

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room at 6:00 P.M.
AGENDA

VISION STATEMENT

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

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

March 18, 2025

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Raydeane Owens: Heart of the City Church

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. Proclamation – Purple Day for Epilepsy Awareness - March 26, 2025

Accepted by: Mickaela Wilson and Steven Jones, Fire EMS Officer

2. Mid-Year Financial Update –

Presented by: Katie Ebner, Finance Director

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

G. ANNOUNCEMENTS:

1. City Council

2. Mayor – Appointments of Kevin Jester and Denise Lundy to the Design Review Commission, and J.D. Reeves to the Urban Forestry Committee.

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

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

1. Approval of Council Minutes for the March 4, 2025 Council Meeting.
2. Approval of the March 10, 2025 General Services/Public Works Committee Minutes.
3. Setting of the March 24, 2025 General Services/Public Works Committee Meeting.
4. Setting of a public hearing for **April 15, 2025** – ZC-2-25; a zone change from R-17 to C-17, R-3 to C-17L, and C-17 to R-3, and amendments to the Annexation and Development Agreement on property North of I-90 and Woodside Ave., South of West Hanley Ave, East of Huetter Rd., and West of Atlas Rd., commonly known as “Coeur Terre.”
5. Approval of Outdoor Eating Facility Permit for Chalice Brewing, 413 E. Sherman Avenue

As Recommended by the City Clerk

6. Approval of Bills as Submitted.
7. Approval of Financial Report.
8. Approval of a Final Plat – SS-25-01c, Duffield Place

As Recommended by the City Engineer

9. Approval of **Resolution No. 25-012** -
 - a. Purchase of Electronic Citation Software for Law Enforcement from Saltus Tech in the amount of \$69,324 with an annual fee of \$15,163

Pursuant to the Purchasing Policy approved by Resolution 17-061

 - b. Approval of an Agreement with Motorola for Drug Enforcement Agency (DEA) Application Programming Interface (API) Access to Automated License Plate Reader (ALPR) Data
 - c. Approval of Master Joint Powers Agreement for the provision of Emergency and Non-Emergency Medical Services in Kootenai County, Idaho
 - d. Approval of an Advance Notification Policy
 - e. Declaration of various pieces of used equipment and items as surplus and authorization for the surplus items to be sold by the Streets and Engineering Department

As Recommended by the General Services/Public Works Committee

I. OTHER BUSINESS:

1. **Re-adoption of Ordinance 3745a** – A-2-24 JBR Landholdings, LLC - 3415 N. 15th St

Pursuant to Council action: December 17, 2024

2. **Council Bill No. 25-1006** – Approval of a Franchise Agreement with Kootenai Electric Cooperative, Inc., for a term of 35 years, providing for a 5% annual fee.

Staff Report by: Randy Adams, City Attorney

J. PUBLIC HEARING:

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

1. (Quasi-judicial) ZC-1-25 – a zone change from C-17PUD to C-17L on a parcel measuring 0.213 acres, located at 213 E. Harrison Avenue.

Staff Report: Sean Holm, Senior Planner

- a. **Council Bill No. 25-1007** - Ordinance Approving a zone change from C-17PUD to C-17L on a parcel measuring 0.213 acres, located at 213 E. Harrison Avenue.

K. ADJOURNMENT

This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5, and on Facebook live through the City's Facebook page.

Coeur d'Alene CITY COUNCIL MEETING

March 18, 2025

MEMBERS OF THE CITY COUNCIL:

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

PRESENTATIONS

PROCLAMATION

WHEREAS, epilepsy is a common and serious neurological condition which affects the brain and nervous system and Purple Day for Epilepsy Awareness is celebrated annually on March 26th to increase the public's understanding of this brain disorder and to eliminate the fear and stigma surrounding it; and

WHEREAS, there are more than three million Americans and 65 million people worldwide with this condition, and the public is often unaware of the common events or circumstances that trigger seizures, including lack of sleep, stress, flickering lights, missed medication, essential oils, hormonal changes, illness, and more; and

WHEREAS, increasing public awareness about epilepsy, learning how to respond with proper first aid, and advocating for patients and families remains critical for improving the quality of lives for people with epilepsy; and

NOW, THEREFORE, I Woody McEvers, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim March 26th, 2025 as

"PURPLE DAY FOR EPILEPSY AWARENESS"

Throughout the City of Coeur d'Alene and encourage all citizens to increase their understanding of epilepsy, reduce the stigma, and support people with epilepsy and their families to improve their quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 18th day of March, 2025.



Woody McEvers
Woody McEvers, Mayor

ATTEST:

Renata McLeod
Renata McLeod, City Clerk



Mid-year Finance Update

March 18th, 2025



City of Coeur d'Alene Mid-year Finance Review

- ▶ General Fund Overview
 - ▶ Revenue Analysis
 - ▶ Expenditure Analysis
- ▶ Council Q&A



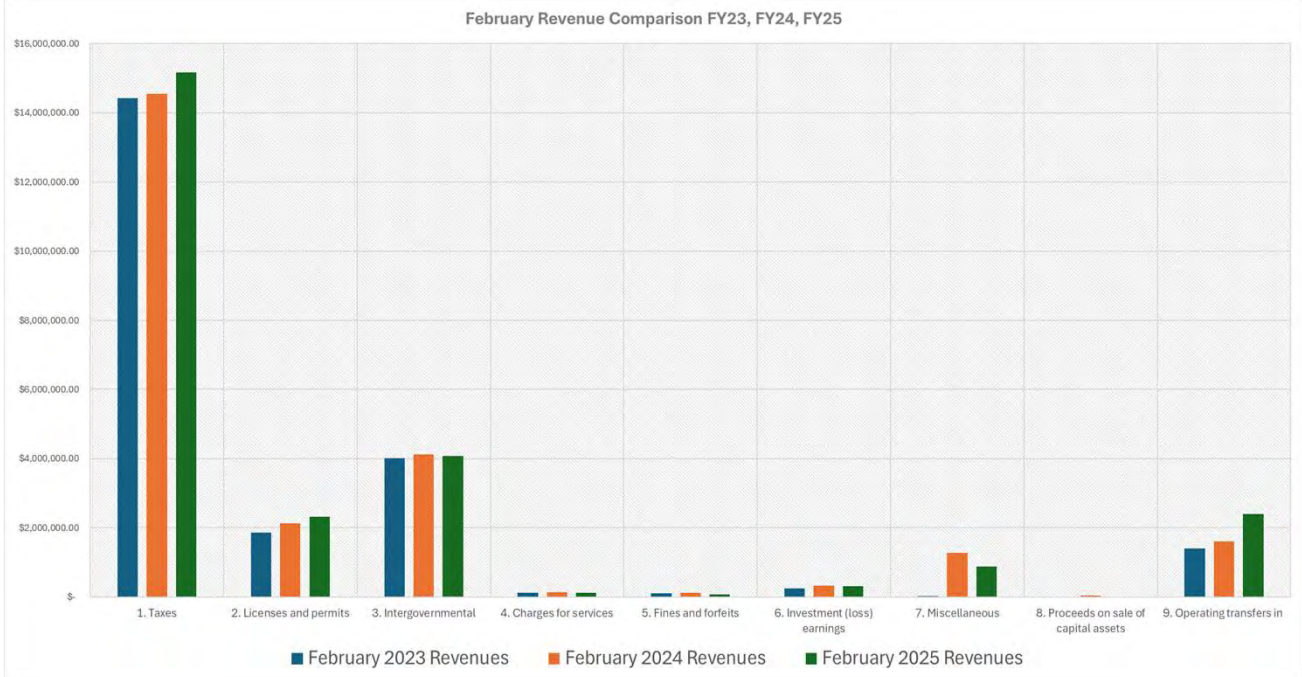
General Fund Overview

- ▶ **Revenue Analysis:** Revenues are on track in relation to prior year trends and budget.
- ▶ **Payroll Expenditures:** Current expenditures show some savings in the first 5 months from unfilled positions.

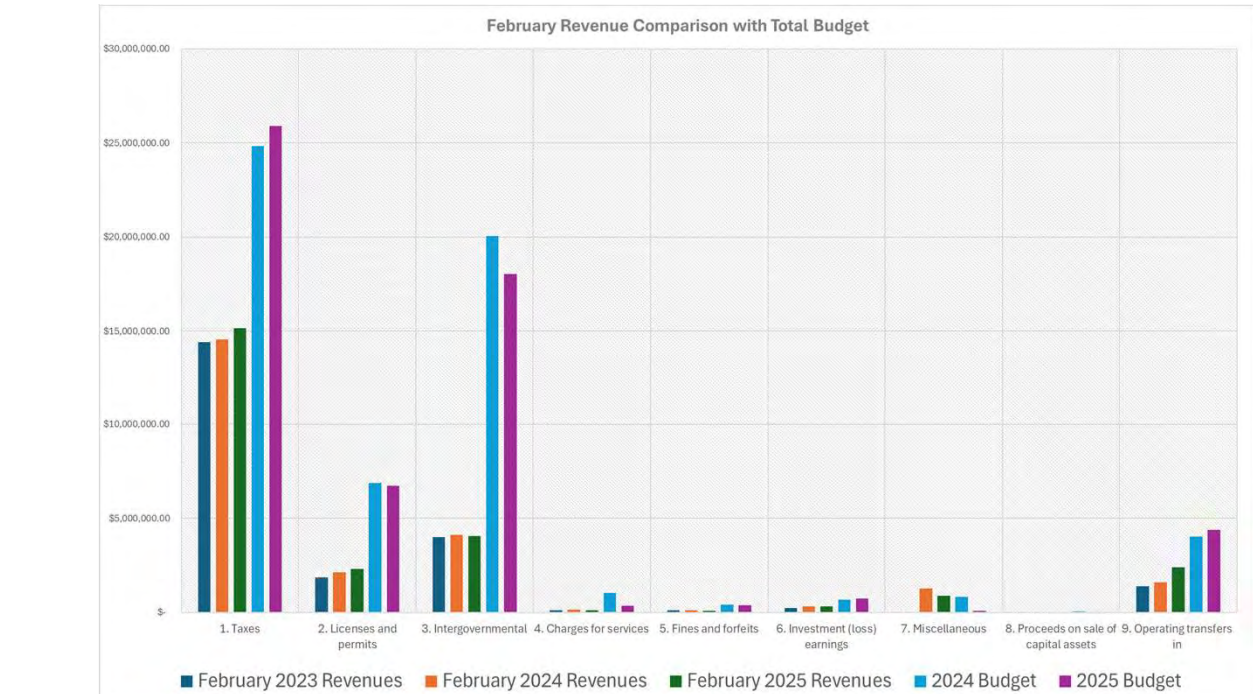


General Fund Revenue

General Fund Revenue Trends



General Fund Revenue Trends



General Fund Expenditures

Expenditure Analysis

- ▶ Challenges in Projection:
 - ▶ Timing of Purchases: Variability in purchasing schedules affects mid-year analysis.
 - ▶ One-Time Projects & Purchases: Large, infrequent expenses can distort expenditure trends.
- ▶ Personnel Expenditures: Generally predictable, allowing for more accurate forecasting.

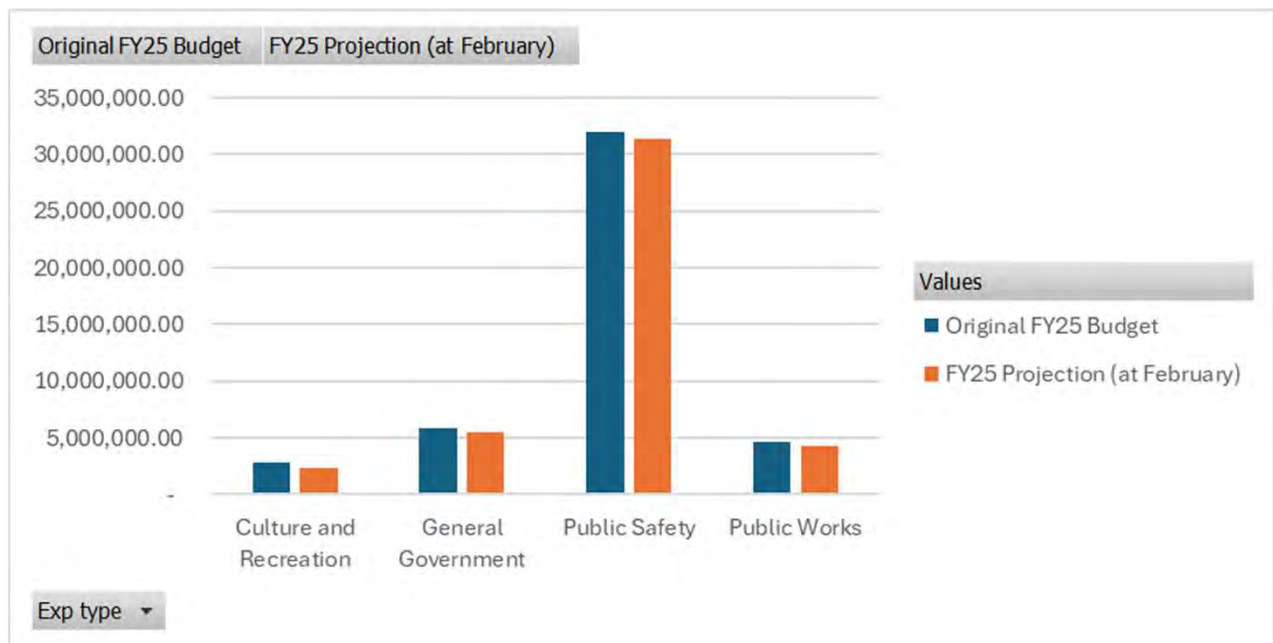


Expenditure Analysis

- ▶ Personnel expenditure analysis method:
 - ▶ Historical Modeling: Used payroll cost data from the past three years.
 - ▶ Proportional Analysis: Examined the first five months of prior years to determine the average proportion of costs at February month-end compared to final fiscal year costs.
 - ▶ Seasonality Consideration: This method accounts for historical trends and seasonal payroll variations.



General Fund Personnel Expenditure Projections



Summary

- ▶ **Estimated Savings:** The city has saved an estimated \$400,000 in the General Fund due to unfilled positions.
- ▶ **Potential Offset:** Unbudgeted leave payouts from resignations or retirements may decrease these savings.
- ▶ **Ongoing Monitoring:** Personnel costs will continue to be reviewed to adjust savings calculations.
- ▶ **One-Time Savings:** Savings from unfilled positions are temporary unless the unfilled FTE (full-time equivalency) is permanently removed from the budget.



Council Q&A



ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: MARCH 7, 2025

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for the March 18, 2025, Council Meeting:

KEVIN JESTER
DENISE LUNDY

DESIGN REVIEW COMMISSION (Appointment)
DESIGN REVIEW COMMISSION (Appointment)

A copy of their Professional Data Sheet is attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Hilary Patterson, Design Review Commission Liaison

MEMO TO COUNCIL

DATE: MARCH 11, 2024

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for March 18, 2025, Council meeting:

J.D. REEVES

URBAN FORESTRY COMMITTEE (Reappointment)

A copy of his Professional Data Sheets is attached, for your reference.

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Nick Goodwin, Urban Forestry Committee Liaison

CONSENT CALENDAR

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

March 4, 2025

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 on March 4, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

Christie Wood) Members of Council Present
Dan Gookin)
Kiki Miller)
Amy Evans)
Kenny Gabriel)

Dan English) Member of Council Absent
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CALL TO ORDER: Mayor McEvers called the meeting to order.

INVOCATION: Amanda Nicol of the Community United Methodist Church of Coeur d'Alene led the invocation.

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

SENIOR NUTRITION MONTH: Councilmember Gookin read the Proclamation declaring the month of March 2025 as Senior Nutrition Month. Sage Stoddard, Director of Area Agency on Aging of North Idaho (AAANI), accepted the Proclamation. In her presentation, she stated that AAANI is one of six Area Agencies in Idaho and part of a nationwide aging network created through the Older Americans Act with the focus to help people stay independent and contributing members of their community. Their mission is to work in partnership with older adults, families and the community to provide information and services that maximize independence and quality of life for seniors. They serve the citizens of Benewah, Bonner, Boundary, Kootenai, and Shoshone counties. Basic programs include home delivered meals; congregate meals; light housekeeping services for seniors; caregiver respite; adult protective services for suspected abuse, neglect, or exploitation of vulnerable adults; and long-term care Ombudsmen advocating for residents' rights in assisted living and skilled nursing facilities. This March, AAANI is celebrating the anniversary of the National Senior Nutrition Program. The main services under this program are home delivered meals and congregate meals. She stated that in FY2024, Lake City Center served 43,177 home delivered meals to 343 participants and 3,313 congregate meals. In the same year, AAANI helped fund 73,413 home delivered meals and 54,658 congregate meals with the 13 Senior Centers in the five Northern Counties.

Mayor McEvers asked about the congregate meals, and Ms. Stoddard explained that these meals are served at the 13 Senior Centers in North Idaho. Typically, they are lunch meals where seniors can eat together and socialize. Councilmember Wood inquired if the paused federal grants were affecting AAANI. Ms. Stoddard mentioned that they had a meeting in Boise last week and had not heard any news about the federal funding being paused at this time.

PUBLIC COMMENTS:

Russ McLain expressed his gratitude for AAANI's efforts in helping people remain at home and independent. Regarding the recent town hall incident, he praised Police Chief Lee White and the City staff for their exemplary conduct. He also mentioned a wonderfully written letter or article in the newspaper about the incident and shared his pride in the job they have done.

Gabe Eckert, Coeur d'Alene, stated that he is the President of the Coeur d'Alene Firefighters Local 710 and urged Council to support the \$16.4 million bond to replace aging emergency response equipment and upgrade Fire Station 2. He highlighted the increased call volume from 7,813 in 2014 to 10,589 last year, stressing the strain on their current fleet. He mentioned the retirement of their reserve ladder truck and mechanical issues with their frontline ladder, which left them unable to assist in emergencies. He emphasized the need to upgrade Station 2, the busiest station, and urged the Council to vote yes to ensure that the Fire Department can continue providing high-quality service to the community.

Joshua Hoston, Coeur d'Alene, highlighted the long-standing service to the community by the Fire Department, which has been ongoing for 136 years. He shared a news story published on February 20, 1939, emphasizing that the date may be historical; however, the critical nature of their work, particularly the importance of timely oxygen administration in emergencies hasn't changed. Mr. Hoston stressed the need for support to ensure the Fire Department can continue providing essential services. He urged the Council to support the bond to help them maintain and improve their operations.

Suzanne Knutson, Coeur d'Alene, shared that March is Developmental Disabilities Awareness Month, a time to raise awareness and celebrate the achievements of individuals with developmental disabilities. Established by Ronald Reagan in 1987, this year's theme emphasizes that community, accessibility, and opportunity should be recognized year-round. Developmental disabilities include intellectual disabilities, autism, and cerebral palsy. Ms. Knutson stressed the importance of full participation in education, employment, recreation, and civic engagement for individuals with developmental disabilities. She stated that there are several non-profit organizations in town that support these individuals. She encouraged Council to continue to seek their input and support for guidance regarding individuals with disabilities in Coeur d'Alene.

ANNOUNCEMENTS:

Councilmember Miller shared that the Housing Solutions Partnership (HSP) launched the Additional Dwelling Units (ADU) plan last week. The Coeur d'Alene Press and Krem 2 Boomtown project both featured great articles on it. HSP introduced four free to the public plans for small

houses that can be built in backyards, aiming to create more housing options for aging parents or young adults in an affordable way. She stated that more information can be found at the website www.housingni.org, with multiple cities hosting those websites, as well as the North Idaho Building Contractors Association website.

Councilmember Gookin reminded everyone about the Idaho Transportation Department's I-90/US-95 Interchange Improvement Project meeting being held tomorrow, March 5, at 4:00 p.m. at the Best Western Coeur d'Alene Inn. He encouraged community members to attend, especially if they have any concerns.

CONSENT CALENDAR:

1. Approval of Council Minutes for the February 18, 2025, Council Meeting.
2. Setting of the General Services/Public Works Committee Meeting at Noon on March 10, 2025.
3. Approval of Bills as Submitted.
4. Approval of a transfer of a cemetery lot, from Laurretta McDaniel to Hershel Bartlett, Jr.; Section OP, Block 2, Lot 11, Forest Cemetery (\$40.00)

MOTION: Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented.

ROLL CALL: Gabriel Aye; Gookin Aye; Wood Aye; Evans Aye; Miller Aye. **Motion carried**

WASTEWATER OUTFALL INVESTIGATION AND CONDITIONAL ASSESSMENT PROJECT

STAFF REPORT: Capital Programs Manager Mike Becker noted that his staff report is for informational purposes regarding the evaluation and conditional assessment of the wastewater outfall. He explained that the outfall is that after treating wastewater from the plant, the clean water is discharged into the Spokane River through a 30-inch diameter pipe with ten diffusers, constructed in 1985. Originally, the outfall was designed to have a discharge capacity of 11.9 to 15.7 million gallons a day, assuming that all ten diffusers are operational. Over time, corrosion and sedimentation have affected the outfall's functionality, with some diffusers completely buried and not operational, and one diffuser missing. Mr. Becker explained that sedimentation is a natural process that occurs within the river, suspended sediments and dirt logs settle to the bottom of the river. In 2022, HDR Engineers, Inc. was hired to conduct a more thorough investigation, and it was realized that more information is needed on what is happening inside the pipe and how much sediment is actually deposited on the riverbed. Last month, the Wastewater Department sent out a Request for Proposals (RFP) for professional diving firms to do the rest of the investigation. They received only one proposal from a firm in Spokane. The next step is to negotiate a contract with this diving firm to complete the necessary tasks, estimated to cost between \$53,030 and \$75,530, with additional tasks potentially bringing the total to under \$100,000. This project is budgeted, and no immediate action is needed from the Council. Mr. Becker stated that he will present the contract at the next Council meeting under the Consent Calendar if possible.

DISCUSSION: Councilmember Gookin asked if a hydraulic engineer had evaluated future sedimentation and the impact of running jets underwater. Mr. Becker explained that HDR Engineers, Inc., was initially hired for this evaluation, but more information was needed, leading to the decision to hire a diving firm for further underwater investigation. Councilmember Gookin then inquired if the firm could also develop a future maintenance schedule to prevent similar issues. Mr. Becker noted that sedimentation occurs during slack water periods when the river's flow slows down and added that the diving firm and engineer would need to discuss compliance with the Army Corps. Councilmember Gabriel asked about the need for permits for any repair work and whether it would be difficult to obtain. Mr. Becker explained that currently, no permits are required for the investigation process. For maintenance projects, no permits are needed from the Idaho Department of Environmental Quality (IDEQ). However, extensive dredging out of the river would require permits and involve the Army Corps, as it could be considered hazardous material. The investigative process will help determine what actions can be taken. Mayor McEvers asked if the 40-year-old outfall system is now considered outdated and if other cities like Post Falls and Spokane use similar systems. Mr. Becker explained that the current outfall, constructed in 1985, replaced an even older system from 1906. All dischargers to the Spokane River use similar methods to ensure uniform distribution of treated water. Mayor McEvers expressed pride in the city's proactive approach to wastewater treatment, noting that the treated water is cleaner than the river water. Mr. Becker highlighted the City's excellent job in staying ahead of treatment criteria and maintaining clean wastewater.

COUNCIL BILL 25-1005

AN ORDINANCE CALLING A GENERAL OBLIGATION BOND ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF COEUR D'ALENE, IDAHO, A PROPOSITION FOR THE ISSUANCE OF NEGOTIABLE GENERAL OBLIGATION BONDS OF THE CITY OF COEUR D'ALENE, IDAHO, AND IN PROVIDING FOR THE ISSUANCE OF SUCH BONDS, THE LEVY OF A TAX TO PAY SUCH BONDS.

STAFF REPORT: Fire Chief Tom Greif requested Council to approve an Ordinance calling an election for May 20, 2025, for a Fire Department General Obligation Bond for \$16,400,000.00. He noted that this is the Fire Department's third public safety bond, following those in 2005 for \$7 million and 2015 for \$6 million. Last July, the Fire Department sought Council's support to hire a municipal advisory firm, resulting in the selection of Zions Public Finance and Portman Square Group. A community-based survey was conducted by Portman Square Group, which yielded favorable results. Chief Greif stated that since the last Council meeting, he and Michael Keith of Zions Public Finance have been working with bond counsels, Danielle Quade and Brandon Helgeson of Hawley Troxell, to draft the ordinance and language for the ballot. Chief Greif explained that their goal was to make sure that the language in the ballot would be flexible enough to allow them to do all the projects specifically for the facilities included in the bond. The bond is divided into two major areas: fire apparatus fleet replacement in the amount of \$10,036,161.00 and facility upgrades in the amount of \$6,300,000.00. Chief Greif emphasized that their priorities with these projects are always to be good stewards of tax dollars and plan for future needs. He added that the challenge that they have is going out to bond on an estimate of the projects and so they don't need to come back for more funds; however, he believes that the estimates from

contractors and architects are accurate. Chief Greif highlighted the significant cost increases since the last bond. For example, the cost of a pumper engine has more than doubled from \$585,000 in 2015 to \$1,240,000 now. Similarly, a ladder truck that cost \$1.4 million in 2015 now costs over \$2 million. Construction costs have also risen significantly, with Station 4 built in 2017 for \$1.5 million, equating to less than \$200 per square foot, whereas current facility upgrades are estimated at nearly \$400 per square foot. Chief Greif stated that the bond aims to replace various apparatus in the fleet and noted that ordering new engines today would take 36 to 48 months to build.

Captain Jeff Fletcher, the longest-serving firefighter at Station 2, discussed the station's history and current needs. Built in 1992 as a two-man house, Station 2 has become the busiest station due to the city's growth. Despite previous bonds funding some remodeling and the addition of Station 4, Station 2's call volume has still increased by over 16% in the last decade. The station now needs to accommodate 6 to 8 personnel, including the Battalion Chief, but lacks adequate space, gender-specific dormitories, restrooms, and proper office facilities. Additionally, Station 2 serves as the rescue dog station and hosts new hire academies and cadet activities. New standards for decontamination and apparatus bays require further upgrades. Captain Fletcher explained that the proposed bond includes a 15% contingency with a \$400.00 square foot cost would cover these needs without requesting additional funds. Other stations also require improvements, such as housing specialized rescue units at Station 3 and enhancing PPE storage and decontamination spaces at Station 1. A specialty training prop will also be added to their campus to replace current outdated and weather roof prop for roof scenarios.

Chief Greif stated that Captain Fletcher will lead the community education efforts for the bond, focusing on educating rather than advocating. He explained the bond's impact on property taxes where a house in the city valued at approximately \$550,000, minus the homeowner's exemption of \$120,000, results in a taxable value of around \$425,000. Currently, this property pays about \$31 annually or \$2.60 per month on the 2015 bond, which will sunset in August. With the new \$16.4 million bond, the same property would pay an estimated \$69 annually or \$5.75 per month, roughly doubling the current amount. Chief Greif stated that this increase reflects the doubled costs of apparatus and construction.

DISCUSSION: Councilmember Gabriel thanked the firefighter staff, acknowledging the extensive work involved. He highlighted that Captain Fletcher, who has an MBA from the University of Idaho sponsored by the city, provided the roadmap for 2015 and is highly knowledgeable in this area. Councilmember Gabriel noted that Station 2, built quickly and cheaply in 1992 after the old station was condemned due to methane gas, has been in use for a long time. He recalled that the remodel didn't allow for much expansion due to space and budget constraints, emphasizing the importance of building for the future as these buildings are long-term assets. He expressed strong support for the bond and commended everyone for their excellent work, adding that he would prefer a complete rebuild. Councilmember Gookin agreed with Councilmember Gabriel and mentioned that he had a discussion with Chief Greif and Mr. Hoston about moving forward to build a new station, especially considering what Mr. Eckert mentioned earlier about the potential of new firefighters in the future. He stated the need to plan properly and do it right. Councilmember Wood asked Captain Fletcher to share a scenario on how they utilize the space at Station 2 with 5-6 people. Captain Fletcher stated that they utilize every single square inch of the station, and made it work; however, there are sacrifices in accommodations, like not having an

office. He added that firefighters share a small office doing reports and while the addition of the new dorms, a classroom, and another bathroom has helped, the station is still not functional for future needs. They can barely get in and out of the bay, and it's not suitable for long-term use. Councilmember Wood asked how Captain Fletcher manages private conversations with employees without an office. Captain Fletcher responded that they conduct these conversations in his dorm room. Councilmember Wood asked Chief Greif about the future of apparatus replacements, noting that while some vehicles won't last another 10 years, others have relatively low mileage. Chief Greif confirmed that staff vehicles with remaining value or life could be made available to other city departments or surplus to smaller rural agencies. He explained that older vehicles, like the 2006 rescue truck with low mileage, pose challenges in repairs and parts availability. Despite its low mileage, the truck needs replacement due to increased use and cross-staffing.

Councilmember Miller inquired about the impact of the \$6.3 million budget request on the current bond for building a new station 2 facility. Chief Greif explained that the challenge lies in estimating needs, with the current station at 5,600 square feet and plans to model a new one at around 9,500 square feet. This would provide room to grow and accommodate additional personnel, emphasizing the need for private spaces. The estimate includes a high watermark to account for potential bid fluctuations, tariffs, and material supply issues. Councilmember Miller asked if the priority would be to build the new Station 2 and use the remaining funds for other remodels. Chief Greif agreed, noting the \$400 per square foot estimate with a 15% contingency. Mayor McEvers asked how much a day it would cost for a property owner with \$425,000 house with Chief Greif responding that for the new bond, it would be \$5.75 a month. Councilmember Gabriel inquired if they would be ready to proceed with everything immediately if the project goes ahead in May. Chief Greif mentioned that they did not have a finalized design for the construction, but they are ready to move forward with the apparatus.

MOTION: Motion by Evans, seconded by Gookin, to dispense with the rule and read **Council Bill No. 25-1005** once by title only.

ROLL CALL: Wood Aye; Evans Aye; Miller Aye; Gabriel Aye; Gookin Aye. **Motion carried.**

MOTION: Motion by Evans, seconded by Gabriel, to adopt **Council Bill No. 25-1005**.

DISCUSSION: Councilmember Miller expressed her hope that the priority remains with the facilities remodel budget as discussed in the meeting. Councilmember Gookin added that although Councilmember English is absent, he asked that it was noted he would have voted yes if he were present.

ROLL CALL: Wood Aye; Evans Aye; Miller Aye; Gabriel Aye; Gookin Aye. **Motion carried.**

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

The meeting adjourned at 7:10 p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

March 10, 2025
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 Kenny Gabriel

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, City Attorney
Troy Tymesen, City Administrator
Chief Tom Greif, Fire Department
Chief Lee White, Police Department
Steven Jones, EMS Officer, Fire Department
Todd Feusier, Streets and Engineering Director
Justin Kimberling, Streets and Engineering Asst Director

Item 1. Approval of Third-Party Agreement with Motorola for DEA API Access to ALPR data.
(Consent)

Chief Lee White, Police Department, requests Council approval of a Third-Party Agreement with Motorola for DEA API access to ALPR (Automated License Plate Reader) data. Chief White explained that the Police Department currently uses ALPR technology to enhance public safety. The El Paso Intelligence Center (EPIC), operated by the DEA, has requested access to this data to support drug enforcement efforts. EPIC, a multi-agency intelligence center, provides tactical and strategic intelligence to law enforcement agencies. The Police Department previously entered an MOU with the DEA in February 2023 to share ALPR data via the DEASIL system. Since then, the DEA has developed a more efficient API-based data-sharing model with Motorola, requiring agency approval. There are no costs associated with this project. Approving the agreement will enhance interagency collaboration, improve operational efficiency, and strengthen public safety while ensuring data is used strictly for law enforcement purposes.

Councilmember Wood stated that numerous discussions have taken place on this topic. She, Councilman Gookin, and Chief White have met with concerned citizens regarding the camera systems used by the City and Police Department. They have listened to concerns and engaged in meaningful dialogue. She emphasized that the issue comes down to knowledge, comfort with the system, and individual perspectives. She noted that cameras have been used for decades, recognizing their value both in their use and in sharing information with the DEA.

MOTION: by Wood, seconded by Gabriel, to recommend that Council approve an agreement with Motorola for Drug Enforcement Agency (DEA) Application Programming Interface (API) Access to Automated License Plate Reader (ALPR) data. Motion Carried.

Item 2. Approval of Mater Joint Powers Agreement for the provision of Emergency and Non-Emergency Medical Services in Kootenai County, Idaho.
(Consent)

Steven Jones, EMS Officer, Fire Department, requests the Council approve a proposed agreement between Kootenai County Emergency Medical Services System and the City of Coeur d'Alene. Mr. Jones explained that since March 28, 2023, the City has been a party to the Master Joint Powers Agreement (JPA) with the Kootenai

County Emergency Medical Services System to provide both emergency and non-emergency medical services within Kootenai County. He stated that this will be a four-year agreement, incorporating minor language refinements from the previous version. One notable addition is a requirement for the City to notify the EMS system whenever an extra ambulance is deployed, allowing them to track additional units placed into service.

Council Member Kenny Gabriel inquired about funding for a third ambulance. Chief Greif of the Fire Department explained that the challenge with the Medic-34 unit, which was put into service a year and a half ago, is evaluating new revenue trends. He noted that revenue has remained fairly consistent with last year, and currently, the ambulance is only about half-funded. They are exploring potential GEMT funding expected at the end of the year, which could range from \$1,000 to \$2,000. Additionally, they are considering a levy override in the fall.

MOTION: by Gabriel, seconded by Wood, to recommend that Council approve a Master Joint Powers Agreement with Kootenai County Emergency Medical Services System for the provision of emergency and non-emergency medical services. Motion Carried.

Item 3. Approval of Advanced Notification Policy.
(Consent)

Todd Feusier, Streets & Engineering Director, requests Council approval of the Advanced Notification Policy. In his staff report, Mr. Feusier explained that the Streets & Engineering Department issues encroachment permits annually for construction work within City rights-of-way, often impacting traffic. The proposed policy establishes requirements for contractors to provide timely public notice of upcoming lane or street closures, helping to minimize travel delays. Since the department already provides advance notification for public works projects, this policy will not create additional costs for the City. Approval of the policy will help reduce traffic congestion and community frustration by ensuring the public receives adequate notice, allowing them to plan for delays or adjust their travel routes accordingly.

MOTION: by Wood, seconded by Gabriel, to recommend that Council approve the Advanced Notification Policy. Motion Carried.

Item 4. Approval to declare various pieces of used equipment and items as surplus and authorization for the surplus items to be sold.
(Consent)

Justin Kimberling, Assistant Streets & Engineering Director, requests Council approval to declare various used equipment and items as surplus and authorize their sale at auction. In his staff report, Mr. Kimberling explained that these vehicles and equipment have reached the end of their useful life for the City and are now presented for surplus declaration and auction:

1. ST229 – 2004 International Dump Truck (VIN# 1HTWYAHR64J020459)
2. ST218 – 2007 Ford F-150 (VIN# 1FTRF14W17KC10019)
3. Miscellaneous Tires – No longer fit City vehicles
4. Two Shop-Constructed Barricade Trailers – No VIN# or titles
5. ST238 – 1997 Case Backhoe (VIN# JJG0233934) – Not titled

6. ST271 – 2015 Tymco 600 Air Sweeper (VIN# 1HTMMAAN4FH621163)
7. DRNG1064 – 2004 Ford E450 TV Truck (VIN# 1FDXE45P14HA86712)

Mr. Kimberling said the items were offered to other City Departments, but none claimed them, confirming they hold no further value to the City. The auction house retains a percentage of the final bid for its services, and the City incurs only minimal costs to transport the items to the auction house in Post Falls.

MOTION: by Gabriel, seconded by Wood, to recommend that Council declare various used equipment and items as surplus, and authorize the surplus items to be sold. Motion Carried.

Recording of the meeting can be found at:

<https://www.youtube.com/live/5wTA6tabSIQ?si=XCiZldFNNW1L8tXu>

The meeting adjourned at 12:20 p.m.

Respectfully submitted,

Juanita Knight

Senior Legal Assistant

Recording Secretary

DATE: MARCH 18, 2025

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: APRIL 15, 2025

Mayor McEvers,

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

APRIL 15, 2025:

ITEM NUMBER: ZC-2-25

REQUEST LREV 28, LREV 31, & LREV 33 LLCs, d/b/a Kootenai County Land Company, LLC, is requesting three zone changes from R-17 to C-17, R-3 to C17L, and C-17 to R-3 and the amendments to the Annexation and Development Agreement for place type flexibility and to adjust sewer infrastructure timing.

LOCATION: Property North of Interstate 90 and Woodside Avenue, South of West Hanley Avenue, East of Huetter Road, and West of Atlas Road, commonly known as “Coeur Terre.”

COMMISSION ACTION: On March 11, 2025, the Planning and Zoning Commission voted 5-0 to recommend that the City Council approve the requested zone changes: the R-17 to C-17, R-3 to C17L, and C-17 to R-3. The Commission further voted 5-0 to recommend that Council approve amendments to the Annexation and Development Agreement Amendments for place type flexibility and to adjust sewer infrastructure timing, with a recommendation that the Amended Annexation and Development Agreement include language that the short plat process of Municipal Code Chapter 16.30 is not appropriate for the Coeur Terre Development. Following the hearing, the applicant approached staff and indicated that, although it initially consented to the prohibition, it was concerned that short plats might be necessary and beneficial in some instances. The applicant requested that the short plat process not be prohibited, but would consent to requiring a public hearing process for any short plat. Under the Code, a public hearing is not required for a short plat. Staff believes that this request is appropriate and recommends that Council adopt the Commission’s recommendation with this modification. The amendments to the Annexation and Development Agreement that come before Council in April will include the recommendation for your consideration.



City of Coeur d'Alene
Municipal Services
Department

City Hall, 710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
(208)769-2229
ksetters@cdaid.org

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid March 17 – October 31 Annually

New applications or renewals with changes will be submitted to City Clerk for approval.

Payments are due with the application.

Please mark the appropriate seating location below:

☐ Seating on Private Property

☒ Seating on Public Right of Way

***Encroachment Permit and additional insurance required**

Name of Eating Establishment: Chalice Brewing
Applicant's Name: Brian Engdahl Phone Number: (208) 640-0650
Contact Person: Brian Engdahl Phone Number: (208) 640-0650
Cell Phone: (208) 640-0650 Email: brian@chalicebrewing.com
Mailing Address: 4639 E Alpine Dr City/State/Zip: Post Falls ID 83854
Physical Address: 413 E Sherman Ave City/State/Zip: Coeur d'Alene ID 83814

Completed Application ☒ New ☐ Renewal
Change in ownership or type of use? ☒ No ☐ Yes
Do you hold a current State of Idaho Kootenai County and City of CDA alcohol license? ☐ No ☒ Yes
If yes, on your State of Idaho alcohol license do you have a restaurant designation? ☒ No ☐ Yes
Is anyone under the age of 21 allowed in the area inside your establishment where alcohol is served? ☐ No ☒ Yes

What hours/days is the full menu available? Start 12:00 pm End 8:00 pm Days Wednesday - Sunday

Please supply a proposed site/seating plan, which is subject to approval and includes the following:

- ☒ Show table sizes and chair placement, distance from building (side street 24" tables maximum).
- ☒ Show distance to any tree, grate, bench, light post, bicycle rack, news rack, etc.
- ☒ What is width of sidewalk from property line to curb?
- ☒ Please show location of refuse receptacle and disposal of cigarette remains.
- ☒ If within the City sidewalk or City property, provide a Certificate of Liability Insurance naming the City as additional insured (\$500,000.00).
- ☒ If within the City sidewalk or City property, complete a signed encroachment application.

FEES

Number of Seats x \$65.12 per seat (Sewer Cap Fee) 8
*Fee required if not previously included in your original sewer rate seat count.

= \$ Paid Full Cap
Fee of 351.00 per
Seat

If located on a sidewalk or City property, the encroachment fee is \$131.25.

+ \$ 131.25

TOTAL DUE

\$ _____

If this is new or a renewal of permit with any changes to site plan or ownership, submit documentation. Please include the following, if within City sidewalk or City-owned property:

☒ If serving alcohol, submit a site plan indicating proposed location of posts, type of barrier between posts, measurements from posts, and barriers to any obstacles including curbs, trees, grates, benches, etc.

☐ Mark sidewalk for placement of posts and have the City team inspect and approve markings prior to installation

☐ Have sidewalk cored and posts installed with caps for winter, at owner's expense, after obtaining City Council approval (*see attached policy*)

☐ Signs installed at exits\

☒ Umbrellas must be included on the site plan. NOTE: They must be taller than 8 feet and not hang over the stanchions and into the right of way.

I have read the outdoor eating policy, and agree to abide by the regulations of the City. Further, I understand that no alcohol may be served at outdoor eating tables placed on City property after 10 p.m.

