

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.

NOTE: The City is utilizing Governor Little's Stage 3 Rebound Idaho guidance for its public meeting. As such, we are abiding by the social distancing standard of 6' within the physical meeting room, and limiting seating to approximately 10 seats, seating will be first come first serve. Therefore, we are still encouraging the public to participate electronically. While participating electronically the public comments will be taken during that section of the meeting by indicating a raised hand through the Zoom meeting application. Public comments will not be acknowledged during any other time in the meeting. Additionally, you may provide written public comments to the City Clerk at renata@cdaid.org any time prior to 4:00 p.m. the day of the meeting.

*The meeting will be aired on Zoom meeting network with the following options:
<https://zoom.us/j/99918005838> Password: 522103 or Dial: US: +1 346 248 7799 or +1 646 518 9805 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)*

Live viewing options include Facebook Live and YouTube, and is rebroadcast on Spectrum Cable channel 1301 and on YouTube through a link on the city's website (www.cdaid.org).

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.

March 16, 2021: 6:00 p.m.

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Brock Hoyer with Steadfast Church

C. PLEDGE OF ALLEGIANCE:

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

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

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

F. ANNOUNCEMENTS:

1. **City Council**
2. **Mayor**

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

1. Approval of Council Minutes for the March 2, 2021, Council Meeting.
2. Approval of General Services/Public Works Committee Minutes for the March 8, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for Monday, March 22, 2021, at 12:00 noon.
6. Setting of a Public Hearings for April 20, 2021:
 - a. V-20-01 Vacation of a Portion of Excess Seltice Way Right-of-Way Adjoining the Southerly Boundary of the Coeur d'Alene Honda Auto Dealership & Tax # 3599 in the City of Coeur d'Alene.
7. **Resolution No. 21-014** - Acceptance of Easement from Paul and Susie Petroff for a Sewer Pipeline located at 514 S. 18th Street, required for utility access.

As Recommend by the Wastewater Utility Project Manager

H. GENERAL SERVICES/PUBLIC WORKS COMMITTEE:

1. **Resolution No. 21-015** - Approval of a contract with Humanity Memorial, Inc., in the amount of \$75,000.00, for the public art entitled "Monument To Peace and Unity" at the Four Corners Gateway.

Staff Report by: Troy Tymesen, City Administrator

2. **Resolution No. 21-016** - Approval of a 3-year Concession Lease Agreement with The Buoy LLC, with the Option to renew for an additional 3 years, at McEuen Park Rotary Harbor House.

Staff Report by: Bill Greenwood, Parks and Recreation Director

3. **Resolution No. 21-017** - Approval of a 5-year Renewable Lease Agreement with Coeur d'Alene on Ice, LLC, to create and operate a seasonal ice-skating rink in McEuen Park

Staff Report by: Bill Greenwood, Parks and Recreation Director

I. OTHER BUSINESS:

1. **Resolution No. 21-018** - Approval of a Third Amendment to the Lease Agreement with New Cingular/AT&T.

Staff Report by: Terry Pickel, Water Department Director

J. PUBLIC HEARING:

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

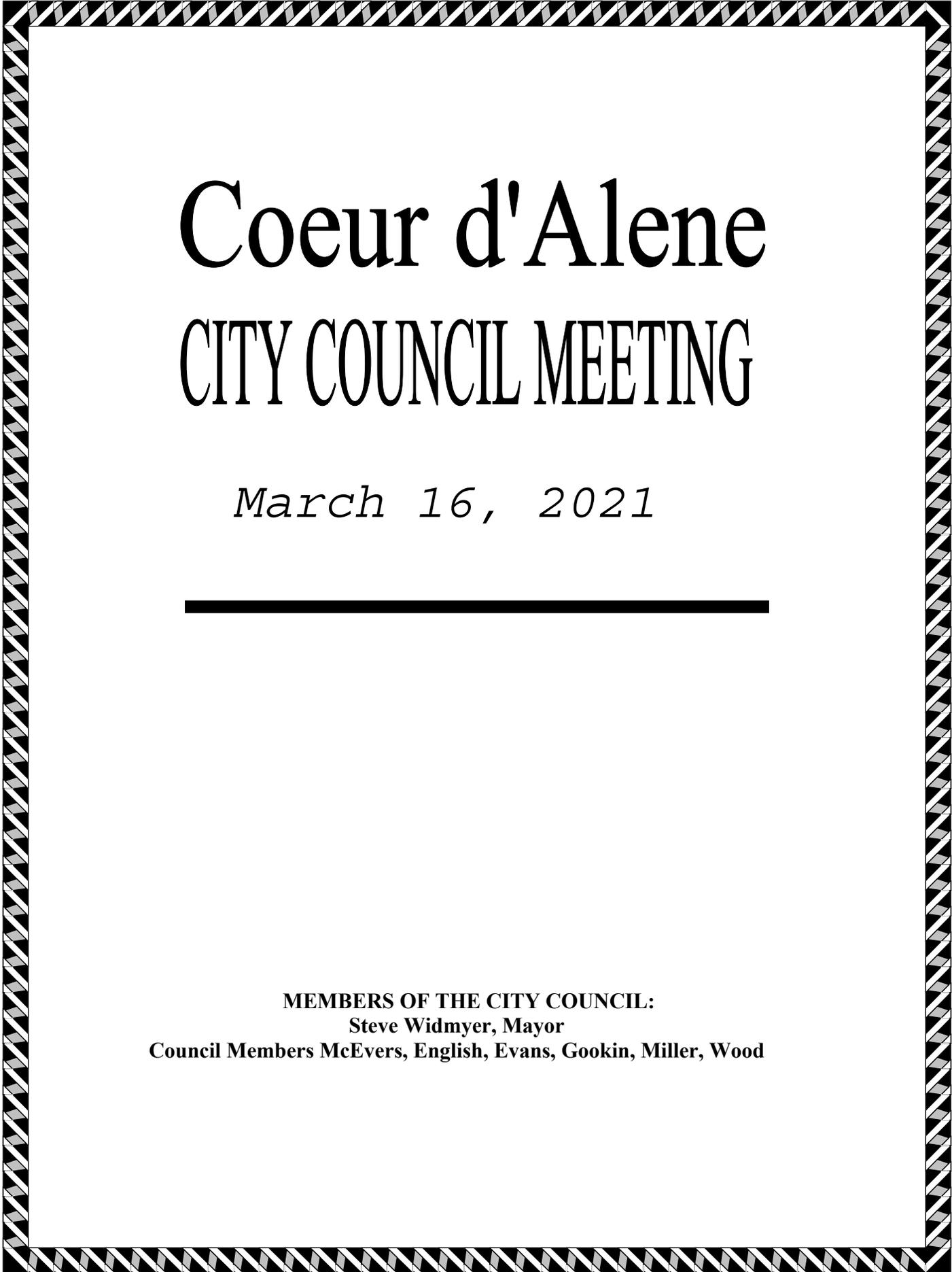
1. (Legislative) V-20-05 Vacation of an eleven-foot-wide alley located between Davidson Avenue and Emma Avenue west of Government Way in the City of Coeur d'Alene.

Staff Report by: Dennis Grant, Engineering Project Manager

- a. **Council Bill No. 21-1004**– Approving the Vacation of an eleven-foot-wide alley located between Davidson Avenue and Emma Avenue west of Government Way in the City of Coeur d'Alene.
2. (Quasi-judicial) - A-1-21: A proposed 21.6-acre annexation from County Agriculture, Commercial & Light Industrial to City R-17 & C-17, Located at the Northeast corner of Wilbur Ave and Hwy 95 Applicant: Dodge Heritage, LLC/ JB Dodge Co. LL

Staff Report by: Mike Behary, Associate Planner

K. ADJOURNMENT



Coeur d'Alene CITY COUNCIL MEETING

March 16, 2021

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood

CONSENT CALENDAR

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

March 2, 2021

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 March 2, 2021, at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Jon Anderson with Peace Lutheran Church provided the invocation.

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

MUSEUM OF NORTH IDAHO UPDATE- Museum of North Idaho Executive Director Britt Thurman noted that the Board is looking forward to creating a premier regional museum. They hope that the new facility provides a public gathering place, state of the art exhibit technology, an educational experience and many programs. She described the public spaces interior and exterior to the new facility. They will have ADA accessible outdoor space and look forward to placing the Big Hank cabin, that has been stored at the North Idaho College campus, onto the new facility property. She noted that they are within Phase 1 of the property development, which includes the site development and finishing the interior of the White House. Phase 2 will include the finishing of the basement level and design and install of the new exhibits. She noted that they intend to have a 2023 Grand Opening, with year-round services thereafter. She noted that they will have a program at the current location beginning April 1, 2021, entitled Hollywood of the North and encouraged the community to attend. Councilmember McEvers asked about fundraising. Ms. Thurman noted that they need to raise another \$4 Million to complete the project. She noted that there is a large grant request due in May for \$500,000, which requires a \$1.5 Million match.

PUBLIC COMMENTS:

David Lyons, Coeur d'Alene, spoke in regards to Council Bill 21-1001. He noted that the ordinance expands the R-34 zone to include increased height from 45' to 60'. He asked the Council to reject this section of the proposed ordinance. He believes that R-34 has been its own

zoning district since the 1980s. The main R-34 section notes that it is intended for a high-density zone offered through a Special Use Permit (SUP). He believes from that point in time until today the City could have created the R-34 zoning district as a separate zone, which would then allow the 60' height. All the R-34 apartments that exist have been done through the SUP option, rather than a zone change. The language notes that the district allows for 34 units per gross acre and that the City has the option of granting through the SUP. He reviewed the planning zoning options for SUP's in each zone. At some point the City made a mistake regarding the SUP option, which didn't have an issue with height; however, that is an issue now. He believes section 3 of the ordinance is a substantial change and asked that the Council reject that section.

COUNCIL COMMENTS:

Councilmember Miller noted that the Library will open on the 15th of March and will continue to offer curbside service. She noted that the Library is working with the Idaho digital book alliance to provide E-book services. She noted that over the past several years the regional planners have been working together regarding growth and the housing market. She has asked for a current taskforce to be formed and Coeur d'Alene, Post Falls, Rathdrum, Hayden, and Kootenai County have agreed to work together.

Mayor Widmyer asked for the confirmation of the following appointments: Mike Ward to the Planning Commission and Tom Messina to the Design Review Commission.

MOTION: Motion by Evans, seconded by McEvers to appoint Mike Ward to the Planning Commission and Tom Messina to the Design Review Commission.

DISCUSSION: Councilmember Gookin noted that he will be opposing the appointment, as he is not happy with the direction of the Planning Commission and Mr. Messina has been on the Committee for 20 years. Councilmember Miller asked if there were other people who have applied for these positions. Mayor Widmyer noted there was not. Councilmember Miller noted that there needs to be a certain skill set for the members of these committees and these people fill those roles. Councilmember Gookin feels that it is the same people serving year over year, so people do not apply for the committee positions.

Motion carried with Gookin voting in opposition.

CONSENT CALENDAR:

1. Approval of Council Minutes for the February 8, and February 16, 2021, Council Meetings.
2. Approval of General Services/Public Works Committee Minutes for the February 22, 2021, Meeting.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee meeting for Monday, March 8, 2021, at 12:00 noon.
5. **Resolution No. 21-012** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH LARIVIERE,

INC., FOR THE 2021 OPEN TRENCH PROJECT FOR THE WASTEWATER DEPARTMENT.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 21-012**.

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

UPDATE ON ALCOHOL VIOLATIONS: Police Chief White provided an update on the actions taken since the last Council meeting. He noted that several downtown bars voluntarily agreed to close at midnight; however, that is expected to end this weekend. It did make a significant impact compared to the violations from previous weekends. He noted that there were 11 over service reports, including one that gave a .395 blood alcohol content (BAC) test. Due to the emphasis downtown, some calls were delayed on the other side of town. In the past the City has meet with the bar owners in the spring and have encouraged training for servers and bartenders. The Police Department is continuing to strictly enforce alcohol codes. The City Clerk's office recommends strict enforcement of the outdoor seating codes for violations, once the season starts. Chief White noted that our City code does not include a suspension of a license only an option for revocation. He noted that the City of Nampa has a point system model and it is very staff intensive. The intoxication in public ordinance could be adopted that would not simply be that someone is intoxicated but be cited based on the behavior associated with being intoxicated. Another code to consider would be a code adoption of not allowing bartenders/servers to drink while on the job.

DISCUSSION: Councilmember McEvers noted that he thought the City had an intoxication in public law. Chief White explained that they have to have an underlying behavior in order to arrest, not just being intoxicated. He noted that it takes about 30 minutes to get to the jail and more to book a person into jail and more time to get back downtown. Councilmember McEvers asked about the bus booking and doing a mass transport. Chief White confirmed that they have used mobile booking on the 4th of July; however, doing that every weekend would be problematic. Councilmember Evans asked about the cost savings from not having special events over the past year. City Administrator Troy Tymesen noted that the City has rolled over to a new fiscal year and those funds do not roll over. Chief White noted that one of the biggest expenses over the past year has been filling in for sick leave. Councilmember Wood noted that there has been discussion about a downtown police sub-station and asked how that would help. Chief White noted that over the past several months the entire sworn staff has been downtown, since that is where the problems are, and if they go up north to handle a domestic it causes a delayed response. Having a substation downtown would help with logistics, such as getting evidence bags or going to the restroom. Councilmember Wood would like Council to discuss this item for a solution for this summer. She noted that the Chief has stated that the Nampa ordinance is intensive, causes additional paperwork and follow-up, and questioned if that would require another body for its enforcement. Chief White noted that he does not have a body to put to that right now and clarified that it is everything the Idaho State Police (ISP) does for the City and is some duplication of efforts. Councilmember Wood thinks the public intoxication ordinance would be something to look at. She also stated that if bar staff is drinking, they can't

determine if they are over serving others. She noted that the curfew might be a long-term fix, maybe three to five years down the road, so that is why she is interested in the Nampa ordinance. She also felt that cameras and additional lighting should be looked at. Chief White felt that would be very important as well.

Councilmember Gookin noted that he recommends strict enforcement, and asked why is it not happening now. Chief White explained that they typically warn someone first, then if it continues, they take action. They enforce as strong as they can with the manpower they have. Councilmember Gookin asked how to stop someone from blowing a BAC of .395. Chief White noted that it would be to not serve them as much, and it is on the bartenders, wait staff, and security to take on that responsibility. Councilmember Gookin asked why not park a mobile command center in the Ironhorse parking lot. Chief White noted that he has considered it, but on City owned property, usually at Independence Point. Councilmember Gookin noted that the command center has a camera and lights, so it would be good to use.

Mayor Widmyer asked Chief White what two things they could do right now to help the police enforce the laws. Chief White thought that enacting an ordinance prohibiting bartenders from drinking at work may not be the biggest impact; and maybe the Legal Department would agree with crafting an ordinance to impact behavior with things associated downtown. He explained that the disturbing the peace ordinance requires a victim in order to go to court and that is not always easy at 2:00 a.m. Other ordinances such as the one from Boise, might help officers. City Attorney Mike Gridley has talked to the chief prosecuting attorney and felt the existing disorderly conduct code could be reviewed and clarified. Councilmember English noted that public safety is at the top of the Council's priority list for the allocation of resources. He would support the cutting back of bar operating hours in the short term, maybe through the summer. Councilmember McEvers asked if you can arrest someone for just being intoxicated, as the issue is overserving. Mr. Gridley clarified that police have to have an associated behavior like getting into a fight, going out to the street, or DUI. Mayor Widmyer asked if the bartender get in trouble for the over service or is it the bar owner. Chief White noted that it would be a civil process by ISP against the bar as a whole. Councilmember Wood asked about the outdoor seating authority. City Clerk Renata McLeod explained that the outdoor seating permits are for use of the City right-of-way, and that the permit includes the authority to suspend or revoke for violations of the City code, specifically related to the service of alcohol. She noted that the permits are issued starting March 16. Chief White noted that they will continue to staff the weekends to do enforcement. Councilmember Miller asked for clarity regarding the number of calls to each bar. Chief White clarified that the number he provided was for reported incidents in total. He noted that the last couple of weekends were significantly different with the early closures, less fights, and this is a temporary solution to institute a curfew. Councilmember Miller asked what has resulted in the conversations with owners and what solutions are they interested in. Chief White noted that he spoke with two bar owners last week and they would consider passing information along to staff about being more vigilant to look for intoxicated individuals. Councilmember Miller asked how the Police Department was working with ISP on the citation and monitoring issues. Chief White noted that they conducted in service training in February, where they received training on what to include in the report to help ISP with the administrative actions. They have jointly conducted a few nights of enforcement within the bar. He concurred it is a group effort and last weekend they had ISP troopers doing additional DUI enforcement.

Councilmember Miller said that she agreed with enhancing the disorderly conduct ordinance and using the outdoor seating as a leverage and expressed concern that the warmer weather will make this worse. Councilmember Evans asked about the substation, and if they use Fire Station 1 for use of facilities. Chief White noted that the station is currently used only by fire staff due to COVID. Mayor Widmyer wondered if ISP needs to increase their resources to our community since we have grown in population. Chief White noted that they have two detectives assigned to our area now but one originally. Councilmember Wood offered to do a ride along as a Councilmember to get eyes on the downtown and thought other Councilmembers should too. Councilmember English noted that the City has increased the number of fire stations and maybe now is the time to increase the police sub-station to include the holding cell capacity. Councilmember McEvers asked for clarification as to why we are having these issues that traditionally occur in the summer. Chief White noted that historically there is a break in the winter and believes this is largely caused by Spokane being closed down and that the level of violence is higher than we see in the summer. He explained that during the summer the School Resource Officers are utilized and they alter the patrol rotation and a number of officers are on overtime during the daytime.

MOTION: Motion by Wood seconded by McEvers to direct legal staff to craft an ordinance that adopts a disorderly conduct code based on behavior and explore the necessary equipment and lighting upgrades.

DISCUSSION: Councilmember English asked if the motion would include a curfew. Councilmember Wood noted that the motion would not include a curfew. Councilmember Miller clarified that she would like to see the use of the outdoor seating permit rules and maybe something to do with ABC partnership, so that the facility that is in violation would take this more seriously. Ms. McLeod explained that the current outdoor seating policy has a very detailed policy for suspensions and revocation of the outdoor seating permits and should not need to be rewritten. Councilmember Gookin noted that the City is a tourist town and people are going to go downtown to drink, he explained that he did do a ride along about four weeks ago. He felt that the issue stems from Washington State shutting down businesses and the solution is that Washington needs to open up. He noted that he would not support a disorderly conduct code, as he feels it is ripe for abuse and thinks the Downtown Association should take care of the lighting upgrades. Councilmember Wood explained that she thinks they need to give law enforcement tools to deal with this, and they are constantly in a mode of trying to control the out-of-control people and she trusts their discretion. Mr. Gridley explained that there already exists a disturbing the peace statute and they could work to clarify how to define it and the behavior that the police see and what can be enforced in Court. Councilmember Wood noted that the current ordinance requires a victim and there needs to be something to change that. Mayor Widmyer noted that disorderly conduct could include behavior such as breaking a window and kicking over signs and garbage cans, and the property owner can be a part of the process. Mr. Gridley also noted that people can be trespassed. Mayor Widmyer asked for an update in May.

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

Councilmember English noted that they have not addressed the curfew issue. Councilmember Wood noted she would only like to consider it if it were tied to the pandemic.

MOTION: Motion by English, seconded by Wood that the City institute a curfew for the downtown bars to close at 12:00 midnight and to begin Friday the 12th of March and run through the end of April and reviewed thereafter.

DISCUSSION: Councilmember McEvers asked if this was intended to be applicable to all bars in the City. Councilmember English noted that he would define it to the downtown area, essentially from 7th Street to 1st Street on Sherman Avenue. Mayor Widmyer noted that he appreciates what he is trying to do but this is a huge step. Councilmember Wood believes Washington will move into another phase soon, so she hesitates to set a curfew just for that specific area as there are other areas that are also a part of the problem. Councilmember Evans noted that she appreciates the thought behind the motion, but believes she needs more information on how it impacts the other businesses and areas outside of Sherman Avenue. Councilmember Miller noted that she doesn't think we are there and hopes the current work will encourage the owners to voluntarily do so.

Motion failed with English voting in favor.

RESOLUTION NO. 21-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A CONTRACT WITH DG&S COMPANY FOR THE US-95/NORTHWEST BOULEVARD SWALE PROJECT FOR THE STREETS AND ENGINEERING DEPARTMENT.

STAFF REPORT: City Engineer Chris Bosley explained that the Drainage Utility has determined that it would be beneficial and prudent to install stormwater infrastructure beneath US-95 and has received an encroachment permit from the Idaho Transportation Department (ITD Permit #1-20-172) to allow for the diversion of current stormwater flows to a newly constructed swale and drywell area, effectively removing the direct injection of stormwater to the Spokane River from a drainage area of approximately 215 acres. The utility is currently constructing the swale that will accommodate the stormwater flow from the newly placed manhole and storm line. Bids were received for the pipe installation with the low bidder being DG&S Company at \$106,000.00.

DISCUSSION: Councilmember McEvers noted that this is an awesome project.

MOTION: Motion by McEvers, seconded by Miller to approve **Resolution No. 21-013**, approving a contract with DG&S Company for installation of a manhole and storm line for the US-95/NW Boulevard Swale Project.

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

COUNCIL BILL NO. 21-1003

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE COEUR D'ALENE MUNICIPAL CODE: 13.20.2.2, 13.20.3.13, AND 13.20.4.6 ADDING LANGUAGE REQUIRED BY IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: Wastewater Superintendent Mike Anderson explained that an inspection of the City's Wastewater Pretreatment Program in 2020 by the Idaho Department of Environmental Quality indicated some changes are required to our Sewer Use Municipal Code (MC) to align with industrial user permits. The following amendments to the code are being recommended for approval: MC 13.20.2.2, to add language allowing concentration limits (mg/L) or mass limits (lbs); MC 13.20.3.13, to delete language which extends a wastewater permit beyond its expiration date; MC 13.20.4.6 to add language requiring a 5-day notification to the City of any discharge that could cause a problem to the POTW. This amendment also requires Significant Industrial Users to notify the City of any changes to their process which could produce a slug discharge. He noted that this will only impact two businesses.

DISCUSSION: Councilmember Miller asked if there was an event that caused this action. Mr. Anderson noted that the administrative review was the event, not an unexpected discharge. Councilmember McEvers asked if there were any costs to making these changes. Mr. Anderson confirmed there were not costs, just cause to monitoring like they are currently doing. Councilmember Gookin asked for clarification regarding the slug process. Mr. Anderson noted that it is pollutant we are concerned about such as metals and PH, if there was a slug of high PH we would be required to be told. At that time, they would continue with measurements and some recycling in the plant.

MOTION: Motion by McEvers, seconded by Miller, to dispense with the rule and read **Council Bill No. 21-1003** once by title only.

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

MOTION: Motion by McEvers, seconded by Miller, to adopt **Council Bill No. 21-1003**.

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

APPROVAL OF STAFF TO ENTER INTO CONTRACT NEGOTIATIONS FOR CDBG AGREEMENTS WITH NORTH IDAHO COLLEGE, TESH, LAKE CITY CENTER, AND HABITAT FOR HUMANITY FOR PLAN YEAR 2020, AND CDBG-CV AGREEMENTS WITH IDAHO YOUTH RANCH, UNITED WAY, LOVE INC., AND LAKE CITY CENTER.

STAFF REPORT: CDBG Specialist Chelsea Nesbit explained the first four requests are related to the 2020 CDBG funds and the next three requests are for the use of the COVID funds. Ms. Nesbit noted that the Volunteer Ad Hoc Grant Review team met on February 23, 2021 to review and rate the applications. The group included the following participants: Councilmember Woody McEvers, Pamela Bates (Volunteer Senior Service Coordinator), Jon Ingalls (Planning and Design Review Commission member), Maggie Lyons (Charity Reimagined) and Nicole Kahler (CDA's 2030 Executive Director). The 2020 total allocation from HUD was \$339,375. Of that amount, \$206,500 was allocated to the Community Opportunity Grant in the 2020 Annual Action Plan. Funding requests for the 2020 grant cycle totaled \$330,000. The Volunteer Ad Hoc Grant Review team recommends the following CDBG PY 2020 allocations: NIC in the amount of \$30,000 for a pilot program of a Venture Fund Microgrant; Tesh in the amount of \$42,500 for an ADA bathroom and kitchen remodel; Lake City Center in the amount of \$10,000 for the annual Meals on Wheels program and \$2,500 for an automatic external defibrillator device; Habitat for Humanity in the amount of \$120,000 for project planning of a 20-unit affordable housing facility. The Committee also recommended the following CDBG-CV grants: Love INC in the amount of \$20,000 for the Rental and Utility Assistance Program, Idaho Youth Ranch in the amount of \$28,000 for their Case Manager Position, and United Way of North Idaho in the amount of \$52,000 for the Childcare Scholarship Program Extension. These projects total \$100,000. She noted that there is currently \$166,386 in CARES Act funds to spend on COVID-19-related needs that meet the HUD requirements for funding, and if this grant is awarded, \$66,386 will remain.

DISCUSSION: Councilmember Evans noted that she is employed by one of the organizations and will recuse herself. Councilmember McEvers noted that he would like to recuse himself as well, as he serves on the Lake City Center Board. Councilmember Wood noted that she could recuse herself as well, as she serves on the North Idaho College Board. Mr. Gridley encouraged Councilmembers McEvers and Wood to not recuse themselves but to disclose the connection, and as long as they are not receiving a financial benefit, they should vote as they see fit.

MOTION: Motion by Gookin, seconded by Miller, to authorize staff to enter into contract negotiations for CDBG Agreements with North Idaho College, TESH, Lake City Center, and Habitat for Humanity for Plan Year 2020, and CDBG-CV Agreements with Idaho Youth Ranch, United Way, Love Inc., and Lake City Center.

DISCUSSION: Councilmember McEvers noted that he was on the committee, and expressed that there are so many great things to fund. He explained that it is hard to fund jobs and housing fully, as there isn't enough money, but it helps with the design and such for Habitat, and NIC is trying an economic development and the committee tries to balance old with new.

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

COUNCIL BILL NO. 21-1001

AN ORDINANCE AMENDING THE FOLLOWING SECTIONS OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO: 16.05.050, 16.25.050(A), 17.05.330(A), 17.05.455, 17.05.560(C), 17.06.015, 17.06.660, 17.06.830, 17.07.320, 17.07.810, 17.07.945(A), 17.08.945(B), 17.08.955, 17.09.120(D), 17.09.125, 17.09.215(C), 17.09.235, 17.09.340(A), 17.09.472, 17.09.615(A), 17.09.710, 17.44.050, 17.44.090, 17.44.170, 17.44.220, AND 17.44.225, TO CLARIFY THE APPEALS PROCESS, AND TO MAKE VARIOUS TECHNICAL CHANGES FOR CONSISTENCY AND CLARIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: Community Planning Director Hilary Anderson explained that she has amended these codes based on Council's feedback on January 19, 2021. These amendments to Title 16 and Title 17 are housekeeping edits that will clean up inconsistencies and clean up old references to a male planning director. There are also proposed amendments to clarify performance standards in some of the zoning districts. There are also inconsistencies between the Zoning Ordinance and the Commercial Design Guidelines with regard to landscape buffering when adjacent to a residential use versus a residential zone. Staff is bringing forward updates to clean up these sections of the Municipal Code and the Commercial Design Guidelines. Title 16 and 17 amendments include the appeal timing will be 15 days based on the date of decision rather than date of publication, based on calendar days. Title 17 amendment highlights included the aggrieved or affected party definition is being clarified using language from the State Statutes related to standing for an appeal; clarifying the R-34 zoning district to make it clear that it is only available through the special use permit process and that it does provide the increased height in addition to the increased density; and clarifying that schools are not relevant if it is an adult only apartment complex, but park proximity would be a consideration; clarifying the maximum height for a single-family home built in an MH-8 zoning district. Several clarifying site performance standards for C-17 including side and rear setbacks and allowing for horizontal mixed-use projects to have setbacks associated with the various uses. Additional clarifications to height standards for Accessory Dwelling Units (ADU) and buffer yard regulations were made. Commercial Design Guideline amendments include Residential/Parking Lot screening that the buffering is required when a site abuts a residential district or residential use. Ms. Anderson noted that the code approved in 1982 referenced the multi-family height allowance, which was not clearly noted in the code and this will make it clear within the special use permit (SUP) process. She clarified that the R-34 designation goes back to 1982 and that R-34 was through a SUP not intended to be its own zoning district, that it is referenced as allowed through R-34. The height limit was around 63' height, the underline zoning was 45' but once they get the SUP for R-34 they automatically were allowed the 63' in height.

