

Coeur d'Alene

CITY COUNCIL MEETING

October 6, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

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

September 15 2015

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 September 15, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

CALL TO ORDER: The meeting was called to order by Mayor Widmyer.

INVOCATION: The invocation was provided by Pastor Jeff Rinehart with Chi-Ro Community Church of Coeur d'Alene.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

PRESENTATION: SHERMAN AVENUE ACTIVE TRANSPORTATION SAFETY AUDIT

Chris Danley with Vitruvian Planning presented pictures depicting some of the areas on east Sherman that could be improved to increase safer pedestrian and bicycle traffic. His recommendations include seven ways to make the Sherman corridor safer, which are

1. Reduce Speed limit through design
2. Buffered bicycle lanes that are 6 foot acceptable
3. Increase the number of protected crossings
4. Adopt continental or ladder style markings on pavement
5. Retime the crosswalk signals
6. Embrace ITS technology for signals for east-west traffic
7. Enforce the municipal codes

Hilary Anderson, City Planning Director then explained that the public did a walking audit of the area and after the audit, the City with the help of the Engineering, Streets, and Parks, and the Police Department, Code Enforcement Officer, part of the recommendations have already been implemented. Some crossings have been restriped, the crossing time for signals has been adjusted, a stop sign was moved, trees were trimmed for visibility, and an obstacle which was obstructing vision was also removed. Ms. Anderson commented that the City is also doing traffic studies, and traffic counts to evaluate whether lowering the speed limit to 25 mph on Sherman is viable. Even if the speed limit were not reduced, they are working on layout designs for curbing, etc. that may also lower traffic speed.

Mayor Widmyer asked about a recommendation to eliminate the push buttons on Sherman for pedestrians. The consultant stated that the timing for the lights should be the same for both pedestrians and vehicles but there is a cost for the change out to remove them, which the City would incur. He also questioned whether this would create additional congestion on adjacent parallel streets.

Councilman McEvers noted that it appears that the recommendation is to slow traffic down on Sherman and the consultant confirmed that yes, in order to make a more viable pedestrian and customer friendly environment, traffic must move slower. He also questioned how much more paint would be required for the additional and wider crosswalks as this would add additional cost for implementation and maintenance. The consultant stated that the City could use thermoplast which costs more up front but has more longevity.

Councilmember Gookin commented that he feels lighting is a key factor for safety at night. The consultant agreed, by indicating that safety can be accomplished by more eyes on the street if they are well lit, and included in design, tree canopies that allow more visibility, citizen volunteer patrols, better marking of intersections, and better law enforcement in those areas.

Councilman Edinger stated that the intersection by the liquor store on Sherman is also a major north to south route for children living on the south side of Sherman who go to school at Sorenson and cross at this intersection. He feels this area really needs marked crosswalks.

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

1. Approval of Council Minutes for September 1, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for September 21, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Beer/Wine License transfer from Get & Go to CTB LLC D/B/A Get & Go Convenience Store, 270 Neider Avenue, Dave Clark and Ruth Leib
5. **Resolution No. 15-046** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN AMENDMENT TO THE KOOTENAI COUNTY MULTI-JURISDICTIONAL ALL HAZARD MITIGATION PLAN; APPROVING S-3-12, COEUR D'ALENE PLACE 25TH ADDITION, FINAL PLAT, SUBDIVISION AGREEMENT AND BOND SECURITY APPROVAL; APPROVING A STREET TREE EASEMENT AGREEMENT WITH TOMBSTONE INVESTMENTS, LLC; AND APPROVING A STREET TREE EASEMENT AGREEMENT WITH IDAHO CENTRAL CREDIT UNION

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

PUBLIC COMMENTS: There were no public comments given.

MAYOR AND COUNCIL ANNOUNCEMENTS:

Councilmember Adams noted that Tim Remington with Good Samaritans is sponsoring a fund raiser on Thursday October 21st and seats are still available.

Councilmember Gookin introduced Dave and Janie in the audience who are his friends visiting from California. Dave gave Mr. Gookin his first job in computer publishing. He announced that the public is invited to attend the east Sherman Avenue block party in conjunction with global Park 'ing' Day this weekend on September 18th and 19th. The Friday event will be held from 4:00 p.m. to 9:00 p.m. and Saturday from 11:00 a.m. to 9:00 p.m. The function will include live music, food, beer garden, games, and entertainment. For more information contact Julie at 667-0664. The event is in conjunction with the Board of Realtors.

Councilmember Miller thanked Barbara Nelson who is organizing a fund raiser for the honor flight for surviving World War II veterans to visit the Veteran's Memorial in Washington D.C. You can receive more information from the City Administrator if you would like to contribute or know a veteran who may be eligible to make this journey. The cost is \$1,000.00 per person. On a personal note, she announced that her son has garnered the lead role in Lake City High school's production of Grease.

RESOLUTION NO. 15-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE CITY'S OFFICIALS TO TAKE ALL ACTION NECESSARY OR REASONABLY REQUIRED TO EFFECTUATE THE LOAN OFFER PROVISIONS, INCLUDING, AS AUTHORIZED BY THE JUDICIAL CONFIRMATION, TO APPROVE THE SUBSTANTIAL FORM OF THE BOND TO BE ISSUED TO DEQ TO EVIDENCE THE LOAN IN THE PRINCIPAL AMOUNT UP TO \$20,000,000 (THE "REVENUE BOND") IN THE FORM ATTACHED HERETO AS EXHIBIT B, WHICH REVENUE BOND WILL BE ISSUED PURSUANT TO THE CITY'S WASTEWATER BOND ORDINANCE NO. 3453, ON PARITY WITH OUTSTANDING BONDS ISSUED THEREUNDER.

STAFF REPORT: Finance Director Troy Tymesen explained that this loan was competitively sought after by other cities and the City was at the top. The rate at 2.75% with a 20 year amortization and no loan fees is an excellent advantage for the City. A rate study was completed and the rates will be sufficient to repay the loan. The authority to incur the debt was received on April 2, 2013.

MOTION: Motion by McEvers, seconded by Gookin, to approve **Resolution No. 15-047**, approving the DEQ Loan Offer, Acceptance and Agreement in the amount of \$20,000,000 for Wastewater Treatment Facility Design and Construction (Project No. WW1601).

DISCUSSION: Councilmember Gookin questioned to ensure rates would be sufficient to cover the debt and Finance Director Tymesen confirmed that it would.

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

RESOLUTION NO. 15-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. FOR TERTIARY TREATMENT PHASE 2 IMPROVEMENTS.

STAFF REPORT: Wastewater Capital Program Manager Jim Remitz explained that Idaho law forbids competitive bidding for past projects. HDR Engineering has already proved themselves with design, and detailed breakdown for previous projects. The engineers have worked closely with the City.

MOTION: Motion by Gookin, seconded by Evans, to approve **Resolution No. 15-048**, approving a Professional Services Agreement with HDR Engineering, Inc. for Tertiary Treatment Phase 2 Improvements.

DISCUSSION: Councilmember McEvers questioned whether or not the City should just accept their cost figure. Wastewater Director Sid Fredrickson explained that Mr. Remitz has worked closely with the Engineers and scrutinized each item line by line and was able to eliminate \$100,000.00 from the initial proposal of cost for services. HDR assists with all the DEQ required extensive detailed engineering reporting. Mr. Fredrickson also explained some of the cost incurred with added chemicals required due to unanticipated biological reasons in the treatment of wastewater which cannot be forecasted.

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

**COUNCIL BILL NO. 15-1018
ORDINANCE NO. 3517**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF PUBLIC RIGHT-OF-WAY IN THE BOUGHTON & KELSO ADDITION, RECORDED IN BOOK "A" OF PLATS, PAGE 115, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A PORTION OF SHERMAN AVENUE RIGHT-OF-WAY ADJOINING THE NORTH SIDE OF LOT 1 & 2, BLOCK A LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Miller, to pass the first reading of **Council Bill No. 15-1018**. The Deputy City Clerk was requested to read the title.

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

MOTION: Motion by McEvers, seconded by Edinger, to suspend the rules and to adopt **Council Bill 15-1018** by its having had one reading by title only.

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

**COUNCIL BILL NO. 15-1019
ORDINANCE NO. 3518**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF PUBLIC RIGHT-OF-WAY IN THE GOVERNMENT WAY COMMERCIAL PARK PLAT, RECORDED IN BOOK "G" OF PLATS, PAGE 294, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A PORTION OF GOVERNMENT WAY RIGHT-OF-WAY ADJOINING THE WESTERLY BOUNDARY OF LOT 1, BLOCK 1 LYING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Evans, to pass the first reading of **Council Bill No. 15-1019**. The Deputy City Clerk was asked to read the title.

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

MOTION: Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt **Council Bill 15-1019** by its having had one reading by title only.

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

RESOLUTION NO. 15-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PUBLIC TRANSIT LETTER OF AGREEMENT WITH KOOTENAI COUNTY.

STAFF REPORT: Mr. Tymesen explained that this letter of agreement is with Kootenai County regarding the Citilink transit service. Kootenai County oversees the project in cooperation with the cities of Coeur d'Alene, Post Falls, Huetter and Kootenai Health, along with the Kootenai tribe. Transit costs are less than where they were 20 years ago based on

population. The group works to provide better locations of stops, and works to obtain funding to maintain the free service.

DISCUSSION: Councilmember Councilmember Gookin corrected the title as the agreement is with Kootenai County and not ITD, as listed on the agenda.

Councilman McEvers raised the question of why the patrons do not pay a fee for the bus service. Mr. Tymesen explained that the service receives federal funding which would diminish if the service charged a fee. It would also cost more to operate as there it would require more accounting procedures, cash handling, security measures both on and off the buses and more documentation. The County is working with David Evans Associates to examine the feasibility.

MOTION: Motion by Gookin, seconded by Edinger, to approve **Resolution No. 15-049;** Agreement with Kootenai County for Transit Funding.

ROLL CALL: Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams No.
Motion Carried.

RESOLUTION NO. 15-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE APPROVAL OF AN AGREEMENT WITH ANDERSON BROS. CPA'S, P.A. FOR THE ANNUAL CITY AUDIT.

STAFF REPORT: Mr. Tymesen explained that competition is good and the City has maintained a great relationship with Magnuson McHugh for the City audit. This year the City is requesting to change the firm hired to conduct the annual audit to Anderson Brothers CPA'S. The price quoted from both firms was almost equal. The fee is a 14% reduction from the previous year. The scoring system used for determining the quality of the exact audit items scored more favorably for the Anderson Brothers firm.

DISCUSSION: Councilmember Gookin asked whether the fire fund balance would be audited. Mr. Tymesen explained that they do look at the number to determine if it is reasonable, and the funds is almost depleted due to retirements, so a fully detailed audit is not performed on this category.

MOTION: Motion by McEvers, seconded by Adams, to approve **Resolution No. 15-050;** Agreement with Anderson Bros. CPA's, P.A. for Annual City Audit.

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

**COUNCIL BILL NO. 15-1020
ORDINANCE NO. 3519**

AN ORDINANCE AMENDING ORDINANCE 3493, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 APPROPRIATING THE SUM OF ~~\$74,561,945~~ \$78,203,470, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,641,525; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3493, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$74,561,945~~ \$78,203,470, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2014.

Section 2

That Section 2 of Ordinance 3493; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:		
Mayor and Council	\$ 237,027	
Administration	294,883	
Finance Department	735,745	
Municipal Services	1,552,600	
Human Resources	246,929	
Legal Department	1,476,346	
Planning Department	549,988	
Building Maintenance	480,102	488,102
Police Department	11,216,460	11,483,036
Drug Task Force	25,710	
ADA Sidewalks	265,657	
COPS Grant	169,690	
Fire Department	8,265,708	8,719,739
General Government	49,150	1,119,150

Engineering Services	1,287,825	1,736,127
Streets/Garage	2,515,577	2,927,708
Parks Department	1,869,944	1,892,744
Recreation Department	796,341	835,211
Building Inspection	842,057	
TOTAL GENERAL FUND EXPENDITURES:	\$ 32,877,739	\$ 35,598,449
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,387,111	1,389,811
Community Development Block Grant	359,966	
Impact Fee Fund	194,956	
Parks Capital Improvements	244,000	413,550
Annexation Fee Fund	117,000	
Insurance / Risk Management	420,000	
Cemetery Fund	284,190	
Cemetery Perpetual Care Fund	97,500	
Jewett House	67,089	
Reforestation/Street Trees/Community Canopy	68,500	
Arts Commission	6,750	
Public Art Funds	210,600	
TOTAL SPECIAL FUNDS:	\$ 3,457,662	\$ 3,629,912
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 535,600	605,600
Water Fund	8,325,955	
Wastewater Fund	14,709,771	14,790,771
Water Cap Fee Fund	700,000	
WWTP Cap Fees Fund	1,913,000	
Sanitation Fund	3,560,334	3,795,334
City Parking Fund	220,840	
Drainage Fund	1,179,109	1,356,574
TOTAL ENTERPRISE EXPENDITURES:	\$ 31,144,609	\$ 31,708,074
FIDUCIARY FUNDS:	\$ 2,575,420	
STREET CAPITAL PROJECTS FUNDS:	3,257,500	3,442,600
DEBT SERVICE FUNDS:	1,249,015	
GRAND TOTAL OF ALL EXPENDITURES:	\$ 74,561,945	\$ 78,203,470

Section 3

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

Section 4

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

STAFF REPORT: Mr. Tymesen explained that the fiscal year ends on September 30 and the City must anticipate what the year end budget will be. He explained some of the changes in line items and mentioned some of the accomplishments such as the acquisition of the railroad right-of-way, purchase of a fireboat through the sale of bonds, along with the public assisting such as the construction of the building at Person's field which was donated by Junior Tackle Football.

PUBLIC HEARING COMMENTS: Mayor Widmyer called for public comments with none being received.

DISCUSSION: Councilmember Gookin referred to the BNSF purchase which was not budgeted. Mr. Tymesen explained that it is an interfund loan that will be paid back. Councilmember Gookin also noticed that the sanitation line item was larger than anticipated.

Councilmember Adams questioned what Mr. Tymesen meant when he mentioned that the fund balance is growing by a little bit. Mr. Tymesen replied that it is very hard to forecast but the amount of \$326,000 is aggressive and there is still two weeks to the end of the fiscal year.

Mayor Widmyer referred to the Fire Fighters Retirement Fund that had not been properly funded. Mr. Tymesen explained that PERSI took over the fund and kept the funds separate. The investments have been good and now it is very possible to meet 110% funding. The State's fiscal year ends July 1, so he will know at that time where the numbers will be. It has been a good investment year.

MOTION: Motion by McEvers, seconded by Adams, to pass the first reading of **Council Bill No. 15-1020**. Mayor Widmyer asked the Deputy City Clerk to read the title.

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

MOTION: Motion by Edinger, seconded by Evans, to suspend the rules and to adopt **Council Bill 15-1020** by its having had one reading by title only.

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

MOTION: Motion by Gookin, seconded by Evans, to enter into Executive Session as provided by Idaho Code 74-206 (j) to consider labor contract matters authorized under Idaho Code Section 74-206A(1)(a) and (b).

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

The City Council entered into Executive Session at 7:23 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, and City Attorney. Council returned to regular session at 7:30 p.m.

RESOLUTION NO. 15-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A REQUEST FOR RETIREMENT MEDICAL BENEFIT AGREEMENT (RMBA) WITH JUDY HOUSE.

MOTION: Motion by Gookin, seconded by McEvers, to approve **Resolution No. 15-051;** Agreement with Judy House for Retirement Medical Benefits.

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

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

The meeting adjourned at 7:33 p.m.

Steve Widmyer, Mayor

ATTEST:

Kathy Lewis, Deputy, City Clerk

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Service Kathy Lewis
Department Name Employee Name
Request made by: Kevin Cardwell 509-357-3576
Name Date
7309 North Pine Rock Spokane WA 99208
Address Phone

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Rosa Cardwell to Kevin Cardwell

Niche(s): _____
Lot(s): 11, _____, _____, _____, _____, _____ Block: 101 Section: A

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

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

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

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

Title transfer fee (\$ 40⁰⁰ attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 885828

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

[Signature]
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

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

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

[Signature] 9/24/15
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

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

Person making request is authorized to execute the claim: _____
Attorney Init. Date

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

[Signature] 9/24/15
City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

RESOLUTION NO. 15-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING DECLARATION OF VARIOUS SURPLUS EQUIPMENT – STREET DEPARTMENT; APPROVING A RETIREMENT MEDICAL BENEFIT PLANT AGREEMENT WITH LT. MIKE CALDERWOOD; APPROVING A 6-MONTH LEASE AGREEMENT EXTENSION WITH COMMERCIAL PROPERTY MANAGEMENT, LLC FOR OFFICE SPACE AT 816 SHERMAN AVENUE; AND APPROVING THE DESTRUCTION OF TEMPORARY RECORDS – LEGISLATIVE COMMITTEE.

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

- A) Declaration of various Surplus Equipment – Street Department;
- B) Approving a Retirement Medical Benefit Plant Agreement with LT. Mike Calderwood;
- C) Approving a 6-month Lease Agreement extension with Commercial Property Management, LLC for office space at 816 Sherman Avenue;
- D) Approving the destruction of temporary records – Legislative Committee;

AND;

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

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

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

DATED this 6th day of October, 2015.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

DATE: October 6, 2015
FROM: Tim Martin, Street Superintendent
SUBJECT: **DECLARE SURPLUS USED EQUIPMENT**

DECISION POINT:

The purpose of this report is for consent to declare various pieces of used equipment and items to be deemed surplus and authorization to auction.

HISTORY:

The description of the auction items has historically gone through the Public Works committee prior to Council Quorum for consent.

PERFORMANCE ANALYSIS

This equipment has been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. Very minimal cost to the department for us to shuttle items to Post Falls.

DECISION POINT:

The purpose of this report is to ask for Council Consent to declare this equipment surplus.

List of items

Here is a brief description of each item,

ST210-2002 Dodge 4x4 flatbed VIN#3B6MF36582M240972 has been a de-icer for 13 years (corrosion), frame is bent from previous collision damage (landscape truck @ 3rd & Harrison), transmission slips and has been replaced by ST211.

ST225-1986 Chevrolet 70 series tandem dump truck VIN#1GBT7D4G1GV105140 is 30 years old, has a Detroit Diesel that leaks and burns oil, transmission shifts hard and is not up to daily use (3000 miles accrued in the last 4 years).

ST274-1992 Mobile M-8A sweeper VIN#1A9N25DB1NR059008 33 years old, Athey has been out of business for over a decade (most parts not available), has over 7000 hours on it and the rear Isuzu diesel engine is worn out with no source of new parts available for this fuel injection system and limited hard parts availability (pistons, bearings, valves, camshaft etc...)





Coeur d'Alene Police

Protect and Serve

3818 SCHREIBER WAY
COEUR D'ALENE, IDAHO 83815
208/769-2308 – FAX 208/769-2212
www.cdapolicy.org

STAFF REPORT

TO: Mayor/ City Council

FROM: Lee White, Chief of Police

SUBJECT: Retirement Medical Benefit on behalf of Lt. Mike Calderwood

DATE: September 2, 2015

Decision Point: Should the City enter into an agreement to provide a Retirement Medical Benefit to Lt. Calderwood.

History: The City of Coeur d'Alene has provided Retirement Medical Benefits to retiring employees. The City rules and regulations allow an opportunity to receive this benefit if there is at least \$6000.00 a year in savings for three years in personnel salaries to accommodate this benefit.

Financial Analysis: Lt. Calderwood is a tenured employee and at the highest salary level for a police lieutenant. It is the intention of the police department to fill this position with an employee in a lower salary range. The salary savings for the lower range will result in savings over the \$6000 per year requirement. In fact, initial estimates indicate that the City would save approximately \$26,894 (or \$80,683 over three years) by replacing Lt. Calderwood with a junior lieutenant. The City would realize additional savings because of the necessity to promote a new sergeant and hire a new officer to replace those positions.

Performance Analysis: Lt. Calderwood's proposed retirement date is February 2, 2017. He has proposed to receive the Retirement Medical Benefit under City Personnel Rules and Regulations Rule XI, Section 11, Option 2, and receive \$24,000 with the option to place the funds into HRA VEBA for opting out of the City medical coverage. This agreement will include a minimum of 240 hours of consulting with an emphasis on polygraph examinations. Lt. Calderwood has extensive training, knowledge and certifications as a Polygraph Examiner and training a new polygraph examiner is cost prohibitive. In fact, the City will likely be contracting polygraph services after Lt. Calderwood's consulting hours are completed. Utilizing Lt. Calderwood's expertise as a polygraph examiner/ consultant would result in additional savings to the City during this time period.

Decision Point: The City of Coeur d'Alene should enter into an agreement to provide a Retirement Medical Benefit to Lt. Calderwood.

RETIREMENT MEDICAL BENEFIT AGREEMENT

THIS Agreement, made and entered into this ____ day of October, 2015, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **Mike Calderwood**.

WITNESSETH:

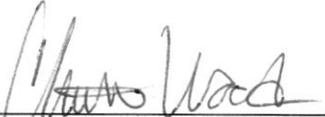
Retirement Medical Benefits and Consulting Agreement:

- A. Mike Calderwood has been a long time employee of the City and is scheduled to retire from City service on the 2nd day of February, 2017, at which time he will be paid all amounts due up to such date by way of wages including accrued vacation, compensatory time, and 1/3 of his sick leave balance up to a maximum of 240 hours; and
- B. It is the desire of the City to contract with Mike Calderwood on a consulting basis commencing on the 3rd day of February, 2017 and terminating on the 3rd day of February, 2020; and
- C. The City Council has adopted Personnel Rules that authorize consultant contracts in consideration for Retirement Medical Benefits for retired employees; NOW THEREFORE,
 - 1. IT IS AGREED that in consideration of the payment of Twenty Four Thousand Dollars (\$24,000.00) by the City to Mike Calderwood's VEBA account Mike Calderwood shall complete two hundred and forty (240) hours of consulting services as required by the Police Chief described in the Staff Report attached hereto as Exhibit "A" commencing on the 3rd day of February, 2017, and terminating on the 3rd day of February, 2020. The Twenty Four Thousand Dollars will be paid in monthly payments to his VEBA account of Five Hundred Dollars (\$500.00) starting February 2017 and continuing until the full amount has been paid out. However if Mike Calderwood completes two hundred and forty hours of consulting services prior to February 3, 2020 the remaining balance of the \$24,000.00 will be paid to his VEBA account in a lump sum.
 - 2. IT IS FURTHER AGREED, that in consideration of the Retirement Medical Benefit, Mike Calderwood and his heirs, estate, personal representatives, conservators, and assigns, does hereby release acquit and forever discharge the City, and its personal representatives, insurers, assigns, agents, servants, and all persons acting for, by or through or in any way on behalf of said City, of and from all claims of every kind, actions, causes of action, damages, liabilities and demands of whatsoever kind, known or unknown, including claims for wages, vacation time, sick time, comp time

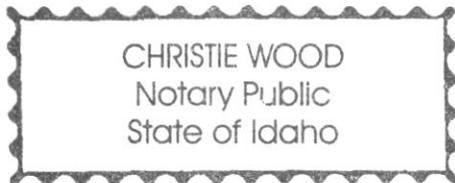
STATE OF IDAHO)
) ss.
County of Kootenai)

On this 30th day of September, 2016, before me, a Notary Public, personally appeared **Mike Calderwood**, known to me to be the person whose name is subscribed herein, who executed the foregoing instrument and acknowledged that he voluntarily executed the same.

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



Notary Public for Idaho
Residing at 3818 Scriber Way CDA ID 83815
My Commission expires: 08/20



**CITY COUNCIL
STAFF REPORT**

DATE: October 6, 2015
FROM: Michael C. Gridley, City Attorney
SUBJECT: 816 Sherman Lease Amendment

DECISION POINT:

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

HISTORY:

The current lease agreement expires on October 31, 2015 for the building occupied by the Legal department. Legal moved into this building in 2002 when the University of Idaho moved into Harbor Center.

FINANCIAL ANALYSIS:

The current rent is \$2,400 per month and will remain at this rate for the 6 month extension.

PERFORMANCE ANALYSIS:

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

DECISION POINT/RECOMMENDATION:

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



Commercial Property Management, LLC

September 16, 2015

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

Dear Mike:

This letter will serve as an Amendment to your Lease for your space at 816 Sherman Avenue, Suites 3, 4, & 5 Coeur d'Alene, Idaho 83814. Your lease will be extended for 6 months starting November 1, 2015 and ending April 30, 2016. Rent to remain at \$2,400.00 per month.

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

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

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

Sincerely,
Commercial Property Management LLC

City of Coeur d'Alene (Mayor)

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

By: _____
Steve Widmyer
Date: _____

Attest by City Clerk

By: _____
Renata McLeod
Date: _____

Magnuson Properties Partnership (Owner)

By: _____
Date: _____

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

**CITY COUNCIL
STAFF REPORT**

DATE October 6, 2015

FROM: Juanita Knight - Senior Legal Assistant, Legal Department

SUBJECT: Destruction of Temporary Records

DECISION POINT:

Authorize the office of the City Attorney – Civil Division to destroy Legislative Committee temporary records.

HISTORY:

In order to optimize space for storage of records, requests for destruction of temporary records is processed. Attached is a listing of temporary records requested for authorization to destroy. A majority of these documents are currently stored electronically.

FINANCIAL ANALYSIS:

By routinely reviewing records that have been stored and destroying those records no longer required to be maintained, we are creating a cost-avoidance in that the need to rent additional storage space would not be necessary.