B. D. [Signature]
Applicant Signature

2-27-2025
Date

Internal Use Only

Reviewed and approved on: _____

By: _____

Issued By: _____

Date: _____

Conditions: _____

Denied due to: _____

Date: _____

CITY OF COEUR D'ALENE
710 E. Mullan Avenue
Coeur d'Alene, ID 83814-3958
(208) 769-2229

HOLD HARMLESS AGREEMENT

I (WE) (APPLICANT) Brian Engdahl

IN CONSIDERATION FOR AN OUTDOOR EATING PERMIT LOCATED AT

(ADDRESS) 413 E Sherman Ave Coeur d'Alene ID 83814

HEREBY AGREES TO SAVE AND HOLD THE CITY OF COEUR D'ALENE HARMLESS FROM ALL CLAIMS FOR PROPERTY DAMAGE, BODILY OR PERSONAL INJURY, DEATH, OR OTHER LOSS OR DAMAGE RESULTING FROM THE ACTIONS OR OMISSIONS OF

APPLICANT: Chalice Brewing Company LLC, Brian Engdahl

DOING BUSINESS AS: Chalice Brewing

HIS/HER AGENTS, EMPLOYEES, OR ASSIGNS, IN THE OPERATION, MAINTENANCE, OR PERFORMANCE OF THIS OUTDOOR EATING PERMIT ON CITY PROPERTY OR PUBLIC RIGHT-OF-WAY IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

Chalice Brewing Company LLC
NAME OF BUSINESS

Brian Engdahl 2-27-2025
SIGNATURE DATE

Managing Member
TITLE



CITY OF COEUR D'ALENE

Encroachment Permit

Permit Number: 148719-EN1

PAID: CK. # 131.25

Date Issued: 03/11/2025 Expiration Date: 11/01/2025

Job Address: 413 E SHERMAN AVE
Project: OUTDOOR SEATING
Owner: BRIAN ENGDAHL
413 E SHERMAN AVE CDA, ID 83814

Contractor:

Use of building: Commercial

Obstructions: ☐ Street ☐ Alley ☒ Outdoor Eating ☐ A-Frame Signs

Type of Permit: ☐ Misc Work ☐ Sewer Connection ☐ Street Cut ☐ Approach ☐ Curb ☐ Sidewalk ☐ Utility Co

Fees

Misc Work: Sewer Connection: Street Cut: Sidewalk/App/Curb: Security Fee:
A-Frame Signs: Street: Alley: Outdoor Eating: \$ 131.25 No Cut Fee:

Additional Fees	Qty	Sqft	Price	Total
TOTAL: \$131.25				

PERMIT IS TO ALLOW ONLY FOR THE WORK IDENTIFIED ON THIS PERMIT. ALL WORK MUST MEET CITY STANDARDS AND CONFORM TO CITY CODES. CALL FOR INSPECTION BEFORE PLACING CONCRETE, OR ASPHALT PAVING.

NOTIFICATION REQUIREMENTS: BEFORE PROCEEDING WITH ANY UNDERGROUND EXCAVATION, YOU ARE REQUIRED BY STATE LAW TO PROVIDE 48 HOURS NOTICE TO ALL AGENCIES WHICH OWN OR OPERATE UNDERGROUND UTILITIES (I.C. §55-2203). THE ONE-CALL LOCATOR SERVICE FOR KOOTENAI COUNTY CAN BE CONTACTED AT 1-800-428-4950.

FOR STREET OR ALLEY CLOSURES, YOU MUST NOTIFY THE ADJACENT RESIDENCES/BUSINESSES AND THE FOLLOWING AGENCIES:

Emergency Services (208) 446-1300 • School Transportation (208) 667-3451 • Fire Department (208) 769-2245

INSPECTION REQUIREMENTS: Please call the Engineering Department at (208) 769-2285 48 hours in advance to schedule inspections. For A-Frame or Outdoor Eating call 208 769-2229.

Special Conditions / Comments:

MAINTENANCE OF WORK AREA: All equipment, materials, excavated soil, and any other items related to the work or encroachment shall be confined within the work or encroachment area. At the end of each day, the trench shall be backfilled and the work area shall be cleaned of all debris, materials, equipment, etc. except traffic control devices. After completion of the work, the work area must be maintained in a clean and safe condition until the permanent patch is placed.

TRAFFIC CONTROL DEVICES: Traffic control devices shall be placed around the work area in accordance with the MUTCD manual on Uniform Traffic Control Devices, Section II. A traffic control plan shall be submitted with the encroachment permit and reviewed by the Engineering Department. Traffic control devices shall be maintained in their appropriate location and in good working order until all work is completed. The contractor shall provide the City with a contact person responsible for maintaining the traffic control devices. Outdoor eating areas with alcohol must meet approved site standards and barriers.

HOLD HARMLESS: Applicant / permittee hereby covenants to protect the City and save the City harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation, or property by reason of the performance of any work or encroachment done under this permit, character of materials used, or manner of installation, maintenance and operation, or by the improper occupancy of right-of-way or public place or public structure, and in case any suit or action is brought against said City for damages arising out of, or by reason of any of the work or construction done under this permit, the applicant / permittee, its successors or assigns will, upon notice to it of commencement of such action, defend the same at applicant / permittee's sole cost and expense, and will satisfy any judgement after said permit or action shall have been finally determined, if adverse to the City.

WARRANTY: The applicant hereby agrees to warrant all work within the right-of-way against all defects in material or workmanship for a period of three years from the date of this permit. The applicant agrees to correct all such defects to the satisfaction of the City within 30 calendar dates of receipt of notice of such defects.

Traffic Control Plan Required?

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work or encroachment will be complied with, whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

Owner/Authorized Agent: _____

Date: March 11, 2025

Issued By: Setters, Kelley



CITY OF COEUR D'ALENE Encroachment Permit Application

If you are doing any construction or excavation work in the City right-of-way, or connecting to the City water or sewer, you must obtain an encroachment permit. Without all of the requested information (as it pertains to your project) your permit cannot be processed.

Job Address N S (E) W 413 Sherman Ave ST (AVE) DR RD P LN Cir Ct Wy Lp

Project Start Date 2-27-25 End Date 3-17-2025

Type of Work ☐ Approach ☐ Curb ☒ Sidewalk ☐ Street Cut ☐ Sewer Connection ☐ Centennial Trail ☐ Prairie Trail ☐ Swale

Obstructions ☐ Street/Alley ☐ Sidewalk ☒ Sidewalk Seating ☐ A-Frame Signs

Insurance: Any work or encroachment in City right of way requires you to furnish the City with a Certificate of Liability Insurance naming the City of Coeur d' Alene as an additional insured. The liability minimum is \$500,000 combined aggregate policy for each occurrence. For outdoor eating the minimum is \$500,000. Please have the certificate written with an annual expiration date of 12/31. The cancellation (endeavor) clause must be amended to read 30 days written notice to the above named certificate holder and the remainder of the clause crossed off.

When the proposed work involves full or partial street closures, utility work, or street/alley cut, a site plan with a description of work and a detailed traffic control plan must be submitted with the application. The plan must conform to the MUTCD and show all required signs, barricades, cones, flaggers, detours, etc. and appropriate dimensions and wording (i.e. "Detour", "Road Closed Ahead", etc.)

Owner: Brian Engdahl Contact Person Brian Engdahl Phone (208) 640-0650 Fax _____
Address(C/S/Z): 413 Sherman Ave E-mail _____

Contractor: _____ Contact Person _____ Phone _____ Fax _____
Address (C/S/Z): _____ E-mail _____

Idaho Contractor Registration No. _____ Expiration date (m/d/y): _____

City of Coeur d Alene Drain Layers No. _____ Expiration date (m/d/y): _____

State of Idaho Licensed Plumber No. _____ Expiration date (m/d/y): _____

**** Please contact Municipal Services for application, fees, requirements and/or questions on Drain Layers licensing at 769-2229. ****

(Drain Layers must have an Original Bond \$2000, payable to the City, on file with Municipal Services in addition to the Liability Policy requirements and be a State of Idaho Registered Contractor)

All work must be inspected by a city inspector. All flatwork must be inspected prior to placement of concrete but after the forms are set. Please schedule all inspections through the inspection line by calling 769-2391 at least 24 hours **prior** to when the inspection is needed. It is the responsibility of the contractor to notify Emergency Services, Schools, and Waste Management of ANY street or alley closures or traffic delays.

Owner/Authorized Agent Brian Engdahl Date 2-27-2025

CITY OF COEUR D'ALENE
BUILDING SERVICES DEPT.
710 E. MULLAN AVE
COEUR D'ALENE, ID 83814

NO. 021918

RECEIPT

DATE 6/7/2022

RECEIVED FROM 413 E. Sherman

FOR 16x 351.00 = 5,616

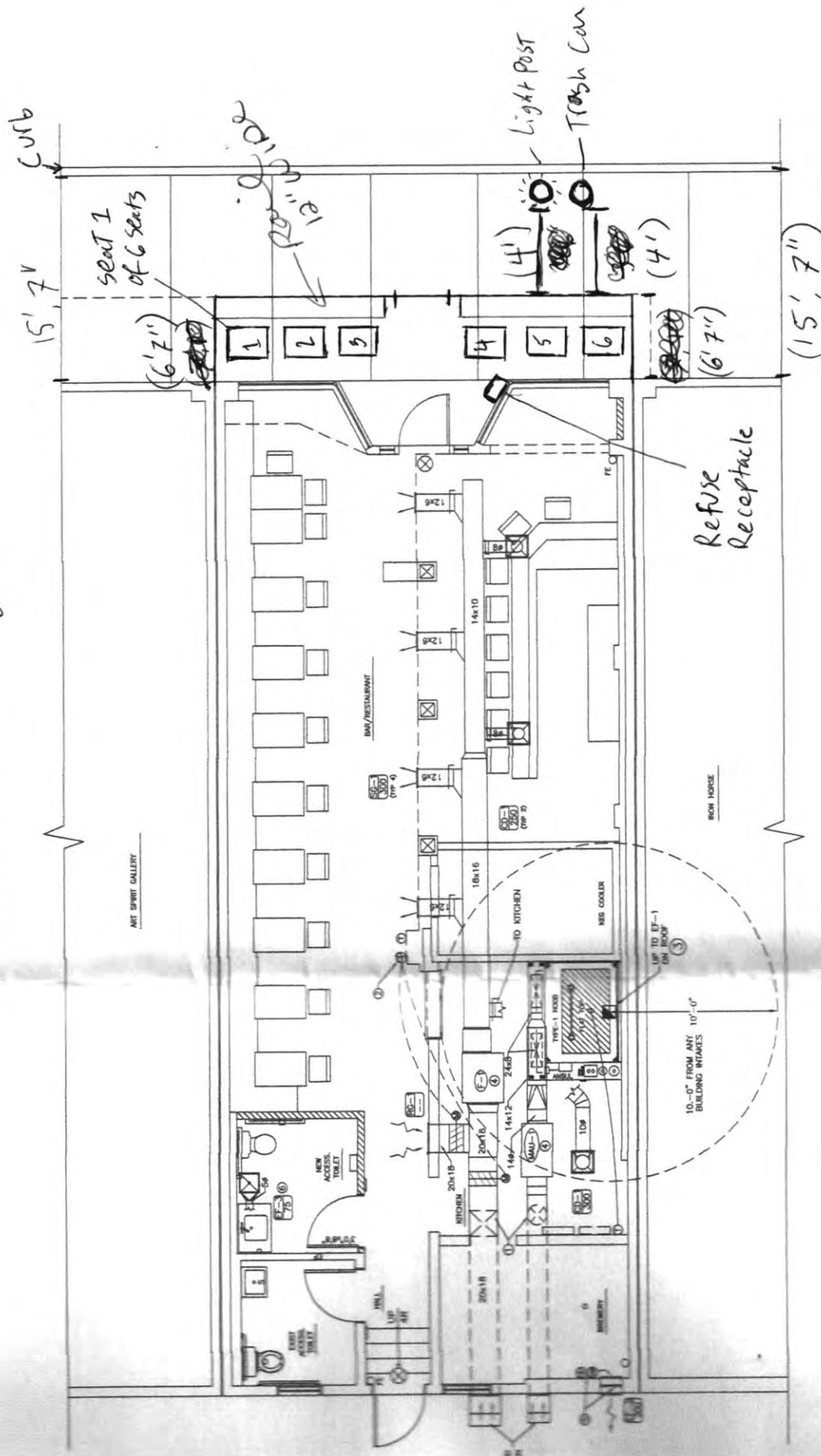
Seats all year seating personal property

CASH ☐ PLAN CHECK ☐ DOLLARS \$ 5,616.00

CHECK ☒ REINSPECT FEE ☐ CHECK NO. 2124

OTHER ☐ BY [Signature]

NOT TO SCALE
Proposed site/seating Plan



SITE PLAN INDICATING PROPOSED LOCATION OF POSTS

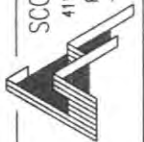
02-20-20

HVAC MECHANICAL DESIGN

SCOTT CRANSTON, ARCHITECT

411 FRONT AVENUE, COEUR D'ALENE, IDAHO 83814

PHONE: 208-667-7027



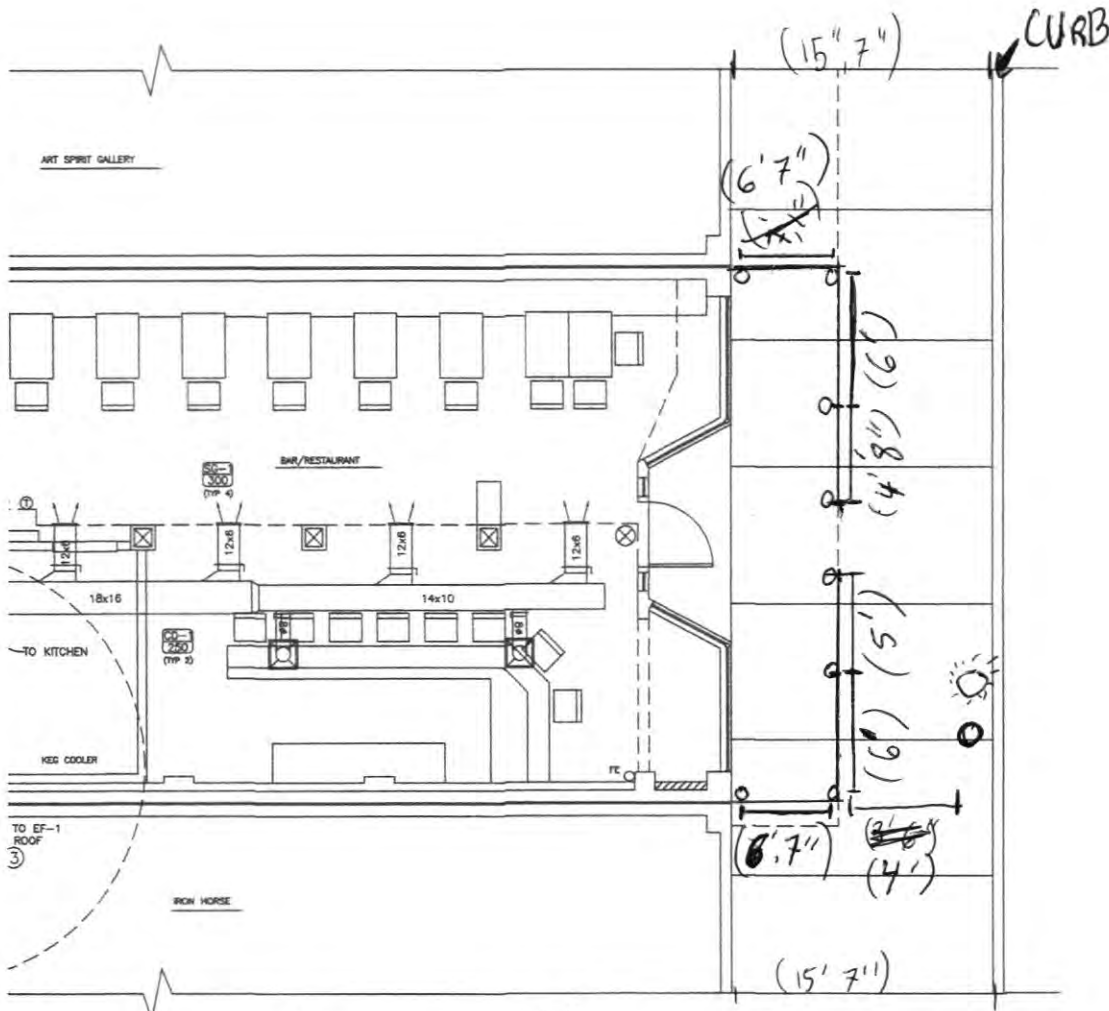
PERMIT ISSUE 02-XX-20

BREW PUB

TENANT IMPROVEMENT

48 E. SHERMAN, COEUR D'ALENE, ID

M1.0



Fence Material/Barrier between posts: Black steel Fence Paneling
counter top is 12" wide

NOT TO SCALE

SCALE: 1/4" = 1'-0"



Burritos/Crunchwraps

Breakfast Burrito Classic \$12

Choice of Protein, Scrambled Eggs,
Charro Beans, Shredded Cheese,
Pico de Gallo, Grilled Flour Tortilla

Breakfast Burrito Primo \$12

Chorizo, Scrambled Eggs, Charro Beans,
Shredded Cheese, Pico de Gallo,
Tortilla Chips, Chipotle Cream,
Grilled Flour Tortilla

Hey Dude! Burrito \$12

Smoked Brisket, Queso, Charro Beans,
Tex Mex Rice, BBQ Sauce,
Grilled Flour Tortilla

**Sneech Style: Add Onion & Jalapeno*

Britches Buster Burrito \$12

Choice of Protein, Tex Mex Rice,
Charro Beans, Shredded Cheese,
Pico de Gallo, Pickled Jalapenos,
Sour Cream, Grilled Flour Tortilla

Oh Baby! Crunchwrap \$12

Choice of Protein, Queso, Tostada,
Shredded Cabbage, Pico de Gallo,
Pickled Jalapenos, Chipotle Cream,
Grilled Flour Tortilla

BBQ Crunchwrap \$12

Smoked Brisket, BBQ Sauce, Tostada, Coleslaw,
Pickles, Grilled Flour Tortilla

Protein Choices

Smoked Brisket

Smoked Pulled Pork

Smoked Pork Belly

Ranchero Pulled Chicken

Ground Chorizo

Tacos

Oh Baby! Taco \$4

Chorizo, Scrambled Eggs, Tortilla Chips,
Shredded Cheese, Pico de Gallo,
Flour Tortilla

O.G. Taco

Choice of Protein, Scrambled Eggs,
Shredded Cheese, Flour Tortilla

Throwdown Taco \$5

Smoked Brisket, Fried Egg, Charro Beans,
Shredded Cheese, Flour Tortilla

Say What? Taco \$5

Smoked Pork Belly, Fried Egg, Queso,
Pico de Gallo, Flour Tortilla

Freshy Taco \$4

Choice of Protein, Shredded Cabbage,
Pico de Gallo, Chipotle Cream, Corn Tortilla

Crispy Taco \$4

Choice of Protein, Crispy Cheese, Onions, Cilantro,
Crispy Corn Tortilla

Bad Hombre Taco \$5

Smoked Brisket, Queso, Pico de Gallo,
Flour Tortilla

BBQ Pork Taco \$5

Smoked Pulled Pork, Crispy Cheese,
BBQ Sauce, Coleslaw, Pickles, Crispy Corn Tortilla

A Fistful of Tacos \$12

Chef's Choice 3 Tacos

Whole Brisket

Small \$140

Medium \$155

Large \$170

** 48 hour notice required*

Oh Baby! Favorites

Triple Bypass Nachos \$15 **Half Size \$8**

Corn Tortilla Chips, Queso, Charro Beans,
Pico de Gallo, Pickled Jalapenos,
Sour Cream, Cilantro

**Add Brisket \$3, Pulled Pork \$2,
Pork Belly \$3, Chicken \$2, Chorizo \$2*

Dang Quesadilla \$8

Shredded Cheese, Grilled Flour Tortilla
Served with a side of Chipotle Cream

**Add Brisket \$3, Pulled Pork \$2,
Pork Belly \$3, Chicken \$2, Chorizo \$2*

BBQ Quesadilla \$12

Smoked Brisket, BBQ Sauce, Onions,
Pickled Jalapenos, Cilantro,
Shredded Cheese, Grilled Flour Tortilla
Served with a side of Chipotle Cream

Oh Baby! Tostada \$7

Choice of Protein, Fried Corn Tortilla,
Charro Beans, Shredded Cheese, Cabbage,
Pico de Gallo, Sour Cream

Sides

Chips & Queso \$5

**Make it Deluxe + \$2*

Chips & Salsa \$5

Charro Beans \$3

Tex Mex Rice \$3

Coleslaw \$3

Bag of Chips \$4

Water or Soda \$2

Kids

Egg & Cheese Burrito \$5

Bean & Cheese Burrito \$5

Meat & Cheese Taco \$3

Cheese Quesadilla \$4



MENU

Open

Wednesday-Saturday

12pm-8pm

Sunday 12pm-5pm

***Closed Monday & Tuesday**

**Located @ Chalice Brewing
(back patio)**

**413 E. Sherman Ave
Coeur d'Alene, ID**

ASK ABOUT OUR CATERING!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MATTHEW L MARQUEZ (28167)
1500 NORTHWEST BLVD
STE 202
COEUR D'ALENE, ID 83814-0000

CONTACT
NAME: MATTHEW L MARQUEZ
PHONE
(A/C, No, Ext): 208-889-6050 FAX
(A/C, No): 208-981-4011
E-MAIL
ADDRESS: MATTHEW.MARQUEZ@COUNTRYFINANCIAL.COM

INSURED 1486376
CHALICE BREWING COMPANY LLC
413 E SHERMAN AVE
COEUR D ALENE, ID 83814

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	COUNTRY Mutual Insurance Company	20990
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		AB9389104	4/19/2024	4/19/2025	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT
						E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF COEUR D'ALENE
710 E MULLAN AVE
COEUR D'ALENE, ID 83814

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



City of Coeur d'Alene
Cash and Investments
2/28/2025

Description		Balance
U.S. Bank		
Checking Account		3,733,903
Checking Account		81,087
Checking Account		82,594
Investment Account - Police Retirement		331,881
Investment Account - Cemetery Perpetual Care Fund		1,241,890
Idaho State Investment Pool		
State Investment Pool Account		51,533,169
Spokane Teacher's Credit Union		
Certificate of Deposit		7,599,726
Numerica Credit Union		
Certificate of Deposit		10,354,461
Money Market		16,498,970
Cash on Hand		
Treasurer's Change Fund		1,350
Total		91,459,029

**I hereby swear under oath that the amounts reported above, on the cash basis are true
and correct to the best of my knowledge.**

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho



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

FUND NAME	BALANCE 1/31/25	RECEIPTS	DISBURSEMENTS	BALANCE 2/28/2025	BALANCE 2/29/2024
General-Designated*	\$4,378,224	\$96,441	\$2,182,937	\$2,291,728	\$7,495,626
General-Undesignated	18,267,598	3,818,186	3,442,025	18,643,759	13,279,639
Special Revenue:					
Library	454,318	133,413	145,423	442,308	436,159
CDBG	(7,703)	-	8,512	(16,215)	(29,288)
Cemetery	87,676	10,171	25,364	72,483	161,749
Parks Capital Improvements	1,175,266	10,723	3,350	1,182,640	1,190,641
Impact Fees	7,210,814	166,281	-	7,377,095	6,355,714
Annexation Fees	12,048	41	-	12,089	567,333
American Recovery Plan	1,857,213	-	-	1,857,213	5,665,522
Cemetery P/C	1,258,712	9,571	2,160	1,266,124	1,157,341
Jewett House	110,491	5,724	2,427	113,787	112,122
Street Trees / Reforestation	178,863	4,555	7,933	175,485	175,279
Public Art Fund	71,474	242	1,655	70,061	49,619
Public Art Fund - ignite	412,888	1,396	-	414,284	453,116
Public Art Fund - Maintenance	182,585	617	92	183,110	130,990
Debt Service:					
2015 G.O. Bonds	609,074	58,937	15,649	652,363	639,160
Capital Projects:					
Street Projects	5,953,720	20,127	263,328	5,710,520	1,549,261
Riverstone Mill Site Project	-	-	-	-	-
Enterprise:					
Street Lights	69,165	107,064	106,138	70,090	66,587
Water	4,327,667	615,864	795,560	4,147,972	3,398,989
Water Capitalization Fees	6,423,026	123,233	-	6,546,258	5,884,873
Wastewater	20,819,517	2,021,173	1,224,708	21,615,982	21,118,446
Wastewater-Equip Reserve	-			-	270,159
Wastewater-Capital Reserve	6,696,000			6,696,000	5,500,000
WWTP Capitalization Fees	6,518,912	820,693	456	7,339,150	3,874,054
WW Property Mgmt	72,766			72,766	59,973
Sanitation	691,942	813,958	806,248	699,652	884,284
Public Parking	1,443,472	56,683	4,803	1,495,352	987,011
Drainage	1,113,823	144,277	96,138	1,161,962	1,320,198
Wastewater Debt Service	688,601	2,328	760,370	(69,442)	690,665
Fiduciary Funds:					
Kootenai County Solid Waste Billing	252,979	424,125	355,600	321,504	246,074
KCEMSS Impact Fees	6,864	11,209	6,732	11,341	1,188
Police Retirement	494,848	21,709	22,806	493,751	474,602
Sales Tax	1,705	4,853	1,758	4,801	2,261
BID	397,650	4,864	-	402,515	422,017
Homeless Trust Fund	435	544	436	543	446
GRAND TOTAL	\$92,232,637	\$9,509,001	\$10,282,609	\$91,459,029	\$84,591,812

*Designated fund balance will be recalculated as the City's audit progresses.

I hereby swear under oath that the amounts reported above, on the cash basis are true and correct to the best of my knowledge.

Katharine Ebner

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho



CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
MONTHS ENDED
February 28, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH 02/28/25	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$279,817	\$ 107,373	38%
	Services/Supplies	9,150	1,779	19%
Administration	Personnel Services	249,686	99,930	40%
	Services/Supplies	2,590	91	4%
Finance	Personnel Services	870,733	332,018	38%
	Services/Supplies	904,134	494,454	55%
Municipal Services	Personnel Services	1,652,793	587,805	36%
	Services/Supplies	1,237,565	833,577	67%
	Capital Outlay	-		
Human Resources	Personnel Services	372,005	137,015	37%
	Services/Supplies	115,239	45,881	40%
Legal	Personnel Services	1,324,012	514,323	39%
	Services/Supplies	74,500	24,412	33%
Planning	Personnel Services	766,017	322,038	42%
	Services/Supplies	54,700	3,463	6%
	Capital Outlay			
Building Maintenance	Personnel Services	373,979	146,220	39%
	Services/Supplies	390,800	128,695	33%
	Capital Outlay	-		
Police	Personnel Services	18,607,937	7,316,496	39%
	Services/Supplies	2,227,376	803,087	36%
	Capital Outlay	4,954,978	3,024,230	61%
Fire	Personnel Services	13,414,095	5,982,710	45%
	Services/Supplies	1,076,509	315,383	29%
	Capital Outlay			
General Government	Services/Supplies	38,800	20,709	53%
	Capital Outlay			
Police Grants	Personnel Services	247,275	225,777	91%
	Services/Supplies		2,020	
	Capital Outlay			

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH 02/28/25	PERCENT EXPENDED
Streets	Personnel Services	3,622,983	1,438,071	40%
	Services/Supplies	2,966,230	502,559	17%
	Capital Outlay	90,000		0%
Parks	Personnel Services	2,223,086	673,651	30%
	Services/Supplies	772,045	225,249	29%
	Capital Outlay	40,000	40,776	
Recreation	Personnel Services	629,686	237,923	38%
	Services/Supplies	155,950	27,784	18%
	Capital Outlay			
Building Inspection	Personnel Services	1,033,101	395,582	38%
	Services/Supplies	55,205	10,235	19%
	Capital Outlay		-	
Total General Fund		60,832,976	25,021,315	41%
Library	Personnel Services	1,689,366	633,763	38%
	Services/Supplies	220,000	78,863	36%
	Capital Outlay	200,000	58,179	29%
CDBG	Personnel Services	108,274	42,039	39%
	Services/Supplies	250,786	61,292	24%
Cemetery	Personnel Services	199,298	85,996	43%
	Services/Supplies	143,800	36,189	25%
	Capital Outlay	15,000	-	0%
Impact Fees	Services/Supplies	1,093,000	478,000	44%
Annexation Fees	Services/Supplies	580,000	580,000	100%
Parks Capital Improvements	Capital Outlay	751,100	104,258	14%
Cemetery Perpetual Care	Services/Supplies	19,500	17,025	87%
Jewett House	Services/Supplies	31,120	7,278	23%
Street Trees	Services/Supplies	134,500	18,907	14%
Public Art Fund	Services/Supplies	244,500	164,150	67%
		5,680,244	2,365,941	42%
Debt Service Fund		877,308	24,461	3%
Atlas - Kathleen to Newbrook	Capital Outlay			
Traffic Calming	Capital Outlay	40,000		0%
Public Transit Sidewalk Accessibility	Capital Outlay			
Ramsey Road Rehabilitation	Capital Outlay			
15th Street	Capital Outlay	900,000	19,835	2%

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH 02/28/25	PERCENT EXPENDED
LHTAC Pedestrian Safety	Capital Outlay			
Atlas Waterfront Project	Capital Outlay			
Wilbur / Ramsey Project	Capital Outlay			
Government Way	Capital Outlay	4,926,000	880,376	18%
LaCrosse Ave. Improvements	Capital Outlay			
		<u>5,866,000</u>	<u>900,211</u>	<u>15%</u>
Street Lights	Services/Supplies	801,000	241,991	30%
Water	Personnel Services	3,012,695	1,111,968	37%
	Services/Supplies	5,942,033	661,256	11%
	Capital Outlay	4,233,000	1,306,310	31%
Water Capitalization Fees	Services/Supplies	2,260,000		0%
Wastewater	Personnel Services	3,439,843	1,282,343	37%
	Services/Supplies	9,442,232	1,186,666	13%
	Capital Outlay	11,651,000	760,540	7%
	Debt Service	5,128,241	656,688	13%
WW Capitalization	Services/Supplies	7,143,549	-	0%
WW Property Management	Services/Supplies			
Sanitation	Services/Supplies	5,469,062	1,880,884	34%
Public Parking	Services/Supplies	1,788,090	542,862	30%
	Capital Outlay	-		
Drainage	Personnel Services	257,526	100,842	39%
	Services/Supplies	1,322,141	162,899	12%
	Capital Outlay	495,000	349,645	71%
Total Enterprise Funds		<u>62,385,412</u>	<u>10,244,894</u>	<u>16%</u>
Kootenai County Solid Waste		3,240,000	1,087,037	34%
KCEMSS Impact Fees		38,000	19,019	50%
Police Retirement		149,000	61,807	41%
Business Improvement District		301,200	60,000	20%
Homeless Trust Fund		9,000	2,063	23%
Total Fiduciary Funds		<u>3,737,200</u>	<u>1,229,927</u>	<u>33%</u>
TOTALS:		<u>\$139,379,140</u>	<u>\$ 39,786,747</u>	<u>29%</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.

Katharine Ebner, Finance Director, City of Coeur d'Alene, Idaho

CITY COUNCIL STAFF REPORT

DATE: March 18, 2025
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-25-01c, Duffield Place: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a nine (9) unit residential condominium subdivision.

HISTORY

- a. Applicant: James Casper, Executive Director
Habitat for Humanity of North Idaho, Inc.
176 W. Wyoming Avenue
Hayden, ID 83835-9609
- b. Location: 3246 N. 2nd Street (West of 4th St & South of Neider Ave on 2nd Street)

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

This residential development is a plat of Lot 2, Block 1, Hickam Place located in Coeur d'Alene. The condominium plat has 2 buildings with 9 units. All infrastructure improvements were addressed during the construction of the residential units on the subject property, and the property is fully developed and ready for final plat approval.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

DUFFIELD PLACE

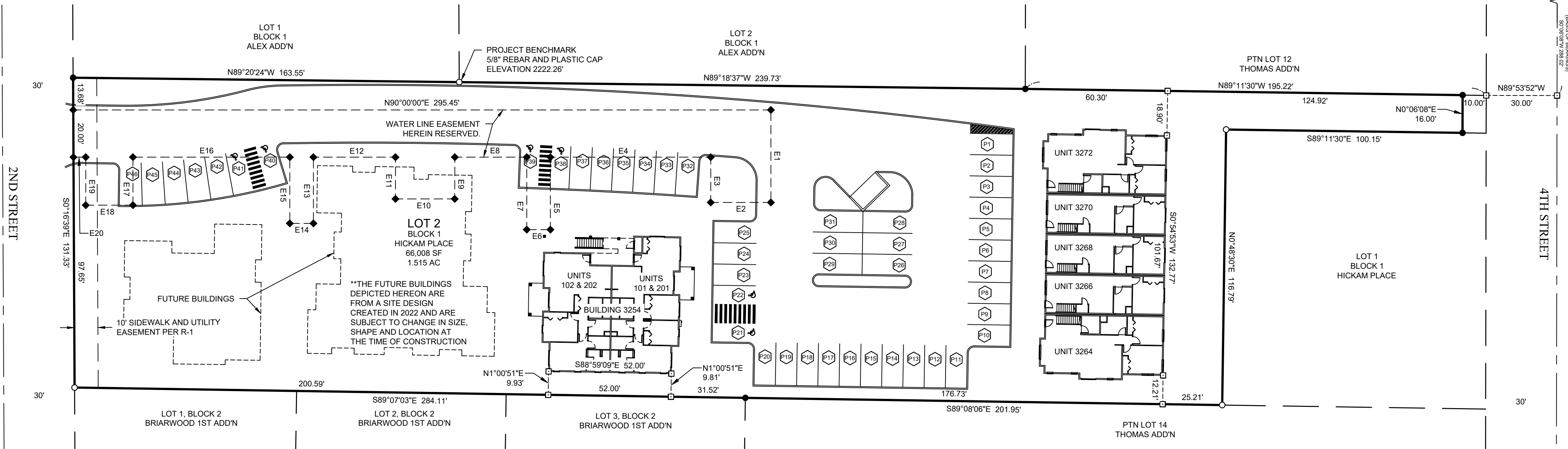
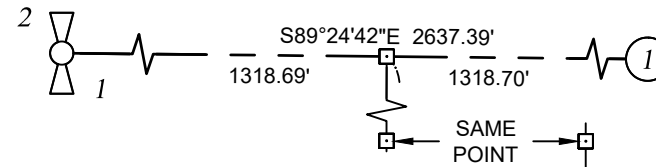
A CONDOMINIUM PLAT OF LOT 2, BLOCK 1, HICKAM PLACE

LOCATED IN THE SW 1/4 OF SECTION 1, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

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W 1/4 COR, SEC. 1
CPF 2030653000
NOT VISITED

CENTER, SEC. 1
CPF 1177794
NOT VISITED



LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP PLS 4565
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ◆ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- # CENTER SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED

NOTES

- EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY UNRECORDED EASEMENTS.

TITLE DOCUMENTS

THESE ARE DOCUMENTS IN TITLE REPORT COMMITMENT KT-504130, ISSUED BY KOOTENAI COUNTY TITLE, DATED: JANUARY 2, 2025 THAT FOR THE REASON INDICATED, CAN'T BE DISPLAYED ON THE MAP.

- THERE ARE NO EASEMENTS IN THIS TITLE REPORT THAT HAVEN'T BEEN DEPICTED ON THIS MAP.

REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

R-1 HICKAM PLACE BY ERNEST M. WARNER, PLS 4565. RECORDED IN BOOK L OF PLATS AT PAGE 389, UNDER INSTRUMENT NO. 2719878000.

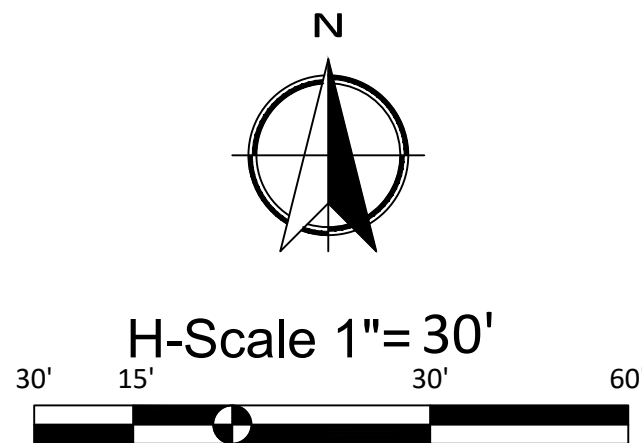
BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS SOUTH 00°06'08" WEST ALONG THE CENTERLINE OF 4TH STREET.

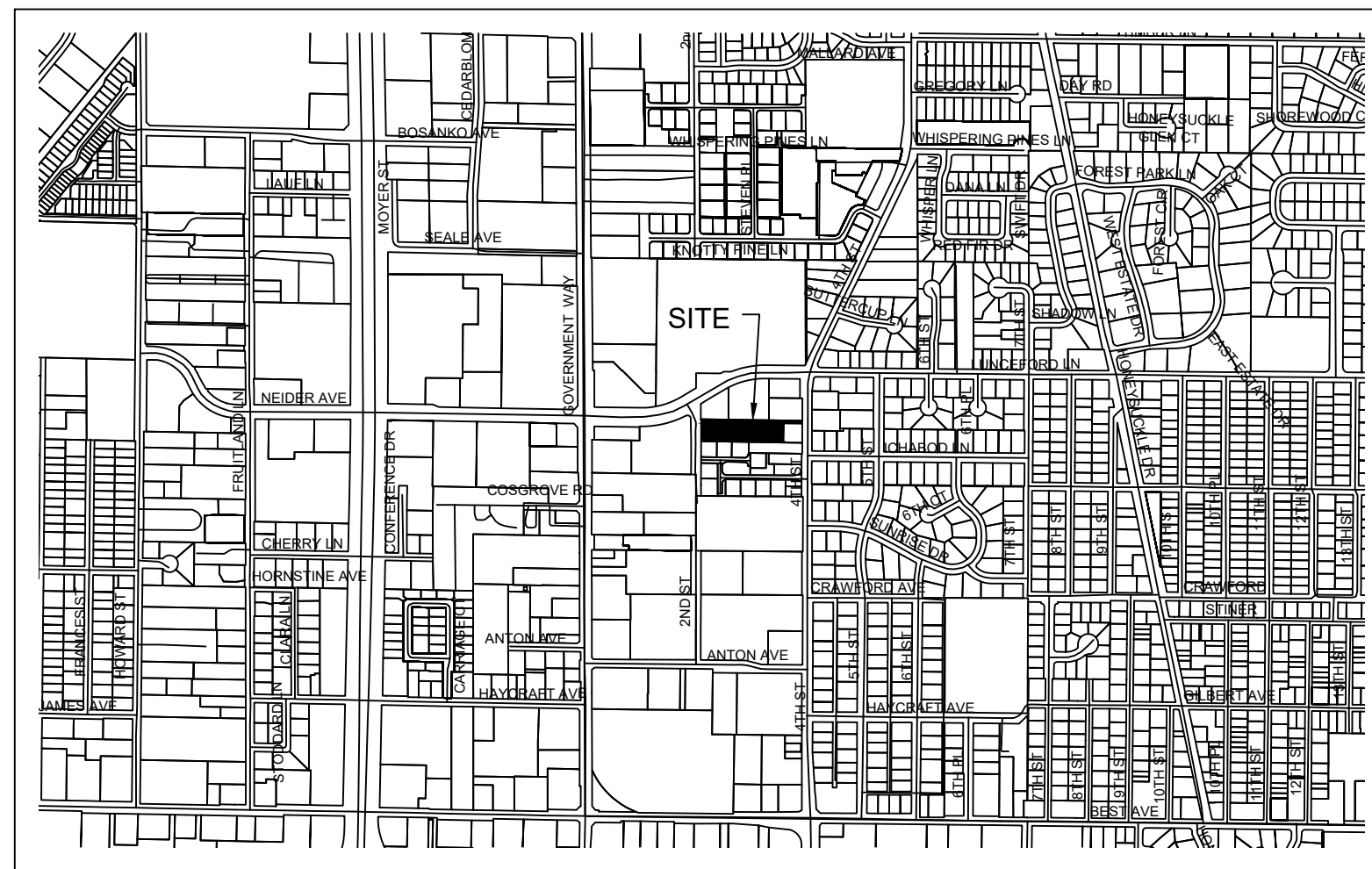
SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PREPARE A CONDOMINIUM PLAT OF LOT 2, BLOCK 1, HICKAM PLACE. SURVEY MONUMENTS WHERE FOUND/HELD AS DEPICTED HEREON.