DISCUSSION: Councilmember McEvers asked if every R-34 approved has a SUP on it. Ms. Anderson confirmed that is correct. Councilmember McEvers asked if Council could request conditions through a SUP, such as open space or affordable housing. Ms. Anderson noted that the Council would not be able to, as the Planning Commission hears the SUP requests, but they can place conditions on the property, if it is justifiable. She noted that through the

comprehensive plan and if they want to change the zoning code, they could make those changes at that time. Councilmember McEvers asked if the R-34 was appealed would it come to Council. Ms. Anderson confirmed that the check and balance is that the appeals come to City Council. Councilmember Gookin asked if staff would be making the determination regarding if the appeal language is descriptive enough. Ms. Anderson noted that in the past they have asked the appellant to give more explanatory language as to why it didn't meet the findings. Councilmember Gookin felt that the reason for the appeal could be vague and the Council would make the decision if it is good enough. Mr. Gridley noted that this came up a few years back with an appeal and they just said they don't like the development and the party that is being appealed has to bring evidence forward for the case without the information to respond to, which is unfair. Councilmember Gookin noted that people have to pay to appeal, and he thinks its valid for someone to appeal because they don't like the project. Councilmember Gookin asked for additional information regarding R-34 topic and section 3, and increased height. Ms. Anderson noted that this is to add clarity that it automatically allows the height. Councilmember Gookin felt that it was redundant and the new language regarding appeal is a concern for him. Councilmember Wood noted that it appears that Ms. Anderson's response is just trying to make it crystal clear. Councilmember Miller noted that she doesn't understand how it was misinterpreted, as the planner who wrote the code was the one who implemented the code. Councilmember Wood asked what are other cities doing. Ms. Anderson noted that most jurisdictions hear the SUP through the Planning Commission, but State Statues don't require it. Many cities are trying to streamline the process so that it expedites the process. Councilmember McEvers noted that there have not been many R-34 densities constructed here. Councilmember Wood would like to keep the appeal language as originally written, as it should not be a burden to people coming forward.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read Council **Bill No. 21-1001** once by title only.

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

MOTION: Motion by Gookin, seconded by Wood, to adopt **Council Bill No. 21-1001**, removing all newly proposed appeal language requiring an explanation of the appeal, while keeping the 15-day timeline upon which an appeal can be made, included in Sections 2, 15, and 21.

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

MOTION: Motion by Gookin to modify to remove the modification from Section 3A which is the increased height and reduce the redundant language. Motion died for a lack of second.

EXECUTIVE SESSION: MOTION: Motion by McEvers, seconded by Evans 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.

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

The City Council entered Executive Session at 8:38 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Attorney, outside Counsel Peter Erbland, and City Attorney. Council returned to regular session at 9:12 p.m.

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

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, CMC
City Clerk

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March 8, 2021

GENERAL SERVICES/PUBLIC WORKS COMMITTEE MINUTES

12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Amy Evans, Chairperson
Council Member Christie Wood
Council Member Dan English

STAFF

Juanita Knight, Senior Legal Assistant
Troy Tymesen, City Administrator
Bill Greenwood, Parks & Recreation Director
Randy Adams, Chief Deputy City Attorney
Stephanie Padilla, Finance Department

CITIZENS

John Bruning, Arts Commission - Sub-Committee Chair

Item 1. Approval of a contract with Humanity Memorial, Inc., in the amount of \$75,000.00, for the Public Art at the Four Corners Gateway.

(Agenda)

John Burning, Arts Commission – Sub-Committee Chair, explained that the City of Coeur d'Alene Arts Commission received a total of 20 artist qualification submissions through CaFE and after initial review, the artists who met the minimum qualifications were narrowed down to five (5) artists. The five (5) artists received \$1,000 honorarium to provide sketched details, materials list, rendering narration, budget, and a maquette of the proposed art piece. Through an online survey three (3) finalist were chosen to be personally interviewed for final selection. The selection committee met on February 8, 2021, to review the public comments and conduct Zoom interviews with the top three (3) artists. Following the interviews, and after thorough review and discussion, the voting members of the selection committee unanimously chose artist Ai Qiu, of Humanity Memorial Inc., and her art proposal entitled “The Monument of Peace and Unity”. The selection committee was especially impressed with Ms. Qiu’s Zoom interview, the research she conducted on the project, and the extremely professional manner of her presentation. The recommendation was then presented to the Arts Commission at their meeting on February 24, 2021, where the Commission voted unanimously to accept the recommendation of the selection committee, and to recommend that Council approve a contract with Humanity Memorial Inc., for “The Monument of Peace and Unity” in the amount of \$75,000. Pursuant to the Request for Qualifications timeline, the artwork would be scheduled for completion and installation in September 2021.

Councilmember Wood thanked, in particular, Dr. Pricilla Bell for proposing the art work in the first place. Councilmember Wood is very happy with choice and, in particular, the message it represents. She is hopeful more artwork with this type of message can be added to the city. She requested this item be an agenda item on the City Council agenda rather than a consent calendar item.

Councilmember English said he was happy to be part of the selection process and noted that the interview with the applicant is what really turned the corner for him.

Councilmember Evans said this is an amazing piece and it’s going to be a fabulous addition to the city of Coeur d'Alene. She thanked the selection committee and John Bruning for leading the group. She enjoyed the interview process because you get to know intimately the artists thoughts behind their pieces of work.

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MOTION: by English, seconded by Wood, to recommend that Council approve a contract with Humanity Memorial, Inc. in the amount of \$75,000.000 for public art at the Four Corners Gateway. Motion Carried.

Item 2. Approval of a 3-year Concession Lease Agreement with The Buoy LLC, with the Option to Renew for an additional 3 years, at McEuen Park Rotary Harbor House.

(Agenda)

Bill Greenwood, Parks & Recreation Director, explained that The Buoy LLC has been the concessioner at the Rotary Harbor House since 2016 and does include beer and wine sales. Last season the City allowed for them to increase seating by expanding the layout. Due to the increase of the square footage of seating at the Harbor House the lease fee will increase. The fees for the next three years are as follows: year 1) \$16,000, each subsequent year shall increase based on the Bureau of Labor Statistics Price Index (CPI-U) West region. Mr. Greenwood said The Buoy LLC, has provided excellent service to the public. It's in a good location and is well known and visible to park visitors. The Buoy LLC partnership consists of Essex Prescott, Cory & Jared Schneider.

Councilmember English said he is a regular customer in the summer and they are friendly, the food is good, and they are a great asset to have.

Councilmember Wood said the Parks and Recreation Commission is very pleased with The Buoy LLC noting that she also has been there after walking on Tubbs Hill. Again, she requested this item be an agenda item on the City Council agenda rather than a consent calendar item.

MOTION: by English, seconded by Wood, to recommend that Council approve the 3-year Concession Lease Agreement with The Buoy LLC, with the option to renew for an addition 3 years, at McEuen park Rotary Harbor House. Motion Carried.

Item 3. Approval of a 5-year Renewable Lease Agreement with Coeur d'Alene on Ice to create and operate a seasonal ice-skating rink in McEuen Park.

(Agenda)

Bill Greenwood, Parks & Recreation Director, explained that for years staff has looked for a consistent winter activity in the downtown core that would promote winter park use and increase downtown activity. Staff believes this proposal will do just that. Mr. Greenwood explained in his staff report that over a year ago staff was approached by Jerome & Andrea Murry d/b/a "Coeur d Alene on Ice" (CDA on Ice) about their business model that they have done successfully in Modesto, California. We talked through some locations and options with them and we believe the grass area in front of the Avista Pavilion would serve as a best location for this new endeavor. CDA on Ice will pay the City of Coeur d'Alene Parks Department \$6,000 per season with an annual CPI increases for 5 years. With the option of an extension for 5 more years starting at \$10,000 per season, with incremental yearly increases shown within the agreement. CDA on Ice will pay for all power costs associated with the ice rink. All revenue generated from the agreement will be placed in the Parks Capital Improvement Fund. The season's set up for the rink would start in mid-October and run through mid-January for the breakdown. Park staff already performs snow removal in the winter months for this park's sidewalks and trails, so the sidewalks will be cleared for patrons of the rink. Ice rink staff will assist with some snow

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removal. The staff of CDA on Ice will help with the cleaning of the restroom throughout the day and after hours. CDA on Ice will provide security for the facility when they are closed. CDA on Ice will cover all of the costs of the erection and maintenance of the ice rink and surrounding area, and will restore the area of the park used to as good or better condition at the end of each season. CDA on Ice will charge users and operate limited concessions, and will be solely responsible for advertising and promotion.

Councilmember Wood said the Parks and Recreation Commission was 100% in favor of this proposal. It's just what this community needs and it will be a great family event. She also requested this item be an agenda item on the City Council agenda rather than a consent calendar item.

Councilmember English said this brings back fond memories from when he was young and they would flood Memorial Field to make a skating rink out of it. He recalls a skating rink in the original proposal for McEuen park but it was pulled from the plans. He is glad to see an ice-skating rink finally come to fruition for McEuen park.

MOTION: by Wood, seconded by English, to recommend that Council approve the 5-year renewable lease agreement with Coeur d'Alene on Ice to create and operate a seasonal Ice-Skating Rink in McEuen Park. Motion Carried.

The meeting adjourned at 12:22 p.m.

Respectfully submitted,
[Juanita Knight](#)
Recording Secretary

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FIVE MONTHS ENDED
 February 28, 2021

RECEIVED

MAR 08 2021

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2021	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$243,342	\$94,765	39%
	Services/Supplies	8,400	938	11%
Administration	Personnel Services	214,699	89,590	42%
	Services/Supplies	3,000	222	7%
Finance	Personnel Services	695,484	277,732	40%
	Services/Supplies	539,300	291,395	54%
Municipal Services	Personnel Services	1,278,345	487,272	38%
	Services/Supplies	516,561	353,085	68%
	Capital Outlay	10,000	9,715	97%
Human Resources	Personnel Services	342,230	140,646	41%
	Services/Supplies	76,595	43,240	56%
Legal	Personnel Services	1,265,260	508,146	40%
	Services/Supplies	48,153	10,026	21%
Planning	Personnel Services	641,592	255,395	40%
	Services/Supplies	85,300	13,982	16%
	Capital Outlay			
Building Maintenance	Personnel Services	336,901	105,128	31%
	Services/Supplies	210,625	75,406	36%
	Capital Outlay			
Police	Personnel Services	14,988,826	5,981,220	40%
	Services/Supplies	1,619,594	381,421	24%
	Capital Outlay	117,738	12,224	10%
Fire	Personnel Services	10,068,973	4,496,166	45%
	Services/Supplies	633,838	174,983	28%
	Capital Outlay	8,000	5,215	65%
General Government	Services/Supplies	153,050	1,299,084	849%
	Capital Outlay			
Police Grants	Personnel Services		46,490	
	Services/Supplies	6,000		
	Capital Outlay			
CdA Drug Task Force	Services/Supplies		600	
	Capital Outlay			
Streets	Personnel Services	3,073,344	1,213,036	39%
	Services/Supplies	1,772,853	356,957	20%
	Capital Outlay	135,000	56,785	42%
Parks	Personnel Services	1,751,110	597,059	34%
	Services/Supplies	697,620	140,568	20%
	Capital Outlay			

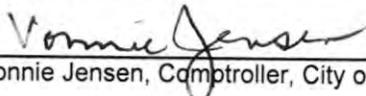
CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FIVE MONTHS ENDED
 February 28, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2021	PERCENT EXPENDED
Recreation	Personnel Services	561,328	193,148	34%
	Services/Supplies	183,880	26,726	15%
	Capital Outlay			
Building Inspection	Personnel Services	918,356	370,222	40%
	Services/Supplies	40,129	9,339	23%
	Capital Outlay			
Total General Fund		<u>43,245,426</u>	<u>18,117,927</u>	<u>42%</u>
Library	Personnel Services	1,330,045	524,649	39%
	Services/Supplies	226,000	85,132	38%
	Capital Outlay	180,000	40,711	23%
CDBG	Personnel Services	74,754	26,663	36%
	Services/Supplies	620,278	152,316	25%
Cemetery	Personnel Services	200,837	75,591	38%
	Services/Supplies	105,950	32,107	30%
	Capital Outlay			
Impact Fees	Services/Supplies	450,000		
Annexation Fees	Services/Supplies	195,000	184,000	94%
Parks Capital Improvements	Capital Outlay	323,260	526,441	163%
Cemetery Perpetual Care	Services/Supplies	166,500	74,167	45%
Jewett House	Services/Supplies	26,353	3,896	15%
Reforestation	Services/Supplies	6,500	188	3%
Street Trees	Services/Supplies	112,000	20,805	19%
Community Canopy	Services/Supplies	1,500		
Public Art Fund	Services/Supplies	271,300	12,470	5%
		<u>4,290,277</u>	<u>1,759,136</u>	<u>41%</u>
Debt Service Fund		<u>876,281</u>	<u>42,342</u>	<u>5%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FIVE MONTHS ENDED
February 28, 2021

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2021	PERCENT EXPENDED
LaCrosse Ave / NW Blvd	Capital Outlay	1,200,000		
Seltice Way Sidewalks	Capital Outlay			
Traffic Calming	Capital Outlay	15,997		
Kathleen Avenue Widening	Capital Outlay	885,635	2,785	0%
US 95 Upgrade	Capital Outlay			
15th Street	Capital Outlay		3,173	
Industrial Park Loop & Atlas	Capital Outlay			
Downtown Signal Imprvmnts	Capital Outlay	100,000		
Atlas Waterfront Project	Capital Outlay			
NW Blvd Traffic Signals	Capital Outlay		5,351	
		<u>2,201,632</u>	<u>11,308</u>	<u>1%</u>
Street Lights	Services/Supplies	733,250	181,059	25%
Water	Personnel Services	2,315,352	872,697	38%
	Services/Supplies	4,952,518	580,703	12%
	Capital Outlay	7,298,500	1,301,263	18%
Water Capitalization Fees	Services/Supplies	5,300,000		
Wastewater	Personnel Services	2,959,700	1,160,603	39%
	Services/Supplies	7,242,415	4,180,280	58%
	Capital Outlay	7,205,000	277,730	4%
	Debt Service	2,704,263	202,534	7%
WW Capitalization	Services/Supplies	1,484,809		
Sanitation	Services/Supplies	4,215,002	1,577,453	37%
Public Parking	Services/Supplies	1,600,036	332,138	21%
	Capital Outlay	40,000		
Drainage	Personnel Services	222,668	97,099	44%
	Services/Supplies	944,195	106,177	11%
	Capital Outlay	535,000	21,032	4%
Total Enterprise Funds		<u>49,752,708</u>	<u>10,890,767</u>	<u>22%</u>
Kootenai County Solid Waste		2,800,000	955,386	34%
Police Retirement		188,132	77,985	41%
Business Improvement District		176,000	40,000	23%
Homeless Trust Fund		5,300	3,121	59%
Total Fiduciary Funds		<u>3,169,432</u>	<u>1,076,492</u>	<u>34%</u>
TOTALS:		<u>\$103,535,756</u>	<u>\$31,897,972</u>	<u>31%</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

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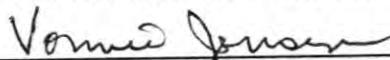
MAR 08 2021

CITY CLERK

City of Coeur d Alene
Cash and Investments
2/28/2021

Description	City's Balance
U.S. Bank	
Checking Account	1,708,760
Checking Account	53,688
Checking Account	69,969
Investment Account - Police Retirement	712,445
Investment Account - Cemetery Perpetual Care Fund	1,264,351
Idaho Central Credit Union	
Certificate of Deposit	271,070
Idaho State Investment Pool	
State Investment Pool Account	54,425,684
Spokane Teacher's Credit Union	
Certificate of Deposit	256,862
Numerica Credit Union	
Certificate of Deposit	1,017,161
Cash on Hand	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Library Change fund	180
Cemetery Change Fund	20
Total	<u>59,782,040</u>

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



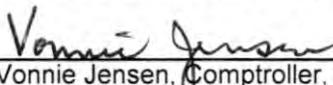
Vonnie Jensen, Comptroller, City of Coeur d'Alene, Idaho

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

CITY CLERK

FUND	BALANCE 1/31/2021	RECEIPTS	DISBURSE- MENTS	BALANCE 2/28/2021
<u>General-Designated</u>	\$1,994,552	\$43,245	\$59,133	\$1,978,664
<u>General-Undesignated</u>	18,204,782	5,348,278	7,185,842	16,367,218
<u>Special Revenue:</u>				
Library	652,276	38,553	120,677	570,152
CDBG	25,683		119,332	(93,649)
Cemetery	112,557	19,568	16,183	115,942
Parks Capital Improvements	287,064	2,427	32,414	257,077
Impact Fees	4,486,993	26,822	565	4,513,250
Annexation Fees	47,321	42,008	89,000	329
Cemetery P/C	1,300,739	2,940	18,805	1,284,874
Jewett House	25,627	448	1,877	24,198
Reforestation	28,999	52		29,051
Street Trees	174,344	5,129	2,500	176,973
Community Canopy	3,260	1		3,261
Public Art Fund	54,520	9		54,529
Public Art Fund - ignite	628,175	103		628,278
Public Art Fund - Maintenance	128,306	21	21	128,306
<u>Debt Service:</u>				
2015 G.O. Bonds	584,060	20,461	42,342	562,179
<u>Capital Projects:</u>				
Street Projects	727,066	120	2,785	724,401
<u>Enterprise:</u>				
Street Lights	171,310	49,787	15,413	205,684
Water	1,314,514	316,421	629,071	1,001,864
Water Capitalization Fees	7,614,526	90,857	5,044	7,700,339
Wastewater	8,980,533	943,677	747,088	9,177,122
Wastewater - Equip Reserve	1,227,253	27,500		1,254,753
Wastewater - Capital Reserve	2,500,000			2,500,000
WWTP Capitalization Fees	3,439,491	79,813	3,450	3,515,854
WW Property Mgmt	60,668			60,668
Sanitation	1,646,456	498,097	467,057	1,677,496
Public Parking	379,533	36,193	9,059	406,667
Drainage	1,402,287	87,193	56,580	1,432,900
Wastewater Debt Service	2,485,903	322,829	457,458	2,351,274
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	230,712	235,331	231,697	234,346
Police Retirement	737,545	14,605	32,280	719,870
Sales Tax	1,526	2,090	1,526	2,090
BID	211,800	3,585		215,385
Homeless Trust Fund	928	695	928	695
GRAND TOTAL	\$61,871,309	\$8,258,858	\$10,348,127	\$59,782,040

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

RESOLUTION NO. 21-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING AN EASEMENT FROM PAUL AND SUSIE PETROFF FOR A SEWER MAIN LOCATED ON PROPERTY AT 514 S. 18TH STREET.

WHEREAS, it is recommended that the City of Coeur d'Alene accept an easement from Paul and Susie Petroff pursuant to terms and conditions set forth in the Grant of Easement, 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 accept such Grant of Easement;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept a Grant of Easement from Paul and Susie Petroff for a sewer pipeline located at 514 S. 18th Street, 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 the Grant of Easement to the extent the substantive provisions of the Grant remain intact.

DATED this 16th day of March, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**GRANT OF EASEMENT
FOR SEWER PIPELINE**

KNOW ALL MEN BY THESE PRESENTS that Paul and Susie Petroff (hereinafter referred to as the “**GRANTOR**”), the owner(s) of real property located at 514 S. 18th Street, Coeur d’Alene, Idaho 83814, their property owned jointly, for good and valuable consideration, the receipt of which consideration is hereby acknowledged, does hereby grant, quitclaim, and convey unto the **CITY OF COEUR D’ALENE** , Kootenai County, State of Idaho, a municipal corporation duly organized and existing pursuant to the laws of the State of Idaho (hereinafter referred to as the “**GRANTEE**”), whose address is 710 Mullan Avenue, Coeur d’Alene, Idaho 83814-3958, and its successors and assigns, the following described easement for the existing sewer main lying below the surface of the real property located at 514 S. 18th Street, Coeur d’Alene, Idaho, including the right to continue use of the sewer main and to perform maintenance on the sewer main from the adjacent public street and alley, and excluding the right of entry onto the surface of the servient real property without the permission of the **GRANTOR**.

The servient real property subject to this easement is situated in Kootenai County, State of Idaho, and is more particularly described as follows, to wit:

KAESMEYER ADD TO CDA, S2-LT 4, LT 5, BLK 12 1950N03W

Said easement in the aforesaid lands is more particularly described as follows.

A sub-surface easement consisting of the outer pipeline of the existing sewer line as shown on the sewer line locates dated 04/01/2019. The easement shall be a cylinder sufficient to enclose the existing pipe and its conveyed contents.

GRANTOR, and/or their heirs, successors and assigns, may erect or construct, or permit to be erected or constructed, a building, structure or improvement, and may plant any tree or trees and install landscaping, adjacent to the sewer main; **PROVIDED**, any building, structure or improvement shall be engineered so that the sewer main is protected from damage. **GRANTOR** also acknowledges and agrees that their, and/or their heirs, successors and assigns, shall be responsible for any damage caused by the roots of any trees or landscaping hereinafter planted which damage the existing sewer main until such date when said sewer main is abandoned.

GRANTOR agrees that no other easement or easements shall be granted which interferes with the easement granted hereby without obtaining the prior written consent of **GRANTEE**.

GRANTEE agrees that it shall be responsible to compensate **GRANTOR**, and their heirs, successors and assigns, for damage caused to the **GRANTOR’S** property caused by a leak in or rupture of the sewer main, excepting only such leak or rupture caused by the actions of the **GRANTOR**.



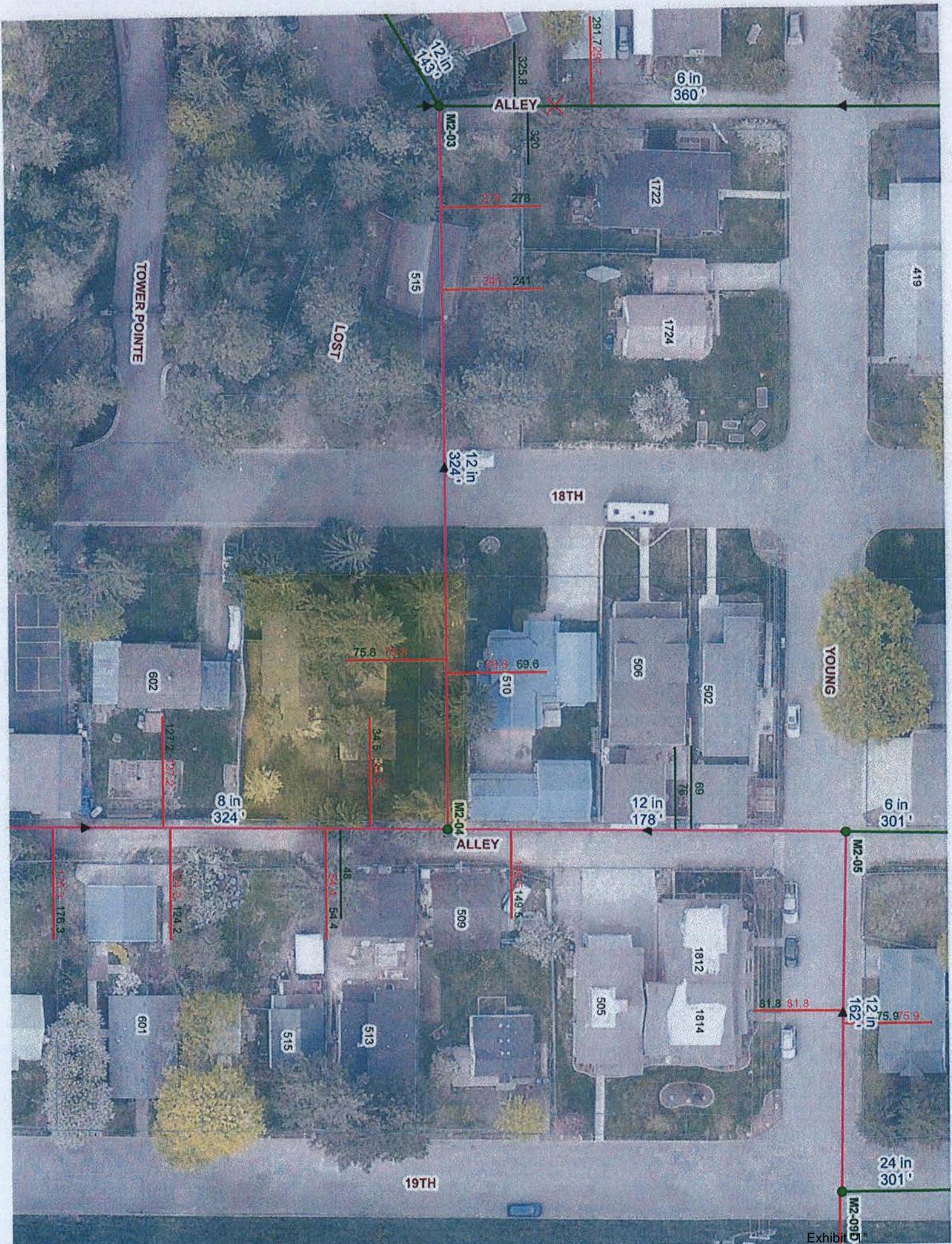
04/01/2019



04/01/2019



04/01/2019



12 in
143'

ALLEY

6 in
360'

325.8

360

1722

419

515

1724

TOWER POINTE

LOST

12 in
324'

18TH

YOUNG

75.8

510

506

502

602

8 in
324'

M2-04

ALLEY

12 in
178'

6 in
301'

M2-05

94.5

69.6

69

127.2

601

515

513

509

1812

1814

12 in
162'

24 in
301'

M2-09D

Exhibit

19TH

176.3

124.2

54.4

149.5

81.8

75.9

48

54.4

149.5

5.9

**GENERAL SERVICES/PUBLIC WORKS
COMMITTEE**

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: MARCH 16, 2021

FROM: TROY TYMESEN, CITY ADMINISTRATOR

RE: APPROVAL OF A CONTRACT WITH HUMANITY MEMORIAL INC., FOR PUBLIC ART AT THE FOUR CORNERS GATEWAY

DECISION POINT: To approve a contract with Humanity Memorial Inc., for public art at the Four Corners Gateway in the amount of \$75,000.00.