PERFORMANCE ANALYSIS:

Storage space is always in demand and the destruction of outdated records frees some of that space for new records.

DECISION POINT/RECOMMENDATION:

Council adoption of a resolution authorizing the Civil Division to destroy Legislative Committee temporary records as requested.

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: *Legal-Civil*

DATE: *October 6, 2016*

RECORD DESCRIPTION	TYPE OF RECORD (Perm./ Semi-P / Temp)	DATES OF RECORDS (From - To)
Victoria Bruno's Legislative Committee files: Correspondence, Agenda, Notes, Misc., City Officials day at the Capitol information packets, breakfast briefing information, etc.	Temporary	2002 - 2011

ANNOUNCEMENTS

Memo to Council

DATE: September 23, 2015

RE: Appointments to Boards/Commissions/Committees

The following reappointment are presented for your consideration for the October 6th Council Meeting:

JOHN BRUNING	NATURAL OPEN SPACE COMMITTEE
ADRIENNE CRONEBAUGH	NATURAL OPEN SPACE COMMITTEE
MICHAEL WALKER	NATURAL OPEN SPACE COMMITTEE
JUNE McCLAIN	NATURAL OPEN SPACE COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Mike Kempton, Natural Open Space Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

September 21, 2015
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Steve Adams
Council Member Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Lee White, Police Chief
Monte McCully, Trail Coordinator
Jim Markley, Water Superintendent
Steve Anthony, Parks and Recreation Director
Mike Gridley, City Attorney
Keith Erickson, Communications Coordinator
Troy Tymesen, Finance Director

Item 1. Retirement Medical Benefit Plan Agreement on behalf of Lt. Mike Calderwood.
(Consent Resolution 15-052)

Chief White is requesting Council authorize an agreement to provide a Retirement Medical Benefit Plan to Lt. Mike Calderwood. Chief White explained that City rules and regulations allow an opportunity to receive this benefit if there is at least \$6,000 a year in savings for three years in personnel salaries to accommodate the benefit. This agreement will include a minimum of 240 hours of consulting with an emphasis on polygraph examinations. Chief White said Lt. Calderwood has extensive training, knowledge and certifications as a Polygraph Examiner and training a new polygraph examiner is cost prohibitive. In fact, the City will likely be contracting polygraph services aft Lt. Calderwood’s consulting hours are completed. Utilizing Lt. Calderwood’s expertise as a polygraph examiner/consultant would result in additional savings to the City during this time period.

MOTION: by Adams, seconded by Evans, to recommend that Council adopt Resolution No. 15-052 authorizing a Retirement Medical Benefit Plan for consulting services with Lt. Mike Calderwood. Motion Carried.

Item 2. Amendment to the 2010 Trails and Bikeways Master Plan.
(Resolution No. 15-053)

Monte McCully is requesting Council approve and amendment to the 2010 Trails and Bikeways Master Plan. Monte explained that the 2015 update to the master plan is currently in the process of being updated and won’t be ready for adoption until early winter. There are recommendations for bike lanes in the update that were not included in the adopted plan that we now have the opportunity to install. The Streets department is gearing up to begin fall stripping and these lanes could be included during that time with minimal additional costs. The cost to stripe these lanes will just be the cost of the pain and staff time since no grinding will be required. The proposed additions are:

- 4th Street on the east side from Safeway to Harrison
- Hubbard Avenue from Lincoln to NW BLVD
- Lincoln Avenue from Harrison to Idaho
- Potlatch Hill Road from CDA Lake Drive to the Fernan Lake Natural Area trailhead

Monte added that the addition of these bike lanes will close gaps in connectivity in our bike lane network. The City will be applying next year for the Bike Friendly Community designation at the Silver Status level and closing these gaps are one of the requirements to achieve this status.

All Committee Members agreed, contingent upon approval, that staff must notify all homeowners and businesses abutting the proposed bike lanes of the proposed changes.

FORWARDED TO COUNCIL WITHOUT RECOMMENDATION

The meeting adjourned at 12:20 p.m.

Respectfully submitted,

[Juanita Knight](#)
Recording Secretary

CITY COUNCIL STAFF REPORT

Date: October 6th , 2015
From: Monte McCully, City of Coeur d'Alene Trails Coordinator
SUBJECT: **Trails and Bikeways Master Plan Update** *(action required)*

DECISION POINT:

The Coeur d'Alene Parks and Recreation Department is requesting the City Council adopt the amendment to the 2010 Trails and Bikeways Master Plan.

HISTORY:

The 2015 update to the Trails and Bikeways Master Plan is currently in the process of being updated and won't be ready for adoption until early winter. There are recommendations for bike lanes in the update that were not included in the adopted plan that we now have the opportunity to install. The new additions are 4th Street on the east side from Safeway to Harrison; Hubbard Avenue from Lincoln to NW Blvd; Lincoln Avenue from Harrison to Idaho; Potlatch Hill Road from CDA Lake Drive to the Fernan Lake Natural Area trail head.

FINANCIAL ANALYSIS:

The City Street Department is gearing up to begin fall stripping and these lanes could be included during that time with minimal additional costs. The cost to stripe these lanes will just be the cost of the paint and staff time since no grinding will be required.

PERFORMANCE ANALYSIS:

The addition of these bike lanes will close gaps in connectivity in our bike lane network. The City will be applying next year for the Bike Friendly Community designation at the Silver Status level and closing these gaps are one of the requirements to achieve this status.

DECISION POINT/ RECOMMENDATION

The Coeur d'Alene Parks and Recreation Department is requesting the City Council adopt the amendment to the 2010 Trails and Bikeways Master Plan.

RESOLUTION NO. 15-053

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING THE 2010 TRAILS AND BIKEWAYS MASTER PLAN, AS AMENDED, TO IDENTIFY VARIOUS ADDITIONAL BIKE LANES.

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

WHEREAS, The Pedestrian and Bicycle Advisory Committee has recommended amending the Trails & Bikeways Master Plan to include various additional bike lanes as depicted in the Plan amendment map attached hereto as Exhibit "1" and incorporated herein by reference; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes the amendment to the 2010 Trails & Bikeways Master Plan attached hereto as Exhibit "1".

DATED this 6th day of October, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

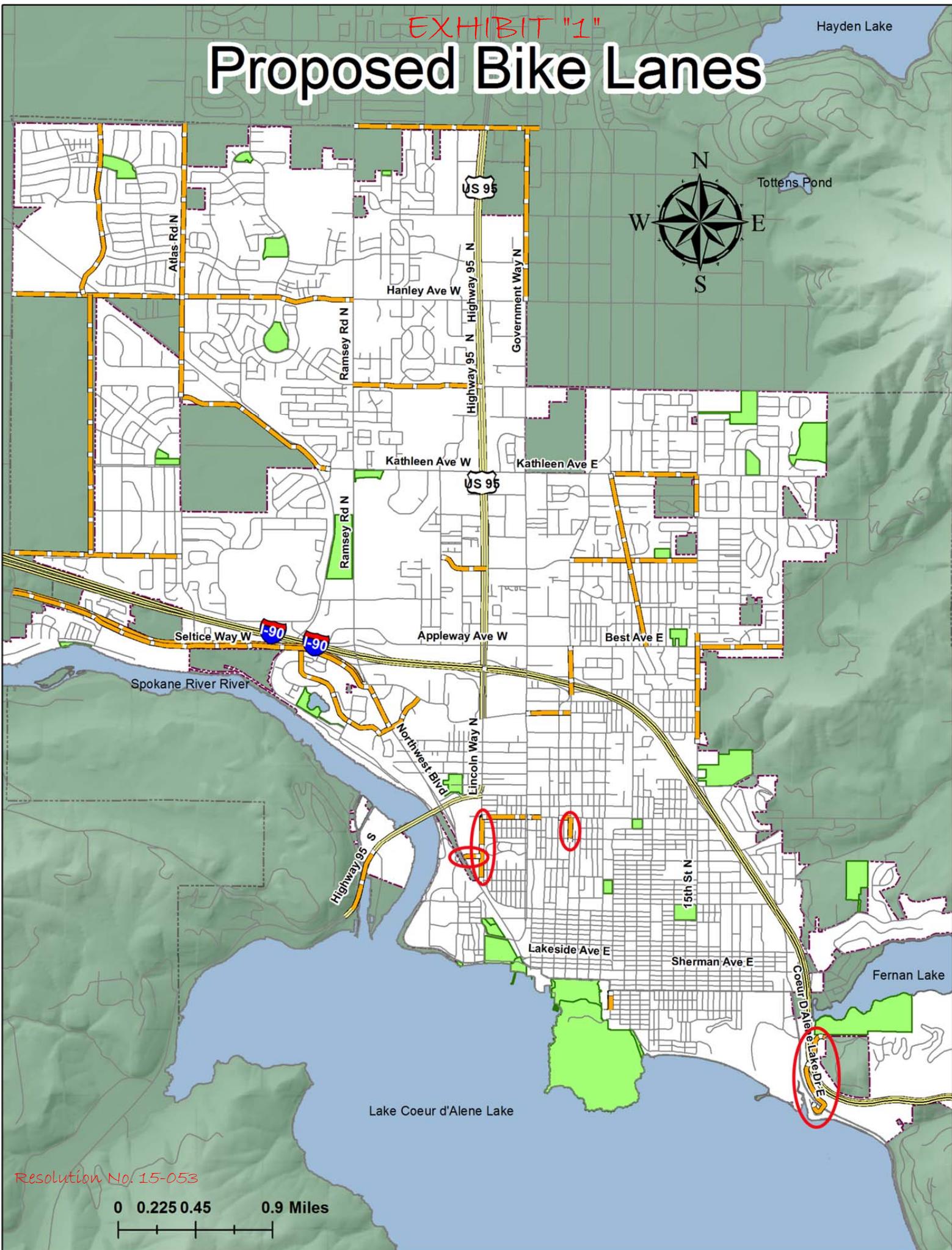
EXHIBIT "1"

- Install bike lanes on Margaret Ave from 15th to 4th Street – *involves removing parking or shared bike lanes and parking.*
- Install a bike lane on the north side of Dalton Ave from 4th Street to Government Way and on both sides from US-95 to Ramsey Road.
- Install bike lanes on Kathleen Ave from US-95 to Atlas Road and from Government way to Honeysuckle.
- Install bike lanes on Atlas Road from Kathleen Ave to Prairie Avenue.
- Install bike lanes on Government Way from Prairie Ave to Dalton Ave.
- Encourage the Lakes Highway District to install bike lanes on Prairie Ave from Ramsey Road to Loch Haven Drive.
- Install bike lanes on Seltice Way from NW Blvd to City limits.
- Install bike lanes on 4th Street from Appleway Ave south across I-90.
- Install bike lanes on 4th Street on the on the east of 4th from Safeway to Harrison
- Install bike lanes on Hubbard Avenue from Lincoln to NW Blvd
- Install bike lanes on Lincoln Avenue from Harrison to Idaho
- Install bike lanes on Potlatch Hill Road from CDA Lake Drive to the Fernan Lake Natural Area trail head

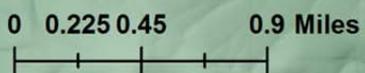
***SEE MAP ON PAGE 34: PROPOSED CLASS II BIKE LANES MAP**

EXHIBIT "1"

Proposed Bike Lanes



Resolution No. 15-053



OTHER BUSINESS

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: 9-9-15
From: Jim Washko, Deputy Chief
Re: Fire Boat

DECISION POINT:

To accept the bid for a 32' Fire Boat from Armstrong Marine, Inc.

HISTORY:

The Coeur d'Alene Fire Department has a responsibility of over 7 miles of shoreline and an estimated value of \$50 million dollars in boats moored along its shoreline along with mutual aid agreements with all other Kootenai County fire departments for fire and rescue services on the water. At this time we have been very fortunate not to have had a major marina fire and there have been several attempts by thieves to create one and luck has been on our side with the boat fires we have had. No wind, single boat only, boats cut loose by bystanders, mooring ropes burnt through and boat floated to shore in high winds, etc.

FINANCIAL ANALYSIS:

At this time the Fire Department has a 1974 Monark metal hull Fire Boat on the lake with minimal firefighting capabilities only. Due to the configuration and age of this boat it has no recommended rescue capabilities which put us in a very precarious and unsafe position if a rescue is needed. The money spent on this boat to respond to marina fires, assist on wildland fires and perform water rescues is invaluable and will be able to sustain the fire department need for several decades. Also the manufacture chosen is on the west coast in Washington which is very advantageous to us for delivery, maintenance and warranty.

PERFORMANCE ANALYSIS:

The performance of the new fire boat will completely satisfy the needs we have on the water for any situation that may come up, now and in the future, day or night, in calm or bad weather. This boat will allow us the same latitude on water as we have on land to perform our job to the utmost excellence for the citizens we serve.

DECISION POINT/RECOMMENDATION:

To accept the bid of \$410,254.21 from Armstrong Marine, Inc., Port Angeles, Wa



City of
Coeur d'Alene
IDAHO



2015 GO Bond
Fire Boat & Fire Apparatus



Armstrong Marine Inc.

PROPOSAL - NOT FOR CONSTRUCTION



PRINCIPLE DIMENSIONS

104'-00" 20'-00"

Fire Boat Budgeted Amount

\$450,000

- **32 foot Landing Craft Style**
- **Hydraulic double ram bow door**
- **1500 GPM Fire Pump**
- **2 - 300 HP Mercury Verado Outboards**
- **Large work deck**
- **Heated cabin for patient care**
- **State of Art the Navigation and Electronics**



Base Bid Price

\$439,023.00

- Credit options taken to reduce price:
- Op 1 – 3 progress payments -\$29,028.13
- Op 2 – FD funded trips -\$3,001.80
- Op 3 – Bond Credit* -8,150.00
- *ISO 9000/9001
- Engine Upgrade +\$3,261.00

Adjusted Total \$402,104.47

Equipment Approx. \$18,000- \$20,000



RESOLUTION NO. 15-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH ARMSTRONG MARINE FOR A THIRTY TWO (32') FOOT VESSEL – FIRE BOAT.

WHEREAS, the City Fire Chief has recommended that the City of Coeur d'Alene enter into a Purchase and Sale agreement for the purchase of a 32' Vessel – Fire Boat identified in the attached Exhibit “1”, attached hereto and by this reference incorporated herein; and

WHEREAS, said agreement is memorialized in the attached exhibit; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the Citizens of Coeur d'Alene to execute the proposed agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Purchase and Sale Agreement attached as Exhibit “1” .

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

DATED this 6th day of October, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCILMEMBER GOOKIN Voted _____

COUNCILMEMBER EDINGER Voted _____

COUNCILMEMBER MCEVERS Voted _____

COUNCILMEMBER MILLER Voted _____

COUNCILMEMBER ADAMS Voted _____

COUNCILMEMBER EVANS Voted _____

_____ was absent. Motion _____.



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made this 15th day of September, 2015 by and between Armstrong Marine Inc., located at 151 Octane Lane, Port Angeles, WA 98362 (hereinafter "Seller") and City of Coeur d'Alene, located at 300 E. Foster Avenue, Coeur d Alene. ID 83814 (hereinafter "Purchaser").

- 1. Seller agrees to sell, and Purchaser agrees to buy, the following described thirty two foot (32') vessel (hereinafter "Vessel"), constructed and outfitted as described in the attached Technical Specifications and as generally depicted in the Proposal Drawing, which are collectively hereby incorporated by reference as Purchaser's design, as Purchaser acknowledges by Purchaser's signatures thereon. In the event of conflict between the Proposal Drawing and Technical Specifications, the Technical Specifications shall control. Seller shall assign Hull Identification Number **ACD32MONA616** to Vessel.
- 2. Purchaser agrees to pay Seller and Seller agrees to accept as the base purchase price, as specified in the Technical Specifications, four hundred two thousand, one hundred four dollars and forty seven cents United States Dollars (\$402, 104.47 USD) for the Vessel, plus licensing fees and sales tax, if applicable. Purchaser agrees to pay Seller any such fees and taxes upon completion of Vessel (as specified in paragraph 8 below), which fees and taxes will be billed on a separate invoice. Additionally:

- a. Purchaser agrees to pay Seller the balance of four hundred two thousand, one hundred four dollars and forty seven cents U.S. Dollars (\$402, 104.47 USD) in three (3) Progress Payments of one hundred thirty four thousand, thirty four dollars and eighty two cents U.S. dollars (\$134,034.82 USD) each, upon completion of Vessel. Seller agrees to email to Purchaser photos confirming progress of Vessel at least three days prior to the date each such payment is due. Payments shall be due on the following dates:

October 7, 2015	Booking Deposit	\$134,034.82
December 3, 2015	Progress Payment 1	\$134,034.82
February 2, 2016	Progress Payment 2	\$134,034.82
Total		\$402, 104.47

Final payment is due upon completion of Vessel, contingent on Purchaser's reasonable satisfaction with performance at sea trial and acceptance of Vessel. Purchaser agrees to pay upon invoice at the time of the sea trial the expenses thereof, including but not limited to the cost of hauling and launching the Vessel, moorage, fuel and other reasonable expenses relating to the sea trial. Any delay in Seller's receipt of payment from Purchaser shall automatically and without notice extend the time for Seller's performance hereunder, including but not limited to the Vessel completion date, by the number of days of each such delay in payment. Payments by credit card are subject to a 3% surcharge.

- b. Purchaser agrees to pay Seller upon final delivery of the Vessel and prior to transfer of title thereto all remaining amounts due, including for any Change Orders, additional fees, taxes and duties.
- 3. Any additional equipment and/or installation(s), change(s) and/or upgrade(s) to the Vessel requested by Purchaser shall be listed on a Change Order Form and attached to this Purchase and Sale Agreement, and will become part hereof. Such additional equipment and/or installation(s), change(s), and/or upgrade(s) are not included in the base purchase price shown above; rather, the agreed cost of the same shall be added to the base purchase price and paid by Purchaser. Additional time for performance hereof including for completion of the Vessel shall be provided as agreed by Purchaser and the Seller on each Change Order. Additionally:
 - a. Purchaser shall pay Seller \$85 per hour to effect such Change Orders, plus the wholesale cost of materials and or equipment, with a markup of twenty-five percent (25%) for additional equipment, upgrades or changes.

Seller JA

Purchaser _____

Rev. 4/12/14

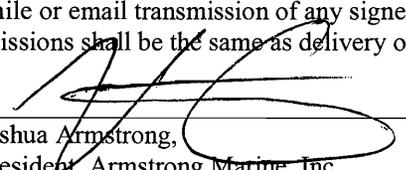
- b. If Purchaser provides materials or equipment, Purchaser agrees to pay Seller for the additional time needed to install, modify or interface purchaser provided materials or equipment and to make any necessary modifications related to use or installation of the same at the shop rate of \$85 per hour.
 - c. The Change Order Form shall specify all additional equipment and/or installation(s), change(s), and/or upgrade(s), including but not limited to changes in boat design, interior layout, v-berth, flooring, engines, electrical, electronics, plumbing, heating, cooling, upholstery, equipment, and paint or other finish, etc., and the corresponding change in Vessel purchase price and Vessel completion and delivery date.
 - d. The Change Order Form shall be signed and dated by Purchaser prior to work commencing on any change. Copies of each Change Order Form will be made available upon request.
 - e. In the event of a reversal or variation of a Change Order, a new Change Order Form shall be completed and Purchaser agrees to pay for the actual shop time and materials that were required to implement the original Change Order to the point of the new Change Order, in addition to the agreed cost of the new Change Order, at \$85.00 per hour.
4. Standard color choices for vinyl, upholstery, countertops, and interior finishes are available in stock. Custom color choices for any of the above-mentioned finishes shall be made prior to the construction deposit date above and will increase the base purchase price. Purchaser acknowledges that custom color choices likely will delay the production schedule of the Vessel and the final completion date and agrees to such delay.
 5. Termination of this Agreement by Purchaser shall constitute a default. A failure by Purchaser to make any payment due Seller on any of the dates specified herein shall also constitute a default. Time is of the essence as to all payments due from Purchaser. In the event of default by Purchaser, Seller may retain the deposits and payments made as of the date of default, as agreed liquidated damages for breach of this Agreement. In the event of default by Purchaser after construction of the Vessel has commenced, Seller may at its sole option either retain the liquidated damages referenced above, or complete the construction of said Vessel and offer Vessel for sale to a third party. In the event Seller exercises the referenced option, rather than the liquidated damages referenced above, Seller shall be entitled to a yacht brokerage fee of ten percent (10%) of the sales price of the Vessel, all deposits or payments made as of the date of default, in addition to reasonable costs incurred in the completion and sale of Vessel, including but not limited to labor at the agreed rate of \$85.00 per hour, administrative expenses, storage fees, survey fees, moorage fees, and transportation fees. Any remaining funds of Purchaser held by Seller, after deduction of the above-referenced amounts, shall be refunded to Purchaser within fourteen (14) days of the re-sale of Vessel.
 6. Termination of this Agreement by Seller after Seller's commencement of work on Vessel, for reasons other than default by Purchaser or other reasons attributable to Purchaser, shall constitute default by Seller. If Seller becomes insolvent or institutes or has instituted against it insolvency proceedings, or admits in writing its inability to pay its debts generally, or any proceeding is instituted by or against Seller seeking adjustment, protection or compromise of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking an order for relief or the appointment of a receiver or trustee, Seller shall be in default, entitling Purchaser to terminate the Agreement. Purchaser shall have the option in the event of such default by Seller to take possession of the partially completed Vessel and have the Vessel completed in accordance with the specifications. Purchaser shall be entitled to recover from Seller all amounts Purchaser paid to Seller except the cost of materials, the labor fees at agreed shop rate of \$ 85.00 per hour, reasonable administrative costs, costs incurred in connection with Change Orders, and any other costs incurred by Seller during the construction of Vessel.
 7. Vessel is sold free and clear of any liens, bills or encumbrances of any kind. Seller warrants good and marketable title thereto and the lawful right to sell the same to Purchaser, and will deliver all necessary documents for the transfer of title to Purchaser.
 8. Purchaser shall be solely responsible for all sales and transfer taxes, licensing fees, insurance, title fees, and registration and/or inspection fees. Purchaser shall remit sales tax on the total purchase price of Vessel to Seller as tax agent for the State.
 9. Seller will make every reasonable effort to complete the above-described Vessel by February 2, 2016 provided that Purchaser makes all payments referenced above without delay. Purchaser agrees to hold Seller harmless in connection with reasonable delays in completion and all delays due to causes beyond Seller's control. Purchaser acknowledges that any delay in payment, any additional equipment and/or installation, change, Change Order and/or upgrade and/or design modification made to Vessel will delay completion of Vessel and will increase the purchase price thereof.

Seller J.A.

Purchaser _____

Rev. 4/12/14

10. Unless otherwise agreed in writing, turnover of Vessel and equipment shall be at Seller's place of business. Purchaser acknowledges that costs and risks of transportation for Vessel and equipment are the sole responsibility of Purchaser. In the event of agreement in writing for turnover of Vessel and or equipment at a location other than Seller's place of business, Purchaser agrees to pay Seller for the cost of said transportation prior to shipment, and to bear all costs of insurance for and all risks of loss in connection with such transportation.
11. Vessel is warranted only and exclusively as reflected in the attached Non-Transferable Limited Warranty, which is specifically incorporated herein by this reference. Seller shall receive all claims under the referenced warranty within the warranty period. There are no other warranties, express or implied, and Seller makes no warranty of merchantability, fitness for a particular purpose, or otherwise. Modifications to Vessel after turnover are not covered by Seller's warranty and void Seller's warranty. Purchaser's remedy for breach of warranty shall be limited to repair or replacement at Seller's place of business, at Seller's option. In no event shall Seller be liable for any consequential damages, or for damages for personal injury, wrongful death or otherwise, including on the basis of product liability, and Purchaser agrees to indemnify and hold harmless Seller in respect of any personal injury, wrongful death and/or product liability claim, unless caused by Seller's sole negligence, and agrees to insure against the same, naming Seller as additional assured with waiver of subrogation. Purchaser shall have sole responsibility for transporting Vessel to and from Seller's place of business for any warranty work to be performed. In the event warranty work cannot be performed at Seller's place of business, Purchaser agrees to reimburse Seller for travel costs, including but not limited to airfare, hotel charges, and meals and to pay the agreed \$85.00 shop rate for travel to and from Vessel.
12. Purchaser and Seller agree that the laws of the State of Washington shall govern this Purchase and Sale Agreement. Both parties hereby consent to venue in a mutually agreeable location should any dispute arise. This Purchase and Sale Agreement, with agreed Change Orders if any, and the Non-Transferable Limited Warranty, constitutes the full and complete agreement of Purchaser and Seller, unless otherwise agreed in writing and signed by both Purchaser and Seller.
13. To the true and faithful performance of the foregoing Purchase and Sale Agreement, Purchaser and Seller hereto bind themselves, which Agreement shall inure to the benefit of their heirs, successors, assigns, executors, personal representatives and/or administrators, and each to the other.
14. Facsimile or email transmission of any signed original documents, and re-transmission of any signed facsimile or email transmissions shall be the same as delivery of an original.



 Joshua Armstrong,
 President, Armstrong Marine, Inc.

9/18/15

 Date

 City of Coeur d Alene

 Date

Seller 

Purchaser _____

Rev. 4/12/14

TO: Parks and Recreation Commission and City Council
FROM: Steve Anthony, Parks and Recreation Director
SUBJECT: Lease Agreement with Coeur d'Alene Carousel Foundation
DATE: September 21, 2015

Decision Point:

The Parks and Recreation Commission is recommending that the City Council enter into an agreement with the Coeur d'Alene Carousel Foundation to lease a portion of the property known as Memorial Field Plaza.