LINE TABLE		
LINE	BEARING	LENGTH
E1	N0°00'00"E	39.20'
E2	N90°00'00"E	25.48'
E3	S0°00'00"E	19.20'
E4	N90°00'00"E	67.90'
E5	N0°00'00"E	30.71'
E6	N90°00'00"W	10.00'
E7	S0°00'00"E	30.71'
E8	N90°00'00"E	30.48'
E9	N0°08'59"E	17.69'
E10	N90°00'00"E	25.10'
E11	S0°00'00"E	17.69'
E12	N90°00'00"E	34.74'
E13	S0°00'00"E	28.06'
E14	N90°00'00"E	10.00'
E15	S0°00'00"E	28.06'
E16	N90°00'00"E	66.42'
E17	S0°00'00"E	20.35'
E18	N90°00'00"E	20.00'
E19	S0°00'00"E	20.35'
E20	N90°00'00"E	5.20'



VICINITY MAP



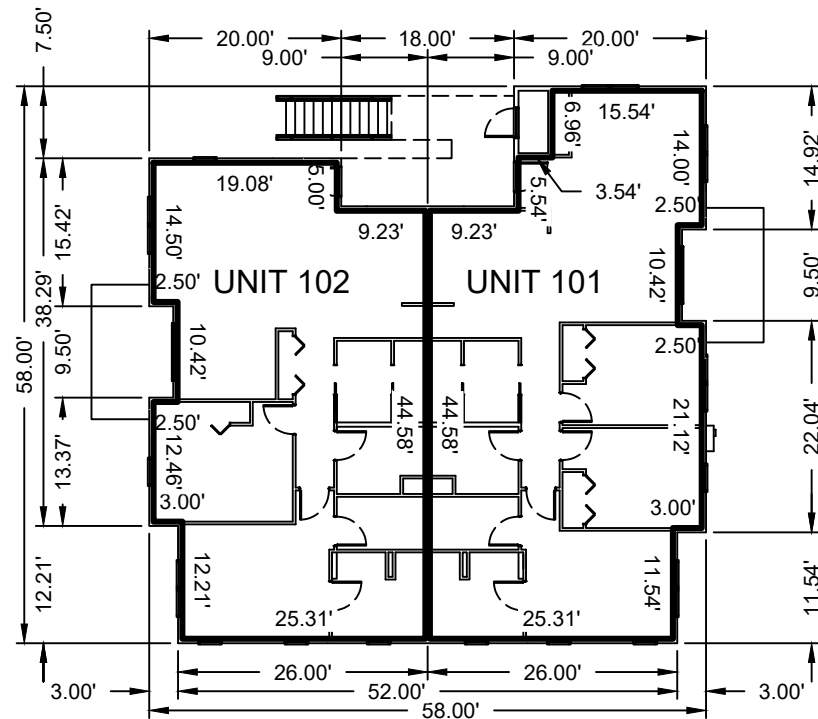
	DUFFIELD PLACE			
	A CONDOMINIUM PLAT OF LOT 1, BLOCK 1, HICKAM PLACE			
	SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST,			
	BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: 01/28/2025	DRAFTED BY: DTL	PLOT DATE: 03/11/2025	SHEET 1	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 25-008 CONDO	CHECKED BY: CJJ	PROJECT No.: 25-008	3	

DUFFIELD PLACE

A CONDOMINIUM PLAT OF LOT 2, BLOCK 1, HICKAM PLACE

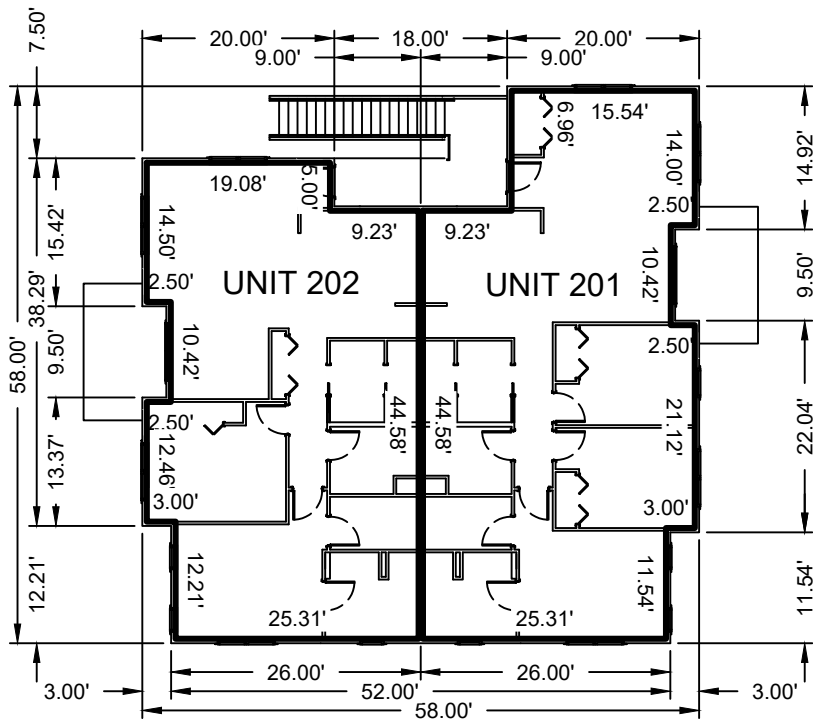
LOCATED IN THE SW 1/4 OF SECTION 1, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, COEUR d'ALENE, KOOTENAI COUNTY, IDAHO

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INST.#



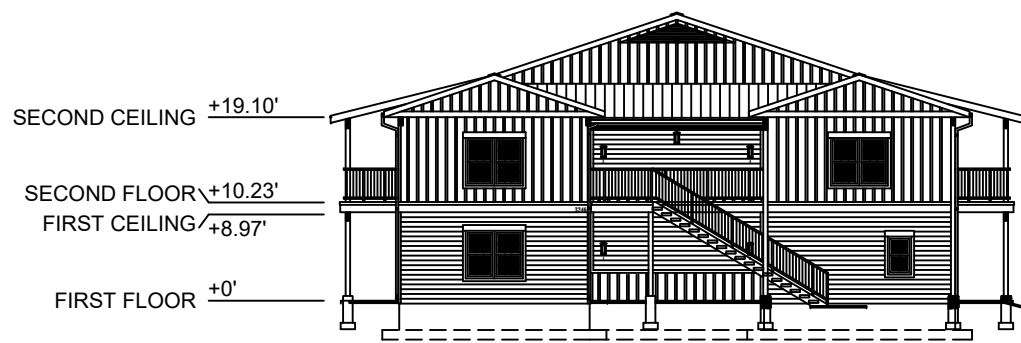
FIRST FLOOR - BLDG 3254

SCALE: 1" = 20'



SECOND FLOOR - BLDG 3254

SCALE: 1" = 20'



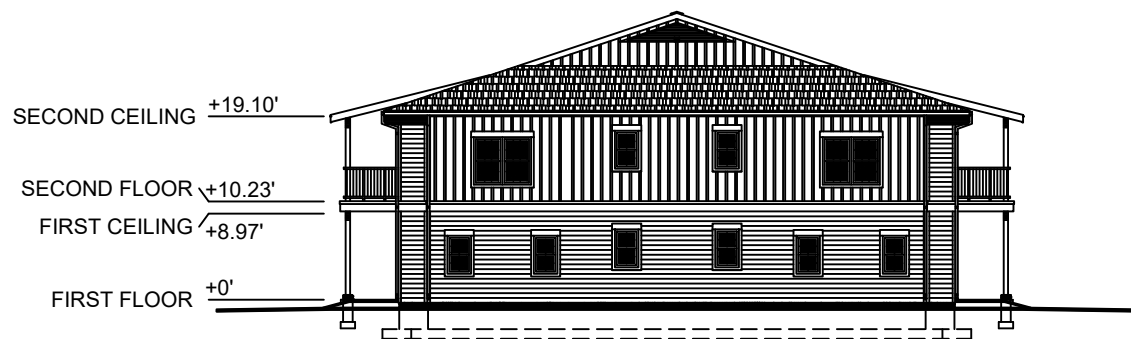
NORTH SIDE (FRONT) - BLDG 3254

SCALE: 1" = 20'



EAST SIDE (LEFT) - BLDG 3254

SCALE: 1" = 20'



SOUTH SIDE (BACK) - BLDG 3254

SCALE: 1" = 20'



WEST SIDE (RIGHT) - BLDG 3254

SCALE: 1" = 20'

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT HABITAT FOR HUMANITY OF NORTH IDAHO, INC., AN IDAHO NON-PROFIT CORPORATION, HEREBY CERTIFIES THAT IT IS THE RECORD OWNER AND LEASEE OF THE REAL PROPERTY HEREIN DESCRIBED AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO CONDOMINIUM UNITS AND COMMON AREAS AS SHOWN HEREIN TO BE KNOWN AS DUFFIELD PLACE. IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY CREATE A PROJECT INCLUDING SAID REAL PROPERTY IN THIS CONDOMINIUM PLAT, THE OWNERS ALSO HEREBY CONSENT TO THE RECORDATION OF DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF IDAHO CODE.:

LOT 2, BLOCK 1, HICKAM PLACE, ACCORDING TO THE PLACE THEREOF FILED FOR RECORD IN BOOK L OF PLATS, PAGE 389, RECORDS OF KOOTENAI COUNTY, IDAHO.

CONTAINING 1.515 ACRES, MORE OR LESS.

- THE OWNER HEREBY RESERVES THE WATER LINE EASEMENT DEPICTED HEREON TO THE PUBLIC IN THE NAME OF THE CITY OF COEUR D'ALENE.
- A CONDOMINIUM DECLARATION AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR DUFFIELD PLACE HAVE BEEN FILED UNDER INSTRUMENT NUMBER _____.
- SEWER TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.
- WATER SERVICE TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

JAMES CASPER, EXECUTIVE DIRECTOR
HABITAT FOR HUMANITY OF NORTH IDAHO, INC.

DATE _____

NOTARY PUBLIC

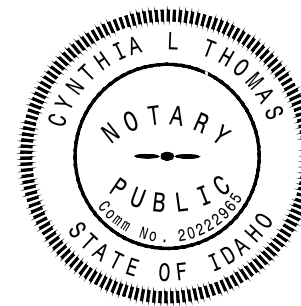
ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF KOOTENAI) S.S.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, IN THE YEAR OF 20____, BY JAMES CASPER, EXECUTIVE DIRECTOR OF HABITAT FOR HUMANITY OF NORTH IDAHO, INC., AN IDAHO NON-PROFIT CORPORATION.


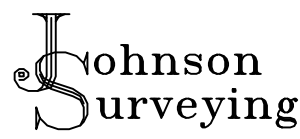
NOTARY PUBLIC : _____

MY COMMISSION EXPIRES : JUNE 7, 2028



UNIT SIZE AND HORIZONTAL BOUNDARIES - BLDG 3254

UNIT #	UNIT AREA	FLOOR ELEVATION	CEILING ELEVATION
UNIT 101	1415 S.F.	2222.95'	2231.92'
UNIT 102	1295 S.F.	2222.95'	2231.92'
UNIT 201	1440 S.F.	2233.18'	2242.05'
UNIT 202	1295 S.F.	2233.18'	2242.05'

	DUFFIELD PLACE				
	A CONDOMINIUM PLAT OF LOT 1, BLOCK 1, HICKAM PLACE SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO				
	DATE SURVEYED: 01/28/2025	DRAFTED BY: DTL	PLOT DATE: 03/11/2025		SHEET
	FILE NAME: 25-008 CONDO	CHECKED BY: CJJ	PROJECT No.: 25-008		2 3
				P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com	

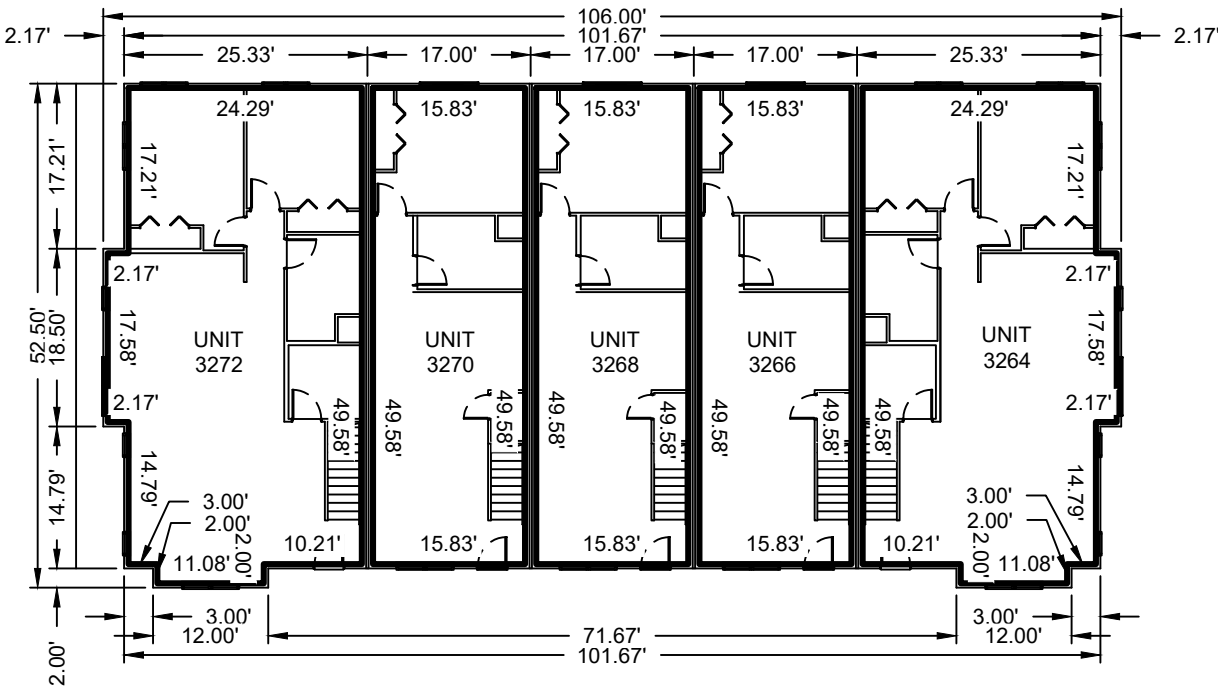
DUFFIELD PLACE

A CONDOMINIUM PLAT OF LOT 2, BLOCK 1, HICKAM PLACE

LOCATED IN THE SW 1/4 OF SECTION 1, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, COEUR d'ALENE, KOOTENAI COUNTY, IDAHO

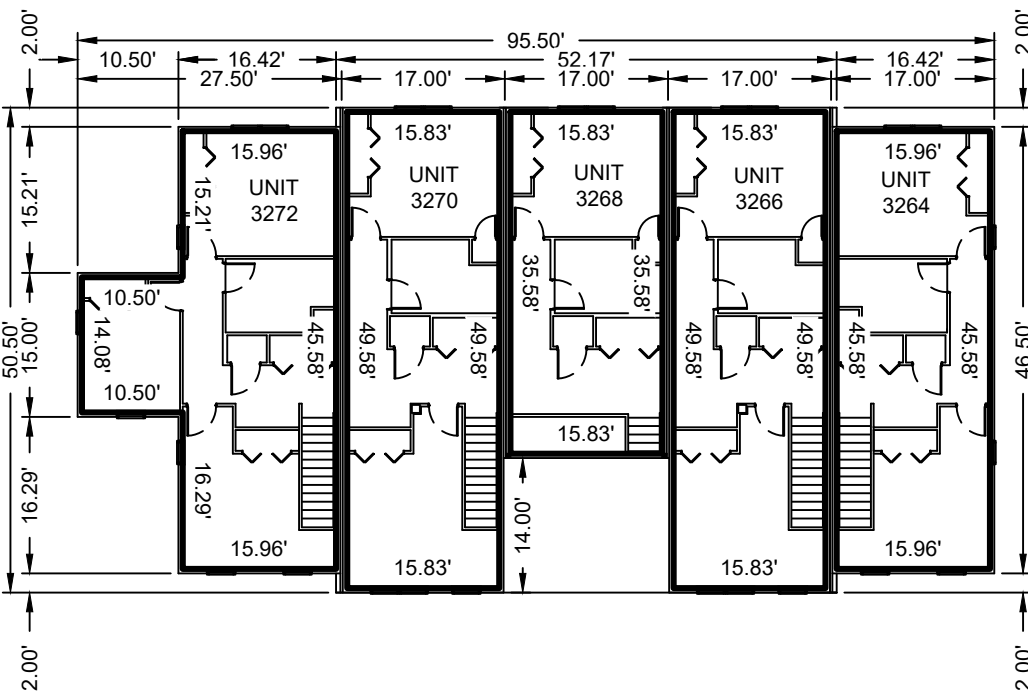
BOOK PAGE

INST.#



FIRST FLOOR

SCALE: 1" = 20'



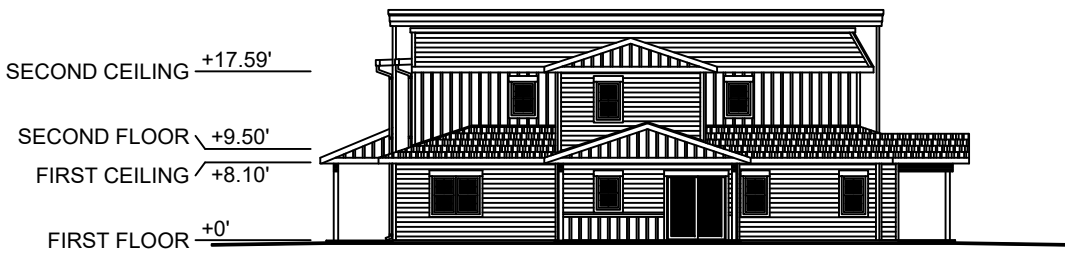
SECOND FLOOR

SCALE: 1" = 20'



WEST SIDE (FRONT)

SCALE: 1" = 20'



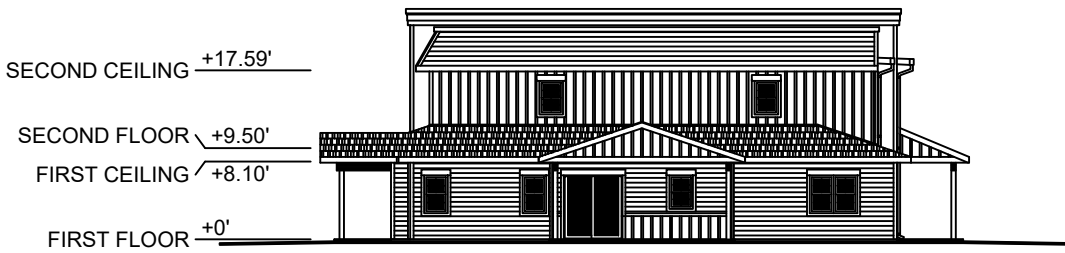
NORTH SIDE (LEFT)

SCALE: 1" = 20'



EAST SIDE (BACK)

SCALE: 1" = 20'



SOUTH SIDE (RIGHT)

SCALE: 1" = 20'

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY THE QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLE) REPRESENTING THE CITY OF COEUR D'ALENE AND THE QLE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

PANHANDLE HEALTH DISTRICT DATE

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS DAY OF , 20 , THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH

KOOTENAI COUNTY TREASURER

COEUR D'ALENE CITY COUNCIL APPROVAL

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

THIS DAY OF , 20

COEUR D'ALENE CITY CLERK

COEUR D'ALENE CITY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED.

THIS DAY OF , 20

COEUR D'ALENE CITY ENGINEER

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS

DAY OF , 20 , AT M.

AND DULY RECORDED IN BOOK OF SURVEYS AT PAGE(S)

AND UNDER INSTRUMENT NO. AT THE REQUEST OF JOHNSON SURVEYING.

JENNIFER LOCKE KOOTENAI COUNTY CLERK DEPUTY CLERK

FEE:

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS DAY OF , 20 .

RODNEY E. JONES PLS 12463 KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

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

CHAD J. JOHNSON PLS 9367 DATE

UNIT SIZE AND HORIZONTAL BOUNDARIES							
UNIT #	1ST FLOOR AREA	2ND FLOOR AREA	TOTAL AREA	1ST FLOOR ELEVATION	1ST CEILING ELEVATION	2ND FLOOR ELEVATION	2ND CEILING ELEVATION
UNIT 3272	1265 S.F.	875 S.F.	2140 S.F.	2221.42'	2229.52'	2230.92'	2239.01'
UNIT 3270	785 S.F.	785 S.F.	1570 S.F.	2221.42'	2229.52'	2230.92'	2239.01'
UNIT 3268	785 S.F.	563 S.F.	1348 S.F.	2221.42'	2229.52'	2230.92'	2239.01'
UNIT 3266	785 S.F.	785 S.F.	1570 S.F.	2221.42'	2229.52'	2230.92'	2239.01'
UNIT 3264	1265 S.F.	727 S.F.	1992 S.F.	2221.42	2229.52'	2230.92'	2239.01'

PROFESSIONAL LAND SURVEYOR
REGISTERED
9367
STATE OF IDAHO
CHAD J. JOHNSON

DUFFIELD PLACE

A CONDOMINIUM PLAT OF LOT 1, BLOCK 1, HICKAM PLACE
SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 01/28/2025	DRAFTED BY: DTL	PLOT DATE: 03/11/2025	SHEET 3 3
FILE NAME: 25-008 CONDO	CHECKED BY: CJJ	PROJECT No.: 25-008	

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

RESOLUTION NO. 25-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING THE FOLLOWING: THE PURCHASE OF ELECTRONIC CITATION SOFTWARE FOR LAW ENFORCEMENT FROM SALTUS TECHNOLOGIES, A/K/A DIGITICKET, WITH A PURCHASE PRICE OF \$69,324.00, AND AN ANNUAL FEE BEGINNING IN YEAR TWO OF \$15,163.00; AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC., FOR DRUG ENFORCEMENT AGENCY (DEA) APPLICATION PROGRAMMING INTERFACE (API) ACCESS TO AUTOMATED LICENSE PLATE READER (ALPR) DATA; A MASTER JOINT POWERS AGREEMENT FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES IN KOOTENAI COUNTY; AN ADVANCE NOTIFICATION POLICY FOR TRAFFIC CONTROL; AND DECLARATION OF VARIOUS PIECES OF USED EQUIPMENT AS SURPLUS AND AUTHORIZATION FOR THE SALE OF THE PROPERTY AT AUCTION.

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

- A) Purchase of Electronic Citation Software for Law Enforcement from Saltus Technologies, a/k/a digiTicket, with a purchase price of \$69,324.00, and an annual fee beginning in year two of \$15,163.00;
- B) Agreement with Motorola Solutions, Inc., for Drug Enforcement Agency (DEA) Application Programming Interface (API) Access to Automated License Plate Reader (ALPR) data;
- C) Master Joint Powers Agreement for the provision of Emergency and Non-Emergency Medical Services in Kootenai County;
- D) Approval of an Advance Notification Policy;
- E) Declaration of various pieces of used equipment as surplus and authorization for the sale of the property at auction;

AND,

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the City enter into agreements and take the other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits “A” through “E” and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements and the other action documents, so long as the substantive provisions of the agreements and the other actions remain intact.

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

DATED this 18th day of March, 2025.

Woody McEvers, 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 GABRIEL	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.



Combined Price Quote for the:
Coeur d'Alene Police Department
Lieutenant Bill Tilson



December 9, 2024



Proposal Prepared by:

Cory Box
National Sales Manager
918.392.3912
coryb@saltustech.com

Saltus Technologies
907 South Detroit, Suite 820
Tulsa, OK 74120

December 9, 2024

LT Bill Tilson
Coeur d'Alene PD

RE: digiTICKET® Price Quote

Dear Bill,

Thank you for your interest in digiTICKET and the opportunity to compete for your city's business. With our extensive interface experience with Tyler and Motorola, combined with our partnership with Spillman/Motorola, we are more than confident we can provide a configurable solution that pleases both your officers and court personnel.

Saltus Technologies is solely focused on developing and offering digiTICKET to public safety agencies across the US. digiTICKET is now used by nearly 500 agencies in 23 states. digiTICKET has been used to issue over 10 million citations and warnings over the past 14 years.

I am pleased to provide you with the attached quote for our digiTICKET electronic ticketing solution. Our total purchase price as shown on page three is \$69,324 with total annual fees beginning in year two at \$15,163. Our monthly subscription pricing is shown on page six. Per CPD request, this proposal does not include any hardware.

Saltus provides a money back guarantee on purchases. If, within the first 12 months, the city is not satisfied digiTICKET equipment can be returned for a full refund.

Saltus offers digiTICKET as a customized, turnkey solution that includes everything you need to deploy and use the solution. This quote provides two pricing options:

1. **Purchase:** All necessary hardware, software licenses and implementation services are purchased from Saltus. This option requires ongoing costs associated with software maintenance and support, new hardware when needed, hosting and thermal paper.
2. **digiTICKET Solution as a Service (dSaaS):** All necessary hardware is purchased from Saltus, but all software licenses, implementation services, maintenance and support, and hosting fees are covered through a monthly service fee. *The dSaaS option has no contract term. Services can be canceled with 60 days' notice, with no penalty. There are no limits to the number of users or tickets written.*

The following document provides a price quote and additional information for a sixty (60) unit blended Windows/iOS solution that expires 60 days from the date above.

I appreciate your interest in digiTICKET and look forward to working with you to assist in your decision process. If you have any questions or need any additional information, please do not hesitate to contact me directly.

Sincerely,



Cory Box



Why digiTICKET, Saltus?

Saltus Technologies, LLC (Saltus) is solely focused on developing and marketing our electronic ticketing solution digiTICKET®. After launching digiTICKET in 2010, Saltus has grown its customer base to nearly 500 agencies in 23 states. Customers range from over 500 police officers in a single metropolitan department, to over 20 agencies in county-wide deployments to very small agencies sharing 2 handheld devices. Overall, Saltus customers now issue over 100,000 citations per month, combined.

We believe digiTICKET provides distinct advantages to our customers:

Efficiency – digiTICKET eliminates handwriting errors and reduces the amount of time required to process tickets by utilizing barcode scanners and electronically exporting data to Records Management and Court Case Management systems.

Ease of use – digiTICKET was designed with the assistance of law enforcement personnel and has been enhanced over the years based on officer and agency feedback. We believe it is the most user-friendly solution on the market today.

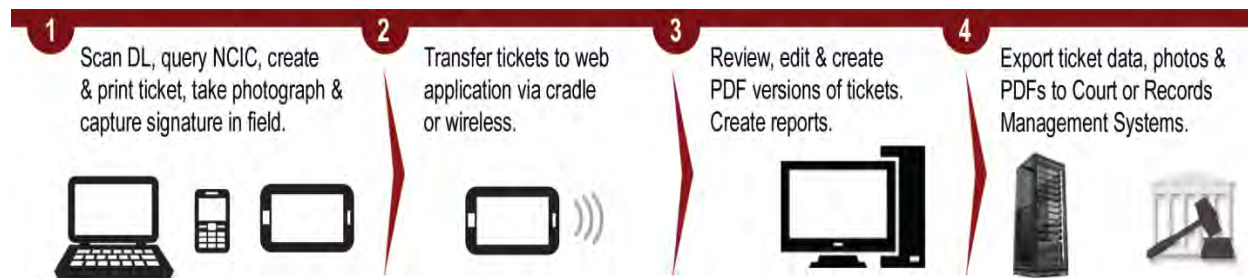
Highly Configurable – digiTICKET has continually been enhanced over the years to be as flexible and configurable as possible. ***digiTICKET can be configured to exactly match your agency's current processes*** and tickets can be designed to match your agency's requirements. Interfaces can be built to the specifications of your RMS or Court system. To date, Saltus has deployed interfaces to over 75 different systems.

Customer Service – Saltus has earned the best customer service reputation in the eCitation market. We encourage you to contact any Saltus customer to discuss our responsiveness and customer service capabilities.

Experience – Although a small company, the Saltus team has over 175 combined years of experience configuring, deploying, and supporting digiTICKET.

digiTICKET Solution Overview

digiTICKET is a mobile software application that automates the process of writing and processing citations for law enforcement agencies. digiTICKET mobile software can run on existing laptops, tablets, ruggedized handheld devices, or phones. The digiTICKET client software can be deployed to devices running Windows, Android, or iOS operating systems.



digiTICKET Quotes

Option 1: Purchase Option

The purchase price for the digiTICKET solution includes digiTICKET software licenses, software implementation and training services, custom configuration services (if applicable), and hosting fees. This procurement option requires ongoing costs associated with annual maintenance and support, hosting services, and new hardware and thermal paper if applicable.

digiTICKET Purchase Price Quote			
Software License Fees	Units	Fee	Total
digiTICKET Server License - includes Flex Export	1	\$ 7,500	\$ 7,500
digiTICKET Mobile Client Licenses	60	\$ 550	\$ 33,000
Licenses for Detectives, Jail, and SRO	3	\$ 550	\$ 1,650
Spillman Flex Mobile to digiTICKET Mobile Interface Licenses	46	\$ 150	\$ 6,900
Tyler Odyssey automated export license	1	\$ 2,000	\$ 2,000
Software License Fees	see above		\$ 51,050
ID SWET discount		12%	\$ (6,126)
TOTAL Software License Fees			\$ 44,924
Professional Services Fees	Units	Fee	Total
Standard implementation and training services	1	\$ 10,000	\$ 10,000
Configuration of additional printed ticket formats	2	\$ 750	\$ 1,500
Configuration of "Pre-booking form"	1	\$ 1,000	\$ 1,000
Configuration of iOS and Windows combined client	1	\$ 2,500	\$ 2,500
Online citation review/approval process	1	\$ 1,000	\$ 1,000
Configuration/installation of Flex/Odyssey auto exports	2	\$ 1,500	\$ 3,000
Configuration of custom reports; 1st is free (TBD)	1	\$ -	\$ -
Configuration of Flex -> digiTICKET mobile interface	1	\$ 2,000	\$ 2,000
Parsing of returns from five states (ID + 4)	1	\$ 1,000	\$ 1,000
Parsing of additional states (per state)	0	\$ 500	\$ -
Standard scofflaw alerts	1	\$ -	\$ -
TOTAL Professional Services Fees			\$ 22,000
Hardware Fees	Units	Fee	Total
Hardware fees (devices, peripherals, warranties) **	1	\$ -	\$ -
TOTAL Hardware and Shipping Fees			\$ -
Hosting Fees	Units	Fee	Total
TOTAL Annual Hosting Fees (recurring)	1	\$ 2,400	\$ 2,400
TOTAL PURCHASE PRICE (Year 1)			\$ 69,324
** See detailed hardware quote with line item pricing & descriptions on following pages. NOTE: Travel & living expenses associated with on-site training will be billed separately, as actual.			
Recurring Annual Fees			
Component	Units	Fee	Totals
Annual Maintenance & Support Fee - Hosted by Saltus	60	25%	\$ 12,763
Annual Hosting Fees (recurring)	1	\$ 2,400	\$ 2,400
TOTAL RECURRING ANNUAL FEES (beginning Year 2)			\$ 15,163

Explanation of Purchase Fees:

The following components are included in the pricing summarized above.

Software Licenses Fees:

- digiTICKET Server Software – 1 license is required regardless of the number of client licenses
 - Includes one Spillman FLEX automated export license
- digiTICKET Mobile Client Software – 1 license is required for each device running digiTICKET
- Flex Mobile -> digiTICKET Mobile Interface – 1 license is required for each device using the interface

NOTE: This interface enables digiTICKET to access person/vehicle query data from RMS or CAD mobile software applications. This capability is dependent on the quality and consistency of data being provided by the RMS mobile software. Because digiTICKET must rely on the RMS software and because the format of data returned from the state message switch can vary so widely, Saltus cannot guarantee 100% accuracy of returned data.

To configure this interface, Saltus developers use actual return datasets **provided by the customer for each state being configured**. A minimum of 5 person and vehicle returns (more than 5 will increase accuracy of the interface) must be provided by the customer to allow developers to create parsing algorithms for each state being configured. The standard interface includes in-state returns and 4 additional states of your choosing. Additional states can be added for an additional cost.

- Additional Exports – 1 license is required for each additional data export (per instance of the 3rd party software)
 - Includes one Tyler Odyssey automated export license

NOTE: Potential import fees charged by Motorola or Tyler Technologies are not included in this proposal and should be negotiated outside of this proposal.

Professional Services:

- Standard Implementation and Training Services include project management, requirements gathering, basic system configuration, quality assurance testing, user acceptance software testing, end user training and the deployment of digiTICKET.
- Other services related to non-standard configuration tasks are included based on current understanding of your requirements. They include:
 - Configuration of “pre booking” form
 - Configuration of Spillman return sharing interface, parsing returns for 5 total states
 - Configuration and installation of both automated data exports

Hardware:

- Per customer request, no hardware is included in this proposal.
 - It is assumed CPD will provide printers and scanners to accommodate project needs
 - PocketJet7 printers **may not** be compatible with the digiTICKET iOS mobile client
 - The CODE CR100 scanner will need to be certified for use prior to project start

NOTE: The use of existing tablet or handheld computers, phones, barcode scanners and/or printers must be approved by Saltus. **Handhelds or phones must be Android 10 or iOS 13 or newer.** If approved, the customer must provide a minimum of two of each existing device type for system configuration and testing purposes.

NOTE: Saltus does NOT provide hardware installation services.

Paper:

- digiTICKET prints to thermal printers. Saltus provides premium thermal paper with high temperature ratings and extended archive-ability (typically 10 to 20 years).
- Per customer request, no paper is included in this proposal.
 - It is assumed that CPD will continue to source thermal ticket paper from current vendor

Hosting:

- The server application is web based. Saltus utilizes Microsoft Azure GovCloud to provide hosting services. Hosting fees are paid annually and are considered part of ongoing maintenance and support fees.
 - Hosting can be performed by the customer but requires an onsite server and additional implementation services fees. No hosting fees would apply.

Recurring Annual Fees:

- Annual Maintenance and Support fees are paid annually beginning in year 2 and are a percentage of the total software license fees.
 - The percentage is greater if the customer hosts the server application on site.

Hardware Included in Quote:

Per customer request, no hardware is included in this proposal. Should CPD need future hardware, these would be our recommendations.

DETAILED HARDWARE QUOTE			
Item Name	Qty	Unit Price	Total
Thermal Ticket Printers			
Brother RuggedJet 4230 Bluetooth Thermal Printer			
RuggedJet 4230BL Kit: 4" DT Printer w/USB, Serial & Bluetooth MiFi - Includes Printer, LiON batt, 2 year Premier Warranty, belt clip & CPCL	0	\$ 734.12	\$ -
Brother PocketJet 8 Thermal Printer			
PJ8, 200dpi, Thermal Printer w/ USB & BT (Printer only, requires DC power or optional battery, USB cable, and printing supplies)	0	\$ 403.59	\$ -
PJ8, 300dpi, Thermal Printer w/ USB & BT (Printer only, requires DC power or optional battery, USB cable, and printing supplies)	0	\$ 477.72	\$ -
Scanners			
L-Tron 2D License scanner w/curled cord and magnetic mount kit	0	\$ 476.47	\$ -
TOTAL Hardware:			\$ -

A list of digiTICKET compatible printers will be provided separately. Essentially any PJ86X or PJ88X is compatible. The PJ6XX is not compatible, and only the PJ7XX MFI (made for iOS) is compatible.

Option 2: digiTICKET Solution as a Service (dSaaS) Option

The following dSaaS quote includes the same software, services, hardware, ongoing maintenance and support, hosting, etc. (and discounts, if applicable) as described in the purchase procurement Option 1 above. The only difference is the billing method.

The dSaaS option includes two parts: (1) a monthly fee for software, professional services, ongoing support and maintenance, and hosting; and (2) hardware and paper purchased separately.

"digiTICKET Solution as a Service" (dSaaS) Price Quote			
Item Description	Units	Per Unit	Total
Laptop Configurations	46	\$ 43	\$ 1,978
Tablet/Handheld Configurations	14	\$ 57	\$ 798
TOTAL MONTHLY FEE			\$ 2,776
Items Below Included in Monthly Fee			Units
All required server, mobile client and interface software licenses			60
Annual software maintenance and support services			1
Annual hosting services			1
Spillman Flex mobile to digiTICKET mobile interface licenses			46
Flex RMS interface license			1
Odyssey CMS interface license			1
Standard implementation and training services			1
Configuration of additional printed ticket formats			2
Configuration of "Pre-booking form"			1
Online citation review/approval process			1
Configuration/installation of Flex/Odyssey auto exports			2
Configuration of custom reports; 1st is free (TBD)			1
Configuration of Flex -> digiTICKET mobile interface			1
Parsing of returns from five states (ID + 4)			1
Standard scofflaw alerts			1
<i>Price above includes all customer discounts shown in Purchase price, if applicable.</i> NOTE: Travel & living expenses associated with on-site training will be billed separately, as actual.			
Saltus offers a pre-payment discount for customers paying 6 or 12 months in advance 6 month pre-payment offers a discount of 2%: \$ (666) <i>annual discount</i> 12 month pre-payment offers a discount of 4%: \$ (1,332) <i>annual discount</i>			

Explanation of the digiTICKET Solution as a Service Monthly Fee:

All software licenses, professional services, hardware, paper, and hosting services are the same as described in option 1 above.

Recurring Monthly Fees:

- All software licenses, professional services, hosting, and maintenance and support fees are provided in the monthly dSaaS fee above.

- Customer pays a per-license, per-month fee – annual or semi-annual pre-payment discounts are available. If the agreement is canceled before the end of the pre-payment period, Saltus will refund the appropriate amount based on the cancellation date.

Hardware and Paper Fees (purchased separately):

- 4" and Full-page thermal printers, 2D DL scanners
- No hardware is included in this proposal.
- It is assumed CPD will source their own digiTICKET certified DL scanners and thermal printers

END OF PAGE ONLY

Software Overview:

Mobile Client Software

- Configured to match the agency's requirements/process.
- Extremely easy to use, runs on laptops or tablets
- Tickets can be issued in a disconnected state – no data connection is required
- Capable of writing tickets using multiple ticket formats – traffic, parking, code enforcement, city, or state tickets
- All officer, court and violation information automatically updated upon secure login by officer, allowing for the sharing of devices between officers
- Includes an electronic book of tickets that have been issued to the officer from the digiTICKET web application
- Includes an up-to-date electronic list of charges – including a “favorites” list for fast data entry
- “Lookup” tool for charges not included in favorites list
- Can issue as many as 8 charges on one screen – configurable to meet the agency's guidelines
- Ticket numbering can be handled multiple ways to meet the agency's guidelines
- Designate individual violations as warnings or flag as other types of violations such as “Grant” tickets
- Optional database of street addresses to ensure uniform locations on tickets
- Easy to use step by step procedure to create tickets
- Drop down lists ensure accurate data entry
- Scans barcodes on driver licenses and military IDs from across the United States, Mexico, and Canada
- Captures photo and electronic signature of violator
- Save in-process tickets and finish later
- Copy information from a previous ticket to start another
- Ability to change to and from “night mode,” reversing contrast to limit nighttime brightness
- Automatic notification of repeat offenders (scofflaw)
- Captures GPS coordinates of each stop
- Provides officers with ability to capture racial profiling information and make notes after a traffic stop – available to, or hidden from, court personnel
- Ticket information can be customized to meet each agency's needs and processes
- Printed ticket is easily customized to exactly match agency's requirements
- Includes software for remote diagnostics and updates
- Training typically takes less than 2 hours for novice computer users
- Optional capabilities include NCIC/NLETS queries (real time data connectivity is required) and interfaces to RMS mobile software field reporting applications



Figure 1 - digiTICKET on a rugged Zebra TC58 Android Tablet



Figure 2 - digiTICKET on a Panasonic CF31

Server Software

- Web based software that can be accessed from any PC with Internet/network access
- Secure login and data transfer and multiple levels of user authorizations
- Dashboard reporting of ticketing activity
- Review, edit, approve, void, or decline tickets
- Search for tickets or warnings by officer, shift, squad, violator, court date, ticket date and many more.
- Reproduce exact copies of tickets in PDF format with signatures, court disposition information, and photos
- Print PDFs on standard office printers or store and send electronically
- View a map of stop locations (captured using GPS capable devices)
- Edit, create, or inactivate municipal ordinances and state statutes
- Issue tickets to officers or run audit reports of assigned ticket numbers
- View, print or export reports of specific ticket data (custom reports available)
- Export citation data to Records Management or Court systems through web-based utility – optionally include PDF copies of tickets, pictures, etc.
- Automatically export data and deliver to the RMS in a predefined location, or interface to 3rd party systems through web services – optional capability
- Manage court dates for multiple court types for up to a year in advance
- Set court date rules such as docket size or lead time – for all or individual court dates/types
- Create an unlimited number of user types with a very detailed user-based permissions system – based on user type (i.e., officer, supervisor, prosecutor, court clerk, etc.)
- Group users by troop, shift, squad, division, etc.

Data Synchronization

- The digiTICKET solution requires an internet/network data connection to synchronize tickets to the server. This is typically a full-time connection located where the units are maintained. The units do not require a connection when they are in use in the field.

