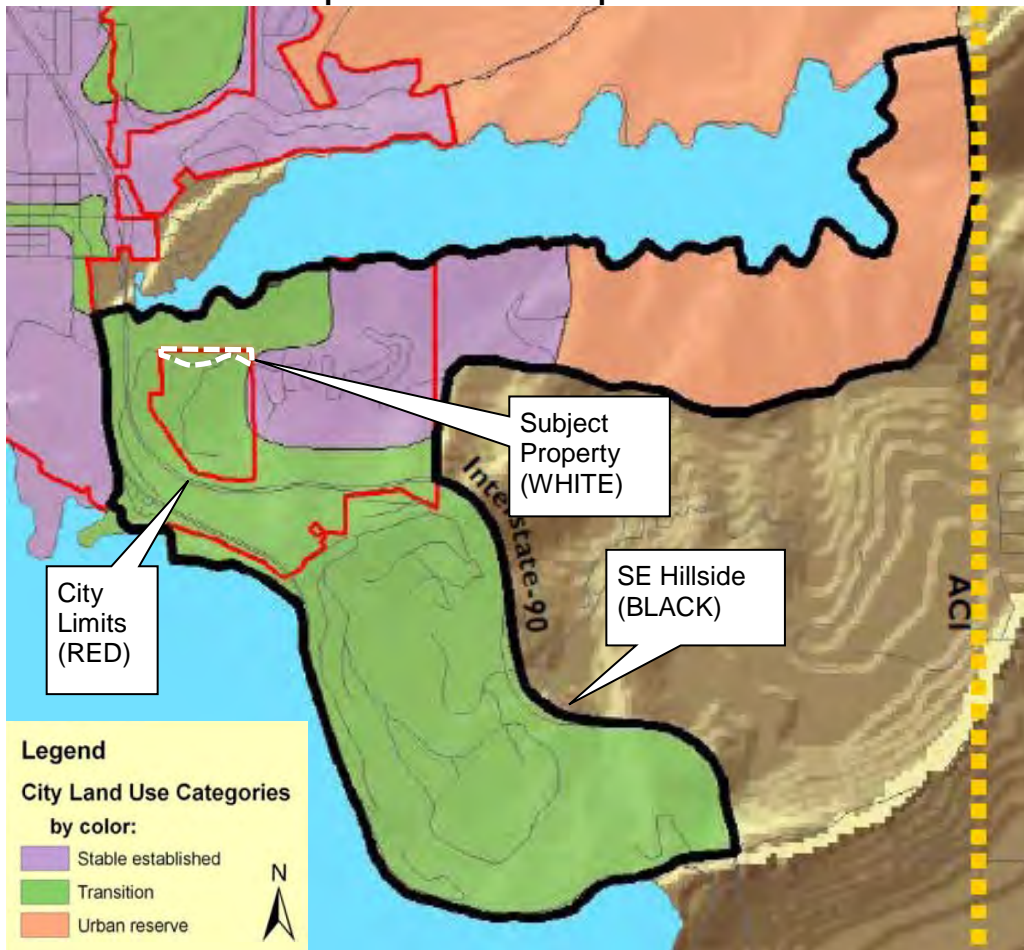
REQUIRED FINDINGS FOR ANNEXATION:

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

2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:

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

SE Hillside Comprehensive Plan Map:



Transition:

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

Comprehensive Plan Land Use Designation:

SE Hillside Today:

This area is generally known to the public as the forested backdrop across Fernan Lake and has rural, residential lots in the hills east of the I-90 hilltop interchange.

Native vegetation and basalt outcroppings dominate this area. Steep slopes are also present. Deer, elk, and bear frequent the area. These characteristics provide a very pleasant environment, but combined with clay soils and low water availability, can provide development challenges.

This area is largely undeveloped with some subdivision ownerships ranging from approximately 3 to 140 acres, having approximately one house per eighty acres (1:80) of land.

Public infrastructure for development is not present and this area will require additional studies to determine appropriate improvements.

SE Hillside Tomorrow:

This area is generally envisioned to be a sparsely developed area with preservation of its natural vegetation, views and vistas, with open space being the main priority. Where development occurs, it will be lower density residential.

The characteristics of SE Hillside neighborhoods will be:

- That overall density in this area will be approximately one dwelling unit per ten acres (1:10). However, in any given development, higher densities up to three units per acre (3:1) are appropriate where site access is gained without significant disturbance, terrain is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.
- Infrastructure needs will guide development.
- Large natural open spaces will require careful planning for wildfire mitigation.
- Developments within the Fernan Lake Watershed should reflect careful consideration of ensuring water quality and preserving visual aesthetics.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.
- Open space preservation is preferred.

SPECIAL AREAS:

Hillside Landmarks (Policy & Methods)

The City of Coeur d'Alene enjoys a rich topography of mountains, hills, rivers, streams, flatlands, and lakes. This terrain frames the setting where we live and recreate. Because some of this rich land surface is often fragile, and because so much of the city's ambiance depends on its health and stability, it must be preserved for the entire community.

The protection of hillsides is particularly important to the community because of their panoramic prominence.

Best Hill, Canfield Mountain, and Tubbs Hill are recognized as unique landmarks for the City of Coeur d'Alene and its neighbors. Lakeview Hill, Blackwell Hill and the slopes above Fernan Lake within our planning area also contribute to the setting and help define our physical image.

Policy:

- We will protect the natural ecology and visual beauty of all hillsides.

Methods:

- Monitor the health and beauty of the city's hillsides to ensure that the Hillside Ordinance is sufficient to maintain our environmental and aesthetic goals.
- Encourage development that works in a cooperative effort to accomplish these public goals

- Work with land owners, citizens' groups, and governmental agencies to acquire additional lands or development rights for use as a city park or open space (also see Parks and Open Space Plan).
- Work with land owners, citizens' groups, and governmental agencies to establish and maintain trails linking the city property to the established US Forest Service recreational trail system.
- Encourage jurisdictions with control of hillside landmarks outside of our Area of City Impact (ACI) to protect the mountains' visual quality.

COMPREHENSIVE PLAN GOALS & OBJECTIVES:

- **Objective 1.05 - Vistas:**
Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.
- **Objective 1.08 - Forests & Natural Habitats:**
Preserve native tree cover and natural vegetative cover as the city's dominant characteristic.
- **Objective 1.10 - Hillside Protection:**
Protect the natural and topographic character, identity, and aesthetic quality of hillsides.
- **Objective 1.13 - Open Space:**
Encourage all participants to make open space a priority with every development and annexation.
- **Objective 1.15 - Natural Terrain:**
Wherever possible, the natural terrain, drainage, and vegetation should be preserved with superior examples featured within parks and open spaces.
- **Objective 1.17 - Hazardous Areas:**
Areas susceptible to hazardous conditions (e.g. flooding, landslides, earthquakes, etc.) should be left in a natural state unless impacts are mitigated.
- **Objective 3.02 - Managed Growth:**
Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.
- **Objective 4.01 - City Services:**
Make decisions based on the needs and desires of the citizenry.
- **Objective 4.02 - City Services:**
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).
- **Objective 4.06 - Public Participation:**
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

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

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

STORMWATER:

Stormwater will be addressed at the time that the area proposed for annexation develops. All stormwater must be contained on-site. A stormwater management plan, conforming to all requirements of the City, shall be submitted and approved prior to the start of any construction.

-Submitted by Chris Bosley, City Engineer

STREETS:

The subject site has frontage along the north and south sides of Potlatch Hill Road, with developed areas only to the south. Potlatch Hill Road has served as access to Armstrong Park for many years and is similar in construction within the subject property as it is on either side. The Streets and Engineering Department has no objection to this annexation request.

-Submitted by Chris Bosley, City Engineer

WATER:

All Water Department comments and conditions are provided in the settlement and annexation agreements.

-Submitted by Kyle Marine, Assistant Water Superintendent

WASTEWATER:

An 8-inch public sanitary sewer with multiple sewer laterals already exists in Potlatch Hill Road & Sky Harbor Drive.

The Subject Property is within the City of Coeur d'Alene Area of City Impact (ACI) and in accordance with the 2013 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this annexation request as proposed. Any increase in density may require hydraulic modeling the sewer flows acceptable to the Wastewater Utility and upsizing of public sewer.

-Submitted by Mike Becker, Utility Project Manager

FIRE:

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

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site

Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals.

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

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

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

PHYSICAL CHARACTERISTICS - CONTOUR MAP (5 FT) SHOWING SLOPE:



The subject property would be annexed into the city under the city's Hillside Regulations with potential development requiring average lot slope for determination of validity. The site is currently densely treed. Potlach hill Road and Sky Harbor Drive provide access to the Armstrong Park and Falcon Ridge neighborhoods in the city.

PHOTOS OF SUBJECT PROPERTY:

Eastern property line along Skyharbor Drive looking north (assumed corner post):



Skyharbor Drive looking west showing slope (assumed corner post):



Subject property photo at Potlach Hill Road looking northwest from above:



Subject property photo at Potlach Hill Road looking northeast from above:



Western portion of property looking west toward public access/pumphouse:



Western most edge of land looking east into subject property:



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

Finding #B11:

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

TRAFFIC:

The proposed annexation would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation alone. Any potential traffic impacts will be evaluated at the time future development is proposed. The Streets & Engineering Department has no objection to the annexation as proposed.