History:

The Coeur d'Alene Carousel Foundation is in possession of the original Playland Pier Carousel. The Foundation is proposing to lease 3,200 square feet of land to construct a facility to house and operate the carousel. The proposed location is east of the present Grandstand. The space would be used to construct a wood or masonry building approximately 30 ft. in width and 15 ft. in height.

Financial Analysis:

Staff recommends a seasonal lease in the amount of \$100.00 per year and 5% of the net profits. The lease would be from May 1 to October 3, but allow for some limited Special Event use during the off season. The lease would be for a 15 year term and renewable under terms and conditions negotiated by the parties. The Coeur d'Alene Carousel Foundation would be required to have a One Million Dollar (\$1,000,000) liability policy naming the City as a coinsured. The lease funds would be placed in the Capital Improvement Fund to be used at Memorial Field Park or Plaza. Staff recommends that the Foundation have a \$60,000.00 Endowment Fund before construction begins on the building.

Performance Analysis:

The Playland Pier Carousel would be a complimentary addition to Memorial Park. The City could install temporary picnic shelters that could be rented out for birthday parties and special occasions.

Recommendation: The Parks and Recreation Commission recommends that the City Council enter into an agreement with the Coeur d'Alene Carousel Foundation to lease a portion of property at Memorial Park on the east side of the Grandstand to house the Playland Pier Carousel.

Concerns on Carousel

- Need flexibility for 'special events'
- Verification of the 5% of profits that would go into the Parks CIF
- Compliance with existing noise ordinance, along with mentioning the volume control on the electronic music, no broadcasting of music outside the building, positioning speakers away from neighborhood as well as sound buffering by landscape / trees
- Background checks on all employees/ staff
- Language about uniforms & dress codes for employees/ staff
- Foundation shall provide a copy of their 990 to the Parks & Recreation Director on an annual basis





Preserving the Past ♦ Maintaining the Present ♦ Ensuring the Future

A spectacular gift has been presented to the city of Coeur d'Alene: the original Playland Pier carousel, fully restored and ready for operation. We are fortunate that this classic example of hand carved horses was kept intact and whole with all of its 20 hand carved horses and wooden chariots. The Perrons from Hood River Oregon saved and restored the carousel and the Footes generosity brought it home to Coeur d'Alene.

For many years carousels disappeared across America, but they are slowly returning in small numbers one by one to communities ready to welcome them with open arms.

The return of this legacy of art and living history will bring scores of visitors; families, grandparents, school children...the young and the young at heart. Carousel music will play, the smell of popcorn and cotton candy will be in the air and the nostalgia of a bygone era will be realized by many.

Coeur d'Alene is one of the most beautiful cities in the world, this crowning glory will be the icing on the cake and something for all ages to enjoy.

We too could be on the list of the Top Ten Carousels in the country.

The historic Playland Pier carousel is a living connection to our past. It is up to us to ensure it is here for the present and future generations to enjoy.



Coeur d'Alene Carousel Foundation, Inc.

Business Plan 2015



Contact:

Cari Fraser, Nancy Edinger, Rita Sims-Snyder

Board Members

POB 170

Coeur d'Alene ID 83816

Phone: Cari 208-659-1831 / Nancy 208-664-6279 / Rita 208-660-5389

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1.0 Executive Summary

The purpose of writing this plan is to provide information about our current progress in planning for the permanent placement of the original Playland Pier carousel. The first phase is finding the ideal location that enables the carousel to be self sustaining. The criteria for successful sustainability, historic preservation and placement have been well documented by the National Carousel Association. We use their experience and recommendations to set our goals. Building size, proximity to water, high traffic area, visibility, ease of accessibility and revenue generating mechanisms are all keys to success. The proposed location in the Four Corners area fits the criteria for success. Securing the location is the first and most important step in the plan. All other phases can commence once the location is secured.

1.1 Objectives

Find the ideal location for a 1,600-2,500 square foot building, which will provide space for a permanent structure and the continued & successful operation of the original Playland Pier 1922 Spillman carousel.

1.2 Mission

To turn the vision into a reality... permanently re-establish the historic Playland Pier Carousel in its hometown, to be enjoyed by generations of the young and the young at heart.

1.3 Keys to Success

- Finding the optimum high traffic, high visibility location near water to showcase the new carousel building.
- Securing a location in a park or in a location with a (nominal fee) long term lease would allow fundraising to be focused on the building.
- Designing a building that will showcase the carousel and provide functionality for self-sustainability.
- Developing strong, active local community support and leadership.
- Establishing public, private and civic partnerships.
- Planning revenue streams and funding to support the carousel into perpetuity.
- Building a team of volunteers to support and run the carousel.
- Building a network of support, inspiration and best practices with other local carousel associations.
- Marketing the carousel as a living history landmark for the enjoyment of residents and visitors.

It is advantageous to locate the carousel in a central location with high visibility, available parking & restrooms and near parks and other family oriented attractions. The carousel will draw people of all ages but predominantly families. This high visitor count would be a boon to the adjacent area and provide additional revenue generating sources for the foundation thus ensuring the

carousels self sufficiency.

2.0 Carousel Summary

The addition of this living legacy of art and enjoyment could be the crowning jewel in the right location. Riding on a painted pony with Wurlitzer music playing, ringing the bell, grabbing the brass ring and smell of popcorn in the air will be nostalgia for some and a new experience for many. An entire generation lost the opportunity to ride the Playland Pier carousel but now it is back. As a foundation and a city we are extremely fortunate to have received this complete and historic carousel as a gift, paid in full, completely restored and ready for operation. Now it is up to us to give it a home. It is our goal to see it up and running as soon as possible.

2.1 Carousel Ownership

On March 7, 2011 John and Patricia Foote purchased the original Playland Pier Carousel from Duane and Carol Perron of Hood River Oregon and immediately gifted the carousel to the Coeur d'Alene Carousel Foundation, Inc. The Coeur d'Alene Carousel Foundation, Inc. was incorporated in February 2011. 501 (c) 3 and has non-profit status. The carousel is owned by the Coeur d'Alene Carousel Foundation, Inc.

2.2 Carousel History

Originally there were over 2,500 hand carved carousels or Merry-Go-Rounds in the United States. There are currently approximately 215 in operation today. The Playland Pier carousel may be the only carousel to ever return to its original location fully intact. The carousel was built by the Spillman Engineering Co. of North Tonawanda, New York. The 1922 hand carved Spillman Junior carousel came to Playland Pier in 1941. It is a 12 sweep machine carrying its original 20 hand carved horses and two chariots. In 1974, the carousel was sold to a collector. The carousel was purchased at auction in 1986 by Duane and Carol Johnson Perron. The Perrons fully restored the carousel using a very extensive process, maintaining the original colors and design. The rounding boards have also been fully restored and artist Theresa Mather was commissioned to paint the scenery panels with beautiful scenes from the Coeur d'Alene area. A modern motor drive system was installed to assure reliable and safe operating condition. The carousel has been operated and displayed in several locations around the U.S. through Duane and Carol's non-profit International Museum of Carousel Art. Carol Perron, a Coeur d'Alene native, always wanted the carousel to come home.

In December 2010 newcomer to Coeur d'Alene, John Foote, read a CdA Press article about the carousel and contacted local carousel supporter Richard LeFrancis about purchasing the Carousel for donation. Seventy-one days later the

fully restored carousel was shipped to Coeur d'Alene, purchased and donated to the foundation. The carousel has been in storage since 2011.

2.3 Carousel Facilities

The size of the building is based on the size of the carousel, width, height etc., the width and height of the carousel are approximately 30'w x 15'h. Approximate building size is 1,600-2,500 sq ft. This space is planned as a simple wood or masonry carousel garage, open seasonally, providing space for benches either inside or outside for viewing. Roll-up or sliding access glass doors, peaked roof with stained glass upper windows. Building design and aesthetics will be based on funding, location and highlighting the historic nature, shape and making it recognizable as a carousel structure.

Seasonal operation allows for a smaller building and fewer volunteers to run it, keeping costs down.

3.0 Strategy and Implementation

The foundation will focus on Phase 1: Location. When a viable location is secure we will move to Phase 2: Fundraising for construction and 2 years' operating costs. Phase 3: Final Design and cost. Phase 4: Construction and carousel placement. Phase 5: Seasonal operation

3.1 Marketing Strategy

First phase marketing will be focused on public awareness and fundraising. Marketing and fundraising will take numerous forms and can include but not limited to marketing brochures, press releases, fundraising letters and grants. "Pennies for Ponies" school events, "Adopt a Pony" events, "Name the Pony" sponsors, auctions, memberships and sponsorships are other ideas. The National Carousel Association is a very helpful and knowledgeable source of information regarding successful marketing.

3.2 Preliminary Sales Forecast

It is difficult to accurately predict and estimate future visitor count and revenues for a new placement/location. The location and prospective traffic will affect any estimated projections. The figures provided here are preliminary in nature and are based on information from regional carousels already in operation and located in similar high visibility central locations. Very conservative estimates were used. Forecast(s) will be updated and amended when the location is set and additional information can be obtained from qualified sources.

Revenue:	Year 1	Year 2
Carousel Rides (\$1 per ride)	\$ 50,000	\$ 60,000
Concessions – if available TBD	\$	\$
Penny Press Machine	\$ 1,000	\$ 1,000
Facility Rental/Photo sittings	\$ 3,000	\$ 3,000
Membership/Annual Passes	\$ 2,000	\$ 3,000
Donations	\$ 2,000	\$ 3,000
Total Sales	\$ 58,000	\$ 70,000

Expenses:	Year 1	Year 2
Employment & taxes	\$ 10,400	\$ 10,400
Insurance Estimate	\$ 6,000	\$ 6,000
Utilities	\$ 4,800	\$ 4,800
Maintenance/Misc	\$ 5,000	\$ 5,000
Total Cost of Sales	\$ 26,200	\$ 26,200

4.0 Management Summary

The Coeur d'Alene Carousel Foundation, Inc. will operate as a separate entity under the guidance of the Board of Directors. The carousel will be financially and operationally independent. Management will rely initially on committed volunteers and seasonal part-time work force. As the carousel building project gets underway, board & committee members will take primary roles in the following major function areas:

- Volunteer Coordinator
- Marketing/Fundraising

- Coordinating Events
- Financial/Legal

4.1 Personnel Plan

There are currently no paid members in the organization. All work is done by volunteers. When operational, paid part-time work force will run the daily carousel operation.

Most carousels in the beginning are managed by the board and a dedicated group of volunteers. When the carousel is well established and the need arises and revenues are generated, a part-time director or other necessary paid staff may be used. Managing staff and volunteers will be the responsibility of the Board of Directors.

5.0 Financial Plan

Sales forecast for the first full year of operation is \$58,000. Forecast for the second year is \$70,000. These numbers are based on rider & sales estimates provided by other regional carousels and Betty Largent, President of the National Carrousel Association. Net operating profit or loss cannot be estimated at this time without knowing the location, building size, materials etc. The sales forecast for the number of riders, concession sales & donations are based on approximately 30% of Spokane's numbers. This is a conservative estimate. Coeur d'Alene's beautiful location, proximity to water, prime setting and high summer visitor count makes it an ideal and successful location for a carousel. A monthly Profit and Loss statement is included from Salem's Riverfront Carousel, Inc. Salem's carousel is larger and year round, but is a prime example of a successful self-sustaining model. See Appendix D.

5.1 Important Assumptions

Revenues:

- Assumes 50,000 - 60,000 rides per year at \$1.00 per ride
- Concessions & event revenues are based on well-placed high visibility, high traffic area
- Volunteers will provide oversight and management initially
- Membership dues assumes 200 members
- Contributions/Donations \$2,000/\$3,000 per year

Costs:

- Most of our labor will be volunteers & part-time seasonal employees; there will be no full time employees
- Insurance cost to remain stable

- Utilities and all associated maintenance costs will be covered by carousel revenues or fundraising/grants/gifts/endowments
- If concessions are available - costs will not exceed 40%

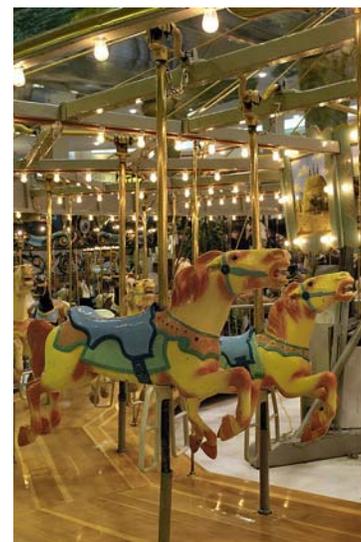
"...a carousel is the physical manifestation of human joy.
"Nothing more, nothing less. An experience designed to
lighten the human heart."





Description of Carousel

The Playland Pier carousel was built by the Spillman Engineering Co. of North Tonawanda, New York, in the 1920's. It is a 12 sweep machine carrying its original 20 hand carved horses and 2 chariots. This carousel was Mrs. Perrons childhood carousel, and no expense was spared to have her sentimental memories preserved and showcased for posterity. A very expensive process was used on the horses to preserve them in as remembered condition and assure another century of survival. All scenery and rounding board panels were given the same 100 year treatment. A modern motor drive system was installed to assure reliable and safe operating condition. The platform was replaced with wooden, wide-planked, clear, vertical grain fir. This is the same top-of-the-line floor installed for the Spokane Loeff carousel in 1987. With the proper love and care, this carousel will last forever.



John and Pat Foote

Past part time residents of Coeur d'Alene, John and Pat have lived a life steeped in history and preservation.

Their history includes amusement parks and national monuments.

John's list of accomplishments includes:

Carny with the Wonderland Amusement Park
Tour Guide at the Bradford Brinton Memorial
Engineer Aide with the Montana State Highway Commission
Grizzly – University of Montana
Sales Rep with Union Carbide Corp
Banker with Security Pacific National Bank
Manager – Foote Enterprises
R/E Developer – Billings Commerce Center
Owner – Pompeys Pillar National Landmark
President – Lewis & Clark Trail Foundation
Collector – Breweriana, Political Memorabilia, Railroadiana & Western Americana
Benefactor – Coeur d'Alene Carousel Foundation

Duane & Carol Perron

International Museum of Carousel Art - Hood River, Oregon

Travel from Portland east on I-84 about 70 miles and you'll come to Hood River. More than 150 carousel animals are exhibited at the International Museum of Carousel Art here.

The incredible collection of hand-carved, wooden carousel animals at the International Museum of Carousel Art includes works by many master carvers.

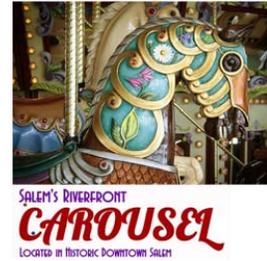
The majority of the antique carousel animals and artwork on display at the International Museum of Carousel Art is from the incredible collection owned by Duane and Carol Perron.

The Perrons' collection of carousel art began in the 1970s' with just one carousel horse. Today the couple owns the largest and most comprehensive collection of carousel art in the world, including over a dozen complete carousels.

A large portion of the Perron Family Collection of carousel art is on permanent loan to the International Museum of Carousel Art. The Perrons and other volunteers have assisted in restoring a number of historic carousels throughout the United States. The proceeds from the operation of these restored carousels are used to fund restorations of additional carousels. An average of two additional carousels are restored each year as a result.

The International Museum of Carousel Art operates as a non-profit organization, as it has since its foundation in the early 1980s. The Perron family remains devoted to helping preserve and restore carousels throughout the world.

Appendix C – Regional Carousels in operation



Spokane's Loeff Carrousel at Riverfront Park

www.spokaneriverfrontpark.com – City of Spokane Parks & Recreation

Originally in Natatorium Park, this magnificent 1909 Loeff carousel has been in Spokane since it first began operation, which is significant for both the city and this carousel. The City of Spokane's Park and Recreation Department's Loeff Carrousel proudly celebrated its Centennial in 2009. The 54 horses, 1 giraffe, 1 tiger and 2 chariot benches are all original and have woven themselves into the fabric of the community. **With over 275,000 riders a year**, the carousel is undoubtedly the most popular attraction in Spokane. A recent survey listed the Loeff Carrousel as the #1 most popular feature in Riverfront Park. The existing carousel building in Riverfront Park was originally built for the 1974 World's Fair as a Bavarian Beer Garden. The building also houses a small gift shop featuring Riverfront Park souvenirs and other carousel gift items. Concessions with food items such as cotton candy and ice-cream cones are available for carousel and park visitors. Expansion plans are underway.

A Carousel for Missoula at Caras Park

www.carouselformissoula.com – Theresa Cox, Director

Opened May 25, 1995 in Caras Park near historic downtown, A Carousel for Missoula is one of the first fully (newly) hand-carved carousels to be built in the United States since the Great Depression. The Carousel has 38 horses and two chariots. The Carousel sits in a circular enclosure surrounded by roll up doors. In fine weather, the doors are open so riders can enjoy all Caras Park has to offer. In inclement weather the doors are down and the Carousel is heated. The Carousel is open daily, year-round. Average **204,000 riders per year**, over 100,000 June-August. Price per ride .75 – \$2.25. Note: This is kept below national average of \$1.00 because the volunteers who built the carousel want it below market so any child can ride. Proceeds from the Gift Shop at the Carousel help feed the ponies. The gift shop features Carousel wearables and souvenirs, local and Montana-made items, as well as toys, games and candy with lots of 'kid appeal.' New park plans include a larger carousel building.

Salem's Riverfront Carousel

www.salemcarousel.org – Laura Tea-Pelley, Volunteer Manager; Marie Bradford, Director

Opened June 2, 2001, the carousel was the dream of Hazel Patton, a Salem woman who rode the carousel in Missoula, Montana in 1995, and knew that it was something that could be done in Salem. Over the course of almost five years, more than 160 volunteers donated more than 80,000 hours. In the

Appendix C – Regional Carousels in operation

end, they created a successful, ongoing community attraction. According to the executive director they expect more than **275,000 people to take a ride on the carousel** annually. Ride cost is \$1.50, with free rides offered for special needs and the handi-capped. While many tourist attractions offer gift shops, the Salem Riverfront Carousel's gift shop is unique. In the onsite workshop volunteers still labor inside on new carousel animals, making handcrafted Christmas tree ornaments, toys and other wooden treasures. The sales from the gift shop go to help support the carousel, which is a non-profit organization. The carousel is located in the center of Salem's downtown within walking distance of Salem's Riverfront Park and other nearby attractions.

National Carousel Association

www.carousels.org – Bette Largent, President (Spokane WA)

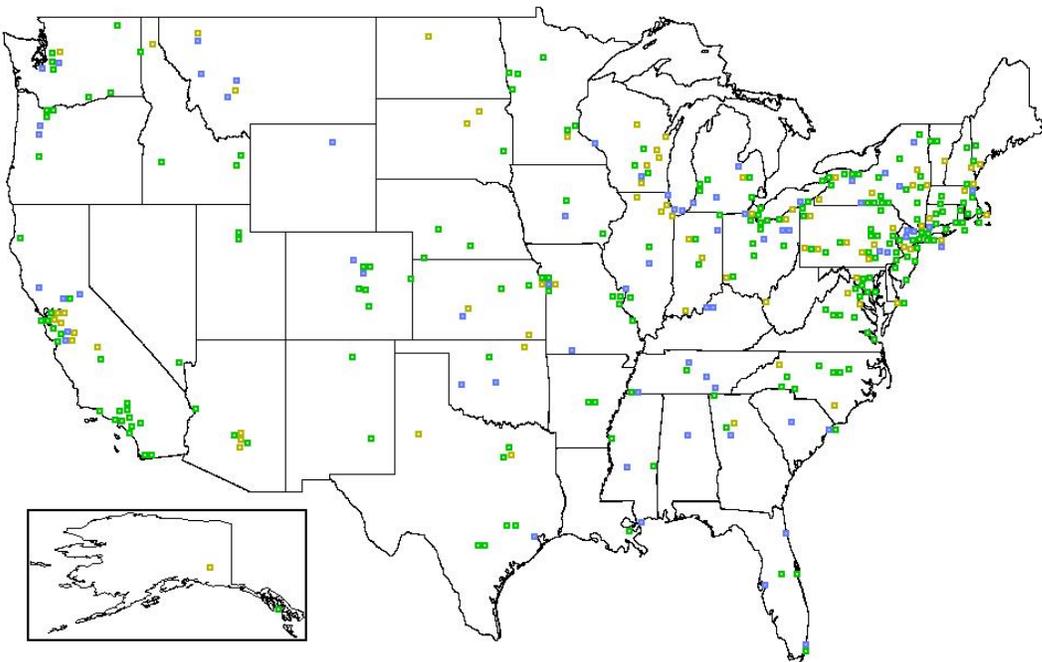
Since 1973 the National Carousel Association has been working to keep America's remaining carousels in operation. Through a wide range of programs and projects, the NCA has participated in the restoration and preservation of many of the antique carousels in operation in our country today.

To See Full Map and links go to: www.nationalcarousel.org/NCAcensusmap

The NCA Census Maps provide an easy way of locating carousels in a particular area of the country.

- Classic carousels are indicated by a Green dot
- Metal carousels are indicated by a Yellow dot
- New carousels are indicated by a Blue dot

Some carousels may be shifted from their actual location, especially in high-density locations.



SALEM'S RIVERFRONT CAROUSEL, INC

Monthly Recap - Profit & Loss by Department

February, 2011

<u>PLATFORM</u>	Feb.	YTD	<u>DEVELOPMENTAL EVENTS</u>	Feb.	YTD
Token Sales	\$12,146	\$23,338	Contribution to others	-\$80	
Promo. Passes	\$0	\$0	GALA Income	\$11,030	
INCOME:	\$12,146	\$23,338	Gala Expenses	-\$1,199	
Payroll Expenses	\$5,275	\$8,138	Cupid's Night Out	372	
Payroll Taxes	\$535	\$962	Cupid's Expenses	-\$181	
Payroll Benefits	\$920	\$1,831	EVENT PROFIT:	\$9,942	\$9,410
Maintenance	\$526	\$1,355	ADMINISTRATIVE		
Supplies	\$313	\$726	Endowment Income		\$0
EXPENSES:	\$7,569	\$13,012	Grant Income	\$7,500	\$11,724
PLATFORM PROFIT	\$4,577	\$10,326	General Donation	\$115	\$1,269
GIFT GALLERY			Tiles Purchased	\$300	\$600
Gift Sales	\$7,213	\$15,376	Penny Machine Income	\$253	\$453
Cost of Goods Sold	-\$3,608	-\$9,662	Food Vendors	\$659	\$891
INCOME:	\$3,605	\$5,714	Snocone Income (net)*	\$0	\$0
Payroll Expenses	\$3,625	\$5,358	ATM Commissions	\$32	\$56
Payroll Taxes	\$369	\$628	Interest/Invest. Income	\$7	\$19
Health Benefits	\$250	\$250	INCOME:	\$8,766	\$15,012
Supplies & Freight & Travel	\$339	\$2,705	Payroll Expenses	\$9,708	\$14,444
VISA Bank Fees	\$475	\$975	Payroll Taxes	\$980	\$1,683
Breakage/Write Off	\$395	\$710	Horse Restoration Exp	\$0	\$72
EXPENSES:	\$5,453	\$10,876	Insurances/Health Benefit	\$2,435	\$7,298
GIFT GALLERY PROFIT	-\$1,848	-\$5,162	Marketing	\$0	\$604
ROOM RENTAL			Office equip/supplies	\$999	\$3,034
Room Rental Income	\$5,658	\$10,414	Prof Fees/Taxes	\$928	\$1,018
Event Rm Expenses	-\$293	-\$1,204	Utilities	\$1,408	\$2,836
ROOM RENTAL PROFIT	\$5,455	\$9,210	Volunteer Supplies	\$65	\$118
			Invest Loss/Finance Chrg	\$0	\$0
			Depreciation	\$2,572	\$5,143
			Taxes or Bad Debt Exp	\$0	\$137
			EXPENSES	\$19,095	\$36,286
MONTH END PROFIT					YTD=
			\$7,797		\$2,510

Appendix E: Building design



Examples: Carousel Buildings around the U.S....



Saratoga Springs, NY



Glen Echo, MD



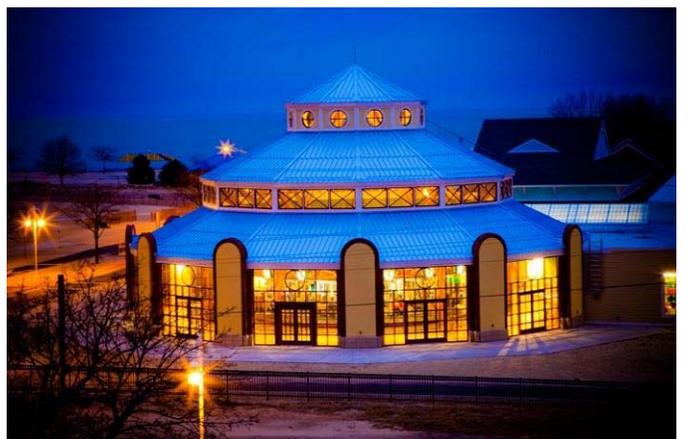
Dollywood Theme Park



Missoula, MT



Paragon Carousel, Hull, MD



Silver Beach, St Joseph, MI

RESOLUTION NO. 15-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LAND LEASE AGREEMENT FOR APPROXIMATELY 3,200 SQUARE FEET OF LAND IN MEMORIAL PARK WITH THE COEUR D'ALENE CAROUSEL FOUNDATION, INC. TO HOUSE AND OPERATE THE PLAYLAND PEIR CAROUSEL.