HISTORY: The City of Coeur d’Alene Arts Commission issued a national Request for Artist Qualifications on August 11, 2020, for public art at the Four Corners Gateway. The Four Corners Gateway is the intersection of Northwest Boulevard, Government Way and Fort Grounds Drive. The call was managed through the City’s account with Call for Entry.Org (CaFE), which is an online call to artists listing site. Interested parties were invited to submit their qualifications through CaFE, and then all eligible submissions were reviewed by a selection committee consisting of seven (7) voting members including: citizens, arts professionals, a City Councilmember, and two (2) non-voting members.

The City received a total of 20 artist qualification submissions through CaFE and after initial review, the artists who met the minimum qualifications were narrowed down to five (5) artists. The five (5) artists received \$1,000 honorarium to provide sketched details, materials list, rendering narration, budget, and a maquette of the proposed art piece. Through an online survey three (3) finalist were chosen to be personally interviewed for final selection.

The selection committee met on February 8, 2021, to review the public comments and conduct Zoom interviews with the top three (3) artists. Following the interviews, and after thorough review and discussion, the voting members of the selection committee unanimously chose artist Ai Qiu, of Humanity Memorial Inc., and her art proposal entitled “The Monument of Peace and Unity”. The selection committee was especially impressed with Ms. Qiu’s Zoom interview, the research she conducted on the project, and the extremely professional manner of her presentation.

The recommendation was then presented to the Arts Commission at their meeting on February 24, 2021, where the Commission voted unanimously to accept the recommendation of the selection committee, and to recommend that Council approve a contract with Humanity Memorial Inc., for “The Monument of Peace and Unity” in the amount of \$75,000. Pursuant to the Request for Qualifications timeline, the artwork would be scheduled for completion and installation in September 2021.

FINANCIAL: The total budgeted amount, including contingencies, for The Four Corners Gateway is \$75,000. The contract with Humanity Memorial Inc. would be issued in the amount of \$75,000. Funding for the Four Corners Gateway would come from the Arts Fund – Lake District URD. Ignite CDA annually provides 2-percent of its income to the city for public art within the two (2) Urban Renewal Districts.

DECISION POINT/RECOMMENDATION: To approve the contract with Humanity Memorial Inc., for public art in the Four Corners Gateway in the amount of \$75,000.

ATTACHMENTS: Artist Proposal and Contract

Title: ***The Monument of Peace and Unity***, City of Coeur d'Alene, Idaho

Proposal by Humanity Memorial Incorporated, Lead sculptor, Ai Qiu Hopen

Concept: A tower monument constructed of heavy steel plate, plasma-cut and hydraulically bent into a graceful spiraling form depicting human figures and ascending flights of doves in positive and negative mass (shadow and light), ***The Monument of Peace and Unity will stand*** as light of humanity transforming us and transcending our boundaries, as beacon of humanity united us in peace.

Inspiration: "We support the self-evident truth that all persons are created equal We believe that the dignity of each Human Being is inviolable."

Location: City of Coeur D'Alene Four Corners Gateway Landmark

Title: *Monument to Peace and Unity*(from the City of Coeur D'Alene to the world.)

Symbolic meaning: Of high visibility, this works scale is to be approximately 24 feet in height. It will be a landmark at a major entry into the City; it will reflect the City's long-standing commitment to human rights and human dignity.

This symbol of unity and peace rises from the two majestic rivers of Coeur d'Alene and symbolizes the embrace of inclusiveness and equality. Celebrating the beauty of diversity and the spirit of Coeur d'Alene people.

The two flights of ascending birds entwine and spiral upwards giving emphasis to two powerful phases:

"We support the self-evident truth that all persons are created equal " & "We believe that the dignity of each Human Being is inviolable."

We were taken by and so impressed by these two phases of truth, we want these words "written in stone", (or cut in steel in this case)... rising powerfully upward to convey the spirit, direction, and creed of the City of Coeur D'Alene. This artwork's design is meant as a joyous celebration of humanity-- "the benefits of coming together as a community and human race", if we may quote you. We top this work at its highest point with the children of future triumphing in unity and peace, demonstrate the power of our shared common good...which is much more powerful than any hate that divides us, we look to the future of our shared destiny to transform any enmity of the past into light of humanity, for it is more important to nourish on the best we can become rather than any past differences that once separated us.

Our personal inspiration with theme: Our family's story, echo's these truths. We are a team of family artists with our young son of new generation together on expressions of peace and harmony of humanity for the world. We as parents, a woman, and a man, from two sides of the Earth, from two vastly different cultures, different languages, differing sensibilities and traditions, but we have united into a family now populated with 5 biracial children and bound together with their wish as our purpose to create a better world for all our children; What binds us is our common humanity, it is beyond gender, or race, or age, or culture. This is why this work is so connected to our personal ethos and our personal aspiration for peace and equality in the world, this is the light we bring to this work. We are deeply inspired by the quotes from Kootenai County Task Force on Human Relations, to honor "the

long-standing commitment of your city to the equality of all people, to human rights, and to social and economic justice for all”

The circle

Circle on the base as foundation “all persons are created as equal” somewhere on the earth circle...at the top of our work, all figures raise and join hands together in freedom and unity...symbolizing “the dignity of each Human Being forming part of the the circle of peoples, standing in unity”

A circle is the place of hope, and shape of earth and sun, honoring the connection we have with our sacred earth, together, to evoking our bond with one another and our earth, to eliminating racism, create community, for a better future for all our children.

The sacred circle on the ground as a symbol of each of us returning to humanity, returning to one another as human family, with sense of connected-ness with no beginning and no end and belonging, sharing interconnection .

Relaxed and Inclusive Seating:

Seating places are made within the work above the copper river on the ground, to allow visitors to rest within the work, gazing upwards, allowing their spirit to rise with the ascending of birds of light spiraling above them, lifting their hearts and vision for peace and unity.

Physical structure and workmanship

>Our associate licensed structural engineer will review and sign off on our construction and installation plan.

>Our master welder, will execute and supervise 100% of all weld assembly, he has 35 years experience.

> Your structure integrity and public safety are assured. BIO Humanity Memorial Inc. is minority woman owned business firm, led by Ai Qiu Hopen, Ai Qiu has 20 years of experience, design and producing public artworks. Her personal mission is to create artworks for peace, healing and unity. her work is crafted from her identity as a mother, with passion and unwavering faith in humanity. She strives to create artworks that evoke and awaken the inherent love in us all as human being, conveying message of love, peace, unity to bring people together for a better future for all in generations to come. Her partner Bill Hopen has 40 years museum quality public art experience. Humanity Memorial Inc is multiple national award-winning design team, Unity Arch become landmark for McKinney Texas, as the No.1 best place to live by Money Magazine. Signature landmark, Three Hart, installed in NY/Canada Thousands Island (rated as No.1 must visited in TripAdvisor).

BIO/Humanity Memorial Inc. Team's structural engineer team has a tested record for many important landmarks in the world, such as World Trade Center Station, Construction cost,4 Billion USD), Vessel, in Houston yard (construction Budget 150 M USD). Scott Lomax CEng, MICE Senior Principal & Structural Designing Engineering Practice Zero Maintenance needed, Quality Guarantee lasting for centuries, resist vandalism, hurricane force winds or flooding, extreme weather etc. "massiveness" + "solidity" "quality", permanent and indestructible. Public Safety Assured.

Dimension drawings/details:

Source of Civic Pride



Monument to Unity and Peace, City of Coeur d'Alene
All-America City Award, A Must Visit Destination

“We support
the self-evident truth
that all persons are created
equal
We believe that the dignity
of each Human Being is
inviolable”

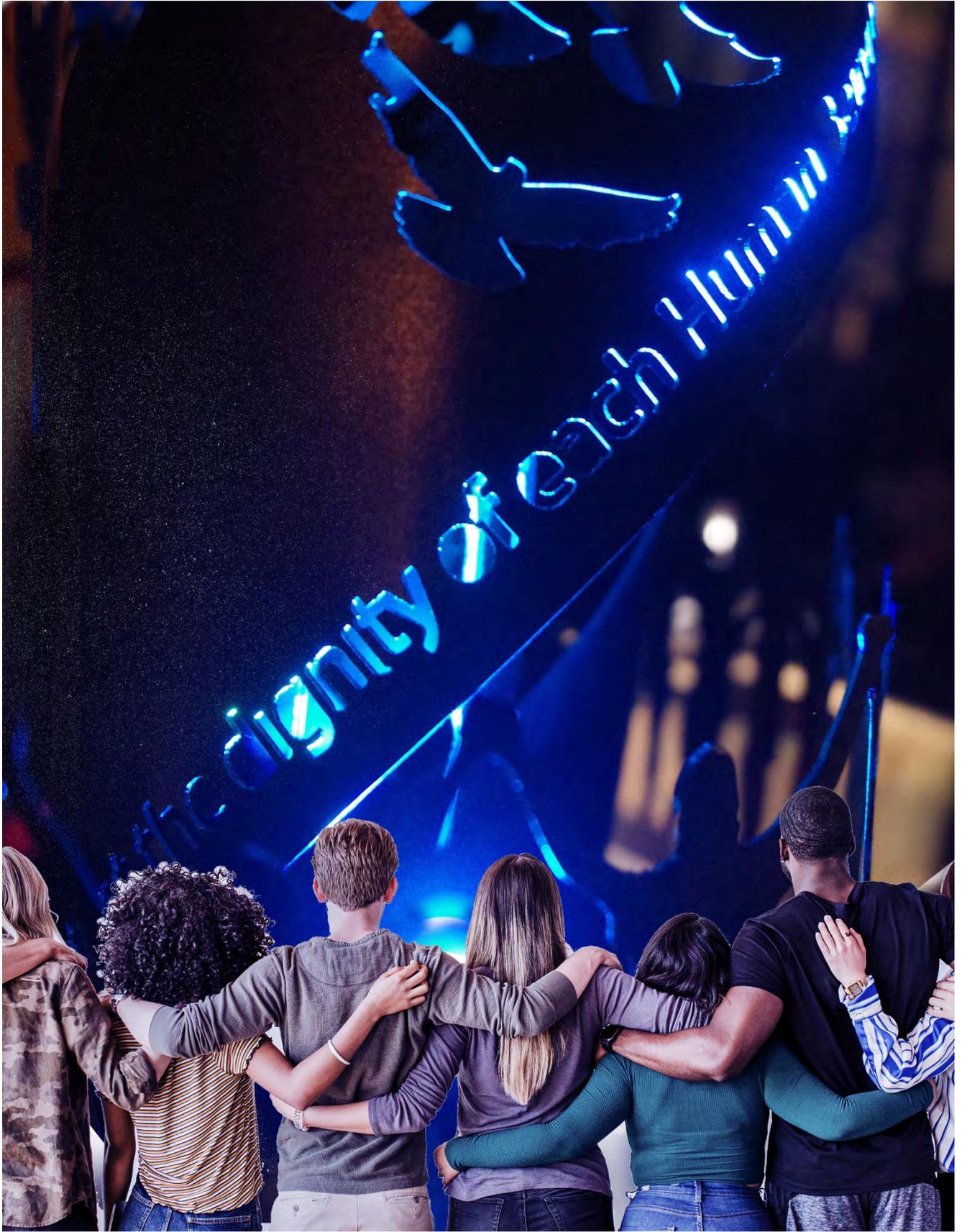
---(Kootenai County Task Force
on Human Relations)

Humanity Memorial Inc.
www.aiqiuholen.com

Community Identity
Celebrate diversity



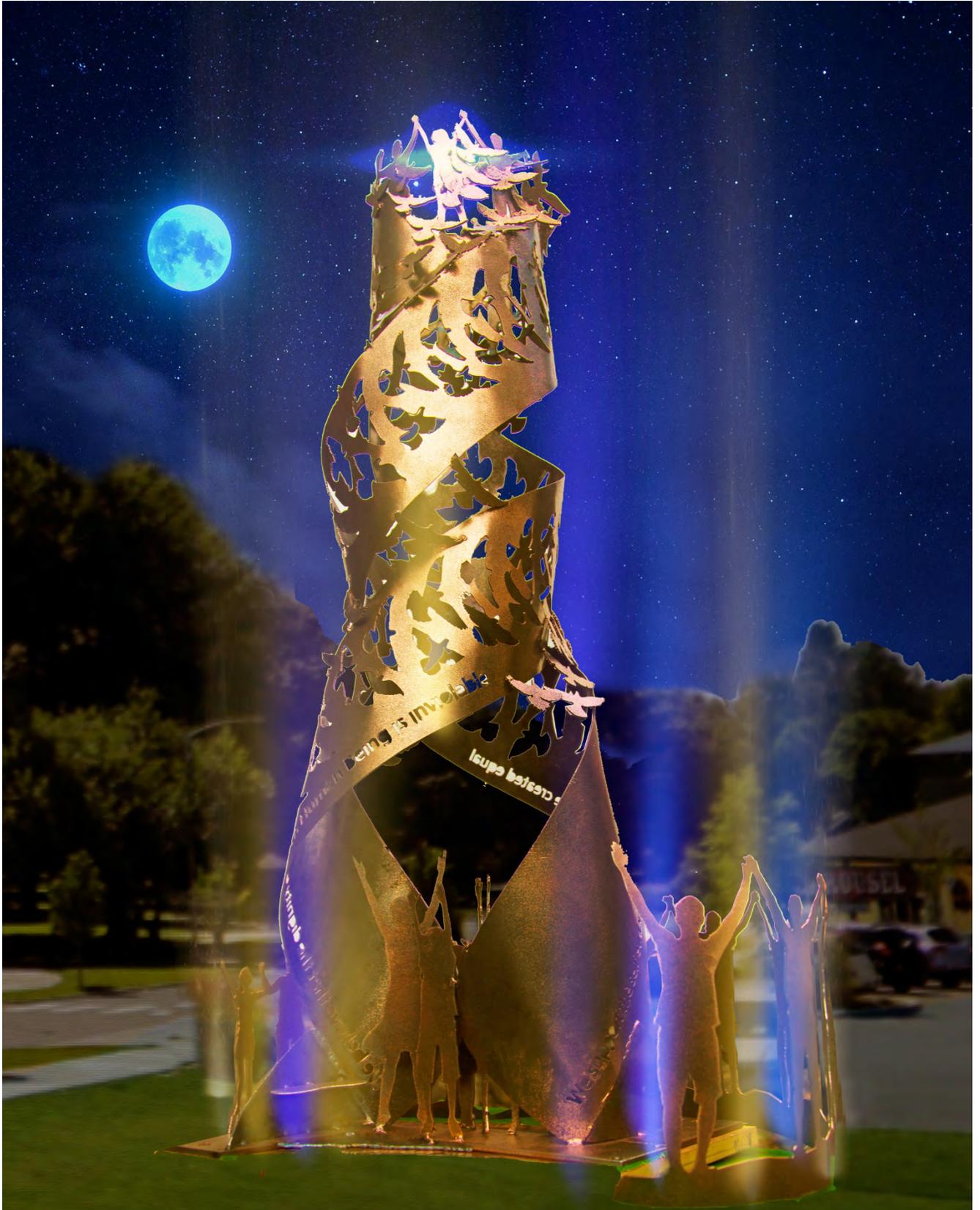


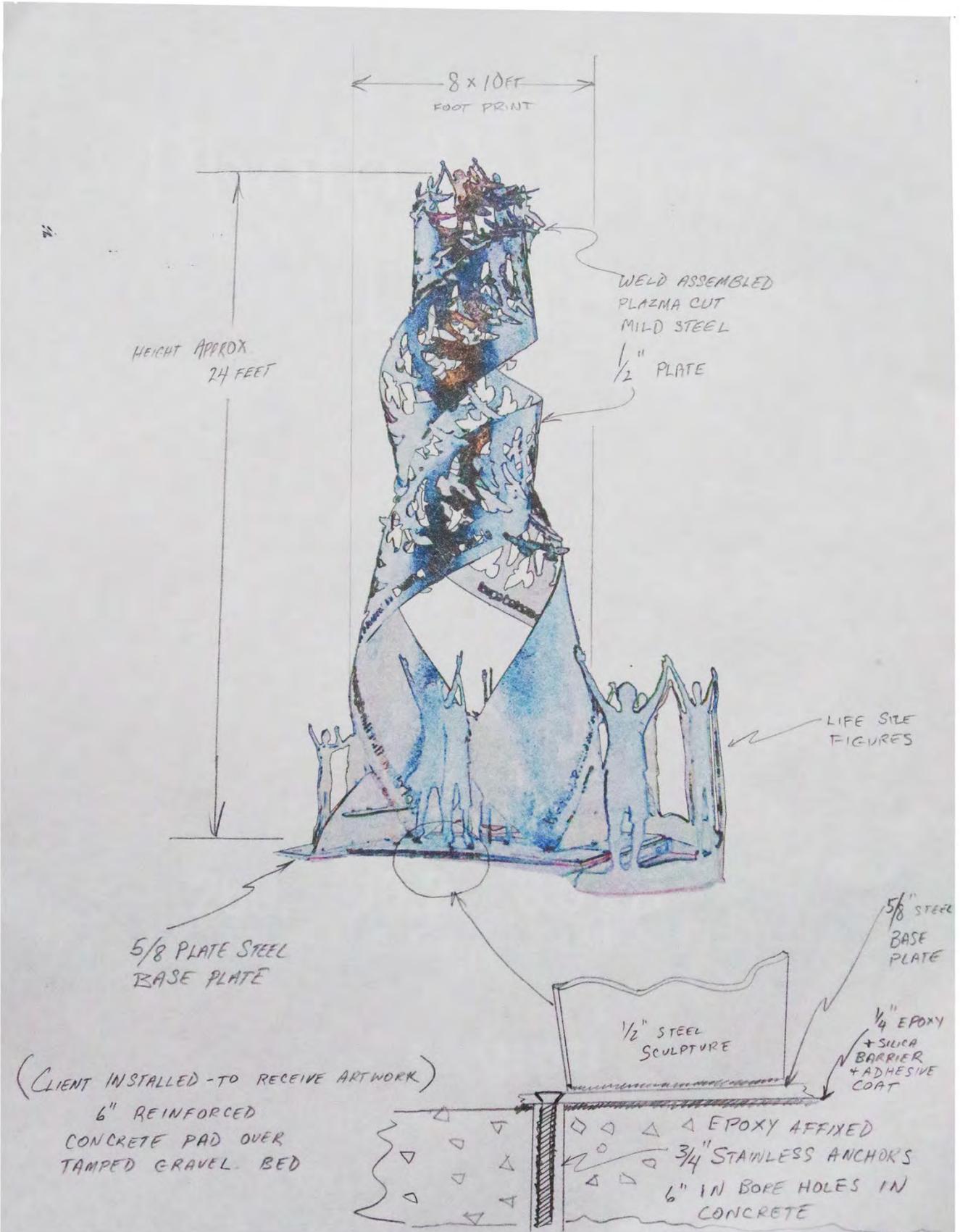




*Below the Arch
Light of Humanity Transforms Us and Transcends Our Boundaries, Inspire Unity*







Monument to Peace and Unity, City of Coeur d'Alene
All-America City Award, A Must Visit Destination

For Dynamic Night View Please Visit
Link: <https://vimeo.com/485531685>

"We support
the self-evident truth
that all persons are created
equal
We believe that the dignity
of each Human Being is
inviolable"

---(Kootenai County Task Force
on Human Relations)

Humanity Memorial Inc.
www.aiqjuhopen.com



Option, Dynamic Night View and Details:

<https://vimeo.com/485531685>





Arts Commission Recommendation: "The Monument of Peace and Unity"



RECOMMENDATION

To Approve the Contract with Humanity Memorial Inc., for Public Art in the Four Corners Gateway in the Amount of \$75,000.



RESOLUTION NO. 21-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A DESIGN, FABRICATION, AND INSTALLATION SERVICES CONTRACT WITH HUMANITY MEMORIAL, INC., FOR THE FOUR CORNERS PUBIC ART PROJECT ENTITLED "MONUMENT TO PEACE AND UNITY."

WHEREAS, the General Services/Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Design, Fabrication, and Installation Services Contract, pursuant to terms and conditions set forth in the contract, 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 Contract;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Design, Fabrication, and Installation Services Contract with Humanity Memorial, Inc., 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 Contract to the extent the substantive provisions of the Contract remain intact.

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

DATED this 16th day of March, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**DESIGN, FABRICATION, AND INSTALLATION
SERVICES CONTRACT
FOUR CORNERS PROJECT
“MONUMENT TO PEACE AND UNITY”**

THIS CONTRACT is made and entered into this 16th day of March 2021, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the “City,” and **HUMANITY MEMORIAL INC**, whose address is 269 Morrison Avenue, Sutton, WV 26601, hereinafter referred to as the “Artist.”

WHEREAS, the Arts Commission (hereinafter referred to as the “Commission”) issued a Call to Artists for the Four Corners Gateway Public Art Project located at the intersection of Northwest Boulevard, Government Way and Fort Grounds Drive in the City (hereinafter referred to as the “Site”); and

WHEREAS, authority lies with the Commission to recommend contracts for the acquisition, design, execution, fabrication, transportation, and installation of artworks, including payments for the support of the artist selection process, design, execution, and placement of public Art; and

WHEREAS, after a thorough and robust review of the submissions by the selection committee of the Commission, the Commission recommended selection of the Artist’s piece entitled “Monument to Peace and Unity” for the Four Corners area in the City (hereinafter the “Artwork”); and

WHEREAS, the Artist is a recognized and established artist of good reputation; and

WHEREAS, the Artist and the City wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1. Scope of Services.

1.1 Artist’s Obligations.

a. The Artist shall perform all services and furnish all supplies, material, and/or equipment as necessary for the design, fabrication, and installation of the Artwork for the Site, except as otherwise provided herein. Services shall be performed in a professional manner and in compliance with all terms and conditions of this Contract.

b. The Artwork shall comply with the Artist’s Proposal, attached hereto and incorporated herein as Exhibit “A” (hereinafter referred to as the “Proposal”), except as otherwise provided herein. Any substantial changes to the Proposal must be approved by the Commission in advance.

- c. The Artist shall complete the fabrication and installation of the Artwork within six (6) months after execution of this Contract by both parties.
- d. The Artist shall secure any and all required licenses, permits, and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.
- e. The Artist shall arrange the transportation and installation of the Artwork in consultation with the Commission. If the Artist does not install the Artwork, the Artist shall supervise and approve the installation. All costs of transportation and installation will be borne by the Artist. Any pad required for the Artwork shall be engineered in accordance with Idaho law and constructed in accordance with standard construction practices.
- f. The Artist shall provide required insurance in amounts and limits specified in Article 5.
- g. The Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- h. The Artist shall provide a description of all materials and products utilized in the Artwork, and of any required care and upkeep necessary.
- i. The Artist shall provide the Commission with photographic documentation of the Artwork.
- j. The Artist shall be available upon reasonable advance notice for meetings, ceremonies and similar presentations, as necessary.

1.2 City and Commission's Obligations.

- a. The City shall perform all its obligations in substantial compliance with all terms and conditions in this Contract.
- b. The Commission shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which are needed by the Artist in order to perform his obligations under this Contract.
- c. The Commission shall be responsible for compliance with all applicable zoning or environmental laws and regulations, and shall explain any limitations imposed by such laws and regulations to the Artist.
- d. The Commission shall provide and install a plaque or monument on or near the Artwork containing a credit to the Artist in substantially the following form: Copyright © [The Artist's name and date of creation].

e. The Commission shall be responsible for leading the Artist through the required review process. The Commission shall be responsible for organizing and scheduling meetings with review entities and for providing the Artist written instructions for the materials required at such meetings.

1.3 Design.

a. The Artwork consists of a tower monument constructed of heavy steel plate, plasma-cut and hydraulically bent into a graceful spiraling form depicting human figures and ascending flights of doves, approximately twenty-four feet (24') tall, as depicted in the Proposal.

b. The Artist shall submit a final design, including drawings showing dimensions, within thirty (30) days of the execution of this Contract. The Commission shall notify the Artist of any revisions to the final design as are necessary for the Artwork to comply with any applicable laws, ordinances, and regulations, and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Design.

c. The Artist shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration, and maintenance of the Artwork, as well as the identity of any third-party subcontractors needed to work on the project. The Artist shall present such drawings to a qualified engineer, licensed by the state of Idaho and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the Commission with such certification, signed and stamped by the licensed engineer.

1.4 Fee, Schedule, Payment.

a. The City shall pay the Artist a total of Seventy-Five Thousand Dollars and No/100's dollars (\$75,000.00) for all services performed under this Contract, payable, upon receipt of Artist invoice, as follows:

1. \$18,750.00 at the start of the project;
2. \$18,750.00 at mid-construction;
3. \$18,750.00 at the time finished Artwork is placed on insured semi-truck;
4. \$ 18,750.00 within thirty (30) days after installation of the Artwork.

b. Except as otherwise provided in this Contract, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artist in connection with performance of contract duties.

1.5 Installation.

- a. The Artist shall deliver to and install the completed Artwork at the Site. Transportation fees shall be paid by the Artist.
- b. The Artist will coordinate with the Commission to ascertain that the Site is prepared to receive the Artwork. The Artist must notify the Commission of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork. The Artist will confer and coordinate with the Commission to ensure timely coordination with the Commission's construction team. The Artist may not install the Artwork until authorized to do so by the Commission.
- c. Upon installation of the Artwork, the Artist shall provide the Commission with written instructions for the appropriate maintenance and preservation of the Artwork, along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Sites are an unsecured public space that will be exposed to elements such as extreme weather, temperature variation, and considerable movement of people and equipment. The Artist must ensure that all maintenance requirements are reasonable in terms of time and expense. The Commission is responsible for the proper care and maintenance of the Artwork.

1.6 Approval and Acceptance.

The Artist shall notify the Commission in writing when all services as required of both parties by this Contract have been completed in substantial conformity with the approved Designs. The Commission shall promptly notify the Artist of the City's final acceptance of the Artwork within thirty (30) days after the Artist submit written notice pursuant to subparagraph a above or shall notify the Artist in writing of those services the Artist has failed to perform.

Article 2. Taxes.

Any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Contract shall be paid by the Artist in a timely fashion.

Article 3. Risk of Loss.

The Artist shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork. The Commission shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control, or supervision of the Commission or its agent(s) for the purposes of transporting, storing, installing, or performing other services to the Artwork under this Contract.

Article 4. Artist's Representations and Warranties.

4.1 Warranties of Title.

The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist;
- b. Except as otherwise disclosed in writing to the Commission, the Artwork is unique and original, and does not infringe upon any copyright or the rights of any person;
- c. The Artwork (or duplicates thereof) has not been accepted for sale elsewhere;
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- e. The Artwork is free and clear of any liens from any source whatsoever;
- f. These representations and warranties shall survive the termination or other extinction of this Contract.

4.2 Warranties of Quality and Condition.

- a. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the City.
- b. If, within one year of final acceptance, the City observes any defect that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the City or the Commission. The Commission shall give notice to the Artist of such breach with reasonable promptness.
- c. If, after one year from final acceptance, the City observes any defect that is curable by the Artist, the Commission shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Commission may seek the services of any other person.
- d. If, within one year of final acceptance, the City observes a breach of warranty that is not curable by the Artist, the Artist shall be responsible for reimbursing the City for

damages, expenses, and loss incurred by the City or the Commission as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the Commission accepted that it may occur, it shall not be deemed a breach for purposes of this Contract.

e. The Artist warrants: that general routine cleaning and repair of the Artwork will be sufficient to maintain it within an acceptable standard for public display; that foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display; and that with general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable fracturing, staining, chipping, tearing, abrading, or peeling.

Article 5. Insurance and Indemnity.

5.1 General.

- a. The Artist acknowledges that, until final acceptance of the Artwork by the City, any injury to property or persons caused by the Artwork, including, but not limited to any loss occurring during the creation, storage, transportation, delivery, or installation of the Artwork, regardless of where such loss occurs, except to the extent caused by the actions of the City, its agents, or its employees, shall be the Artist's responsibility.
- b. To that end, the Artist shall maintain in full force and effect a policy of General Liability insurance that complies with Idaho Code § 6-924.