-Submitted by Chris Bosley, City Engineer

NEIGHBORHOOD CHARACTER:

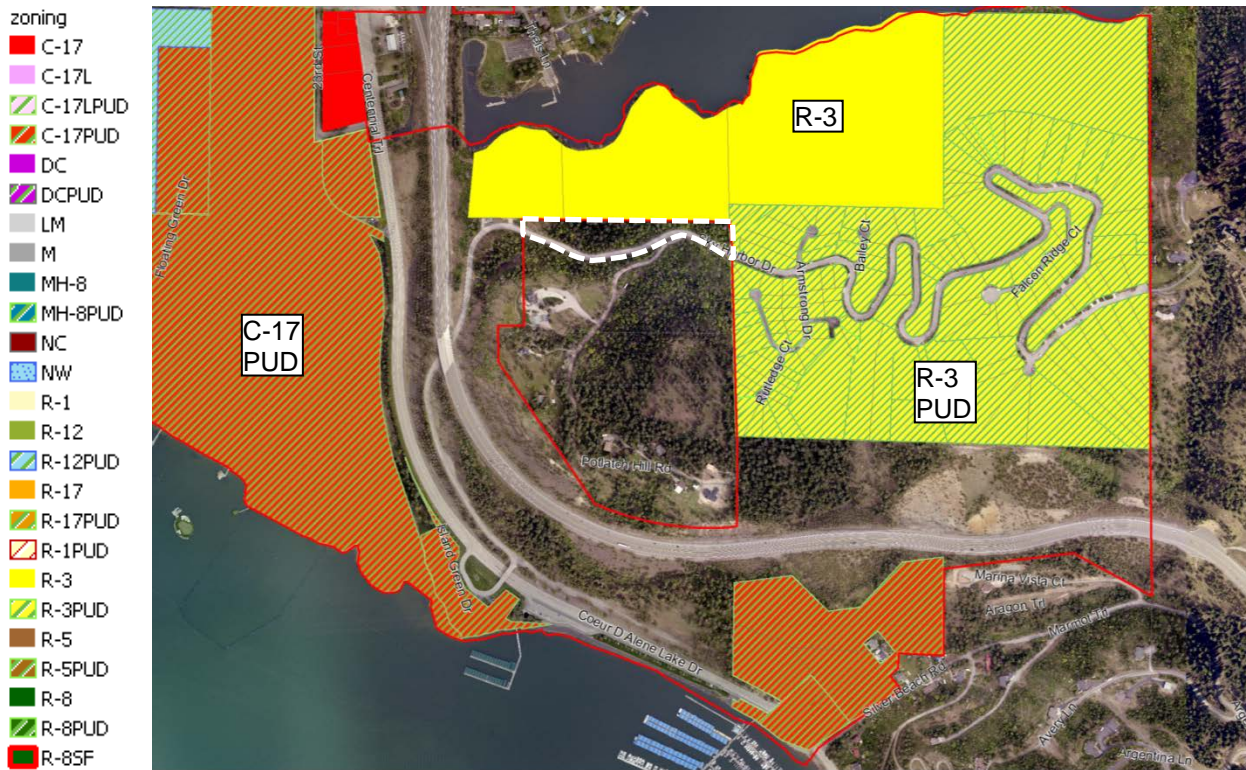
This area is commonly associated with the access to the Armstrong Park neighborhood. It is densely treed and much of the area has slopes that trigger hillside code requirements for construction. Large tracts of city owned property extending north to the edge of Fernan Lake provide public recreation opportunities. Some lots provide commanding views of the area.

See also the “SE Hillside” descriptions from the 2007 Comprehensive Plan listed in Finding #B8 as well as photos of subject property. A land use and zoning map are provided below to assist in depicting the context of the area.

GENERALIZED LAND USE PATTERN:



EXISTING ZONING:



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

SETTLEMENT AND ANNEXATION AGREEMENT:

The settlement and annexation agreements are attached for review.

ORDINANCES & STANDARDS USED FOR EVALUATION:

2007 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2017 Coeur d'Alene Trails and Bikeways Master Plan

ACTION ALTERNATIVES:

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

Annexation Written Narrative
Elk Point, First Addition Annexation

May 9, 2019

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

Dear Mayor Widmyer, City Council, Planning and Zoning Commission:

Please consider the annexation of Elk Point First Addition to benefit the City of Coeur d'Alene and supportive of the City's Comprehensive Plan as follows:

Goal #1 – Natural Environment

Our annexation with short plat of Zoning for R1 (or 1:1.0) or 1+ acre lot size supports this goal and Objectives: 1.01 Environmental, 1.02 Water Quality, 1.03 Waterfront Development, 1.05 Vistas, 1.06 Urban Forest, 1.14 Efficiency by:

Elk Point First Addition, by limiting lots to 1+ acre sizes allow views to Lake Fernan, Lake Coeur d'Alene and city and forest views over Coeur d'Alene, Post Falls, Rathdrum, Dalton Gardens, Fernan Village to the Fernan Saddle.

By limiting lot size and utilizing hillside ordinance rules, site disturbances are limited, and fire fuels are reduced. This maintenance allows views for passers-by, allows easier access to the adjacent Fernan Park trail system for first responders. Vista views are enhanced.

The infrastructure was installed in 1989 and Elk Point, First Addition requires minimal enhancement. All sewer, utilities, roads, curbs and drainage are already in place.

Equally important is wildlife management. The large lots allow for elk, deer, turkeys and other wildlife to travel through the lots on their way to Lake Fernan in the same manner that they currently traverse to the lake.

Goal #2 – Economic Environment

Objective 2.02 Economic & Workforce Development, Objective 2.04 Downtown & Neighborhood Services Nodes, Objective 2.05 Pedestrian & Bicycle Environment are met because

Elk Point, First Addition is a pedestrian and bicycle environment quickly linking this addition to the Centennial Trail with quick access to the Coeur d'Alene Resort Golf Course, new commercial/mixed use buildings in progress and quick access to East Sherman and downtown businesses.

Goal #3 – Home Environment

Objective 3.01 & 3.02 Managed Growth, 3.05 Neighborhoods, 3.09 Housing, 3.12 Education

Elk Point First Addition borders the Fernan Hill Park system allowing beauty and value to the neighborhood. The higher end homes allow additional tax revenue for education and civic developments.

Goal #4 – Administrative Environment

Objective 4.02 City Services, Objective 4.05 Public Safety

Elk Point First Addition annexation utilizes existing utilities and expands fire protection for Potlatch Hill. In addition, the clearing of thick forestation allows public safety officers to access

users of the Fernan Trail System. The fire department had been concerned about quick access on the NW end of Elk Point and the creation of driveways will greatly aid in access.

Special Areas – Land Use – SE Hillside

Elk Point First Addition adheres and supports the SE Hillside of today and tomorrow through 1+ acre lots that allow for fire fuel reduction, preservation of wildlife by allowing easier access to Lake Fernan through open spaces, preservation of views and vistas, utilization of as built roads and utilities. There is not a large impact on the environment with this annexation, in fact the preservation of public safety by expansion of fire hydrants enhances the use of the land. Open space areas are preserved. Safety of hikers on the Fernan Lake Natural Area trails is enhanced with fire and police access and especially residents able to view and report inappropriate or illegal activities at the trailhead.

Respectfully Submitted,



Virginia L. Tate, CFE/CIRA/EA

Landowner of Elk Point

4176 E Potlatch Hill Road

Coeur d'Alene, ID 83814

A decorative border composed of a repeating pattern of light purple and medium purple diamonds, arranged in a rectangular frame around the central text.

Annexation Agreement

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this ____ day of _____, 2019, by and between the City of Coeur d'Alene, a municipal corporation organized and existing pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and located at 710 E. Mullan Ave., Coeur d'Alene, Idaho, and Virginia L. Tate, an individual, with an address of 4176 E. Potlatch Hill Road, Coeur d'Alene, Idaho, hereinafter referred to as the "Owner,"

WITNESSETH:

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 determined, subject to the successful completion of the annexation process, that the appropriate zoning district for the Property is R-1. 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 generally located north of E. Potlatch Hill Road and E. Sky Harbor Drive, west of the Armstrong Park subdivision, and east of Interstate 90, 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 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 her own cost, the water and sanitary sewer systems to each lot which may be created within Property and further agrees to fully comply with all City policies for its water and wastewater systems, with the following exceptions: (a) the City shall extend, at its sole cost, a water main line to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive. The City shall complete the extension in two phases: (1) in 2019, the water main line shall be extended to the east corner of the proposed lot at the easterly boundary of Tate Parcel # 0-2089-001-002-0 lying north of E. Sky Harbor Drive ("Proposed Lot 4"); and (2) in 2020, the water main shall be extended to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive; (b) the City install a sewer stub to and install a water meter for proposed lot 4, as approximately depicted on attached Exhibit "C", ("Proposed Lot 4") without cost to Tate; and (c) the City shall waive its water extension rules, *i.e.*, its "to-and-through policy, with respect to proposed Lots 3 and 4 as approximately depicted on attached Exhibit "C".

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 AND PERMITS

4.1. Installation of public improvements: The Owner agrees that prior to occupancy of the Property, other than Proposed Lot 4, and prior to issuance of any building permits for the Property, other than Proposed Lot 4, 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 (except for the sewer stub to Proposed Lot 4), storm water disposal, water lines (but not the water meter for Proposed Lot 4), hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, **except for**

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 any approval for the subdivision of the Property 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 City Permits: The Owner shall apply to the City for any permits required for development and construction on the Property even if the permit(s) are requested prior to the completion of annexation. Required permits include, but are not limited to, building permit and site disturbance permit. City permits can be pulled upon concurrence by the Kootenai County Board of Commissioners. Development and construction shall proceed under, and shall comply with, City building and planning ordinances and regulations.

ARTICLE V: FEES

5.1. Consideration: The Owner shall pay no annexation fee for the Property. The Owner will remain responsible for all other costs and fees required by City code.

5.2. Other fees: The Owner shall be responsible for all other required fees and charges, not otherwise excepted by this Agreement, including but not necessarily limited to: water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), 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.

ARTICLE VI. MISCELLANEOUS

6.1. Default; Deannexation: The 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 the Owner, or her assigns or successors-in-interest of such portions of the Owner's Property as the City in its sole discretion decides. Notwithstanding the foregoing, in the event of any failure to comply with the terms of this Agreement, default, or breach of this Agreement by the Owner, the City shall deliver written notice of default to the Owner by personal delivery or certified mail. The Owner shall have ninety (90) days from receipt of the notice of default to cure or to commence reasonable steps towards curing the default or breach. The City will be entitled to pursue the remedies under this paragraph only if the Owner fails to cure or to commence such reasonable steps toward curing the breach within 90 days of receipt of the notice of default.

6.2. The Owner to hold the 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."

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. All prior agreements, oral or written, are merged herein, with the exception of the Settlement Agreement dated April 16, 2019 (“Settlement Agreement”), which remains in full force and effect and which is incorporated herein by reference.

6.5. Recordation: The Owner further agrees this Agreement may be recorded by the City.

6.6. Amendment: The 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.

6.7. 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.

6.8. Compliance with applicable laws: The Owner agrees to comply with all applicable laws except as otherwise provided herein or in the Settlement Agreement.

6.9. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner’s heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

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

6.11. 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 and without first engaging in at least four (4) hours of mediation with a mediator mutually agreed upon by the parties.

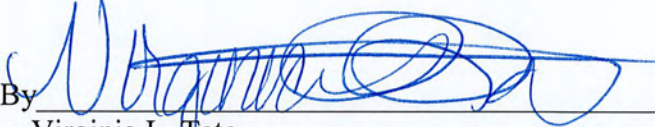
10. **Amendments.** Changes or amendments to this Agreement shall not be effective unless in a writing signed by both parties lawfully adopted by the City Council.

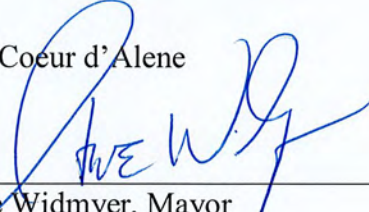
11. **Venue and Choice of Laws.** Any legal action to enforce or interpret the terms of this Agreement shall be brought in the District Court of the First Judicial District of the State of Idaho in and for the County of Kootenai. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho.