WHEREAS, the Parks and Recreation Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Land Lease Agreement with the Coeur d'Alene Carousel Foundation, Inc., a copy of which Land Lease Agreement is attached hereto marked Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED that the City enter into the Land Lease Agreement in substantially the form attached hereto and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of October, 2015

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

LAND LEASE AGREEMENT

Formatted: Left: 1", Right: 1"

THIS LAND LEASE is entered into this **day of October 6th, 2015** by and between the **City of Coeur d'Alene**, hereinafter called "Lessor," and **Coeur d'Alene Carousel Foundation, Inc.**, hereinafter called "Lessee", pursuant to the following terms and conditions:

1. **PREMISES.** Lessor hereby Leases to Lessee, and Lessee hereby Leases from Lessor, approximately 3,200 square feet of land in Memorial Park as depicted in Exhibit A, attached, upon the terms and conditions set forth herein. The land so Leased is herein called the "Premises."
2. **TERM.** The Lease term shall be fifteen (15) years and shall be renewable under terms and conditions negotiated by the parties to the lease.
3. **LEASE PAYMENT.** The lease payment shall be One Hundred Dollars (\$100.00) per year plus five percent (5%) of the annual net profits from the operation of the premises. Lessee shall cooperate in providing verification of the annual net profits to Lessor. All lease payments shall go into the Parks Capital Improvement Fund for improvements at Memorial Field or the Memorial Field Plaza. Lessee shall annually provide a copy of its annual IRS form 990 to Lessor's Parks & Recreation Director. Payment shall be due each year on the first day of June. Said payment shall be paid to Lessor at the City of Coeur d'Alene, Attn: Finance Department, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814. A late charge of twelve percent (12%) per annum or Twenty-five (\$25.00) dollars whichever is greater will be charged on payments received after the tenth (10) day following the due date.
4. **LESSEE IMPROVEMENTS AND OPERATION OF CAROUSEL:** Lessor shall allow Lessee at Lessee's cost to construct improvements on the premises to house and support the carousel and associated operations. Before any improvements are constructed on the Premises Lessee must have an endowment fund of not less than Sixty Thousand Dollars (\$60,000.00) to ensure the ongoing maintenance and operation of the carousel and the premises. If Lessee does not operate and fund the carousel in a manner that pays for all capital, maintenance, operation, utility and labor costs then Lessor reserves the right to cancel this lease, take ownership of the building and move the carousel to storage at the Lessee's expense.
5. **USE.** The premises shall be used only for the purpose of housing and operating the former Playland Pier Carousel and associated operations. Lessee shall observe such reasonable rules and regulations as set forth by Lessor, including hours, dates of operation and adhere to Land and Water Conservation Fund (LWCF) Policies. Dates and Hours of operation are April 1st to October 1st 10:00 a.m. to 9:30 p.m. Flexibility in the dates and hours of operation for special events will be allowed with written permission of Lessor.
6. **COMPLIANCE WITH THE LAW:** Lessee shall, at Lessee's expense comply with all applicable statues, ordinances, rules, regulations, orders, covenants and restrictions of record. Lessee shall not use or permit use of the Premises in any manner that will tend to create a waste or nuisance. Lessee shall comply with the city's noise ordinance. Lessee further agrees

that there will be no broadcasting of music outside of the building and all speakers will be positioned away from the surrounding neighborhood.

7. **POSSESSION.** If Lessor fails to deliver possession of Premises ready for occupancy at the commencement of the Lease term, Lessor shall not be liable for any damage caused thereby, nor shall this Lease become void or voidable, nor shall the Lease term be extended; but in such case, Lessee shall not be obligated to pay rent or perform any of the obligations of Lessee under the terms of this Lease until possession of the Premises is tendered to Lessee. If Lessee occupies the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease and such occupancy shall not change the termination date of said Lease.
8. **ACCEPTANCE OF PREMISES.** The taking of possession by Lessee shall be deemed Lessee's agreement and acknowledgment that the Premises is in a tenantable and good condition, and that Lessor has completed all work agreed to be accomplished by Lessor at Lessor's expense under the terms of this Lease to prepare the Premises for Lessee's occupancy.
9. **UTILITIES.** Lessee shall pay timely, when and as due, all charges for utilities furnished to, used upon or charged against said premises during the term hereof, including but not limited to charges for telephone, water, sewer, garbage, electricity, gas, oil or other heating facility.
10. **CARE OF PREMISES, REPAIRS AND ALTERATION.** Lessee shall take good care of the Premises. Lessee shall exercise reasonable care to maintain safe conditions of the premises at all time. Lessee is responsible for all maintenance and operational expenses and labor and utilities for the carousel and premises.
11. **WAIVER OF SUBROGATION.** Notwithstanding anything to the contrary contained herein, Lessor and Lessee do each hereby release and relieve the other from responsibility for and waive their entire claim of recovery for:
 - A) Any loss or damage to the real or personal property of either party located anywhere in the building, and including the building itself, arising out of or incident to the occurrence of any of the perils which may be covered by any casualty insurance policy, with extended coverage endorsement, in common use in the Coeur d'Alene locality,
 - B) Loss resulting from business interruption at the premises or loss of rental income from the building, arising out of or incident to the occurrence of any of the perils which may be covered by a business interruption insurance policy and by the loss of rental income insurance policy in common use in the Coeur d'Alene locality.
 - C) To the extent that such risks under "a" and "b" are in fact covered by insurance, each party shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party.

12. **EMPLOYEES.** All employees and staff shall pass a background check prior to working on the premises. Cost of the background check shall be paid by Lessee. All employees and staff will wear uniforms and adhere to Lessee's dress code while on duty.
13. **LIABILITY INSURANCE.** A certificate of insurance evidencing insurance coverage shall be provided to Lessor at the start of Lessee's possession. Lessee shall, at all times during the term hereof and at Lessee's cost and expense, maintain in effect bodily injury and property damage insurance adequate to protect Lessor and naming Lessor as an additional named insured against liability for injury to or death of any person or damage to property in connection with the use, operation or condition of the Premises, in an amount not less than \$1,000,000.00.
14. **ACCIDENTS AND INDEMNITY BY LESSEE.** Lessee shall defend and indemnify Lessor, and save it harmless from and against any and all liability, damages, costs, or expenses, including reasonable attorney's fees, arising from any act, omission, negligence or willful misconduct of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in or about the premises, or, arising from any accident, injury, or damage, whatsoever and by whomsoever caused, to any person or property occurring in or about the premises; provided that the foregoing provision shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the gross negligence or willful misconduct of Lessor, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Lessor.
15. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease, nor any interest herein, and the Lease, or any interest hereunder, shall not be assigned by operation of law, and Lessee will not sublet said Premises to a third party or parties without first obtaining the written consent of Lessor; which consent shall not be unreasonably withheld or delayed. In the event such written consent shall be given, no other subsequent assignment, subrental or subletting shall be made without the prior written consent of Lessor, which consent shall not be unreasonably withheld. It shall be reasonable for Lessor to condition its consent to any requested assignment or subletting upon receipt of a written agreement from both Lessee and Lessee's proposed assignee or sublessee stating that to the extent the rent or other consideration to be paid by the proposed assignee or sublessee exceeds the then-applicable rent called for hereunder, such excess shall be paid directly to the Lessor.
16. **SIGNS.** Subject to Lessor's prior written consent, Lessee may erect and maintain any appropriate and legal signs on the building and premises, at its own expense and remove such signs without damage to the building or premises upon termination of the lease or Lessee's occupancy.
17. **LIENS AND INSOLVENCY.** Lessee shall keep the premises and the building free from any liens arising out of any work performed, materials ordered or obligations incurred by Lessee. If Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, then Lessor may cancel and terminate this Lease at Lessor's option.

18. **DEFAULT AND RE-ENTRY.** Except for a default under the preceding paragraph for which immediate right of termination is given Lessor, if Lessee fails to pay when due any amounts due under this Lease, or to perform any other covenant under this Lease within thirty (30) days after written notice from Lessor stating the nature of the default, Lessor may cancel this Lease and re-enter and take possession of premises using all necessary force to do so; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within said period commence such cure and thereafter diligently prosecute the same to completion. Notwithstanding any retaking of possession by Lessor, Lessee's liability for the rent provided herein shall not be extinguished for the balance of the term of this Lease. Upon such default, cancellation or re-entry, Lessor may elect either:

- A) to terminate this Lease or;
- B) without terminating this Lease, to relet or attempt to relet all or any part of the Premises upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and real estate commissions paid, and thereafter to payment of all sums due or to become due Lessor hereunder.

In either event, liability of Lessee for full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than the rental herein agreed to, and Lessor may bring an action therefor as such deficiency shall arise. If Lessor elects the latter, it shall have the right to let any other available space in the office building before reletting or attempting to relet the premises and such action by Lessor shall not relieve Lessee from any of Lessee's obligations hereunder. Lessee hereby waives all claims for damages that may be caused by Lessor's re-entry and taking possession of premises or removing and storing the property of Lessee as provided in this Lease, and Lessee will save Lessor harmless from loss, costs or damages caused to Lessor. Such re-entry shall be considered a forcible entry.

19. **REMOVAL OF PROPERTY.** If Lessee shall fail to remove any of its personal property from the premises or the building at the termination of this Lease Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. If Lessee does not pay the cost of storing such property after it has been stored for a period of thirty (30) days or more, Lessor, may at its option, sell, or permit to be sold, any or all of such property at public or private sale, in such manner and at such time and place as Lessor shall select. The Lessor shall apply proceeds of such sale first to the cost and expense of said sale, including reasonable attorneys' fees actually incurred, second, to the payment of the costs or charges for storing any such property, third, to the payment of any other obligations which may then be or thereafter become due to Lessor, and fourth, the balance, if any, to Lessee.

20. **OPTION TO RENEW.** Lessee is hereby granted an option to renew this lease for up to (3) three additional periods of fifteen (15) years upon terms and conditions negotiated by the

parties. In order to exercise this option to renew, Lessee shall on or before sixty (60) days prior to the termination of this lease, serve upon Lessor a written notice of their intention to renew this lease.

21. **NON-WAIVER.** Waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent of this Lease.
22. **SURRENDER OF POSSESSION.** Upon termination of this Lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender premises to Lessor.
23. **HOLDOVER.** If Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be a month-to-month tenancy, which may be terminated with thirty (30) days written notice by either party. During such tenancy the Lessee agrees to pay to Lessor an amount equal to 100% of the lease payment provided for herein, and to be bound by all terms, covenants and conditions of the Lease.
24. **TAX ON RENTAL.** The rent stated in paragraph 3 is exclusive of any sales, business and occupation, or any other tax based upon or measured by rents payable to Lessor hereunder. If during the Lease term any such tax becomes payable by Lessor to any governmental authority, the rent hereunder shall be deemed increased to net Lessor the same rent after payment by Lessor of any such tax as would have been payable to Lessor prior to the imposition of such tax. The foregoing does not apply to income, inheritance, gift or succession taxes payable by Lessor.
25. **NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by certified mail to Lessor's representative at the same place rent payments are made, and to Lessee at the Premises or such address as may hereafter be designated by either party in writing. Notices mailed shall be deemed given on the date of such mailing.
26. **COSTS AND ATTORNEYS' FEES.** If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the Premises, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in such suit.
27. **QUIET ENJOYMENT.** Lessor warrants that is has full right to execute and perform the Lease and to grant the estate demised herein, upon payment of rent by Lessee and upon Lessee's performance of all the covenants, terms and conditions Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised, without hindrance or interruption by the Lessor.
28. **CAPTIONS, CONSTRUCTION, and GOVERNING LAW.** The title to paragraphs of this Lease is for convenience only and shall have no effect upon the construction or

interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Idaho.

- 29. **LESSOR'S CONSENT.** Whenever Lessor's consent is required under the terms hereof, such consent shall not be unreasonably withheld.
- 30. **SUCCESSORS.** All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, and assigns.
- 31. **OTHER AGREEMENTS.** This Lease supersedes any and all other agreements whether written or oral which have or may have existed in the past between Lessor and Lessee.
- 32. **AUTHORITY.** Lessee warrants that he has all power and authority to enter into and execute this Lease and to perform the obligations of Lessee hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the date first above written.

LESSOR:
City of Coeur d'Alene
Kootenai County, Idaho

LESSEE:
Coeur d'Alene Carousel Foundation, Inc.

By: _____
Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

By: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of October, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of October, 2015, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Coeur d'Alene Carousel Foundation, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for _____
Residing at _____

RENOVATED MEMORIAL FIELD
SOFTBALL FIELD - NEW ORIENTATION

EXISTING GRANDSTAND TO REMAIN

MEMORIAL FIELD
PLAZA / FORECOURT
- LIGHTING
- SEATING
- SHADE
- CONGREGATION

NEW PARKING LOT - ± 125
CAR PARKS.

COMMITTEE TRAIL

CAROUSEL WITH OUTDOOR
SEATING / DINING AREAS
- ACCESS FROM PARKING

PUBLIC ART OPPORTUNITY

ON STREET
CAR PARKS

EXIST PARK & PROTECT
TREES TO REMAIN
(NONE REMOVED TYPICAL)

EXISTING
RESTROOM TO
REMAIN

CENTRALIZED PEDESTRIAN CROSSING &
CONNECTOR - TRAFFIC CALMING
ELEMENTS - LIGHTED BOLLARDS -
PROVIDES ABILITY TO CLOSE MULLAN FOR
SCHEDULED EVENTS / TIMES.

PLAZA GATE-
WAY ARCH

CITY PARK
MAINTENANCE ACCESS
EXISTING HERE!

REDEVELOPED CITY
PARKING LOT.

PARK DR

NW BLVD

BIKES



**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, PLANNER
DATE: SEPTEMBER 2, 2014
SUBJECT: ZC-1-14 - ZONE CHANGE REQUEST OF +/- 9.52 ACRES FROM R-3 TO R-8 AND R-17
A-4-14 – ZONING IN CONJUNCTION WITH ANNEXATION OF +/-3.51 ACRES FROM COUNTY AGRICULTURAL-SUBURBAN TO R-3 & R-8
LOCATION: +/- 13.03 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE-90

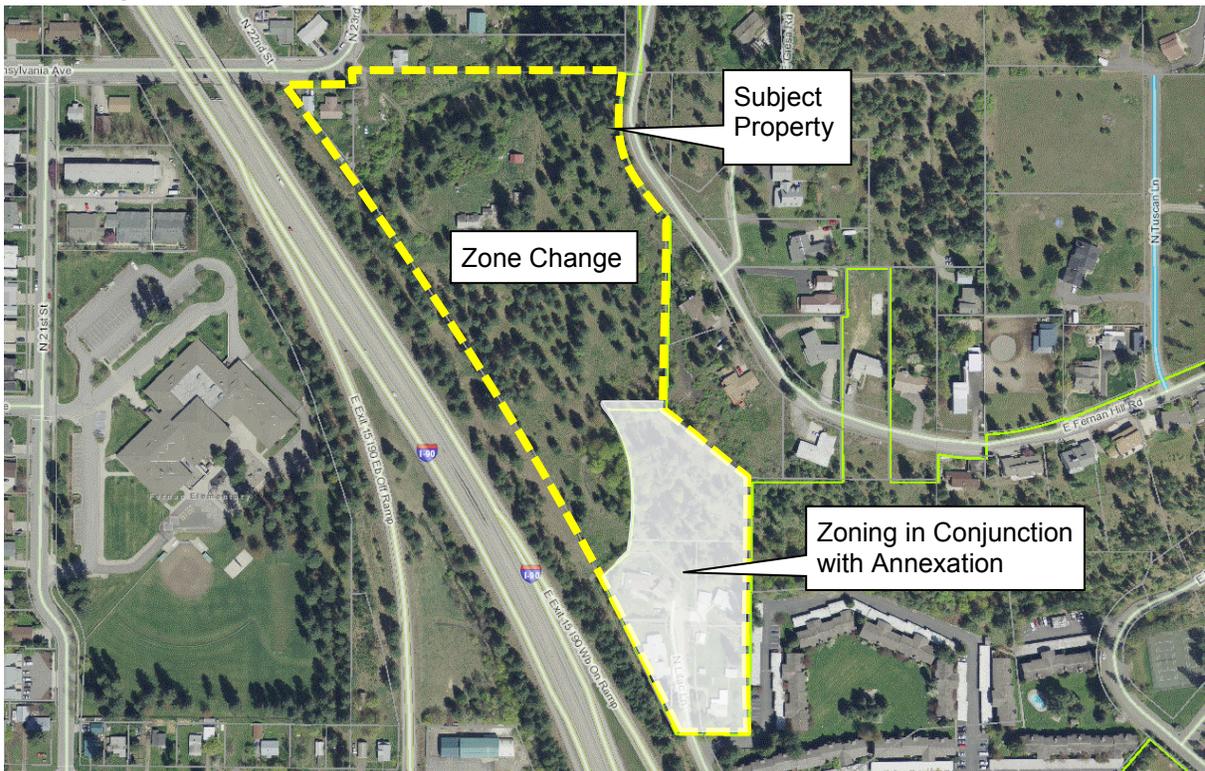
APPLICANT:

Owner: Larry Fluet Revocable Trust
722 N. Frosty Hill Pine Trail
Coeur d'Alene, ID 83814

DECISION POINT:

Larry Fluet Revocable Trust is requesting approval of a Zone Change from R-3 Hillside (Residential at 3 units/acre) to a mix of R-3, R-8, and R-17 (Residential at 3, 8, & 12 units/acre) zoning districts for property currently in city limits. In addition, the applicant is requesting approval of Zoning in Conjunction with Annexation from County Agricultural - Suburban to an R-3 (Residential at 3 units/acre) and R-8 (Residential at 8 units/acre) zoning district.

Area Map:



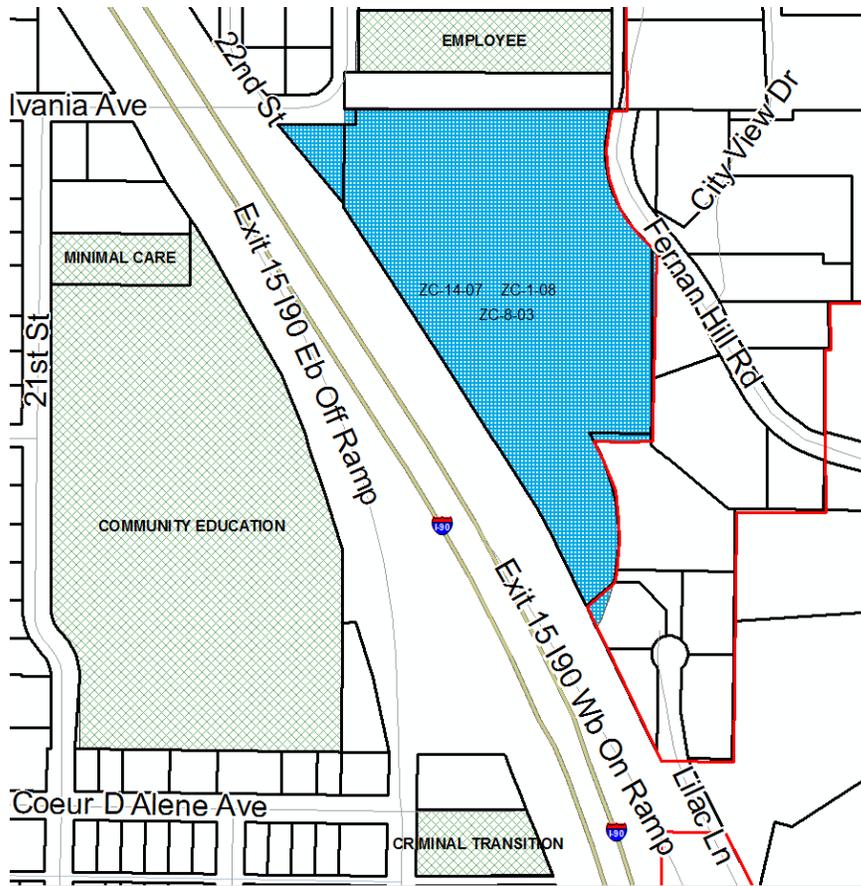
GENERAL INFORMATION:

Larry Fluet Revocable Trust is proposing to develop a +/-13.03 acre parcel bounded by I-90, Lake Villa Apartments, E Fernan Hill Rd., and where E. Pennsylvania Ave. meets N. 23rd Street. A southerly portion measuring +/-3.51 acres of the 13 acre parcel is currently in the County, but is contiguous to the City limits on three of the four sides. In conjunction with the annexation and zone change, the applicant received approval at the Planning Commission level for PUD and Subdivision to develop 2 assisted living lots (Special Use Permit), 7 duplex lots, and 6 single family lots with a new city street and associated city utilities. The applicant wishes to annex the 3.51 acre parcel into the City to consolidate the project site.

Planning Commission reviewed the annexation and zone change request on June 10th, 2014 and recommended approval to City Council by a 4 to 0 vote.

Prior Land Use Hearings:

- ZC-8-03 From R3 TO R-12 DENIED
- ZC-14-07 From R-3 to R8 WITHDRAWN
- ZC-1-08 From R-3 to R8 WITHDRAWN
- PUD-1-08 "Pennsylvania Highlands" WITHDRAWN



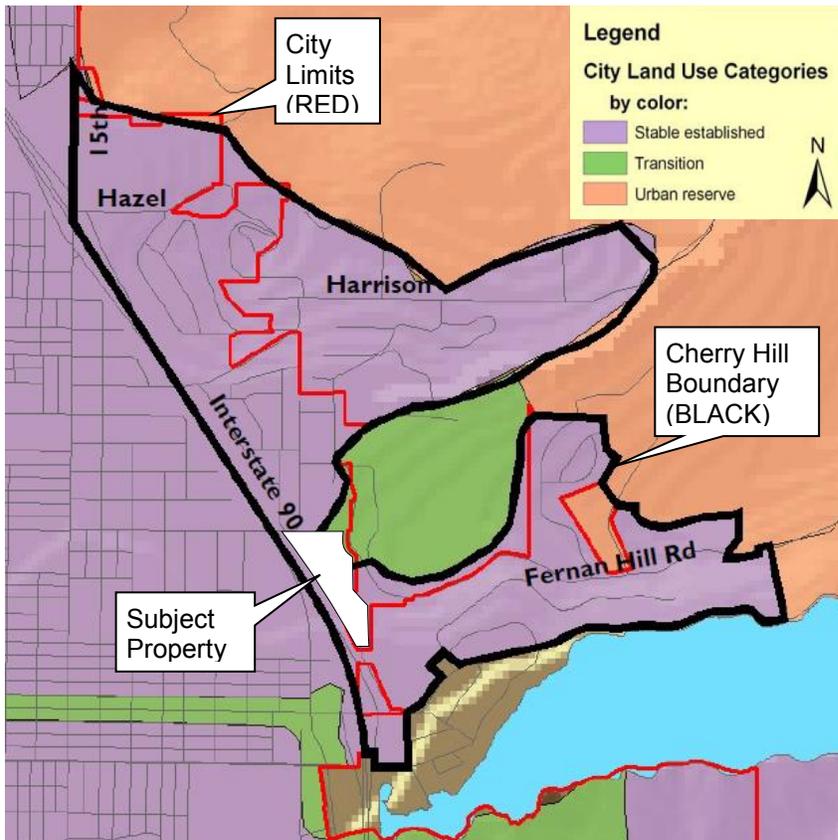
REQUIRED FINDINGS (For Annexation & Zone Change):

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

2007 COMPREHENSIVE PLAN: LAND USE CATEGORIES:

- The subject property is partially within the existing city limits
See Area Map/General Information Pg. 1 & 2
- The City Comprehensive Plan Map designates this area as:
Cherry Hill - Stable Established & Fernan Hill Bench - Transition:

Cherry Hill Comp Plan Map:



Stable Established:
These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots, and general land use are not expected to change greatly within the planning period.

Cherry Hill Today:

This area is actually comprised of two hillsides, Cherry/Stanley Hill and Fernan Hill, as well as surrounding lands with less challenging slopes. Deer, elk, and bear frequent the area. These characteristics provide a very pleasant environment, but combined with clay soils, can provide development challenges.

The majority of this area is already inside city boundaries with the exception of the eastern part of the Cherry/Stanley Hill area.

Development in this area is typically single-family with densities ranging between one and three units per acre (1-3:1). Sewer is provided to all areas within city limits, but developments in unincorporated areas use septic tanks. Coeur d'Alene's Sewer Master Plan (www.cdaid.org) shows that sewer service can be provided to this area in the future.

Water is provided to most of the developed area by the city's water system, which was acquired by the city from the Idaho Water Company in the 1970s. A unique aspect of the water system in the Cherry/Stanley Hill area that has a major impact on the development of the area is that, although this area is served by the city water system, generally, new water hookups are not allowed unless the property is within city boundaries. The Coeur d'Alene Water Master Plan (www.cdavid.org) indicates that this area can be served with water, with the exception of those areas above elevation contour 2,240 feet (the maximum water service elevation for the city).