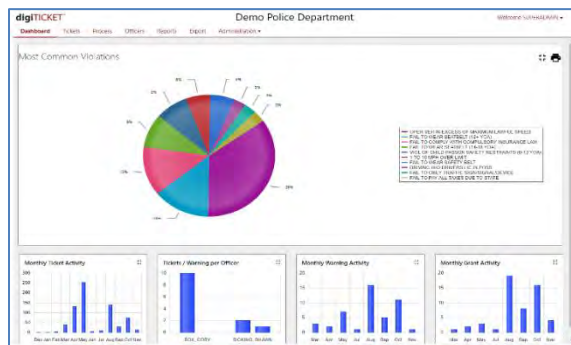


Figure 3 – digiTICKET Dashboard

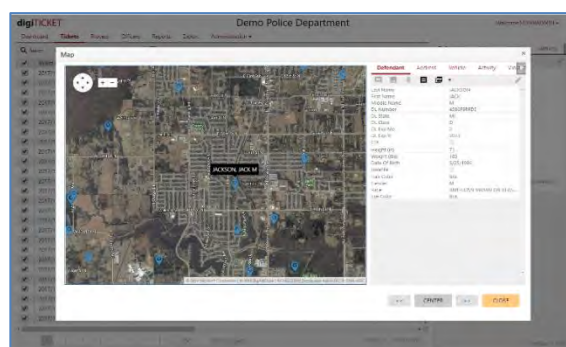


Figure 4 – digiTICKET Ticket Mapping

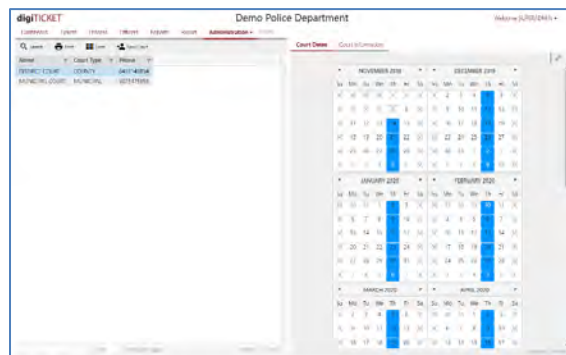


Figure 5 – digiTICKET Court Calendars

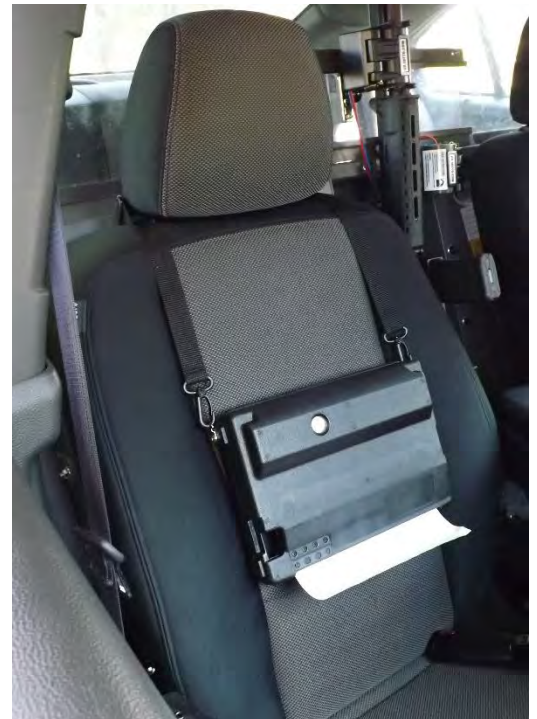
Recommended Hardware

Saltus has designed digiTICKET to be “device agnostic” – meaning that we purchase “off the shelf” hardware and load the software on the devices. digiTICKET can be configured to utilize any number of computers and printers. Typically, digiTICKET is deployed on a Windows 7/10 laptop or tablet with the proper data capture capabilities (barcode/magnetic stripe scanner, Bluetooth communication, touchscreen, etc.). Tickets can be printed on any type of mobile printer – thermal or otherwise.

The following hardware configuration is recommend based on Saltus’ current understanding of your agency’s needs:

Brother PocketJet 8 Printer

- Fast, full-page mobile printing up to 13.5 ppm
- Up to 300dpi high-resolution print technology
- 2-year limited warranty out-of-the-box
 - *Extended warranties available*
- Prints on a variety of 8.5" wide thermal media
- Low maintenance costs: no ink or ribbons to replace
- Compact design: fits in places where space is limited
- High reliability due to fewer moving parts
- NiMH battery and longer-life Li-Ion battery is available
- Wide variety of options for flush, pedestal, or arm rest mounting
- USB-C, Wi-Fi®, and Bluetooth® wireless technology
- iOS® SDK, Android™ SDK, AirPrint® and Print Service Plug-in
- Windows®, macOS®, and Linux (via USB) OS compatibility
- Weight: 1.34 lbs. with Li-ion Battery
- Dimensions: 10.04in x 2.17in x 1.18in



L-Tron 4910LR Next Gen Area-Imaging Scanner

- Image capture, signature capture, and omnidirectional reading of linear, AAMVA PDF-417 and MicroPDF417 barcodes.
- Features highly visible green LED aimer and red LED backlight.
- Class-leading image quality and image transfer speed provide crisp images in less than one second.
- Built to last in a compact, durable form factor with sealed membrane switch, hard pinned cable connection and no moving parts.
- Custom imaging firmware compatible with e-citation and accident reporting packages via COM port emulation, keyboard emulation or HID communication mode.
- Safe and secure mounting with spring-retained microphone mounting clip and hanger.



Printed Ticket

Saltus designs tickets to look as much like traditional handwritten tickets as possible. This maintains a level of comfort with officers, court administrators as well as violators.

- Ticket fronts and backs are customized based on agency requirements.
- Tickets can be printed in 4" wide or full 8 ½ x 11" formats. 4" tickets can be deployed with pre-printed backs containing violator instructions. 8.5 x 11" tickets can be printed with the entire citation on the front side (similar to the Court's PDF copy below).
- Tickets can also be printed on a standard printer from the digiTICKET web application. These can include signatures, pictures, and Court disposition information (see sample below).

Implementation and Support Services

The Saltus Solution Delivery Methodology is used for all solution deployments. This is a structured process that ensures that all possible issues and all requirements are jointly identified by Saltus, and customer resources and all system configuration changes are approved by the customer prior to any work being performed by Saltus engineers. This process ensures that Saltus and the customer are always on the same page and that expectations are being met throughout the entire process.

digiTICKET Hosting Infrastructure

Saltus partners with Microsoft to host the digiTICKET web application on the Azure Government Cloud.

Saltus can provide detailed hosting, security and backup and recovery information upon request.



END OF DOCUMENT

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 10, 2025
FROM: Chief Lee White, Police Department
SUBJECT: Approval of Third-Party Agreement with Motorola for DEA API Access to ALPR Data

DECISION POINT: Should the City Council approve a Third-Party Agreement with Motorola for Drug Enforcement Agency (DEA) Application Programming Interface (API) Access to ALPR (Automated License Plate Reader) Data?

HISTORY: The Department currently utilizes ALPR technology to enhance public safety and support law enforcement activities. The El Paso Intelligence Center (EPIC) administered by the DEA has requested access to this ALPR data to support their mission in combating drug trafficking and related criminal activities.

EPIC, established in 1974 and operated by the DEA, supports U.S. law enforcement agencies by providing timely intelligence on threats. Located in El Paso, Texas, EPIC offers tactical, operational, and strategic intelligence to various federal, state, local, tribal, and international law enforcement organizations. Staffed by over 300 personnel from multiple agencies, EPIC fosters interagency collaboration and enhances law enforcement effectiveness.

CDAPD uses Vigilant (Motorola) and has an automated process of sharing selective data with other authorized agencies. In February 2023, with the assistance of the City Attorney, the Police Department entered an MOU with DEA to share ALPR data into their DEASIL system (DEA Special Intelligence Link) which also allowed the agency and the North Idaho Fusion Center access to it.

DEASIL is a system used by law enforcement agencies to access License Plate Reader (LPR) data and alerts. The system is managed by the DEA and is designed to enhance the effectiveness of law enforcement operations by providing timely access to LPR information.

Since this initial agreement, DEA has created a different, more effective model for data sharing using an API with Motorola compared to a file transfer protocol that was in use. This connectivity requires approval by our agency.

FINANCIAL ANALYSIS: There are no costs associated with the project.

PERFORMANCE ANALYSIS: Allowing this data sharing to occur allows enhanced collaboration with DEA and other agencies with authorized approval in combating drug trafficking and related crimes, improve efficiency with law enforcement operations through shared access, and strengthen public safety measures in the City.

Data collected from Automatic License Plate Recognition (ALPR) cameras is strictly intended for official law enforcement purposes. This means that the information gathered by these cameras can only be accessed and utilized by authorized personnel for the investigation of crimes. EPIC is a national-level intelligence center and only properly vetted agencies may collaborate.

DECISION POINT/RECOMMENDATION: Council should allow the Police Department to enter into a 3rd party agreement with Motorola to allow DEA to share ALPR data for EPIC.

API/Data Sharing Addendum to Master Customer Agreement (“API Addendum”)

This API Addendum to the Master Customer Agreement (“Master Agreement”) dated August 14, 2024 between Motorola Solutions, Inc. (“Motorola” or “MSI”) and the Coeur d’Alene Police Department (“Customer”) (collectively, “Parties”) addresses Customer’s request for its LPR Data, and relevant Metadata (as defined below), owned and collected by the Customer using MSI-Manufactured LPR Cameras and stored in within the equipment (“Customer Data”) to be shared with a third-party. “Metadata” shall be defined within this Addendum as data owned and collected by Customer using MSI-Manufactured LPR Cameras and stored within the equipment.

WHEREAS, Customer has requested that Motorola provide Drug Enforcement Administration Special Intelligence Link - DEASIL (“Third-Party Recipient”) with access to their Customer Data via a custom-API; and

WHEREAS, Motorola is willing to provide Third-Party Recipient access to Customer Data using an API;

NOW, THEREFORE for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

- I. **Consent.** Customer consents to Motorola providing Third-Party Recipient with access to Customer Data through the use of an API. Customer agrees that Motorola is not responsible for Third-Party Recipient’s use of Customer Data. Additionally, Motorola is not responsible for the Third-Party Recipient’s failure to comply with applicable laws, Customer instructions, or the Customer’s set retention policy.
- II. **Term.** The Term of this API Addendum shall begin upon execution of this Agreement by both parties and shall continue for a period of one (1) year. At the end of the Term, this API Addendum may be extended, by mutual written agreement of the Parties.
- III. **Termination.** In the event the Third-Party Recipient violates usage terms or is misusing the API, Motorola, at its discretion, may discontinue Third-Party Recipient access upon providing notice to Customer. This API Addendum shall immediately terminate upon termination of the Master Agreement. Upon termination, Motorola may immediately terminate Third-Party Recipient’s Access to the API.
- IV. **Representation, Warranty, Disclaimer.** The API and associated Data is excluded from any representations and warranties in the Master Agreement. The API and associated Data is provided “AS IS”. Motorola disclaims all other warranties, expressed or implied.

- V. **Limitation of Liability.** IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA, TIME, DATA, GOODWILL, REVENUE, OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE API, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL MOTOROLA'S TOTAL LIABILITY EXCEED THE PRICE OF TWELVE (12) MONTHS OF SERVICE FEES.
- VI. **Order of Precedence.** In the event of inconsistencies between this API Addendum and the Master Agreement, the parties agree that this API Addendum prevails, only with respect to the specific subject matter of the API Addendum

Motorola Solutions, Inc.

Customer: [_____]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 10, 2025
FROM: Steven Jones- EMS Officer, Fire Department
SUBJECT: Master Joint Powers Agreement for the provision of Emergency and Non-Emergency Medical Services in Kootenai County, Idaho.

DECISION POINT: Should the City Council approve the proposed agreement between Kootenai County Emergency Medical Services System and the City of Coeur d'Alene?

HISTORY: Since March 28, 2023, the City of Coeur d'Alene has been a party to the Master Joint Powers Agreement (JPA) with Kootenai County Emergency Medical Services System to provide emergency and non-emergency medical services within Kootenai County.

FINANCIAL ANALYSIS: There is no cost to the City for participation in the JPA.

PERFORMANCE ANALYSIS: KCEMSS is a joint administrative entity formed pursuant to Title 2, Chapter 3, Kootenai County Code, for the express purpose of providing joint management, provision and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, in Kootenai County by KCEMSS, fire protection districts located within Kootenai County, and by the City of Coeur d'Alene. It is the desire of both Kootenai County and KCEMSS to retain this cooperative fire-based system for the exclusive provision of EMT, Advanced 85, Advanced 2011, Paramedic, emergency and non-emergency medical services, and Critical Care service within the County.

Under the JPA, the City is required to provide KCEMSS with sufficient personnel to staff three (3) ambulances at the paramedic level, which shall be available to respond to any location served by KCEMSS. Two of the ambulances must be staffed twenty-four (24) hours a day, seven (7) days a week. One (1) ambulance is to be staffed on a schedule agreed upon between KCEMSS and the City. All personnel for these ambulances will remain employees of the city at all times, and the city is responsible for wages, benefits, and payroll associated fees. Additional ambulances can be staffed by Coeur d'Alene personnel with prior approval of KCEMSS. KCEMSS provides four (4) ambulances for the City to use, with the City maintaining them. These ambulances include heart monitors appropriate for the level of care each unit can provide and in proper working order, subject to budgetary considerations. The ambulances will be stationed at locations within the City's response area that the Fire Chief of the Coeur d'Alene Fire Department and KCEMSS' Chief Officer deem to be reasonable in order to fulfill the City's obligations pursuant to the agreement.

Other parties to the JPA include Northern Lakes Fire Protection District, Kootenai County Fire and Rescue, Timberlake Fire Protection District, Spirit Lake Fire Protection District, Worley Fire

Protection District, Hauser Lake Fire Protection District, Mica-Kidd Island Fire Protection District, and East Side Fire Protection District.

The term of the proposed JPA will expire October 1, 2028, and can be renewed for an additional one year. KCEMSS will receive and retain all user fees it bills and collects from its users for pre-hospital emergency and non-emergency medical services within Kootenai County, including, but not limited to, emergency and non-emergency transports, patient treatment without transport, critical care transports, inter-facility transports and standbys in which KCEMSS equipment is utilized. The city will receive monthly compensation as determined and approved by the Joint Powers Board in the annual budget of KCEMSS. The city can withdraw from the JPA only for certain specified reasons. The JPA contains standard indemnification and insurance provisions.

DECISION POINT/RECOMMENDATION: Council should approve this Master Joint Powers Agreement between Kootenai County Emergency Medical Services System and the City of Coeur d'Alene.

MASTER JOINT POWERS AGREEMENT FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES IN KOOTENAI COUNTY, IDAHO

THIS AGREEMENT is made by and between **Kootenai County**, State of Idaho (hereinafter referred to as "Kootenai County"), the **Kootenai County Emergency Medical Services System** (hereinafter referred to as "KCEMSS"), **Northern Lakes Fire Protection District** (hereinafter referred to as "Northern Lakes"), **Kootenai County Fire and Rescue** (hereinafter referred to as "Kootenai Fire"), the **City of Coeur d'Alene**, State of Idaho (hereinafter referred to as "Coeur d'Alene"), **Timberlake Fire Protection District** (hereinafter referred to as "Timberlake"), **Spirit Lake Fire Protection District** (hereinafter referred to as "Spirit Lake"), **Worley Fire Protection District** (hereinafter referred to as "Worley Fire"), **Mica-Kidd Island Fire Protection District** (hereinafter referred to as "Mica-Kidd Island Fire"), **Hauser Lake Fire Protection District** (hereinafter referred to as "Hauser Fire"), and **East Side Fire Protection District** (hereinafter referred to as "East Side Fire").

RECITALS

A. All of the parties hereto desire to combine and unify pre-hospital emergency medical services, including emergency and non-emergency medical transport services, throughout Kootenai County, and to provide for certainty, consistency and economy in the management and delivery of those services.

B. Title 31, Chapter 39, Idaho Code provides that a county may establish an ambulance service for residents of the county and also enter into cooperative agreements with other governmental entities, private individuals, and corporations, to provide ambulance service for the county, portions thereof, and adjacent counties.

C. The Kootenai County Board of Commissioners, in its capacity as the governing board of the Kootenai County Ambulance District pursuant to Title 31, Chapter 39, Idaho Code, is ultimately responsible for the provision of emergency medical services in Kootenai County. KCEMSS currently holds an ALS-Critical Care EMS transport license issued by the State of Idaho.

D. Idaho Code §§ 67-2326 through 67-2333 provides that public agencies may enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership and/or operation agreements. This Agreement is, and shall be construed as, a joint powers agreement enacted pursuant to the authority cited in the above-cited sections of Idaho Code.

E. KCEMSS is a joint administrative entity formed pursuant to Title 2, Chapter 3, Kootenai County Code, for the express purpose of providing for joint management, provision and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, in Kootenai County by KCEMSS, fire protection districts located within Kootenai County, and by the City of Coeur d'Alene. It is the desire of both Kootenai County and KCEMSS to retain this cooperative fire-based system for the exclusive provision of EMT, Advanced 85, Advanced 2011, Paramedic, emergency and non-emergency medical services, and Critical Care services to the County.

F. The parties to this Agreement other than Kootenai County and KCEMSS mutually desire to assist in providing emergency medical services to the residents of Kootenai County, including ambulance transport services. They shall be collectively referred to hereafter as “Medical Service Providers.”

FOR AND IN CONSIDERATION of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the parties to this Agreement as having been received, the parties mutually promise, covenant and agree as follows:

I. COMMON TERMS

1.1 **Duration:** The duration of this Agreement shall be as provided herein, including both the initial term of this Agreement and all subsequent extensions thereof.

1.1.1 **Initial Term:** The initial term of this Agreement shall be deemed to have commenced retroactive to 12:01 a.m. on October 1, 2024, and shall terminate at 12:01 a.m. on October 1, 2028.

1.1.2 **Renewals and Earned Extensions:** It is further agreed to by the parties hereto that prior to the end of the initial term, and each successive term thereafter, and so long as the material terms of this Agreement have been fulfilled by KCEMSS, KCEMSS shall have the option, at its sole discretion, to renew this Agreement with the Kootenai County Board of Commissioners for an additional term of one (1) year, on the same terms and conditions as set forth herein, except that KCEMSS shall also have the right to negotiate a reasonable tax levy and user fee increase with Kootenai County prior to KCEMSS exercising its option to renew this Agreement. KCEMSS must provide Kootenai County with written notice of its intent to exercise its option to renew no later than sixty (60) days prior to the expiration of the then-current term; provided, that submittal of an annual budget to the Kootenai County Board of Commissioners for the succeeding fiscal year shall be sufficient to satisfy this requirement. Prior to giving notice of its intent to exercise its option to renew this Agreement, KCEMSS shall meet with all of the Medical Service Providers at least thirty (30) days prior to KCEMSS’ public budget hearing who are parties thereto and negotiate the amounts of the monthly payments and other specific conditions required to renew their continued performance under this Agreement for the next term.

1.2 **Organization, Composition and Nature of KCEMSS:** KCEMSS is a joint administrative entity formed pursuant to Title 2, Chapter 3, Kootenai County Code, for the express purpose of providing for joint management, finance, provision and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, in Kootenai County. The member entities to this agreement shall be composed of Kootenai County, KCEMSS, City of Coeur d’Alene, and each of the fire protection districts which have executed this Agreement. KCEMSS shall be operated by a joint powers board (hereinafter referred to as the “JPB” and described in KCEMSS’ by-laws) and shall be the party hereto which shall be primarily responsible for organizing and

managing the provision of emergency and non-emergency medical services in Kootenai County.

- 1.3 **Purpose:** Kootenai County, by the terms of this Agreement, hereby authorizes KCEMSS, by itself and with the agreement and assistance of the other Medical Service Providers who are party to this Agreement, to operate and manage Kootenai County's pre-hospital emergency medical services system, including critical care, advanced and basic life support services, and emergency and non-emergency medical transport services.

1.4. **Manner of Financing and Budgeting.**

1.4.1 **User Fees:** Kootenai County hereby authorizes KCEMSS to receive and retain all user fees KCEMSS bills and collects from KCEMSS users for pre-hospital emergency and non-emergency medical services within Kootenai County, including, but not limited to, emergency and non-emergency transports, patient treatment without transport, critical care transports, inter-facility transports and standbys in which KCEMSS equipment is utilized. The parties further agree that KCEMSS staff will make recommendations to the JPB on proposed changes to the user fee schedule, if any, annually and if approved shall forward the recommendation to the Kootenai County Board of Commissioners for their final approval.

1.4.2 **Budget and Levy:** In addition, KCEMSS shall annually submit a budget to the Kootenai County Board of Commissioners and to the Kootenai County Auditor, which shall include the amount of County tax revenues that KCEMSS believes it shall require in order to administer the duties of KCEMSS and the Medical Service Providers pursuant to the terms of this Agreement. KCEMSS shall present the budget to Kootenai County on or before August 10th of each year that this Agreement is in effect. Prior to doing so, KCEMSS shall have first met and conferred with the Medical Service Providers hereto, and the JPB shall have conducted at least one (1) public hearing on the proposed budget. The budget shall include all costs of operation, including those amounts due to the Medical Service Providers hereto, and an estimate of anticipated revenues. Upon approval of KCEMSS' budget by the Kootenai County Board of Commissioners, which shall occur in conjunction with the approval of the County's annual budget, the Board of Commissioners shall then set the amount of the County's emergency medical services levy in an amount sufficient to fund that portion of KCEMSS' budget that is to be funded by County tax revenue. Kootenai County shall collect the taxes due pursuant to said levy and then provide all of those revenues to KCEMSS.

1.4.3 **Waiver of Charges:** The parties further mutually covenant and agree that Kootenai County shall waive all fees, assessments, or other charges for county services related to the operation of KCEMSS, to the extent permitted by law, except as may be provided pursuant to subsequent mutual agreement.

- 1.4.4 **Compensation:** The monthly compensation to be paid to each Medical Service Provider shall be as determined and approved by the JPB in the annual budget of KCEMSS, unless otherwise outlined for specific services within this agreement. However, the withdrawal of a Medical Service Provider from KCEMSS or the termination of a Medical Service Provider from KCEMSS for cause pursuant to Subsection 1.5 below, shall relieve KCEMSS of any obligation under this section beginning on the effective date of withdrawal or termination.

1.5 **Withdrawal and Termination.**

- 1.5.1 **Withdrawal Rights:** No party shall withdraw from this Agreement except under one or more of the following circumstances:

- a. the party seeking to withdraw is insolvent;
- b. there has been a judicial determination that it is unlawful for the party to continue to perform under the terms of this Agreement;
- c. payments to a party as set forth in this Agreement are at least ninety (90) days past due; or
- d. a material breach of any other term of this Agreement has occurred.

A party seeking to withdraw from this Agreement shall give KCEMSS and Kootenai County at least ninety (90) days' written notice before such withdrawal shall become effective. A withdrawal for reasons (c) or (d) above shall be null and void, and have no force or effect, if the condition(s) giving rise to the withdrawal are cured to the reasonable satisfaction of the party seeking to withdraw, by KCEMSS and/or Kootenai County within ninety (90) days after the date on which notice of withdrawal is received by KCEMSS or Kootenai County, whichever is later.

The withdrawal of any one party from this Agreement pursuant to this subsection shall not constitute a termination of the entire Agreement, and KCEMSS and remaining Medical Service Providers hereto shall continue to arrange to provide service to Kootenai County for the remainder of the contract term.

1.5.2 **Termination.**

- a. For Cause. This Agreement may be terminated for cause with respect to any party found by KCEMSS or Kootenai County to be in default of this Agreement with ninety (90) days' written notice to the defaulting party specifying the reasons for the default; provided, however, that such termination shall be null and void, and have no force or effect, if the default is cured to the reasonable satisfaction of KCEMSS and/or Kootenai County within ninety (90) days after the date on which notice of withdrawal is received by the defaulting party. "Default," for purposes of this subsection, shall mean any violation or breach of any covenant, agreement, term or condition of this Agreement, or the failure

to keep or perform any covenant, agreement, term or condition of this Agreement.

- b. For Non-Appropriation of Funds. The obligations of the parties set forth in this Agreement with respect to any expenditure of funds, or any assumption of indebtedness or liability, are subject to appropriation by each party's governing board to satisfy such obligations. Each party's obligations under this Agreement during subsequent fiscal years are dependent upon the same action. If any party to this Agreement does not make such necessary appropriation for any fiscal year for reason of financial hardship, this Agreement shall terminate as to that party effective at the end of the then-current fiscal year, and the terminating party will not be obligated to make any payments under this Agreement beyond the amounts previously appropriated.

The terminating party shall provide written notice of non-appropriation of funds within thirty (30) calendar days after such action is completed by that party's governing board. However, the failure to timely provide such notice shall not extend the term of this Agreement as to the terminating party into a fiscal year in which sufficient funds have not been appropriated.

- c. Effect of Termination of Party for Cause. The termination of any party for cause or for non-appropriation of funds pursuant to this subsection shall not constitute a termination of the entire Agreement, and KCEMSS and remaining Medical Service Providers hereto shall continue to arrange to provide service to Kootenai County for the remainder of the contract term.

- 1.6 **Best Efforts:** All of the parties hereto further mutually covenant and agree to deal with each other, at all times, in good faith, particularly with respect to Kootenai County's review of KCEMSS' performance levels and standards, and the County's approval of KCEMSS' user fee schedule and annual budget. The parties agree to do all things, to the extent reasonably practicable, to settle disputes amicably and quickly, and to forge a mutually beneficial and long lasting working relationship.
- 1.7 **EMS Standards:** It is further agreed by all of the parties hereto that they shall all abide by the applicable standards and requirements of the Idaho Department of Health and Welfare, EMS Bureau (hereinafter referred to as the "EMS Bureau"), as set forth in the Rules for EMS Personnel, IDAPA 22.01.06, the Rules Governing Emergency Medical Services, IDAPA 16.02.03, and Standards Manuals as developed and published by the EMS Bureau, as well as the Kootenai County EMS Ordinance, Title 2, Chapter 3, Kootenai County Code, all policies and protocols of KCEMSS and all ordinances and administrative rules developed and enacted by federal, state, or local government.
- 1.8 **Stationing of Vehicles:** Notwithstanding any other provision of this Agreement, each Medical Service Provider shall ensure that all ambulances used in the provision of EMS services pursuant to this Agreement are stationed within KCEMSS' service area and are staffed at all times as prescribed in this Agreement. Ambulances shall be used for the

provision of emergency service and regular service provider departmental duties only. The Kootenai County Ambulance Deployment Plan must also be reviewed and agreed upon annually by KCEMSS and the transport agencies.

1.9 **Data Monitoring and Reporting:** KCEMSS will regularly monitor both chute and response times (as defined below) and report those on a monthly basis. KCEMSS and partner agencies will establish a standard that is based on data and EMS standards, and is mutually agreeable. KCEMSS and Medical Service Providers will establish a standard for both chute and response times which takes into account the likelihood that slight variations in response times for each department may occur as a result of variations in geography or areas of coverage.

- Chute Times – The time from notification of the department of a pending call until the first EMS unit (ambulance or engine) is en route on all emergency and non-emergency calls.
- Response Times – The time from which the first responding unit goes en route to an incident until it arrives on scene.
- On Scene Time – The time from when the first unit arrives on scene until the call is terminated or transport is initiated.
- Turn Around Time – The time from when a unit arrives at the transport destination until it becomes available.

1.10 **Indemnification.**

1.10.1 Each of the Medical Service Providers hereto mutually covenants and agrees that it shall indemnify, defend and hold harmless KCEMSS and Kootenai County and their officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the Medical Service Providers' agents, employees or representatives under this Agreement to the extent allowed by law.

1.10.2 KCEMSS agrees to indemnify, defend and hold harmless the Medical Service Providers and Kootenai County and their officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of KCEMSS and its agents, employees or representatives, excluding Kootenai County and the Medical Service Providers who are party hereto, and including KCEMSS' Medical Director(s), under this Agreement to the extent allowed by law.

1.10.3 Kootenai County agrees to indemnify, defend and hold all of the other parties to this Agreement harmless from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Kootenai County,

its agents, employees or representatives under this Agreement to the extent allowed by law.

1.11 Insurance: Notwithstanding the provisions of Section 1.10 above:

1.11.1 KCEMSS agrees to maintain liability and collision insurance on the vehicles which it owns, including the ones that it is allowing various Medical Service Providers hereto to use, as stated in more detail later in this Agreement.

1.11.2 Except as provided in Paragraph 1.11.1 above, each of the parties hereto shall maintain a comprehensive general liability insurance policy, or equivalent self-insurance, at all times during the term of this Agreement, including coverage against any and all suits, claims, losses, actions, damages or liability for injury to persons or damage to property arising out of or in connection with the said party's acts. Said insurance policies shall have a limit of at least five hundred thousand dollars (\$500,000.00) with respect to claims brought pursuant to the Idaho Tort Claims Act, Title 6, Chapter 9, Idaho Code, and at least two million dollars (\$2,000,000.00) for all other claims.

1.11.3 Each Medical Service Provider hereto shall provide KCEMSS and Kootenai County with proof of insurance consistent with the above provisions on or before the 15th of September annually. In addition, each Medical Service Provider that houses or drives a KCEMSS-owned vehicle must provide KCEMSS with a current copy of its vehicle accident policy and/or procedure no later than September 15th annually. Additionally, each Medical Service Provider that allows observer or student ride-alongs must provide a copy of their ride-along policy and release forms to KCEMSS no later than September 15th annually. Failure to provide any of the documentation required herein will result in a suspension of regular payments for the Medical Service Provider until such documentation is provided.

1.12 Annual Report: KCEMSS shall provide the JPB with a written Annual Report concerning the status of KCEMSS' operation annually each year. The report will include, at a minimum, a certified copy of KCEMSS' audited financial statement for the previous fiscal year, as well as key performance data. The Chief Officer for KCEMSS shall present the report to the JPB. The annual report should be completed no later than March 1st of every year. The report will be available to all member agencies.

II. ADDITIONAL RESPONSIBILITIES OF KOOTENAI COUNTY

2.1 EMS Levy: Kootenai County shall assess and collect the county EMS tax levy and pay all amounts collected to KCEMSS periodically as the tax revenues are received by Kootenai County, with the two major annual payments occurring in January and July of each year that this Agreement is in effect. The County shall also promptly pay all monies to KCEMSS that it receives from the State of Idaho or Federal Government in the form of a fee or subsidy for County EMS providers.

- 2.2 **Financial Advice:** The JPB shall stay apprised of KCEMSS' financial situation and consult with the Kootenai County Board of Commissioners. KCEMSS may also employ, retain, or consult with other qualified financial managers. Nothing in this provision shall prevent KCEMSS from employing or retaining financial counsel of its choice.
- 2.3 **Legal Counsel:** The Kootenai County Prosecuting Attorney may make one or more attorneys available to KCEMSS from time to time in order to provide legal advice to KCEMSS, and to consult with the JPB concerning the same, to the extent that the provision of such advice does not give rise to a conflict of interest between KCEMSS and Kootenai County, or to the extent that any such conflict is waived by the County and KCEMSS. Nothing in this provision shall prevent KCEMSS from employing or retaining legal counsel of its choice.

III. ADDITIONAL RESPONSIBILITIES OF KCEMSS

- 3.1 **Joint Powers Board:** KCEMSS shall be governed by the JPB, whose members shall be selected in accordance with the terms set forth in KCEMSS' bylaws. The JPB shall meet on a regular basis as provided in KCEMSS' bylaws. The JPB shall be responsible for setting the annual user fee schedule and the annual budget, and for submitting each of these to the Kootenai County Board of Commissioners for final approval. The JPB shall be primarily responsible for administering this Agreement.
- 3.2 **Chief Officer:** KCEMSS shall have a Chief Officer. The Chief Officer shall be responsible for overseeing the services provided by the Medical Service Providers within the scope of the State License and the needs of KCEMSS.
- 3.3 **Medical Director:** KCEMSS shall contract with one or more qualified physicians, or group of physicians, to act as KCEMSS' Medical Director. KCEMSS shall work with the Medical Director to develop and implement a satisfactory medical supervision plan for the provision of medical services in Kootenai County. KCEMSS will provide training materials related to medical protocols to each Medical Service Provider.
- 3.4 **Billing:** KCEMSS will provide an efficient method by which the charges for the services of the Medical Service Providers hereto can be billed, collected, and distributed. To this end, KCEMSS is hereby authorized to contract for billing and collection services.
- 3.5 **Payments to Providers:** KCEMSS shall have the responsibility to pay the Medical Service Providers for their services as determined and approved in the annual budget of KCEMSS.
- 3.6 **Vehicles.**
- 3.6.1 **Procurement.** All ambulances purchased by KCEMSS shall comply with one of the following current standards:
- a. Commission on Accreditation of Ambulance Services (CAAS) Ground Vehicle Standard (GVS); or

- b. National Fire Protection Agency (NFPA) 1917 Standard for Automotive Ambulances.

Any need for a deviation from the standards shall be documented and shared with the member agencies.

3.6.2 **Assignment.** KCEMSS shall assign ambulances to agencies per the “Specific Terms” for each respective transport agency. KCEMSS will provide fuel cards and vehicle maintenance on all KCEMSS-owned vehicles with exceptions listed under Section IV of this Agreement, entitled “General Requirements of all Medical Service Providers.”

3.7 **Disposable Supplies:** KCEMSS will provide disposable medical supplies to the member agencies for KCEMSS owned ambulances and state licensed QRU response vehicles owned by transport agencies. This will be done through an electronic system selected by KCEMSS. Quantities and orders will be based on actual usage data and pre-determined PAR levels. This will be different for every member agency.

3.8 **Other Equipment and Supplies:** KCEMSS will provide other equipment and supplies as are reasonably necessary to stock the ambulances owned by KCEMSS according to the then-current equipment standards promulgated by the Idaho EMS Bureau.

3.9 **Critical Care Transport Program:** KCEMSS agrees to the following terms with Kootenai Fire on the established Critical Care Transport Program:

- a. KCEMSS will continue to provide the screening and billing for all CCT calls.
- b. KCEMSS agrees to pay Kootenai Fire in the amount of one hundred and thirty thousand dollars (\$130,000.00) per year to provide CCT Coverage.
- c. KCEMSS further agrees to pay Kootenai Fire 75% of all patient fees collected on CCT transports, minus the \$130,000 annual fee. Once 375 CCT calls have been reached in a given year, Kootenai Fire will be paid 50% of all fees collected on CCT Transports above the initial 375 CCT calls. Due to the time it takes to collect all funds, KCEMSS will pay Kootenai Fire the percentage agreed upon on all collected funds to date by August 31st of the following year, and will settle in full once all collections are in.
- d. KCEMSS will pay Kootenai Fire for documented (receipt provided) CCT training in an amount not to exceed three thousand dollars (\$3,000.00) per year. Additional training which would exceed this amount shall be as negotiated between KCFR and KCEMSS.
- e. KCEMSS will provide a medical director to assist Kootenai Fire in the QA/QI process of the CCT program.

- f. KCEMSS will supply all supplies and equipment (excluding vehicles) for the CCT program to function.
- g. KCEMSS will actively advertise the CCT program in conjunction with Kootenai Fire and will otherwise make its best efforts to increase call volume.

IV. GENERAL REQUIREMENTS OF ALL MEDICAL SERVICE PROVIDERS

- 4.1 **Credentials/Licensing:** Medical Service Providers will ensure that all crew members are trained, licensed and credentialed (per Idaho EMS Regulations) at the level of care they are providing. Medical Service Providers will ensure that none of their crew members are listed on the OIG Exclusion database. It is the responsibility of the Medical Service Provider to check the exclusion database on all their providers on a regular basis. Crew members whose license has expired, or credentialing is not signed and submitted to KCEMSS shall be immediately pulled from service in the field until the license is renewed. If a Medical Service Provider allows a provider to provide care while their license is expired, or while listed on the Exclusion Database, said Medical Service Provider will provide KCEMSS reimbursement (at the appropriate reimbursable rate) for all revenue lost as a result. Medical Service Providers shall communicate with KCEMSS regarding medical performance issues whenever they arise.
- 4.2 **Patient Care Report (PCR) Writing:** Utilize the software program provided by KCEMSS for report writing and billing purposes (hereinafter referred to as “the Software”) in accordance with the following requirements:
 - a. Every medical response must have a completed patient care report created within the Software. Medical responses are defined as “any response that a licensed EMS unit is dispatched to and goes en route.” The severity of the illness or injury can and will not dictate or influence the Medical Service Provider’s decision to complete a patient care report. All Medical Service Providers must be trained on the proper use of the software. All Medical Service Providers must follow KCEMSS’ documentation policy.
 - b. Once established, each Medical Service Provider will devise a system to ensure that all medical call reports are completed as outlined in KCEMSS’ documentation policy and accounted for daily. Failure to create a **complete** patient care report for any call will result in a funding penalty to the Medical Service Provider to the level of allowable reimbursement per KCEMSS’ billing contract(s). Repeated failure to obtain corresponding documentation (such as, but not limited to: ABNs, PCSs and other related forms) will result in a funding penalty to the Medical Service Provider in the amount of loss that the lack of documentation created. “Repeated failure” means that written documentation from KCEMSS to the Medical Service Provider exists that specifically outlines a lack of compliance with this policy on more than one occasion.
 - c. All medical personnel must be sufficiently trained to write a complete patient care report within the Software. KCEMSS, in partnership with each Medical Service

Provider, shall provide adequate training on how to properly complete a patient care report, including rules and regulations on signatures.

- d. All Medical Service Providers must maintain a policy for ensuring the accuracy and completion of all documentation and forms. These policies must be submitted to KCEMSS with updates when these policies are reviewed and updated.
 - e. KCEMSS must be advised of any personnel changes as they relate to EMS Licensed personnel. This notification must take place within 1 hour of any individual who needs to have their access rights to the EMS system terminated.
 - f. All patient care documentation that is not part of KCEMSS' reporting software should be placed in KCEMSS' designated drop off location.
 - g. Patient refusal documentation should follow KCEMSS' documentation policy.
- 4.3 **Protocols:** Provide emergency medical care in accordance with the protocols which have been established and/or revised by KCEMSS in consultation with the Medical Director(s).
- 4.4 **Medical Equipment:** Assume responsibility for proper care and daily maintenance checks, per KCEMSS' policies and procedures, on all KCEMSS-owned medical equipment. Faulty or missing medical equipment shall be reported to KCEMSS immediately. Medical Service Providers shall deliver and pick up medical equipment to/from the facility designated by KCEMSS for scheduled maintenance unless other arrangements are approved.
- 4.5 **Damage or loss of non-disposable equipment provided by KCEMSS:** If, during the course of reasonable EMS response, non-disposable medical equipment is damaged, destroyed, or lost, the Medical Service Provider will report, in a timely fashion, said damage or loss and reason for such damage to the EMS Duty Chief of KCEMSS. Failure to do so, or if the damage/loss occurred for any reason not in the provision of regular EMS service, the Medical Service Provider shall be responsible for reimbursement of costs to repair or replace said equipment to KCEMSS.
- 4.6 **Medical Supplies:** Assume responsibility for proper storage and accountability of medical supplies and equipment purchased by KCEMSS. Medical supplies and equipment purchased by KCEMSS shall **only** be used for patient care and/or medical training.
- 4.7 **Training:** Provide training for their personnel in accordance with the licensure requirements of the Federal Government, State of Idaho and KCEMSS. KCEMSS shall be granted access to training compliance upon request. At a minimum each person credentialed by KCEMSS should receive documented, initial and ongoing training within certification cycle by the Medical Service Provider on the following subjects:
- a. Emergency vehicle operations;
 - b. HIPAA;

- c. Documentation which complies with Federal, State and KCEMSS documentation and billing requirements;
- d. Optional Modules based on certification level;
- e. CPR; and
- f. Other education deemed necessary by KCEMSS for development and/or training.

4.8 **Maintenance, Repair, and Fuel Expenses:**

- a. KCEMSS-Owned Vehicles. It shall be the responsibility of all Medical Service Providers to ensure that all KCEMSS-owned vehicles are properly cared for and maintained. Once established, each medical service provider with transport units shall follow KCEMSS' Ambulance use and care policy and KCEMSS' vehicle and equipment inspection policies. These policies will be provided to each Medical Service Provider annually or whenever a change is made to said policy.

All Medical Service Providers shall promptly report any and all necessary repairs or maintenance issues to KCEMSS per KCEMSS Policies. KCEMSS shall pay for maintenance and fuel expenses for all KCEMSS-owned vehicles; provided, however, that any cost or expense incurred by KCEMSS as a result of a failure to comply with any requirement contained in this subsection, including but not limited to the cost of any necessary repairs or maintenance that is incurred due to actions not in the provision of regular EMS duties or response, shall be reimbursed to KCEMSS by the Medical Service Provider. Fuel cards issued by KCEMSS shall be used to fuel KCEMSS-owned vehicles only. All KCEMSS-owned vehicles shall be subject to inspection by KCEMSS personnel.

- b. Vehicles Owned by Medical Service Providers. Medical Service Providers which own and operate their own medical response vehicles shall provide and pay for collision and liability insurance on all vehicles listed on the KCEMSS State EMS License. Medical Service Providers will be responsible for all maintenance, repair, and fuel expenses for such vehicles. Any cost or expense incurred by KCEMSS as a result of a failure to comply with any requirement contained in this subsection, including but not limited to the cost of any necessary repairs, maintenance, or the temporary use of a KCEMSS-owned vehicle, shall be reimbursed to KCEMSS by the medical service provider.

4.9 **Vehicle Accident Procedure:** Comply with the following procedure in the event of an accident involving a KCEMSS-owned vehicle:

- a. Contact dispatch immediately and request appropriate services, i.e. police, fire, and a backup vehicle if needed. Take the unit out of service immediately.
- b. Contact all occupants of vehicles involved in the collision and check for injuries.
- c. Render care to those who are injured if possible or needed until help arrives.
- d. Have a non-involved Medical Service Provider respond to evaluate the occupants of other vehicles.