5.2 Indemnity.

The Artist shall indemnify, protect, defend, and hold harmless the City and the Commission, together with their subdivisions, officials, employees, and agents, from and against all liabilities, obligations, losses, damages, judgments, costs, or expenses (including legal fees and costs of investigation) arising from, in connection with, or caused by, any act or omission of the Artist, and from and against any infringement of patent, copyright, trademark, trade secret, or other proprietary right caused by the Artist. Notwithstanding the foregoing, the Artist shall have no obligation under this Section with respect to any Loss to the extent that it is caused by the negligence or willful misconduct of the City, the Commission, or their subdivisions, agencies, officials, employees, and agents.

Article 6. Ownership and Intellectual Property Rights.

6.1 Title.

Title to the Artwork shall pass to the City upon the City's written final acceptance and

payment for the Artwork. The Artist shall provide the City with any documents deemed necessary to transfer title.

6.2 Copyright Ownership.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole creator of the Artwork for the duration of the copyright, subject to the rights of the City and Commission hereunder.

6.3 Reproduction Rights.

- a. The Artist shall not make any reproductions of the final Artwork nor shall the Artist grant permission to others to do so except with the written permission of the City.
- b. The Artist grants to the City and its assigns an irrevocable license to make reproductions of the Artwork for commercial or non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a professional manner.
- f. The City is not responsible for any third-party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of Artist.

Article 7. Alterations of Site or Removal of Artwork.

The Artist agrees that the City may remove or relocate the Artwork.

Article 8. Artist as an Independent Contractor.

The Artist, its agents, and employees agree to perform all services under this Contract as independent contractors and not as agents or employees of the City or the Commission. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the City or Commission with the power to bind in any manner.

Article 9. Assignment of Artwork.

The Artwork and services required of the Artist are personal and shall not be assigned, sublet, or transferred without the prior written consent of the City.

Article 10. Termination.

10.1 Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, acts of nature, war or warlike operations, superior governmental regulation or control, public emergency, or strike or other labor disturbance.

Notice of termination of this Contract shall be given to the non-terminating party in writing not less than seven (7) days prior to the effective date of termination.

10.2 The City may terminate this Contract without cause upon one (1) day's written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of the notice of termination, unless the Artist has failed to comply with any portion of this Contract.

10.3 If either party to this Contract shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Contract, the other party shall have the right to terminate this Contract by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the date of the notice to cure the default. If it is not cured by that time, this Contract shall terminate. Termination shall not otherwise impair either party's legal rights.

10.4 If the Artist defaults, the Artist shall return to the City all funds provided by the City in excess of actual expenses already incurred. The Artist shall provide an accounting upon request. All finished and unfinished drawings, sketches, photographs, and other Artwork products prepared and submitted or prepared for submission by the Artist under this Contract may be retained by the Artist.

10.5 Upon receipt of notice of termination, the Artist and its subcontractors shall cease all services under this Contract.

Article 11. Notices and Documents.

Notices required under this Contract shall be delivered personally or through the U.S. mail, postage prepaid, registered or certified mail, return receipt requested, to the addresses stated above in the preamble of this Contract. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

Article 12. Amendments.

No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both parties hereto.

Article 13. Choice of Law and Venue.

13.1 Choice of Laws. This Contract shall be governed by the laws of the State of Idaho both as to interpretation and performance.

13.2 Venue. Venue for any legal action shall be in the District Court of the First Judicial District in and for the County of Kootenai, State of Idaho.

Article 14. Entire Agreement.

This Contract, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the parties prior to the execution of this Contract shall affect or modify any of the terms or obligations.

IN WITNESS WHEREOF, this Contract is executed the day and year first written above.

CITY OF COEUR D'ALENE:

ARTIST:

Steve Widmyer, Mayor

Ai Qiu Hopen of Humanity Memorial Inc.

ATTEST:

Renata McLeod, City Clerk

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

Date: February 22, 2021

From: Bill Greenwood, Parks & Recreation Director

SUBJECT: APPROVAL OF THE 3-YEAR LEASE AGREEMENT WITH THE BUOY, LLC
FOR CONCESSION SERVICES AT HARBOR HOUSE

(City Council Action Required)

DECISION POINT:

Approval of the 3-year Lease Agreement with The Buoy, LLC to provide concession services at the McEuen Park Rotary Harbor House.

HISTORY:

The Buoy LLC has been the concessioner at the Rotary Harbor House since 2016 and does include beer and wine sales. Last season we allowed for them to increase seating by expanding the layout.

FINANCIAL ANALYSIS:

Due to the increase of the square footage of seating at the harbor House the lease fee will increase.

The fees for the next three years are as follows: year 1) \$16,000, each subsequent year shall increase based on the Bureau of Labor Statistics Price Index (CPI-U) West region.

PERFORMANCE ANALYSIS:

The Buoy LLC, has provided excellent service to the public. It's in a good location and is well known and visible to park visitors. The Buoy LLC partnership consists of Essex Prescott, Cory & Jared Schneider.

DECISION POINT:

Approval of a three-year lease agreement, with the option for an additional three-year renewal with The Buoy LLC to provide concession services at the McEuen Park Rotary Harbor House.

RESOLUTION NO. 21-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A THREE-YEAR LEASE AGREEMENT WITH AN OPTION TO EXTEND WITH THE BUOY, LLC, FOR CONCESSIONS SERVICES AT THE MCEUEN PARK ROTARY HARBOR HOUSE.

WHEREAS, the General Services/Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a 3-year Lease Agreement, pursuant to terms and conditions set forth in the Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a 3-year Lease Agreement with The Buoy, LLC, with an option to extend, for concessions services at the McEuen Park Rotary Harbor House, 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 March, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

LEASE AGREEMENT

THIS LEASE, made and entered into this 8th day of March, 2021, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City" or "Lessor," and **THE BUOY, LLC**, with its principal place of business at **PO Box 1478, Hayden, ID 83835** hereinafter called "Lessee,"

WITNESSETH:

THAT, WHEREAS, Lessee has been awarded a lease for the McEuen Park Rotary Harbor House to operate a concession for food, beer & wine, as shown on **Exhibit "A"** which is attached hereto and hereby declared and incorporated herein by reference;

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, Lessee shall lease the McEuen Park Rotary Harbor House from the City for the purpose of operating and maintaining a food, beer & wine concession according to the terms set forth herein, and the plans and specifications, under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement the parties agree that the term "employee" shall include all persons in the service of Lessee under any contract of hire, whether express or implied, or oral or written, and all agents, independent contractors, and persons acting by, for or through Lessee.

Section 2. Term: The City shall lease the McEuen Park Rotary Harbor House to Lessee for the seasons of April 1, 2021 to October 15, 2021; April 1, 2022 to October 15, 2022 and April 1, 2023 to October 15, 2023, for the purpose of operating and maintaining a food, beer & wine concession.

Section 3. Rent: Lessee shall pay the sum of **Sixteen Thousand Dollars and Zero Cents (\$16,000.00) for the first year** of the lease upon signing of this Agreement. Payments for each subsequent year of the lease shall be made by April 1 of the lease year. The annual lease fee shall increase in the second and third years of this Agreement. The increase shall be based on the Bureau of Labor Statistics Consumer Price Index (CPI-U) West Region annual change. For example, the lease payment for 2022 will change by the percent change in the annual average 2020/2021, as shown in the Consumer Price Index Overview Table-West, published by the Bureau of Labor Statistics. Payment shall be made to the City Parks & Recreation Department.

Section 4. Extension: Lessee may request a three (3) year extension of this Lease for the period from April 1, 2024, to October 15, 2026, by submitting to the Parks & Recreation Director a written request for extension after April 1, 2023, and prior to October 15, 2023. Upon receipt of such request, the City will consider whether it will grant a three (3) year extension and, if so, the parties may mutually negotiate terms applicable to said extension.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from Lessee for an extension of the original agreement, then no extension shall occur and the Lease shall expire according to the terms hereof.

Section 5. Health Permit: Lessee agrees to obtain a health permit as required by law for the said food, beer & wine concession. The permit must be displayed in a conspicuous place at the McEuen Park Rotary Harbor House. The health permit is required to be provided to the City Clerk by **April 1st of each year**. Failure to submit the required health permit within the above stated time may result in the City revoking the Lease or whatever other action the City deems necessary and prudent for the protection of the public.

Section 6. Alcohol: Lessee shall be responsible for controlling the purchase and consumption of beer & wine on premises to comply with City and State codes. See designated area shown on **“Exhibit A.”**

Section 7. Glass Containers: Lessee agrees not to dispense any food or drinks in glass containers.

Section 8. Non-food Items: Sunscreen will be the only non-food, non-beer and non-wine item(s) allowed for sale. Sale of any other items requires written approval from the Parks & Recreation Director.

Section 9. Community Relations: The Lessee agrees it and its employees will be courteous and informed about the community and will assist with questions from tourists and other park users. Particularly, Lessee and its employees must become familiar with the immediate area, including McEuen Park, Tubbs Hill, Coeur d’Alene Resort, North Idaho College, and the Visitors Center.

Section 10. Appropriate Attire: Lessee agrees its employees must be appropriately dressed in an approved T-shirt, or polo shirt, with identifying logo. If shorts are preferred instead of pants, approval must be received from the Parks & Recreation Director. It will not be permissible to operate the food, beer & wine concession without a shirt or in swimwear. All clothing must be clean and without substantial defect or damage. Dress code will be strictly enforced.

Section 11. Staffing: Lessee agrees the food, beer & wine concession must be staffed by at least one employee at all times.

Section 12. Mobile Concessions Cart: Lessee agrees to the following mobile concessions cart specifications, which will be adhered to by Lessee:

- A. Maximum size – length: 6 ft. width: 4 ft. height: 3 ft.
- B. The mobile concessions cart must be self-contained and non-motorized.
- C. The mobile concessions cart must be kept clean at all times.
- D. The mobile concessions cart must prominently display both the City logo and business logo.

E. The mobile concessions cart must be stored securely when not in use.

F. The mobile concessions cart shall only be allowed where specified, “**Exhibit B,**” and only upon approval by the Parks & Recreation Director.

Section 13. Hours of Operation: Lessee agrees to be open initially five days a week then seven (7) days a week during the season of operation as demand dictates, which is Memorial Day through Labor Day. Weekends (Saturday and Sunday) and holidays are required to be fully operational for food, beer & wine service. Hours of operation, at a minimum, will be 10 a.m. to 8 p.m. Any extended hours require approval from the Parks & Recreation Director. Lessee agrees to notify the Parks & Recreation Department immediately in the event that it believes inclement weather precludes operation and the Parks & Recreation Director reserves the right to make the final determination if operations can be suspended and for how long.

Section 14. Signs: Lessee agrees to have signage for hours of operation and menu(s). Hours of operation are to be posted at all times and menu(s) are to be posted during business hours. Approval is required from the Parks & Recreation Director prior to sign construction/manufacturing and/or placement. No permanent mounting of signage, or modifications to the building, will be allowed without written approval of the Parks & Recreation Director. Any other type(s) of signage on-site or in the park require approval from the Parks & Recreation Director. Signs must conform to the requirements of the City’s Sign Code, including provisions related to permitting. *See* Municipal Code Title 15, Chapter 24.

Section 15. Refuse & Cleanliness: Lessee agrees to dispose of the refuse from, in and around the premises in an area designated by the City. City agrees to have staff collect the refuse throughout the day and dispose of it. Lessee agrees that the food, beer & wine concession and immediately surrounding site must be kept clean at all times. This includes, but is not limited to, hosing off concrete and front counter area(s) at least once daily; keeping a clean atmosphere in the service and dining areas during business hours and being conscientious about spills and the pests they attract.

Section 16. Vehicle Access: Lessee agrees and understands that vehicle(s) are prohibited from parking longer than it takes to load or unload. Vehicle access into the park will only be allowed between the hours of 8 am and 10 am. One vehicle will be allowed in at a time and may remain on-site for a maximum of sixty (60) minutes at a time. Any activity requiring a vehicle to remain on site longer than the allocated time, or outside designated hours, requires written approval from the Parks & Recreation Director. Vehicles will access McEuen Park from the east side near City Hall. *See* **Exhibit “C”**.

Section 17. Improvements or Construction: Lessee shall not construct anything on or about said site without written consent of the Parks & Recreation Director. Lessee agrees that City has the right to reconstruct repair, modify, and/or expand the McEuen Park Rotary Harbor House and surrounding area at any time during the term of the Lease. Lessee further agrees that it shall have no claim against City for any inconvenience or lost income that may result from reconstruction, repair, modification, or expansion.

Section 18. Keys & Deposit: Prior to April 1st of each season during the term of this Agreement, the Lessee will pay to the City a one hundred dollar (\$100) refundable deposit for keys to the McEuen Park Rotary Harbor House Concessions. The Lessee agrees that it will not make

copies of the keys provided by the City. The required deposit will be returned to the Lessee after all keys provided have been returned.

Section 19. Worker's Compensation: Lessee agrees to maintain worker's compensation coverage on all employees during the term of this contract as may be required by Idaho Code Sections 72-101 through 72-806. Should Lessee fail to maintain such insurance during the entire term hereof, Lessee shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. Lessee shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law. However, Lessee acknowledges and agrees that its employees are not employees of the City and that the City is not responsible for any payments or benefits required by law to be furnished to employees, including worker's compensation coverage.

Section 20. Waiver: Lessee understands that during the term of this agreement, the City may undertake repairs to the City's public dock, which may interfere with Lessee's operation or affect persons in the park. Lessee specifically waives any claim as to lost profits or business while said repairs are undertaken.

Section 21. Hold Harmless: Lessee shall hold the City harmless and shall give up all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or using Tubbs Hill, McEuen Park, City mooring docks or City public dock. Lessee further understands and agrees that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this agreement pursuant to the notice provision in Section 28 below entitled "Lessor's Option to Terminate Lease." In the event of said occurrence, Lessee hereby releases, holds harmless and waives any claim whatsoever Lessee may have against the Lessor, its employees, agents, and elected and appointed officials.

Section 22. Not Exclusive: Lessee understands and agrees that the City from time to time during the term of this agreement may allow other food, beer, wine and non-food concessions to operate in the McEuen Park, including, but not necessarily limited to, food, beer, wine and non-food concessions permitted by bid award, food, beer, wine and non-food concessions permitted as part of any special event in the Park including, but again not limited to, (i.e. Ironman, Taste of the Coeur d'Alene, the Fourth of July) Smoke on the Water, and sports tournaments, or any event involving/or sponsored by the Coeur d'Alene Cultural Center or Chamber of Commerce.

Section 23. Negligent or Wrongful Act: Lessor agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Lessor, their agents, or employees. Lessor further agrees, at Lessor's cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of Lessor's concession or in connection with the negligent or wrongful acts, errors and omissions of Lessor, their agents or employees.

Section 24. Violation of Regulations: Lessor agrees any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and may not be allowed to rebid or resubmit a proposal for a period of three (3) years.

Section 25. Non-transferable: Lessor also agrees and understands concession sites cannot be transferred to another vendor, or sublet without permission of the City.

Section 26. City Ordinances: Lessor shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapter 5.75.

Section 27. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 28. Forfeiture of Permit: It is understood that time is of the essence and should Lessor fail to perform all of the covenants herein required of them, the City may declare the permit forfeited, Lessor shall cease operation of the concession at the location, and any monies paid shall be forfeited. However, that before declaring such forfeiture, the City shall notify Lessor in writing of the particulars in which the City deems Lessor to be in default and Lessor will have three (3) days to remedy the default.

Section 29. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to Lessor at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and THE BUOY, LLC have caused the same to be signed, the day and year first above written.

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

LESSEE:
THE BOUY, LLC

By: _____
Steve Widmyer, Mayor

By: _____
(Name)

By: _____
(Name)

By: _____
Renata McLeod, City Clerk

EXHIBIT "A"

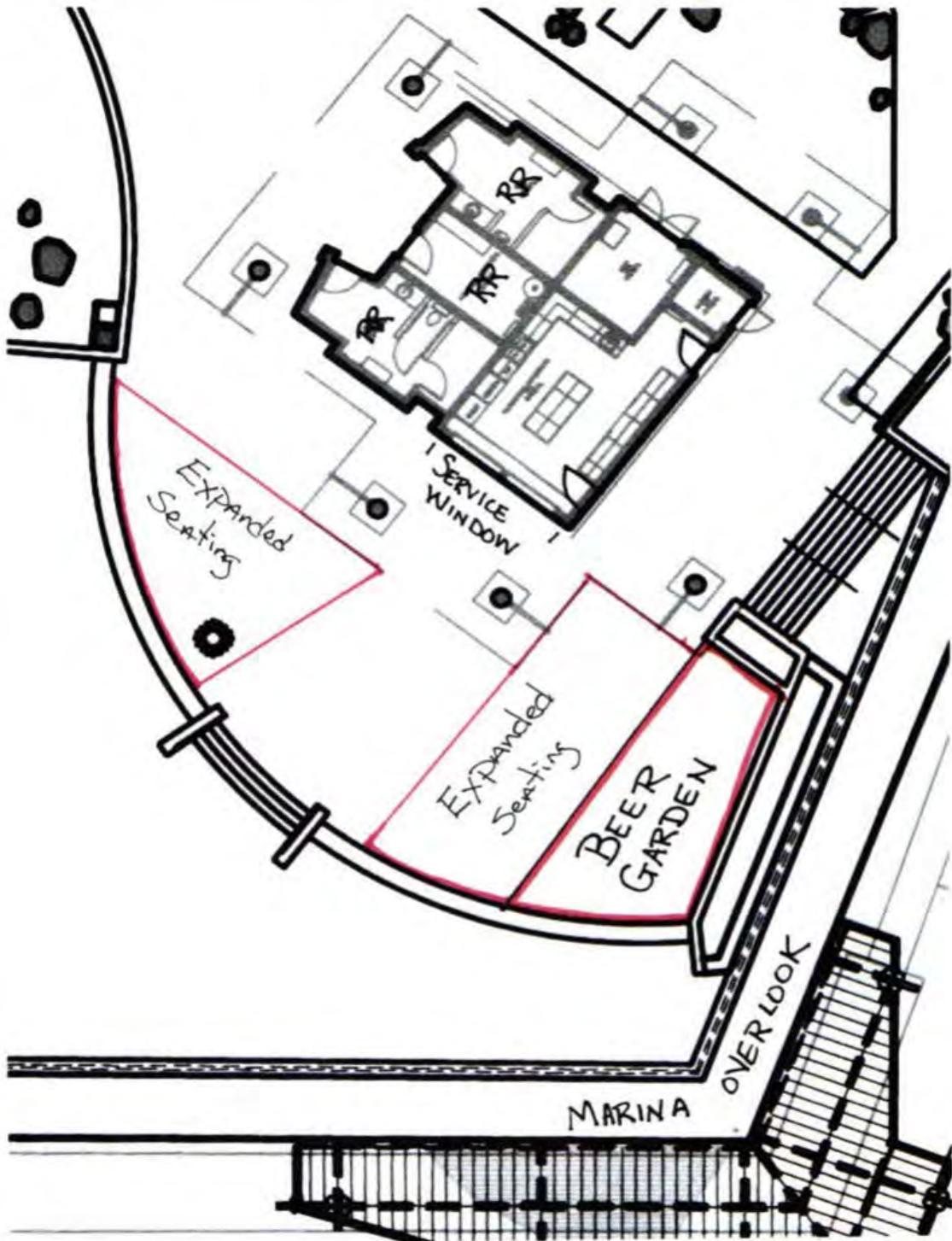


EXHIBIT "B"

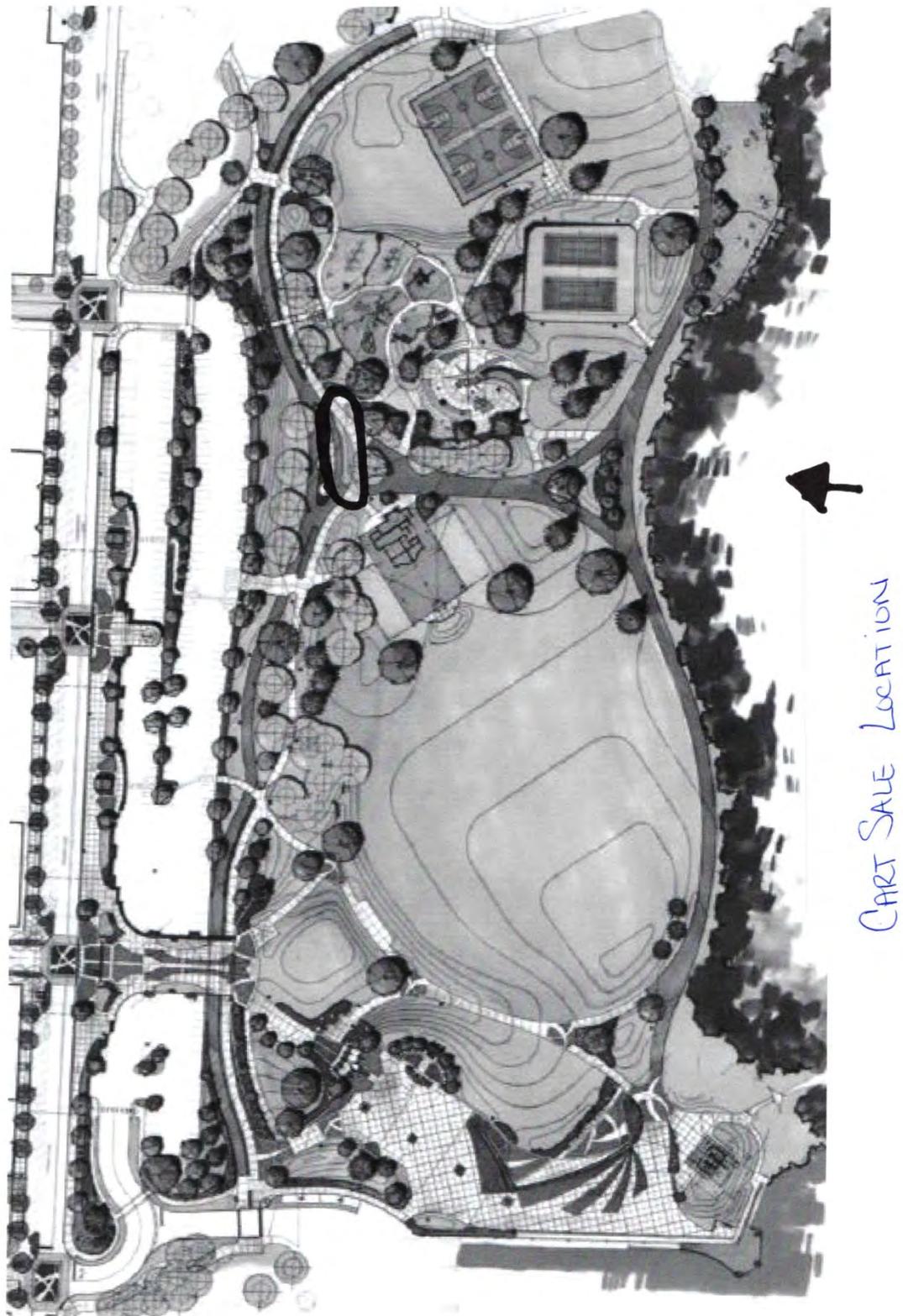
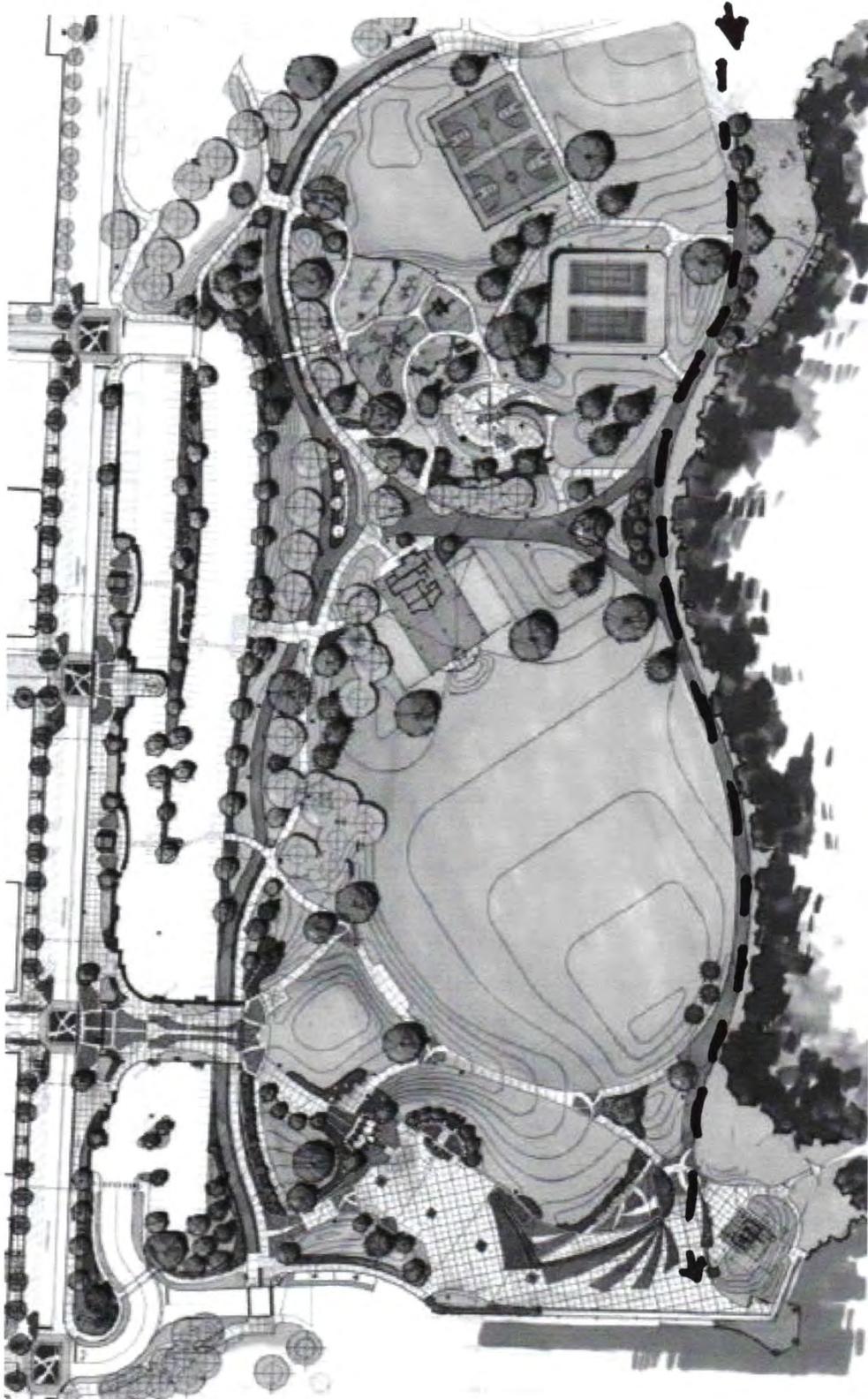


EXHIBIT "C"



Vehicle Access Map

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

Date: March 8, 2021
From: Bill Greenwood, Parks & Recreation Director
SUBJECT: CDA ON ICE LEASE AGREEMENT (*City Council Action Required*)

DECISION POINT:

Approval of a five-year renewable lease agreement with Coeur d'Alene on Ice to create and operate a seasonal ice-skating rink in McEuen Park.