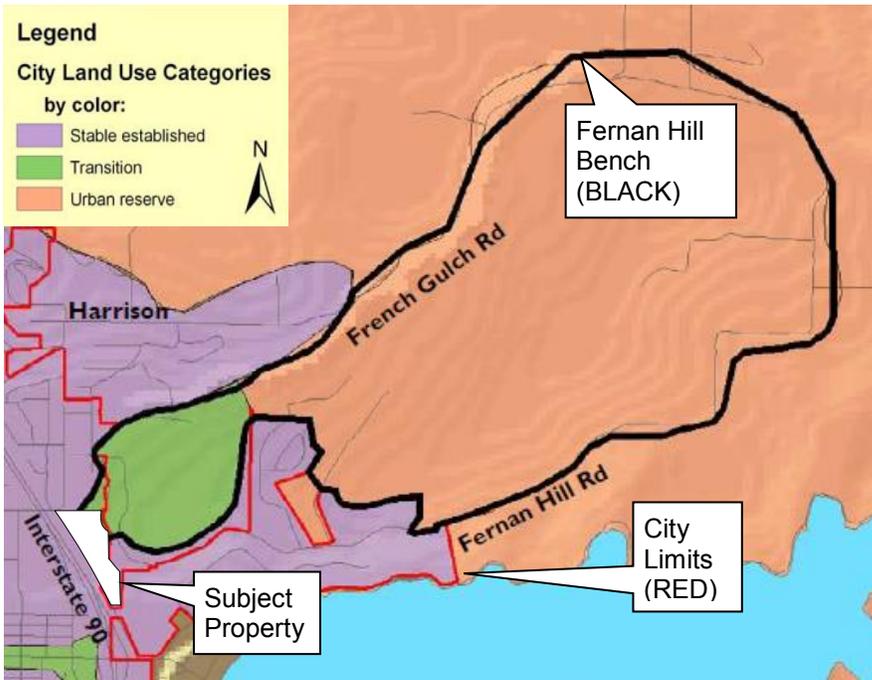
Cherry Hill Tomorrow

This area will continue to develop as a lower density single-family residential area with care taken to preserve natural vegetation, views, and open space on steeper slopes. Future development will present challenges in preserving open space and tree cover, and providing necessary infrastructure in the context of hillside development. As this area continues to develop, parcels not suitable for development should be preserved as open space through conservation easements, clustering, and acquisitions.

The characteristics of Cherry Hill neighborhoods will be:

- That overall density in this area will be approximately one dwelling unit per acre (1:1). However, in any given development, higher densities, up to three units per acre (3:1) are appropriate where site access is gained without significant disturbance, terrain is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.
- Limited opportunity for future development.
- Developments within the Fernan Lake Watershed should reflect careful consideration of the impacts of the development on water quality in Fernan Lake.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

Fernan Hill Comp Plan Map:



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

Land Use: Fernan Hill Bench

Fernan Hill Bench Today:

This area is generally located between French Gulch and Fernan Hill roads and extends east from Interstate 90 approaching the Area of City Impact (ACI) boundary. The area is sparsely developed with single-family dwellings on lots ranging in size from two acres to several hundred acres.

The Fernan Hill Bench consists of gently rolling terrain with adjacent, increasingly steep slopes. Coniferous forest dominates a majority of this area.

Fernan Hill Bench Tomorrow

Future development will require infrastructure and hillside development, and will present tree and open space preservation challenges. The area is generally envisioned to continue to develop as a lower density, single-family area with care taken to preserve the natural vegetation, views, and open space on steeper slopes.

The characteristics of Fernan Hill Bench neighborhoods will be:

- That overall density in this area will be approximately one dwelling unit per five acres (1:5). However, in any given development, higher densities up to three units per acre (3:1) are appropriate where site access is gained without significant disturbance, terrain is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.
- As the area grows, parcels not suitable for development should be preserved for open space through conservation easements, clustering, acquisitions, etc.
- Provision of infrastructure to this area will make development difficult because of a significant increase in topographical extremes east of Fernan Hill Estates subdivision.
- Potential traffic issues must be addressed prior to development as “downstream” neighborhoods will be impacted.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

COMPREHENSIVE PLAN GOALS & OBJECTIVES:

- **Objective 1.02 - Water Quality:**
Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.
- **Objective 1.05 - Vistas:**
Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.
- **Objective 1.06 - Urban Forests:**
Enforce minimal tree removal, substantial tree replacement, and suppress topping trees for new and existing development.
- **Objective 1.08 - Forests & Natural Habitats:**
Preserve native tree cover and natural vegetative cover as the city's dominant characteristic.
- **Objective 1.10 - Hillside Protection:**
Protect the natural and topographic character, identity, and aesthetic quality of hillsides.
- **Objective 1.11- Community Design:**
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

- **Objective 1.12 - Community Design:**
Support the enhancement of existing urbanized areas and discourage sprawl.
- **Objective 1.13 - Open Space:**
Encourage all participants to make open space a priority with every development and annexation.
- **Objective 1.14 - Efficiency:**
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- **Objective 1.15 - Natural Terrain:**
Wherever possible, the natural terrain, drainage, and vegetation should be preserved with superior examples featured within parks and open spaces
- **Objective 1.16 - Connectivity:**
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
- **Objective 1.17 - Hazardous Areas:**
Areas susceptible to hazardous conditions (e.g. flooding, landslides, earthquakes, etc.) should be left in a natural state unless impacts are mitigated.
- **Objective 2.02 - Economic & Workforce Development:**
Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.
- **Objective 2.05 - Pedestrian & Bicycle Environment:**
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances
- **Objective 3.01 - Managed Growth:**
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population
- **Objective 3.05 - Neighborhoods:**
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- **Objective 3.14 - Recreation:**
Encourage city-sponsored and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities, hiking and biking pathways, open space, passive parks, and water access for people and boats.
- **Objective 3.08 - Housing:**
Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.
- **Objective 3.10 - Affordable & Workforce Housing:**
Support efforts to preserve and provide affordable and workforce housing.
- **Objective 3.16 - Capital Improvements:**
Ensure infrastructure and essential services are available prior to approval for properties seeking development.

- **Objective 3.18 - Transportation:**
Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.
- **Objective 4.02 - City Services:**
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).
- **Objective 4.06 - Public Participation:**
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

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

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

STORMWATER:

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

Assessment:

The stormwater management plan, with swale location, sizing and justifications, is required to be a component of any infrastructure plan submittal for the subject property. All swale upkeep and maintenance will be the responsibility of the homeowners/property owners association for the subdivision. If there is no association, all stormwater maintenance will be the responsibility of the individual lot owners. City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

Due to the presence of the French Gulch floodway in a portion of the development, any stormwater containment facility must be designed to eliminate the possibility of captured stormwater mixing with the flows from the creek. Mixing of the separate drainages could result in untreated flows making a direct impact on the lake.

Although is it the developer's prerogative on the design of the stormwater treatment/containment facilities, the preference of the City would be for them to utilize a centralized swale area to facilitate ease of maintenance.

STREETS:

The proposed subdivision is bordered by Pennsylvania Avenue on the north and Sherman Avenue on the south.

Assessment:

The current right-of-way widths and existing constructed streets of both roadways meet City standards.

The subject property is proposing to have one main thoroughfare connecting Pennsylvania Avenue to the existing Lilac Lane, just north of Sherman Avenue, and, one cul-de-sac (+/- 150' deep).

Assessment:

The twenty eight foot (28') proposed interior street meets the newly designated City standard for "urban local street/secondary frontage with parking on one side". The proposed street has a maximum grade of 6.0% which meets City standards and has a meandering design that is intended to reduce vehicle speed. Any points along the roadway that have fire hydrants situated on them will be required to be signed "no parking" in order to maintain the twenty six foot (26') width that is required by the City Fire Department.

The proposed Lilac Lane roadway crosses over the French Gulch waterway through a thirty-six inch (36") culvert, and, a portion of the road will be situated in the floodway as determined by FEMA.

Assessment:

The developer will be required to construct a bridge structure or culvert with an elevation above the 100-year flood elevation, and, capable of passing a 100-year flood event. This structure will require design approval by the City Engineer, and, be capable of safely crossing the heaviest Street Maintenance and Fire Department Vehicles (79,000 lbs). All design calculations will be required to be submitted for approval and construction. Any roadway or portion of roadway, which is located within the floodway zone, will be required to be elevated above the 100-year flood elevation to ensure that inundation does not occur.

The subdivision proposal includes an eight foot (8') multi-use path for bicycles and pedestrians along the westerly side of the roadway.

Assessment:

The minimum recommended width per AASHTO is ten feet (10') for combined use pathways; therefore, the width will be required to meet this recommendation.

The proposed development shows an access road/driveway serving five (5) of the duplex units.

Assessment:

This access road/driveway would be required to meet all of the requirements of the Parking Code and Fire Department access requirements for size, and, lane width's.

The portion of Fernan Hill Road adjoining the three (3) upper lots is under the jurisdiction of the East Side Highway District; therefore, permission in writing would be required from the District that would grant access to the roadway at those designated locations.

-Submitted by Chris Bates, Engineering Project Manager

WATER:

There is insufficient capacity in the public water system to provide adequate domestic, irrigation, and fire flow to the subject property. The property will require the installation of additional water infrastructure in the form of new water mains, fire hydrants, domestic services and irrigation services, including Lilac Ln and Fernan Hill Rd.

Offsite infrastructure improvements will be required to provide adequate fire flow to the proposed subdivision. An existing undersized 4" main in Pennsylvania Ave from 20th St to 23rd St. will be required to be replaced with a minimum 8" main, final size determination will be dependent on ultimate fire flow needed. An

existing 4" and 6" main on Lilac Ln may also need to be replaced if necessary fire flow conditions warrant.

All expenses for improvements will be the responsibility of the developer and any existing water rights associated with this property will be required to be transferred to the City.

-Submitted by Terry Pickel, Assistant Water Superintendent

WASTEWATER:

The Wastewater Utility has no objection to these requests. The proposed development density should have minimal impact to the public wastewater system as determined by the 2013 Wastewater Collection System Master Plan. Any modification that results in increasing the density will require the Applicant to complete a hydraulic capacity analyses to the City's wastewater system.

All public sewer infrastructures must conform to all of the City of Coeur d'Alene Standard Drawings and the Wastewater Utility's Sewer Policies.

Assessment:

The Wastewater Utility shall approve of the placement and the orientation of all public sewer infrastructures. In conformance to Sewer Policy #713, "public sewer infrastructure located in developed streets... shall be installed as close to the centerline as possible to keep the manhole lid out of the travelled lanes."

All private sewer Infrastructures must be owned and maintained by the Lilac Glen Homeowner's Association (HOA), must be located outside of public right-of-way within a common utility easement and must conform to the Idaho State Plumbing Code (2009 Edition).

Assessment:

This project presents site constraints that make public sewer availability prohibitive and nonconforming to current Wastewater Utility Sewer Policies; however, a private sewer system could accommodate this project. Privately owned infrastructures should be located out of the Right-of-way within common utility easements to avoid public/private sewer maintenance complications.

-Submitted by Mike Becker, Utility Project Manager

FIRE:

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

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation and/or building permit approval, utilizing the currently adopted International Fire Code (IFC) for compliance.

-Submitted by Bobby Gonder, Fire Inspector

Evaluation:

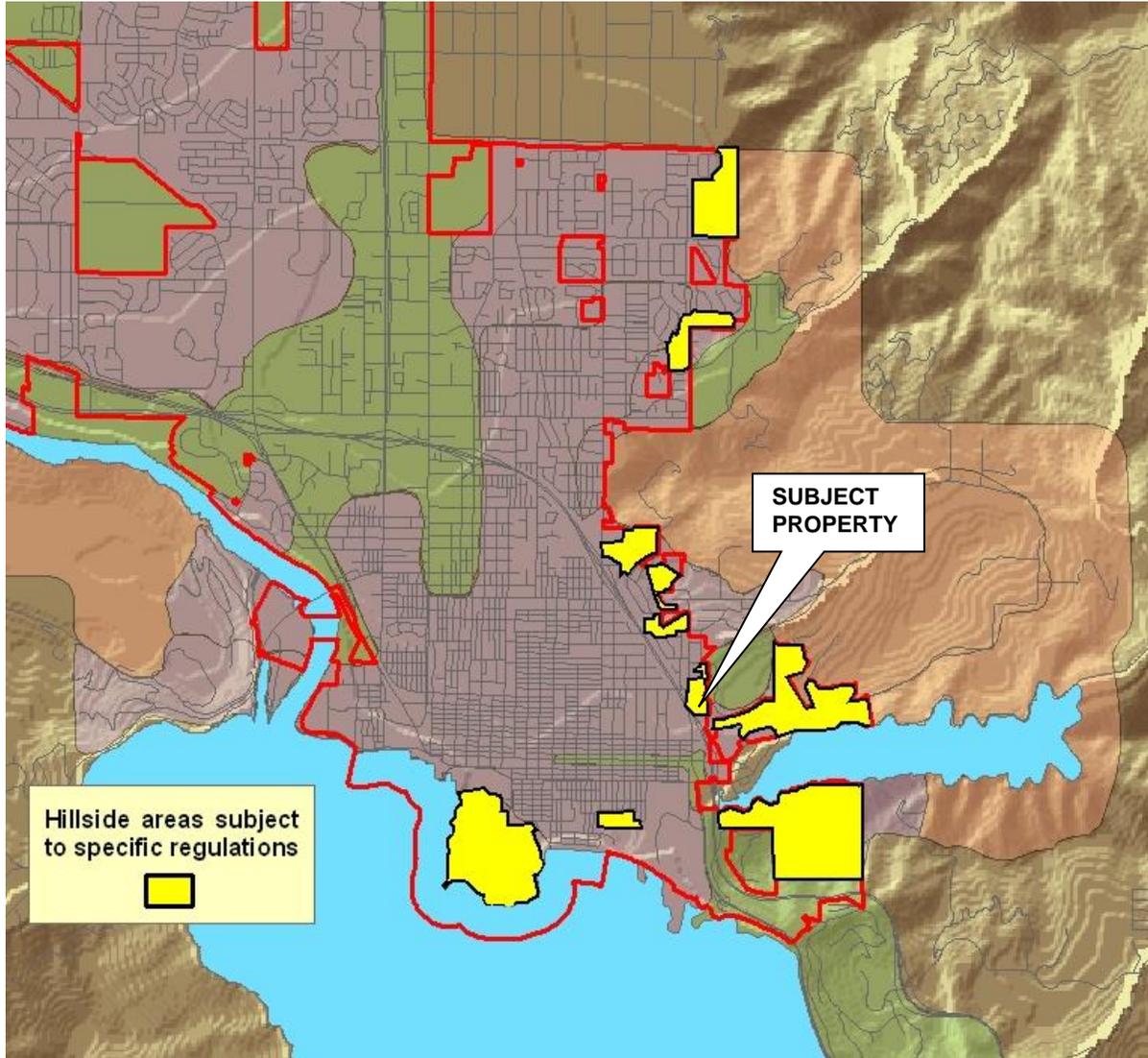
City Council must determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.

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

PHYSICAL CHARACTERISTICS:

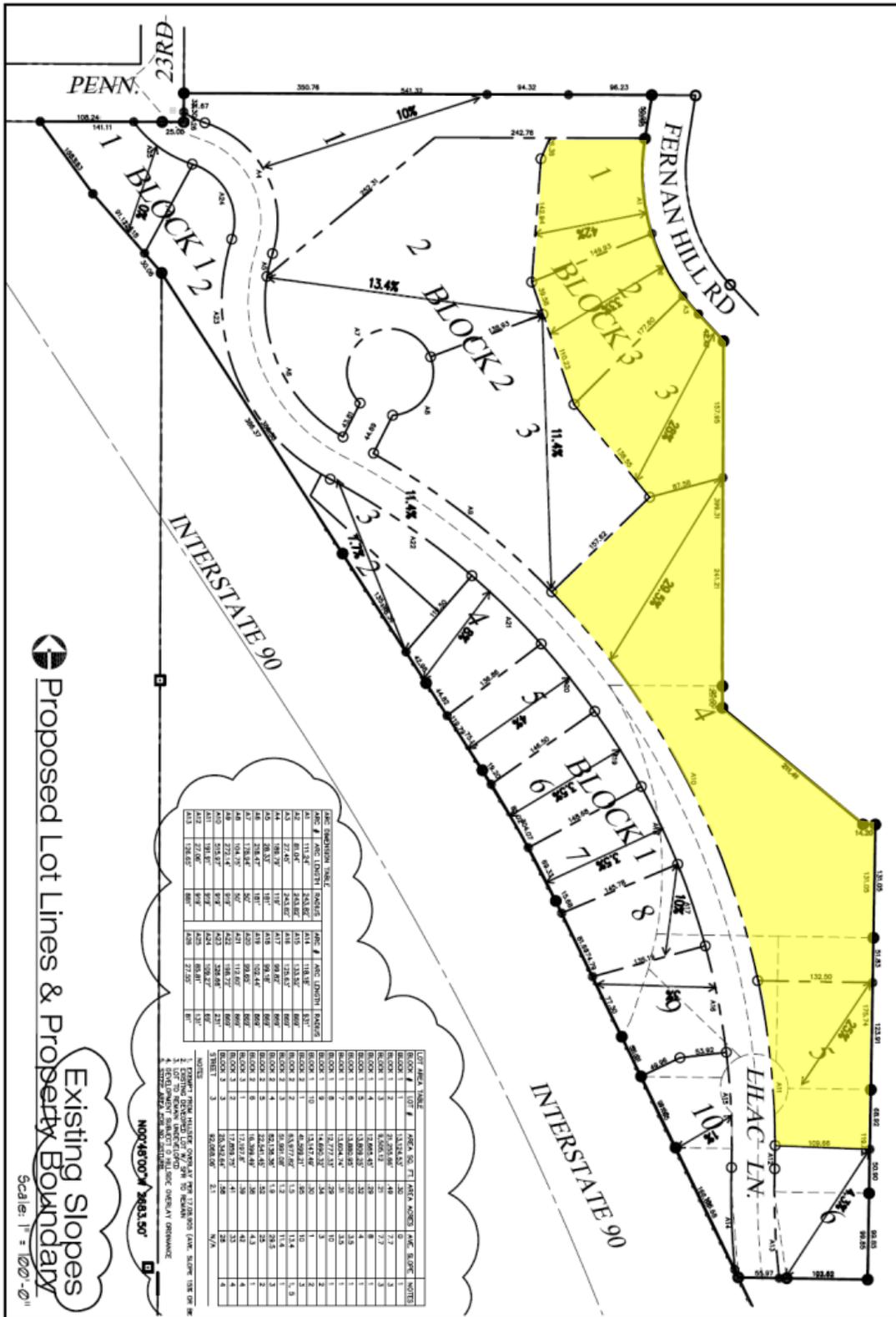
The subject property is within the Hillside Overlay and has a portion of floodway within the northernmost area as seen in the maps below.

Hillside:



Both parts of the subject property (Inside/Outside of the current city limits) are subject to the Hillside code requirements. Lots that are less than 15% slope are considered exempt. In anticipation of annexation/zone change approval, the applicant has provided a site map analyzing the slopes of the proposed lots.

Slope Map (Yellow denotes areas over 15%):



EX1.1R

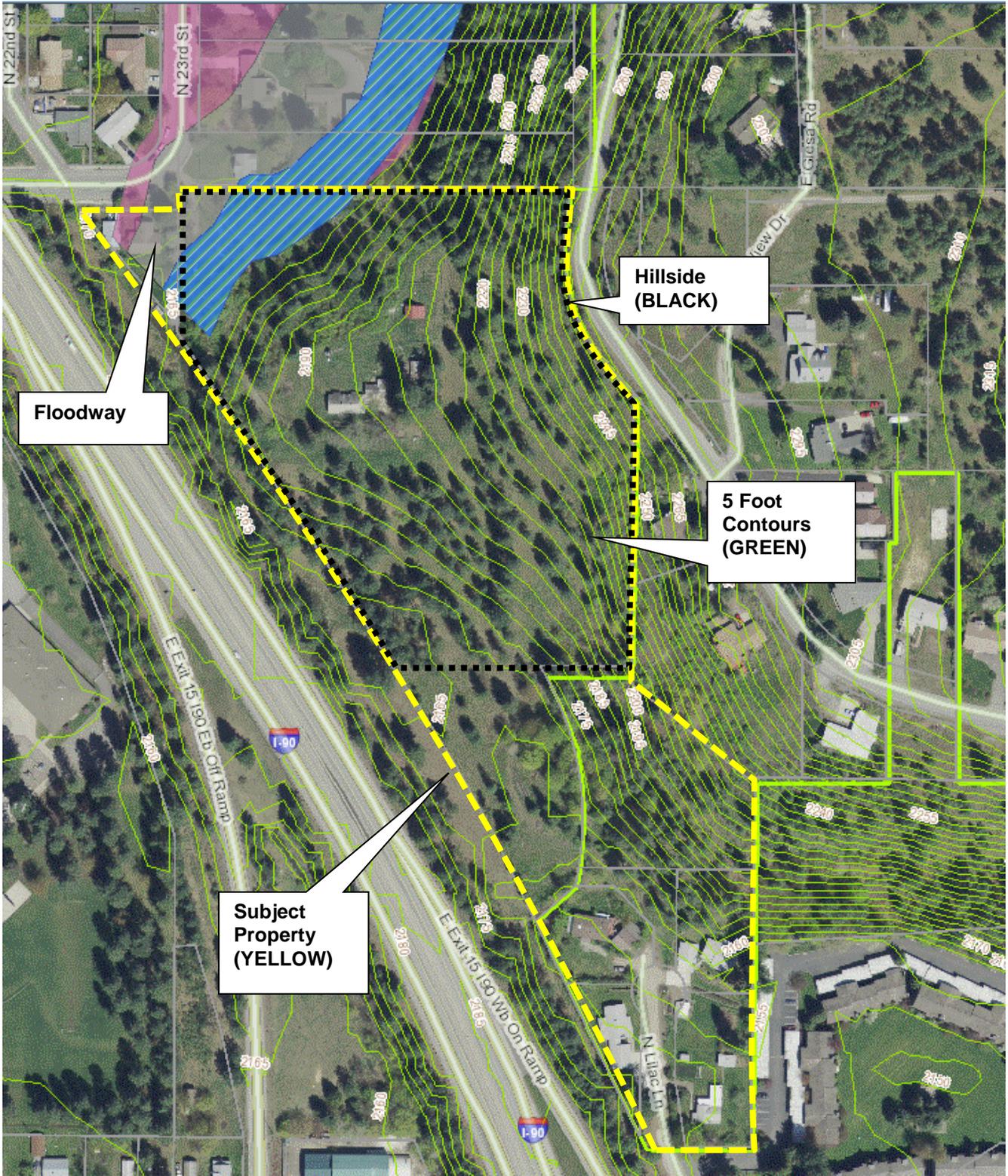
Licensed Architect
 Richard M. Stauffer
 STATE OF IDAHO

Lilac Glen
 Proposed PUD
 Coeur d'Alene, Idaho

MILLERSTAUFFER
 ARCHITECTS

601 FRONT AVE. STE. 201 // COEUR D'ALENE, ID 83814 // PH 208+664-1773

Floodway Map:



PHOTOS OF SUBJECT PROPERTY:

Lilac Lane looking North:



From Pennsylvania Avenue looking South w/ French Gulch Creek just beyond gate



French Gulch Creek just beyond gate



Internal area proposed as C-17L (Assisted Living) looking SE



Fernan Hill Rd looking NW into subject property



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

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

TRAFFIC:

The ITE Trip Generation Manual estimates the project may generate approximately 72 total trips per day.

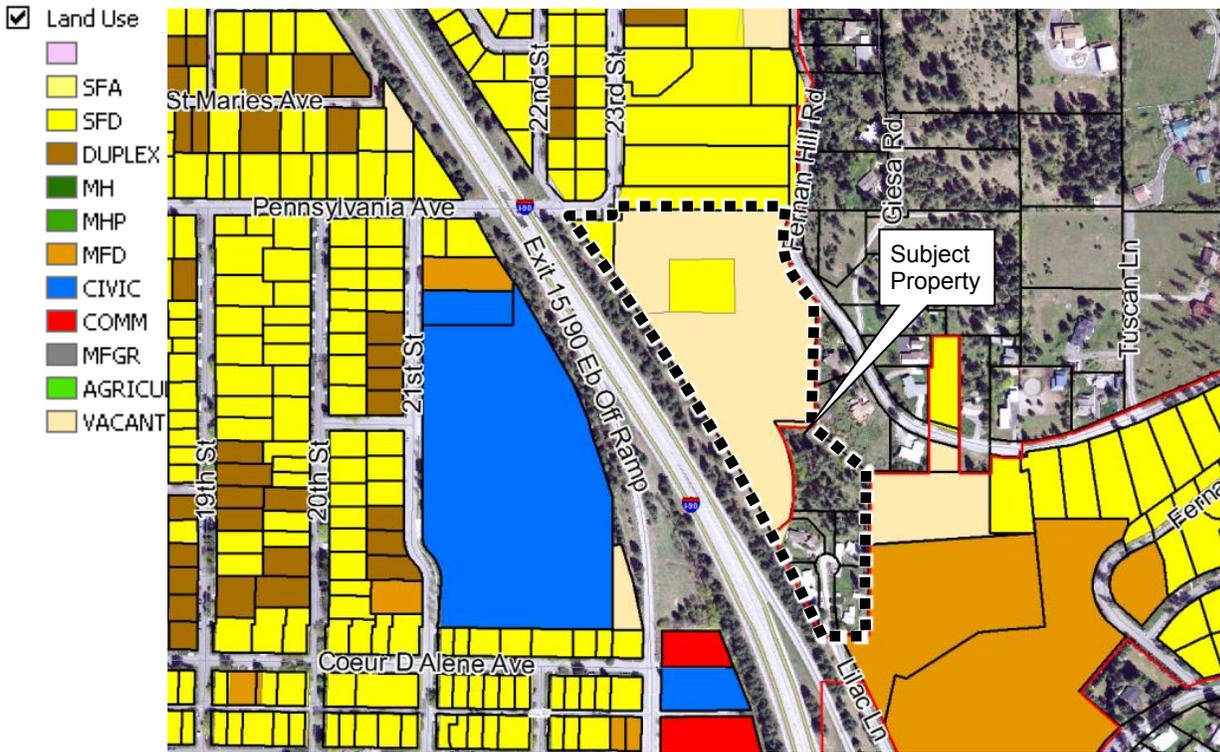
Assessment:

The network of adjacent and connecting streets should allow for a fairly rapid distribution of the additional traffic volume. The proposed Lilac Lane extension provides a direct link to Interstate 90 on the south, and, the connection to Pennsylvania Avenue on the north provides a plethora of local streets that connect to the City's network of north/south, and, east/west collectors.