12. **Severability.** If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

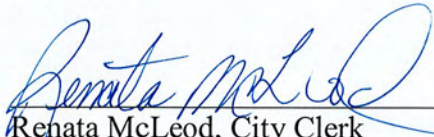
13. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, successors, and assigns of the parties hereto, and each of them, and shall survive the completion of annexation and any construction.

14. **Time of the Essence.** Time is of the essence with respect to the terms of this Agreement.

By 
Virginia L. Tate

City of Coeur d'Alene
By 
Steve Widmyer, Mayor

ATTEST:


Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15 day of April, 2019, before me, a Notary Public, personally appeared ~~Virginia L. Tate~~, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

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



Sarah Jones
Notary Public for Idaho
Residing at Coeur, ID
My Commission expires: Jan 19th, 2025

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15th day of April, 2019, before me, a Notary Public, personally appeared Steve Widmyer and Renata McLeod, the Mayor and City Clerk of the City of Coeur d'Alene respectively, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same.

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



Amy C. Ferguson
Notary Public for Idaho
Residing at Spokane, WA
My Commission expires: 10-30-21

Exhibit A

Legal Description of the Tate Parcels

Parcel # 0-2089-001-001-0

Lot 1, Block 1, Elk Point, according to the plat thereof, filed in Book I of Plats at page(s) 273, records of Kootenai County, Idaho.

Parcel # 0-2089-001-002-0

Lot 2, Block 1, Elk Point, according to the plat thereof, filed in Book I of Plats at page(s) 273, records of Kootenai County, Idaho.

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 Virginia L. Tate has executed the same on the day and year first above written.

CITY OF COEUR D'ALENE

OWNER

By: _____
Steve Widmyer, Mayor

Virginia L. Tate

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
County of Kootenai) ss.

On this ____ day of _____, 2019, 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, who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2019, before me, a Notary Public, personally appeared **Virginia L. Tate**, and acknowledged to me that she executed the same.

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

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

A decorative border composed of a repeating pattern of light purple and dark purple diamonds, arranged in a rectangular frame around the central text.

Settlement Agreement

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this 15th day of April, 2019, by and between Virginia L. Tate ("**Tate**") and the City of Coeur d'Alene ("**City**").

RECITALS AND ACKNOWLEDGMENTS

A. Tate owns two parcels of real property currently located in Kootenai County, Idaho and outside the boundaries of the City. The parcels are identified as Parcel # 0-2089-001-001-0 and Parcel # 0-2089-001-002-0 and are more particularly described on the attached Exhibit "A" (the "Tate Parcels").

B. In February 1989, Tate's father, Harold Tate, entered into an agreement with Low Investments, Inc. ("Low Investments"), the developer of an area now within the boundaries of the City known as "Armstrong Park" (the "1989 Agreement"). Pursuant to the 1989 Agreement, Low Investments was given the right to expand a road traversing Tate's property, now known as E. Potlatch Hill Road and E. Sky Harbor Drive, in order to provide access to the Armstrong Park development. In exchange, Low Investments agreed to install a water main from Armstrong Park to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive, to install a fire hydrant at that intersection, to stub a water line to the north side of the roads, to provide the Tate Parcels with one prepared water hookup, and to allow an additional twenty-nine (29) water hookups for the Tate Parcels at some point in the future.

C. In April 1989, Harold Tate granted a Road Easement, recorded as Instrument No. 1151626 Records of Kootenai County, Idaho ("Instrument No. 1151626"), to Gary Low Investments, Inc., for road and utility purposes.

D. In September 2006, Development Concepts, Inc., Gary and Margaret Low, Gary Low Investments, Inc., and the Armstrong Park Homeowners Association entered into an Agreement for the Sale of Armstrong Park Water Company of Development Concepts, Inc., with the City. At that time, the Armstrong Park Water Company provided water for residential uses to some residents of Coeur d'Alene Idaho, who live in the subdivisions known as Armstrong Park, Armstrong Park 1st Addition, and Armstrong Park 2nd Addition.

E. Also in September 2006, Gary and Margaret Low, Development Concepts, Inc., and Gary Low Investments, Inc., quitclaimed to the City all of their right, title, and interest in and to the Road Easement granted by Instrument No. 1151626.

F. In October 2006, the Armstrong Park Homeowners Association entered into an Agreement for Transfer of Armstrong Park Water System with the City.

G. The water main from Armstrong Park to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive, the fire hydrant at the intersection, and the water line stub, were never installed by Low Investments, Inc.

H. Tate contends that the City, by purchasing the Armstrong Park Water System and/or the Armstrong Park Water Company, became obligated to fulfill the obligations of Low Investments, Inc., under the 1989 Agreement with Harold Tate.

I. The City denies that it is bound to fulfill the obligations of Low Investments, Inc., under the 1989 Agreement with Harold Tate because it purchased only the water system, including infrastructure, which served Armstrong Park, Armstrong Park 1st Addition, and Armstrong Park 2nd Addition.

TERMS

In consideration for the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals and Acknowledgments.** The Recitals and Acknowledgments set forth above are material and are incorporated herein.

2. **Waiver of Remaining Claims by Tate.** Provided that the City fully and completely satisfies its obligations under Paragraph 7 hereof, Tate forever waives, for herself and her heirs, assigns, and successors, any remaining claims, known or unknown, she may have against the City arising under, from, or as a result of the 1989 Agreement between Harold Tate and Gary Low Investments, Inc.

3. **Right to Cure Upon Breach.** Upon breach of this Agreement, the non-breaching party shall give the breaching party written notice of the breach, including such detail as may be sufficient to allow the breaching party a reasonable opportunity to cure. If the breaching party fails to cure, or fails to take reasonable steps to cure, such breach within ten (10) days after written notice is mailed, postage prepaid, certified mail return receipt requested, to the address listed in paragraph 4, the non-breaching party may, at its option, either enforce this Agreement or declare this Agreement terminated and pursue any legal remedies which may be available. In any litigation brought for breach of this Agreement, costs and/or attorney fees may be awarded to the prevailing party as provided by law.

4. **Notices.** Unless otherwise provided by this Agreement, all notices or demands by any party relating to this Agreement shall be in writing and either personally served or sent by regular U.S. Mail, postage prepaid, to:

If to Tate:	Virginia L. Tate 4176 E. Potlatch Hill Road Coeur d'Alene, ID 83814
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If to the City:	The City of Coeur d'Alene Attn: City Clerk 710 E. Mullan Avenue
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Any party may change the address at which they are to receive notice hereunder by providing written notice to the other.

5. **Final Expression of Agreement.** This Agreement is the final expression of all of the parties' agreements regarding the Tate Parcels, and it supersedes all prior or contemporaneous negotiations, understandings, and agreements between the parties, whether oral or written. Any prior oral promises, representations, waivers, and courses of conduct cannot be relied upon by either party and are of no further effect.

6. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with the other signed counterparts, shall constitute one agreement that shall be binding upon and effective as to all parties. Facsimile or electronic transmission of any signed original of this Agreement, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original and shall be binding upon the parties.

7. **City Obligations.** The City hereby agrees to the following:

a. At its sole cost, the City shall extend a water main line to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive, and install fire two (2) hydrants at a location to be determined by mutual agreement of Tate and the Coeur d'Alene City Fire Department. The City shall complete the extension and installation in two phases: (1) in 2019, the water main line shall be extended to the east corner of the proposed lot at the easterly boundary of Tate Parcel # 0-2089-001-002-0 lying north of E. Sky Harbor Drive ("Proposed Lot 6"); and (2) in 2020, the water main shall be extended to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive and the two fire hydrants shall be installed;

b. The City shall waive the annexation fee for proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive;

c. The City shall install a sewer stub to and install a water meter for Proposed Lot 6 without cost to Tate;

d. The City shall draft the Annexation Agreement and other documents necessary to complete the annexation of the proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive without cost to Tate;

e. The City shall waive its water extension rules, *i.e.*, its "to-and-through" policy, with respect to proposed Lots 3 and 4 as approximately depicted on attached Exhibit "B";

f. The City shall complete fuel reduction clean-up on parcels covered by a grant to the City Fire Department for that purpose at the later of spring of 2019 or if and when grant money for the project is received;

h. The City shall support Tate's request to Eastside Highway District to bring ~~E. Potlatch Hill Road and E. Sky Harbor Drive up to City standards, but shall not be obligated to contribute funds for said project; and~~

i. The City acknowledges its current "good neighbor policy" with respect to providing water service, but does not warrant that the policy might be changed by the City Council in the future. The policy in effect at the time water service is requested will be applicable.

8. **Tate Obligations.** Tate hereby agrees to the following:

a. Tate will pay any and all fees, including utility cap fees and applicable impact fees, which are generally required by the City, with the exception of the annexation fee for the proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive;

b. Tate will pay for any utility laterals;

c. Tate acknowledges and reaffirms the Road Easement, Instrument No. 1151626, in favor of the City for those portions of E. Potlatch Hill Road and E. Sky Harbor Drive which lie within the boundaries of her parcel, and shall not attempt to vacate or otherwise withdraw the easement without the City's written consent, so long that the easement is used for road and/or utilities;

d. Tate shall grant such easements, temporary or permanent, and without charge, as may be necessary for the construction and maintenance of the water main to be extended pursuant to this Agreement;

e. Tate will hold harmless, defend, and indemnify the City from any claims brought for, by, or through her, arising out of the 1989 Agreement between Harold Tate and Gary Low Investments, Inc.; and

f. Tate will promptly apply for, and carry through to completion, the annexation into the City of the proposed lots north of E. Potlatch Hill Road and E. Sky Harbor Drive.

9. **Cooperation.** Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer in good faith, 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.

3. Applicant: Virginia Tate
 Location: 4176 E. Potlatch Hill Road
 Request: A proposed 6.125 acre annexation from County Rural Residential to City R-1 (Residential at 1 unit/acre) zoning district.
 LEGISLATIVE (A-3-19)

Sean Holm, Senior Planner stated that Ms. Virginia Tate is requesting approval of a proposed +/- 6.156 acre annexation from Kootenai County Rural Residential to City R-1 zoning district (Residential at 1 unit/gross acre). He referred to the area and annexation maps and noted that the request has been filed in conjunction with a short plat application to subdivide the property into 4 parcels.