- e. Ensure that a patient refusal form is completed on each occupant of any vehicle involved in the accident regardless of injuries.
 - f. Move the vehicle if requested by Law Enforcement to do so and movement of the vehicle is possible.
 - g. Collect information regarding witnesses, other drivers, involved parties and those injured.
 - h. Contact KCEMSS' on-call EMS Duty Chief immediately if a private vehicle has been damaged, an injury has occurred, or if it is questionable as to whether the ambulance can stay in service.
 - i. All attendants in KCEMSS-owned vehicle must complete a written report to be submitted to KCEMSS administrative office within 24 hours of the incident.
- 4.10 **Infection Control:** Comply with KCEMSS' Infection Control plan.
- 4.11 **Critical Care Transports:** Agencies which perform Critical Care Transports shall provide one Paramedic in the patient compartment with the Nurse or CCT Paramedic during the patient transport. Ambulances must be at the designated rendezvous location with the CCT nurse/paramedic within twenty (20) minutes of notification of the response.
- 4.12 **Long Distance Transports:** Long distance transports will be performed in accordance with KCEMSS' Long Distance Transport Policy.
- 4.13 **Quality Improvement/Quality Assurance Plan:** Each Medical Service Provider will develop and adhere to their own Quality Assurance/Quality Improvement (QA/QI) Plan. Each Medical Service Provider plan will be submitted to KCEMSS and approved by the Medical Director(s). Each ALS Medical Service Provider shall provide quarterly QA/QI reports to the Medical Director. KCEMSS will provide QA/QI access rights to designated personnel within each agency to perform auditing and oversight functions. The KCEMSS Chief Officer will authorize report writing licenses in the Insights software on a case-by-case basis due to the associated annual cost.
- 4.14 **HIPAA:** All Medical Service Providers shall comply with HIPAA regulations and implement appropriate safeguards to prevent unauthorized use or disclosure of protected health information (PHI) it receives or creates on behalf of KCEMSS.
- a. Medical Service Providers shall have written HIPAA policies that cover all Federal and State privacy and security requirements.
 - b. Medical Service Providers shall make available to the U.S. Department of Health and Human Services (HHS) its internal practices, books, and records relating to the use and disclosure of PHI created or received by the Medical Service Provider on behalf of KCEMSS when requested.

- c. Any subcontractor a Medical Service Provider may engage on its behalf that will have access to PHI shall agree to the same restrictions and conditions that apply to the agency.
- d. Medical Service Providers shall report to KCEMSS any use or disclosure of PHI not provided for by this agreement of which it becomes aware, including breaches of unsecured PHI within 24 hours of discovery.
- e. Medical Service Providers, in coordination with KCEMSS, shall be responsible for following HIPAA breach notification regulations and for sending out breach notifications to individuals, the HHS Office for Civil Rights (OCR) and potentially the media. Medical Service Providers will be responsible for all costs associated with breach notification and potential fines caused by their agency.
- f. Patient Care Reports (PCRs) shall be created electronically within the encrypted software system supplied by KCEMSS and synced with the database as soon as possible but no later than the end of shift.
- g. Paper PHI received or created shall be safeguarded and delivered to the appropriate location as follows: sending facilities' patient history information provided to a crew for transport to another medical facility shall be transferred to the receiving medical facility with one exception: Physician Certification Statements (PCSs) shall be delivered to KCEMSS at their designated drop off location identified. If the sending facility provides paper PHI but the receiving location is not a medical facility (i.e. home), all paper PHI will be delivered to KCEMSS' designated drop off location. If the receiving facility declines to receive paper PHI, it must all be turned over to KCEMSS' designated drop off location.
- h. PHI shall not be copied, printed, photographed or downloaded to personal or agency systems. Redacted PHI may be used for internal training purposes only and shall be shredded or deleted when completed.
- i. PHI shall not be saved on KCEMSS tablets outside the encrypted protection of the software system supplied by KCEMSS.
- j. Personnel who create or access PHI shall receive documented HIPAA training upon employment with adequate refresher courses.
- k. Upon personnel termination of employment, the Medical Service Provider shall notify KCEMSS within one hour of termination so access to PHI can be removed. For personnel that have been move to a position that no longer needs PHI access, or will be submitting their resignation or retiring, the Medical Service Provider shall contact KCEMSS within 24 hours after receiving notice.
- l. A Notice of Privacy Practices statement shall be given to all patients by Medical Service Provider crew members.

- m. All requests for PHI and requests for accounting of PHI shall be directed to KCEMSS' administrative office.
 - n. All requests received from patients for an amendment to their protected health information shall be forwarded to KCEMSS' administration office. KCEMSS shall work with the Medical Service Provider on findings and determination of request.
 - o. Medical Service Providers and their personnel shall not use or further disclose PHI other than as permitted by this Agreement or as required by law.
- 4.15 **Dedicated Standbys:** Medical Service Providers who provide dedicated standbys for events that include the use of a KCEMSS ambulance shall coordinate billing and collections for such services with KCEMSS staff.
- 4.16 Failure to comply with these general requirements by any Medical Service Provider shall entitle KCEMSS to withhold any monies payable to the provider under paragraph 1.4.4 above until the provider complies with such provision(s) and may also be deemed a material breach of this Agreement providing justification for termination of that Medical Service Provider for cause.

V. SPECIFIC TERMS REGARDING NORTHERN LAKES FIRE

- 5.1 **Staffing:** Northern Lakes Fire shall provide KCEMSS with sufficient personnel to staff two (2) ambulances at the paramedic level, which shall be available to respond to any location served by KCEMSS. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. Said personnel shall remain the employees of Northern Lakes Fire at all times, and Northern Lakes Fire shall be responsible for payment of wages, benefits, and payroll associated taxes. Additional ambulances can be staffed by Northern Lakes Fire personnel with prior approval of KCEMSS.
- 5.2 **Vehicles:** KCEMSS will provide three (3) ambulances for Northern Lakes Fire to use. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order subject to budgetary consideration. These ambulances shall be stationed at locations within the fire district that Northern Lakes Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Northern Lakes Fire's obligations pursuant to this Agreement.

VI. SPECIFIC TERMS REGARDING KOOTENAI FIRE

- 6.1 **Ambulance Staffing:** Kootenai Fire shall provide KCEMSS with sufficient personnel to staff two (2) ambulances at the paramedic level, which shall be available to respond to any location served by KCEMSS. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. Said personnel shall remain the employees of Kootenai Fire at all times, and Kootenai Fire shall be responsible for payment of wages, benefits, and payroll associated taxes. Additional ambulances can be staffed by Kootenai Fire personnel with prior approval of KCEMSS.

- 6.2 **Vehicles:** KCEMSS shall provide Kootenai Fire with the use of three (3) ambulances which shall be fully equipped by KCEMSS. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order subject to budgetary consideration. These ambulances shall be stationed at locations within the fire district that Kootenai Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Kootenai Fire's obligations pursuant to this Agreement.
- 6.3 **Critical Care Transport Staffing:** Kootenai Fire agrees to provide critical care level coverage to KCEMSS' response area under the following terms:
- a. Kootenai Fire shall provide a licensed and certified provider that meets State of Idaho and Federal requirements to provide CCT level of care 24 hours a day, 7 days a week.
 - b. Kootenai Fire will respond to requests for CCT services from dispatch and be enroute to the rendezvous point or location of transport within 15 minutes, unless otherwise approved by the KCEMSS Duty Chief.
 - c. All CCT EHR reports will be completed by 0800 the day after the call has been completed.
 - d. Specific standards for reporting will be followed. These standards will be outlined and placed in writing. Any changes will be discussed with Kootenai Fire's EMS Division Chief (or designee) prior to taking place.
 - e. Kootenai Fire agrees to respond to all CCT requests within the normal KCEMSS CCT response area. Any request for CCT services outside of this response area will be discussed with the KCFR EMS Division Chief before the call is accepted by KCEMSS.
 - f. Kootenai Fire responders will follow all KCEMSS policies when functioning as a CCT Provider.

VII. SPECIFIC TERMS REGARDING COEUR D'ALENE

- 7.1 **Staffing:** Coeur d'Alene shall provide KCEMSS with sufficient personnel to staff three (3) ambulances at the paramedic level, which shall be available to respond to any location served by KCEMSS. Two of the above-mentioned ambulances shall be staffed twenty-four (24) hours a day seven (7) days a week. One (1) ambulance shall be staffed on a schedule agreed upon between KCEMSS and Coeur d'Alene. Said personnel shall remain the employees of Coeur d'Alene at all times, and Coeur d'Alene shall be responsible for payment of wages, benefits, and payroll associated fees. Additional ambulances can be staffed by Coeur d'Alene personnel with prior approval of KCEMSS.
- 7.2 **Vehicles:** KCEMSS shall provide four (4) ambulances for Coeur d'Alene to use. This is to include heart monitors, appropriate for the level of care each unit can provide and in proper working order, subject to budgetary considerations. These ambulances shall be stationed at locations within Coeur d'Alene's response area that the Chief Officer of the Coeur

d'Alene fire department and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Coeur d'Alene's obligation pursuant to this agreement.

VIII. SPECIFIC TERMS REGARDING TIMBERLAKE FIRE

- 8.1 **Staffing:** Timberlake Fire shall provide KCEMSS with sufficient personnel to staff one (1) ambulance at the minimum BLS level, which shall be available to respond to any location served by KCEMSS on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of Timberlake Fire at all times, and Timberlake Fire shall be responsible for payment of wages, benefits, and payroll associated taxes. Additional ambulances can be staffed by Timberlake Fire personnel with prior approval of KCEMSS.
- 8.2 **Vehicles:** KCEMSS shall provide Timberlake Fire with the use of two (2) ambulances, which shall be fully equipped by KCEMSS. The ambulances shall be stationed at locations within the fire district that Timberlake Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Timberlake Fire's obligations pursuant to this Agreement.

IX. SPECIFIC TERMS REGARDING SPIRIT LAKE FIRE

- 9.1 **Staffing:** Spirit Lake Fire shall provide KCEMSS with sufficient personnel to staff one (1) ambulance at the minimum BLS level, which shall be available to respond to any location served by KCEMSS on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of Spirit Lake Fire at all times, and Spirit Lake Fire shall be responsible for payment of wages, benefits, and payroll associated taxes. Additional ambulances can be staffed by Spirit Lake Fire personnel with prior approval of KCEMSS.
- 9.2 **Vehicles:** KCEMSS shall provide Spirit Lake Fire with the use of two (2) ambulances, which shall be fully equipped by KCEMSS. The ambulances shall be stationed at locations within the fire district that Spirit Lake Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Spirit Lake Fire's obligations pursuant to this Agreement.

X. SPECIFIC TERMS REGARDING WORLEY FIRE

- 10.1 **Staffing:** Worley Fire shall provide KCEMSS with sufficient personnel to staff one (1) ambulance at the minimum BLS level, which shall be available to respond to any location served by KCEMSS on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of Worley Fire at all times, and Worley Fire shall be responsible for payment of wages, benefits, and payroll associated taxes. Additional ambulances can be staffed by Worley Fire personnel with prior approval of KCEMSS.
- 10.2 **Vehicles:** KCEMSS shall provide Worley Fire with the use of one (1) ambulance, which shall be fully equipped by KCEMSS. The ambulance shall be stationed at a location within

the fire district that Worley Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill Worley Fire's obligations pursuant to this Agreement.

XI. SPECIFIC TERMS REGARDING EAST SIDE FIRE

- 11.1 **Staffing:** East Side Fire will provide KCEMSS with sufficient personnel to staff one EMT level ambulance, which shall be available to respond to any location served by KCEMSS. This ambulance will also be available to respond in East Side Fire's QRU response area that lies within Harrison Ambulance's response area as a QRU and may transport when Harrison Ambulance is not available.
- 11.2 **Vehicles:** KCEMSS will provide one (1) ambulance for the district's use. This ambulance will include all appropriate equipment to meet state licensing requirements. This ambulance shall be stationed at a location within the fire district that East Side Fire's Chief Officer and KCEMSS' Chief Officer deem to be reasonable in order to fulfill East Side Fire's obligations pursuant to this agreement. This ambulance's response area will be determined by the Chief Officer of East Side Fire and the Chief Officer of KCEMSS.

XII. SPECIFIC TERMS REGARDING ALL NON-TRANSPORT QUICK RESPONSE AGENCIES

- 12.1 **All Other Medical Services Providers:** All other Medical Service Providers who are party to this Agreement agree to provide medical first responder services to the geographical areas in which they are located, and to provide mutual aid when they have available resources to do so. They agree to provide at least a first response level of medical services to their areas to the best of their ability. All of these Medical Service Providers agree to provide and be financially responsible for their own personnel, and to provide for their own liability, collision and property insurance.
- 12.2 **Compensation – Additional Terms:** KCEMSS shall pay the budgeted monthly or bi-annual payment obligations to these providers on or before the last day of each month that this Agreement is in effect in accordance with the provisions of Section 1.4.4 above; provided, however, that KCEMSS shall have the flexibility to pay these other Medical Service Providers their annual payments from a combination of monthly payments and/or other lump sum installment payments from tax levy installments KCEMSS receives from Kootenai County from time to time.

XIII. GENERAL PROVISIONS

- 13.1 **Binding Agreement:** This Agreement shall be binding on and shall inure to the benefit of all of the parties hereto. The parties further agree that in order for any modification of this Agreement to be effective, it must be in writing and signed by the parties hereto. This Agreement contains the entire and complete agreement and understanding of the parties, and there are no other agreements, understandings, representations, warranties, or conditions except as stated herein, whether oral or written. This Agreement is the final Agreement of the parties and supersedes all prior agreements, understandings,

representations, warranties, and conditions between the parties relating to its subject matter. This Agreement supersedes and replaces all previously executed agreements between the parties hereto concerning the subject matter set forth herein.

- 13.2 **Agreements with Other Medical Service Providers:** Pursuant to Sections 2-3-4 and 2-3-12, Kootenai County Code, KCEMSS and Kootenai County may enter into agreements with Medical Service Providers other than those which are parties to this Agreement in order to provide for EMS services to those portions of the KCEMSS service area other than those which are served by the parties to this Agreement and/or to provide mutual aid to KCEMSS or any Medical Service Provider operating within Kootenai County. Such agreements may be with public or private entities, and may incorporate any of the terms and conditions contained herein, and any other terms and conditions as the parties may deem appropriate. Such agreements shall not authorize a Medical Service Provider to directly compete with any party to this Agreement for the provision of EMS services.
- 13.3 **Invalidity; Severability:** If any portion of this Agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law. In the event that it should ever be determined by a tribunal having appropriate jurisdiction that this Agreement is illegal or unenforceable as a matter of law, this Agreement shall be deemed to be null and void from its inception, and the parties hereto shall be relieved of any further performance under the terms of this Agreement. In the event that Kootenai County should fail to fund KCEMSS as set forth above, KCEMSS and the Medical Service Providers hereto shall be relieved of any further performance under the terms of this Agreement.
- 13.4 **Comprehension:** The parties hereto further mutually covenant, agree and represent, that the terms of this Agreement have been completely read by them and that the terms of this Agreement are fully understood, binding and voluntarily accepted by them.
- 13.5 **Legal Counsel:** The parties hereto further covenant and agree that this Agreement, in an effort to save on expenses and attorney fees, has been prepared or reviewed by an attorney who provides legal advice to Kootenai County as well as to KCEMSS. All of the parties hereto agree that in order to avoid a conflict of interest, if any party hereto determines it to be advisable, they shall have the right to have this Agreement reviewed with an attorney of their own choosing prior to their execution of this Agreement. The signatures of the parties to this Agreement acknowledge their understanding of this provision, their waiver of any conflict of interest, and that they either did have legal counsel review this Agreement, or knowingly, freely and voluntarily waived their right to do so.
- 13.6 **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.
- 13.7 **Attorney Fees:** Reasonable attorney fees shall be awarded to the prevailing party or parties in any action concerning an alleged breach of this Agreement, or in any action to enforce

this Agreement or to declare forfeiture or termination thereof, as determined by the court in accordance with the applicable provisions of the Idaho Rules of Civil Procedure.

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of County Commissioners of Kootenai County, Idaho.

Chairperson

Deputy Clerk

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Kootenai County Emergency Medical Services System Joint Powers Board.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Northern Lakes Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for Kootenai County Fire and Rescue.

President

Secretary

EXECUTED THIS 18th day of March, 2025, upon a roll call vote of the City Council of the City of Coeur d'Alene.

Mayor

City Clerk

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Timberlake Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Spirit Lake Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Worley Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Hauser Lake Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the Mica-Kidd Island Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2025, upon a roll call vote of the Board of Commissioners for the East Side Fire Protection District.

Chairperson

Secretary

**CITY COUNCIL
STAFF REPORT**

DATE: MARCH 10, 2025
FROM: TODD FEUSIER – STREETS & ENGINEERING DEPT. DIRECTOR
SUBJECT: ADVANCE NOTIFICATION POLICY

DECISION POINT: Should Council approve the Advance Notification Policy?

HISTORY: Each year the City of Coeur d’Alene Streets & Engineering Department issues encroachment permits to contractors to perform construction work within the City rights-of-way, often impacting the traveling public. This proposed policy addresses the issues that are involved with road and lane closures that cause travel delays, and requires contractors to provide ample notice to the public of upcoming lane or street closures.

FINANCIAL ANALYSIS: This policy does not create an additional financial burden on the City because the contractor is responsible for all costs associated with the advance notice. The Streets & Engineering Department has been providing advance notification for public works projects when traffic impacts are expected.

PERFORMANCE ANALYSIS: Approval of this policy will reduce traffic congestion and community frustration during street and lane closures by providing advance notification so the public can allow for additional travel time or modify their travel routes to avoid construction.

DECISION POINT/RECOMMENDATION: City Council should approve the Advance Notification Policy.



City of Coeur d'Alene Street/Lane Closure Advance Notification Policy and Procedures

Introduction

Each year the City of Coeur d'Alene Streets & Engineering Department issues encroachment permits to contractors to perform construction work within the City rights-of-way, often impacting the traveling public. This policy and procedures document discusses the issues that are involved with road and lane closures that cause travel delays, and identifies the requirements for contractors to provide ample notice to the public of upcoming lane or street closures.

Policy Objective

It is the objective of this policy to reduce traffic congestion and community frustration during street and lane closures by requiring advance notification to the public so they can allow for additional travel time and/or modify their travel route to avoid construction. This policy establishes the requirements for contractors to notify the public based on the anticipated level of impact, duration, and location of the project.

Need

Traffic disruptions from construction work within the City rights-of-way not only creates public frustration but also impacts local businesses. This policy and procedure document is necessary to assure that the public is informed of possible traffic delays and thereby improve efficiency in the local street network during street and/or lane closures.

Critical Notification Areas

Specific streets and areas of the City are critical for advance notification. In general, the following streets and areas will require advance notification.

Arterial Streets

Collector Streets

Downtown

Major Entrances to Subdivisions

Near Schools



Advance notification requirements for all other streets and locations will be determined by the Streets & Engineering Department on a case-by-case basis.

Requirements of Advance Notification

Advance notification shall be provided for street and lane closures, as outlined in this policy, three business days prior to the closure. An approved encroachment permit must be obtained from the Streets & Engineering Department prior to any closures. Notification to the traveling public may be in the form of electronic message boards or standard construction signage meeting the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), most recent edition. Signage must be placed on all directions of travel likely to be impacted by the street or lane closure. Detours must be as direct as feasible, with clear signage to avoid confusion. All detour signs must state the name of the street closed. Side street closures must state "Side Street" or the street's name on the closure signs. Those who fail to obtain an encroachment permit and/or abide by these policies and procedures will be in violation of City of Coeur d'Alene Municipal Code § 12.44.020 and will receive a stop work order, and be subject to all applicable civil penalties and fines. Furthermore, it shall be the responsibility of the encroachment permit applicant to make direct contact with all property owners, residents, and/or business owners who will be impacted by the proposed work.

Maintenance of Advance Signage

Throughout the duration of the street or lane closure, the contractor must ensure that all appropriate signage is in place and meeting the intent of this policy. Some adjustments to signage may be needed depending on the impacts to the traveling public and local business, as directed by the Streets & Engineering Department. Contact information for the project's Traffic Control Manager (TCM) must be provided to the Streets & Engineering Department with the encroachment permit. The TCM must be available at all times to make adjustments deemed necessary by the City. Signage must not block pedestrian or bicycle travel unless approved detours are provided. The contractor is responsible for securing permissions and/or applicable permitting by the regulatory agency for any signage location not within City right-of-way. The City of Coeur d'Alene will not modify or maintain public traffic control devices within a contractor's work zone. It is imperative that the contact information provided for the Traffic Control Manager is accurate and kept up-to-date. If the City finds the work zone's traffic control



devices in need of maintenance or modification, we will attempt to contact the number that is listed on the contractor's approved traffic control plan. If a qualified person is not readily available to remedy the concerns, a stop work order may be issued, and all signage and private traffic control devices must be promptly removed from the right-of-way. The City reserves the right to remove all non-conforming private traffic control devices placed by the contractor or its agents. The contractor will be invoiced for any and all expenses incurred by the City to remedy work zone and traffic control issues whenever the contractor failure to comply with this policy.

Responsibility for Associated Costs

The contractor shall be solely responsible for all costs incurred for setup and maintenance of required traffic control and advance notification, and any damages to the traffic control devices or other property arising out of the use of the traffic control devices placed by the contractor.

GENERAL SERVICES/PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: March 10, 2025
FROM: Justin Kimberling, Assistant Streets & Engineering Director
SUBJECT: DECLARE USED EQUIPMENT AS SURPLUS

DECISION POINT: Should Council declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold at auction?

HISTORY: As vehicles and equipment reach their end of usefulness to the City, they are brought to Council to be declared as surplus and auctioned off. Currently, the following items are deemed at their end-of-service life period. The Streets & Engineering Departments request they be deemed surplus:

1. **ST229- 2004 International Dump Truck Vin#1HTWYahr64J020459**
2. **ST218- 2007 Ford F-150 Vin#1FTRF14W17KC10019**
3. **TIRES- Miscellaneous (old, no longer fit City vehicles)**
4. **2 Shop Constructed Barricade Trailers (no vin# or titles)**
5. **ST238- 1997 Case Backhoe Vin#JJG0233934 (not titled)**
6. **ST271- 2015 Tymco 600 Air Sweeper Vin#1HTMMAAN4FH621163**
7. **DRNG1064- 2004 Ford E450 TV Truck Vin#1FDXE45P14HA86712**

PERFORMANCE ANALYSIS: These items were offered to other City Departments before being listed as surplus. No other Department claimed any of the equipment. Therefore, this equipment has been deemed to be of no value to the City.

FINANCIAL ANALYSIS: The auction house retains a percentage of the bid auction item for its services, and there is very minimal cost to the City to shuttle items to the auction house in Post Falls.

DECISION POINT / RECOMMENDATION: Council should declare the various pieces of used equipment and items as surplus and authorize the surplus items to be sold at auction.

ST229- 2004 International Dump Truck
Vin#1HTWYAHR64J020459 Mileage: 72,752



ST218- 2007 Ford F-150 Vin#1FTRF14W17KC10019
TIRES- Miscellaneous (old, no longer fit City vehicles)



Mileage: 133,948



2 Shop Constructed Barricade Trailers (no vin# or titles)



ST238- 1997 Case Backhoe Vin#JJG0233934 (not titled) Hours: 6067



ST271-2015 TYMCO 600 AIR SWEEPER
Vin#1HTMMAAN4FH621163



Mileage: 42,660

Hours: 6159



DRNG1064- 2004 FORD E450 TV TRUCK
Vin#1FDXE45P14HA86712
Mileage: 16,399



OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: MARCH 18, 2025
FROM: RENATA MCLEOD; MUNICIPAL SERVICES DIRECTOR
SUBJECT: READOPTION OF ORDINANCE 3745-A

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DECISION POINT: Should the Council re-adopt Ordinance 3745?

HISTORY: On December 17, 2024, Council adopted Ordinance 3745, annexing approximately 2.116 acres of land at the request of the owner, JBR Landholdings, LLC. State law provides that an annexation ordinance will be effective upon publication. Additionally, Idaho Code §§ 50-901 and 50-222(6) require the City to publish a summary of an annexation ordinance within 30 days of passage. This Ordinance was inadvertently not published within 30 days of its passage and, therefore, cannot go into effect. Therefore, staff requests that Council readopt the ordinance as Ordinance 3745-a. Staff will then publish it within thirty days so that it becomes effective. The City Attorney has determined that Council need not redo any of the meetings, hearings, discussion, etc., preparatory to adoption of the Ordinance.

FINANCIAL ANALYSIS: A publication fee is charged by the CDA Press and would be approximately \$47.00, which would have been charged for the original Ordinance.

DECISION POINT/RECOMMENDATION: City Council should adopt Ordinance 3745-a.

ORDINANCE NO. 3745a
COUNCIL BILL NO. 24-1023

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 1, TOWNSHIP 50N, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS R-12 (RESIDENTIAL AT 12 UNITS PER ACRE); REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

NOW, THEREFORE,

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

SECTION 1. That the following described property contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, to wit:

The south 325 feet, less the south 185 feet, of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; said parcel being more particularly described as follows:

Commencing at the east quarter corner of said Section 1; thence North 00°19'37" east, along the east line of said section 1, a distance of 185.00 feet to the current Coeur d'Alene city limits and the true point of beginning; thence along said city limits north 89°23'55" west 658.15 feet; thence north 00°12'22" east 140.00 feet; thence departing said city limits south 89°23'55" east 658.47 feet to the current Coeur d'Alene city limits and the east line of said section 1; thence south 00°19'37" west, along said city limits, 140.00 feet to the true point of beginning.

Containing 2.116 acres, more or less.

be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-12 (Residential at 12 units per acre).

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

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on March 18th, 2025.

APPROVED by the Mayor this 18th day of March, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3745a
A-2-24 – JBR Landholdings, LLC – 3415 N. 15th Street

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 1, TOWNSHIP 50N, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED AS R-12 (RESIDENTIAL AT 12 UNITS PER ACRE); REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3745a IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

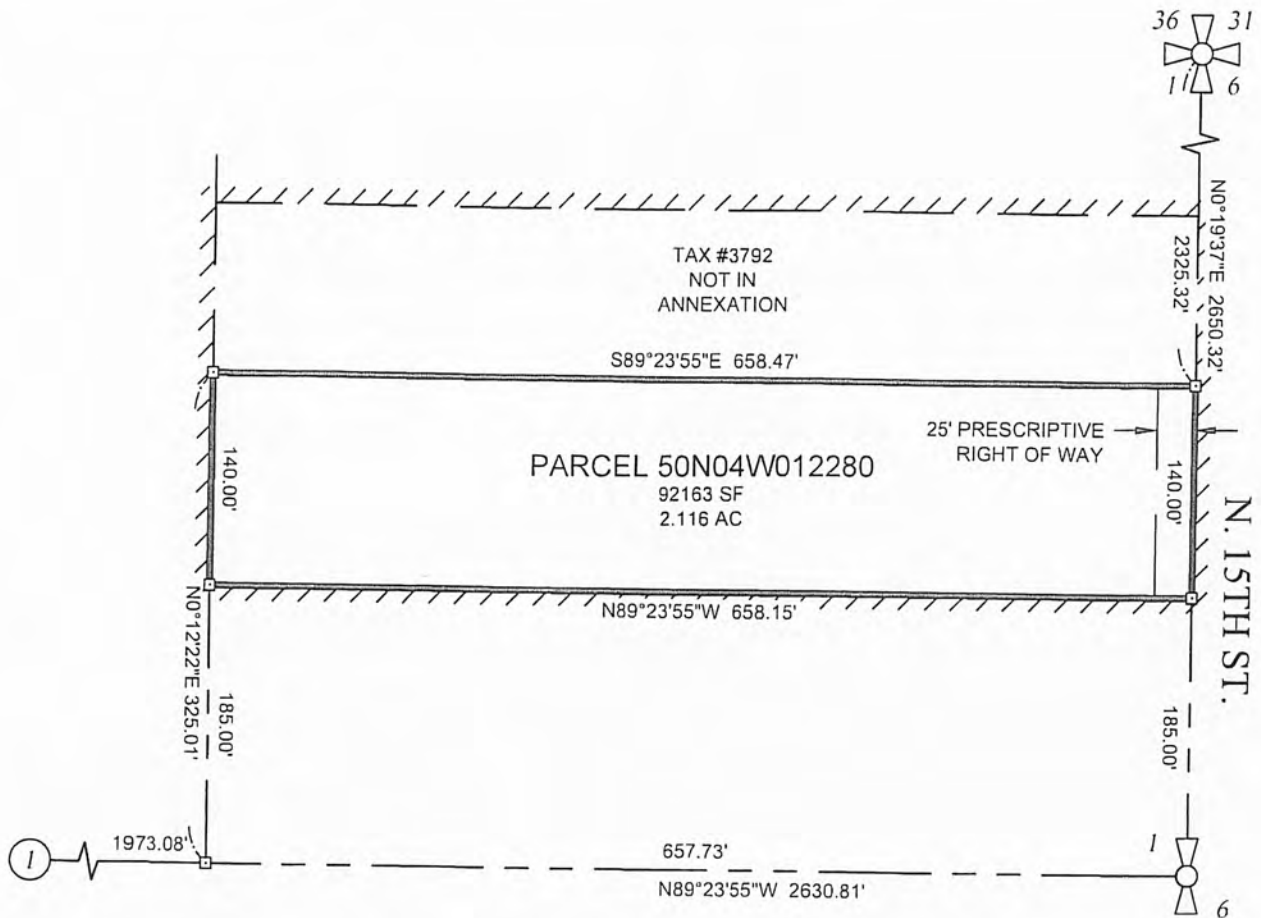
Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3745a, A-2-24 – JBR Landholdings, LLC – 3415 N. 15th Street, 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 18th day of March, 2025.

Randall R. Adams, City Attorney



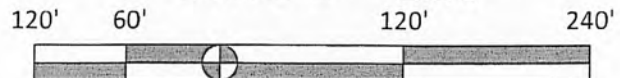
EXISTING COEUR D'ALENE
CITY LIMITS



ADDITION TO CITY LIMITS



H-Scale 1" = 120'



ANNEXATION EXHIBIT "B"

SE 1/4, NE 1/4, SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

DATE SURVEYED: 12/18/2023

DRAFTED BY: DTL

PLOT DATE: 04/05/2024

SHEET

FILE NAME: 23-124 ANNEX

CHECKED BY: CJJ

PROJECT No.: 23-124

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CITY COUNCIL STAFF REPORT

DATE: March 18, 2025
FROM: Randy Adams, City Attorney
SUBJECT: Kootenai Electric Cooperative Franchise Agreement

DECISION POINT: Should Council approve a new franchise agreement with Kootenai Electric Cooperative, Inc., (“KEC”)?

HISTORY: Ordinance No. 1547 was adopted on August 15, 1978, by Council. This Ordinance granted a franchise to KEC, an Idaho non-profit corporation. The Agreement allowed KEC “to construct, erect, maintain, operate and use wires for conveying electricity for electric light, electric heat and electric power purposes and also to erect, construct, maintain, operate and use wires for telephone purposes in its private business and to erect poles and other necessary supports therefor and to place thereon cross-arms and other equipment and to construct conduits on, over, along, under and across the streets and alleys within the corporate limits of the city of Coeur d’Alene, Idaho, as they now exist or as they may hereafter be changed and granting the use of the streets and alleys therefor within the corporate limits of the City of Coeur d’Alene, Kootenai County, state of Idaho.” The initial term was twenty-five years and KEC agreed to pay the City three percent (3%) of its gross operating revenue on a quarterly basis.

On June 1, 1993, the City adopted Ordinance No. 2519, which amended the Agreement to increase the franchise fee to five percent (5%) of KEC’s gross operating revenues, with the fee in excess of three percent (3%) designated for the maintenance of streets and alleys. On June 6, 1995, the City adopted Ordinance No. 2687, which amended the Agreement to increase the term to thirty-five (35) years. By its terms, the Agreement expired on August 15, 2013. Since then, KEC continued to make payments, and the City continued to accept those payments, pursuant to the terms of the Agreement and its amendments. Recently, KEC’s new general counsel reached out to the City and noted the expiration of the Agreement, requesting a new franchise agreement incorporating the same terms as the 1978 Agreement. The City Administrator, City Attorney, and City Finance Director had several discussions with KEC, and a proposed franchise agreement resulted, with only minor changes to the 1978 Agreement.

FINANCIAL ANALYSIS: Franchise agreements between cities and public utilities are authorized by Idaho Code § 50-329. Under Idaho Code § 50-329A, adopted in 1995, the maximum franchise fee is one percent (1%) of the utilities gross revenues, unless the utility consented or a majority of voters approved a higher fee at an election, in which case the maximum fee could be three percent (3%). However, § 50-329A also provided that the cap does not apply “if a greater franchise fee is being paid under an existing franchise agreement, in which case the franchise agreement may be renewed at up to the greater percentage, with the consent of the public service provider or the approval of a

majority of voters of the city” The five percent (5%) franchise fee in the proposed agreement complies with Idaho law as KEC has consented to it and that was the fee being paid under an agreement existing before the adoption of Idaho Code § 50-329A. By the way, Avista also pays a franchise fee of five percent (5%). In 2024, the franchise fees paid by KEC totaled \$488,772.17.

PERFORMANCE ANALYSIS: Franchise fees are a significant source of revenue to the City. The City has enjoyed good working relationships with its franchisees, and the continued relationship with KEC is important to both the City and its citizens. The proposed franchise agreement is, in fact, beneficial to both parties. Entering into a new franchise agreement will ensure a productive and cooperative relationship between the City and KEC for the next thirty-five (35) years.

DECISION POINT/RECOMMENDATION: Council should approve the new franchise agreement with Kootenai Electric Cooperative, Inc., for a term of thirty-five (35) years, with a franchise fee of five percent (5%) of its gross revenues, paid on a quarterly basis.

ORDINANCE NO. _____
COUNCIL BILL NO. 25-1006

AN ORDINANCE GRANTING TO KOOTENAI ELECTRIC COOPERATIVE, INC., A NON-PROFIT CORPORATION EXISTING AND ORGANIZED UNDER THE LAWS OF THE STATE OF IDAHO, AND ITS SUCCESSORS AND ASSIGNS, HEREINAFTER REFERRED TO AS “KEC,” THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY, AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, OPERATE, AND USE WIRES FOR CONVEYING ELECTRICITY FOR ELECTRIC LIGHT, ELECTRIC HEAT, AND ELECTRIC POWER PURPOSES; FURTHER, THE CITY GRANTS TO KEC THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY, AND FRANCHISE TO ERECT, CONSTRUCT, MAINTAIN, OPERATE, AND USE WIRES FOR TELEPHONE PURPOSES IN ITS PRIVATE BUSINESS, AND TO ERECT POLES AND OTHER NECESSARY SUPPORTS THEREFOR, TOGETHER WITH CROSS-ARMS AND OTHER EQUIPMENT; FURTHER, THE CITY GRANTS TO KEC THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY, AND FRANCHISE TO CONSTRUCT CONDUITS ON, OVER, ALONG, UNDER, AND ACROSS THE STREETS AND ALLEYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COEUR D’ALENE, IDAHO, AS THEY NOW EXIST OR AS THEY MAY HEREFTER BE CHANGED; FURTHER, KEC SHALL HAVE THE RIGHT TO CUT AND TRIM ANY AND ALL TREES GROWING IN OR OVER THE STREETS OR ALLEYS OF THE CITY OF COEUR D’ALENE, IDAHO, THAT INTERFERE WITH ANY OF ITS WIRES, POLES, CONDUITS, OR OTHER APPARATUS; FURTHER, THAT SAID NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY, AND FRANCHISE SHALL BE FOR A PERIOD OF THIRTY-FIVE (35) YEARS; FURTHER, RESERVING CERTAIN RIGHTS WITH REFERENCE THERETO TO THE CITY OF COEUR D’ALENE; PROVIDING FOR STANDARD SERVICE AND RATES; PROVIDING FOR A FRANCHISE FEE OF 5% OF KEC’S GROSS OPERATING REVENUE; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND COUNCIL of the City of Coeur d’Alene, Kootenai County, Idaho:

SECTION 1. Kootenai Electric Cooperative, Inc., a non-profit corporation organized under the laws of the State of Idaho, and its successors and assigns, hereafter referred to as the “Grantee,” is hereby granted, for a term of thirty-five (35) years from and after the passage of this Ordinance: the right, privilege, and franchise to construct, erect, maintain, operate and use wires for conveying electricity for electric light, electric heat, and electric power purposes; to erect, construct, maintain, operate, and use wires for telephone purposes in its private business; to erect poles and the necessary supports therefore and place thereon cross-arms and other equipment; and to construct conduits over, on, along, under, and across the streets and alleys within the incorporated limits as they now exist, or as they may hereafter be changed, of the City of Coeur d’Alene, Kootenai County, Idaho, hereinafter referred to as the “City.”

SECTION 2. The permission and authority herein are granted on the express condition that the Grantee, as consideration therefore and as compensation for the use herein granted of streets, alleys, and other public ways, shall pay to the City (in addition to all other compensation provided for in this Ordinance) a sum equal to five percent (5%) of its gross operating revenue which is hereby defined to mean all amounts of money which the Grantee receives or becomes lawfully entitled to receive (whether collected or not) for the sale of electrical power within the City.

SECTION 3. The Grantee shall file with the office of the City Clerk of the City, within sixty (60) days after the end of each calendar quarter, a statement in such form and detail as shall from time to time be prescribed by the City Clerk of its said gross operating revenues for the calendar quarter next preceding. This statement shall be sworn to by an authorized officer of the Grantee. At the time of filing said statement, the Grantee shall pay into the City a sum equal to five percent (5%) of its said gross operating revenues (as defined above) for that calendar quarter. The City may, at any reasonable time during business hours, make examinations at the Grantee's office of any and all of its books and records for the purpose of verifying any of the statements of revenues herein provided for, and for any other purpose whatsoever connected with the duties or privileges of the City or Grantee under this Ordinance.

SECTION 4. The Grantee shall have the right to cut and trim any and all trees growing in and over the streets or alleys of said City that might or may interfere with any wires, poles, conduits, or other apparatus of the Grantee.

SECTION 5. The poles, wires, and other apparatus covered by this franchise shall be constructed, erected, and maintained in accordance with the laws, rules, and regulations of the State of Idaho and the Ordinances of the City relating to electrical construction, and also said construction shall be in such manner as to prevent and guard against accidents or damages as nearly as possible to any persons who may be property using said streets and alleys.

SECTION 6. The Grantee has the right and privilege to make any and all necessary and proper excavations and obstructions in any of the streets and alleys of the City for the purpose of building, erecting, repairing, removing, maintaining, or changing any of the poles, wires, conduits, cross-arms, or other appliances or apparatus used or to be used in connection with the purposes of this franchise; Provided, whenever the Grantee shall excavate in or obstruct any of the streets, alleys, or ways of the City, it shall return the same to the condition in they were before the excavation or obstruction as soon as practical and within a reasonable time after such excavation or obstruction; Provided further, the Grantee shall at all times hold the City free and harmless from any and all damages and liability that may result to any person, persons, firm or firms, corporation or corporations, or to any property of the same, by reason of any erection, construction, maintenance, or operation of any of the property or facilities authorized to be constructed and maintained by it.

SECTION 7. The City reserves the right to cut away and/or remove any of the wires, poles, or apparatus constructed or maintained by the Grantee in case of emergency affecting, in the City's sole judgment, the life or safety of persons or property. The City, in such case, shall not be held

liable for any damages to the Grantee on account of any cutting away or removing of any poles, wires, or other appliances under pursuant to the emergency.

SECTION 8. The Grantee, of the City, shall remove or raise its wires to permit the moving of any house or building when necessary, in the sole judgment of the City, to permit the moving of the building on, over, and along the streets, alleys, or public highways of the City; Provided, the City shall require the party to whom a permit has been granted to move any building on, over, and along any of the streets of the City shall pay to the Grantee hereunder the cost reasonably and necessarily incurred in removing or changing the wires of the Grantee so as to permit the moving of said building.

SECTION 9. The Grantee shall, at all times, keep and maintain a plant of sufficient size and capacity to supply the service area of the Grantee within the City with the amount of electricity as may reasonably be required and shall, in the absence of accident or other cause beyond its control, furnish continuous twenty-four (24) hour service. Should the plant or any part thereof become damaged or destroyed, it shall be repaired or replaced as soon as reasonably practical. The Grantee shall have the authority to make and enforce such regulations and rules for the installation of any service to its customers and the City, and may require such advance deposits to be made as may be necessary to insure the making of payments, as may be permitted and approved by the City.

SECTION 10. The rates to be charged by the Grantee for the services provided shall be filed with any and every agency, Federal or State, having jurisdiction over the Grantee and having the authority to require such filings. A copy the the filings shall be provided to the City on request. The Grantee shall also furnish to the City, under applicable rate schedules, as many streetlights and of such intensity as may be designated by the authorities of the City to be used within the service area of the Grantee within the corporate limits of the City.

SECTION 11. The Grantee may be directed to install its wires underground upon request of the City after a public hearing and finding by the City Council that the area where underground facilities are requested is a feasible and practical area for underground installation, and underground installation is reasonable for the public's safety, interest, or convenience. Written notice of the public hearing shall be given to all properties affected. In the event underground electric facilities are to be installed, the difference between the cost of installing the wires and related facilities above ground, and the cost of constructing and installing the wires and related facilities underground, shall be borne proportionately by each property owner affected by the installation, public or private, and specially benefited thereby. Whenever the Grantee determines without the direction of the City to place its wires underground within the City, the Grantee shall notify the City and provide the City Engineer a complete set of plans and specifications for such work. The Grantee shall lay the necessary pipes or conduits in such a manner as not to interfere with any existing underground infrastructure in such streets or alleys. The work shall be done subject to the supervision of the proper authorities of said City. The Grantee shall bear the entire cost of such installation.

SECTION 12. It is understood that this franchise is not an exclusive franchise and the City reserves the right to grant other franchises for the purpose for which this one is granted; Provided, subsequent franchisees shall not be permitted to interfere with the Grantee's installations or facilities.

SECTION 13. This franchise and all of its provisions shall be void, in-operative, and of no force or effect whatsoever unless the Grantee shall, within thirty (30) days after the passage and publication of this Ordinance, file with the City Clerk of the City its written acceptance of this franchise.