NEIGHBORHOOD CHARACTER:

See both "Cherry Hill Today" and "Fernan Hill Bench Today" descriptions from the 2007 Comprehensive Plan listed in finding #B8 above. Also see photos of subject properties.

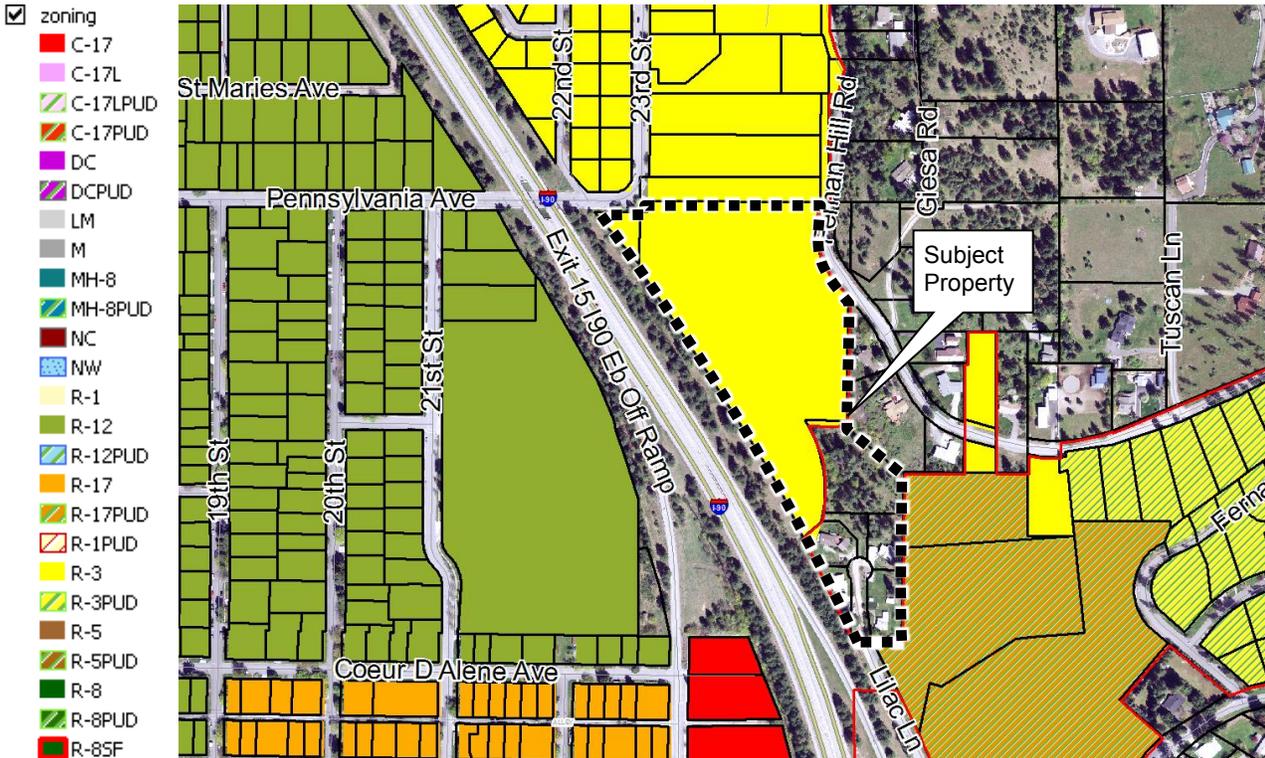
GENERALIZED LAND USE PATTERN:



Existing/adjacent land uses:

- Residential - single-family, multi-family, and vacant land.

EXISTING ZONING:



Proposed Zoning Map:



Provided by applicant (NOTE: Colors are different than current zoning map above)

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

APPLICABLE CODES AND POLICIES:

Utilities:

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.
4. All required utility easements shall be dedicated on the final plat.

Streets:

5. All new streets shall be dedicated and constructed to City of Coeur d'Alene standards.

6. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
7. All required street improvements shall be constructed prior to issuance of building permits.
8. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

Stormwater:

9. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

Fire Protection:

10. Fire hydrant(s) shall be installed at all locations as determined by the City Fire Inspectors.

General:

11. The final plat shall conform to the requirements of the City.
12. Written permission for access onto Fernan Hill Road from the East Side Highway District shall be obtained prior to recording the final plat.

PROPOSED CONDITIONS:

No proposed conditions are recommended by staff for the applicant's requests for annexation and zone change. An annexation agreement will address items for the annexation request.

ORDINANCES & STANDARDS USED FOR EVALUATION:

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

ACTION ALTERNATIVES:

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

Applicant: Larry Fluet Revocable Trust
Location: Btwn I-90 and Lake Villa on E. side of City
Request:

- A. A proposed 3.51acre annexation from County AS to City R-8 (Residential at 8 units/acre) & R-17 (Residential at 17units/acre) zoning district QUASI-JUDICIAL (A-4-14)
- B. A proposed zone change from County AS to City R-3 Residential at 3 units/acre), R-8 (Residential at 8 units/acre) and R-17 (Residential at 17 units/acre) zoning district QUASI-JUDICIAL (ZC-1-14)

Planner Holm presented the staff report and answered questions from the Commission.

Commissioner Luttrupp stated the applicant's narrative describes an existing residence on the property created 50 years ago, and is requesting that lot to be exempt from our hillside regulations. He questioned if that can be done.

Deputy City Attorney Wilson explained that this is a Planned Unit Development (PUD) and those exemptions are allowed.

Commissioner Luttrupp questioned if staff could explain what the difference is between a private/public sewer.

Mr. Dobler explained that a private sewer is maintained by the Homeowner's Association (HOA) and public sewer by the city.

Commissioner Bowlby inquired about the creek that runs through the property and questioned if there are any special conditions added to help with the possibility of flooding.

Mr. Dobler stated that he has discussed various options with the applicant including the discussion of a bridge or culvert to be placed above the 100-year flood elevation.

Commissioner Bowlby inquired about the three proposed lots on Fernan Hill and questioned how access will be provided since Fernan Hill Road is in the county.

Mr. Dobler explained that a condition stated in the staff report gives permission for access on Fernan Hill Road from East Side Highway District prior to recording the final plat.

Commissioner Luttrupp commented the staff report states that the planning commission will set the maximum number of residents for minimal care use. He questioned if there is a criteria used to get that number.

Deputy City Attorney Wilson explained that the code does not provide criteria and suggested that public testimony be used as a tool to come up with a number.

Public testimony open.

Dick Stauffer, representative for the applicant, provided a Power Point showing the proposed area. He stated that this is a big piece of property with a lot of challenges for development. The proposed project will include two assisted living structures, seven duplex lots and retention of three existing single-family residences. The 18-lot subdivision would also include three single-family hillside lots on the upper portions of the parcel, which would face and have access to Fernan Hill Road. He stated that their goal is to maintain as many trees on the property that will provide a buffer to the homes above this development. The parking provided for the assisted living facility will be under the building. He commented that in the past, this property has seen various proposals with none approved. The property is a challenge because of the noise and topography including drainage issues associated with the creek that runs through the property. He commented that he lives in this area and feels that this project, if approved, will be a win/win for the city and the community. He presented a short video showing what this development will look like on the property.

Commissioner Ingalls inquired if the applicant could explain how sewer will be provided for this project.

Mr. Stauffer explained that an 8 -12" (depending on required fire flows) connecting existing 8" city lines at 20th and Pennsylvania Avenue all the way through to Sherman Avenue.

Commissioner Ingalls questioned how the applicant picked 70 for the number of beds for the assisted living facility.

Mr. Stauffer explained that they came up with that number based on the number of parking stalls for the building. He stated that number may change once the plans are finalized.

Commissioner Ingalls inquired if the applicant agrees with the conditions listed in the staff report.

Mr. Stauffer stated that the applicant agrees with all the conditions.

Norm Gissel stated that he lives on Fernan Hill Road and is opposed to the request. He explained that he is not against development of the property and feels that this is a better design for this piece of property that was presented in the past. He explained that the homes on Fernan Hill Road are unique and by approving multifamily projects, it will affect the property values in the area. He stated that in past years there have been many homes because of economic reasons being rented, and because of that some of these homes are now abandoned. He stated there are a number of challenges such as insignificant water flows and flooding issues associated with the creek.

Charleda Foss stated that she is one of the original homeowners who lives on Lilac lane and is in favor of this request. She stated that when the freeway and Lake Villa Apartments were constructed they did not have a choice about those projects, so she is not sympathetic to Mr. Gissel's concerns. She requested if this project is approved, a stop sign could be placed for the people who live in the Lake Villa apartments, so they will slow down.

Maralee Foss stated that she lives on Lilac Lane along with her sister and mother and that in the past she lost half of their property because of various projects. She explained when that happened a long time ago her mother went in her back yard and cried. She has no sympathy for the people on Fernan Hill.

Armando Hurtado stated he agrees with the previous testimony from Mr. Gissel regarding the challenges of this property and the additional traffic this project will generate if approved. The traffic on the intersection of Pennsylvania Ave and 23rd Street is bad.

Shelli Hurtado stated that she is not against any development on this property, but feels a subdivision would be a better fit for the community.

Commissioner Luttrupp stated that the applicant is requesting a Planned Unit Development (PUD) and if approved, the applicant has to build what is on the plat. He feels that a PUD means more stability than a regular subdivision.

Ms. Hurtado feels that there seems to be a lot of assisted living facilities within a five mile radius.

Dan Jacobson stated he is concerned with traffic and safety for the children. He stated in the winter he has had many cars miss the turn and land in his yard.

John Runge stated that he had a question for staff regarding the location of his driveway since his driveway is close to Lilac Lane.

Ben Glass stated that he did not get a notice and feels that process needs to change. He stated that he was at the last public hearing for this party a few years ago and more people attended. He feels that there is enough rental properties in the area and by approving this project it will add to that number.

Troy Murphy stated traffic is an issue and suggested staff look at using solar speed signs on Pennsylvania to help with traffic.

Linda Fillios stated that annexation makes sense. She stated that she is opposed to the houses on Fernan Hill because of the design of the driveways. In the winter you slide down the hill and are dangerous and by having the driveways at an angle, even more accidents and slide offs will happen.

Carmela Hameland stated traffic is a problem.

George Ciccone stated he would like the name of the business that will operate the assisted living facility. He explained that this facility could be filled with heavily medicated people and is concerned.

Mr. Dobler commented that it has been a long time since he has evaluated the traffic on Pennsylvania Avenue and after hearing testimony will have staff reevaluate that area. He stated that if this project is approved, Lilac Lane will be a public street.

Mr. Ingalls questioned if a PUD or an R-3 subdivision would be a better fit for the property.

Mr. Dobler stated by comparing the two, if this was approved as a subdivision, it would generate more traffic than what the applicant has proposed.

REBUTTAL:

Mr. Stauffer stated that a question regarding who owns the assisted living facility is premature and has nothing to do with this request. He stated that the facility will be a licensed facility offering food service. He stated that he could see where there might be times when an emergency happens, but from experience, that doesn't happen all the time.

Commissioner Bowlby stated that she is sympathetic to the neighborhood's concerns, but feels the assisted living units will be compatible with the neighborhood.

Mr. Stauffer stated that the people who live on Fernan Hill road won't see this development because of the vertical separation.

Public testimony closed.

DISCUSSION:

Commissioner Ingalls stated this is a difficult decision to make comparing if clustering would be better than a subdivision. He feels that when built, this facility will be a first class project, but the negative is the problem with traffic.

Commissioner Bowlby commented that she feels comfortable with this request since it is a PUD. She explained as a PUD, you know what is shown on the site plan is what will happen and if that changes, it will have to come back to the planning commission.

Commissioner Luttrupp concurred with Commissioner Bowlby.

Motion by Luttrupp, seconded by Ingalls, to approve Item's A-4-14, ZC-1-14, and direct staff to prepare the findings. Motion approved.

Commissioner Bowlby suggested three conditions be added to the findings.

1. The number of patients would be 70.
2. Place a stop sign at lilac Lane.
3. Traffic calming at the North and South ends of Lilac Lane.

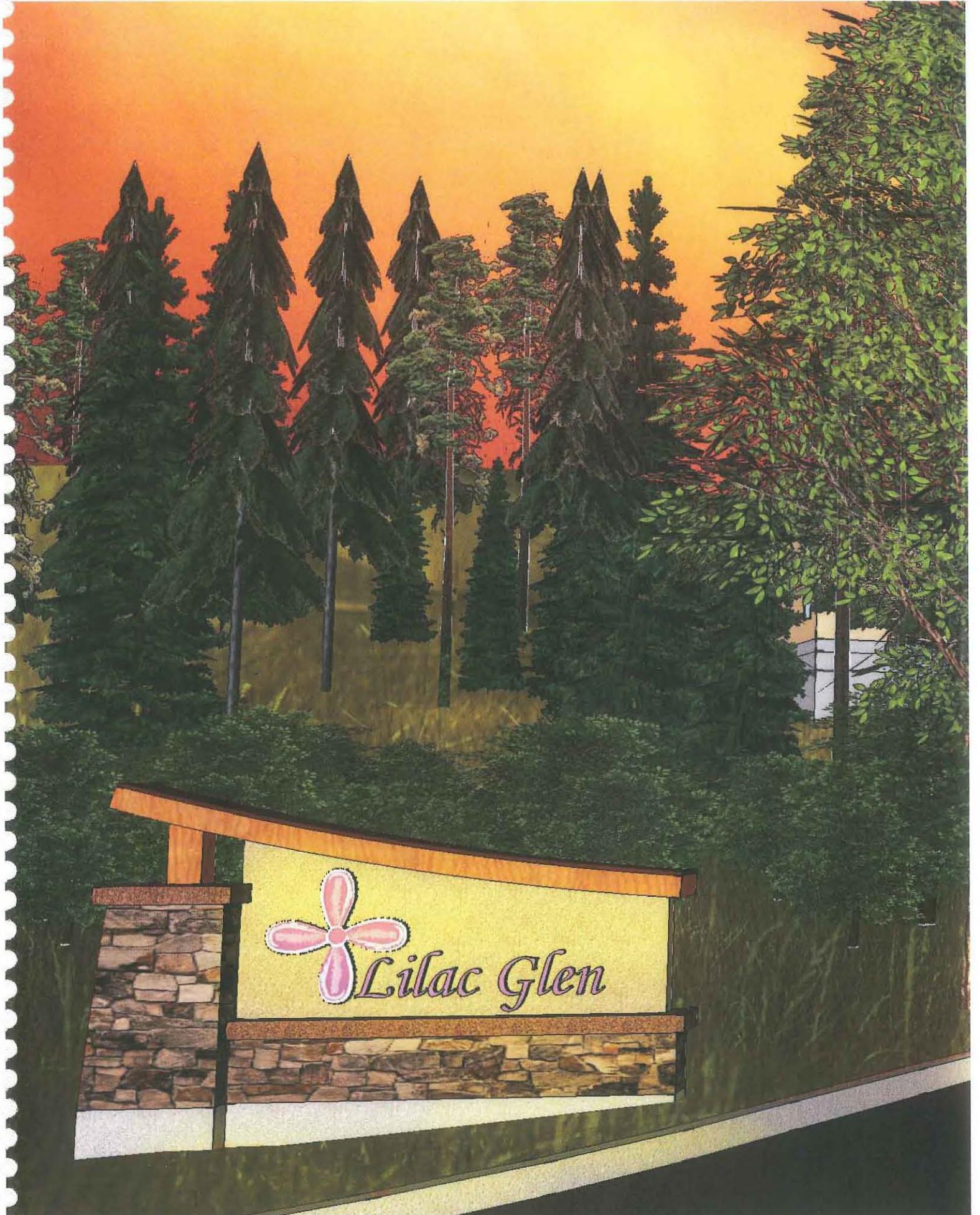
ROLL CALL:

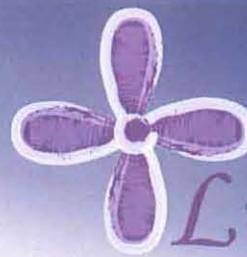
Commissioner Bowlby	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 4 to 0 vote



**APPLICANT'S
NARRATIVE**





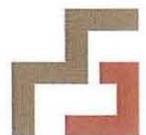
Lilac Glen

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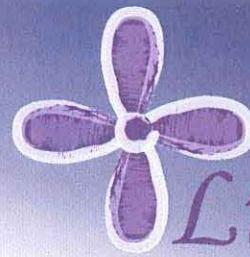
I	Interim Planning Director Letter
II	Mayor and City Council Letter
III	Contact Information
IV	Legal Descriptions
V	Vicinity Map
VI	Project Narrative
VII	Existing City Boundary
VII	Proposed Annexation
IX	Existing Zoning
X	Comprehensive Plan Zoning
XI	Proposed Zoning & Subdivision

EXHIBITS

- EX 1.0 - Existing Lot Lines & Property Boundary
- EX 1.1 - Proposed Lot Lines & Property Boundary
- EX 2.0 - Proposed Road Layout & Proposed Structure Locations
- EX 3.0 - Proposed Sewer & Water Design



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Lilac Glen

March 31, 2014

Warren Wilson
Interim Planning Director
City of Coeur d'Alene, Id 83814

Re. Lilac Glen
Annexation
Subdivision
Zone Change
P.U.D.

Warren,

Attached is our check and 10 copies of completed application submittal for a proposed multiple development actions regarding Lilac Glen. We have attempted to provide through application that will not only respond to all requirements, as well as, the often asked questions.

Please advise if additional information is required.

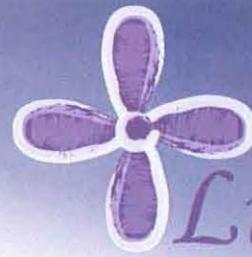
Professionally,

Richard M. Stauffer
Miller Stauffer Architects

CC: Larry Fluet



MILLERSTAUFFER
ARCHITECTS



Lilac Glen

Mayor & City Council
City Hall
710 Mullan Avenue
Coeur d'Alene, ID 83814

Re: Lilac Glen – request for annexation

Honorable Mayor & Council,

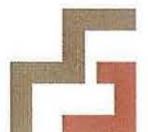
Larry Fluet Revocable Trust is proposing to develop a 13 acre parcel between I-90 and Lake Villa on the east side of the City. 2.1 acres of the 13 acre parcel is in the County, but is adjacent to the City limits on three of the four sides. The project proposes to develop two assisted living lots, 7 duplex lots and 6 single family lots with a new City Street and associated city utilities. The applicant wishes to annex the 2.1 acre parcel into the City to consolidate the project site and facilitate this development.

Your consideration of this is appreciated.

Professionally,

Richard Stauffer
Miller Stauffer Architects

CC: Larry Fluet



MILLERSTAUFFER
ARCHITECTS



Lilac Glen

Owner / Applicant

Larry Fluet

722 N. Frosty Pine Trail
Coeur d'Alene, Idaho 83814
Ph (208) 771-2221

Architect /

Owners Representative

Miller Stauffer Architects

601 E. Front Ave. Ste. 201
Coeur d'Alene, Idaho 83814
Ph (208) 664-1773
Fax (208) 667-3174
Website: www.millerstauffer.com
Email: dick@millerstauffer.com

Civil Engineer

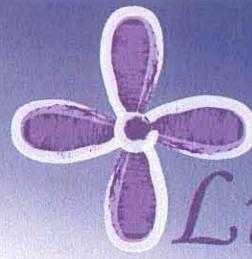
Ruen-Yeager & Associates, inc.

3201 N. Huetter Rd., Ste. #102
Coeur d'Alene, Idaho 83814
Ph (208) 292-0820
Fax (208) 667-3174
Website: www.ruenyeager.com
Email: dlr@ruenyeager.com



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Vicinity Map



Lilac Glen



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Lilac Glen

(Annexation, Subdivision, Zone Change, PUD and Special Use Permit)



Project Narrative

Location / Property Description

The subject property, Lilac Glen, is a 13 acre parcel on the eastern edge of the City limits near the Lake Villa apartment complex. It is bordered by Lake Villa on the West, and I-90 on the East, and fronts Pennsylvania Ave on the North. 84% of the parcel lies within the existing City limits, but an island of 2.1 acres still lies outside the City. It is largely undeveloped but does include 5 single family residences, 4 of which are in the County piece. The heavily treed parcel features elevation changes of approximately 120' and serves as the primary drainage corridor for the French Gulch Basin.

Access

Lilac Glenn has existing frontages on Pennsylvania Ave on the North, Fernan Hill Road on the East and county road Lilac Lane on the South, which connects to Sherman Ave. The proposed development would construct a City Street extending Lilac Lane bisecting the property, providing a connection, from Sherman Ave to Pennsylvania. The proposed 28' section would have an 10' walk/bike path on the west side and allow on street parking on the east side. The street will follow a "S" shaped path with gentle grades up to 6% providing a rural, local access feel.

Utilities

Existing utilities are limited to a 4" City water line that dead ends 300' into the southern portion of the site and limited Avista Services. The proposed development would include an 8-12" water loop (depending on required fire flows) connecting existing 8" city lines at 20th & Pennsylvania Ave all the way through to Sherman Ave, approximately 3,500 lineal feet of water main. This would enhance the existing city plant as well as serving the new development. Gravity City sewer would be extended to the center of the site where it would service the 2 assisted living structures. A private pressurized system maintained by the HOA would connect the remaining lots to the system. Varying grades (low spots) within the development necessitate the need for a pressurized system. Proposed utility configurations have had schematic level review by City staff.

Proposed Use

Over time, the City has developed around this parcel for a variety of reasons which include:

1. Proximity to the freeway. (noise)
2. Topography & soils challenges in extending sewer & water into the parcel
3. Access & development blocked by previous ownerships
4. French Gulch drainage (wetlands) requires significant developer planning & expenditure for vehicular & utility extensions.

The current owner / applicant is proposing to develop a low density, residential, project consisting of 2 assisted living structures, 7 duplex lots & retention of 3 existing single family residences. The 18 lot subdivision would also include 3 single family hillside lots on the upper portions of the parcel, which would face & have access to Fernan Hill Road. 3 additional lots totaling 3.3 acres are designated as forested open space. The assisted living structures would contain between 25 & 35 beds ea. & would house 80% of the required parking within the structures. Developed area (buildings streets, driveways & parking) would cover less than 4 acres (30%) of the 13 acres. The development is opened up & accessed by a new city street which would extend the existing Lilac Lane through the development, joining Pennsylvania @ 23rd Street, providing 2 distinct avenues of ingress & egress.



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Facilities Character

Lilac Glen is planned to reflect the rustic character of the Pacific Northwest. The facilities, both residential and commercial, will be detailed with timbers, wood look siding, stone and earth tone roofing. The narrow winding street, low density development and structured parking will promote a rural, pedestrian friendly neighborhood. The building pads are designed to preserve and protect the mature evergreen forest currently covering the site. The Homeowner's Association will insure that the forest is not only preserved, but maintained in a healthy state. Because of the raised Freeway corridor, the mature forest canopy and the overall vertical relief within the site, all development will be virtually invisible from outside the development.

Physical land alteration required by development:

As mentioned, the parcel is largely undeveloped. The site includes considerable elevation changes but the proposed building sites are generally flat (less than 15%). The site will be traversed by a single city street which will follow the natural contours of the site. The site is fully forested with a mixture of fir and pine. The development concept and CC&R's would leave the majority of the forest canopy (60%) where clearing is not necessary to accommodate the proposed roads and building pads. This would be protected by the CC&R's.

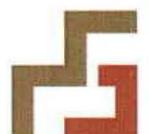
PUD Deviation from Standards:

1. Public Street – 50' ROW w/ 28' curbed section w/ 10' asphalt bike/walk path against west curb & parking east side only - see enclosed typical roadway section
2. Setbacks - Reduce front yard setback @ assisted living lots against cul de sac from 20' to 5' – this is essentially a private drop off area w/ structured parking well off the primary travel way.
3. Sanitary Sewer – Service to block 3 single family lots to be w/ private laterals gravity fed to public line in cul de sac.
4. Lots 2&3, Block 2- Allow roof form to extend up to 50'-0". The PUD proposed calls for 2 story structures over parking. A flat roofed structure will fit easily under the 45'-0" limit for R-17. Desirable architecture may require additional room. This increase would have negligible effect on views.
5. Lots 2&3, Block 2 - Allow exemption from (17.05.1050B) requiring landscape screening between the R-17 & R-3 if required. Most of the adjacent R-3 is designated open space per PUD application and the remaining adjacency is separated vertically (+/-50') by the hillside.
6. Lots 1,2,3, Block 3 - Allow street side (Fernan Hill Road) planning to align with adjacent Fernan Hill Terrace P.U.D. Standards for front yard setbacks and driveways. These standards accommodate reduced front yard setbacks & Modified driveway approaches to accommodate the hillside. Almost all lots within this P.U.D. are built within these standards.
7. Lot 5, Block 2 - Allow exemption from hillside ordinance. There is an existing residence on this lot that already has created a flat building pad, which has been in place for 50 years.