HISTORY:

For years staff has looked for a consistent winter activity in the downtown core that would promote winter park use and increase downtown activity. Staff believes this proposal will do just that. Over a year ago we were approached by Jerome & Andrea Murry d/b/a "Coeur d Alene on Ice" (CDA on Ice) about their business model that they have done successfully in Modesto, California. We talked through some locations and options and we believe the grass area in front of the Avista Pavilion would serve as a best location for this new endeavor.

FINANCIAL ANALYSIS:

CDA on Ice will pay the City of Coeur d'Alene Parks Department \$6,000 per season with an annual CPI increases for 5 years. With the option of an extension for 5 more years starting at \$10,000 per season, with incremental yearly increases shown within the agreement. CDA on Ice will pay for all power costs associated with the ice rink. All revenue generated from the agreement will be placed in the Parks capital improvement fund.

PERFORMANCE ANALYSIS:

The area of the park where the rink would be located is not currently being used in the winter months, so this activity would not displace any events. In fact, it is a good use of the offseason space. The season's set up for the rink would start in mid-October and run through mid-January for the breakdown. Park staff already performs snow removal in the winter months for this park's sidewalks and trails, so the sidewalks will be cleared for patrons of the rink. Ice rink staff will assist with some snow removal. The staff of CDA on Ice will help with the cleaning of the restroom throughout the day and after hours. CDA on Ice will provide security for the facility when they are closed. CDA on Ice will cover all of the costs of the erection and maintenance of the ice rink and surrounding area, and will restore the area of the park used to as good or better condition at the end of each season. CDA on Ice will charge users and operate limited concessions, and will be solely responsible for advertising and promotion.

DECISION POINT / RECOMMENDATION:

Approve a five-year renewable lease agreement with Coeur d'Alene on Ice.



“

What a great place!!! We just celebrated my daughters 6th birthday there and everyone had a blast!! The staff was amazing and the “loaded hot chocolates” were delicious! Thank you Modesto On Ice for making my daughter’s day so special!

- Kelli A.

WHAT OTHERS 
HAVE TO SAY





MODESTO
ON ICE
PRESENTED BY

Princess Party!

DECEMBER 5 - 5:30-7PM | 7-8:30PM

City of Coeur d'Alene
IDAHO





RESOLUTION NO. 21-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A FIVE-YEAR RENEWABLE LEASE AGREEMENT WITH COEUR D'ALENE ON ICE, LLC, TO CREATE AND OPERATE A SEASONAL ICE-SKATING RINK IN MCEUEN PARK.

WHEREAS, the General Services/Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a 5-year renewable Lease Agreement, pursuant to terms and conditions set forth in the Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a 5-year renewable Lease Agreement with Coeur d'Alene on Ice, LLC, to create and operate a seasonal ice-skating rink in McEuen Park, 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 March, 2021.

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 GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**CITY OF COEUR D'ALENE
LEASE AGREEMENT WITH
COEUR D'ALENE ON ICE, LLC**

THIS LEASE AGREEMENT (“Agreement”) is entered into by and between the **City of Coeur d’Alene**, a municipal corporation of the State of Idaho, hereinafter referred to as the “City,” and **Coeur d’Alene on Ice, LLC**, an Idaho Limited Liability Corporation, hereinafter referred to as the “Lessee” this 16th day of March, 2021. Collectively, City and Lessee shall hereinafter be referred to as the “Parties.”

WITNESSETH:

WHEREAS, the City owns real property located south of E. Front Avenue and west of S. 8th Street in Coeur d’Alene, ID 83835, known as McEuen Park (hereinafter referred to as “McEuen”) currently used as a public park; and

WHEREAS, a pavilion is located near the center of McEuen and is known as the Avista Pavilion;

WHEREAS, the Avista Pavilion and McEuen receive limited use during the period from November 1 through January 31 each year; and

WHEREAS, the Lessee desires to use the Avista Pavilion and portions of McEuen adjacent to the Avista Pavilion (hereinafter referred to as the “Premises”) to operate a seasonal ice-skating rink and to store certain equipment necessary to operate the ice-skating rink; and

WHEREAS, the City has determined that the public will benefit by allowing the Lessee to operate a seasonal ice-skating rink on the Premises during the winter holiday season; and

WHEREAS, the Lessee desires lease the Premises from the City to operate a seasonal ice-skating rink and to store certain equipment necessary to operate the ice-skating rink; and

WHEREAS, City desires to make said Premises available to the Lessee pursuant to agreed terms and conditions as stated herein;

NOW, THEREFORE, for valuable consideration including the obligations and terms as set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Leased Premises.** The City leases to the Lessee an area in McEuen Park, including the Avista Pavilion, as specifically described in Exhibit “A” hereto, to operate an ice-skating rink for public entertainment and to store certain equipment necessary to operate the ice-skating rink.

2. **Term.** The term of this Agreement commences on October 15, 2021, and shall remain in full force and effect until January 31, 2026, or until such time as this Agreement is terminated by either Party, as provided herein.

This Agreement shall allow the Lessee to operate in five (5) seasons as follows:

Season/Year 1	October 15, 2021 to January 15, 2022
Season/Year 2	October 15, 2022 to January 15, 2023
Season/Year 3	October 15, 2023 to January 15, 2024
Season/Year 4	October 15, 2024 to January 15, 2025
Season/Year 5	October 15, 2025 to January 15, 2026

This Agreement may be extended with the concurrence of both parties, in writing, for an additional five (5) year term. The parties must agree to the extension no later than sixty (60) days prior to the end of the current term. The terms of this Lease Agreement shall remain in full force and effect for the applicable extension time-period, except as may otherwise be provided herein, in a new Lease Agreement, or in amendments to this Lease Agreement.

3. **Use.** The Premises are leased to Lessee upon the express condition that Lessee shall only use the Premises for the purposes of operating an ice-skating rink for public entertainment. Lessee shall operate, maintain and manage the Premises in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes, ordinances, and regulations (hereinafter referred to as "Requirements") relating to the use, occupancy or operation of the Premises, including without limitations, any such Requirements relating to hazardous waste or material or environmental contamination.

Lessee may serve all foods within the scope of the health permit required. Lessee shall also comply with any applicable City regulations regarding Concessions as provided by Chapter 5.75 of the Municipal Code.

Lessee agrees not to dispense any food or drinks in glass containers.

Lessee shall not serve alcohol on the Premises and shall not allow open containers or the consumption of alcohol on the Premises.

4. **Attire.** Lessee agrees its employees must be appropriately dressed. All clothing must be clean and without substantial defect or damage. No political or obscene messages shall be visible on clothing worn by Lessee's employees and agents. Dress code will be strictly enforced.
5. **Signs.** Lessee agrees to have signage for hours of operation. Hours of operation are to be posted at all times. Lessee may operate from 10 a.m. to 10 p.m. each day. Any extended hours require approval from the Parks & Recreation Director.

Approval is required from the Parks & Recreation Director prior to sign construction/manufacturing and/or placement. No permanent mounting of signage, or modifications to the building, will be allowed without written approval of the Parks & Recreation Director. Any other type(s) of signage on-site or in the park require approval from the Parks & Recreation Director. Signs must conform to the requirements of the City's Sign Code, including provisions related to permitting. *See* Municipal Code Title 15, Chapter 24.

6. **Cleanliness.** Lessee agrees to control the garbage, waste, and refuse from, in and around the Premises. Lessee agrees that the food concession and immediately surrounding site must be kept clean at all times. This includes, but is not limited to keeping a clean atmosphere in the service and dining areas during business hours and being conscientious about spills and the pests they attract. Lessee is required to keep restrooms clean and stocked after park staff working hours and on weekends.
7. **Vehicle.** Lessee agrees and understands that vehicle(s) are prohibited from parking longer than it takes to load or unload. Vehicle access into the park will only be allowed between the hours of 8 a.m. and 10 a.m. Except during set up and teardown, only one vehicle will be allowed in at a time and may remain on-site for a maximum of sixty (60) minutes at a time. Any activity requiring a vehicle to remain on site longer than the allocated time, or outside designated hours, requires written approval from the Parks & Recreation Director. Vehicles will access as directed by the Parks & Recreation Director.
8. **Rental Fees.**
 - a) City shall charge Lessee annual rent as follows:

Season/Year 1	\$6,000.00
Season/Year 2	\$6,000.00 + CPI
Season/Year 3	\$6,000.00 + Years 2 & 3 CPI
Season/Year 4	\$6,000.00 + Years 2, 3 & 4 CPI
Season/Year 5	\$6,000.00 + Years 2, 3, 4 & 5 CPI
 - b) If this Agreement is extended for an addition five (5) years, the City shall charge the Lessee annual rent as follows:

Season/Year 6	\$10,000.00
Season/Year 7	\$10,125.00
Season/Year 8	\$12,150.00
Season/Year 9	\$14,175.00
Season/Year 10	\$14,175.00
 - c) For purposes of this section, "CPI" shall refer to the Consumer Price Index, West Region.
9. **Payments.** Lessee shall remit the rental fee prior to each season, on or before the 1st day of October each year, to:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attention: Renata McLeod, City Clerk

10. **Utilities.** The Premises shall receive electricity and water from City facilities. Lessee shall pay for the electricity and water it uses based on a proportionate share of the total use from those facilities as recorded by a metered system. This payment shall be made to the City within five (5) days of each month's billing during the time-period for this Agreement.
11. **Alterations.** During the term of this Agreement, Lessee shall not make any permanent change, alteration, improvements or addition to the Premises without the prior written consent of City.
12. **Maintenance, Repairs, "As Is," Restoration of Premises.**
 - a. **Maintenance and Repairs.** Lessee shall, at Lessee's own cost and expense during the term of this Agreement, keep and maintain the Premises in good order and repair and free of any environmental contamination (including without limitation gas, oil, diesel, and other hydrocarbon contamination from vehicles, equipment, and property brought onto the Premises during the term of this Lease); and shall remove any such contamination at its sole cost and expense.
 - b. **Reporting Damages.** Lessee agrees to report to City, in a timely manner, all damage to and breakage of City property. The City shall repair or replace any damaged or destroyed City property and Lessee shall reimburse the City for the actual cost of such repair or replacement unless the damage or destruction was caused solely by the acts or failure to act of the City's officials, agents, or employees.
 - c. **"As Is."** Lessee has conducted a full inspection of the Premises and is therefore reasonably and actually aware of its condition and state of repair. Lessee specifically acknowledges that the City is allowing Lessee to use the Premises on an "as is with all faults" basis and that Lessee is not relying on any representations or warranties of any kind whatsoever, express or implied, from City as to any matters concerning the Premises, including without limitation the compliance of the Premises or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity. Lessee also acknowledges that the City is not providing any security for the Premises, and it is Lessee's sole responsibility to provide any security and maintain any fencing at the Premises. The City will maintain electrical and water service as it existed on the date this Agreement was signed by both parties, except to the extent that damage to or disruption of electrical or water service was caused by the Lessee, its employees, agents, licensees, guests, or patrons.

- d. **Restoration of Premises.** Upon termination of this Agreement and any extensions thereof, and at the conclusion of each Season, Lessee shall restore the Premises to the condition as it existed prior to Lessee's use of the Premises. Lessee shall be responsible for the proper removal and disposal of ice and any other property or substances brought to the premises by Lessee or at Lessee's behest. The City shall be solely responsible for reseeded the area as needed.
13. **Insurance.** Lessee agrees to provide, at its own expense, and maintain at all times the following insurance with insurance companies licensed in the State of Idaho and shall provide evidence of such insurance to the City as may be required by the City of Coeur d'Alene. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the City of Coeur d'Alene by certified mail, return receipt requested, for all of the following stated insurance policies. Lessee shall provide the City with separate endorsements evidencing proof of the City's additional insured status as to the general liability policy and automobile liability policies. In addition, Lessee shall provide the City with a Worker's Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced below must include the applicable policy number.
- a. General Liability - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required limit. The insurance shall indicate on the certificate of insurance the following coverage and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent contractors and subcontractors; products and completed operations as applicable.
- b. Automobile Liability- insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage.
- c. Worker's Compensation - in compliance with the statutes of the State of Idaho, plus employer's liability with minimum limits of \$1,000,000.

If at any time any of said policies shall be unsatisfactory to the City as to form or substance or if a company issuing such policy shall be unsatisfactory to the City, Lessee shall, upon written notice, promptly obtain a new policy, submit the same to the City for approval and submit a certificate thereof as hereinabove provided.

Upon failure of Lessee to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the City, may be forthwith declared suspended or terminated. Failure of Lessee to obtain and/or maintain any required insurance shall not relieve Lessee from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Lessee concerning indemnification. The City its agents, officers, employees, and

volunteers shall be named as an additional insured on all insurance policies required herein, except Worker's Compensation.

The Worker's Compensation insurer shall agree to waive all rights of subrogation against the City of Coeur d'Alene, its agents, officers, employees, and volunteers for losses arising from work performed by Lessee.

14. **Indemnification.** Lessee shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of Lessee or its agents, officers, employees, volunteers, invitees, or licensees relating to or during the performance of its obligations under this Agreement, including but not limited to Lessee's design and construction of the skating facility, the operation and maintenance of the skating facility, the removal of the skating facility and site restoration. Lessee shall post warning signs and obtain liability waivers from all participants, which are customary for activities such as ice skating.

Lessee's obligation to defend, indemnify, and hold the City, its agents, officers, employees, and volunteers, shall not be relieved by any requirement in this Agreement for Lessee to procure and maintain policies of insurance.

The City shall defend, indemnify and hold harmless Lessee free from any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission arising out of Lessee's performance obligations under this Agreement.

The indemnification obligations provided in this section shall survive the term of this Agreement.

15. **Relationship of Parties.** No relationship of employer and employee is created by this Agreement. City is not the agent, employee, or employer of Lessee in any capacity whatsoever and Lessee is not the agent, employee or employer of City in any capacity whatsoever. Neither Lessee nor any of its employees, contractors, or agents, shall by virtue of this Agreement or by the performance of actions pursuant to this Agreement be an employee of Lessee for any purpose whatsoever nor shall it or they be entitled to any of the rights, privileges, or benefits of City employees.
16. **City's Right of Entry.** The City, or its duly authorized representatives or agents, may enter upon the Premises during the term of this Agreement for the purpose of determining whether Lessee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the City.

17. **Taxes.** The Lessee shall be responsible for taxes, whether sales, personal property, or real property taxes, arising out of its use of the Premises.
18. **Compliance with Laws.** Lessee, at its sole cost and expense, shall comply with all applicable local, state, and federal laws pertaining to the use, operation and management of the Premises, including but not limited to, laws relating to Americans with Disabilities Act. Lessee shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of law. Lessee shall use its best efforts to not permit any permittees, licensees, guests, or invitees to use the Premises for any unlawful purpose or perform, permit, or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of law or any environmental contamination.
19. **Non-Transferable.** Lessee shall not assign, sublease, or otherwise transfer the Lessee or any right or privilege connected therewith, without prior written consent of the City.
20. **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
21. **Termination.** If, through any cause within the Lessee's reasonable control, the Lessee shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Lessee shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing the Lessee reasonable time to remedy the deficiency, thereupon have the right to terminate this Agreement by giving written notice to the Lessee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, the Lessee shall have a reasonable time to remove its property from the Premises and to restore the Premises as required by this Agreement as if at the end of the Season. Lessee shall not be entitled to a pro rata refund of the prepaid rental fee.

Either party may terminate this Agreement by giving thirty (30) days written notice to the Lessee of such termination and specifying the effective date of such termination. Such termination shall not be effective, at the earliest, until the end of the current Season.

22. **Entire Agreement.** This Agreement, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between City and Lessee relating to the use of the Premises. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

23. **Headings.** Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
24. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
25. **Notices.** Any demand or notice which either Party shall be required or may desire to make upon or give to the other shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail addressed to the respective parties as follows:

COEUR D'ALENE ON ICE:

Coeur d'Alene On Ice, LLC
Jerome Murray
Innovative Cooling Solutions, Inc.
6710 N Rendezvous DR
Coeur d'Alene, ID 83815
Jmurray@innovativecooling.com
209-846-4335

CITY:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attention: Renata McLeod, City Clerk

Said addresses may be changed by either Party upon serving notice as set forth herein.

26. **Governing Law; Venue; Attorneys' Fees.** This Agreement shall be construed in accordance with the laws of the State of Idaho without regard to principles of conflicts of law. Any legal action filed in connection with this Agreement shall be filed in the District Court of the State of Idaho, in and for the County of Kootenai. Reasonable attorneys' fees and costs to the prevailing party shall be governed by Idaho Code § 12-117.
27. **Discrimination.** The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation, and/or gender identity/expression. The Lessee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The

Lessee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation, and/or gender identity/expression. The Lessee will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Lessee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

IN WITNESS WHEREOF, the City of Coeur d’Alene, a municipal corporation, has authorized the execution of this Lease Agreement in duplicate by its Mayor and attestation by its City Clerk under authority of Resolution No. 21-017 adopted by the Council of the City of Coeur d’Alene on the 16th day of March, 2021, and Coeur d’Alene On Ice, LLC, a California Limited Liability Company, has caused this Lease Agreement to be duly executed in duplicate as of the Effective Date.

CITY OF COEUR D’ALENE,
a municipal corporation

COEUR D’ALENE ON ICE, LLC,
an Idaho Limited Liability Company

By _____
Steve Widmyer, Mayor

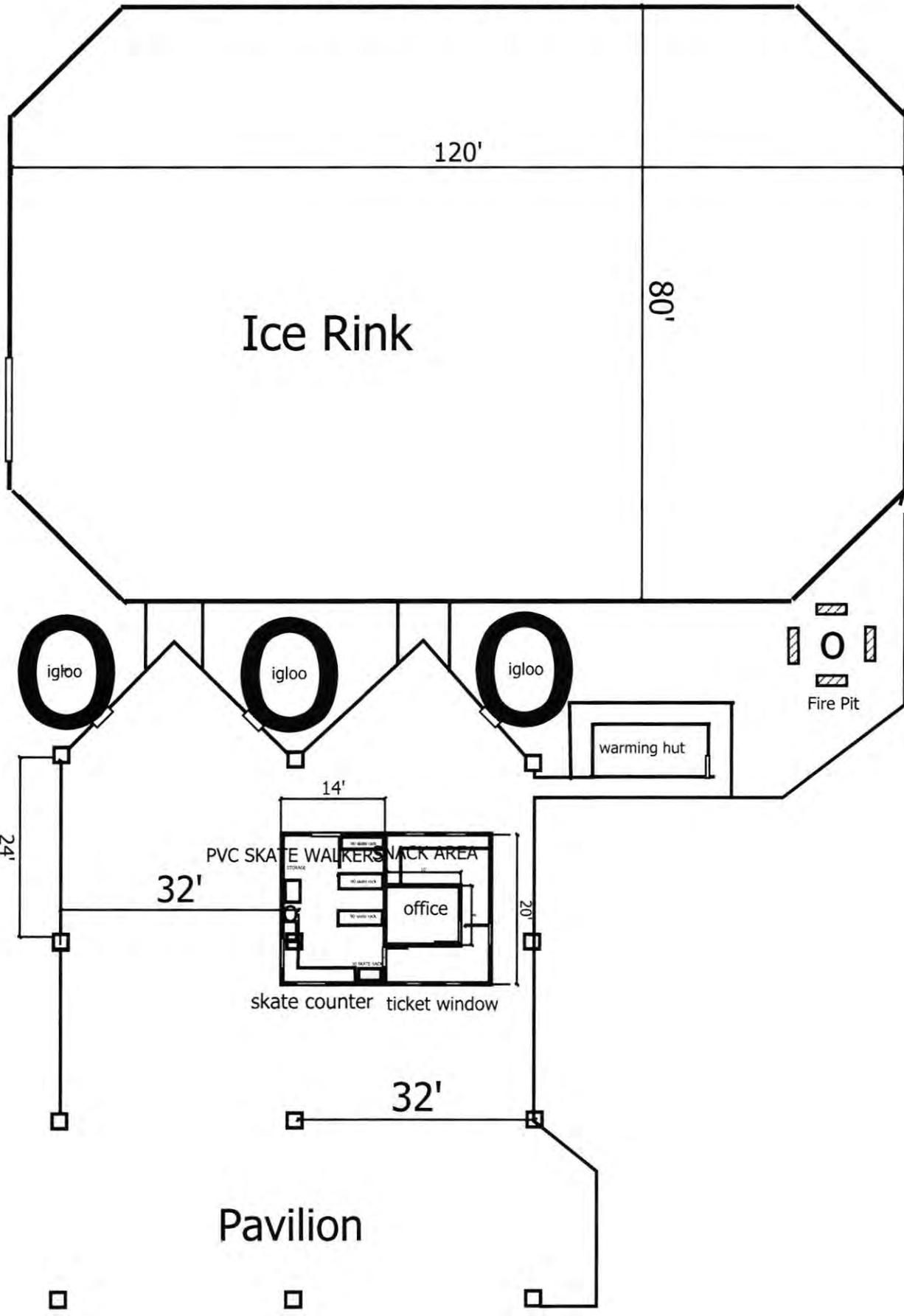
By _____
Name Title

By _____
Name Title

ATTEST:

By _____
Renata McLeod, City Clerk

CDA ON ICE SITE PLAN



OTHER BUSINESS

PUBLIC WORKS/GENERAL SERVICES

DATE: March 22, 2021
FROM: Terry Pickel, Water Department Director
SUBJECT: Approval of Third Amendment to the Lease Agreement with New Cingular/AT&T

=====

DECISION POINT: Should Council approve of a third amendment to the original Lease Agreement with New Cingular Wireless/AT&T for modifications to its current cell site and lease rates?

HISTORY: It is general practice for cellular providers to utilize existing infrastructure where available for cellular communications equipment. This saves them the cost of constructing very expensive towers. Such is the case with the two Water Department Standpipes, Industrial and Prairie. New Cingular Wireless/AT&T leases space on the top of the Prairie Standpipe. T-Mobile leases space on the Industrial Standpipe. Two previous providers have terminated their leases and removed their equipment. New Cingular Wireless/AT&T is proposing to expand their equipment adjacent to the Prairie Standpipe. As they have now secured government contracts, they must supply a backup power source for their equipment to guarantee reliability. They are proposing to install a standby generator, thereby increasing their footprint on the property.

FINANCIAL ANALYSIS: As previously mentioned, the cellular provider presented a proposal to add a backup power supply to the Prairie Standpipe antenna array to meet government contract requirements. After review of the original lease agreement, it was determined that this would require additional lease space, similar to an installation completed by T-Mobile at the Industrial Standpipe. Staff considered this a material modification and negotiated with New Cingular Wireless/AT&T for an increase in the monthly lease rate. The provider is currently paying a monthly lease rate of \$1,019.18. The proposed amendment will increase the lease rate by \$500.00 to \$1,519.18 per month. The original agreement also includes a 10% escalation factor every five years which will be due July 1st of 2021. T-Mobile was previously charged an additional \$500 in rent with placement of a backup power source at the Industrial Standpipe, so this is consistent with previous practice.

PERFORMANCE ANALYSIS: In return for use of the water system facilities, the cellular providers are charged a monthly lease rate. Typically, at the time of contract negotiations, staff has compared similar lease rates in the region. The rate and escalation factors are then negotiated, and a contract is signed. As the new requirements were deemed a material change to the original lease agreement and related supplemental agreement, staff felt it was justified in reviewing the current lease rates. New Cingular Wireless/AT&T is currently paying a monthly lease rate of \$1,019.18. T-Mobile is paying a lease rate of \$2,165.52. New Cingular Wireless/AT&T leases in the Idaho/Washington area range from \$1,000 to \$3,000 and on the west coast up to \$3,500. Staff felt that an additional \$500 per month would be appropriate for the proposed changes and consistent with a previous contract by another provider. After some negotiations, New Cingular Wireless/AT&T agreed.

DECISION POINT/RECOMMENDATION: City Council should authorize the proposed Third Amendment to the original Lease Agreement with New Cingular Wireless/AT&T.



New Cingular/AT&T Third Amendment to the Lease

- **Recently acquired federal government contracts for service.**
- **Required to provide backup power source to ensure reliability.**
- **Will require additional square footage of property**

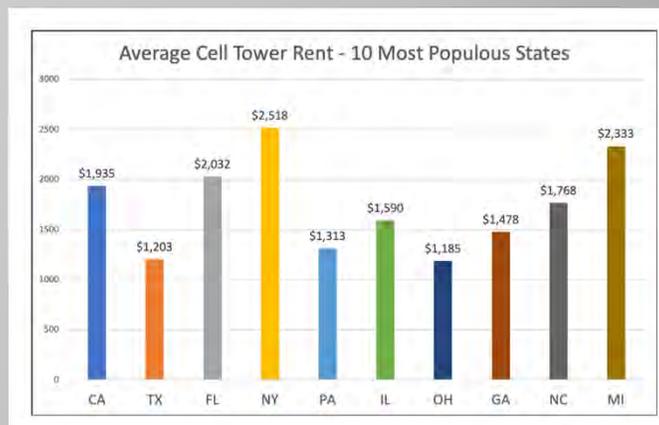


New Cingular/AT&T Third Amendment to the Lease

- Additional leased space required.
- Per terms of original agreement, can negotiate rates.
- A \$500 increase is consistent with a previous agreement for another provider.



Average rates for other areas.



Relative Average Rates

- \$19,200 yearly / \$1,600 monthly
- \$22,000 yearly / \$1,833 monthly
- \$24,000 yearly / \$2,000 monthly
- \$36,000 yearly / \$3,000 monthly



Thank You.

Questions?



RESOLUTION NO. 21-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE THIRD AMENDMENT TO THE OPTION AND LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, MODIFYING THE CELL SITE AND LEASE RATE FOR THE PRAIRIE STANDPIPE.

WHEREAS, pursuant to Resolution No. 00-081, adopted on or about the 18th day of July, 2000, the City of Coeur d'Alene entered into an Option and Lease Agreement with AT&T Wireless Services of Idaho, Inc., to allow the installation of antennas and necessary apparatus at the Prairie Standpipe site; and

WHEREAS, pursuant to Resolution No. 06-046, on or about adopted the 18th day of July, 2006, the City of Coeur d'Alene entered into the First Amendment to Option and Lease Agreement with New Cingular Wireless PCS, LLC, successor in interest to AT&T Wireless Services of Idaho, Inc.; and

WHEREAS, pursuant to Resolution No. 15-005, adopted on or about the 3rd day of February, 2015, the City of Coeur d'Alene entered into the Second Amendment to Option and Lease Agreement with New Cingular Wireless PCS, LLC; and

WHEREAS, the Water Department Director requests approval of the Third Amendment to Option and Lease Agreement with New Cingular Wireless PCS, LLC, as set forth an agreement, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such Agreement be authorized;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes the Third Amendment to Option and Lease Agreement with New Cingular Wireless PCS, LLC, pursuant to the Agreement attached hereto as Exhibit "1" and by this reference incorporated herein, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement provided that 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 March, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER WOOD Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ENGLISH Voted _____

_____ was absent. Motion _____.

Market: PNW
Cell Site Number: ID13
Cell Site Name: HAYDEN LAKE
Fixed Asset Number: 10075804

THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT ("**Amendment**") dated as of the latter of the signature dates below, is by and between City of Coeur d'Alene, Idaho, a municipal corporation, having a mailing address of 710 East Mullan Avenue, Coeur d'Alene, ID 83814 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant (or their respective predecessors-in-interest) entered into an Option and Lease Agreement dated August 10, 2000, as amended by a First Amendment to Option and Lease Agreement dated August 23, 2006, as further amended by a Second Amendment to Option and Lease Agreement dated February 3, 2015, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 710 West Wilbur, Coeur d'Alene, ID 83814 (collectively referred to as the "**Agreement**"); and

WHEREAS, Landlord and Tenant desire, in their mutual interest, wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **New Premises Area.** Landlord agrees to increase the size of the Premises leased to Tenant to accommodate Tenant's needs. Upon the execution of this Amendment, Landlord leases to Tenant the additional premises described on attached Exhibit B-2 ("**New Premises Area**"). Landlord's execution of this Amendment will signify Landlord's approval of Exhibit B-2. Exhibit B-2 hereby supplements Exhibit B-1 to the Agreement. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.
2. **Generator.** Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Tenant shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Tenant, and Tenant shall have the right to remove or modify it at any time.
3. **Rent.** Commencing the first day of the month following commencement of installation within the New Premises Area ("**Increase Commencement Date**"), rent shall be increased by Five Hundred and 00/100 Dollars (\$500.00) per month for a new total

monthly rent of One Thousand Five Hundred Nineteen and 18/100 Dollars (\$1,519.18), subject to further adjustments, if any, as provided in the Agreement; provided that the first such increased payment shall not be due until sixty (60) days after such Increase Commencement.