Mr. Holm provided the following statements:

- In 1989, Virginia Tate's father, Harold Tate, entered into an agreement with Low Investments, Inc., ("Low") in connection with the development of an area known as Armstrong Park.
- Pursuant to the agreement, Harold Tate granted a road easement across his property (now known as E. Potlatch Hill Rd. and E. Sky Harbor Dr.) to allow public access to Armstrong Park.
- Low, among other things, agreed to provide Tate with one water hookup and promised an additional 29 water services in the future. Armstrong Park, but not Tate's property, was then annexed into the City.
- Low created and built the Armstrong Park Water System to provide water service to the subdivisions in Armstrong Park. However, it failed to provide any water hookups to Tate or to fulfill its other promises.
- In 2006, the Armstrong Park Water System was having trouble adequately servicing the Armstrong Park subdivisions. The City, therefore agreed to purchase the system from Low for the purpose of providing "consistent, reliable service to the residents of Armstrong Park." The purchase was completed that same year.
- In March 2017, Virginia Tate ("Tate") reached out to the City by email, providing the agreement between her father and Low, and stating: "I have sent this to the Public Works Dept. multiple times but felt it was wise to send it to you in case turnover and time had removed this future obligation from notice. The most recent sending was during the Armstrong Park water/sewer annexation."
- In the late summer of 2017, Tate requested that the City honor Low's promise to provide water hookups.
- The legal department did an extensive review and analysis of the history of the Tate property, Low, and Armstrong Park. It determined that the City acquired only the Armstrong Park Water System in 2006, not each and every obligation Low may have owed to Tate. Over the next nearly two years, Tate and the City, together with their respective legal counsel, held numerous discussions.
- Tate threatened legal action several times and suggested that she could revoke the road easement, effectively land-locking Armstrong Park, unless the City honored Low's agreement to install a water main and fire hydrants, and provide 30 water hookups for her property, all without requiring her to annex into the City.
- In March 2019, a tentative settlement was reached between Tate and the City.
- The terms of that agreement included that the City would extend the water main from Armstrong Park to the intersection of E. Potlatch Hill Rd. and E. Sky Harbor Dr., install one fire hydrant, and provide one water hookup. Tate agreed to waive all other claims she might have against the City arising out of the agreement between her father and Low, and to request the annexation of that portion of her property north of the road easement, which was the property to receive the one water hookup.

- She further acknowledged that should she request annexation of the rest of her property in the future, she would be provided water service in accordance with City policies then in existence and a settlement agreement was drafted and signed by the parties.
- Tate has now applied for annexation of the property north of the road easement and an annexation agreement has been drafted by City's legal counsel and approved by Tate.
- Mr. Holm provided a map showing the property currently zoned in the county.
- He commented that the City Comprehensive Plan designates the area as SE Hillside – Transition.
- He noted the various staff comments in the staff report and commented that all departments felt public facilities and utilities are adequate.
- He provided a contour map showing the slopes of the property.
- He provided various site photos of the property.
He provided a map showing the land use surrounding the property and stated that this area is commonly associated with the access to the Armstrong Park neighborhood. It is densely treed and much of the area has slopes that trigger hillside code requirements for construction. Large tracts of city owned property extending north to the edge of Fernan Lake provide public recreation opportunities. Some lots provide commanding views of the area.
- He stated that the settlement and annexation agreements were included in the commissioner packets for review.

Mr. Holm concluded his presentation

Commissioner Ingalls said that on the plat it looks like there are 6 lots: one is Elk Point, and a second one is on the south side of the road showing 4 lots.

Mr. Holm explained that there is a request for a short plat for the four lots.

Commissioner Ingalls had a question regarding the annexation area north of the road and would it be staff's expectation that that the applicant intends to build four houses since the request is for an R-1 zoning.

Mr. Holm said that was correct and, if approved, they could also do an Accessory Dwelling Unit (ADU) subject to the Hillside Code.

Commissioner Ingalls referenced the Settlement Agreement in the packet and inquired whether, if the annexation was denied, would the Settlement Agreement go away. He said that when they look at a property to annex into the city, they are looking at property that would be a benefit to the City and whether they are able to close those "doughnut holes." He asked if the Settlement Agreement died, stated one of the conditions in the Settlement Agreement states is the perpetual easement for people to access their home who live at the top of the hill.

Mr. Adams stated that was one of the major considerations in the Settlement Agreement.

Commissioner Ward asked if staff knew if there were any limitations for the use of that specific piece of property that has an R-3 zoning designation. He noted that he thought that the parcel was intended to be used as a natural use since it was steep.

Mr. Holm said that currently the Parks Department is taking care of that property and if there are any limitations, he would have to do some research and come back with an answer.

Ms. Anderson said that parcel is for recreation and some limited trails, and that she thinks it's restricted as to how many trails can be built in the area.

Mr. Holm explained that there were a couple of lots that were going in next to the pump station and the applicant deeded the entire piece of property to the City.

Virginia Tate, Applicant, provided the following statements:

- The property was homesteaded by her family in 1911.
- Originally their property belonged to the sawmill, which is now the Coeur d'Alene Resort Golf Course.
- In the 1980's, Armstrong Park was well received by the city and the city had planned to put a road access in that was an "engineering nightmare" so the developer came to them with the approval by the city founders at the time, and they agreed to grant access to the road. Ms. Tate explained that if you go further back, you will find many references to a future "Tate Development" for 14 lots, and said that her family discussed the original proposal for a 14 lot subdivision, but after a discussion with the family decided that 4 lots was sufficient which, would keep the forest in place for deer and elk access.
- She said that originally they did offer that piece of land to complete the park but it was rejected by the city.
- She said that a trailhead was put in, called "Elk Point," that has received an enormous amount of hobo traffic and drug trafficking. She further commented that recently they had a "visitor" who was armed hike up the hill and appear during an event they were having and they had to have him removed.
- She explained that it is their desire to remain as rural as possible.
- She stated that through the years there has been a discussion with the City Fire Department in regard to obtaining an easement through their property for fire access. She explained that there is a drop-off and once you get past the drop-off the property levels off dramatically and that would be the easiest access for the Fire Department.
- She said that they have another problem with a lot of people using the parcel by the trailhead for camping etc. and that it was their feeling, after talking to fire and police that having some "eyes" down on the road would help.
- She said that they are proposing one acre lots and other lots in Armstrong Park are denser than what they considered.
- She noted a piece in the staff report referencing a comment regarding storm water and explained that when the road was put in, all the storm water was put in place and that one issue that was not completed which caused the settlement agreement was the water line which slipped passed inspectors was not installed properly.

Ms. Tate concluded her presentation.

Commission comments:

Commissioner Ingalls referenced a comment regarding fire and police access to the area located below these four and in your narrative mentioned an easement that was discussed with the Fire Department.

Ms. Tate explained that the Fire Department did not act on the easement but felt that the driveways down below their property would give them the ability to help any first responder get into the property below.

Commissioner Ingalls said that the only map he had was in the Settlement Agreement and was trying to figure out how it would be developed and if it would have access.

Ms. Tate explained that it will allow access points down to the trail. She noted that the Fernan Lake natural trail runs along the bottom of the four lots on the face of the hill, so should someone injure themselves, they would have an easier time to respond to that person.

Public testimony closed.

Discussion:

Commissioner Ingalls said that the project should be approved because it is very small and aids fuel management in the area that would benefit the greater Armstrong Park area and, with the addition of the Settlement Agreement, will be a compelling and unique benefit.

The commission concurred and said it will support the request.

Motion by Fleming, seconded by Luttropp, to approve Item A-3-19. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Luttropp	Voted	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 4 to 0 vote

COEUR D'ALENE PLANNING COMMISSION

FINDINGS AND ORDER

A-3-19

A. INTRODUCTION

This matter having come before the Planning Commission on June 11, 2019, and there being present a person requesting approval of ITEM A-3-19, a request for zoning prior to annexation from County Ag Suburban to City R-1.

APPLICANT: VIRGINIA TATE

LOCATION: A PORTION OF AN EXISTING PARCEL LEGALLY DESCRIBED AS ELK POINT LOT 2, BLOCK 1, COMMONLY KNOWN AS 4176 E. POTLATCH HILL ROAD

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

(The Planning Commission may adopt Items B1-through7.)

- B1. That the existing land uses are Residential.
- B2. That the Comprehensive Plan Map designation is SE Hillside - Transition.
- B3. That the zoning is County Rural.
- B4. That the notice of public hearing was published on May 25, 2019, 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 June 11, 2019.

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

Objective 1.05 - Vistas:

Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.

Objective 1.08 - Forests & Natural Habitats:

Preserve native tree cover and natural vegetative cover as the city's dominant characteristic.

Objective 1.10 - Hillside Protection:

Protect the natural and topographic character, identity, and aesthetic quality of hillsides.

Objective 1.13 - Open Space:

Encourage all participants to make open space a priority with every development and annexation.

Objective 1.15 - Natural Terrain:

Wherever possible, the natural terrain, drainage, and vegetation should be preserved with superior examples featured within parks and open spaces.

Objective 1.17 - Hazardous Areas:

Areas susceptible to hazardous conditions (e.g. flooding, landslides, earthquakes, etc.) should be left in a natural state unless impacts are mitigated.

Objective 3.02 - Managed Growth:

Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.

Objective 4.01 - City Services:

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

Objective 4.02 - City Services:

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

Objective 4.06 - Public Participation:

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

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

B10. That the physical characteristics of the site do make it suitable for the request at this time even though it is a steep slope we manage to build on them.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses by cleaning up making sure it is fire safe will then make a safer through fare should people need to exit the upper development.

C. ORDER: CONCLUSION AND DECISION

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


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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Ward	Voted Yes

Commissioners Mandel and Rumpler were absent.

Motion to approve carried by a 4 to 0 vote.


CHAIRMAN TOM MESSINA

City Council Meeting



July 16, 2019

A-3-19: Annexation

APPLICANT:

Owner: Virginia L. Tate
4176 E. Potlach Hill Road
CDA, ID 83814

SUBJECT:

Request for R-1 zoning in conjunction with annexation.

LOCATION:

Property located north of the intersection of Potlach Hill Road and Sky Harbor Drive.