Property Owner's Association

The development concept requires a non intensive involvement by the property owners association. Tasks proposed to be undertaken by the association include:

1. Landscape maintenance
 - A. Forest maintenance
 - B. Decorative gateways
2. Private Sewer maintenance

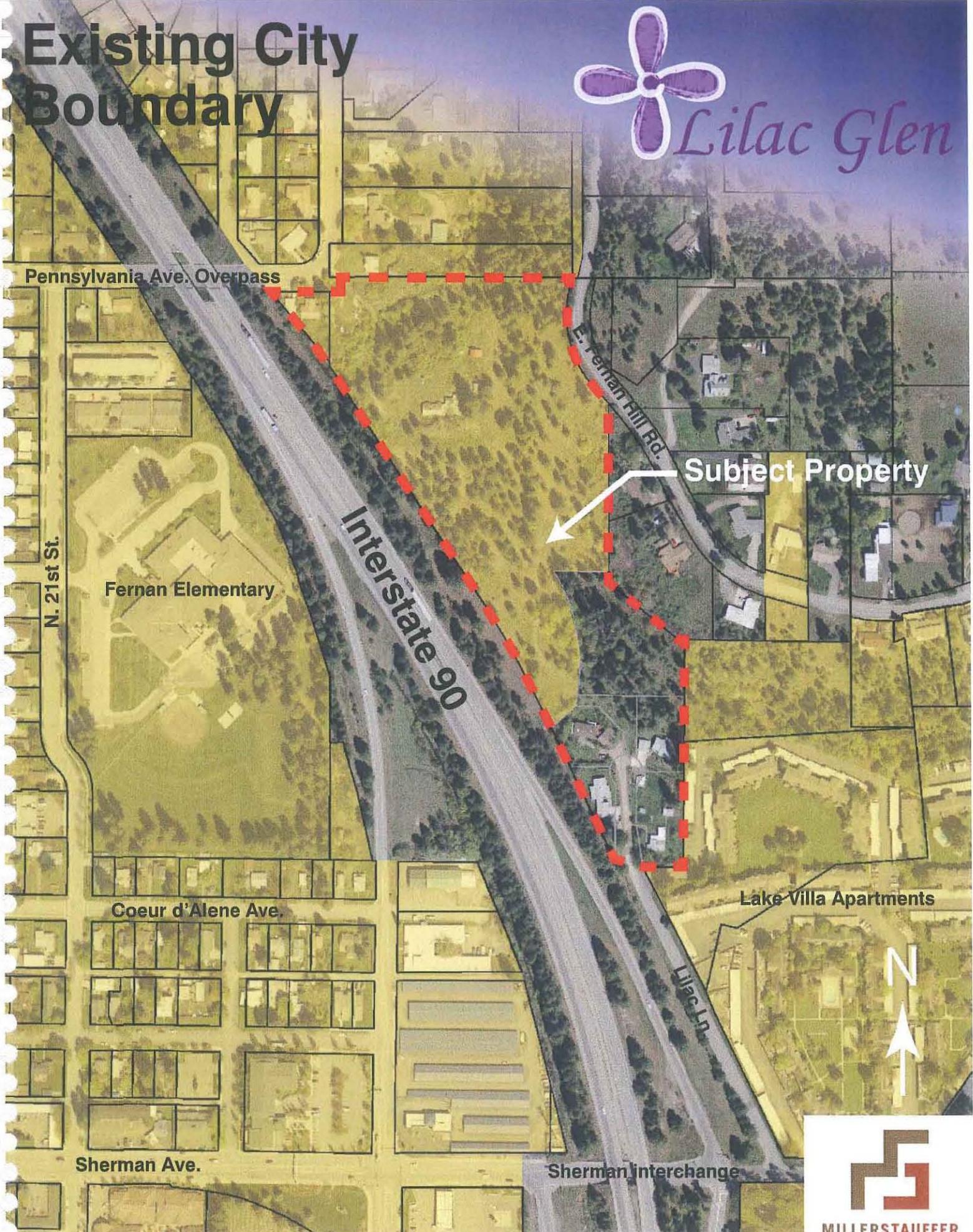


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Existing City Boundary



Lilac Glen



Pennsylvania Ave. Overpass

N. 21st St.

Fernan Elementary

Interstate 90

E. Fernan Hill Rd.

Subject Property

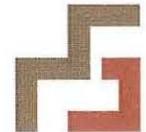
Coeur d'Alene Ave.

Lake Villa Apartments

Sherman Ave.

Sherman Interchange

Lilac Ln.



MILLERSTAUFFER
ARCHITECTS

Proposed Annexation



Lilac Glen



Subject Property



MILLERSTUFFER ARCHITECTS

Existing Zoning



Lilac Glen



MILLERSTAUFFER
ARCHITECTS

Comprehensive Plan Zoning



Lilac Glen



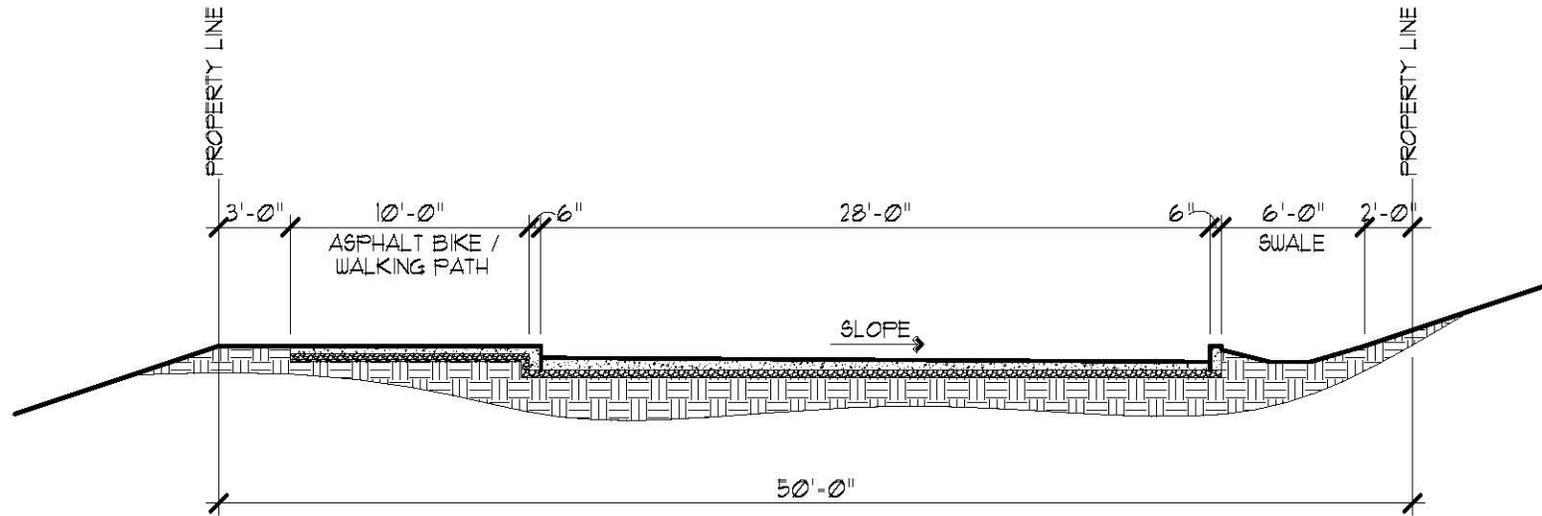
Proposed Zoning & Subdivision



Lilac Glen



MILLERSTAUFFER ARCHITECTS



1 TYPICAL STREET SECTION
 Scale: 1/8" = 1'-0"

LILAC GLENN

Address
 COEUR d'ALENE, ID

Date: 04-25-14

Addendum: XX-X

Project No. 1320

SHEET NO.

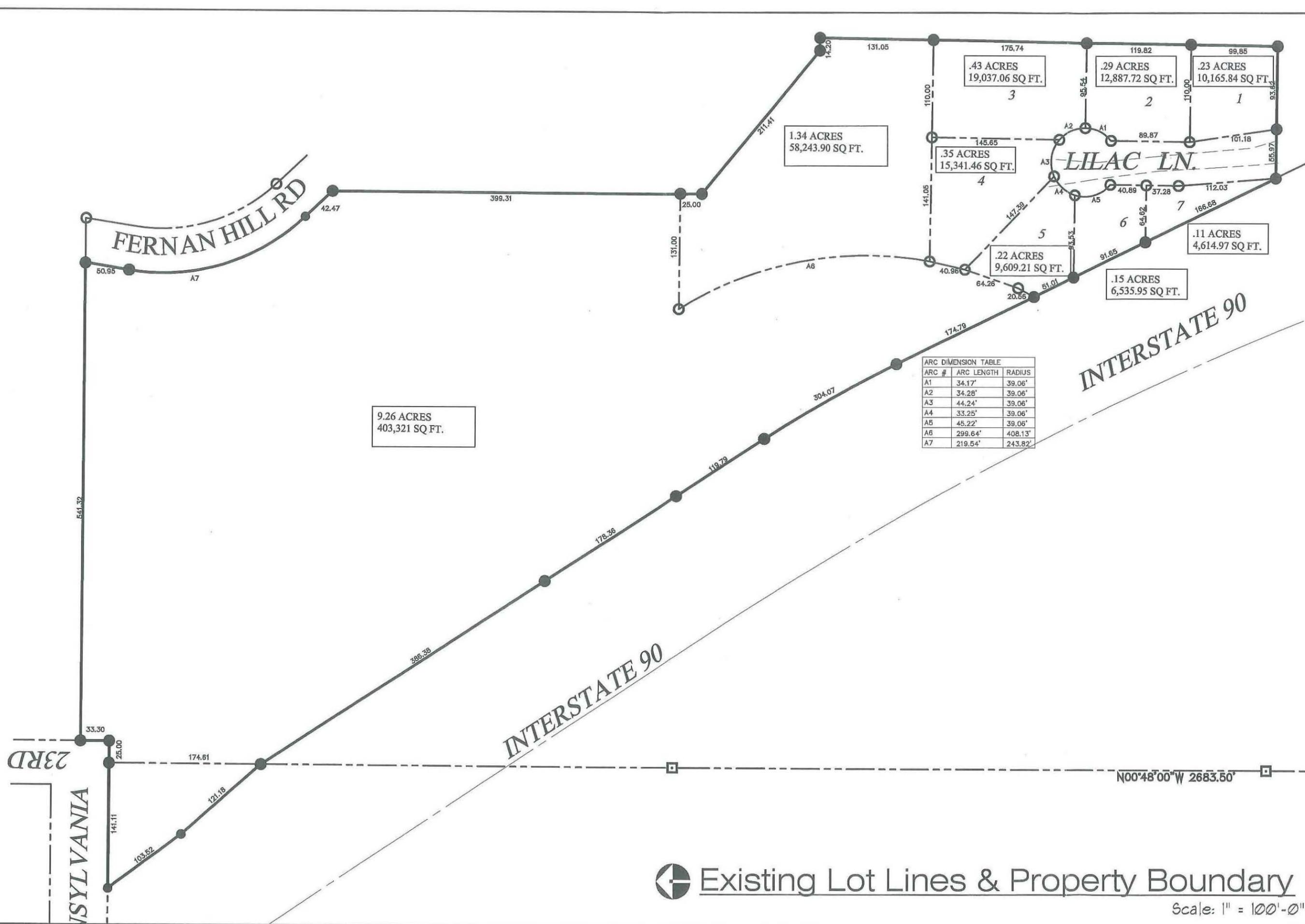
AA-1

reference sheet:
 XXXX

MILLERSTAUFFER
 ARCHITECTS

601 FRONT AVE. STE. 201
 COEUR D'ALENE, ID 83814
 PH 208+664-1773
 FAX 208+667-3174





ARC DIMENSION TABLE

ARC #	ARC LENGTH	RADIUS
A1	34.17'	39.06'
A2	34.28'	39.06'
A3	44.24'	39.06'
A4	33.25'	39.06'
A5	45.22'	39.06'
A6	299.64'	408.13'
A7	219.54'	243.82'

9.26 ACRES
403,321 SQ. FT.

1.34 ACRES
58,243.90 SQ. FT.

.43 ACRES
19,037.06 SQ. FT.

.29 ACRES
12,887.72 SQ. FT.

.23 ACRES
10,165.84 SQ. FT.

.35 ACRES
15,341.46 SQ. FT.

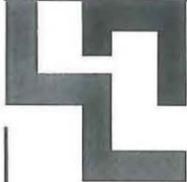
.22 ACRES
9,609.21 SQ. FT.

.15 ACRES
6,535.95 SQ. FT.

.11 ACRES
4,614.97 SQ. FT.

Existing Lot Lines & Property Boundary

Scale: 1" = 100'-0"



MILLERSTAUFFER
ARCHITECTS

Lilac Glen
Proposed PUD
Coeur d'Alene, Idaho

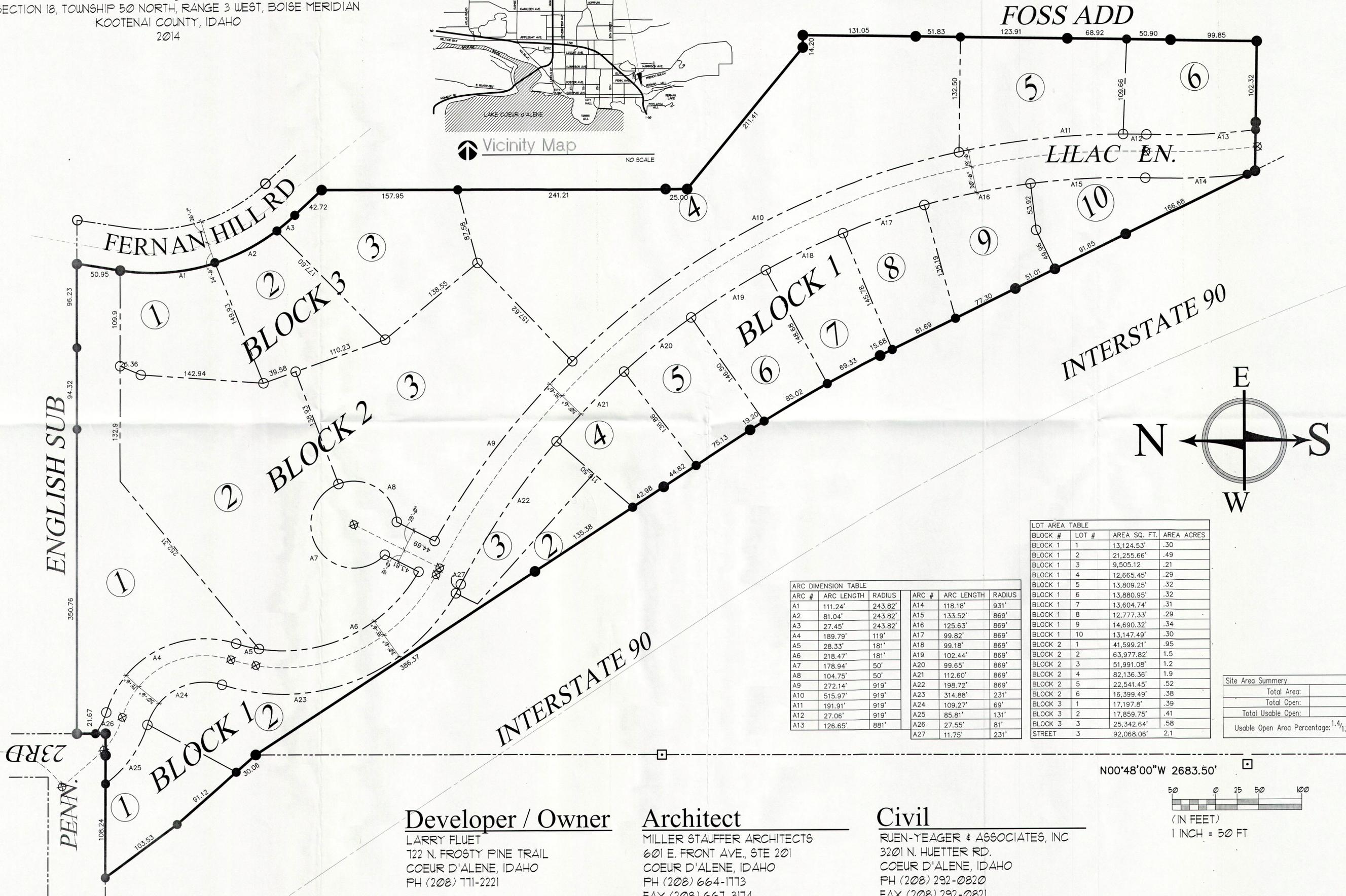
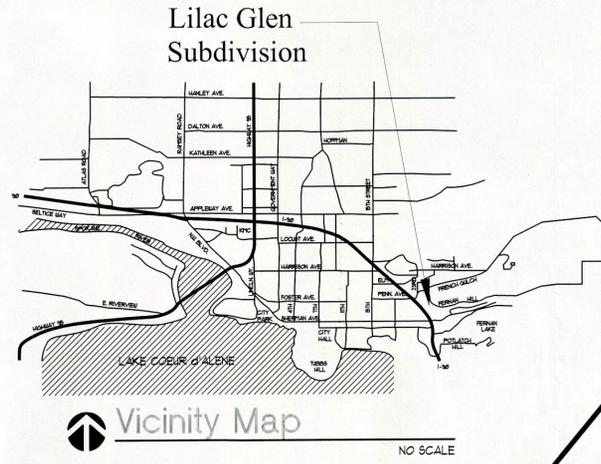
LICENSED
ARCHITECT
AP-1376
Richard M. Stauffer
STATE OF IDAHO

EX1.0

601 FRONT AVE. STE. 201 // COEUR DALENE, ID 83814 // PH 208+664-1773

Lilac Glen Subdivision

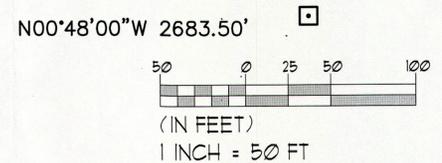
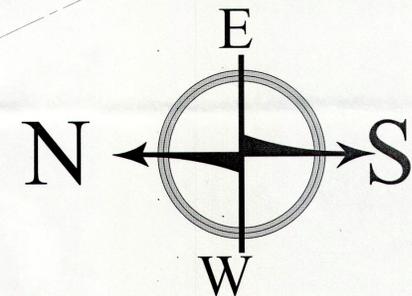
A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4
OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN
KOOTENAI COUNTY, IDAHO
2014



ARC #	ARC LENGTH	RADIUS	ARC #	ARC LENGTH	RADIUS
A1	111.24'	243.82'	A14	118.18'	931'
A2	81.04'	243.82'	A15	133.52'	869'
A3	27.45'	243.82'	A16	125.63'	869'
A4	189.79'	119'	A17	99.82'	869'
A5	28.33'	181'	A18	99.18'	869'
A6	218.47'	181'	A19	102.44'	869'
A7	178.94'	50'	A20	99.65'	869'
A8	104.75'	50'	A21	112.60'	869'
A9	272.14'	919'	A22	198.72'	869'
A10	515.97'	919'	A23	314.88'	231'
A11	191.91'	919'	A24	109.27'	69'
A12	27.06'	919'	A25	85.81'	131'
A13	126.65'	881'	A26	27.55'	81'
			A27	11.75'	231'

BLOCK #	LOT #	AREA SQ. FT.	AREA ACRES
BLOCK 1	1	13,124.53'	.30
BLOCK 1	2	21,255.66'	.49
BLOCK 1	3	9,505.12	.21
BLOCK 1	4	12,665.45'	.29
BLOCK 1	5	13,809.25'	.32
BLOCK 1	6	13,880.95'	.32
BLOCK 1	7	13,604.74'	.31
BLOCK 1	8	12,777.33'	.29
BLOCK 1	9	14,690.32'	.34
BLOCK 1	10	13,147.49'	.30
BLOCK 2	1	41,599.21'	.95
BLOCK 2	2	63,977.82'	1.5
BLOCK 2	3	51,991.08'	1.2
BLOCK 2	4	82,136.36'	1.9
BLOCK 2	5	22,541.45'	.52
BLOCK 2	6	16,399.49'	.38
BLOCK 3	1	17,197.8'	.39
BLOCK 3	2	17,859.75'	.41
BLOCK 3	3	25,342.64'	.58
STREET	3	92,068.06'	2.1

Site Area Summary	
Total Area:	13.1 AC.
Total Open:	3.4 AC.
Total Usable Open:	1.4 AC.
Usable Open Area Percentage:	1.4/13.1 = 10.6%



Developer / Owner
LARRY FLUET
122 N. FROSTY PINE TRAIL
COEUR D'ALENE, IDAHO
PH (208) 771-2221

Architect
MILLER STAUFFER ARCHITECTS
601 E. FRONT AVE. STE 201
COEUR D'ALENE, IDAHO
PH (208) 664-1113
FAX (208) 667-3174
EMAIL: DICK@MILLERSTAUFFER.COM

Civil
RUEN-YEAGER & ASSOCIATES, INC
3201 N. HUETTER RD.
COEUR D'ALENE, IDAHO
PH (208) 292-0820
FAX (208) 292-0821
EMAIL: RYACDA@RUENYEAGER.COM

MILLERSTAUFFER
ARCHITECTS

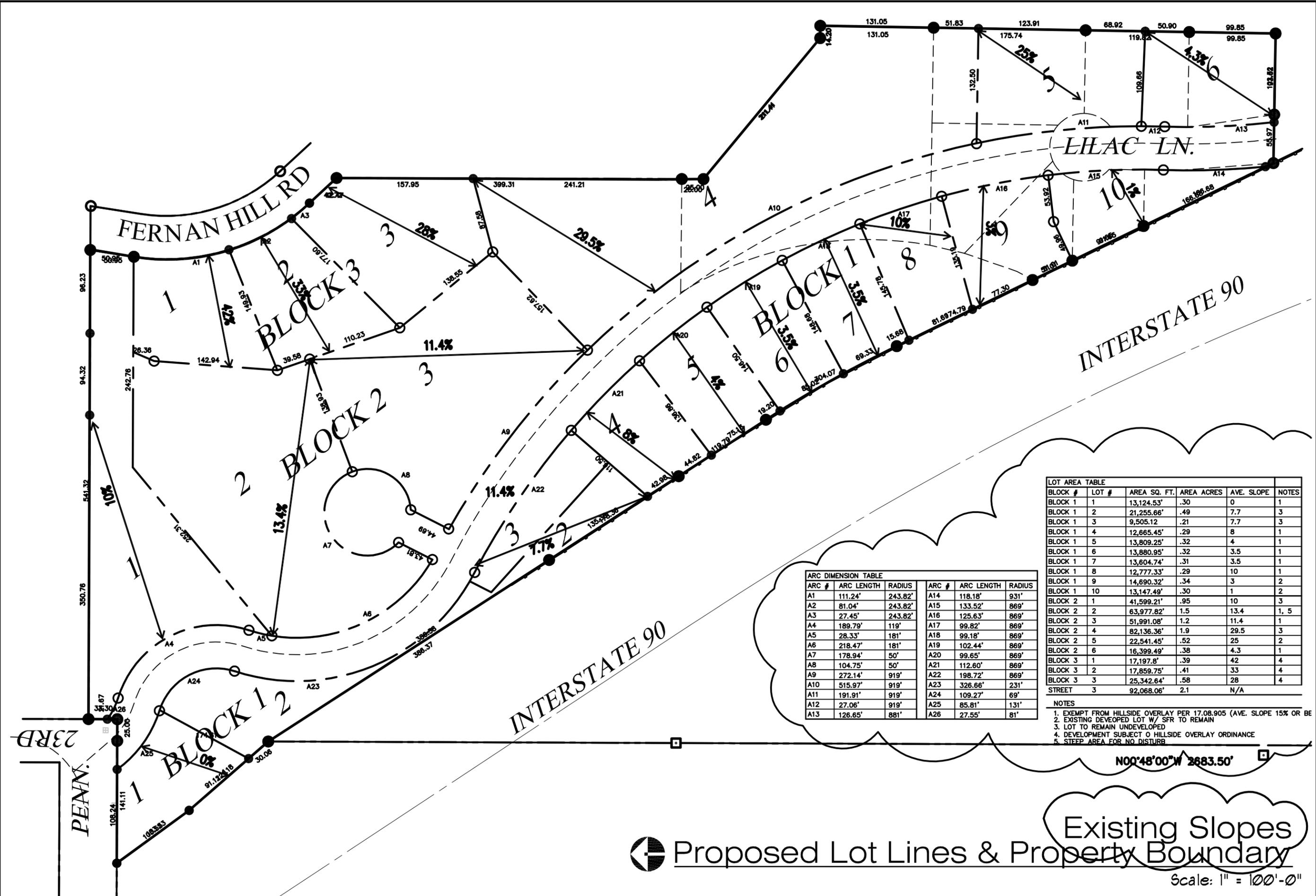
Property Lot Lines & Property Boundary
Date: 05.29.2014