4. **Other.** Landlord represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the Property where the Premises and New Premises Area are located that would adversely impact Tenant's permitting and/or installation of a generator within the New Premises Area. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain any government approvals for Tenant's use of the New Premises Area under the Agreement and agrees, at Tenant's request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Tenant may use the generator in the manner set forth under the applicable law. Tenant may terminate this Amendment by written notice to Landlord at any time, and the Rent increase set forth in Section 3 hereof shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty (120) days after termination of this Amendment, Tenant shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant's operations at the New Premises Area shall be deemed abandoned. Tenant shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.

5. **Notices.** The notice addresses for Landlord and Tenant as set forth in Section 18 of the Agreement is hereby replaced with the following:

Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to
LESSOR: City of Coeur d'Alene
710 East Mullen, Ave
Coeur d'Alene, ID
83814

If to LESSEE: New Cingular Wireless PCS, LLC
Attn: TAG - LA
Re: Cell Site # ID13

Cell Site Name: Hayden Lake (ID)
Fixed Asset #: 10075804
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # ID13
Cell Site Name: Hayden Lake (ID)
Fixed Asset #: 10075804
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment. The rights granted to Tenant herein are in addition to and not intended to limit any rights of Tenant in the Agreement. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Agreement shall apply to the New Premises Area.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LESSOR:
City of Coeur d'Alene, Idaho

LESSEE :
New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

By: Wayne Wooten

Print Name: Wayne Wooten

Its: Director

Date: 2-26-21

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

I CERTIFY that on _____, 2021, _____
[name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of _____
[name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public

My Commission Expires: _____

TENANT ACKNOWLEDGMENT

STATE OF OREGON)
)ss:
COUNTY OF WASHINGTON)

On the 26th day of February 2021 before me personally appeared Wayne Wooten, and acknowledged under oath that he is the Director of New Cingular Wireless PCS, LLC of AT&T Mobility Corp., the Director named in the attached instrument, and as such was authorized to execute this instrument on behalf of New Cingular Wireless PCS, LLC.


Notary Public: Judith Mullen- Oregon
My Commission Expires: 5/16/2023

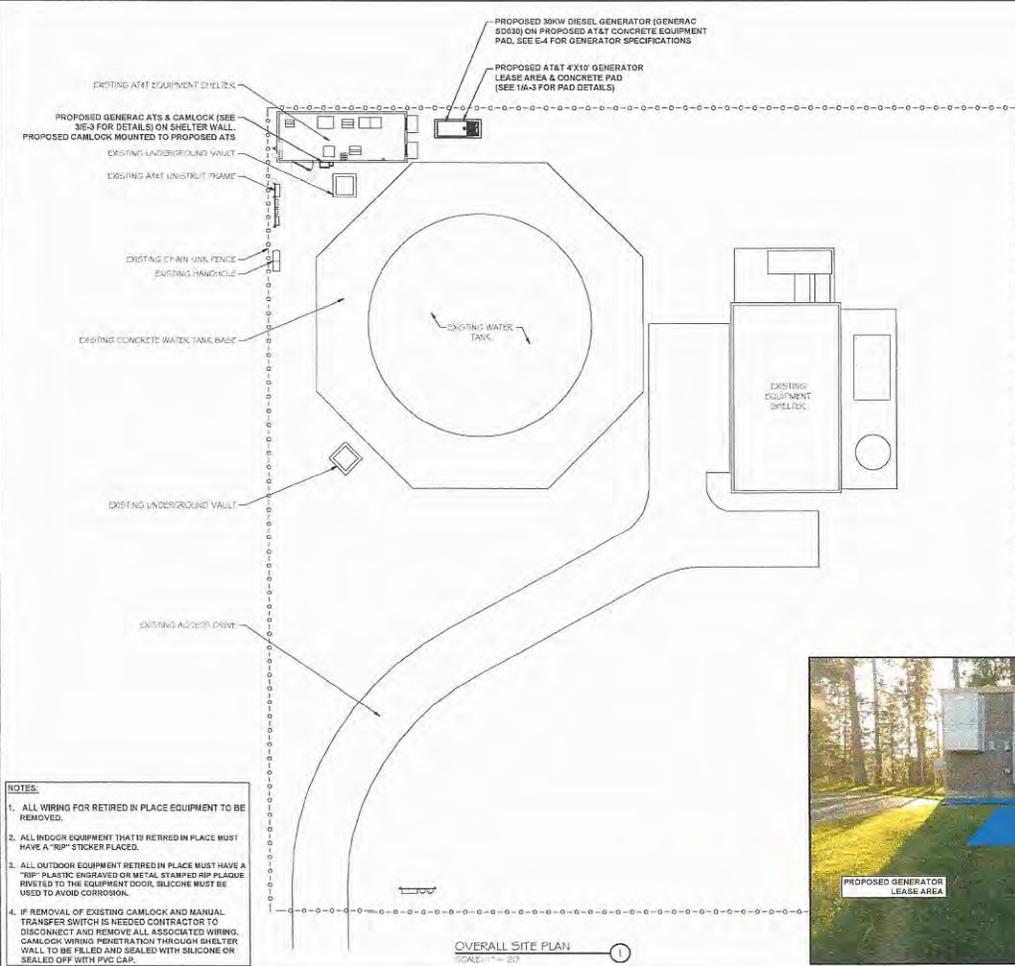


EXHIBIT B-2

Additional Premises Area

See attached

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- NOTES:**
1. ALL WIRING FOR RETIRED IN PLACE EQUIPMENT TO BE REMOVED.
 2. ALL INDOOR EQUIPMENT THAT IS RETIRED IN PLACE MUST HAVE A "RIP" STICKER PLACED.
 3. ALL OUTDOOR EQUIPMENT RETIRED IN PLACE MUST HAVE A "RIP" PLASTIC ENGRAVED OR METAL STAMPED RIP PLAQUE REVEALED TO THE EQUIPMENT DOOR, SILICONE MUST BE USED TO AVOID CORROSION.
 4. IF REMOVAL OF EXISTING CAMLOCK AND MANUAL TRANSFER SWITCH IS NEEDED CONTRACTOR TO DISCONNECT AND REMOVE ALL ASSOCIATED WIRING, CAMLOCK WIRING PENETRATION THROUGH SHELTER WALL TO BE FILLED AND SEALED WITH SILICONE OR SEALED OFF WITH PVC CAP.

OVERALL SITE PLAN
SCALE: 1" = 20'



NORTH

3300 MN-60
FARIBAULT, MN 55021
OFFICE: (507) 334-2268

608) 643-4100 www.ramaker.com

A	01/16/2021 PRELIMINARY CONSTRUCTION DRAWING	
MARK	DATE	DESCRIPTION
ISSUE	PRELIMINARY	DATE 01/16/2021
PROJECT	HAYDEN LAKE FA ID# 10075804	
PROJECT INFORMATION:	639 WEST WILBUR AVENUE COEUR D'ALENE, ID 83815 KOOTENAI COUNTY	
SHEET TITLE:	OVERALL SITE PLAN	
1" = 20'	1" = 10'	1" = 5'
PROJECT NO.	49814	
SHEET NO.	A-1	

PUBLIC HEARINGS

CITY COUNCIL MEETING

STAFF REPORT

DATE: February 16, 2021
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-20-05, Vacation of an eleven-foot-wide alley located in Government Lot 13 of Section 11, Township 50 North, Range 4 West in the City of Coeur d'Alene.**

DECISION POINT

The applicants, Christopher Deering and Heather Dorrell, are requesting the vacation of an eleven-foot-wide alley located between Davidson Avenue and Emma Avenue west of Government Way.

HISTORY

It is not known when the requested alley was originally dedicated to the City of Coeur d'Alene.

FINANCIAL ANALYSIS

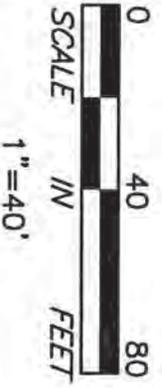
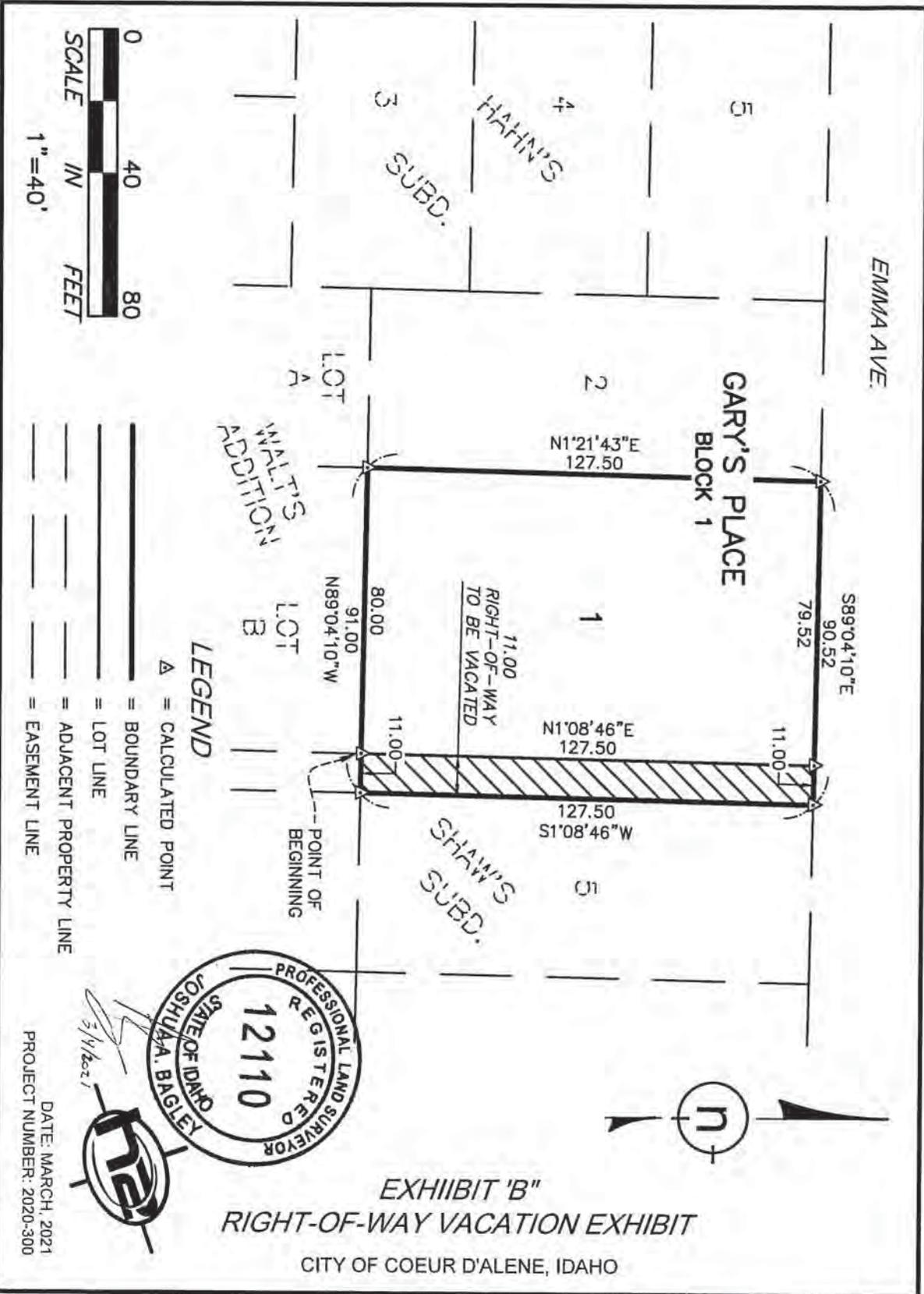
The vacation of the requested alley would not have any financial impact on the City and would add approximately 2,805 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owners whose lots adjoin the alley.

PERFORMANCE ANALYSIS

The purpose of this request is to vacate an eleven foot (11') wide, unimproved public alley that there is no foreseeable use for. The alley does not contain any City utilities. The franchise utilities would keep their access easement as part of the vacation ordinance. The Development Review Team was informed about this vacation.

RECOMMENDATION

City Council should approve the vacation action per Idaho Code Section 50-1306 and to vacate the property to the applicants, Christopher Deering and Heather Dorrell.

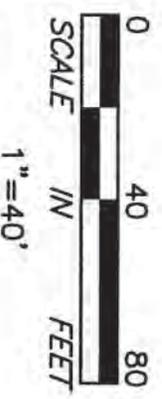
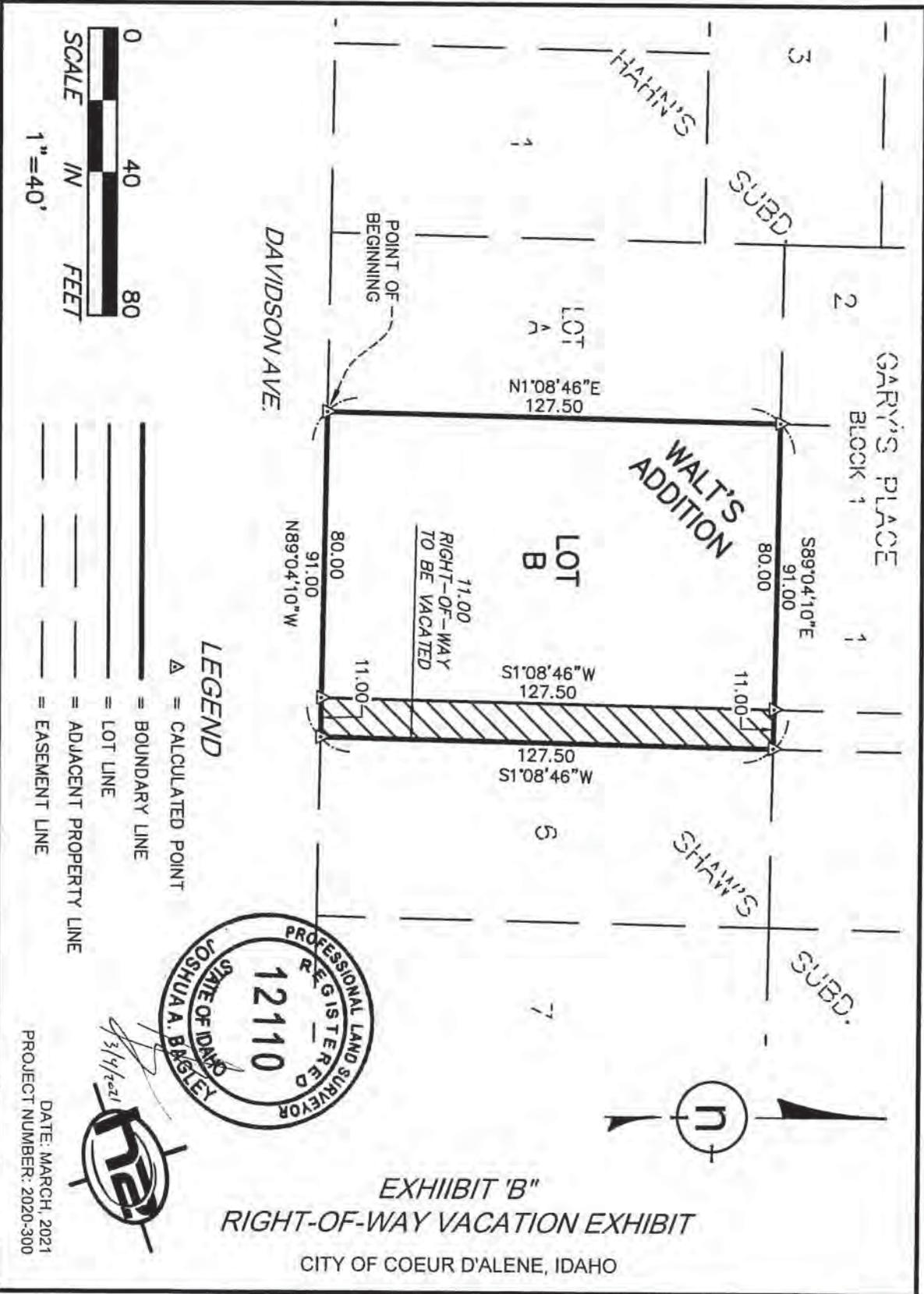


- LEGEND**
- ▲ = CALCULATED POINT
 - = BOUNDARY LINE
 - = LOT LINE
 - = ADJACENT PROPERTY LINE
 - = EASEMENT LINE



DATE: MARCH, 2021
PROJECT NUMBER: 2020-300

EXHIBIT 'B'
RIGHT-OF-WAY VACATION EXHIBIT
CITY OF COEUR D'ALENE, IDAHO



- LEGEND**
- △ = CALCULATED POINT
 - = BOUNDARY LINE
 - = LOT LINE
 - = ADJACENT PROPERTY LINE
 - = EASEMENT LINE



DATE: MARCH, 2021
PROJECT NUMBER: 2020-300

EXHIBIT 'B'
RIGHT-OF-WAY VACATION EXHIBIT

CITY OF COEUR D'ALENE, IDAHO

ORDINANCE NO. ____
COUNCIL BILL NO. 21-1004

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, VACATING AN ELEVEN-FOOT-WIDE ALLEY, GENERALLY DESCRIBED AS A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 13, SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, CITY OF COEUR D'ALENE, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

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

Legal description and drawing, attached as Exhibits "A1 & B1" and "A2 & B2"

be and the same is hereby vacated.

SECTION 2. That said vacated alley shall revert to the adjoining property owners to the west.

SECTION 3. That the existing right-of-way, easements, and franchise rights of any lot owners, public utility, and the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner place any obstruction over any public utilities.

SECTION 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 March 16, 2021.

APPROVED by the Mayor this 16th day of March, 2021.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
V-20-05, ELEVEN-FOOT-WIDE ALLEY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating an Eleven-Foot-Wide Alley.

Such alley is more particularly described as follows:

Attached Exhibits "A1 & B1" and "A2 & B2" are on file in the City Clerk's Office.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. ____ is available at Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-20-05, Eleven-Foot-Wide Alley vacation 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 March, 2021.

Randall R. Adams, Chief Civil Deputy City Attorney

Exhibit 'A1'

March 3, 2021

Vacated Alley

Alley per the Plat of Shaw's Subdivision, recorded in Book C of plats at page 104, records of Kootenai County, located in Government Lot 13, Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, City of Coeur d'Alene, Idaho, more particularly described as follows:

Beginning at the southeast corner of Lot 1 per the plat of Gary's Place, from which the southwest corner of Lot 1 bears N 89° 04' 10" W, a distance of 80.00 feet;

thence N 01° 08' 46" E along the east line of Lot 1, a distance of 127.50 feet to the south Right-of-Way of Emma Avenue;

thence S 89° 04' 10" E along said south Right-of-Way a distance of 11.00 feet to the northwest corner of Lot 5 of Shaw's Subdivision, Book C, Page 104;

thence S 01° 08' 46" W along the west line of Lot 5, a distance of 127.50 feet to the southwest corner of Lot 5;

thence N 89° 04' 10" W a distance of 11.00 feet to the southeast corner of Lot 1 of Gary's Place and the **Point of Beginning**;

Containing 1,402.50 square feet or 0.032 acres, more or less.



[Handwritten Signature]
3/4/2021

EXHIBIT 'A2'

March 3, 2021

Vacated Alley

Alley per the Plat of Shaw's Subdivision, recorded in Book C of plats at page 104, records of Kootenai County, located in Government Lot 13, Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, City of Coeur d'Alene, Idaho, more particularly described as follows:

Beginning at the southeast corner of Lot B per the plat of Walt's Addition, Book I, Page 94, from which the northeast corner of Lot B bears N 01°08'46" E, a distance of 127.50 feet;

thence N 01°08'46" E along the east line of Lot B, a distance of 127.50 feet;

thence S 89°04'10" E a distance of 11.00 feet to the northwest corner of Lot 6 of Shaw's Subdivision, Book C, Page 104;

thence S 01°08'46" W along said west line of Lot 6, a distance of 127.50 feet to the southwest corner of Lot 6 and the north Right-of-Way of Davidson Avenue;

thence N 89°04'10" W along the north Right-of-Way of Davidson Avenue, a distance of 11.00 feet to the southeast corner of Lot B and the **Point of Beginning**;

Containing 1,402.50 square feet or 0.032 acres, more or less.



[Handwritten Signature]
3/4/2021

EXHIBIT 'B1'

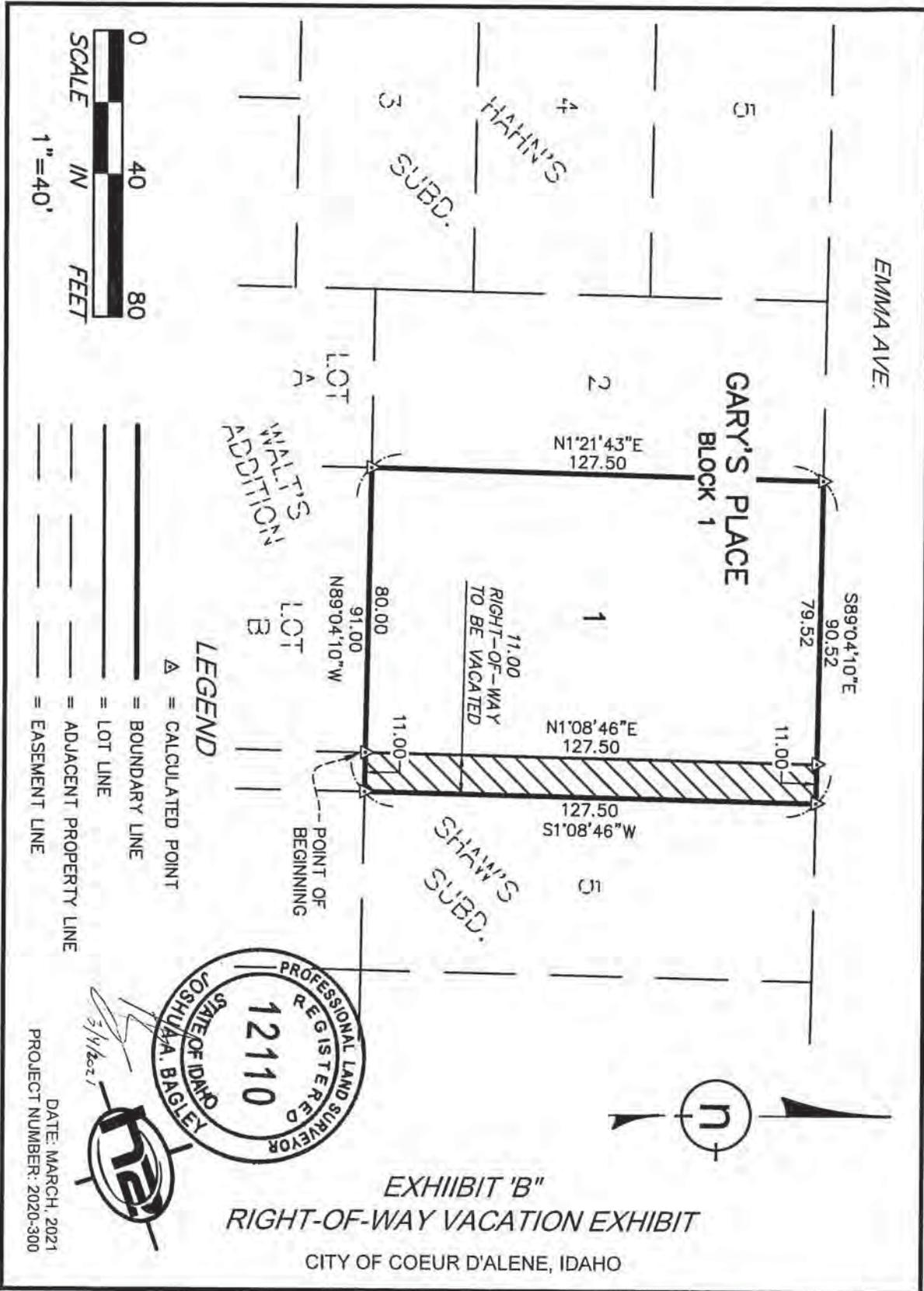
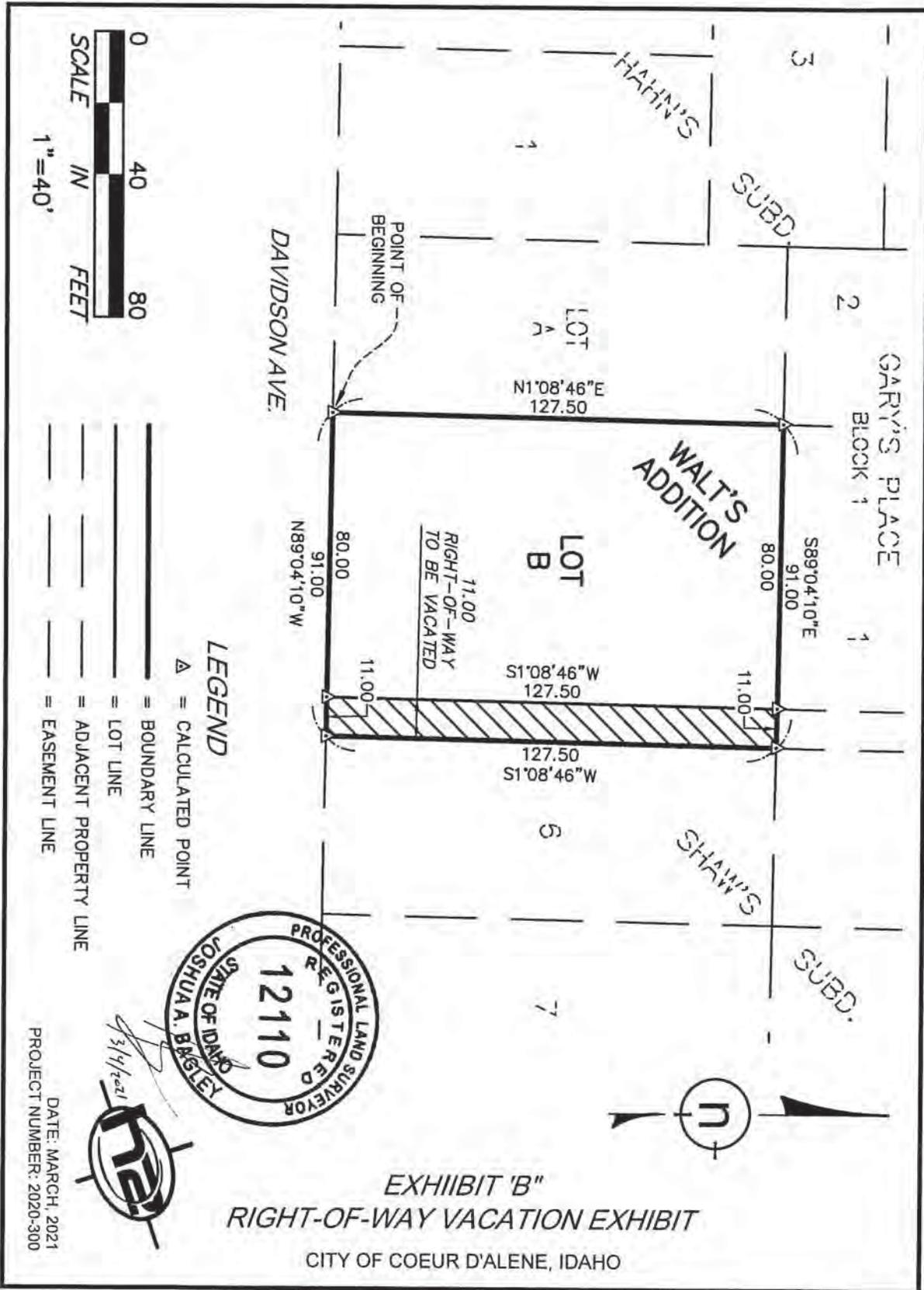


EXHIBIT 'B2'



CITY COUNCIL STAFF REPORT

FROM: MIKE BEHARY, ASSOCIATE PLANNER

DATE: MARCH 16, 2021

SUBJECT: A-1-21 – ZONING IN CONJUNCTION WITH ANNEXATION OF 21.6 ACRES FROM COUNTY AGRICULTURAL, LIGHT INDUSTRIAL, AND COMMERCIAL TO R-17 AND C-17

LOCATION: PROPERTY LOCATED IMMEDIATELY NORTHEAST OF THE INTERSECTION OF HIGHWAY 95 AND WILBUR AVENUE.