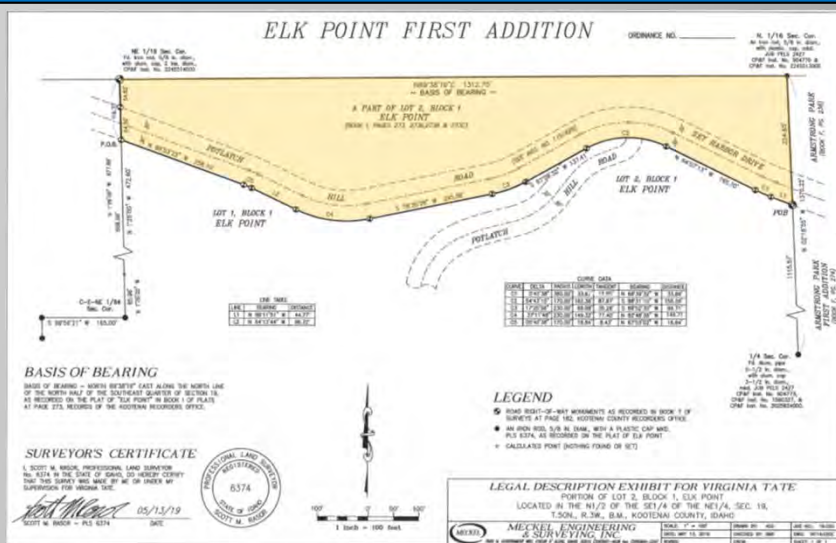


A-3-19: Annexation Decision Points

The applicant is requesting approval of a proposed +/- 6.156 acre annexation from Kootenai County AG-Suburban to City R-1 zoning district (Residential at 1 unit/gross acre).



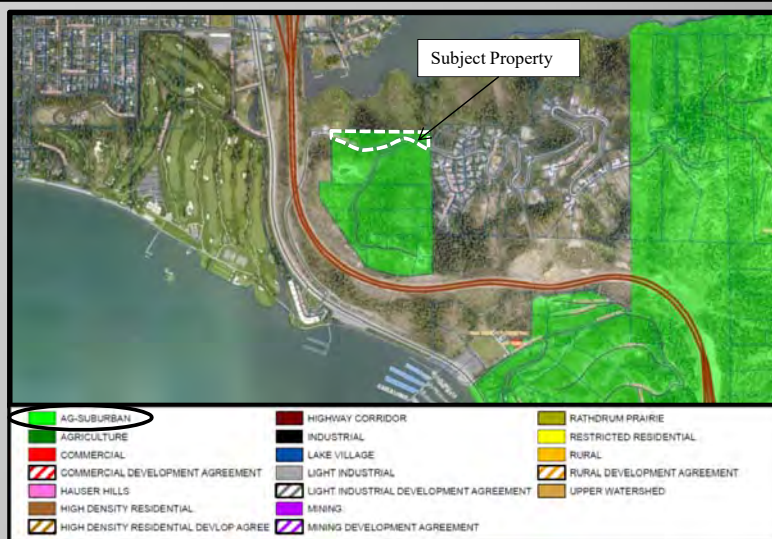
A-3-19: Annexation Map



A-3-19: Annexation Vicinity Map



A-3-19: Annexation Current Zoning in Kootenai County



A-3-19: Annexation Requested R-1 Zoning District

17.05.001: GENERALLY:

A. The R-1 District is intended as a residential area that permits single-family detached housing at a density of one unit per gross acre (i.e., the density for an acre of unsubdivided land, regardless of where streets, etc., may or may not be located, will be calculated at a maximum of 1 unit).

B. The gross acre calculation is intended to provide the subdivider flexibility, so when dedicating land for public use, the density may be made up elsewhere in the subdivision as long as the other site performance standards are met.

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

A-3-19: Annexation Required Findings

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

2007 COMPREHENSIVE PLAN- LAND USE CATEGORIES:

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

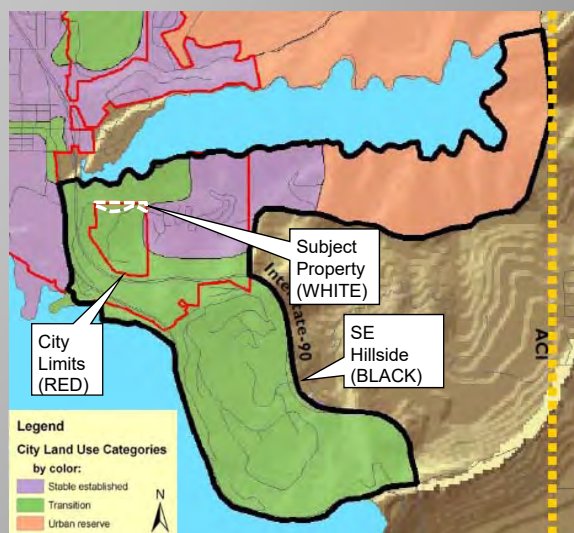
SE-Hillside

A-3-19: Annexation Finding #B8: continued

SE-Hillside

Transition:

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



A-3-19: Annexation Finding #B8: continued

Comprehensive Plan Land Use Designation:

SE Hillside Today:

This area is generally known to the public as the forested backdrop across Fernan Lake and has rural, residential lots in the hills east of the I-90 hilltop interchange.

Native vegetation and basalt outcroppings dominate this area. Steep slopes are also present. Deer, elk, and bear frequent the area. These characteristics provide a very pleasant environment, but combined with clay soils and low water availability, can provide development challenges.

This area is largely undeveloped with some subdivision ownerships ranging from approximately 3 to 140 acres, having approximately one house per eighty acres (1:80) of land.

Public infrastructure for development is not present and this area will require additional studies to determine appropriate improvements.



A-3-19: Annexation Finding #B8: continued

SE Hillside Tomorrow:

This area is generally envisioned to be a sparsely developed area with preservation of its natural vegetation, views and vistas, with open space being the main priority. Where development occurs, it will be lower density residential.

The characteristics of SE Hillside neighborhoods will be:

- That overall density in this area will be approximately one dwelling unit per ten acres (1:10). However, in any given development, higher densities up to three units per acre (3:1) are appropriate where site access is gained without significant disturbance, terrain is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.
- Infrastructure needs will guide development.
- Large natural open spaces will require careful planning for wildfire mitigation.
- Developments within the Fernan Lake Watershed should reflect careful consideration of ensuring water quality and preserving visual aesthetics.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.
- Open space preservation is preferred.



A-3-19: Annexation Finding #B8: continued

SPECIAL AREAS:

Hillside Landmarks (Policy & Methods)

The City of Coeur d'Alene enjoys a rich topography of mountains, hills, rivers, streams, flatlands, and lakes. This terrain frames the setting where we live and recreate. Because some of this rich land surface is often fragile, and because so much of the city's ambiance depends on its health and stability, it must be preserved for the entire community.

The protection of hillsides is particularly important to the community because of their panoramic prominence.

Best Hill, Canfield Mountain, and Tubbs Hill are recognized as unique landmarks for the City of Coeur d'Alene and its neighbors. Lakeview Hill, Blackwell Hill and the slopes above Fernan Lake within our planning area also contribute to the setting and help define our physical image.



A-3-19: Annexation Finding #B8: continued

Hillside Landmarks (Policy & Methods)

Policy:

We will protect the natural ecology and visual beauty of all hillsides.

Methods:

- Monitor the health and beauty of the city's hillsides to ensure that the Hillside Ordinance is sufficient to maintain our environmental and aesthetic goals.
- Encourage development that works in a cooperative effort to accomplish these public goals
- Work with land owners, citizens' groups, and governmental agencies to acquire additional lands or development rights for use as a city park or open space (also see Parks and Open Space Plan).
- Work with land owners, citizens' groups, and governmental agencies to establish and maintain trails linking the city property to the established US Forest Service recreational trail system.
- Encourage jurisdictions with control of hillside landmarks outside of our Area of City Impact (ACI) to protect the mountains' visual quality.



A-3-19: Annexation Finding #B8: Comp Plan Goals & Objectives

Objective: 1.05 - Vistas

1.08 - Forests & Natural Habitats

1.10 - Hillside Protection

1.13 - Open Space

1.15 - Natural Terrain

1.17 - Hazardous Areas

3.02 - Managed Growth

4.01 - City Services

4.02 - City Services

4.06 - Public Participation



A-3-19: Annexation Required Findings

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

STORMWATER:

Stormwater will be addressed at the time that the area proposed for annexation develops. All stormwater must be contained on-site. A stormwater management plan, conforming to all requirements of the City, shall be submitted and approved prior to the start of any construction.

-Submitted by Chris Bosley, City Engineer

A-3-19: Annexation Department Comments ~ Finding #B9

STREETS:

The subject site has frontage along the north and south sides of Potlatch Hill Road, with developed areas only to the south. Potlatch Hill Road has served as access to Armstrong Park for many years and is similar in construction within the subject property as it is on either side. The Streets and Engineering Department has no objection to this annexation request.

-Submitted by Chris Bosley, City Engineer

A-3-19: Annexation Department Comments ~ Finding #B9

WATER:

All Water Department comments and conditions are provided in the settlement and annexation agreements.

-Submitted by Kyle Marine, Assistant Water Superintendent

A-3-19: Annexation Department Comments ~ Finding #B9

WASTEWATER:

An 8-inch public sanitary sewer with multiple sewer laterals already exists in Potlatch Hill Road & Sky Harbor Drive.

The Subject Property is within the City of Coeur d'Alene Area of City Impact (ACI) and in accordance with the 2013 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this annexation request as proposed. Any increase in density may require hydraulic modeling the sewer flows acceptable to the Wastewater Utility and upsizing of public sewer.

-Submitted by Mike Becker, Utility Project Manager

A-3-19: Annexation Department Comments ~ Finding #B9

FIRE:

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

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

-Submitted by Bobby Gonder, Fire Inspector

A-3-19: Annexation Required Findings

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

PHYSICAL CHARACTERISTICS:

The subject property would be annexed into the city under the city's Hillside Regulations with potential development requiring average lot slope for determination of validity. The site is currently densely treed. Potlach hill Road and Sky Harbor Drive provide access to the Armstrong Park and Falcon Ridge neighborhoods in the city.

A-3-19: Annexation Contour Map Showing Slope (5')



A-3-19: Annexation Photos of Subject Property

*Eastern property line
along Skyharbor Drive
looking north (assumed
corner post):*



A-3-19: Annexation Photos of Subject Property

*Skyharbor Drive looking
west showing slope
(assumed corner post):*



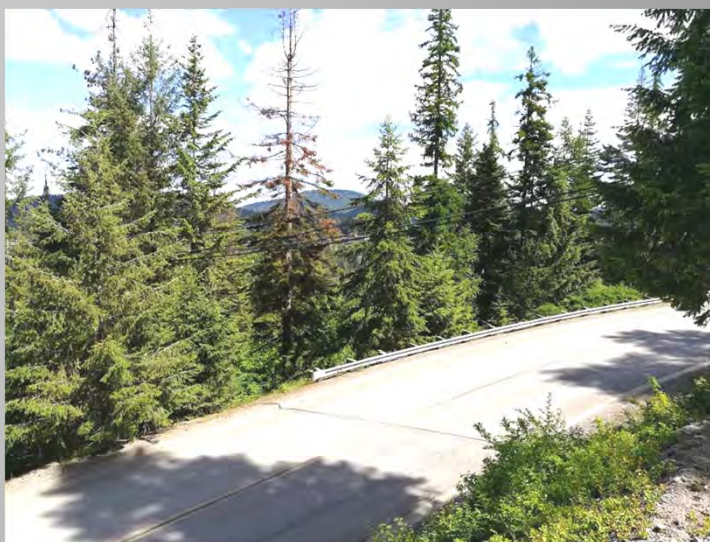
A-3-19: Annexation Photos of Subject Property

*Subject property photo
at Potlach Hill Road
looking northwest from
above:*



A-3-19: Annexation Photos of Subject Property

*Subject property photo
at Potlach Hill Road
looking northeast from
above:*



A-3-19: Annexation Required Findings

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

A-3-19: Annexation Department Comments ~ Finding #B11

TRAFFIC:

The proposed annexation would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation alone. Any potential traffic impacts will be evaluated at the time future development is proposed. The Streets & Engineering Department has no objection to the annexation as proposed.