SECTION 14. In the event the Grantee shall fail after thirty (30) days' written notice to comply with any of the terms, conditions, or obligations imposed upon it, the City may revoke the franchise by a duly enacted Ordinance

SECTION 15. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 16. This Ordinance shall take effect and be in full force upon its passage, approval, and publication in one issue of the Coeur d'Alene Press, a newspaper of general circulation, published in the City and the official newspaper of the City.

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 _____, 2025.

CITY OF COEUR D'ALENE

KOOTENAI ELECTRIC COOPERATIVE,
INC.

Woody McEvers, Mayor

Its _____ (printed name)

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this __ day of _____, 2025, before me, a Notary Public in and for said State, personally appeared _____, known to me to be _____ of Kootenai Electric Cooperative, Inc., the corporation that executed the within Instrument, and known to me to be the person who executed the within Instrument on behalf of the corporation therein named as Company and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its directors.

WITNESS my hand and official seal.

Notary Public for the State of Idaho

Residing at _____

My commission expires: _____

NOTICE: CITY OF COEUR D'ALENE
SUMMARY OF FRANCHISE ORDINANCE NO. _____

ORDINANCE NO. _____ GRANTS KOOTENAI ELECTRIC COOPERATIVE, INC., A NON-EXCLUSIVE PUBLIC UTILITY FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, RECONSTRUCT, OPERATE, AND USE FACILITIES WITHIN THE CITY'S PUBLIC RIGHTS-OF-WAY [THE FRANCHISE AREA] FOR THE PURPOSES OF THE TRANSMISSION, CONTROL AND DISTRIBUTION OF ELECTRICITY WITHIN THE CITY FOR A TERM OF THIRTY-FIVE (35) YEARS. KEC AGREES TO MEET ACCEPTED INDUSTRY STANDARDS, AND CONFORM WITH APPLICABLE FEDERAL AND STATE LAWS, AS WELL AS THE REGULATIONS OF THE APPROPRIATE STATE REGULATORY BODY WITH JURISDICTION, IN THE CONDUCT OF ITS OPERATIONS UNDER THE FRANCHISE. THE CITY RESERVES THE RIGHT TO MAKE REASONABLE RULES AND REGULATIONS PERTAINING TO THE CONDUCT OF KEC'S OPERATIONS WITHIN THE FRANCHISE AREA. KEC MAY NOT INTERFERE WITH ANY EXISTING FACILITIES OF OTHER UTILITIES. KEC IS AUTHORIZED TO MAKE NECESSARY EXCAVATIONS WITHIN THE FRANCHISE AREA AND MUST RESTORE THE RIGHT-OF-WAY TO ITS PRIOR CONDITION. KEC MAY MANAGE VEGETATION IN CONNECTION WITH FRANCHISED ACTIVITIES. 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 City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, granting a non-exclusive franchise to use City rights-of-way for the transmission of electricity to Kootenai Electric Cooperative, Inc., 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 _____ day of _____, 2025.

Randall R. Adams, City Attorney

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, SENIOR PLANNER

DATE: MARCH 18, 2025

SUBJECT: ZC-1-25 ZONE CHANGE REQUEST FROM C-17PUD TO C-17L
ON A PARCEL MEASURING 0.213 ACRES

LOCATION: PROPERTY AT THE NORTHWEST CORNER OF E. HARRISON
AVENUE AND N. 2ND STREET, COMMONLY KNOWN AS 213 E.
HARRISON AVENUE.

APPLICANT/OWNER:
Aaron Mote
503 W. Vista Dr.
Coeur d'Alene, ID 83815

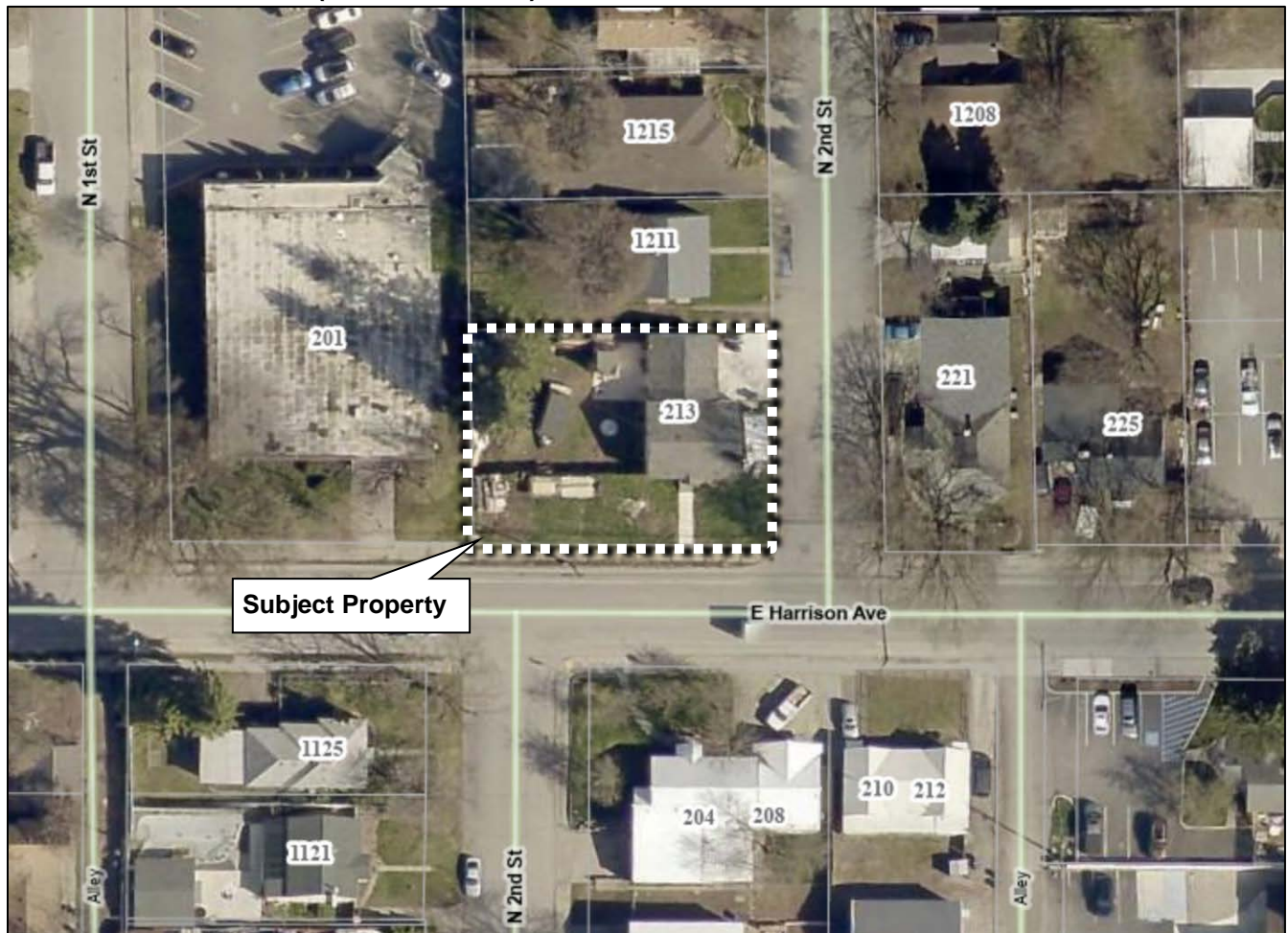
DECISION POINT:

Should the City Council recommend approve or deny Aaron Mote's request for a zone change from C-17PUD to C-17L for property within city limits?

AERIAL PHOTO (AREA CONTEXT):



AERIAL PHOTO (SITE CONTEXT):



BACKGROUND INFORMATION:

Planning Commission Recommendation:

At their public hearing on February 11, 2025, the Planning Commission considered the applicant's request for a zone change from C-17PUD to C-17. After deliberation, the Commission voted 4-1 to recommend approval of a zone change to **C-17L** instead of the requested C-17. Mr. Mote has agreed and updated his narrative to reflect the change.

The Commission found that C-17L better aligns with the surrounding land uses and the intent of the Comprehensive Plan while still allowing for reasonable development opportunities. The recommendation reflects the Commission's determination that C-17L provides an appropriate transition in intensity while maintaining compatibility with adjacent properties.

Summary of Past Actions on 213 Harrison Avenue (ZC-3-80):

The applicants, Frank K. Myers and Julie A. Clovis, sought to rezone the property from R-1 (Residential One) to C-1aL-PUD (Commercial One-A Limited / Planned Unit Development) to remodel the existing residence into an insurance/real-estate office.

Planning Commission Recommendation (February 12, 1980):

The Planning Commission unanimously recommended approval of the zone change, subject to the condition that the structure be retained in a residential style.

Justifications for the recommendation included:

- The Comprehensive Plan designated the property as suitable for Neighborhood Service.
- The requested use aligned with the Neighborhood Service designation.
- The existing curb cut on Harrison Avenue, though not ideal, was the best alternative to encroaching on a residential street (2nd St.).

City Council Review (March 4 and April 1, 1980):

The initial hearing on March 4, 1980, was continued to April 1, 1980, to allow the Traffic Safety Committee to explore one-way traffic feasibility on Harrison Avenue. The Traffic Safety Committee ultimately recommended against the one-way street.

On April 1, 1980, the City Council approved the zone change (4-2 vote) with the condition that the structure retain a residential appearance.

Conditions of Approval- As detailed in Ordinance No. 1611, the zone change approval included the following conditions:

- The property was rezoned to C-1aL-PUD with the specific limitation that the site layout and use be restricted to remodeling the existing house into an insurance/real estate office.
- The structure had to maintain its residential style.
- The development was required to install 8-foot sidewalks along street frontages to comply with commercial site improvement standards.

NOTE: As near as staff can tell, this specific PUD was allowed even though the property is less than 1.5 acres, due to the building moratorium on development in the late 1970s because of wastewater limitations. The structure was never converted to an insurance/real-estate office. Since the PUD approval was tied together with the zone change under those circumstances, staff required the applicant apply for a zone change to remedy the situation 45 years later.

STATEMENT OF FACTS

A1. Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on March 1, 2025.

A2. Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on March 10, 2025.

A3. Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-

6511(2)(b). sixty-six (66) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on February 28, 2025.

A4. Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing.

A5. Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b).

A6. The subject property contains a single-family home located on the northwest corner of the intersection of Harrison Ave. and 2nd St. The subject site measures 0.213 acres in area and is relatively flat.

A7. The subject site is currently zoned Commercial Planned Unit Development (C-17PUD).

A8. The neighborhood surrounding 213 E Harrison Avenue is characterized by a mix of historical development and gradual transformation. The area is predominantly residential, featuring early to mid-20th-century homes in a variety of architectural styles, including Craftsman bungalows, traditional cottages, and ranch-style houses. The neighborhood includes a mix of residential, civic, and commercial uses.

A9. The Comprehensive Plan Future Land Use Map designation is the Compact Neighborhood place type. The Comprehensive Plan states that the compatible zoning districts are listed as R-12, R-17, MH-8, NC, and CC.

A10. According to the Comprehensive Plan, the Compact Neighborhood place type is described as places that are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

A11. Staff has identified the following Comprehensive Plan Goals and Objectives as being applicable to this matter.

Goal CI 1: Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 2: Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

Objective CI 2.1: Maintain the community's friendly, welcoming atmosphere and its small-town feel.

Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

Objective GD 1.3: Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

Objective GD 1.4: Increase pedestrian walkability and access within commercial development.

Objective GD 1.5: Recognize neighborhood and district identities.

Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

Goal JE 1: Retain, grow, and attract businesses.

Objective JE 1.2: Foster a pro-business culture that supports economic growth.

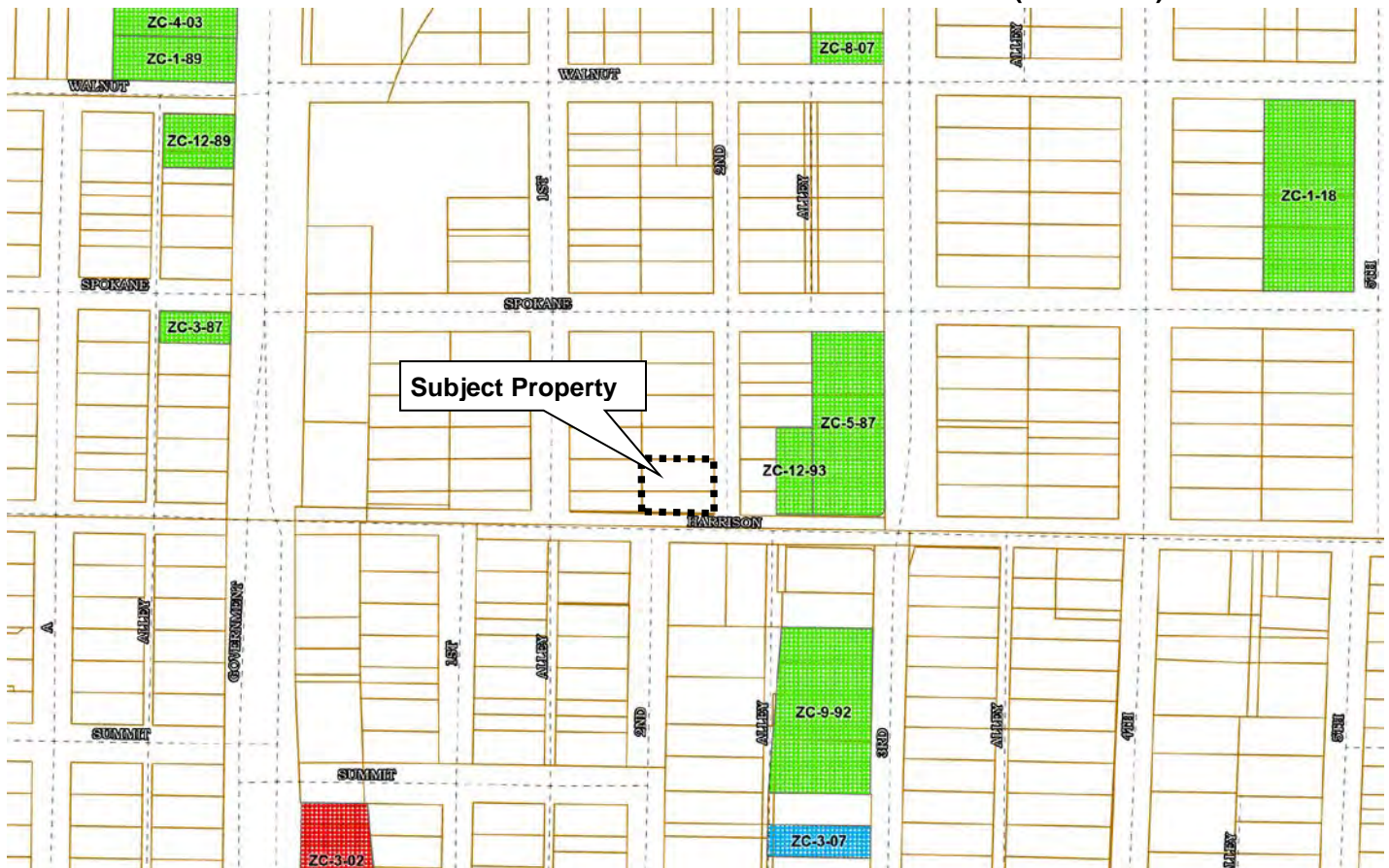
A12. The applicant has indicated that, if this zone change request is approved, it intends to use the property for a professional management office in the existing residential structure and build a Caretaker's Unit. However, it should be noted that if the zone change is approved all uses within the C-17L zoning district would be allowed (See the C-17L permitted uses on pages 19 and 20).

A13. City departments have indicated that water and wastewater services are available for a commercial use of the subject property. Sidewalks, hydrants, and stormwater will be addressed at the time of construction.

A14. The subject property is approximately 9,411 square feet in size and contains a house and paved driveway off of 2nd Street. It is relatively flat with minimal landscaping and mature trees in the northwest corner of the lot. The immediate area is characterized by a mix of small-scale residential and commercial development that is primarily residential in nature with some smaller commercial and civic uses.

A15. The City Engineer has indicated that the proposed two business offices and a caretaker's unit could generate 18 additional trips per day, but is not expected to adversely affect traffic. The area is predominately residential with some civic and commercial uses. The C-17L zoning district would allow for a variety of service uses and residential uses by right, as well as accessory uses and those allowed by special use permit, if approved. Approval of this zone change request will intensify the potential of the property by increasing the allowable uses and density by-right from C-17PUD to C-17L unless conditions are approved. The existing PUD limits commercial access to the site from Harrison Avenue and the use of the structure on-site to office space, *specifically* insurance/real estate.

PRIOR ZONE CHANGE REQUESTS NEAR SUBJECT PROPERTY (MAP/LIST):



<u>Hearing</u>	<u>Request</u>	<u>City Council</u>
ZC-3-87	R-12 to C-17L	Approved
ZC-5-87	R-12 to C-17L	Approved
ZC-1-89	R-12 to C-17L	Approved
ZC-12-89	R-12 to C-17L	Approved
ZC-9-92	R-12 to C-17L	Approved
ZC-12-93	C-17L to R-12	Approved
ZC-3-02	R-12 to C-17L	Denied
ZC-4-03	R-12 to C-17L	Approved
ZC-3-07	R-12 to C-17	Withdrawn
ZC-8-07	R-12 to NC	Approved
ZC-1-18	R-17 to C-17	Approved

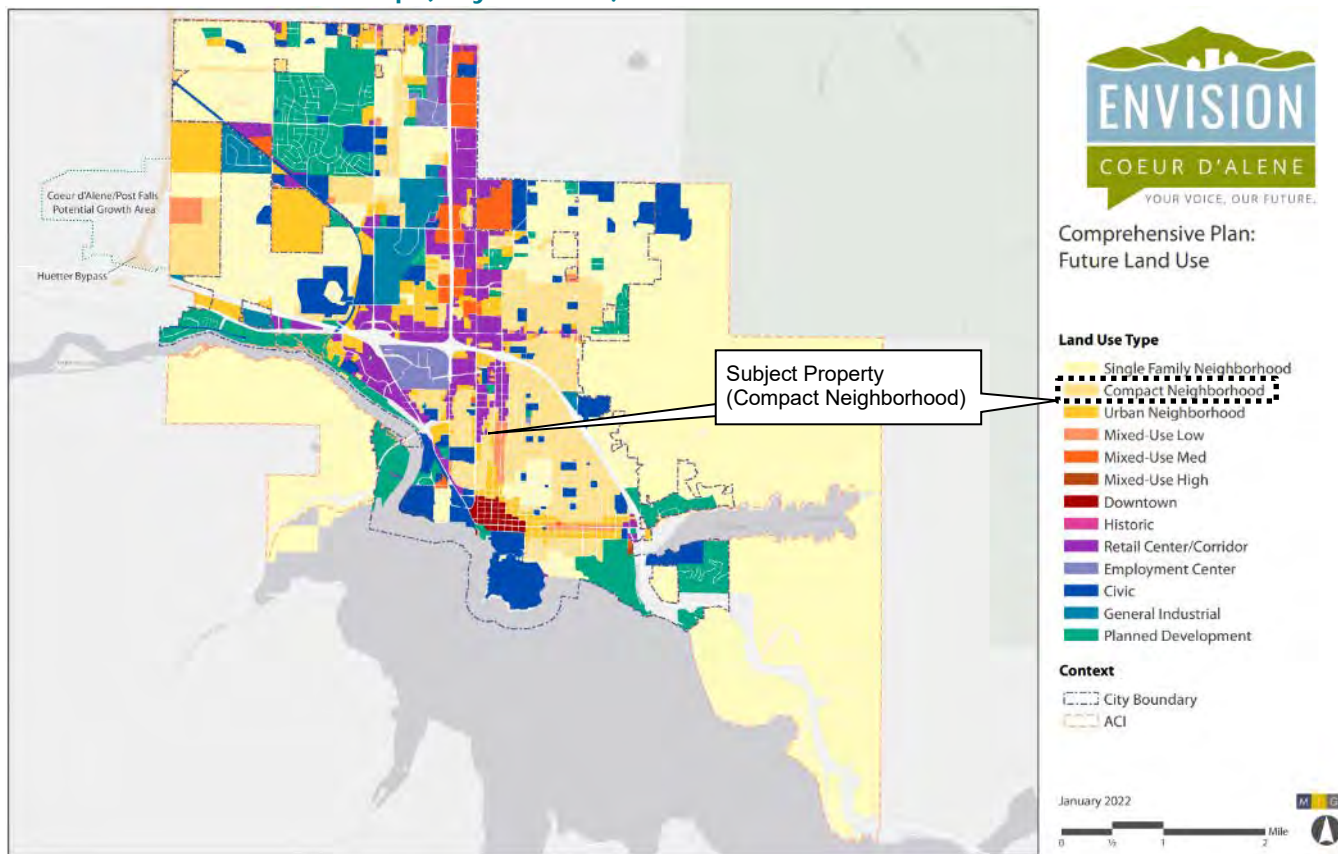
REQUIRED ZONE CHANGE FINDINGS:

Finding #B1: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

Use the following information, as well as the attached Comprehensive Plan goals, objectives, and policies to make finding A9 & A10.

1. The subject property is within city limits.
2. The City's 2022-2042 Comprehensive Plan categorizes this area as a "Compact Neighborhood" Place Type:

Future Land Use Map (City Context):



Future Land Use Map (Neighborhood Context):



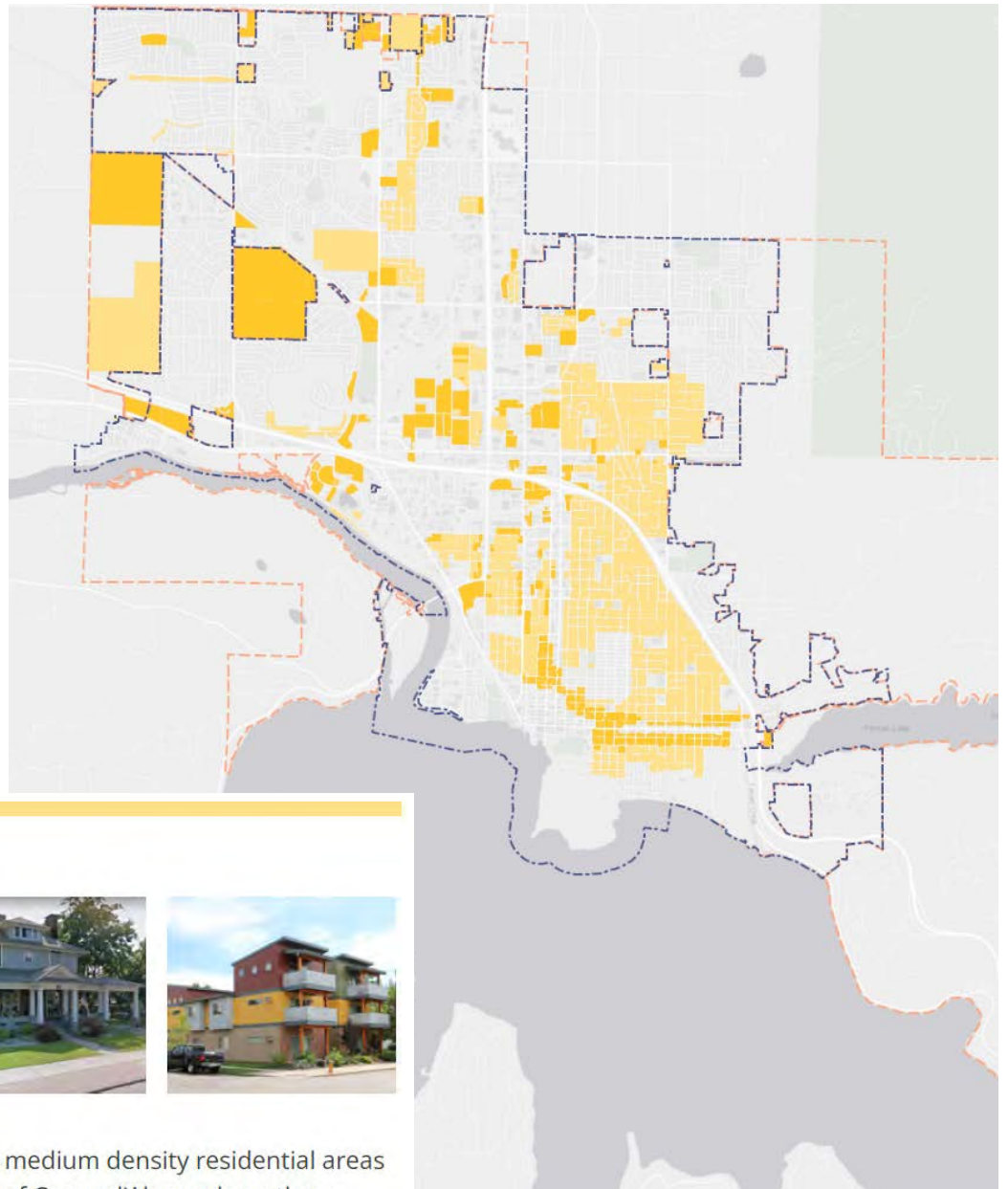
Place Types

Place Types represent the form of future development, as envisioned by the residents of Coeur d'Alene. These Place Types provide the policy-level guidance that will inform the City's Development Ordinance. Each Place Type corresponds to multiple zoning districts that will provide a high-level of detail and regulatory guidance on items such as height, lot size, setbacks, adjacencies, and allowed uses.

Compact Neighborhood

Compact Neighborhood places are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

Compatible Zoning: R-12 and R-17; MH-8; NC and CC



Compact Neighborhood



Key Characteristics

Compact Neighborhood places are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

Transportation

- Gridded street pattern with pedestrian and bicycle facilities

Typical Uses

- Primary: Single and mixed residential
- Secondary: Neighborhood parks and recreation facilities, parking

Building Types

- Single-family, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts

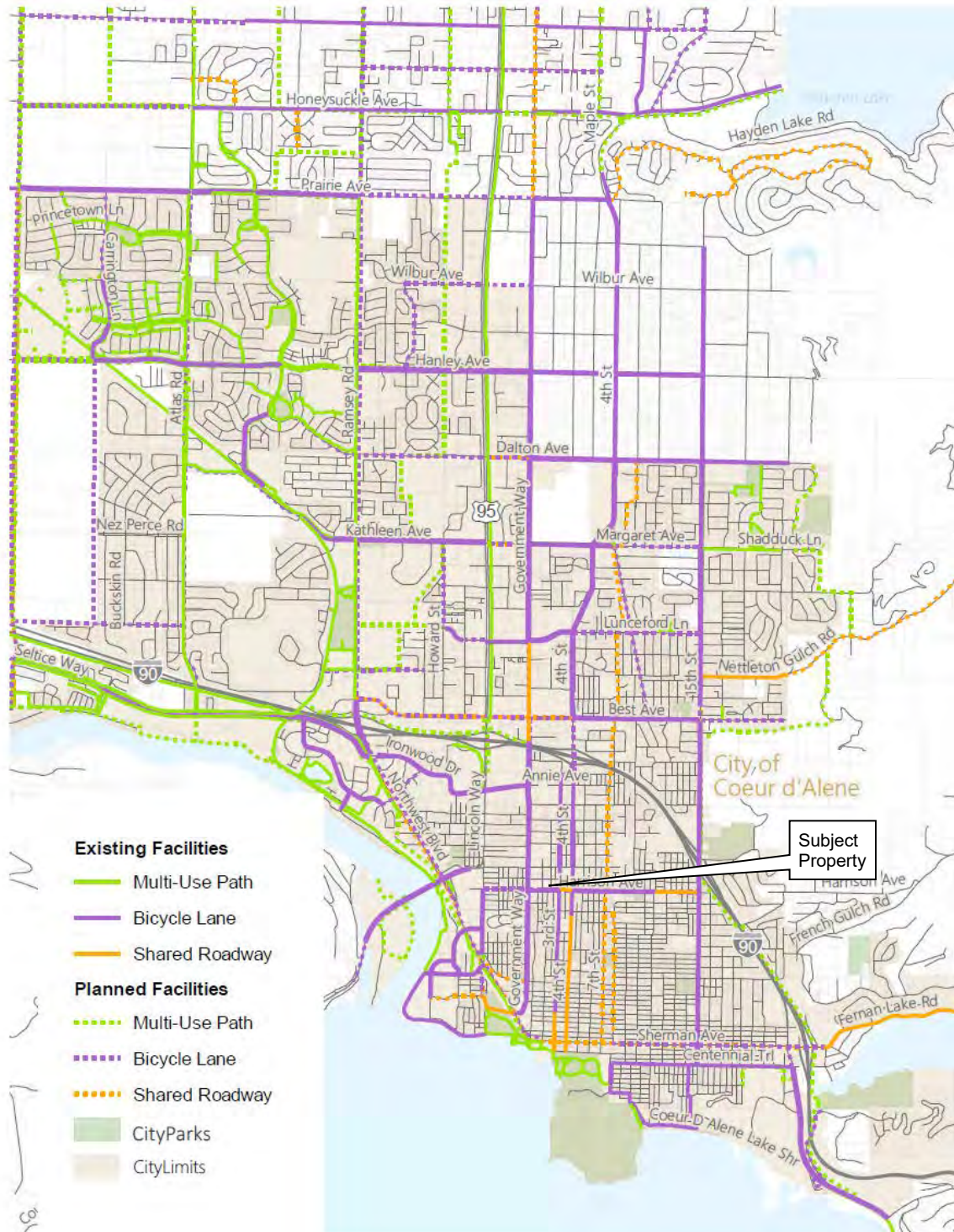
Compatible Zoning

- R-12 and R-17; MH-8; NC and CC

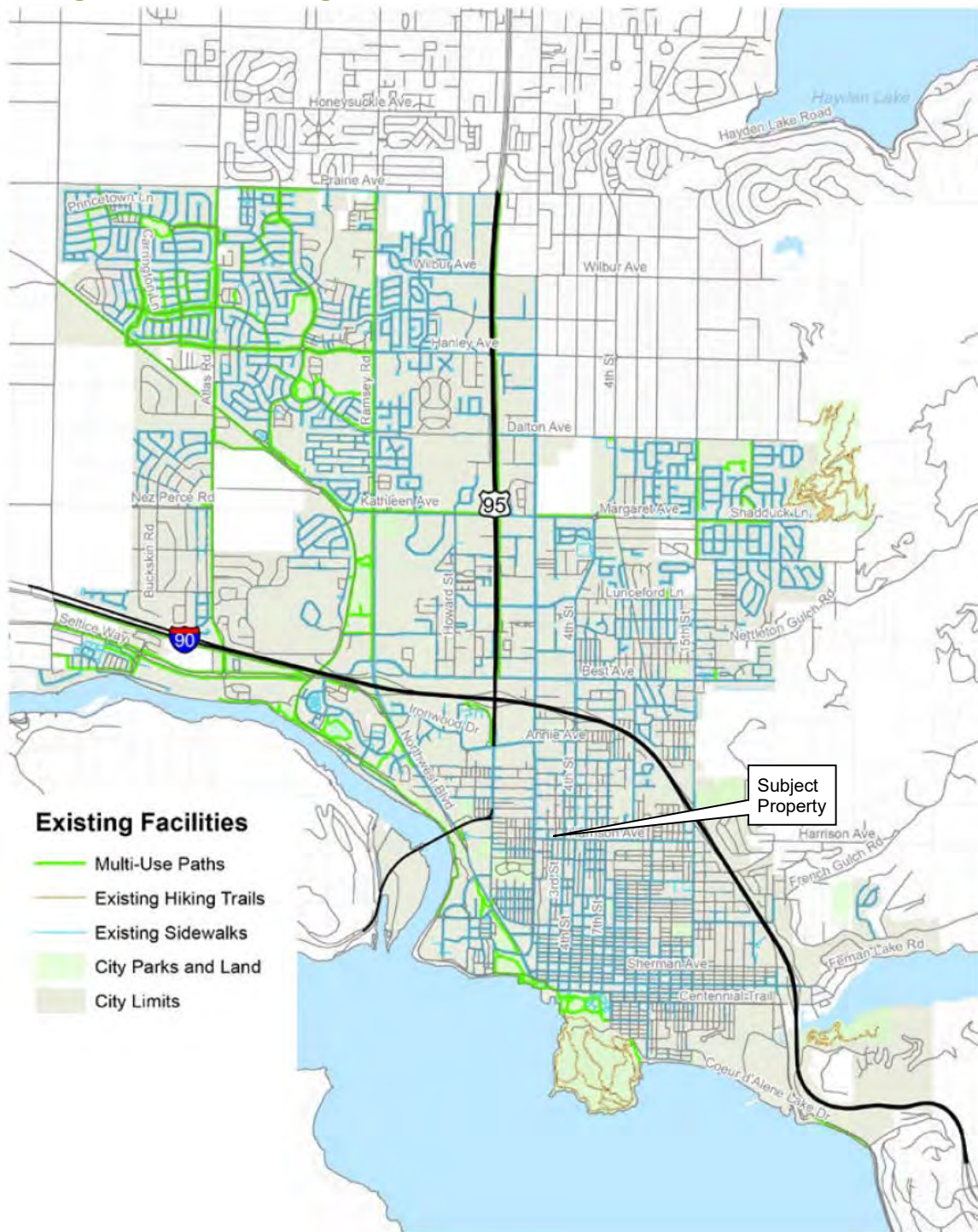


Transportation:

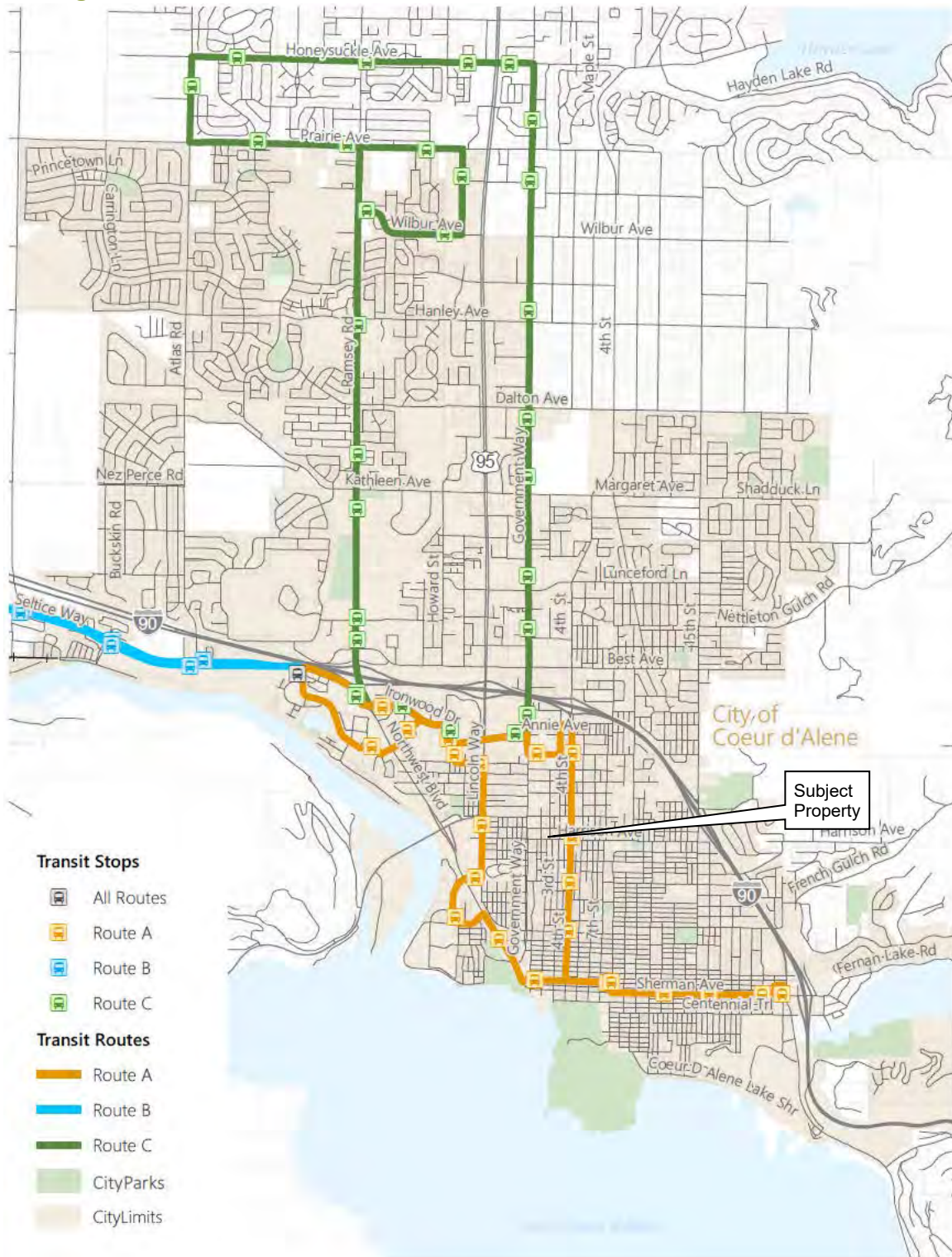
Existing and Planned Bicycle Network:



Existing and Planned Walking Network:



Existing Transit Network:



Comprehensive Plan Policy Framework:

Community & Identity

Goal CI 1: Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 2: Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

Objective CI 2.1: Maintain the community's friendly, welcoming atmosphere and its small-town feel.

Growth & Development

Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

Objective GD 1.3: Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

Objective GD 1.4: Increase pedestrian walkability and access within commercial development.

Objective GD 1.5: Recognize neighborhood and district identities.

Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

Jobs & Economy

Goal JE 1: Retain, grow, and attract businesses.

Objective JE 1.2: Foster a pro-business culture that supports economic growth.

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

Finding #B2: That public facilities and utilities (are) (are not) available and adequate for the proposed use.

Use the following information as well as public testimony to make finding A12.

STORMWATER:

City Code requires that all stormwater remain on the property and for a stormwater management plan to be submitted and approved prior to any construction activity on the site.

-Submitted by Chris Bosley, City Engineer

STREETS:

The subject property is bordered by 2nd Street to the east and Harrison Ave to the south. All sidewalk deficiencies on Harrison Avenue must be corrected, new sidewalk installed on 2nd Street, and a pedestrian ramp installed at the corner at the time of construction. An easement will be required to accommodate the sidewalk on 2nd Street.

-Submitted by Chris Bosley, City Engineer

WATER:

There is adequate capacity in the public water system to support domestic, irrigation and fire flow for the proposed Zone Change. Any required water main extensions, additional fire hydrants, and new services required for construction will be installed by the owner at their expense. One residential service currently exists to the subject property.

-Submitted by Glen Poelstra, Assistant Water Director

WASTEWATER:

Sewer is already connected to this property from the east in 2nd St. The Subject Property is within the City of Coeur d'Alene and in accordance with the 2023 Sewer Master Plan; the City's Wastewater Utility presently has the wastewater system capacity, willingness and intent to serve this Zone Change request as proposed. City Wastewater Policy #716; Only one appropriately sized sewer lateral is allowed to serve each legally recognized parcel. 'One parcel, One service. (One Lot, One Lateral).

-Submitted by Larry parsons, Utility Project Manager

FIRE:

The CDA Fire Department has reviewed the listed project for zone change at 213 E Harrison. We have no comments or conditions to add to this project for zone change. The proposed use does not increase the hazard of this property or likely emergency services needs.

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 Site Development and Building Permit, utilizing

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

-Submitted by Bobby Gonder, Fire Inspector

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

Finding #B3: **That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.**

Use the following information as well as public testimony to make finding A13.

PHYSICAL CHARACTERISTICS:

The immediate area is characterized by a mix of small-scale residential and commercial development on a relatively flat elevation. The parcel itself sits at the northwest corner of Harrison Avenue and 2nd Street and is approximately 9,411 square feet in size. The structure on the property is a mid-20th-century house, retaining most of its original residential architectural style. The site features a sidewalk along Harrison, a paved driveway on 2nd St., and minimal landscaping along the frontages with mature trees in the NW corner of the lot.

The surrounding streets are primarily residential in character, with single-family homes situated on modestly sized lots. West of the subject property is St. Vincent de Paul HELP Center. Harrison Avenue serves as a key east-west corridor with limited pedestrian infrastructure, as sidewalks are sparse along residential sections. While some parcels have undergone redevelopment, much of the area retains its mid-century neighborhood character, with a mix of older homes and newer infill projects.

SITE PHOTOS:

Photo of front of home from Harrison Avenue looking north:



Intersection of Harrison Avenue & 2nd Street looking north:



Side of home looking SW from 2nd Street:



Looking west down Harrison Avenue toward Government Way showing mix of residential, commercial, and civic uses (Red arrow pointing to the St. Vincent De Paul HELP Center):



Looking east down Harrison Avenue toward 3rd Street showing mix of residential, commercial, and civic uses:



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

Finding #B4: **That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

Use the following information and public testimony to make finding A14.

TRAFFIC:

The proposed zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. However, the applicant states that they intend to use the existing structure to create two business offices. Additionally, they intend to construct a caretaker's unit on the property. Using Land Use Code 710 – General Office Building from the ITE Trip Generation Manual, and assuming approximately 1400 sf of office space, it can be estimated that this use will generate 18 additional trips per day with 2 additional a.m. peak hour trips and 2 additional p.m. peak hour trips. The caretaker's unit can be assumed to add no additional trips vs. the permitted residential use. It is unlikely that this use will adversely affect traffic. All sidewalk deficiencies on Harrison Avenue must be corrected, new sidewalk installed on 2nd Street, and a pedestrian ramp installed at the corner at the time of building permit/construction. An easement will be required to accommodate the sidewalk on 2nd Street, which will be addressed at the time of development.