APPLICANT:
Dodge Heritage LLC / JB Dodge Company
LLC
P.O. Box 1254
Coeur d'Alene, ID 83816

ENGINEER:
Lake City Engineering, Inc.
126 E. Poplar Avenue
Coeur d'Alene, ID 83814

DECISION POINT:

The applicant is requesting approval of an annexation of 21.6 acres in conjunction with zoning approval from County Agricultural, Light Industrial, and Commercial Zones to City R-17 Residential and C-17 Commercial zoning districts.

PLANNING COMMISSION RECOMMENDATION:

At their regular monthly meeting on February 9, 2021, the Planning Commission held a public hearing on this item and made a recommendation to approve this annexation request.

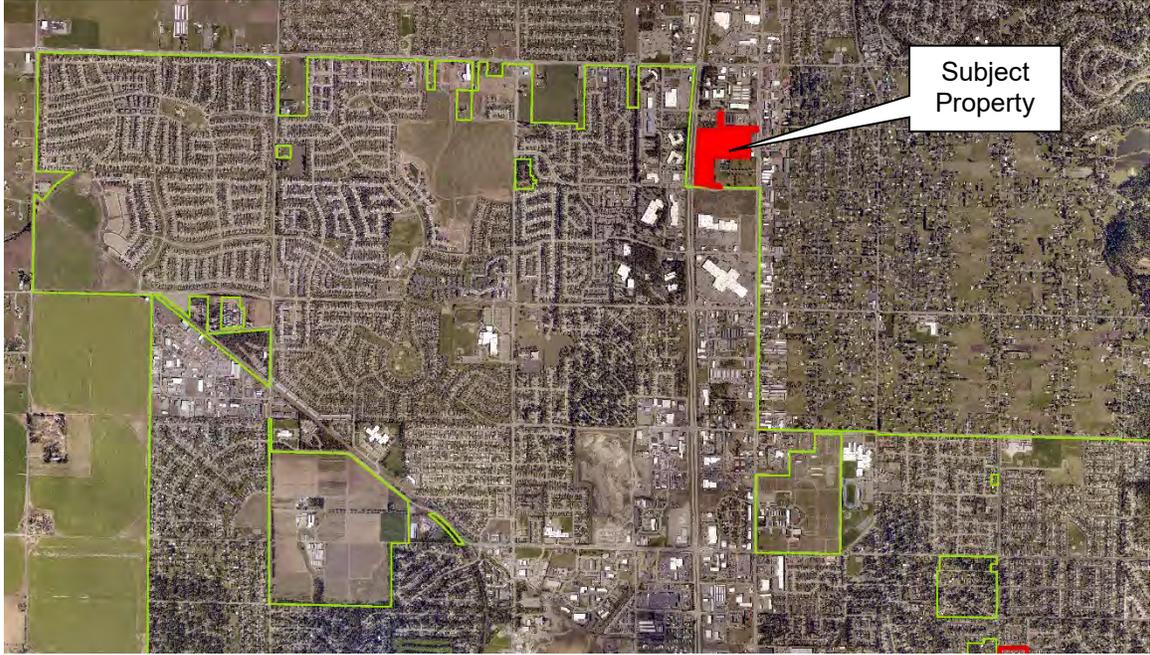
BACKGROUND INFORMATION:

The subject property is currently vacant and located in the unincorporated area of the county. The subject site is adjacent to the city limits on the west and south side of the subject site. The property is currently zoned Agriculture, Light Industrial and Commercial, all in Kootenai County. The subject site is located within the City's Area of City Impact (ACI).

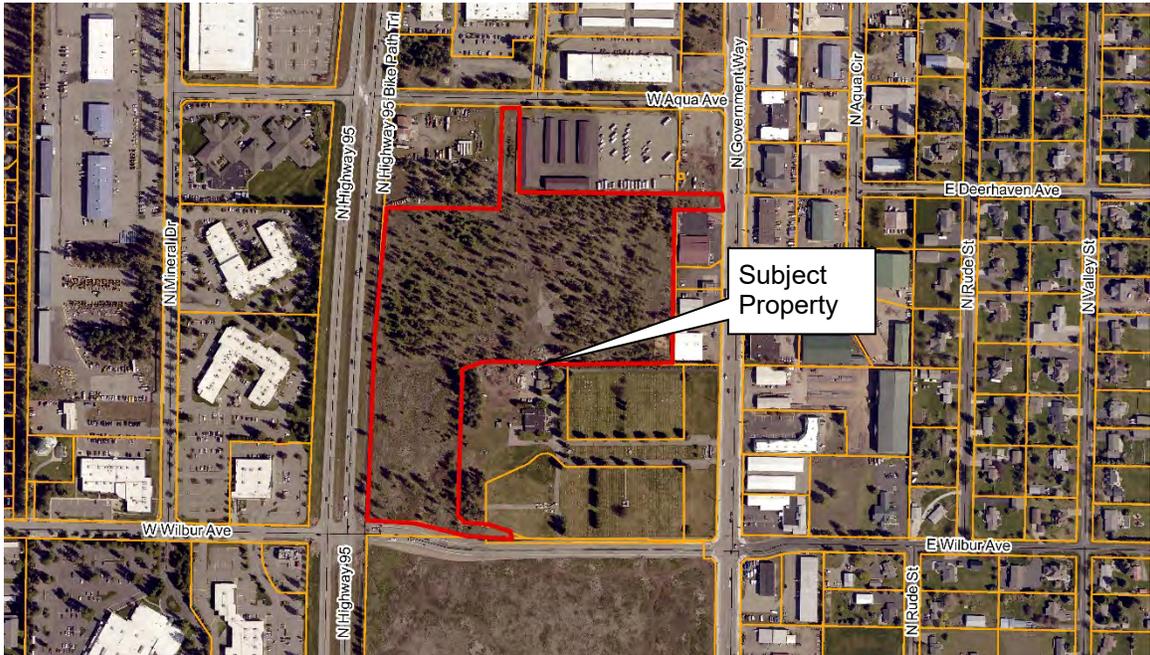
The applicant is proposing two zoning districts as part of this annexation request, the R-17 and C-17 zoning districts. Approximately 5.4 acres is proposed to be C-17 that will allow for commercial and retail uses located in the southwest part of the subject site that is adjacent to the intersection of Wilbur and US-95. The remainder of the property, approximately 16.2 acres is proposed to be R-17. See proposed zoning map on page five for locations of the two zoning districts.

The applicant has indicated that the R-17 zone portion of this site will allow for a future multi-family development that could allow opportunities for additional affordable workforce housing. The applicant is proposing three access points to the subject site, one access off of Wilbur Avenue, one off of Government Way, and one off of Aqua Avenue. See applicant's Narrative that is an attachment at the end of this report.

PROPERTY LOCATION MAP:



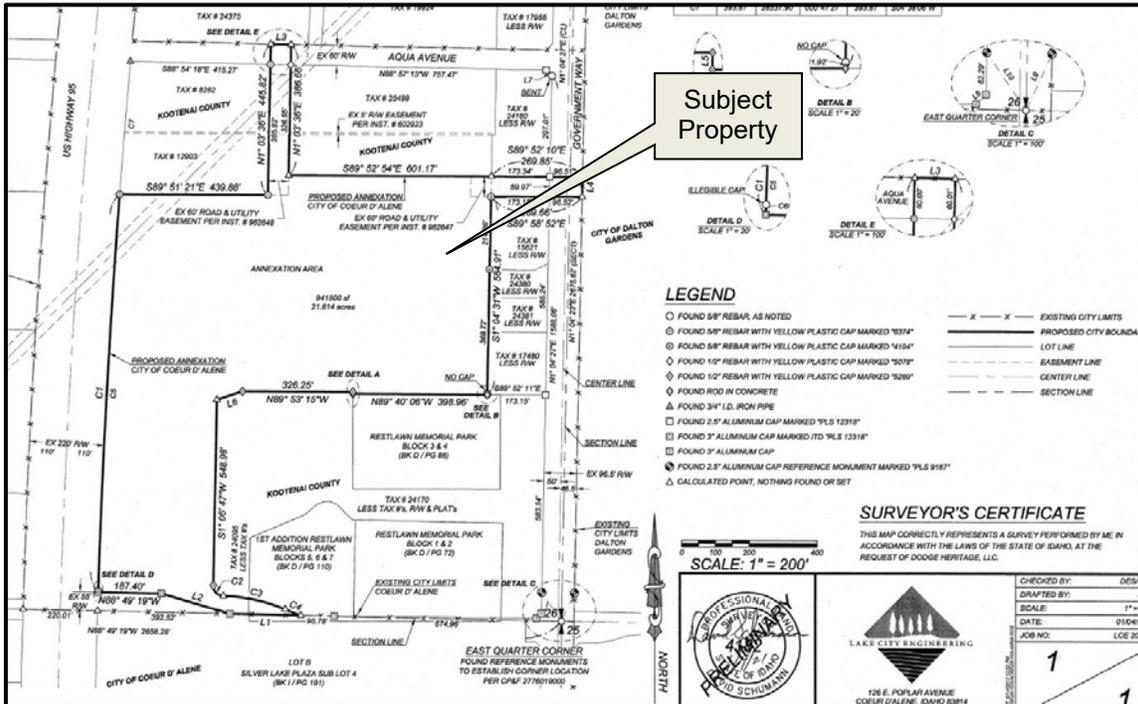
AERIAL PHOTO:



BIRDSEYE AERIAL:



ANNEXATION MAP:



EXISTING ZONING MAP: County Zoning Districts



PROPOSED ZONING MAP:



Approval of the requested R-17 and C-17 Zoning in conjunction with annexation would allow the following potential uses of the property. The proposed R-17 and C-17 zoning is shown on the map above. The proposed zoning districts are consistent with the existing zoning of all of the surrounding properties in the vicinity of the subject property.

Proposed R-17 Zoning District:

The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

Principal permitted uses in an R-17 district shall be as follows:

- Administrative
- Childcare facility
- Community education
- Duplex housing
- Essential service
- Home occupation
- Multiple-family
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing as specified by the R-8 district

Permitted uses by special use permit in an R-17 district shall be as follows:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded, the establishment which it is to serve; this is not to be used for the parking of commercial vehicles
- Boarding house
- Commercial film production
- Commercial recreation
- Community assembly
- Community organization
- Convenience sales
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders' facility
- Ministorage facilities
- Mobile home manufactured in accordance with section 17.02.085 of this title
- Noncommercial kennel
- Nursing/convalescent/rest homes for the aged
- Rehabilitative facility.
- Religious assembly
- Residential density of the R-34 district as specified
- Three (3) unit per gross acre density increase
- Religious assembly
- Retail gasoline sales
- Single-family detached housing (as specified by the R-8 district)
- Specialty retail sales
- Veterinary office

17.05.290: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an R-17 District shall be as follows:

Structure Type	Structure Location	
	In Buildable Area for Principal Facilities	In Rear Yard
Single-family and duplex structure	32 feet	n/a
Multiple-family structure	45 feet	n/a
For public recreation, community education or religious assembly activities	45 feet	n/a
Detached accessory building including garages and carports	32 feet	With low or no slope roof: 14 feet With medium to high slope roof: 18 feet

17.05.320: SITE PERFORMANCE STANDARDS; MINIMUM YARD:

A. Minimum yard requirements for single family and duplex residential activities in an R-17 District shall be as follows:

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

- C. Multiple-family housing at seventeen (17) units per acre:
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 feet (20'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space

17.44.030: RESIDENTIAL USES:

Unless otherwise allowed by the relevant zoning or overlay district, the following off-street parking

D.	Multiple-family housing:	
	1. Studio units	1 space per unit
	2. 1 bedroom units	1.5 spaces per unit
	3. 2 bedroom units	2 spaces per unit
	4. 3 bedroom units	2 spaces per unit
	5. More than 3 bedrooms	2 spaces per unit

Proposed C-17 Zoning District:

The C-17 district is intended as a broad-spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre. This district should be located adjacent to arterials; however, joint access developments are encouraged.

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

- Administrative offices.
- Agricultural supplies and commodity sales.
- Automobile and accessory sales.
- Automobile parking when serving an adjacent business or apartment.
- Automobile renting.
- Automobile repair and cleaning.
- Automotive fleet storage.
- Automotive parking.
- Banks and financial institutions.
- Boarding house.
- Building maintenance service.
- Business supply retail sales.
- Business support service.
- Childcare facility.
- Commercial film production.
- Commercial kennel.
- Commercial recreation.
- Communication service.
- Community assembly.
- Community education.
- Community organization.
- Construction retail sales.
- Consumer repair service.
- Convenience sales.
- Convenience service.
- Department stores.
- Duplex housing (as specified by the R-12 district).
- Essential service.
- Farm equipment sales.
- Finished goods wholesale.
- Food and beverage stores
- Funeral service.
- General construction service.
- Group assembly.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Home furnishing retail sales.

- Home occupations.
- Hospitals/healthcare.
- Hotel/motel.
- Juvenile offenders' facility.
- Laundry service.
- Ministorage facilities.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Noncommercial kennel.
- Nursing/convalescent/rest homes for the aged.
- Personal service establishments.
- Pocket residential development (as specified by the R-17 district).
- Professional offices.
- Public recreation.
- Rehabilitative facility.
- Religious assembly.
- Retail gasoline sales.
- Single-family detached housing (as specified by the R-8 district).
- Specialty retail sales.
- Veterinary office

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

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

REQUIRED FINDINGS FOR ANNEXATION:

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

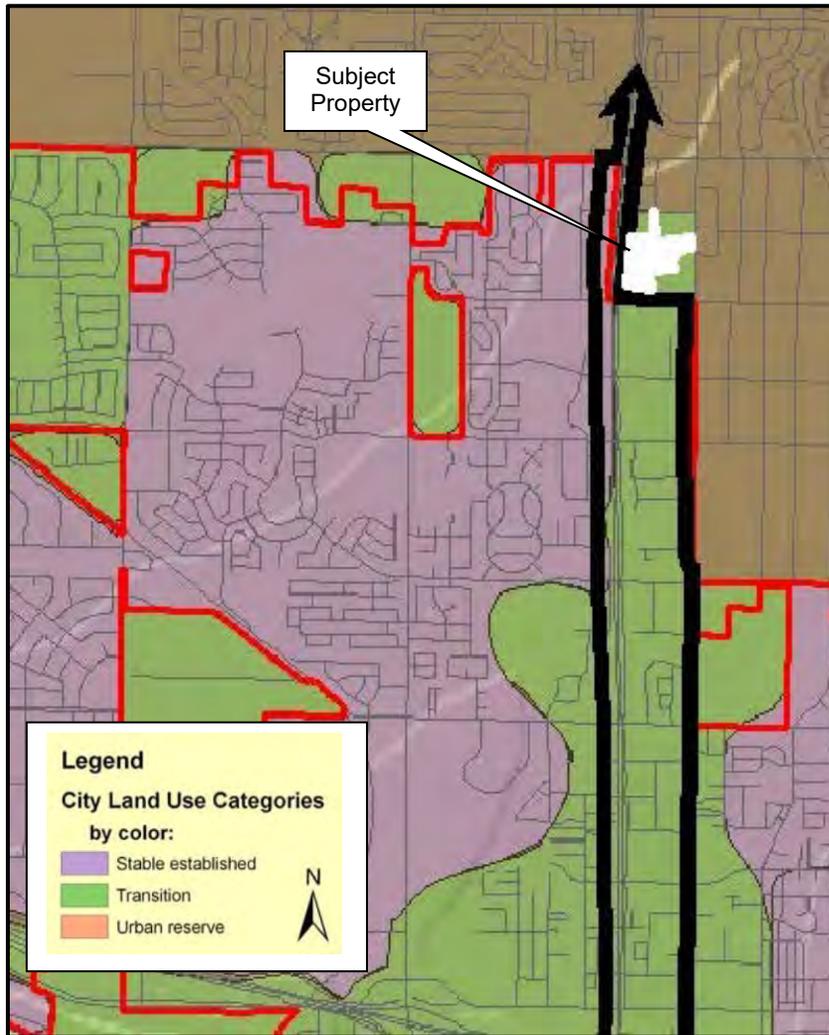
2007 COMPREHENSIVE PLAN LAND USE CATEGORY:

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

AREA OF CITY IMPACT MAP:



COMPREHENSIVE PLAN MAP: US 95 Corridor



Transition:

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

US 95 Corridor Today:

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

US 95 Corridor Tomorrow:

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

The characteristics of the US 95 Corridor will be:

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

2007 Comprehensive Plan Goals and Objectives that apply:

Objective 1.11 - Community Design:

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

Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 - Efficiency:

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

Objective 2.01 - Business Image & Diversity:

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

Objective 2.02 - Economic & Workforce Development:

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

Objective 3.01 - Managed Growth:

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

Objective 3.05 - Neighborhoods:

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

Objective 3.08 - Housing:

Design new housing areas to meet the needs for quality neighborhoods for all income and family status categories.

Objective 3.10 - Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

Objective 3.16 - Capital Improvements:

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

Objective 4.01 City Services:

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

Objective 4.02 - City Services:

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

Objective 4.06 - Public Participation:

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

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

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

STORMWATER:

Stormwater will be addressed as 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.

STREETS:

The subject site is currently undeveloped. The site has frontage along the north side of Wilbur Ave with access points to Government Way and Aqua Ave. Wilbur Ave and Government Way are both newly constructed, so street improvements for those streets will not be necessary. However, Aqua Ave is in the jurisdiction of Lakes Highway District and the City of Hayden. The applicant will need to work with those agencies regarding access and frontage improvements. Access to Wilbur Ave must be outside the functional area of the signalized intersection, per City Code 17.44.280. The Streets and Engineering Department has no objection to this annexation request.

-Submitted by Chris Bosley, City Engineer

WATER – City of Coeur d Alene:

The property for proposed annexation lies within the City of Coeur d'Alene's water service area, but the City does not have sufficient infrastructure in proximity to adequately serve the property. Therefore, the City relinquishes service capability to North Kootenai Water and Sewer District. The applicant's engineer has indicated that they will work with North Kootenai Water & Sewer District to obtain water service for the subject site.

-Submitted by Terry Pickel, Water Superintendent

WATER – North Kootenai Water and Sewer District:

The purpose of this letter is to provide written documentation of North Kootenai Water District's intention to provide water service to Dodge property proposed development. For locational reference, the property is east of Highway 95 and west of Government Way, south of Aqua Circle and north of Wilbur Avenue. Prior to issuing a will serve letter, the District Engineer has been directed to conduct a project feasibility study. It will be required the property is annexed into the District. (See North Kootenai Water and Sewer District – Intent to Serve Letter in attachment at end of this report)

-Submitted by Jessie Camburn, District Manager: North Kootenai Water and Sewer District

SEWER:

The nearest public sanitary sewer is located in Government Way. At no cost to the City, a public sewer extension conforming to City Standards and Policies will be required prior issuance of any building permits. A sewer easement will be required to reach the subject property. 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 and willingness to serve this annexation request as proposed. This project will require the extension of public sewer "To and Through" this annexation as proposed.

-Submitted by Larry Parsons, Utility Project Manager

PARKS:

The Parks Department has no requirements for this annexation.

-Submitted by Monte McCully, Trails Coordinator

FIRE:

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

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals. The Fire Department has no conditions at this time. The CDA Fire Department will work with the development team utilizing the current adopted Fire Code (2018 Edition for access, fire protection and hydrant placement at building permit time. The Fire Department has no objection to this Annexation request as proposed.

-Submitted by Bobby Gonder, Fire Inspector

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

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

PHYSICAL CHARACTERISTICS:

The site slopes to the east and there is an approximately a twenty-foot elevation drop on the subject property. (See topography map on page 13) There are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request. Site photos are provided on the next few pages showing the existing conditions.

TOPOGRAPHIC MAP:



SITE PHOTO - 1: View from the east part of property looking west



SITE PHOTO - 2: View from the northwest corner of subject site looking east



SITE PHOTO - 3: View from the northeast corner of property looking west



SITE PHOTO - 4: View from the northeast corner of property looking southeast



SITE PHOTO - 5: View from the northeast corner of property looking south



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

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

TRAFFIC:

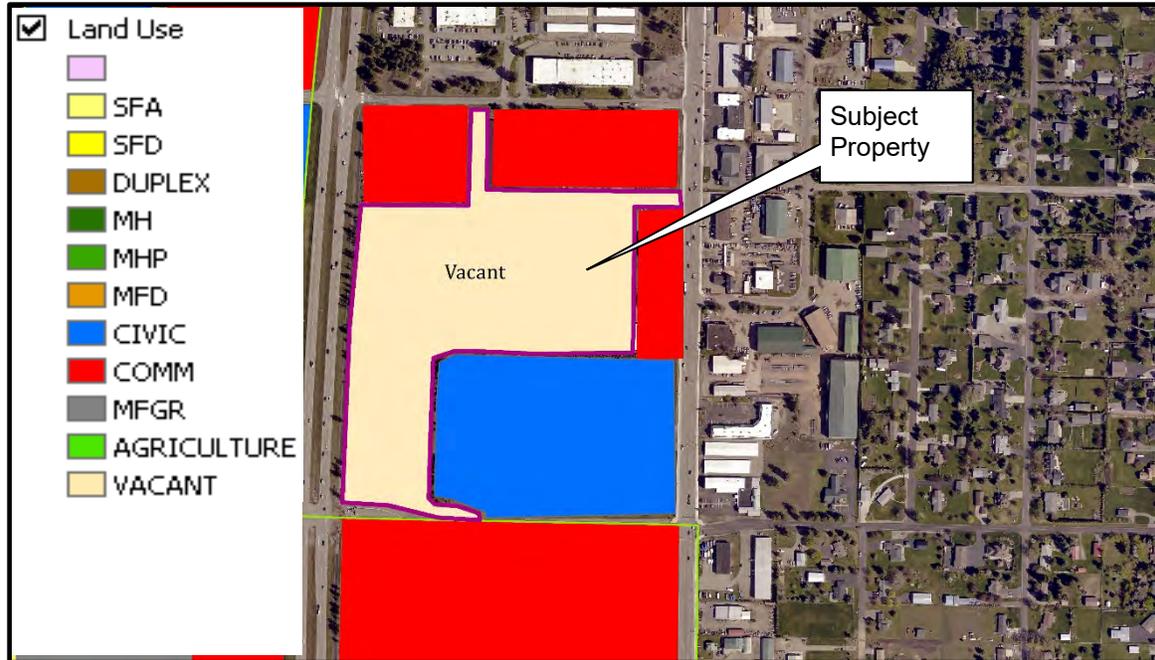
The proposed annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation alone. Without knowing more specifics about the proposed development, traffic generation can't be accurately estimated, but based the request for zoning of R-17 for residential and C-17 for the commercial portion, the increase in traffic is expected to be easily accommodated on Wilbur Ave and Government Way. The Streets & Engineering Department has no objection to the annexation as proposed.

-Submitted by Chris Bosley, City Engineer

NEIGHBORHOOD CHARACTER:

See the "US 95 Corridor Today" descriptions from the 2007 Comprehensive Plan listed in finding #B8 as well as the photos of subject property. The surrounding properties to the north, east, south, and west have commercial and civic uses located on them.

GENERALIZED LAND USE PATTERN:



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

ORDINANCES & STANDARDS USED FOR EVALUATION:

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

RECOMMENDATIONS FOR ITEMS TO INCLUDE ANNEXATION AGREEMENT:

1. The applicant obtains a will serve letter for water service from the North Kootenai Water and Sewer District.
2. This project will require the extension of public sewer "To and Through" this annexation as proposed.
3. A sewer easement will be required to reach the subject property.
4. Sewer Policy #719 requires a 20'-wide utility easement centered over all public the sewer mains (30' if shared with Public Water) or RAIV dedicated to the City.
5. Sewer Policy #716 requires only one appropriately sized service lateral will be allowed to serve each legally recognized parcel (lot). "One Lot...One Lateral". Installation of "extra" sewer service laterals for future use on any singular parcel is prohibited.

ACTION ALTERNATIVES:

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

Attachments: Applicant's Narrative
North Kootenai Water and Sewer District – Intent to Serve Letter

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

A-1-21

A. INTRODUCTION

This matter having come before the Planning Commission on February 9, 2021, and there being present a person requesting approval of ITEM A-1-21, a request for zoning prior to annexation from County Agricultural, Light Industrial, and Commercial to City R-17 and C-17.

APPLICANT: DODGE HERITAGE LLC / JB DODGE COMPANY LLC

LOCATION: PROPERTY LOCATED IMMEDIATELY NORTHEAST OF THE INTERSECTION OF HIGHWAY 95 AND WILBER AVENUE.

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

The Planning Commission adopts Items B1 to B7.

- B1. That the existing land uses are Residential and Commercial.
- B2. That the Comprehensive Plan Map designation is NE Prairie area.
- B3. That the zoning is County Agricultural, Light Industrial, and Commercial.
- B4. That the notice of public hearing was published on , January 23, 2021 which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on February 9, 2021.

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

Objective 1.14 Efficiency:

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

Objective 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)

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on that water can be provided or extended to serve the property by North Kootenai.

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

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because at this time it is an annexation and don't know what future traffic will be.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of DODGE HERITAGE, LLC/JB DODGE COMPANY, LLC for zoning prior to annexation, as described in the application should be approved.

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

1. The applicant obtains a will serve letter for water service from the North Kootenai Water and Sewer District.
2. This project will require the extension of public sewer "To and Through" this annexation as proposed.
3. A sewer easement will be required to reach the subject property.
4. Sewer Policy #719 requires a 20'-wide utility easement centered over all public the sewer mains (30' if shared with Public Water) or RAIV dedicated to the City.
5. Sewer Policy #716 requires only one appropriately sized service lateral will be allowed to serve each legally recognized parcel (lot). "One Lot...One Lateral". Installation of "extra" sewer service laterals for future use on any singular parcel is prohibited.