-Submitted by Chris Bosley, City Engineer

A-3-19: Annexation Department Comments ~ Finding #B11

NEIGHBORHOOD CHARACTER & EXISTING LAND USES:

This area is commonly associated with the access to the Armstrong Park neighborhood. It is densely treed and much of the area has slopes that trigger hillside code requirements for construction. Large tracts of city owned property extending north to the edge of Fernan Lake provide public recreation opportunities. Some lots provide commanding views of the area.

A-3-19: Annexation Generalized Land Uses



A-3-19: Annexation Existing Zoning



A-3-19: Annexation Action Alternatives

City Council must consider this request and make appropriate findings to approve. The settlement and annexation agreements are attached for review.

The findings worksheets are attached to your staff report.



A-3-19: Annexation Annexation Findings

ANNEXATION FINDINGS:

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

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

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

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



RESOLUTION NO. 19-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AGREEMENT [A-3-19] WITH VIRGINIA L. TATE, FOR THAT PORTION OF HER PROPERTY NORTH OF E. POTLACH ROAD AND E. SKY HARBOR DRIVE, MORE PARTICULARLY DESCRIBED IN THE AGREEMENT.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Virginia L. Tate, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as exhibit "1" and by this reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED that the City enter into an annexation agreement with Virginia L. Tate 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 July, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 16th day of July, 2019, by and between the **City of Coeur d'Alene**, a municipal corporation organized and existing pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and located at 710 E. Mullan Ave., Coeur d'Alene, Idaho, and **Virginia L. Tate**, an individual, with an address of 4176 E. Potlatch Hill Road, Coeur d'Alene, Idaho, hereinafter referred to as the "Owner,"

WITNESSETH:

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 determined, subject to the successful completion of the annexation process, that the appropriate zoning district for the Property is R-1. 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 generally located north of E. Potlatch Hill Road and E. Sky Harbor Drive, west of the Armstrong Park subdivision, and east of Interstate 90, 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 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 her own cost, the water and sanitary sewer systems to each lot which may be created within Property and further agrees to fully comply with all City policies for its water and wastewater systems, with the following exceptions: (a) the City shall extend, at its sole cost, a water main line to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive. The City shall complete the extension in two phases: (1) in 2019, the water main line shall be extended to the east corner of the proposed lot at the easterly boundary of Tate Parcel # 0-2089-001-002-0 lying north of E. Sky Harbor Drive ("Proposed Lot 4"); and (2) in 2020, the water main shall be extended to the intersection of E. Potlatch Hill Road and E. Sky Harbor Drive; (b) the City install a sewer stub to and install a water meter for proposed lot 4, as approximately depicted on attached Exhibit "C", ("Proposed Lot 4") without cost to Tate; and (c) the City shall waive its water extension rules, *i.e.*, its "to-and-through" policy, with respect to proposed Lots 3 and 4 as approximately depicted on attached Exhibit "C".

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 AND PERMITS

4.1. Installation of public improvements: The Owner agrees that prior to occupancy of the Property, other than Proposed Lot 4, and prior to issuance of any building permits for the Property, other than Proposed Lot 4, 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 (except for the sewer stub to Proposed Lot 4), storm

water disposal, water lines (but not the water meter for Proposed Lot 4), hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, except for 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 any approval for the subdivision of the Property 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 City Permits: The Owner shall apply to the City for any permits required for development and construction on the Property even if the permit(s) are requested prior to the completion of annexation. Required permits include, but are not limited to, building permit and site disturbance permit. City permits can be pulled upon concurrence by the Kootenai County Board of Commissioners. Development and construction shall proceed under, and shall comply with, City building and planning ordinances and regulations.

ARTICLE V: FEES

5.1. Consideration: The Owner shall pay no annexation fee for the Property. The Owner will remain responsible for all other costs and fees required by City code.

5.2. Other fees: The Owner shall be responsible for all other required fees and charges, not otherwise excepted by this Agreement, including but not necessarily limited to: water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), 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.

ARTICLE VI. MISCELLANEOUS

6.1. Default; Deannexation: The 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 the Owner, or her assigns or successors-in-interest of such portions of the Owner's Property as the City in its sole discretion decides. Notwithstanding the foregoing, in the event of any failure to comply with the terms of this Agreement, default, or breach of this Agreement by the Owner, the City shall deliver written notice of default to the Owner by personal delivery or certified mail. The Owner shall have ninety (90) days from receipt of the notice of default to cure or to commence reasonable steps towards curing the default or breach. The City will be entitled to pursue the remedies under this paragraph only if the Owner fails to cure or to commence such reasonable steps toward curing the breach within 90 days of receipt of the notice of default.

6.2. The Owner to hold the 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."

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. All prior agreements, oral or written, are merged herein, with the exception of the Settlement Agreement dated April 16, 2019 ("Settlement Agreement"), which remains in full force and effect and which is incorporated herein by reference.

6.5. Recordation: The Owner further agrees this Agreement may be recorded by the City.

6.6. Amendment: The 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.

6.7. 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.

6.8. Compliance with applicable laws: The Owner agrees to comply with all applicable laws except as otherwise provided herein or in the Settlement Agreement.

6.9. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

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

6.11. 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 and without first engaging in at least four (4) hours of mediation with a mediator mutually agreed upon by the parties.

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 Virginia L. Tate has executed the same on the day and year first above written.

CITY OF COEUR D'ALENE

OWNER

By: _____
Steve Widmyer, Mayor

Virginia L. Tate

ATTEST:

Renata McLeod, City Clerk

[illegible]

On this 16th day of July, 2019, 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, who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2019, before me, a Notary Public, personally appeared **Virginia L. Tate**, and acknowledged to me that she executed the same.

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

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



MECKEL ENGINEERING & SURVEYING

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www.meckel.com



May 6, 2019

Sec. 19, T50N, R3W

**ELK POINT FIRST ADDITION
PLAT BOUNDARY
LEGAL DESCRIPTION**

A tract of land being a portion of Lot 2, Block 1, Elk Point and portions of Potlatch Hill Road and Sky Harbor Drive Rights of Way, as shown on the plat of Elk Point according to the official plat recorded in Book I at Page 273 under Instrument Number 1669635, situated in the North Half of the Southeast Quarter of the Northeast Quarter of Section 19, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the East Quarter corner of said Section 19, monumented with an aluminum pipe and 3½ inch diameter aluminum cap according to Corner Perpetuation and Filing Record Form on file under Instrument Number 1590327 from which the North 1/16 corner of said Section 19 which is monumented with an existing iron rod, 5/8 inch diameter, with a plastic cap marked PLS 2427 and according to Corner Perpetuation and Filing Record Form on file under Instrument Number 904770, bears, North 02°18'55" West, a distance of 1370.22 feet;

thence along the East line of said Section 19, North 02°18'55" West, a distance of 1,115.57 feet, to an existing iron rod, 5/8 inch diameter with an aluminum cap marked J.U.B. PLS 4565 on the South right of way line of said Sky Harbor Drive, the Point of Beginning;

thence along the South right of way line of said Sky Harbor Drive and Potlatch Hill Road, the following eleven (11) courses:

- 1) North 69°11'51" West, a distance of 44.77 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574 at a point of curvature, as shown on Record of Survey recorded in Book 7 at Page 182;
- 2) thence along the arc of a curve right which is concave to the Northeast having a radius of 380.00 feet through a central angle of 05°04'38" an arc distance of 33.67 feet and having a chord bearing and distance of North 66°39'32" West, 33.66 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of tangency;
- 3) thence North 64°07'13" West, a distance of 195.70 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of curvature;

Elk Point First Addition
Plat Boundary
Legal Description

- 4) thence along the arc of a curve left which is concave to the South having a radius of 170.00 feet through a central angle of $54^{\circ}43'15''$ an arc distance of 162.36 feet and having a chord bearing and distance of South $88^{\circ}31'10''$ West, 156.26 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of tangency;
- 5) thence South $61^{\circ}09'32''$ West, a distance of 137.41 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574 at a point of curvature;
- 6) thence along the arc of a curve right which is concave to the Northwest having a radius of 230.00 feet through a central angle of $17^{\circ}25'56''$ an arc distance of 69.98 feet and having a chord bearing and distance of South $69^{\circ}52'30''$ West, 69.71 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of tangency;
- 7) thence South $78^{\circ}35'28''$ West, a distance of 245.38 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of curvature;
- 8) thence along the arc of a curve right which is concave to the Northeast, having a radius of 230.00 feet through a central angle of $37^{\circ}11'48''$ an arc distance of 149.32 feet and having a chord bearing and distance of North $82^{\circ}48'38''$ West, 146.71 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of tangency;
- 9) thence North $64^{\circ}12'44''$ West, a distance of 96.72 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574 at a point of curvature;
- 10) thence along the arc of a curve left which is concave to the Southwest having a radius of 170.00 feet through a central angle of $05^{\circ}40'38''$ an arc distance of 16.84 feet and having a chord bearing and distance of North $67^{\circ}03'03''$ West, 16.84 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574 at a point of tangency;
- 11) thence North $69^{\circ}53'22''$ West, a distance of 256.10 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574 at the Northwest corner of Lot 1, Block 1 of said Elk Point on the West line of the Southeast Quarter of the Northeast Quarter of said Section 19;

thence along said Southeast Quarter of the Northeast Quarter, North $01^{\circ}26'00''$ West, a distance of 119.32 feet to an existing iron rod, 5/8 inch diameter with an aluminum cap marked PLS 832 at the Northeast 1/16 corner, which is also the Northwest corner of said Lot 2, Block 1, Elk Point;

thence along the North line of said Lot 2, Block 1, Elk Point which is also the North line of said Southeast Quarter of the Northeast Quarter, North $89^{\circ}38'19''$ East, a distance of 1312.75 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PE/LS 2427 at the Northeast corner of said Lot 2, Block 1, Elk Point, which is also the North 1/16 corner of said Section 19;