-Submitted by Chris Bosley, City Engineer

NEIGHBORHOOD CHARACTER:

The neighborhood surrounding 213 E Harrison Avenue is characterized by a mix of historical development and gradual transformation. Harrison Avenue serves as a local connector street, providing access to the downtown core and nearby amenities. Recent commercial development along 3rd and 4th Streets has contributed to the area's growing commercial vitality, while nearby north-south collectors provide connections to downtown and the I-90 freeway.

The area is predominantly residential, featuring early to mid-20th-century homes in a variety of architectural styles, including Craftsman bungalows, traditional cottages, and ranch-style houses. Many homes retain their original character, complemented by mature trees, landscaped yards, and porches. The neighborhood includes a mix of residential, civic, and commercial uses.

GENERALIZED LAND USE PATTERN:



ZONING:



NOTE: Approval of the zone change request will intensify the potential of the property by increasing the allowable uses from C-17PUD to C-17L unless conditions are approved. The existing PUD limits commercial access to the site from Harrison Avenue and the use of the structure on-site to office space, *specifically* insurance/real estate.

Proposed C-17L Zoning:

17.05.570: GENERALLY:

- The C-17L district is intended as a low density commercial and residential mix district. This district permits residential development at a density of seventeen (17) units per gross acre as specified by the R-17 district and limited-service commercial businesses whose primary emphasis is on providing a personal service.
- Retail/wholesale commercial would require the granting of a special use permit in accordance with section 17.09.205 of this title.
- This district is suitable as a transition between residential and commercial zoned areas and should be located on designated collector streets or better for ease of access and to act as a residential buffer.

17.05.580: PERMITTED USES; PRINCIPAL:

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

- Administrative offices.
- Automobile parking when serving an adjacent business or apartments.
- Banks and financial establishments.
- Boarding house.
- Childcare facility.
- Commercial film production.

- Community assembly.
- Community education.
- Duplex housing (as specified by the R-12 district).
- Essential service.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Home occupation.
- Hospitals/healthcare.
- Juvenile offenders facility.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Nursing/convalescent/rest homes for the aged.
- Personal service establishment.
- Professional offices.
- Public recreation.
- Rehabilitative facility.
- Religious assembly.
- Single-family detached housing (as specified by the R-8 district).

17.05.590: PERMITTED USES; ACCESSORY:

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

- Accessory dwelling units.
- Apartment for resident caretaker.
- Outdoor storage or building when incidental to the principal use.
- Private recreation (enclosed or unenclosed).
- Residential accessory uses as permitted by the R-17 district.

17.05.600: PERMITTED USES; SPECIAL USE PERMIT:

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

- Commercial kennel.
- Commercial recreation.
- Community organization.
- Convenience sales.
- Criminal transitional facility.
- Food and beverage stores for off/on site consumption.
- Hotel/motel.
- Mobile food court.
- Noncommercial kennel.
- Remaining uses, not already herein permitted, of the C-17 district principal permitted uses.
- Residential density of the R-34 district density as specified.
- Veterinary office or clinic when completely indoors.
- Wireless communication facility.

17.05.610: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in a C-17L district shall be as follows:

MAXIMUM HEIGHT

Structure Type	Structure Location In Buildable Area For Principal Facilities
Residential height limitations	As specified by the R-17 district
For the remaining uses within 2 blocks of the DC district	No height limitation
For remaining uses outside of 2 blocks of the DC district	63 feet

Buffer yard requirements (Commercial Design Standards):**F. Residential/Parking Lot Screening**

Intent: To diminish the amount of asphalt and parked cars visible from the street and abutting residential by buffering it from less intensive uses.

1. Along any street frontage, parking lots shall be separated from the sidewalk by a planting strip, a minimum of 6 feet wide. This strip shall be planted with trees having a minimum caliper of 1.5" and equivalent in number to that produced by one tree every 35 feet. Not less than 20% of the trees shall be a native evergreen variety. However, trees may be grouped. In addition, there shall be evergreen shrubs at least 30" in height at the time of planting, no less than 48" on center. A masonry wall, 24" - 42" in height, with ground cover, may be substituted for the shrubs. A combination of all of the above, i.e., trees, shrubs, wall and ground cover, are encouraged.
2. Where a site abuts a residential district, there shall be a planting strip, at least 10 feet in width containing evergreen trees along the area bordering the two districts. This strip shall be planted with trees 8 to 12 feet tall spaced no more than 25 feet apart. In addition, there shall be evergreen shrubs at least 30" in height at time of planting, no less than 48" on center as approved by the urban forester.
3. The Planning Director may approve other approaches to screening, so long as the intent is satisfied.

Theoretical maximums:

C-17L zoning allows for a array of service uses as well as residential at an R-17 standard. Development of C-17L may include a mix of both. Limitations are generally reached by zoning requirements through performance standards that include height, setbacks, and parking specifications. Other limitations may include Fire, Building, and Engineering codes and standards. These are provided to an applicant through a project review meeting as required by city code, prior to construction.

The subject parcel measures 9278.28 square feet.

Commercial: See "17.05.580: Permitted Uses; Principal" on pages 19 and 20

Residential: Multifamily standard is 2500 square feet per unit yielding a potential maximum potential of four (4) attached units (not including a caretaker's unit).

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

ORDINANCES & STANDARDS USED FOR EVALUATION:

2022-2042 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
2021 Parks Master Plan
2017 Trails and Bikeways Master Plan

ACTION ALTERNATIVES:

The City Council will need to consider this request and make findings to (adopt) (deny) the C-17L zoning request, or, to consider an alternative zoning district such as recommended by the Planning and Zoning Commission.

The Findings worksheet is attached.

Attachments:

Attachment 1 – Applicant's Application and Narrative

Attachment 2 – Comprehensive Plan Goals and Objectives Worksheet

City Council Meeting



March 18, 2025

ZC-1-25: Zone Change Request for 213 E. Harrison

APPLICANT:

Aaron Mote
503 W. Vista Dr.
Coeur d'Alene, ID 83815

DECISION POINT:

Should the City Council approve Aaron Mote's request for a zone change from C-17PUD to C-17L for property within city limits?



ZC-1-25: Zone Change Request for 213 E. Harrison

LOCATION:

Property at the northwest corner of E. Harrison Avenue and N. 2nd Street, commonly known as 213 E. Harrison Avenue.

LEGAL NOTICE:

- Mailings were sent on February 28, 2025
- Published in the CDA Press on March 1, 2025
- Property posted on March 10, 2025



ZC-1-25: Zone Change Request for 213 E. Harrison Location Map (Site Context)



ZC-1-25: Zone Change Request for 213 E. Harrison Planning & Zoning Commission Recommendation

At their public hearing on **February 11, 2025**, the Planning Commission considered the applicant's request for a zone change from C-17PUD to C-17. After deliberation, the Commission voted 4-1 to recommend approval of a zone change to **C-17L** instead of the requested C-17.

ZC-1-25: Zone Change Request for 213 E. Harrison History & Background Information

Summary of Past Actions on 213 Harrison Avenue (ZC-3-80):

The applicants sought to rezone the property from R-1 (Residential One) to C-1aL-PUD (Commercial One-A Limited / Planned Unit Development) to remodel the existing residence into an insurance/real-estate office.

Public Hearing Highlights:

- Planning Commission Recommendation (February 12, 1980)
- City Council Review (March 4 and April 1, 1980)

On April 1, 1980, the City Council approved the zone change (4-2 vote) with the condition that the structure retain a residential appearance.

Conditions of Approval- As detailed in Ordinance No. 1611, the zone change approval included the following conditions:

1. The property was rezoned to C-1aL-PUD with the specific limitation that the site layout and use be restricted to remodeling the existing house into an insurance/real estate office.
2. The structure had to maintain its residential style.
3. The development was required to install 8-foot sidewalks along street frontages to comply with commercial site improvement standards.

NOTE: As near as staff can tell, this specific PUD was allowed even though the property is less than 1.5 acres, due to the building moratorium on development in the late 1970s because of wastewater limitations. The structure was never converted to an insurance/real-estate office. Since the PUD approval was tied together with the zone change under those circumstances, staff required the applicant apply for a zone change to remedy the situation 45 years later.

ZC-1-25: Zone Change Request for 213 E. Harrison

Applicant's Narrative & Zoning Implications

"Our intended use for the property will be a Professional Management office in the existing residential structure. We would like to then build a Caretakers unit additionally on the property with additional space on the ground floor to provide some window displays, as from time-to-time we have customers that request to see examples of a unit."

17.03.060: GENERAL DESCRIPTION OF SERVICE ACTIVITIES:

Q. General Construction Services: Activities that include the provision of services typically performed off the premises by building contractors, or by any of the trades involved in building construction, typically including plumbing, painting, electrical, roofing, carpentry, heating and sheet metal contracting when related to building construction and other services.

17.02.040: DEFINITIONS V:

A. "Caretaker's unit" means a dwelling unit designed and used as a single living unit and provided with living, sleeping, kitchen, and bathroom facilities with a maximum of one thousand four hundred (1,400) square feet that must be accessory to the commercial or manufacturing facility on the property and limited to occupancy of an employee or owner of the property.

ZC-1-25: Zone Change Request for 213 E. Harrison

Four Findings Required

Finding #B1:

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

Finding #B2:

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

Finding #B3:

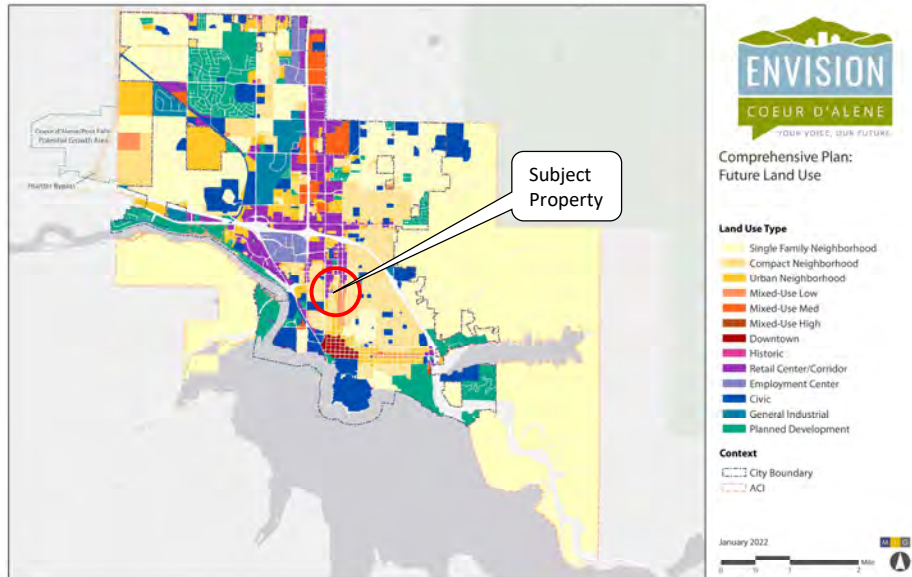
That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

Finding #B4:

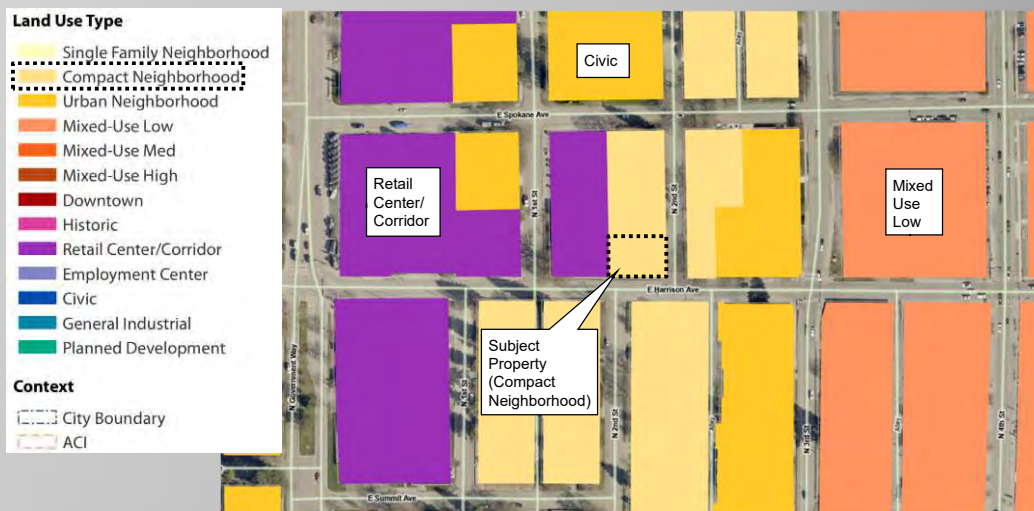
That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

ZC-1-25: Zone Change Request for 213 E. Harrison

Finding #B1: That this proposal (is) (is not) in conformance with the Comprehensive Plan.



ZC-1-25: Zone Change Request for 213 E. Harrison Future Land Use Map



ZC-1-25: Zone Change Request for 213 E. Harrison 2042 Comprehensive Plan Place Types

Place Types represent the form of future development, as envisioned by the residents of Coeur d'Alene. Place Types will in turn provide the policy level guidance that will inform the City's Development Ordinance.

Each Place Type corresponds to multiple zoning districts that will provide a high-level of detail and regulatory guidance on items such as height, lot size, setbacks, and allowed uses.

ZC-1-25: Zone Change Request for 213 E. Harrison

Place Type: Compact Neighborhood

Compact Neighborhood places are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities.

Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

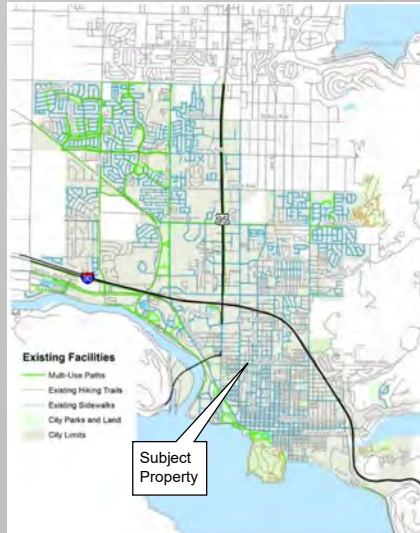
Compatible Zoning: R-12 and R-17; MH-8; NC and CC

ZC-1-25: Zone Change Request for 213 E. Harrison 2022-2042 Comp Plan: Transportation

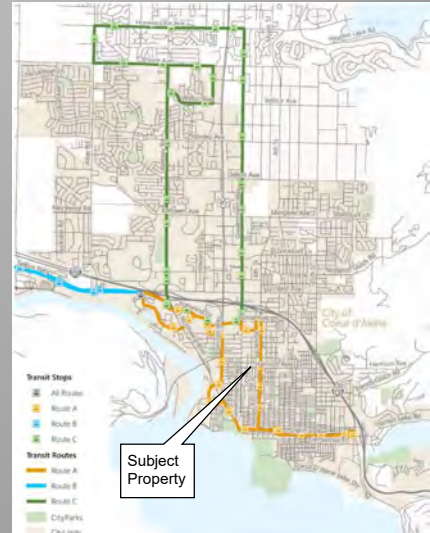
Existing and Planned Bicycle Network:



Existing and Planned Walking Network:



Existing Transit Network:



ZC-1-25: Zone Change Request for 213 E. Harrison 2042 Comprehensive Plan Goals and Objectives

Community & Identity

Goal CI 1: Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 2: Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

Objective CI 2.1: Maintain the community's friendly, welcoming atmosphere and its small-town feel.

ZC-1-25: Zone Change Request for 213 E. Harrison 2042 Comprehensive Plan Goals and Objectives

Growth & Development

Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

Objective GD 1.3: Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

Objective GD 1.4: Increase pedestrian walkability and access within commercial development.

Objective GD 1.5: Recognize neighborhood and district identities.

Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

ZC-1-25: Zone Change Request for 213 E. Harrison

Jobs & Economy

Goal JE 1: Retain, grow, and attract businesses.

Objective JE 1.2: Foster a pro-business culture that supports economic growth.

ZC-1-25: Zone Change Request for 213 E. Harrison
Finding #B2: That public facilities and utilities (are) (are not) available and adequate for the proposed use.

PUBLIC FACILITIES & UTILITIES:

City staff from Streets & Engineering, Water, Fire, and the Wastewater Departments have reviewed the application request in regards to public utilities and public facilities.

Each department has indicated that there are adequate public facilities and public utilities available to serve the proposed zone change request.

** See pages 14 and 15 of the staff report for full departmental comments.*



ZC-1-25: Zone Change Request for 213 E. Harrison
Finding #B3: That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

PHYSICAL CHARACTERISTICS:

The surrounding streets are primarily residential in character, with single-family homes situated on modestly sized lots. West of the subject property is St. Vincent de Paul HELP Center. Harrison Avenue serves as a key east-west corridor with limited pedestrian infrastructure, as sidewalks are sparse along residential sections. While some parcels have undergone redevelopment, much of the area retains its mid-century neighborhood character, with a mix of older homes and newer infill projects.



ZC-1-25: Zone Change Request for 213 E. Harrison
Photo of front of home from Harrison Avenue looking north:



ZC-1-25: Zone Change Request for 213 E. Harrison
Intersection of Harrison Avenue & 2nd Street looking north:



ZC-1-25: Zone Change Request for 213 E. Harrison
Side of home looking SW from 2nd Street:



ZC-1-25: Zone Change Request for 213 E. Harrison

Looking west down Harrison Avenue toward Government Way showing mix of residential, commercial, and civic uses (Red arrow pointing to the St. Vincent De Paul HELP Center):



ZC-1-25: Zone Change Request for 213 E. Harrison

Looking east down Harrison Avenue toward 3rd Street showing mix of residential, commercial, and civic uses:



ZC-1-25: Zone Change Request for 213 E. Harrison

Finding #B4: 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 zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. However, the applicant states that they intend to use the existing structure to create two business offices. Additionally, they intend to construct a caretaker's unit on the property. Using Land Use Code 710 – General Office Building from the ITE Trip Generation Manual, and assuming approximately 1400 sf of office space, it can be estimated that this use will generate 18 additional trips per day with 2 additional a.m. peak hour trips and 2 additional p.m. peak hour trips. The caretaker's unit can be assumed to add no additional trips vs. the permitted residential use. It is unlikely that this use will adversely affect traffic. All sidewalk deficiencies on Harrison Avenue must be corrected, new sidewalk installed on 2nd Street, and a pedestrian ramp installed at the corner at the time of building permit/construction. An easement will be required to accommodate the sidewalk on 2nd Street, which will be addressed at the time of development.

-Submitted by Chris Bosley, City Engineer

ZC-1-25: Zone Change Request for 213 E. Harrison

Finding #B4: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

NEIGHBORHOOD CHARACTER:

The neighborhood surrounding 213 E Harrison Avenue is characterized by a mix of historical development and gradual transformation. Harrison Avenue serves as a local connector street, providing access to the downtown core and nearby amenities. Recent commercial development along 3rd and 4th Streets has contributed to the area's growing commercial vitality, while nearby north-south collectors provide connections to downtown and the I-90 freeway.

The area is predominantly residential, featuring early to mid-20th-century homes in a variety of architectural styles, including Craftsman bungalows, traditional cottages, and ranch-style houses. Many homes retain their original character, complemented by mature trees, landscaped yards, and porches. The neighborhood includes a mix of residential, civic, and commercial uses.

ZC-1-25: Zone Change Request for 213 E. Harrison Existing Zoning Map



ZC-1-25: Zone Change Request for 213 E. Harrison

Proposed C-17L Zoning District:

- A. The C-17L district is intended as a low density commercial and residential mix district. This district permits residential development at a density of seventeen (17) units per gross acre as specified by the R-17 district and limited-service commercial businesses whose primary emphasis is on providing a personal service.
- B. Retail/wholesale commercial would require the granting of a special use permit in accordance with section 17.09.205 of this title.
- C. This district is suitable as a transition between residential and commercial zoned areas and should be located on designated collector streets or better for ease of access and to act as a residential buffer.



ZC-1-25: Zone Change Request for 213 E. Harrison

Principal Uses permitted in the C-17L district:

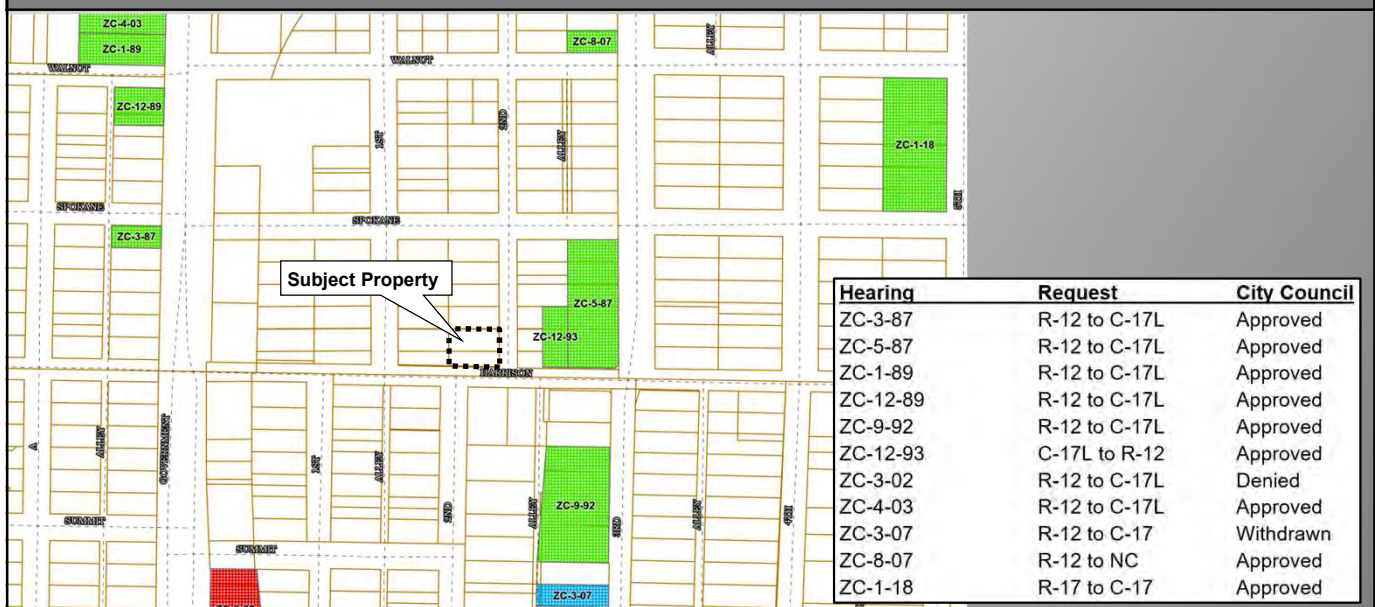
- | | | |
|---|--|--|
| • <u>Administrative offices.</u> | • Duplex housing (as specified by the R-12 district). | • Neighborhood recreation. |
| • Automobile parking when serving an adjacent business or apartments. | • Essential service. | • Nursing/convalescent/rest homes for the aged. |
| • Banks and financial establishments. | • Group dwelling - detached housing. | • Personal service establishment. |
| • Boarding house. | • Handicapped or minimal care facility. | • <u>Professional offices.</u> |
| • Childcare facility. | • Home occupation. | • Public recreation. |
| • Commercial film production. | • Hospitals/healthcare. | • Rehabilitative facility. |
| • Community assembly. | • Juvenile offenders facility. | • Religious assembly. |
| • Community education. | • Multiple-family housing (as specified by the R-17 district). | • Single-family detached housing (as specified by the R-8 district). |



ZC-1-25: Zone Change Request for 213 E. Harrison Land Use Map



ZC-1-25: Zone Change Request for 213 E. Harrison Prior Zone Changes in the Vicinity



ZC-1-25: Zone Change Request for 213 E. Harrison Action Alternatives

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

- ☐ Adopt the C-17L Zoning
- ☐ Deny the C-17L Zoning

ZC-1-25: Zone Change Request for 213 E. Harrison Location Map



ZC-1-25: Zone Change Request for 213 E. Harrison**17.09.140: CONDITIONAL REZONING:**

The City Council may impose conditions upon rezoning where such conditions are required to ensure that proposed uses of the area are consistent with community needs and its public health, safety, and general welfare. The Planning Commission may recommend conditions upon rezoning, for the City Council's consideration. (Ord. 1691 §1(part), 1982)



PAID

ZONE CHANGE APPLICATION

CITY OF COEUR D'ALENE

JAN 8 1 2025

STAFF USE ONLYDate Submitted: _____ Received by: 12-31-24 Fee paid: _____ Project # ZC-1-25**REQUIRED SUBMITTALS****Application Fee: \$ 1,200.00**

Publication Fee: \$300.00

Mailing Fee: \$6.00 per hearing

**Public Hearing with the Planning Commission and City Council required*

A **COMPLETE APPLICATION** is required at time of application submittal, as determined and accepted by the Planning Department located at

- ☒ **Completed application form**
- ☒ **Application, Publication, and Mailing Fees**
- ☒ **A report(s) by an Idaho licensed Title Company:** Owner's list and three (3) sets of mailing labels with the owner's addresses prepared by a title company, using the last known name/address from the latest tax roll of the County records. This shall include the following:
 1. All property owners within 300ft of the external boundaries. *** Non-owners list no longer required***
 2. All property owners with the property boundaries.
- ☒ **A report(s) by an Idaho licensed Title Company:** Title report(s) with correct ownership easements, and encumbrances prepared by a title insurance company and a copy of the tax map showing the 300ft mailing boundary around the subject property. The report(s) shall be a full Title Report and include the Listing Packet.
- ☒ **A written narrative:** Including zoning, how proposal relates to the 2007 Comprehensive Plan Category, Neighborhood Area, applicable Special Areas and appropriate Goals and Policies, and Policies and how they support your request.
- ☒ **A legal description:** in MS Word compatible format.
- ☒ **A vicinity map:** To scale, showing property lines, thoroughfares, existing and proposed zoning, etc.

DEADLINE FOR SUBMITTALS

The Planning Commission meets on the second Tuesday of each month. The completed form and other documents must be submitted to the Planning Department not later than the first working day of the month that precedes the next Planning Commission meeting at which this item may be heard.

PUBLIC HEARING NOTICE SIGN TO BE POSTED ON SUBJECT PROPERTY:

The applicant is required to post a public hearing notice, provided by the Planning Department, on the property at a location specified by the Planning Department. This posting must be done one (1) week prior to the date of the Planning Commission meeting at which this item will be heard. An affidavit testifying where and when the notice was posted, by whom, and a picture of the notice posed on the property is also required and must be returned to the Planning Department.

APPLICATION INFORMATION

PROPERTY OWNER: Aaron B Mote		
MAILING ADDRESS: 503 W Vista Dr.		
CITY: Coeur D'Alene	STATE: ID	ZIP: 83815
PHONE: 720-207-3312	FAX:	EMAIL: office@directsiding.com
APPLICANT OR CONSULTANT: Aaron B Mote		STATUS: ENGINEER OTHER
MAILING ADDRESS: 503 W Vista Dr.		
CITY: Coeur D'Alene	STATE: ID	ZIP: 83815
PHONE: 720-288-4680	FAX:	EMAIL: office@directsiding.com

FILING CAPACITY

- ☒ Recorded property owner as to of 11/29/2022
- ☐ Purchasing (under contract) as of _____
- ☐ The Lessee/Renter as of _____
- ☐ Authorized agent of any of the foregoing, duly authorized in writing. (*Written authorization must be attached*)

SITE INFORMATION:

PROPERTY LOCATION OR ADDRESS OF PROPERTY: 213 E Harrison Ave. Coeur d'Alene		
EXISTING ZONING (CHECK ALL THAT APPLY): R-1 <input type="checkbox"/> R-3 <input type="checkbox"/> R-5 <input type="checkbox"/> R-8 <input type="checkbox"/> R-12 <input type="checkbox"/> R-1 <input type="checkbox"/> MH-8 <input type="checkbox"/> NC <input checked="" type="checkbox"/> C-17 <input type="checkbox"/> C-17L <input type="checkbox"/> DC <input type="checkbox"/> LM <input type="checkbox"/> M <input type="checkbox"/> NW <input type="checkbox"/>		
PROPOSED ZONING (CHECK ALL THAT APPLY): R-1 <input type="checkbox"/> R-3 <input type="checkbox"/> R-5 <input type="checkbox"/> R-8 <input type="checkbox"/> R-12 <input type="checkbox"/> R-1 <input type="checkbox"/> MH-8 <input type="checkbox"/> NC <input checked="" type="checkbox"/> C-17 <input checked="" type="checkbox"/> C-17L <input type="checkbox"/> DC <input type="checkbox"/> LM <input type="checkbox"/> M <input type="checkbox"/> NW <input type="checkbox"/>		
TAX PARCEL #: 109102	EXISTING ZONING: C-17PUD	TOTAL NET AREA/ACRES: .177 Acres
GROSS AREA/ACRES: .21 Acres	CURRENT LAND USE: Residential	ADJACENT LAND USE: Commercial
DESCRIPTION OF PROJECT/REASON FOR REQUEST: We propose converting the existing single-family home into two private office spaces for our small local business. This plan includes adding signage at the front and enhancing the entrance with a wide, commercially compliant walkway. Additionally, we intend to construct an accessory caretaker's unit to maintain and oversee the property, given the unique challenges presented by our proximity to the neighboring Help Center.		

CERTIFICATION OF PROPERTY OWNER(S) OF RECORD:

I have read and consent to the filing of this application as the owner of record of the area being considered in this application.

Name: Aaron Mote Telephone No.: 720-207-3312

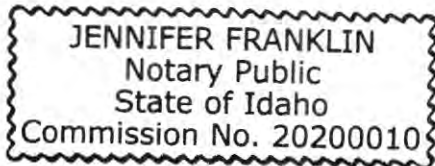
Address: 503 W Vista Dr. Coeur D'Alene

Signed by Owner: 

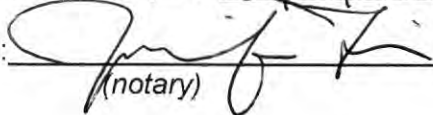
Notary to complete this section for all owners of record:

Subscribed and sworn to me before this 14th day of November, 2024.

Notary Public for Idaho Residing at: 1410 N. Government Way Coeur D'Alene, ID 83814



My commission expires: 01/02/2026

Signed: 
(notary)

**For multiple applicants or owners of record, please submit multiple copies of this page.*

I (We) the undersigned do hereby make petition for a zone change of the property described in this petition, and do certify that we have provided accurate information as required by this petition form, to the best of my (our) ability.

Be advised that all exhibits presented will need to be identified at the meeting, entered into the record, and retained in the file.

DATED THIS _____ DAY OF _____ 20____

REQUIRED CERTIFICATIONS:

OWNERSHIP LIST:

Attached is a listing of the addresses of all property owners within 300 feet of this request as described under "Submittals".

The list was compiled by Kootenai Title on 11/1/2024.
(title company) (date)

RESIDENTS LIST:

Attached is a listing of the addresses of all residences that are not owner-occupied within 300 feet of this request as described under "Submittals".

The list was compiled by Kootenai Title on 11/1/2024.
(name) (date)

CERTIFICATION OF APPLICANT:

I, Aaron Mote, being duly sworn, attests that he/she is the applicant of this
(Insert name of applicant)

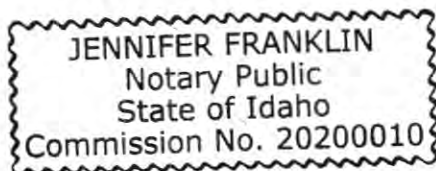
request and knows the contents thereof to be true to his/her knowledge.

Signed: [Signature]
(applicant)

Notary to complete this section for applicant:

Subscribed and sworn to me before this 14th day of November, 2024.

Notary Public for Idaho Residing at: 1416 N. Government Way Coeur d'Alene, ID 83814



My commission expires: 01/01/2026

Signed: [Signature]
(notary)

CLARK, TRACI

From: HOLM, SEAN
Sent: Thursday, January 9, 2025 9:36 AM
To: CLARK, TRACI
Subject: FW: Zone Change Request

Traci,

Could you please archive the email below as part of their application?
I wanted him to provide something tangible vs. just a phone call.

Thanks!
s

From: Aaron Mote <aaron@directsiding.com>
Sent: Thursday, January 9, 2025 8:35 AM
To: HOLM, SEAN <SHOLM@cdaid.org>
Subject: Re: Zone Change Request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Sean,

For the zone change request, we would like to proceed with a C-17 request.

Thank you for the phone call!

Best Regards,
Aaron Mote

Get [Outlook for iOS](#)

From: HOLM, SEAN <SHOLM@cdaid.org>
Sent: Wednesday, January 8, 2025 4:13 PM
To: aaron@directsiding.com <aaron@directsiding.com>
Subject: Zone Change Request

All the best,
Sean E. Holm
Senior Planner | City of Coeur d'Alene
208.676.7401

213 E Harrison - Rezoning Narrative

We are requesting to rezone to C-17L.

Our intended use for the property will be a Professional Management office in the existing residential structure.

Additionally, we intend to then build an Accessory Caregiving Unit (ADU). The ADU will provide additional security on the property, required by vagrancy prevalent in the area, as well to provide an affordable housing unit to offer one of our employees to enjoy living in Downtown CDA.

With 2 existing off-street parking spots, and plans to add additional parking in front of the ADU, accessible off Harrison, adequate parking will be provided.

Place Type - C-17

Our intended use is well aligned with the key characteristics outlined the C-17L guidelines.

Special Areas

Our intended use is also well aligned with the vision for Midtown outlined in the “Special Areas,” as we are contributing to a “lively neighborhood business district with a mixture of uses, including retail, services, and residential” and additionally “Housing is encouraged both above and behind commercial uses.” Additionally our goal is to increase safety by widening the sidewalk and adding lighting and make a significant investment in the landscaping so that it is also very appealing to pedestrians.

Goal GD 1

Our intention is to use our property at 213 E Harrison as a professional management office (long term real estate management) with the existing structure, as well as to build a Caretakes unit in the new structure is well-aligned with Goal GD 1.

Goal CI 2

Given we have had issues with vagrancy on the back side of the property, including multiple times homeless at night alongside our back fence shared with the Help Center, trash being thrown over the fence, as well the front door being kicked in across the street at an ADU being built on the corner – we look forward to provide a housing unit for our employee to caretake the property and keep watch over the investment we plan to make here in Midtown.

Goal CL 2

With the heavy traffic and consistent speeding (often exceeding 15 MPH over the posted 25 MPH limit), we often worry about pedestrians crossing the staggered 2nd street. We look forward to developing a proper wide sidewalk and increasing lighting to increase the safety for all pedestrians.

Goal JE 1

Direct Siding is a locally owned family business founded by a Coeur D'Alene native and Gonzaga graduate. We look forward to hiring 1-2 office / administrative professionals that will work at this location, allowing us to better legitimize our business in the eyes of the CDA Community with a physical location customers can visit to drop off contracts & checks.

Goal JE 3

Aaron enjoys working with local entrepreneurs, and currently mentors multiple young business owners in the local CDA community, including Jason Wheeler of Huckleberry Junk Removal and Josh Montgomery of Blue Cedar Contracting. This office space will allow Aaron to much better space to work with other local businesses & entrepreneurs.

Goal ER 1

Commercial zoning will enable us to enhance pedestrian safety by expanding the sidewalk on the Harrison road side of the property. We also plan to add one or two appropriately-sized trees that complement the streetscape without obstructing visibility or driveway access.

COMPREHENSIVE PLAN GOALS AND OBJECTIVES

Community & Identity



Goal CI 1

Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.



OBJECTIVE CI 1.1

Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.



Goal CI 2

Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.



OBJECTIVE CI 2.1

Maintain the community's friendly, welcoming atmosphere and its smalltown feel.



OBJECTIVE CI 2.2

Support programs that preserve historical collections, key community features, cultural heritage, and traditions.



Goal CI 3

Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.



OBJECTIVE CI 3.1

Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.



Goal CI 4

Coeur d'Alene is a community that works to support cultural awareness, diversity and inclusiveness.



OBJECTIVE CI 4.1

Recognize cultural and economic connections to the Coeur d'Alene Tribe, acknowledging that this area is their ancestral homeland.



OBJECTIVE CI 4.2

Create an environment that supports and embraces diversity in arts, culture, food, and self-expression.



OBJECTIVE CI 4.3

Promote human rights, civil rights, respect, and dignity for all in Coeur d'Alene.

Education & Learning



Goal EL 3

Provide an educational environment that provides open access to resources for all people.



OBJECTIVE EL 3.2

Provide abundant opportunities for and access to lifelong learning, fostering mastery of new skills, academic enrichment, mentoring programs, and personal growth.



OBJECTIVE EL 3.3

Support educators in developing and maintaining high standards to attract, recruit, and retain enthusiastic, talented, and caring teachers and staff.

**Goal EL 4**

Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

**OBJECTIVE EL 4.1**

Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.

**OBJECTIVE EL 4.2**

Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.

Environment & Recreation**Goal ER 1**

Preserve and enhance the beauty and health of Coeur d'Alene's natural environment.

**OBJECTIVE ER 1.1**

Manage shoreline development to address stormwater management and improve water quality.

**OBJECTIVE ER 1.2**

Improve the water quality of Coeur d'Alene Lake and Spokane River by reducing the use of fertilizers, pesticides, herbicides, and managing aquatic invasive plant and fish species.

**OBJECTIVE ER 1.3**

Enhance and improve lake and river habitat and riparian zones, while maintaining waterways and shorelines that are distinctive features of the community.

**OBJECTIVE ER 1.4**

Reduce water consumption for landscaping throughout the city.

**Goal ER 2**

Provide diverse recreation options.

**OBJECTIVE ER 2.2**

Encourage publicly-owned and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities (both outdoor and indoor), hiking and biking pathways, open space, passive recreation, and water access for people and motorized and non-motorized watercraft.

**OBJECTIVE ER 2.3**

Encourage and maintain public access to mountains, natural areas, parks, and trails that are easily accessible by walking and biking.

**Goal ER 3**

Protect and improve the urban forest while maintaining defensible spaces that reduces the potential for forest fire.

**OBJECTIVE ER 3.1**

Preserve and expand the number of street trees within city rights-of-way.

**OBJECTIVE ER 3.2**

Protect and enhance the urban forest, including wooded areas, street trees, and "heritage" trees that beautify neighborhoods and integrate nature with the city.

**OBJECTIVE ER 3.3**

Minimize the risk of fire in wooded areas that also include, or may include residential uses.

**OBJECTIVE ER 3.4**

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

**Goal ER 4**

Reduce the environmental impact of Coeur d'Alene.

**OBJECTIVE ER 4.1**

Minimize potential pollution problems such as air, land, water, or hazardous materials.

**OBJECTIVE ER 4.2**

Improve the existing compost and recycling program.

Growth & Development

**Goal GD 1**

Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

**OBJECTIVE GD 1.1**

Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

**OBJECTIVE GD 1.3**

Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

**OBJECTIVE GD 1.4**

Increase pedestrian walkability and access within commercial development.

**OBJECTIVE GD 1.5**

Recognize neighborhood and district identities.

**OBJECTIVE GD 1.6**

Revitalize existing and create new business districts to promote opportunities for jobs, services, and housing, and ensure maximum economic development potential throughout the community.

**OBJECTIVE GD 1.7**

Increase physical and visual access to the lakes and rivers.

**OBJECTIVE GD 1.8**

Support and expand community urban farming opportunities.

**Goal GD 2**

Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

**OBJECTIVE GD 2.1**

Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

**OBJECTIVE GD 2.2**

Ensure that City and technology services meet the needs of the community.

**Goal GD 3**

Support the development of a multimodal transportation system for all users.

**OBJECTIVE GD 3.1**

Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.

**OBJECTIVE GD 3.2**

Provide an accessible, safe, efficient multimodal public transportation system including bus stop amenities designed to maximize the user experience.

**Goal GD 4**

Protect the visual and historic qualities of Coeur d'Alene

**OBJECTIVE GD 4.1**

Encourage the protection of historic buildings and sites.

- ☐ **Goal GD 5**
Implement principles of environmental design in planning projects.

- ☐ **OBJECTIVE GD 5.1**
Minimize glare, light trespass, and skyglow from outdoor lighting.

Health & Safety

- ☐ **Goal HS 1**
Support social, mental, and physical health in Coeur d'Alene and the greater region.

- ☐ **OBJECTIVE HS 1.1**
Provide safe programs and facilities for the community's youth to gather, connect, and take part in healthy social activities and youth-centered endeavors.
- ☐ **OBJECTIVE HS 1.2**
Expand services for the city's aging population and other at-risk groups that provide access to education, promote healthy lifestyles, and offer programs that improve quality of life.
- ☐ **OBJECTIVE HS 1.3**
Increase access and awareness to education and prevention programs, and recreational activities.

- ☐ **Goal HS 3**
Continue to provide exceptional police, fire, and emergency services.

- ☐ **OBJECTIVE HS 3.2**
Enhance regional cooperation to provide fast, reliable emergency services.
- ☐ **OBJECTIVE HS 3.3**
Collaborate with partners to increase one on one services.

Jobs & Economy

- ☐ **Goal JE 1**
Retain, grow, and attract businesses

- ☐ **OBJECTIVE JE 1.1**
Actively engage with community partners in economic development efforts.
- ☐ **OBJECTIVE JE 1.2**
Foster a pro-business culture that supports economic growth.