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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted No
Commissioner Mandel	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Motion to approve carried by a 5 to 1 vote.

Motion to approve carried by a 5 to 1 vote.



CHAIRMAN TOM MESSINA

1. Applicant: Dodge Heritage, LLC/JB Dodge Company, LLC
Location: Northeast corner of Wilbur Avenue and Highway 95
Request: A proposed 21.6-acre annexation from County Agriculture, Commercial & Light Industrial to City R-17 and C-17.
LEGISLATIVE, (A-1-21)

Mike Behary, Associate Planner presented the staff report and stated,

- The applicant is requesting approval of an annexation of 21.6 acres in conjunction with zoning approval from County Agricultural, Light Industrial, and Commercial Zones to City R-17 Residential and C-17 Commercial zoning districts.
- The subject property is currently vacant and located in the unincorporated area of the county. The subject site is adjacent to the city limits on the west and south side of the subject site. The property is currently zoned Agriculture, Light Industrial and Commercial, all in Kootenai County. The subject site is located within the City's Area of City Impact (ACI).
- The applicant is proposing two zoning districts as part of this annexation request, the R-17 and C-17 zoning districts. Approximately 5.4 acres is proposed to be C-17 that will allow for commercial and retail uses located in the southwest part of the subject site that is adjacent to the intersection of Wilbur and US-95. The remainder of the property, approximately 16.2 acres is proposed to be R-17.
- The applicant has indicated that the R-17 zone portion of this site will allow for a future multi-family development that will provide additional affordable workforce housing. The applicant is proposing three access points to the subject site, one access off of Wilbur Avenue, one off of Government Way, and one off of Aqua Avenue.
- The City's Comprehensive Plan designates this property within the US 95 Corridor area.
- He noted the various staff comments and indicated that staff has no objection to this request.
- Mr. Behary stated if approved there are 5 recommendations to be included in the annexation agreement.

Mr. Behary concluded his presentation

Commission Comments:

Commissioner Fleming commented with frontage on the highway which is zoned C-17 frontage is very valuable and questioned why the applicant chose to split the lot so the R-17 property is along the highway and not the C-17 parcel which would have made the C-17 parcel "golden" being up against the highway.

Mr. Behary stated that is a great point and that the applicant is here to answer that question.

Commissioner Luttrupp inquired when there is a request to hook up to the sewer questioned who pays the fees.

Ms. Anderson answered that the applicant is responsible to pay all the setup fees.

Commissioner Luttrupp stated in the staff report it states that the Water Department doesn't want to do it because it is too expensive.

Mr. Behary explained that the Water Department indicated that they didn't have enough capacity and that North Kootenai Water could supply the water to the property.

Commissioner Luttrupp stated that he has concerns if we have a piece of property wanting to be annexed into the city should encourage all people wanting to annex to have city water.

Mr. Behary that this is not an unusual request where there have been other properties using other jurisdictions for water when they couldn't provide water.

Kyle Marine, City Water Department explained the reason the City can't supply water is because we don't have the infrastructure in that area to serve that property and would have to tear up Government Way and extend water lines up from the intersection to the south and stated that we are not allowed to cross Highway 95 and since North Kootenai Water District abuts the property. they serve all the properties to the north.

Commissioner Luttrupp inquired if there is water available across Highway 95 to the South.

Mr. Marine replied that is correct.

Chairman Messina commented that he is aware of other properties in the city that are served by other water districts and makes sense to use other districts when we don't have the infrastructure available to reach those properties.

Commissioner Luttrupp commented if the city can't supply sewer and water questioned why approve an annexation.

Ms. Anderson explained that the water district and in past annexations when the water department has not been able to supply water used partnerships from other jurisdictions to supply water which is not unusual.

Mr. Adams stated it sounds like it is a prohibitive cost to extend our infrastructure not only the distance, but tearing up Government Way with no legal impediment for an outside water district to supply water to lots within the city.

Commissioner Luttrupp questioned in other annexations if the applicant pays for sewer and water.

Mr. Marine explained that Wastewater already has a sewer line up Government Way, so they would be able to serve that lot. But for Water we don't have a line going that far north and if the property to the south where to be developed. He explained since the North Kootenai Water District is there, they have the right to serve that property and explained with water districts we have different lines of annexation that we are allowed to serve/not allowed to serve and this property falls within that "gray" area to where its available to North Kootenai Water District to supply water to that property.

Commissioner Ingalls stated that this is not an unusual practice for other water districts to supply water and as an example we recently approved a number of annexation requests along Prairie Avenue with each one of them having a letter from Hayden Irrigation that they would be able to provide water.

Mr. Marine replied that is correct and if a property would be within their water service area would have to write us a letter to release their water service before we are allowed to serve water in that section.

Public testimony open.

Steve White, applicant representative, provided the following statements:

- He commented by approving this annexation would help fill in a gap within the city.
- He stated they feel that the C-17 and R-17 fits well on this property with an earlier question asked why we wouldn't want to have the commercial frontage along Highway 95 and explained that this property is limited to access on Highway 95. He added that the intent of this project is the ability to provide a multi-family or higher density project for this area which would be compatible with the other properties in the area.
- He stated that by approving this property meets all the policies listed in the Comprehensive Plan.

- He commented since the new Wilbur intersection was added will be a benefit to this property by providing easy ingress/egress into the property.

Mr. White concluded his presentation.

Commissioner Luttrupp noted in the narrative it states will provide “workforce” housing which is needed and can you define “workforce housing.”

Mr. White explained that in Kootenai County the growth has made home ownership nonexistent, so we will be providing alternatives such as lower density apartments, townhouses etc. which will give people some opportunities for various types of ways for home ownership.

Commissioner Luttrupp inquired if we could include workforce housing as a condition in the findings.

Commissioner Mandel replied that the subject before us is an annexation and questioned can we include workforce housing as an “intent” as a condition.

Ms. Anderson explained that the applicant is requesting annexation in conjunction with zoning and that the R-17 zoning district allows for various housing types.

Commissioner Luttrupp stated that he would like workforce housing added as a type of housing.

Ms. Anderson stated that she isn’t aware that could be included in the Annexation Agreement as a condition and if we could would have to have the applicant agree to that request.

Chairman Messina explained that the city has not yet defined “workforce housing” and until that happens, we can’t make that a condition.

Mr. Adams stated there is limited things we can put in an annexation agreement and that State Statute 50-222 sets the criteria for annexing property which doesn’t address what is going to be developed on that annexed property which has more to do with city growth and can’t be included as a condition to annexation because we don’t know what is going to be on that land and once a development plan comes forward as a PUD or subdivision than we than can restrict what is approved on the property.

Commissioner Luttrupp stated if we can’t have workforce housing, they shouldn’t have it in the narrative.

Commissioner Ingalls suggested removing the reference to “Workforce Housing,” because it is the applicant’s words. He added we have to trust that the applicant will provide a type of housing stock that is more affordable than other choices.

Commissioner Mandel commented that we recognize the need for mixed housing stock, but our question is to determine if that zoning makes sense for this area and what the applicant included should take as illustrative but seems premature to be discussed. She stated the question is does that zoning make sense for the annexation and not anything outside of that.

Commissioner Rumpler stated that we should limit our findings to the zoning associated with the annexation and at such time there is additional request as a PUD or some other approach to add a condition or requirements such as a specific type of housing.

ROLL CALL:

Commissioner Fleming Voted Aye

Commissioner Ingalls	Voted	Aye
Commissioner Mandel	Voted	Aye
Commissioner Luttrupp	Voted	No
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 5 to 1 vote.

DODGE PROPERTY ANNEXATION

PROJECT NARRATIVE

Coeur d'Alene, Idaho

January 4, 2021



*126 E. Poplar Avenue
Coeur d'Alene, Idaho 83814
Phone: 208-676-0230*

INTRODUCTION

Lake City Engineering, Inc., is hereby requesting the annexation of approximately 21.6 acres of property into the City of Coeur d’Alene. The subject property is located northeast of the intersection of US-95 and Wilbur Avenue, and is currently vacant.

SUBJECT PARCEL

The property being requested for annexation is as follows:

- Parcel #: 51N04W-26-2000
- Address: Northeast corner of Wilbur Avenue and US-95
- Area: 21.6 acres
- Current Zoning: Agriculture, Commercial, Light Industrial (all County)
- Proposed Zoning: R-17 Residential and C-17 Commercial
- Legal Description: Tax #19006, excepting right-of-way

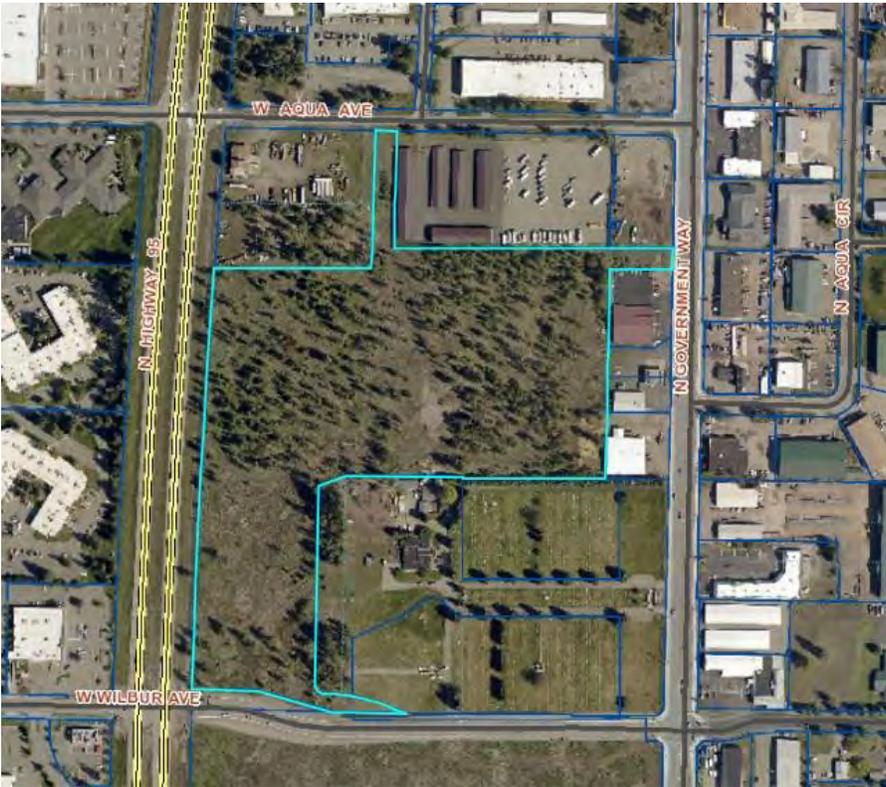


Figure 1: Vicinity Map

PRE-DEVELOPMENT CONDITIONS

The subject property is currently vacant. Three access points are planned for this property, off Wilbur Avenue, Government Way and Aqua Avenue.

Frontage improvements on Wilbur Avenue, including sidewalks, swales and curb & gutter, were completed in conjunction with the construction of the Wilbur Avenue extension that connected Government Way to US-95. Government Way was also recently improved and will not require additional improvements. The access point into the property off Aqua Avenue will require additional frontage improvements during the development phase of the project.

Figure 2 below shows the current site conditions.

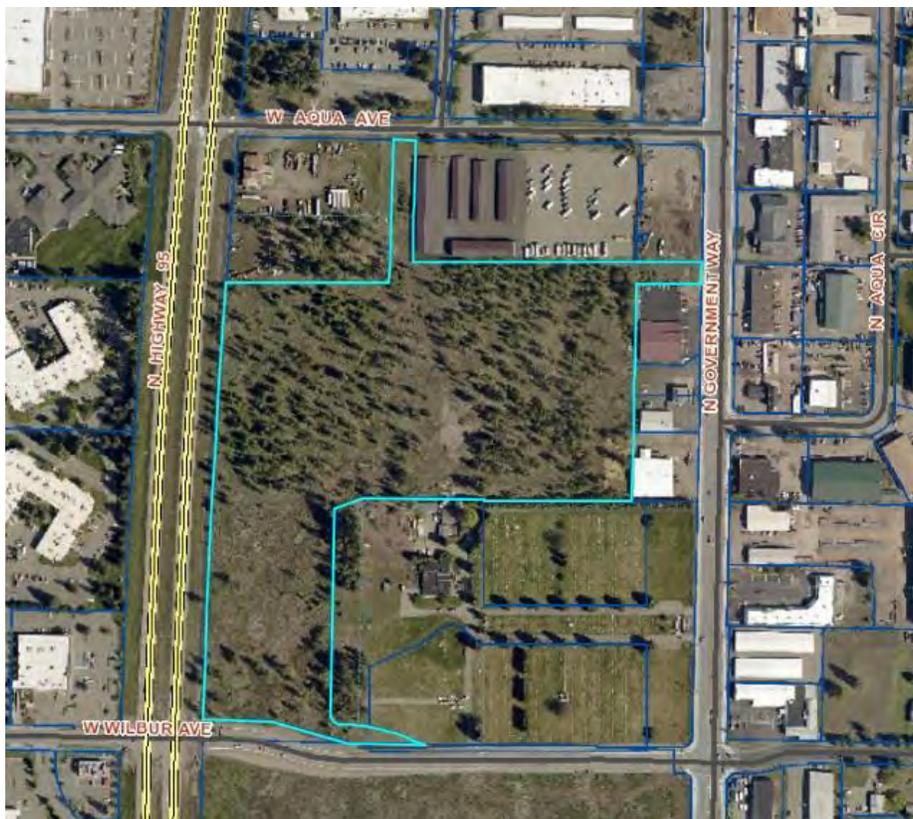


Figure 2: Existing Site Conditions

ZONING CLASSIFICATION

The property is currently zoned Agriculture, with two small access corridors zoned Light Industrial and Commercial, all in Kootenai County. The piece is located at the northeast corner of US-95 and Wilbur Avenue, and is adjacent to the Coeur d'Alene City Limits. The surrounding property consists of commercially zoned parcels to the southeast and East, and Light Industrial zoned property to the North.

The project proponent is requesting zoning classifications of R-17 and C-17, as shown in Figure 3 below. Approximately 5.4 acres is proposed to be zoned C-17 and will allow for commercial and retail development at the intersection of Wilbur Avenue and US-95. The remainder of the property, approximately 16.2 acres, is proposed to be R-17 to allow for a future multi-family development that will provide additional affordable workforce housing that is needed.

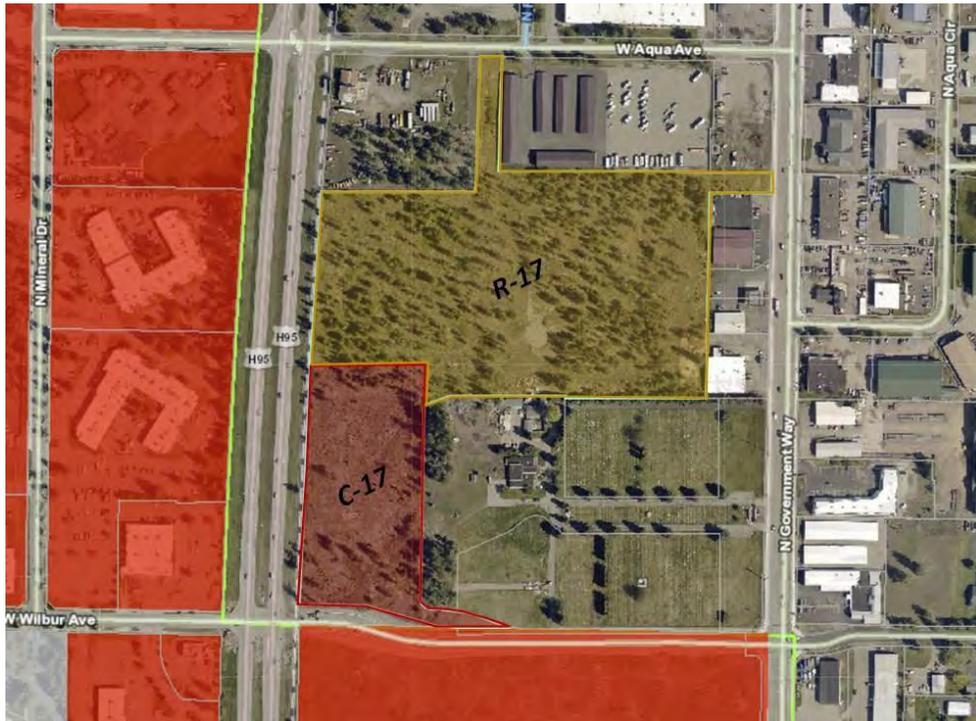


Figure 3: Proposed Zoning

The requested zoning classifications are in conformance with the goals and policies of the Comprehensive Plan and are compatible with the surrounding land uses.

COMPREHENSIVE PLAN ANALYSIS

The property lies in the *Transition* area along the northern boundary of the *US-95 Corridor* area per the City of Coeur d'Alene 2007 Comprehensive Plan. Neighborhood characteristics for this land use are expected to change greatly within the planning period, including number of building lots, the street network and general land use. As an infill project to the *US-95 Corridor*, the proposed zoning would be consistent with the Comprehensive Plan and would be appropriate for both multi-family and commercial uses.

The City of Coeur d'Alene 2007 Comprehensive Plan is the guiding document for all land use development decisions. It is important that land use decisions meet, or exceed, the goals, policies

and objectives as outlined in the Comprehensive Plan. The project proponent believes that the following Goals and Objectives (shown in *italics*) as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification:

Goal #1 – Natural Environment

Objective 1.11 – Community Design: Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

The sidewalks and street lights constructed as part of the recently completed Wilbur Avenue extension have made pedestrian access between US-95 and Government Way possible. The subject property would build upon this access by providing additional commercial businesses and additional multi-family housing with similar pedestrian features throughout.

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

The subject property is currently an undeveloped County property located on the northeastern boundary of the City of Coeur d'Alene. This annexation is considered infill and will allow for the development of this property to match that of the existing surrounding land uses.

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

Sewer is currently stubbed into the subject parcel from Government Way and will be provided by the City of Coeur d'Alene. Water is currently available in Aqua Avenue and is proposed to be served by the Aqua Water District, which is managed and controlled by the North Kootenai Water and Sewer District. Both the City of Coeur d'Alene and the Aqua Water District have the capacity to serve this future development. Existing dry utilities are located adjacent to the subject property in Wilbur Avenue, Aqua Avenue and Government Way.

Goal #2 – Economic Environment

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

Objective 2.02 – Economic and Workforce Development: Plan suitable zones and mixed use areas, and support local workforce development and housing to

meet the needs of business and industry.

Objective 2.05 – Pedestrian & Bicycle Environment: Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

A portion of the proposed annexation will be C-17 Commercial and therefore dedicated to business uses that will be similar to the existing ones found along the US-95 corridor. The portion of the proposed annexation zoned R-17 Multi-Family Residential will contain pedestrian- and bicycle-friendly features such as sidewalks, lighted streets and crosswalks.

Goal # 3 – Home Environment

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

Objective 3.03 – Managed Growth: Direct development of large chain warehouse (“big box”) business outlets to zones that will protect neighborhoods.

The subject property is surrounded by mixed zoning, including both light industrial and commercial uses. A mix of multi-family and commercial development is a natural fit for this area and will provide affordable, centrally located housing and several commercial business opportunities that can offer a variety of services to those residents.

Objective 3.08 – Housing: Design new housing areas to meet the city’s need for quality neighborhoods for all income and family status categories.

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

Population growth and the housing it requires continues to be a challenge for Kootenai County and the City of Coeur d’Alene. Annexing the proposed parcel will allow for the development of additional affordable residential options.

Objective 3.16 – Capital Improvements: Ensure infrastructure and essential services are available for properties in development.

Infrastructure improvements in both Government Way and Wilbur Avenue were recently completed, making sewer and dry utilities services to the subject property easily accessible and available.

Objective 3.18 – Transportation: Provide accessible, safe and efficient traffic circulation

for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.

The recent infrastructure improvements to both Government Way and Wilbur Avenue provided sidewalks, curb & gutter, on-street parking and street lights, all of which promote the safe and efficient access to the subject property. Access off US-95 to the subject property is avoided, per the guidelines of the Idaho Transportation Department.



North Kootenai Water & Sewer District

13649 N. Meyer Rd. • Rathdrum, ID 83858
Phone: (208) 687-6593 • Fax: (208) 687-6597
www.nkwsd.com

February 2, 2021

Mike Behary, AICP, MURP
Associate Planner
710 Mullan Ave
Coeur D'Alene ID 83814

Dear Mr. Behary:

The purpose of this letter is to provide written documentation of North Kootenai Water District's intention to provide water service to Dodge property proposed development. For locational reference, the property is east of Highway 95 and west of Government Way, south of Aqua Circle and north of Wilbur Avenue.

Prior to issuing a will serve letter, the District Engineer has been directed to conduct a project feasibility study.

It will be required the property is annexed into the District.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jessie Camburn', written over a light blue circular stamp.

Jessie Camburn
District Manager

City Council Meeting



March 16, 2021

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

APPLICANT:

Dodge Heritage LLC
PO Box 1254
Coeur d'Alene, ID 83816

ENGINEER:

Lake City Engineering
126 E Poplar Avenue
Coeur d'Alene, ID 83814

REQUEST:

Annexation of 21.6 acres in conjunction with zoning approval from County Agricultural, Light Industrial, and Commercial Zones to City R-17 Residential and C-17 Commercial zoning districts.

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

LOCATION:

Located immediately northeast of the intersection of US Highway 95 and Wilbur Avenue

LEGAL NOTICE:

Published in the CDA Press on February 27, 2021.

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Location Map



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Aerial Photo



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Birdseye Photo



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Birdseye Photo

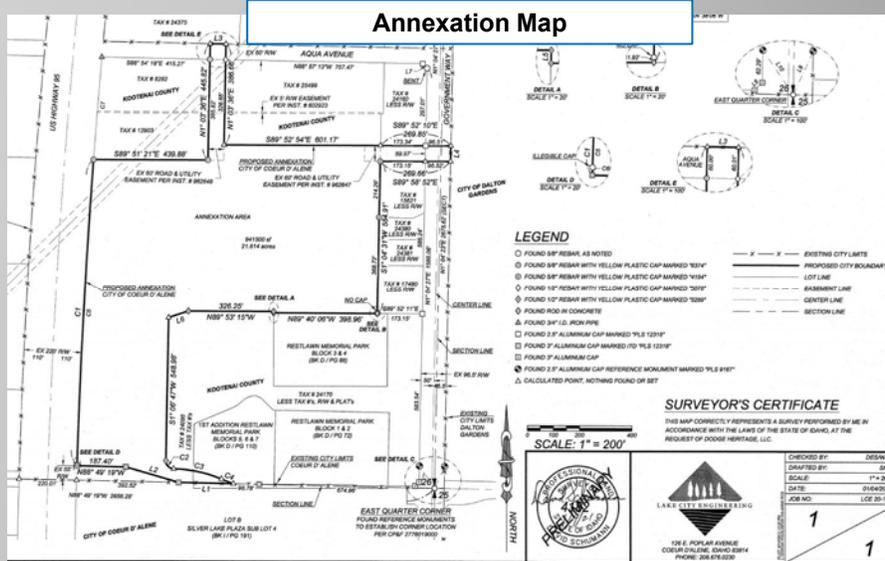


A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

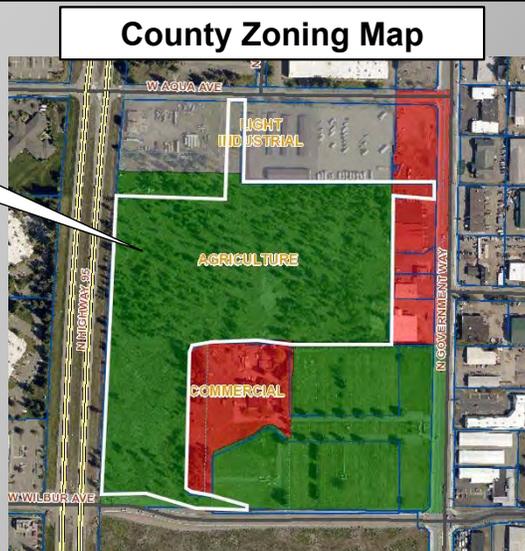
Area of City Impact (ACI)



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Proposed Zoning



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Finding #B8:

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

Finding #B9:

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

Finding #B10:

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

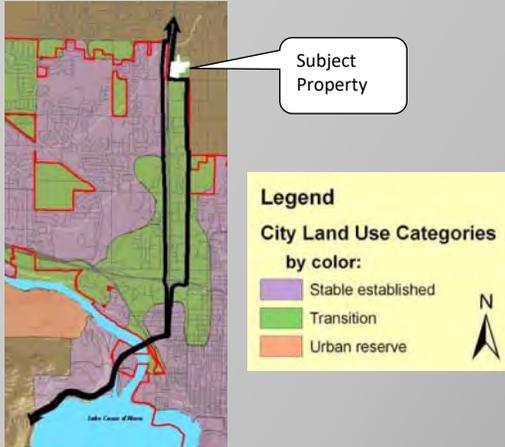
Finding #B11:

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

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Finding #B8:

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



**2007 Comprehensive Plan:
US 95 Corridor**

Transition Areas:

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

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

COMPREHENSIVE PLAN OBJECTIVES:

Objective 1.12 Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 Efficiency:

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

Objective 3.05 Neighborhoods:

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

A-1-21 Annexation northeast of the intersection
of Highway 95 and Wilbur Avenue +/- 21.6 acres

Finding #B9:

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

- City staff from Engineering, Streets, Fire, Parks, and Wastewater departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are public facilities and public utilities available and adequate for the proposed annexation with zoning to C-17 and R-17.
- Water service for the subject site is to be served by the North Kootenai Water and Sewer District.

A-1-21 Annexation northeast of the intersection
of Highway 95 and Wilbur Avenue +/- 21.6 acres

Finding #B10:

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

- The site is relatively flat. There is approximately a twenty foot elevation drop on the subject property.
- There are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request.

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

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Topographic Map



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Site Photo - 1



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Site Photo - 2



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Site Photo - 3



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Site Photo - 4



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Site Photo - 5



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Finding #B11:

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

- The proposed annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation alone. Without knowing more specifics about the proposed development, traffic generation can't be accurately estimated, but based the request for zoning of R-17 for residential and C-17 for the commercial portion, the increase in traffic is expected to be easily accommodated on Wilbur Ave and Government Way.

-Submitted by Chris Bosley, City Engineer

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Proposed C-17 Zoning District:

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

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

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Proposed R-17 Zoning District:

The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Land Use Map



A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

Recommended Items to include in the Annexation Agreement:

1. The applicant obtains a will serve letter for water service from the North Kootenai Water and Sewer District.
2. This project will require the extension of public sewer "To and Through" this annexation as proposed.
3. A sewer easement will be required to reach the subject property.
4. Sewer Policy #719 requires a 20'-wide utility easement centered over all public the sewer mains (30' if shared with Public Water) or RAIV dedicated to the City.
5. Sewer Policy #716 requires only one appropriately sized service lateral will be allowed to serve each legally recognized parcel (lot). "One Lot...One Lateral". Installation of "extra" sewer service laterals for future use on any singular parcel is prohibited.

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

DECISION POINT: Annexation

The annexation of +/- 21.6 acres in conjunction with zoning approval from County Agricultural, Light Industrial, and Commercial Zones to City R-17 Residential and C-17 Commercial zoning districts.

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

ACTION ALTERNATIVES:

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

- Approve
- Deny
- Deny without prejudice.

A-1-21 Annexation northeast of the intersection of Highway 95 and Wilbur Avenue +/- 21.6 acres