Elk Point First Addition
Plat Boundary
Legal Description

thence along the East line of said Lot 2, Block 1, Elk Point, which is also the East line of said Southeast Quarter of the Northeast Quarter, South 02°18'55" East, a distance of 254.65 feet to the Point of Beginning, containing 6.156 Acres of land, more or less;

SUBJECT TO:

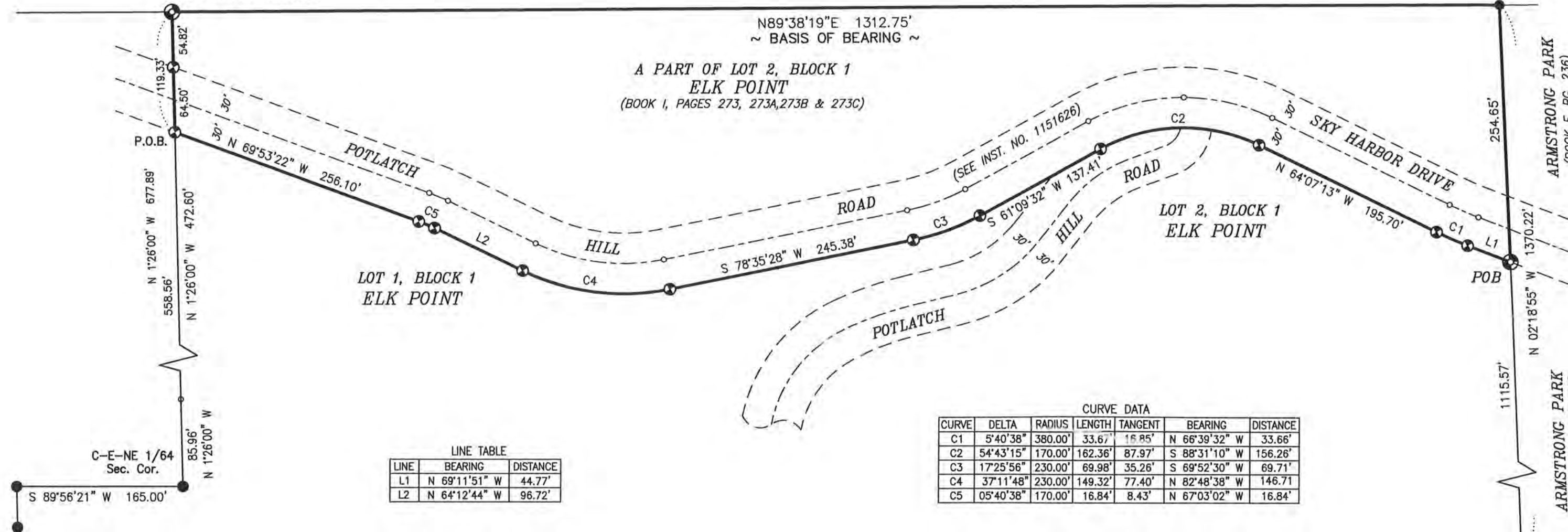
Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

ELK POINT FIRST ADDITION

ORDINANCE NO. _____

N. 1/16 Sec. Cor.
An iron rod, 5/8 in. diam.,
with plastic. cap, mkd.
JUB PELS 2427
CP&F Inst. No. 904770 &
CP&F Inst. No. 2245513000

NE 1/16 Sec. Cor.
Fd. Iron rod, 5/8 in. diam.,
with alum. cap, 2 ins. diam.,
CP&F Inst. No. 2245514000



LOT 1, BLOCK 1
ELK POINT

LOT 2, BLOCK 1
ELK POINT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 69°11'51" W	44.77'
L2	N 64°12'44" W	96.72'

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	DISTANCE
C1	5°40'38"	380.00'	33.67'	16.85'	N 66°39'32" W	33.66'
C2	54°43'15"	170.00'	162.36'	87.97'	S 88°31'10" W	156.26'
C3	17°25'56"	230.00'	69.98'	35.26'	S 69°52'30" W	69.71'
C4	37°11'48"	230.00'	149.32'	77.40'	N 82°48'38" W	146.71'
C5	05°40'38"	170.00'	16.84'	8.43'	N 67°03'02" W	16.84'

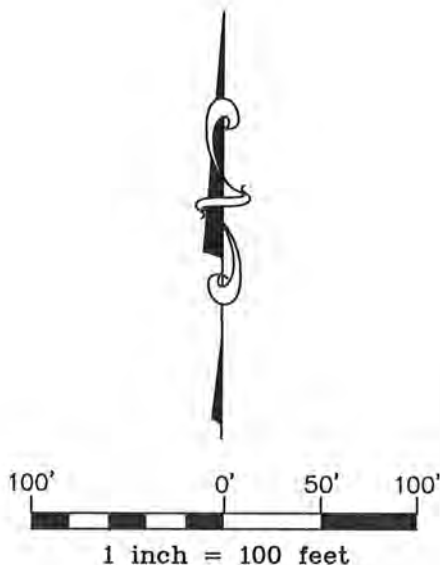
BASIS OF BEARING

BASIS OF BEARING ~ NORTH 89°38'19" EAST ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AS RECORDED ON THE PLAT OF "ELK POINT" IN BOOK 1 OF PLATS AT PAGE 273, RECORDS OF THE KOOTENAI RECORDERS OFFICE.

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR VIRGINIA TATE.

Scott M. Rasor 05/13/19
SCOTT M. RASOR ~ PLS 6374 DATE



LEGEND

- ROAD RIGHT-OF-WAY MONUMENTS AS RECORDED IN BOOK 7 OF SURVEYS AT PAGE 182, KOOTENAI COUNTY RECORDERS OFFICE
- AN IRON ROD, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 6374, AS RECORDED ON THE PLAT OF ELK POINT
- CALCULATED POINT (NOTHING FOUND OR SET)

1/4 Sec. Cor.
Fd. Alum. pipe
2-1/2 in. diam.,
with alum. cap
3-1/2 in. diam.,
mkd. JUB PELS 2427
CP&F Inst. No. 904773,
CP&F Inst. No. 1590327, &
CP&F Inst. No. 2025624000.

LEGAL DESCRIPTION EXHIBIT FOR VIRGINIA TATE

PORTION OF LOT 2, BLOCK 1, ELK POINT
LOCATED IN THE N1/2 OF THE SE1/4 OF THE NE1/4, SEC. 19,
T.50N., R.3W., B.M., KOOTENAI COUNTY, IDAHO



MECKEL ENGINEERING
& SURVEYING, INC.

7600 N. GOVERNMENT WAY, COEUR D'ALENE, IDAHO, 83815 (208)667-4638 fax: (208)664-3347

SCALE: 1" = 100'	DRAWN BY: ASG	JOB NO.: 19.020
DATE: MAY 13, 2019	CHECKED BY: SMR	DWG: TAT19.020E
REVISED:	CREW:	Exhibit A SHEET: 1 OF 1

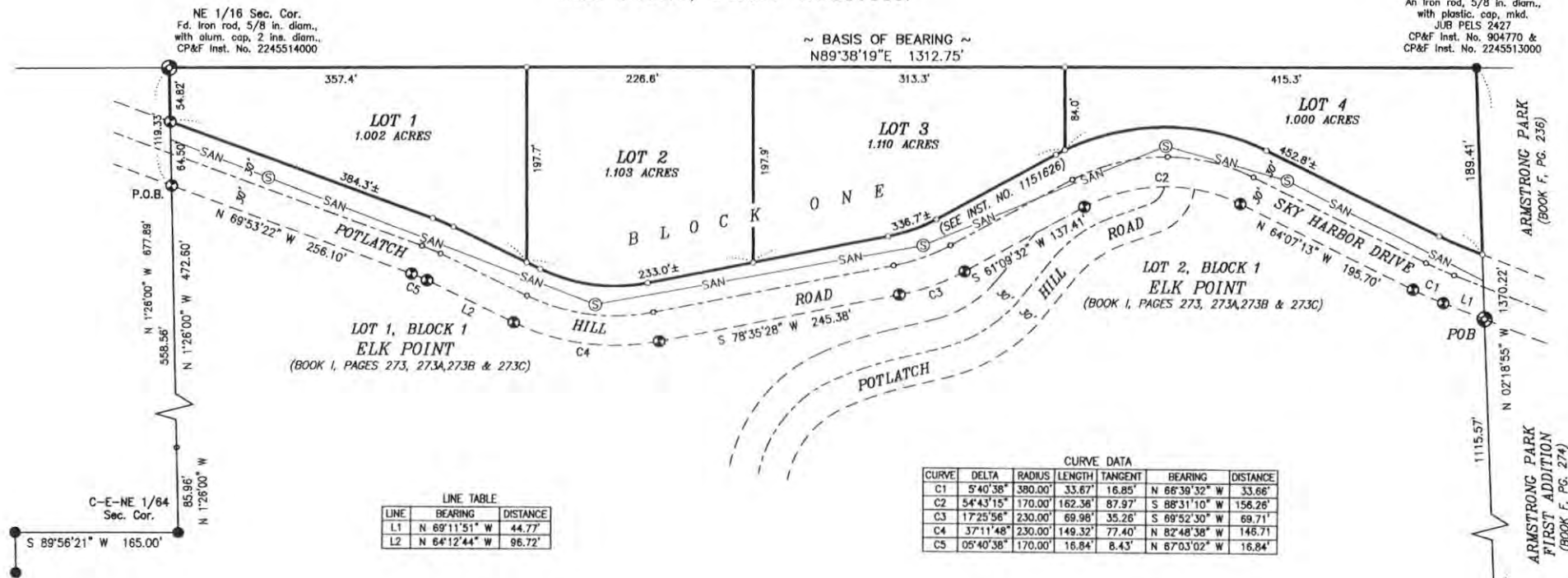
Exhibit B
Approved Findings and Order

Will be inserted after approval

PRELIMINARY SKETCH PLAN
PROPOSED LOT LAYOUT
ELK POINT, FIRST ADDITION

~ BASIS OF BEARING ~
N89°38'19"E 1312.75'

N. 1/16 Sec. Cor.
An iron rod, 5/8 in. diam.,
with plastic. cap, mkd.
JUB PELS 2427
CP&F Inst. No. 904770 &
CP&F Inst. No. 2245513000



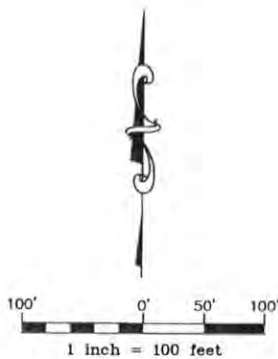
BASIS OF BEARING

BASIS OF BEARING ~ NORTH 89°38'19" EAST ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AS RECORDED ON THE PLAT OF "ELK POINT" IN BOOK 1 OF PLATS AT PAGE 273, RECORDS OF THE KOOTENAI RECORDERS OFFICE.