- ☐ **Goal JE 3**
Enhance the Startup Ecosystem

- ☐ **OBJECTIVE JE 3.1**
Convene a startup working group of business leaders, workforce providers, and economic development professionals and to define needs.
- ☐ **OBJECTIVE JE 3.2**
Develop public-private partnerships to develop the types of office space and amenities desired by startups.
- ☐ **OBJECTIVE JE 3.3**
Promote access to the outdoors for workers and workers who telecommute.
- ☐ **OBJECTIVE JE 3.4**
Expand partnerships with North Idaho College, such as opportunities to use the community maker space and rapid prototyping (North Idaho College Venture Center and Gizmo) facilities.

**PLANNING & ZONING COMMISSION
MINUTES
LOWER LEVEL – LIBRARY COMMUNITY ROOM
702 E. FRONT AVENUE
FEBRUARY 11, 2025**

COMMISSIONERS PRESENT:

Tom Messina, Chairman
Sarah McCracken
Lynn Fleming
Phil Ward
Peter Luttrupp

STAFF MEMBERS PRESENT:

Hilary Patterson, Community Planning Director
Sean Holm, Senior Planner
Traci Clark, Administrative Assistant
Randy Adams, City Attorney

Commissioners Absent:

Jon Ingalls, Vice-Chair
Mark Coppess

CALL TO ORDER:

The meeting was called to order by Chairman Messina at 5:30 p.m.

APPROVAL OF MINUTES:

Motion by Commissioner Fleming, seconded by Commissioner McCracken, to approve the minutes of the Planning Commission meeting on December 10, 2024 workshop minutes. Motion carried.

PUBLIC COMMENTS:

None.

STAFF COMMENTS:

Hilary Patterson, Community Planning Director, provided the following comments:

- Mike Behary, Associate Planner will be retiring next Wednesday after 9 ½ years of service at the city. We are sad to see him go.
- The March 11, Planning & Zoning Commission meeting will be a proposed zone change associated with the Coeur Terre project. They are seeking a small zone change request, a portion on the NW property away from all the residential areas where they want to change the zoning and also change the zoning where they want to change the well site. They have worked with the City's Water Department to reconfigure the appropriate site for the well. There will be an amendment to the development agreement as well.

COMMISSION COMMENTS:

None.

PUBLIC HEARING: *ITEM BELOW IS CONSIDERED TO BE AN ACTION ITEM.**

1. Applicant: Aaron Mote
 Location: 213 E. Harrison Ave
 Request: A proposed zone change from a C-17PUD to a C-17 on a parcel measuring
 0.213 acres (ZC-1-25)

Mr. Holm, Senior Planner, provided the following statements:

The applicant is requesting approval of a zone change from C-17PUD to a C-17.

BACKGROUND INFORMATION:

Summary of Past Actions on 213 Harrison Avenue (ZC-3-80):

The applicants, Frank K. Myers and Julie A. Clovis, sought to rezone the property from R-1 (Residential One) to C-1aL-PUD (Commercial One-A Limited / Planned Unit Development) to remodel the existing residence into an insurance/real-estate office.

Public Hearing Highlights from prior request:

Planning Commission Recommendation (February 12, 1980):

The Planning Commission unanimously recommended approval of the zone change, subject to the condition that the structure be retained in a residential style.

Justifications for the recommendation included:

- The Comprehensive Plan designated the property as suitable for Neighborhood Service.
- The requested use aligned with the Neighborhood Service designation.
- The existing curb cut on Harrison Avenue, though not ideal, was the best alternative to encroaching on a residential street (2nd St.).

City Council Review (March 4 and April 1, 1980):

The initial hearing on March 4, 1980, was continued to April 1, 1980, to allow the Traffic Safety Committee to explore one-way traffic feasibility on Harrison Avenue. The Traffic Safety Committee ultimately recommended against the one-way street.

On April 1, 1980, the City Council approved the zone change (4-2 vote) with the condition that the structure retain a residential appearance.

Conditions of Approval- As detailed in Ordinance No. 1611, the zone change approval included the following conditions:

- The property was rezoned to C-1aL-PUD with the specific limitation that the site layout and use be restricted to remodeling the existing house into an insurance/real estate office.
- The structure had to maintain its residential style.
- The development was required to install 8-foot sidewalks along street frontages to comply with commercial site improvement standards.

The applicants narrative states: "our intended use for the property will be a Professional Management office in the existing residnetial structure. We would like to then build a Caretakers Unit additionally on the property with additional space on the ground floor to provide some window displays, as from time-to time we have customers tht request to see examples of a unit."

There are Four (4) findings that must be met for the re-zoning, Findings B#1-B#4.

1. **Findings B#1: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.**

2042 COMPREHENSIVE PLAN LAND USE:

- The subject property is within city limits.
- The City's 2022-2042 Comprehensive Plan categorizes this area as a "Compact Neighborhood" Place Type

Place Types

Place Types represent the form of future development, as envisioned by the residents of Coeur d'Alene. These Place Types provide the policy-level guidance that will inform the City's Development Ordinance. Each Place Type corresponds to multiple zoning districts that will provide a high-level of detail and regulatory guidance on items such as height, lot size, setbacks, adjacencies, and allowed uses.

Compact Neighborhood

Compact Neighborhood places are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas. **Compatible Zoning: R-12 and R-17; MH-8; NC and CC**

Comprehensive Plan Policy Framework:

Community & Identity

Goal CI 1: Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 2: Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

Objective CI 2.1: Maintain the community's friendly, welcoming atmosphere and its small-town feel.

Growth & Development

Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

Objective GD 1.3: Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

Objective GD 1.4: Increase pedestrian walkability and access within commercial development.

Objective GD 1.5: Recognize neighborhood and district identities.

Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

Jobs & Economy

Goal JE 1: Retain, grow, and attract businesses.

Objective JE 1.2: Foster a pro-business culture that supports economic growth.

2. **Findings B#2:** That the public facilities and utilities (are) (are not) available and adequate for the proposed use.

- City staff from Engineering, Streets, Water, Fire, Police Parks and Wastewater Departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are adequate public facilities and public utilities available to serve the proposed zone change request.

3. **Findings B#3:** That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

PHYSICAL CHARACTERISTICS:

The immediate area is characterized by a mix of small-scale residential and commercial development on a relatively flat elevation. The parcel itself sits at the northwest corner of Harrison Avenue and 2nd Street and is approximately 9,411 square feet in size. The structure on the property is a mid-20th-century house, retaining most of its original residential architectural style. The site features a sidewalk along Harrison, a paved driveway on 2nd St., and minimal landscaping along the frontages with mature trees in the NW corner of the lot.

The surrounding streets are primarily residential in character, with single-family homes situated on modestly sized lots. West of the subject property is St. Vincent de Paul HELP Center. Harrison Avenue serves as a key east-west corridor with limited pedestrian infrastructure, as sidewalks are sparse along residential sections. While some parcels have undergone redevelopment, much of the area retains its mid-century neighborhood character, with a mix of older homes and newer infill projects.

4. **Findings B#4:** 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 zone change itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. However, the applicant states that they intend to use the existing structure to create two business offices. Additionally, they intend to construct a caretaker's unit on the property. Using Land Use Code 710 – General Office Building from the ITE Trip Generation Manual, and assuming approximately 1400 sf of office space, it can be estimated that this use will generate 18 additional trips per day with 2 additional a.m. peak hour trips and 2 additional p.m. peak hour trips. The caretaker's unit can be assumed to add no additional trips vs. the permitted residential use. It is unlikely that this use will adversely affect traffic. All sidewalk deficiencies on Harrison Avenue must be corrected, new sidewalk installed on 2nd Street, and a pedestrian ramp installed at the corner at the time of building permit/construction. An easement will be required to accommodate the sidewalk on 2nd Street, which will be addressed at the time of development.

NEIGHBORHOOD CHARACTER:

The neighborhood surrounding 213 E Harrison Avenue is characterized by a mix of historical development and gradual transformation. Harrison Avenue serves as a local connector street, providing access to the downtown core and nearby amenities. Recent commercial development along 3rd and 4th Streets has contributed to the area's growing commercial vitality, while nearby north-south collectors provide connections to downtown and the I-90 freeway.

The area is predominantly residential, featuring early to mid-20th-century homes in a variety of architectural styles, including Craftsman bungalows, traditional cottages, and ranch-style houses. Many homes retain their original character, complemented by mature trees, landscaped yards, and porches. The neighborhood includes a mix of residential, civic, and commercial uses.

Decision Point:

Mr. Holm noted the action alternatives this evening. The Planning and Zoning Commission must consider the request a recommendation to the City Council on whether the proposed zone change from C-17PUD to C17 should be adopted or rejected.

Mr. Holm, concluded his presentation.

Chairman Messina asked besides C-17 which is being requested, there is a NC (neighborhood commercial). Would that zoning district do what the applicant is asking for as far as an office? My question is based on the information that has been provided in the packets. He has a question about the caretaker's unit, which is basically an ADU. Would they be able to put an accessory use similar to that under a Neighborhood Commercial zoning? It's an apartment for residential caretaker. He wants to find out what other zoning application might work instead of C-17 zoning.

Mr. Holm replied there are a few different ways to accomplish something similar to what he is requesting. NC and CC are both somewhat similar. The scope and size of the building that you can build is a little bit different, but there's an hours of operation limitation. It's done by floor area ratio so the size of the lot determines how much you can build on. There are some limitations to use, but General Construction Services would be allowed. One of the limitations is that the caretaker's unit or a living unit would have to be on top or below grade; it cannot be at the ground level elevation.

Chairman Messina asked if it would have to be a on top or below of one of the general construction service buildings, let's say, or another building that's there. He thought he read there was going to be two buildings there. Is that correct?

Mr. Holm states yes, his understanding was that the applicant was going to have the existing single family home be the office space and build the caretaker's home.

Commissioner McCracken asked about the same two zoning districts (CC and NC) and compared them to C-17 and C-17L that allow uses that are not really compatible with the surrounding residential uses.

Mr. Holm replied the general description of service activities is the "services." The way city code works is you have the category of use if you have the commercial category which is a retail or service, such as taxes, haircut, etc. This would be allowed. Getting back to Chairman Messina's question, the other avenue would be a zone change request for a C-17L which is a limited commercial which would allow for office space but it doesn't allow for the general construction service. C-17L also allows the rest of the C-17 uses through the Special Use Permit process.

Commissioner Ward asked about the C-17PUD. Why can he not do what he wants to do under the current zoning?

Mr. Holm replied because it's not specifically selling insurance or real estate. The PUD locked it down and staff believes it was done as part of the wastewater moratorium from the 1980's.

Commissioner Fleming asked about just modifying the existing PUD?

Mr. Holm replied that staff did have a discussion and it would be such a strange action that the Planning Department did not feel comfortable modifying the PUD. It is not an acre and half so it does not meet the minimums. We felt it would be much better to have the Planning and Zoning Commission decide on the

zone change.

Chairman Messina asked if the applicant would want to do a C-17PUD based on what he wants to use the property for. Would he have to come back and do another application?

Ms. Patterson replied he would not meet the criteria for doing a PUD. The code has changed and he would need an acre and half. There is the conditional zoning option in the zoning code. We have only done that a few times, and these can be very challenging as these are all a carte and these are very hard for staff to manage over time when there are certain uses that are restricted or allowed on specific properties.

Chairman Messina commented that we can't restrict the property but we can rezone.

Mr. Holm replied this is what Ms. Patterson was stating with conditional rezoning. The City Council has approved conditional zoning from time to time. Staff is weary of doing that because it becomes hard to manage over time and ends up being similar to what we have now. If you look at the city's informational zoning sheets and residents come and they ask what can I do with my property and we look at the R-12 zoning, the more time that you put these conditional zones on there, the more staff has to go and find which specific parcels that applies to and give them that information. It becomes quite the task over time.

Commissioner Luttrupp asked if there could be a development agreement.

Mr. Holm replied you can, but it's a very small piece of property.

Commissioner Luttrupp stated the property is surrounded by C-17 and C-17L and this property is between. The applicant wants to go to C-17. It seems like the C-17 would be the proper thing to do without hearing from the applicant first.

Commissioner McCracken asked about the details for parking and where they would have vehicular access onto the lot.

Mr. Holm replied he had discussed this with the City Engineer today and asked him how they would access the site. When this was originally done 45 years ago there was a lot of comments that the residential street shouldn't have commercial traffic on it. The City Engineer said he would rather have the access from the existing point of access on the site which is on Second Street rather than having the traffic stop to wait to turn into a parking lot off of Harrison, however he said if Planning Commission wants it the other way, he would be happy to do either.

Chairman Messina asked what is the C-17 to the west of the property.

Commissioner Fleming replied it was the library years ago.

Public testimony open:

Aaron Mote was sworn and introduced himself. He stated there will be no business operations going on in the lower level of the caretaker's unit. The caretaker's unit is very necessary for that property because of the Help Center next door. He loves St. Vincent de Paul and he has donated \$35,000 dollars this year. But there are serious problems with vagrancy in the area due to the nature of what they do there. People have been known to be sleeping on the back fence line. He lived on the property when he first moved here. He enjoyed living at that property. He considered a rental property instead of the commercial use, but he does not think it would be the best use. The best use would be a small business or professional management office with a caretaker's unit to properly oversee the property with onsite security. There have been beer bottles thrown into the property. He feels he has provided a plan for adequate parking in front of the ADU and he could fit three or four vehicles in front of that. He would have two parking spots for the office. He would like to provide a nice sidewalk and a blinking crosswalk would be a nice addition. He offered to pay for that as well.

Chairman Messina asked Ms. Patterson if the applicant would have to adhere to all of the parking regulations.

Ms. Patterson replied yes, that is correct.

Commissioner Ward asked about the existing building. Will that be converted into the office and you will be adding the additional separate caretaker's unit?

Mr. Mote replied that he would like to put the ADU as far back in the left corner as much as possible to provide as much parking as he can on the property. If he needed to, he would take out the existing garage to provide more room for parking.

Commissioner Ward asked about what kind of business and how much traffic would come and go throughout the day.

Mr. Mote replied he owns Direct Siding. He does mostly in-home consultations right now. This business would be his physical design meeting place. He hopes to have a larger place in three or four years at a different location if he outgrows this space. Right now, he does have some trailers parked on the property. These will be moved as soon as the zone change is approved. He has hired an architect to start this project a year and half ago. He spent some money on the plans and thought he was good to go. Mr. Mote was surprised when this PUD came up as part of the zoning and he learned from city staff that this could not move forward without a zone change. He has been stuck in a situation where he hasn't been able to do anything because he did not know what to do on the property.

Commissioner Ward asked again if his plan was to convert the existing residence to an office use and build a caretakers' facility in the back closer to Vincent De Paul and have the parking and access in the area between the existing building and St. Vincent De Paul.

Mr. Mote replied yes.

Commissioner McCracken asked the applicant to clarify if the siding materials will be stored onsite.

Mr. Mote replied nothing will be stored onsite. There will be maybe one company vehicle parked on the property. He will be removing all trailers and everything will be removed from the property as soon as the development starts. There will be no building materials on the property. It will purely be a real estate office to meet one client at a time.

Chairman Messina asked if he would be remodeling the existing home somewhat to turn it into an office.

Mr. Mote replied there will be a \$75,000 plan to remodel the existing home.

Commissioner McCracken asked if he is just using the business for office use, why can the PUD not just be used.

Mr. Mote replied he could not build the structure with the PUD. He needs the ADU for the investment. He wants someone living there on the property. He will have security cameras.

Barbara Stamas introduced herself and was sworn in. She stated we have caretakers on the street now. She feels the property has deteriorated since the applicant has lived there. The fence has broken down. She is not happy. The parking is horrible. There were 11 people living at the home at one time.

Chairman Messina replied the intent of the caretaker's unit is not an assisted living home. The applicant will explain again what he wants.

Lori Dawson introduced herself and was sworn in. She stated her concern is the caretaker's unit. The parking is an issue. Her garbage cannot get picked up when cars are parked on the street and her street cannot get

cleaned. There is trash is all over. She is concerned with the homeless in the neighborhood.

Applicant Rebuttal:

Mr. Mote said he would like to clarify the caretaker's unit would be for the use of an employee to live on the property and take care of the property, take care of the business, and contribute to the safety of the neighborhood. Going forward with parking there should be two cars during the day for business and maybe a customer during the day. He would like to make the improvements to the property but it been on hold for two years. The existing home is currently unoccupied right now. If he does not get the zone change, he will turn it into a rental.

Commissioner Luttrupp commented that it is zoned C-17PUD currently. This specifies what the use can be limited and restricted to remodeling the existing house into an insurance real estate office. This is the way the property currently sits. You will need a zone change for what you would like to do to either a C-17 or C-17L. He feels the neighbors would feel comfortable with a C-17L because it would be more restrictive. Would that meet your requirements?

Mr. Mote replied he has not reviewed them enough but if they would meet his requirements he would answer yes. He would just want to make sure the zoning district would allow for an ADU.

Ms. Patterson stated the applicant stated this evening he does not intent to have the display or the retail sales at the business. So, it sounds like the C-17L would meet his needs.

Mr. Mote replied he had no intention out retail sales or displays and he thought he made it clear. He apologizes if that was not presented clearly.

Ms. Patterson stated the C-17L does allow the caretaker's apartment and it allows the service uses, including administration professional offices.

Mr. Holm replied in his professional opinion if he is using it as for strictly as an office space for people to show up and open a book, then that is just office space. If there are no goods being stored there. This would be a C-17L use.

Chairman Messina asked Mr. Mote if the existing home will be used as his office space.

Mr. Mote replied 100%.

Chairman Messina asked if the ADU will be used by the employee. Will the employee live there and take care of the property and the office?

Mr. Mote replied yes.

Commissioner Fleming asked if he has reviewed the C-17L zoning sheet.

Ms. Patterson handed Mr. Mote the C-17L zoning district information sheet.

Mr. Mote replied, after look at the sheet, that this would fit what he would like to do on his property.

Commissioner Fleming stated if the Commission recommend the C-17L tonight, would you be happy with that?

Mr. Mote replied yes it would work just fine for his intentions on the property.

Commissioner Luttrupp stated if you were to turn around and sell the property, it would have the C-17L zoning and the uses allowed by right. Are you ok with that?

Mr. Mote replied yes, that would be fair.

Commissioner Luttrupp asked do you feel comfortable with C-17L?

Mr. Mote replied the City initially came back to him with C-17. He just wants to do what is right and both of these zones seem to fit. They both have the ADU as an allowable use.

Chairman Messina stated the C-17 is a broader use. The C-17L is more restrictive.

Mr. Mote replied he is not intending to sell the property. He just wants to use the property for a professional office and an ADU. It works for him either way.

Chairman Messina asked Mr. Adams if the Commission can recommend to change to a C-17 to a C-17L tonight.

Mr. Adams replied if the applicant is willing to do this, the Commission can recommend C-17L to City Council as to the new zoning.

Commissioner McCracken asked where the caretaker's unit would be on the property.

Mr. Mote replied it would be above the garage.

Commissioner McCracken asked about the Community Commercial zoning. You could have the caretaker's unit above the garage without a Special Use Permit. Isn't that correct?

Ms. Patterson replied yes, it has been done before, on 4th Street.

Commissioner McCracken said this would allow both of his uses and be restrictive for the neighbors, right?

Ms. Patterson replied yes, it would require a little more buffering between his uses and the neighbors.

Commissioner McCracken stated yes it would have more buffering and she feels when she looks at C-17L you get into boarding house, group dwelling, education, etc. More uses with parking or religious use. The CC would get his project going but would also limit the uses for the neighbors. She feels like this would balance all the uses out. This would meet all of Mr. Mote's needs without the Special Use Permit and fit the neighborhood the best.

Mr. Mote replied he and Mr. Holm did look at that use.

Mr. Holm stated he and Mr. Mote did look at the Future Land Use Map and those compact neighborhoods. He chose this zone for his request but he was told that ultimately the Commission and City Council will make the final determination.

Commissioner Ward stated he does not have a concern about the office type use. The area along Harrison Avenue is rapidly changing and, in a few years, it will totally be changed. He wants to make sure whatever the commission does this evening keeps the change to the Harrison Avenue frontage. He is not big on spot zones.

Chairman Messina asked Mr. Adams if we do a C-17, would that allow whatever falls under that zoning.

Mr. Adams stated it would allow all uses under the zoning district, unless there was conditional zoning limiting the uses. That is not applicable.

Commissioner Fleming stated if this property sells tomorrow, the C-17 is wide open.

Commissioner Luttrupp stated if you look at this site, the C-17 is moving this way. The proper zoning is either C-17 or C-17L.

Mr. Mote replied he would like the C-17L. He thinks this would work for his needs.

Commissioner McCracken asked if he would consider NC.

Ms. Patterson handed both the NC and CC zoning district information sheet to Mr. Mote for him to look them over and make a decision.

Mr. Mote replied he would like to continue with the C-17L. If he were to sell the property, he would not want to limit the new property owner to not be able to have duplexes, which both NC and CC both restrict those.

Public testimony closed:

Commission Discussion:

Commissioner Luttrupp stated he would like to recommend to change the zone to C-17L.

Chairman Messina commented he likes the C-17L as well. It lets you have the option of a duplex. The NC takes that away.

Commissioner Fleming stated the lot is not large enough for a juvenile facility or a hospital. We are trying not to have it do damage to the neighborhood and have it fit in. C-17L fits nicely. Currently it does harm the residential homes it gets away from the "free for all" of the C-17. He will address the parking. C-17L makes sense.

Motion by Commissioner Fleming, seconded by Commissioner Luttrupp, to recommend that City Council adopt the C-17L zone change (ZC-1-25). Motion carried.

Commissioner McCracken states she feels the NC is a better fit. She would prefer the NC and it would still achieve Mr. Mote's goals and would better protect the neighborhood.

ROLL CALL:

Commissioner Fleming	Voted Aye
Commissioner McCracken	Voted Nay
Commissioner Luttrupp	Voted Aye
Commissioner Ward	Voted Aye
Chairman Messina	Voted Aye

Motion to approve carried by a 4 to 1 vote.

OTHER BUSINESS:

1. Downtown Core/Infill Working Group Progress Update
2. Historic Preservation Commission Efforts

Presented by: Hilary Patterson, Community Planning Director

Downtown Core/Infill Working Group Progress Update

Ms. Patterson said she will be providing an update on the work of the Downtown Core/Infill Working

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

ZC-1-25

INTRODUCTION

This matter having come before the Planning and Zoning Commission on, February 11, 2025 to consider ZC-1-25, a request for a zone change from C-17PUD to a C-17L on a parcel measuring 0.213 acres.

APPLICANT: Aaron Mote

LOCATION: Northwest Corner of E. Harrison Avenue and N. 2nd Street, commonly known as 213 E. Harrison Avenue.

A. FINDINGS OF FACT:

The Planning and Zoning Commission finds that the following facts, A1 through A15, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

- A1.** Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on January 25, 2025.
- A2.** Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on January 31, 2025.
- A3.** Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). sixty-six (66) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on January 24, 2025.
- A4.** Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing.
- A5.** Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b).
- A6.** The subject property contains a single-family home located on the northwest corner of the intersection of Harrison Ave. and 2nd St. The subject site measures 0.213 acres in area and is relatively flat.
- A7.** The subject site is currently zoned Commercial Planned Unit Development (C-17PUD).

- A8.** The neighborhood surrounding 213 E Harrison Avenue is characterized by a mix of historical development and gradual transformation. The area is predominantly residential, featuring early to mid-20th-century homes in a variety of architectural styles, including Craftsman bungalows, traditional cottages, and ranch-style houses. The neighborhood includes a mix of residential, civic, and commercial uses.
- A9.** The Comprehensive Plan Future Land Use Map designation is the Compact Neighborhood place type. The Comprehensive Plan states that the compatible zoning districts are listed as R-12, R-17, MH-8, NC, and CC.
- A10.** According to the Comprehensive Plan, the Compact Neighborhood place type is described as places that are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.
- A11.** The Planning and Zoning Commission has identified the following Comprehensive Plan Goals and Objectives as being applicable to this matter.

Community & Identity

Goal CI 1: Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 2: Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

Objective CI 2.1: Maintain the community's friendly, welcoming atmosphere and its small-town feel.

Growth & Development

Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

Objective GD 1.3: Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

Objective GD 1.4: Increase pedestrian walkability and access within commercial development.

Objective GD 1.5: Recognize neighborhood and district identities.

Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

Jobs & Economy

Goal JE 1: Retain, grow, and attract businesses.

Objective JE 1.2: Foster a pro-business culture that supports economic growth.

- A12.** The applicant has indicated that, if this zone change request is approved, it intends to use the property for a professional management office in the existing residential structure and build a Caretaker's Unit to house an employee of their business to watch over the property. However, it should be noted that if the zone change is approved all uses within the C-17L zoning district would be allowed.
- A13.** City departments have indicated that water and wastewater services are available for a commercial use of the subject property. Sidewalks, hydrants, and stormwater will be addressed

at the time of construction.

- A14.** The subject property is approximately 9,411 square feet in size and contains a house and paved driveway off of 2nd Street. It is relatively flat with minimal landscaping and mature trees in the northwest corner of the lot. The immediate area is characterized by a mix of small-scale residential and commercial development that is primarily residential in nature with some smaller commercial and civic uses.
- A15.** The City Engineer has indicated that the proposed one business office and a caretaker's unit would generate fewer than 18 additional trips per day, and is not expected to adversely affect traffic. The area is predominately residential with some civic and commercial uses. The C-17L zoning district would allow for a wide variety of commercial uses and residential uses by right, as well as accessory uses and those allowed by special use permit. Approval of the zone change request will intensify the potential of the property by increasing the allowable uses and density by-right from C-17PUD to C-17L. The existing PUD limits commercial access to the site from Harrison Avenue and the use of the structure on-site for professional office space, specifically insurance/real estate.

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the Planning and Zoning Commission makes the following Conclusions of Law.

- B1. This proposal **is** in conformance with the Comprehensive Plan policies.
- B2. Public facilities and utilities **are** available and adequate for the proposed use.
- B3. The physical characteristics of the site **make** it suitable for the request.
- B4. The proposal **would not** adversely affect the surrounding neighborhood character, and or with regard to traffic, neighborhood character, and or existing land uses.

C. DECISION

The Planning and Zoning Commission, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zone change **does** comply with the required evaluation criteria and recommends that the City Council **does** adopt the C-17L zoning.


Motion by Commissioner Fleming, seconded by Commissioner Luttropp, to recommend that City Council adopt the application (ZC-1-25) for a zone change to C-17L. Motion carried.

ROLL CALL:

Commissioner Luttrupp	Voted Aye
Commissioner Ward	Voted Aye
Commissioner Fleming	Voted Aye
Commissioner McCracken	Voted Nay
Chairman Messina	Voted Aye

Motion to approve carried by a 4 to 1 vote.

Commissioners Ingalls and Coppess were absent.


CHAIRMAN TOM MESSINA

Dated: February 19, 2025

From: Donna Phillips
To: [CLARK, TRACI](#)
Subject: RE: PUBLIC NOTICE FOR THE CITY COUNCIL MEETING ON MARCH 18, 2025
Date: Friday, February 28, 2025 9:17:47 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning,

The City of Hayden has no comments for this request. Thank you for the opportunity to provide comments.

Donna Phillips, GISP

Community Development Director

From: CLARK, TRACI <TCLARK@cdaid.org>
Sent: Friday, February 28, 2025 8:33 AM
To: CLARK, TRACI <TCLARK@cdaid.org>
Subject: PUBLIC NOTICE FOR THE CITY COUNCIL MEETING ON MARCH 18, 2025

Some people who received this message don't often get email from tclark@cdaid.org. [Learn why this is important](#)

Greetings,

Attached is a copy on the public hearing notice for the next **City Council** Meeting on **Tuesday March 18, 2025.**

If you have any comments, please let me know.

Traci Clark
Administrative Assistant
Planning Department, City of Coeur d'Alene

208.769-2240
tclark@cdaid.org



From: Donna Phillips
To: [CLARK, TRACI](#)
Subject: RE: PUBLIC NOTICE FOR THE P&Z MEETING ON FEBRUARY 11, 2025
Date: Friday, January 24, 2025 12:39:36 PM
Attachments: [image001.png](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning,

Thank you for the opportunity to comment; however, the City of Hayden has no comments for this particular request.

Donna Phillips, GISP

Community Development Director

From: CLARK, TRACI <TCLARK@cdaid.org>
Sent: Friday, January 24, 2025 9:02 AM
To: CLARK, TRACI <TCLARK@cdaid.org>
Subject: PUBLIC NOTICE FOR THE P&Z MEETING ON FEBRUARY 11, 2025

Some people who received this message don't often get email from tclark@cdaid.org. [Learn why this is important](#)

Greetings,

Attached is a copy of the public hearing notice for the next **Planning & Zoning** Meeting on **Tuesday February 11, 2025.**

If you have any comments, please let me know.

Traci Clark
Planning Department, City of Coeur d'Alene
Administrative Assistant

208.769-2240
tclark@cdaid.org



From: Andy
To: [CLARK, TRACI](#)
Subject: Zone change item ZC-1-25
Date: Friday, February 7, 2025 4:11:19 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Planning Commissioners,

It has come to my attention that a residentially zoned property on Harrison Avenue has applied for a zone change to C17. This property is in between the traffic signals at Government Way and 3rd Street.

The area is primarily residential and, in my opinion, should stay that way. Harrison Avenue is already heavily used and adding more business traffic would be a mistake for the residences around it. Harrison Avenue isn't equipped to handle commercial traffic midblock. Ingress and egress from these small residential lots, if converted to C17 or even a C17L would be a nightmare.

I request that you deny this request of a zone change.

Sincerely,

Andy Smith

Principal



1112 N. Government Way

Coeur d'Alene, ID 83814

Office: 208.765.8602

Cell: 208.660.9910

Fax: 208.765.0729

www.edwardssmith.com

February 1, 2025

ZC-1-2025

Dear planning commissioners,

Thank you for the opportunity to provide public comment on the proposed zone change item ZC -1-25.

My business is located a few parcels to the east of the subject property, where it has been located for the past decade. I enjoy the mix of residential and office users, combined with the synergy of mixed uses such as grocery stores and a hardware store on the arterials that provide services to the neighborhood residents. This part of town has been undergoing a positive transition that is exciting for all concerned.

I am not familiar with the C17-PUD zone, or the history of how that small parcel came to be zoned as such. However, I respectfully ask the commissioners consider a **Residential Zone** for this property. If the commissioners believe a commercial zone is appropriate, I ask for consideration of **NC or CC**, in keeping with the comprehensive plan, rather than C17.

The subject property is surrounded by single family residences to the north, east, and south of the subject, and with St Vincent de Paul to the west. A C17 zone appears to be highly incompatible with the neighborhood. There is currently one single-family home on the subject property. All the surrounding residential properties to the north and south for several blocks are zoned R-12, which seems appropriate for the neighborhood.

Given the subject's proximity to single family homes and professional offices, I have concern that such activities as: **Boarding House, Group Dwelling, Juvenile Offender Facility, Farm Activity Sales, Auto Fleet Storage, Auto Parking, Commercial Kennel, Motel, and Mini-Storage Facility** would be principal uses by right. Whether the current owner plans for such activities or not, the zone would allow for such activities into the future as well as uses such as **Criminal Transitional Facility, Underground Bulk Liquid Fuel storage, warehouse storage, manufacturing, auto camp, adult entertainment service and sales, and veterinary clinic with outdoor space allowable** by special use permit.

Further, Harrison Avenue does not seem equipped to handle commercial travel mid-block between 3rd and Government Way. The traffic is frequently

backed up at the light on 3rd to the west well past the subject property. Adding commercial traffic turning in and out of the subject property from Harrison would challenge the flow of traffic and be potentially dangerous. Finally, the City's 2022-2024 Comprehensive Plan has identified the area the subject property is located as Compact Neighborhood, typically residential with compatible zoning: R-12 and R-17; MH-8; NC and CC.

The city and its property owners have partnered in their joint commitment to growing midtown into a vibrant and desirable section of the city. Please consider this zone change request and its present and future implications carefully for the neighborhood residents and business owners that have invested in midtown's prosperity.

Thank you for your consideration.
Sincerely,

A handwritten signature in black ink, appearing to read "Denise", with a large, stylized loop at the end.

Denise
Denise Lundy

From: Kristopher Kinzler
To: [CLARK, TRACI](#)
Subject: Rezoning 213 E Harrison Ave
Date: Tuesday, February 11, 2025 4:36:18 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I am writing to express my opposition to the proposed rezoning of 213 E Harrison Ave from C-17PUD to C-17. Over the past few years, the property's owners and their renters have repeatedly filled 2nd Street with vehicles and trailers, which are often left for extended periods, sometimes months at a time. This has created parking issues for residents like myself, making it difficult, if not impossible, to find parking near our homes.

The bike lane on Harrison has made 2nd Street an increasingly vital alternative for those without off-street parking or when needing extra space for guests. With the proposed rezoning, it seems likely that parking demands will only increase. Allowing a business and rental unit to operate at this location without any clear parking solutions will exacerbate the situation and continue to make our neighborhood feel less accessible.

While I have no objection to the owners converting their property into a business, without any guarantees or alternative solutions I'm concerned 2nd Street is prone to becoming their businesses' parking lot which is not good for the neighborhood.

Thank you for your time and consideration of my concerns.

Sincerely,
Kristopher Kinzler

225 E Harrison Ave

From: Kevin Howard
To: [CLARK, TRACI](#)
Subject: RE: PUBLIC NOTICE FOR THE CITY COUNCIL MEETING ON MARCH 18, 2025
Date: Monday, March 3, 2025 7:03:01 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Traci,

Worley Highway District is neutral to the request for a zone change, ZC-1-25.

KEVIN J. HOWARD
DIRECTOR OF HIGHWAYS
WORLEY HIGHWAY DISTRICT
OFFICE: 208-664-0483

From: CLARK, TRACI <TCLARK@cdaid.org>
Sent: Friday, February 28, 2025 8:33 AM
To: CLARK, TRACI <TCLARK@cdaid.org>
Subject: PUBLIC NOTICE FOR THE CITY COUNCIL MEETING ON MARCH 18, 2025

Greetings,

Attached is a copy on the public hearing notice for the next **City Council** Meeting on **Tuesday March 18, 2025.**

If you have any comments, please let me know.

Traci Clark
Administrative Assistant
Planning Department, City of Coeur d'Alene

208.769-2240
tclark@cdaid.org



From: Martinez, Leo
To: [CLARK, TRACI](#)
Subject: City of Coeur d'Alene, ID - Public Hearing, 213 E. Harrison Ave Zone Change Request
Date: Wednesday, January 29, 2025 11:46:50 AM
Attachments: [image001.png](#)
[image002.png](#)
[Scan_Nickles, James T_10_23_26-29_01_2025.pdf](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Phillips 66 does not have any utilities within your attached project vicinity.
(Response 12857)



Leo Martinez
Associate, Operations Support • Real Estate Services

O: 805-541-8912 | F: 805-538-6204
18781 El Camino Real | Atascadero, CA 93422
Leo.Martinez@[phillips66.com](mailto:Leo.Martinez@phillips66.com)



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

ZC-1-25

INTRODUCTION

This matter having come before the City Council on March 18 , 2025 to consider ZC-1-25, a request for a zone change from C-17PUD to a C-17L on a parcel measuring 0.213 acres.

APPLICANT: Aaron Mote

LOCATION: Northwest Corner of E. Harrison Avenue and N. 2nd Street, commonly known as 213 E. Harrison Avenue.

A. FINDINGS OF FACT:

The Planning and Zoning Commission finds that the following facts, A1 through A16, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

- A1.** Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on March 1, 2025.
- A2.** Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on March 10, 2025.
- A3.** Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). sixty-six (66) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on February 28, 2025.
- A4.** Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing.
- A5.** Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b).
- A6.** The subject property contains a single-family home located on the northwest corner of the intersection of Harrison Ave. and 2nd St. The subject site measures 0.213 acres in area and is relatively flat.
- A7.** The subject site is currently zoned Commercial Planned Unit Development (C-17PUD).

- A8.** The neighborhood surrounding 213 E Harrison Avenue is characterized by a mix of historical development and gradual transformation. The area is predominantly residential, featuring early to mid-20th-century homes in a variety of architectural styles, including Craftsman bungalows, traditional cottages, and ranch-style houses. The neighborhood includes a mix of residential, civic, and commercial uses.
- A9.** The Comprehensive Plan Future Land Use Map designation is the Compact Neighborhood place type. The Comprehensive Plan states that the compatible zoning districts are listed as R-12, R-17, MH-8, NC, and CC.
- A10.** According to the Comprehensive Plan, the Compact Neighborhood place type is described as places that are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.
- A11.** The City Council has identified the following Comprehensive Plan Goals and Objectives as being applicable to this matter.

Community & Identity

Goal CI 1: Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 2: Maintain a high quality of life for residents and businesses that make Coeur d'Alene a great place to live and visit.

Objective CI 2.1: Maintain the community's friendly, welcoming atmosphere and its small-town feel.

Growth & Development

Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

Objective GD 1.3: Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.

Objective GD 1.4: Increase pedestrian walkability and access within commercial development.

Objective GD 1.5: Recognize neighborhood and district identities.

Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

Jobs & Economy

Goal JE 1: Retain, grow, and attract businesses.

Objective JE 1.2: Foster a pro-business culture that supports economic growth.

(The City Council should remove or add other goals and objectives here as it finds applicable. The Comp Plan goals and objectives are also included in their entirety as an attachment to the staff report.)

- A12.** The applicant has indicated that, if this zone change request is approved, it intends to use the property for a professional management office in the existing residential structure and build a Caretaker's Unit with additional space on the ground floor for window display. However, it should be noted that if the zone change is approved all uses within the C-17L zoning district

would be allowed.

- A13.** City departments have indicated that water and wastewater services are available for a commercial use of the subject property. Sidewalks, hydrants, and stormwater will be addressed at the time of construction.
- A14.** The subject property is approximately 9,411 square feet in size and contains a house and paved driveway off of 2nd Street. It is relatively flat with minimal landscaping and mature trees in the northwest corner of the lot. The immediate area is characterized by a mix of small-scale residential and commercial development that is primarily residential in nature with some smaller commercial and civic uses.
- A15.** The City Engineer has indicated that the proposed two business offices and a caretaker's unit could generate 18 additional trips per day, but is not expected to adversely affect traffic. The area is predominately residential with some civic and commercial uses. The C-17L zoning district would allow for a variety of service uses and residential uses by right, as well as accessory uses and those allowed by special use permit. Approval of the zone change request will intensify the potential of the property by increasing the allowable uses and density by-right from C-17PUD to C-17L unless conditions are approved. The existing PUD limits commercial access to the site from Harrison Avenue and the use of the structure on-site to office space, specifically insurance/real estate.
- A16.** The Planning and Zoning Commission considered this zone change request at their regularly scheduled hearing on February 11, 2025. Following the presentation by staff, the presentation by the applicant, and public testimony, the commission asked the applicant if he would consider changing his request from C-17 to C-17L. The applicant agreed to change his request to C-17L. By a vote of 4 to 1, with two commissioners absent, they recommended that City Council adopt the C-17L zoning. The Commission found that C-17L better aligns with the surrounding land uses and the intent of the Comprehensive Plan while still allowing for reasonable development opportunities. The recommendation reflects the Commission's determination that C-17L provides an appropriate transition in intensity while maintaining compatibility with adjacent properties.

(The City Council may add other facts here)

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.

- B1. This proposal **(is) (is not)** in conformance with the Comprehensive Plan policies.
- B2. Public facilities and utilities **(are) (are not)** available and adequate for the proposed use.
- B3. The physical characteristics of the site **(make) (do not make)** it suitable for the request.
- B4. The proposal **(would) (would not)** adversely affect the surrounding neighborhood character, and or with regard to traffic, neighborhood character, and or existing land uses.

C. DECISION

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested C-17L zone change does comply with the required evaluation criteria and the zone change request is (approved) (denied) (denied without prejudice).

Motion by_____, seconded by_____, to adopt the foregoing Findings and Order and (approve) (deny) (deny without prejudice) the request.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

MAYOR MCEVERS Voted (if a tie)

Motion to (approve) (deny) (deny without prejudice) carried by a ____ to ____ vote.

Motion to _____carried by a to vote.

ORDINANCE NO. _____
COUNCIL BILL NO. 25-1007

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM C-17PUD TO C-17L, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A PARCEL MEASURING +/- 0.213 ACRES LOCATED AT THE NORTHWEST CORNER OF E. HARRISON AVENUE AND N. 2ND STREET, COMMONLY KNOWN AS 213 E. HARRISON AVE, COEUR D'ALENE, ID; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted;

NOW, THEREFORE,

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

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

SHERMAN ADD TO CDA, LT 5, LT 6 EX S 2 FT BLK 40

is hereby changed and rezoned from C-17PUD (Commercial at 17 units per acre / Planned Unit Development) to C-17L (Limited Commercial at 17 units per acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 3. That the Planning Director is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

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 18, 2025.

APPROVED this 18th day of March 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-1-25

C-17PUD TO C-17L

located at 213 E. Harrison Avenue

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM C-17PUD TO C-17L, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A PARCEL MEASURING +/- 0.213 ACRES LOCATED AT THE NORTHWEST CORNER OF E. HARRISON AVENUE AND N. 2ND STREET, COMMONLY KNOWN AS 213 E. HARRISON AVE, COEUR D'ALENE, ID; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, Zone Change – ZC-1-25 C-17PUD TO C-17L located at 213 E. Harrison Avenue, 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 18th day of March, 2025.

Randall R. Adams, City Attorney