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR
No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY
THAT THIS SURVEY WAS MADE BY ME OR UNDER MY
SUPERVISION FOR VIRGINIA TATE.

SCOTT M. RASOR ~ PLS 6374 05/08/19



LEGEND

- ROAD RIGHT-OF-WAY MONUMENTS AS RECORDED IN BOOK 7 OF SURVEYS AT PAGE 182, KOOTENAI COUNTY RECORDERS OFFICE
- AN IRON ROD, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 6374, AS RECORDED ON THE PLAT OF ELK POINT
- CALCULATED POINT (NOTHING FOUND OR SET)

PRELIMINARY SKETCH PLAN

PORTION OF LOT 2, BLOCK 1, ELK POINT
LOCATED IN THE N1/2 OF THE SE1/4 OF THE NE1/4, SEC. 19,
T.50N., R.3W., B.M., KOOTENAI COUNTY, IDAHO



**MECKEL ENGINEERING
& SURVEYING, INC.**

7800 N. GOVERNMENT WAY, COEUR D'ALENE, IDAHO, 83815 (208)687-4638 Fax: (208)664-3347

SCALE: 1" = 100'
DATE: MAY 08, 2019

DRAWN BY: ASG	JOE
CHECKED BY: SMR	DW

JOB NO.:	19.020
DWG:	TAT19.020E

ORDINANCE NO. _____
COUNCIL BILL NO. 19-1007

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 19, TOWNSHIP 50, NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, the owner of property located in Kootenai County and adjacent to the boundaries of the City of Coeur d'Alene has requested that the City annex a portion of her property into the City; and

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

NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-1 (Residential at 1unit/gross 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 Planning Director be and she is hereby instructed to make such change and amendment on the official Zoning Map 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 July 16, 2019.

APPROVED by the Mayor this 16th day of July, 2019.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

A-3-19 Annexation of +/- 6.156 acre parcel
located north of E. Potlach Hill Road and E. Sky Harbor Drive.

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 19, TOWNSHIP 50, NORTH, RANGE 3 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-3-19 Annexation of +/- 6.156 acre parcel located north of E. Potlach Hill Road and E. Sky Harbor Drive, 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 July, 2019.

Randall R. Adams, Chief Deputy City Attorney



MECKEL ENGINEERING & SURVEYING

7600 N. Government Way, Suite 3
Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



May 6, 2019

Sec. 19, T50N, R3W

**ELK POINT FIRST ADDITION
PLAT BOUNDARY
LEGAL DESCRIPTION**

A tract of land being a portion of Lot 2, Block 1, Elk Point and portions of Potlatch Hill Road and Sky Harbor Drive Rights of Way, as shown on the plat of Elk Point according to the official plat recorded in Book I at Page 273 under Instrument Number 1669635, situated in the North Half of the Southeast Quarter of the Northeast Quarter of Section 19, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the East Quarter corner of said Section 19, monumented with an aluminum pipe and 3½ inch diameter aluminum cap according to Corner Perpetuation and Filing Record Form on file under Instrument Number 1590327 from which the North 1/16 corner of said Section 19 which is monumented with an existing iron rod, 5/8 inch diameter, with a plastic cap marked PLS 2427 and according to Corner Perpetuation and Filing Record Form on file under Instrument Number 904770, bears, North 02°18'55" West, a distance of 1370.22 feet;

thence along the East line of said Section 19, North 02°18'55" West, a distance of 1,115.57 feet, to an existing iron rod, 5/8 inch diameter with an aluminum cap marked J.U.B. PLS 4565 on the South right of way line of said Sky Harbor Drive, the Point of Beginning;

thence along the South right of way line of said Sky Harbor Drive and Potlatch Hill Road, the following eleven (11) courses:

- 1) North 69°11'51" West, a distance of 44.77 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574 at a point of curvature, as shown on Record of Survey recorded in Book 7 at Page 182;
- 2) thence along the arc of a curve right which is concave to the Northeast having a radius of 380.00 feet through a central angle of 05°04'38" an arc distance of 33.67 feet and having a chord bearing and distance of North 66°39'32" West, 33.66 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of tangency;
- 3) thence North 64°07'13" West, a distance of 195.70 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of curvature;

Elk Point First Addition
Plat Boundary
Legal Description

- 4) thence along the arc of a curve left which is concave to the South having a radius of 170.00 feet through a central angle of $54^{\circ}43'15''$ an arc distance of 162.36 feet and having a chord bearing and distance of South $88^{\circ}31'10''$ West, 156.26 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of tangency;
- 5) thence South $61^{\circ}09'32''$ West, a distance of 137.41 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574 at a point of curvature;
- 6) thence along the arc of a curve right which is concave to the Northwest having a radius of 230.00 feet through a central angle of $17^{\circ}25'56''$ an arc distance of 69.98 feet and having a chord bearing and distance of South $69^{\circ}52'30''$ West, 69.71 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of tangency;
- 7) thence South $78^{\circ}35'28''$ West, a distance of 245.38 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of curvature;
- 8) thence along the arc of a curve right which is concave to the Northeast, having a radius of 230.00 feet through a central angle of $37^{\circ}11'48''$ an arc distance of 149.32 feet and having a chord bearing and distance of North $82^{\circ}48'38''$ West, 146.71 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574, at a point of tangency;
- 9) thence North $64^{\circ}12'44''$ West, a distance of 96.72 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574 at a point of curvature;
- 10) thence along the arc of a curve left which is concave to the Southwest having a radius of 170.00 feet through a central angle of $05^{\circ}40'38''$ an arc distance of 16.84 feet and having a chord bearing and distance of North $67^{\circ}03'03''$ West, 16.84 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574 at a point of tangency;
- 11) thence North $69^{\circ}53'22''$ West, a distance of 256.10 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 5574 at the Northwest corner of Lot 1, Block 1 of said Elk Point on the West line of the Southeast Quarter of the Northeast Quarter of said Section 19;

thence along said Southeast Quarter of the Northeast Quarter, North $01^{\circ}26'00''$ West, a distance of 119.32 feet to an existing iron rod, 5/8 inch diameter with an aluminum cap marked PLS 832 at the Northeast 1/16 corner, which is also the Northwest corner of said Lot 2, Block 1, Elk Point;

thence along the North line of said Lot 2, Block 1, Elk Point which is also the North line of said Southeast Quarter of the Northeast Quarter, North $89^{\circ}38'19''$ East, a distance of 1312.75 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PE/LS 2427 at the Northeast corner of said Lot 2, Block 1, Elk Point, which is also the North 1/16 corner of said Section 19;

Elk Point First Addition
Plat Boundary
Legal Description

thence along the East line of said Lot 2, Block 1, Elk Point, which is also the East line of said Southeast Quarter of the Northeast Quarter, South 02°18'55" East, a distance of 254.65 feet to the Point of Beginning, containing 6.156 Acres of land, more or less;

SUBJECT TO:

Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

ELK POINT FIRST ADDITION

ORDINANCE NO. _____

N. 1/16 Sec. Cor.
An iron rod, 5/8 in. diam.,
with plastic. cap, mkd.
JUB PELS 2427
CP&F Inst. No. 904770 &
CP&F Inst. No. 2245513000

NE 1/16 Sec. Cor.
Fd. Iron rod, 5/8 in. diam.,
with alum. cap, 2 ins. diam.,
CP&F Inst. No. 2245514000

N89°38'19"E 1312.75'
~ BASIS OF BEARING ~

A PART OF LOT 2, BLOCK 1
ELK POINT
(BOOK 1, PAGES 273, 273A, 273B & 273C)

ARMSTRONG PARK
(BOOK F, PG. 236)

SKY HARBOR DRIVE

LOT 2, BLOCK 1
ELK POINT

POB

ARMSTRONG PARK
FIRST ADDITION
(BOOK F, PG. 274)

1/4 Sec. Cor.
Fd. Alum. pipe
2-1/2 in. diam.,
with alum. cap
3-1/2 in. diam.,
mkd. JUB PELS 2427
CP&F Inst. No. 904773,
CP&F Inst. No. 1590327, &
CP&F Inst. No. 2025624000.

CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	DISTANCE
C1	5°40'38"	380.00'	33.67'	16.85'	N 66°39'32" W	33.66'
C2	54°43'15"	170.00'	162.36'	87.97'	S 88°31'10" W	156.26'
C3	17°25'56"	230.00'	69.98'	35.26'	S 69°52'30" W	69.71'
C4	37°11'48"	230.00'	149.32'	77.40'	N 82°48'38" W	146.71'
C5	05°40'38"	170.00'	16.84'	8.43'	N 67°03'02" W	16.84'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 69°11'51" W	44.77'
L2	N 64°12'44" W	96.72'

BASIS OF BEARING

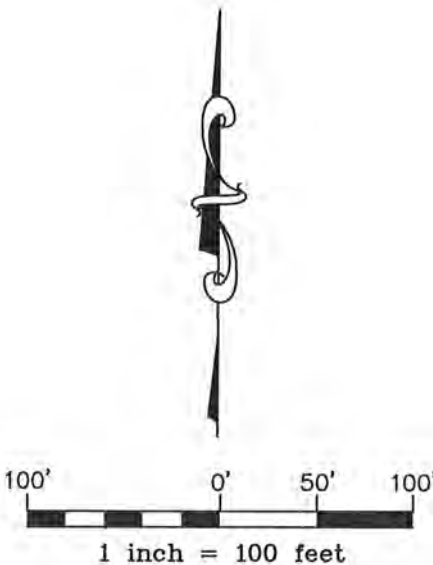
BASIS OF BEARING ~ NORTH 89°38'19" EAST ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AS RECORDED ON THE PLAT OF "ELK POINT" IN BOOK 1 OF PLATS AT PAGE 273, RECORDS OF THE KOOTENAI RECORDERS OFFICE.

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR VIRGINIA TATE.



Scott M. Rasor 05/13/19
SCOTT M. RASOR ~ PLS 6374 DATE



LEGEND

- ROAD RIGHT-OF-WAY MONUMENTS AS RECORDED IN BOOK 7 OF SURVEYS AT PAGE 182, KOOTENAI COUNTY RECORDERS OFFICE
- AN IRON ROD, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 6374, AS RECORDED ON THE PLAT OF ELK POINT
- CALCULATED POINT (NOTHING FOUND OR SET)

LEGAL DESCRIPTION EXHIBIT FOR VIRGINIA TATE

PORTION OF LOT 2, BLOCK 1, ELK POINT
LOCATED IN THE N1/2 OF THE SE1/4 OF THE NE1/4, SEC. 19,
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