Lilac Glen
Proposed PUD
Coeur d'Alene, Idaho

LICENCED ARCHITECT AR-1376
Richard M. Stauffer
STATE OF IDAHO

EX1.1R

601 FRONT AVE. STE. 201 // COEUR D'ALENE, ID 83814 // PH 208+664-1773



BLOCK #	LOT #	AREA SQ. FT.	AREA ACRES	AVE. SLOPE	NOTES
BLOCK 1	1	13,124.53'	.30	0	1
BLOCK 1	2	21,255.66'	.49	7.7	3
BLOCK 1	3	9,505.12	.21	7.7	3
BLOCK 1	4	12,665.45'	.29	8	1
BLOCK 1	5	13,809.25'	.32	4	1
BLOCK 1	6	13,880.95'	.32	3.5	1
BLOCK 1	7	13,604.74'	.31	3.5	1
BLOCK 1	8	12,777.33'	.29	10	1
BLOCK 1	9	14,690.32'	.34	3	2
BLOCK 1	10	13,147.49'	.30	1	2
BLOCK 2	1	41,599.21'	.95	10	3
BLOCK 2	2	63,977.82'	1.5	13.4	1, 5
BLOCK 2	3	51,991.08'	1.2	11.4	1
BLOCK 2	4	82,136.36'	1.9	29.5	3
BLOCK 2	5	22,541.45'	.52	25	2
BLOCK 2	6	16,399.49'	.38	4.3	1
BLOCK 3	1	17,197.8'	.39	42	4
BLOCK 3	2	17,859.75'	.41	33	4
BLOCK 3	3	25,342.64'	.58	28	4
STREET	3	92,068.06'	2.1	N/A	

ARC #	ARC LENGTH	RADIUS	ARC #	ARC LENGTH	RADIUS
A1	111.24'	243.82'	A14	118.18'	931'
A2	81.04'	243.82'	A15	133.52'	869'
A3	27.45'	243.82'	A16	125.63'	869'
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A10	515.97'	919'	A23	326.66'	231'
A11	191.91'	919'	A24	109.27'	69'
A12	27.06'	919'	A25	85.81'	131'
A13	126.65'	881'	A26	27.55'	81'

NOTES
 1. EXEMPT FROM HILLSIDE OVERLAY PER 17.08.905 (AVE. SLOPE 15% OR BE
 2. EXISTING DEVELOPED LOT W/ SFR TO REMAIN
 3. LOT TO REMAIN UNDEVELOPED
 4. DEVELOPMENT SUBJECT O HILLSIDE OVERLAY ORDINANCE
 5. STEEP AREA FOR NO DISTURB

Existing Slopes
 Proposed Lot Lines & Property Boundary
 Scale: 1" = 100'-0"

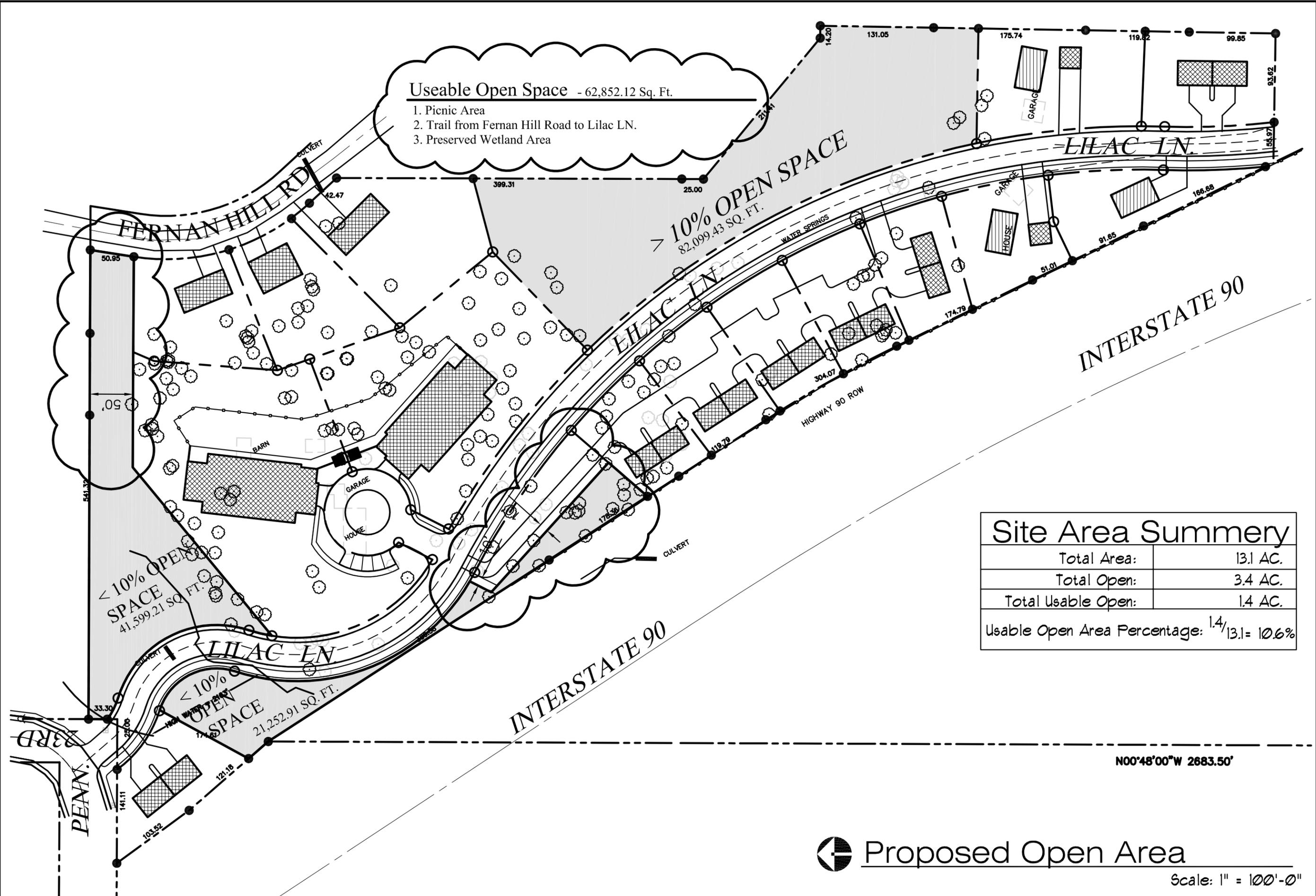
MILLERSTAUFFER
 ARCHITECTS

Lilac Glen
 Proposed PUD
 Coeur d'Alene, Idaho

Richard M. Stauffer
 STATE OF IDAHO

601 FRONT AVE. STE. 201 // COEUR D'ALENE, ID 83814 // PH 208+664-1773

EX1.1R



Site Area Summary

Total Area:	13.1 AC.
Total Open:	3.4 AC.
Total Usable Open:	1.4 AC.
Usable Open Area Percentage: $\frac{1.4}{13.1} = 10.6\%$	

◀ Proposed Open Area

Scale: 1" = 100'-0"

N00°48'00"W 2683.50'



MILLERSTAUFFER
ARCHITECTS

Lilac Glen
Proposed PUD
Coeur d'Alene, Idaho

LICENSED
ARCHITECT
APR-1376
Richard M. Stauffer
STATE OF IDAHO

EX2.0R

601 FRONT AVE. STE. 201 // COEUR D'ALENE, ID 83814 // PH 208+664-1773



MILLER STAUFFER
ARCHITECTS

601 FRONT AVE. STE. 201 // COEUR D'ALENE, ID 83814 // PH 208-664-1773

Proposed Annexation
4-1-14

Lilac Glen
proposed Annexation
Coeur d'Alene, Idaho

LICENCED
REGISTERED
ARCHITECT
A-4-1276
Richard M. Stauffer
STATE OF IDAHO

EX4.0

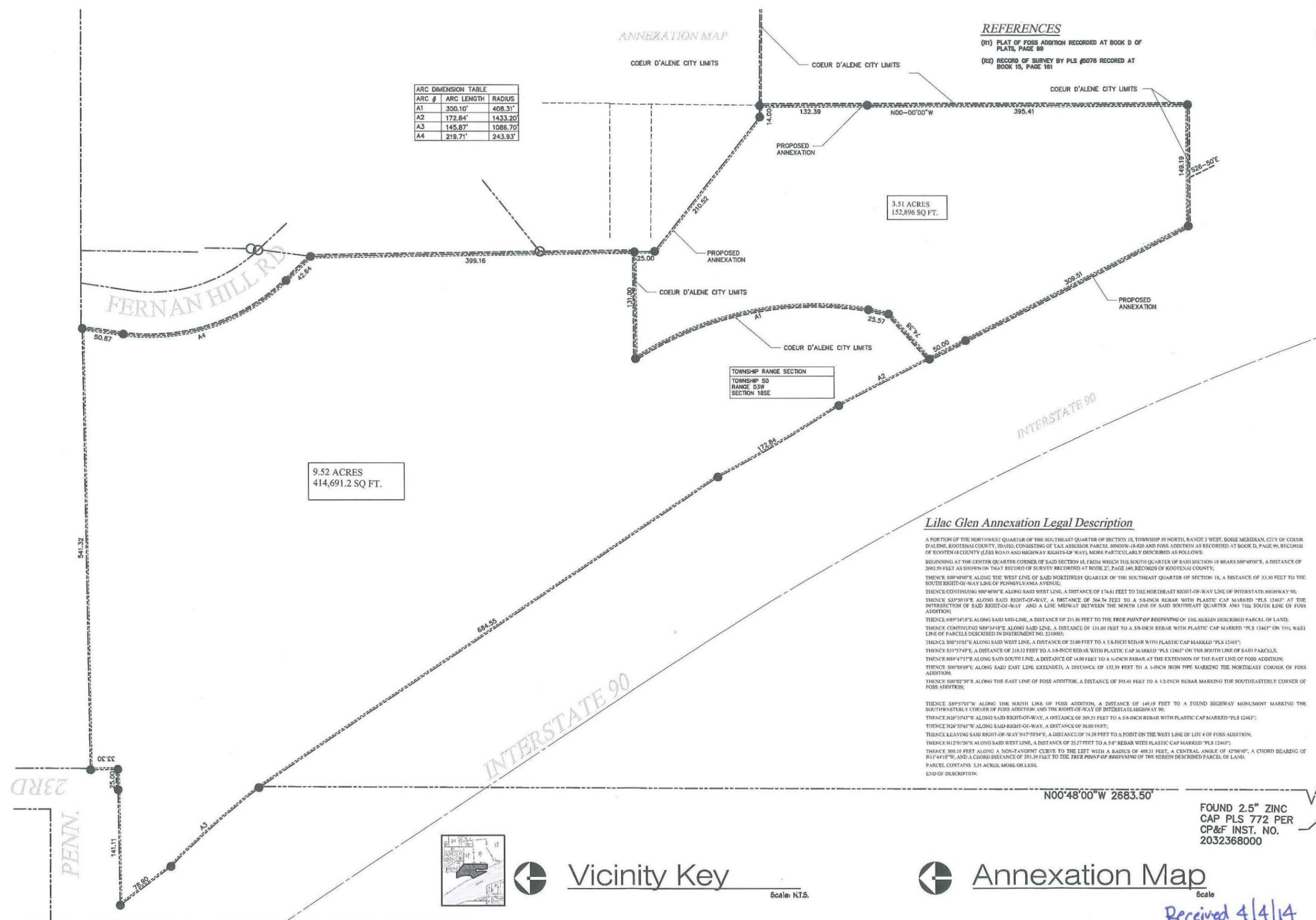
ANNEXATION MAP

REFERENCES

- (R1) PLAT OF FOSS ADDITION RECORDED AT BOOK D OF PLATS, PAGE 99
- (R2) RECORD OF SURVEY BY PLS #5078 RECORDED AT BOOK 15, PAGE 181

ARC #	ARC LENGTH	RADIUS
A1	300.10'	408.31'
A2	172.84'	1433.20'
A3	145.87'	1086.70'
A4	219.71'	243.93'

TOWNSHIP RANGE SECTION
TOWNSHIP 50
RANGE 03W
SECTION 18SE



Lilac Glen Annexation Legal Description

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CONSISTING OF TAX-ASSESSOR PARCEL 590D3W-18-420 AND FOSS ADDITION AS RECORDED AT BOOK D, PAGE 99, RECORDS OF KOOTENAI COUNTY (LESS ROAD AND HIGHWAY RIGHTS-OF-WAY), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 18, FROM WHICH THE SOUTH QUARTER OF SAID SECTION 18 BEARS S00°48'00"E, A DISTANCE OF 2083.50 FEET AS SHOWN ON THAT RECORD OF SURVEY RECORDED AT BOOK 27, PAGE 140, RECORDS OF KOOTENAI COUNTY;

THENCE S00°48'00"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, A DISTANCE OF 33.30 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE;

THENCE CONTINUING S00°48'00"E ALONG SAID WEST LINE, A DISTANCE OF 174.61 FEET TO THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 90;

THENCE S33°50'18"E ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 564.74 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP MARKED "PLS 12463" AT THE INTERSECTION OF SAID RIGHT-OF-WAY AND A LINE MIDWAY BETWEEN THE NORTH LINE OF SAID SOUTHWEST QUARTER AND THE SOUTH LINE OF FOSS ADDITION;

THENCE N89°53'13"E ALONG SAID MID-LINE, A DISTANCE OF 211.86 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUING N89°53'13"E ALONG SAID LINE, A DISTANCE OF 131.00 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP MARKED "PLS 12463" ON THE WEST LINE OF PARCELS DESCRIBED IN INSTRUMENT NO. 2319025;

THENCE S00°51'05"E ALONG SAID WEST LINE, A DISTANCE OF 25.00 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP MARKED "PLS 12463";

THENCE S31°57'49"E, A DISTANCE OF 210.52 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP MARKED "PLS 12463" ON THE SOUTH LINE OF SAID PARCELS;

THENCE N89°47'57"E ALONG SAID SOUTH LINE, A DISTANCE OF 14.00 FEET TO A 1/2-INCH REBAR AT THE EXTENSION OF THE EAST LINE OF FOSS ADDITION;

THENCE S00°08'09"E ALONG SAID EAST LINE EXTENDED, A DISTANCE OF 132.39 FEET TO A 1-INCH IRON PIPE MARKING THE NORTHEAST CORNER OF FOSS ADDITION;

THENCE S00°02'59"E ALONG THE EAST LINE OF FOSS ADDITION, A DISTANCE OF 395.41 FEET TO A 1/2-INCH REBAR MARKING THE SOUTHEAST CORNER OF FOSS ADDITION;

THENCE S89°57'01"W ALONG THE SOUTH LINE OF FOSS ADDITION, A DISTANCE OF 149.19 FEET TO A FOUND HIGHWAY MONUMENT MARKING THE SOUTHWEST CORNER OF FOSS ADDITION AND THE RIGHT-OF-WAY OF INTERSTATE HIGHWAY 90;

THENCE N26°53'43"W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 309.51 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP MARKED "PLS 12463";

THENCE N26°53'43"W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 50.00 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY N47°28'54"E, A DISTANCE OF 74.38 FEET TO A POINT ON THE WEST LINE OF LOT 4 OF FOSS ADDITION;

THENCE N12°01'26"E ALONG SAID WEST LINE, A DISTANCE OF 25.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 12463";

THENCE 300.10 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 408.31 FEET, A CENTRAL ANGLE OF 42°06'40", A CHORD BEARING OF N11°44'18"W, AND A CHORD DISTANCE OF 293.39 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

PARCEL CONTAINS 3.51 ACRES, MORE OR LESS.

END OF DESCRIPTION.

FOUND 2.5" ZINC
CAP PLS 772 PER
CP&F INST. NO.
2032368000



Vicinity Key

Scale: N.T.S.

Annexation Map

Scale

Received 4/4/14



MILLERSTAUFFER
ARCHITECTS

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

A. INTRODUCTION

This matter having come before the Planning Commission on June 10, 2014, and there being present a person requesting approval of ITEM A-4-14 , A request for zoning prior to annexation from County Agricultural - Suburban to an R-3 (Residential at 3 units/acre) and R-8 (Residential at 8 units/acre) zoning district.

APPLICANT: LARRY FLUET REVOCABLE TRUST

LOCATION: +/- 13.03 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE-90

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

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

- B1. That the existing land uses are residential- single-family and vacant land.
- B2. That the Comprehensive Plan Map designation is Cherry Hill-Stable Established & Fernan Hill Bench – Transition.
- B3. That the zoning is County Agricultural.
- B4. That the notice of public hearing was published on, April 26, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 53 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on April 25, 2014.
- B7. That public testimony was heard on June 10, 2014 including:

Sean Holm, City Planner.

Planner Holm presented the staff report. Mr. Holm indicated that this proposal contained multiple requests including a 3.51 acre request for zoning(R-3 and R-8) in conjunction with annexation, a 9.52

acre request for a zone change from R-3 to a mix of R-3, R-8 and R-17, a 13 acre PUD and a minimal care special use permit with the commission setting the maximum number of beds. Mr. Holm reviewed the Comprehensive Plan considerations for the property indicating that the property is within two planning areas; the Cherry Hill (stable established) and Fernan Hill Bench (transition) planning areas. He noted the Plan for both Cherry Hill and Fernan Hill Bench anticipates typically single family development with densities up to 3 units per acre where appropriate but also encourages cluster development to preserve open space and views and vistas. He noted that for the residential areas the density is approximately 2 units per acre and explained that for the minimal care facility the applicant is seeking approval for 70 beds. He also indicated that the property falls within the Hillside overlay zone, as such development of any lot with slopes exceeding 15% will need to comply with the overlay rules. He stated that there is a floodway across the northern portion of the property that must be managed as part of the development. He indicated that the land uses in the area is a mix of single family and multi-family. Concerning the PUD, he testified that the request is for a public street profile that includes a 50 right of way with a 28 foot paved travel lane and a 10 foot pedestrian/bike path on one side, reduced setbacks on the lots on Fernan Hill Road to mirror the existing homes in the area, reduced setbacks for the minimal care facilities, an increase in allowable height for the minimal care facilities from 45 to 50 feet, removal of the buffer yards because the slope of the property separates the uses, and a request to remove one lot from the hillside overlay because the property has already been developed with a home. He noted that the applicant was providing approximately 11% of the site as usable open space and an additional 1.9 acres of open space that is wooded and steeper, which will remain in a natural state.

Warren Wilson, Deputy City Attorney.

Mr. Wilson indicated that through a PUD the applicant can amend requirements in the hillside overlay. He indicated that the minimal care use is the same as what is thought of as assisted living facilities. Concerning the number of beds in the minimal care facility, he indicated that the number should be determined based on the impacts created by the use on the surrounding properties.

Gordon Dobler, City Engineer.

Mr. Dobler explained that a private sewer is maintained by an owner's association while public sewer is maintained by the City. He noted that there are several similar systems in the City and they have not been a problem for the City. Concerning the floodway, Mr. Dobler stated that the applicant would need to construct a bridge or culvert that will allow a 100 year flood to pass under the road. He testified that the lots on Fernan Hill Road will need to get approval of their access points from East Side Highway District. He testified that Lilac Lane will be a public road improved to public standards. Regarding traffic, Mr. Dobler testified that he would anticipate that a R-3 subdivision would likely generate nominally more traffic than the 72 trips per day anticipated from the proposed development and that the traffic generated by this development will not have an adverse impact on surrounding neighborhoods.

Dick Stauffer, Applicant's Representative.

Mr. Stauffer made a presentation showing how the development fits into the context of the area. He indicated that the proposed project is an infill project that will include 2 assisted living structures, 7 duplex lots, three single family residential lots on Fernan Hill Road and the retention of 3 existing single family residences. He stated that one of the goals of the development is to maintain as many trees on the property that will provide a buffer to the homes above this development and that close to 25% of the site is left as open space. Concerning the assisted living facilities, he testified that the parking would be provided under the buildings and the requested number of beds in the facilities is based on the number of parking stalls that they can fit in that space. He testified that the property presents challenges for developing a single family development including proximity to the freeway, topography, drainage, and access. He commented that he lives in this area and feels that this project, if approved, will be a win/win for the city and the community. Regarding the request for additional height, he testified that even with the additional height the buildings will be below the sight lines of the properties up the hill on Fernan Hill Road and it will allow them to add architectural details that make the buildings more interesting. Mr. Stauffer indicated that the applicant has reviewed all of the proposed conditions contained in the staff report and they agree with those conditions. Mr. Stauffer explained that an 8 -12" water main (depending on required fire flows) connecting existing 8" city lines at 20th and Pennsylvania Avenue all the way through to Sherman Avenue, which will help water pressure for existing residences.

Additionally, this proposal will create an additional road access point and extend sewer service to three existing residences.

Norm Gissel.

Mr. Gissel testified that he lives on Fernan Hill Road and is opposed to the request. He explained that he is not against development of the property and feels that this is a better design for this piece of property that was presented in the past however, he testified that the homes on Fernan Hill Road are single family and he believes that allowing multi-family homes will allow the encroachment of multi-family uses on Fernan Hill Road. Mr. Gissel also testified that the staff report says that there is insufficient water and wastewater to service the development. As such additional infrastructure will need to be constructed to serve the development. Finally, he testified that the creek across the property has a significant flow.

Charleda Foss.

Ms. Foss stated she is one of the original homeowners who live on Lilac Lane and is in favor of this request. She stated that when the freeway and Lake Villa Apartments were constructed they did not have a choice about those projects, so she is not sympathetic to Mr. Gissel's concerns.

Maralee Foss.

Ms. Foss stated that she has lived on Lilac Lane with her sister and mother since before the freeway was built. She testified that this project is a perfect fit for the area.

Armando Hurtado.

Mr. Hurtado testified that he agrees with the previous testimony from Mr. Gissel and is concerned with the additional traffic this project will generate if approved and the grade of Fernan Hill Road where the homes will be located. He indicated that the traffic on the intersection of Pennsylvania Ave and 23rd Street is bad.

Shelli Hurtado.

Ms. Hurtado testified that she is not against any development on this property, but feels a single family subdivision would be a better fit for the area. She testified that she feels that maybe 30 homes could be built. Ms. Hurtado also testified that there seems to be a lot of assisted living facilities within a 5 mile radius.

Dan Jacobson.

Mr. Jacobson testified that he is concerned with traffic and safety for the children. He stated in the winter he has had many cars miss the turn at Pennsylvania and 23rd. and land in his yard and has concerns about how the development will be served by sewer.

John Runge.

Mr. Runge questioned whether his driveway would be relocated since it is close to Lilac Lane and is concerned with the accidents happening near his home.

Ben Glass.

Mr. Glass testified that what happens to this property is a concern for this area and he is concerned with traffic and having new rental properties in the area. He testified that he would like a nice single family development.

Troy Murphy.

Mr. Murphy testified that traffic is an issue on both Pennsylvania and Boyd and he believes that building rental properties will lower property values.

Linda Fillos.

Ms. Fillos testified that the annexation makes sense but she believes there is traffic concerns and is opposed to the houses on Fernan Hill because of the design of the driveways and the potential for slides. She testified that she is not opposed to the assisted living use because the property is not a good fit for single family development.

Carmela Hameland.

Ms. Hameland testified that traffic is a problem in this area as are accidents, which may make it difficult for emergency services to get to the assisted living facilities.

George Ciccone.

Mr. Ciccone testified that he is neutral on the proposal but wants to know who will own the assisted facilities and whether they will be licensed and what types of clients they will be serving.

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

The property sits partially in the Cherry Hill and Fernan Hill Bench land use areas. Both land use areas anticipate up to 3 units per acre where site access is gained without significant disturbance, the terrain is relatively flat, natural landforms permit and where development will not impact views and vistas. In this instance the density of the residential units is approximately 2 units per acre with a civic use (assisted living facility) that City code does not measure by density. We find Mr. Stauffer's presentation persuasive that in this location the density proposed by this development is appropriate. We reach this conclusion because the views from the freeway and from Fernan Bench Road are not impacted. Additionally, access to the site can be obtained by construction of a bridge/culvert, which will not create significant site disturbance and will allow for a public through street that will help diffuse traffic. Further, Mr. Stauffer's presentation demonstrated that the building pads are relatively flat and that the site layout works around the natural landforms and preserves the steep areas of the site as open space. We also find persuasive Gordon Dobler's testimony that this development will not generate any more traffic than a R-3 residential subdivision in this area. So, even if the assisted living facility were included in density, the impacts are essentially the same.

Finally, both land use areas encourage clustering of development in order to preserve open space and views and vistas. Here the development is clustered in areas that are relatively flat and are on the lower areas of the property, which allowed for the development to allow for approximately 25% of the site to be preserved as open space and also largely preserves the views and vistas from both Fernan Bench Road and the freeway as demonstrated in Mr. Stauffer's presentation. Given the above, we find that this proposal conforms with the Comprehensive Plan.

B9. That public facilities and utilities **are** available and adequate for the proposed use.

We find that, based on the staff report and the testimony from Gordon Dobler, that the public facilities and utilities will be available and adequate for the proposed use. The staff report does indicate that the developer will need to extend public water and that a private wastewater collection system will collect wastewater prior to discharging into the public sewer and we are adopting these requirements as a condition of approval for the project contained in the PUD findings). While there was some testimony suggesting that this was not adequate, that testimony appears to have been based on a misreading of the staff report. Further Gordon Dobler testified that having a private collection system of this nature is not unique in the City. Finally, the staff report and Gordon Dobler's testimony indicated that any traffic from this development will be adequately handled by the existing street network. As such, we find that this approval criteria is satisfied.

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

The property involved in this application has a stream as well as a significant change in elevation from bottom to top. However, as noted above, the applicant has designed the site to mitigate these concerns by clustering development in areas where the topography is relatively flat and by bridging the stream. Given that, we find that the physical characteristics of the site are suitable for this request based on the staff report and the testimony from Mr. Stauffer and Gordon Dobler.

B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **or** existing land uses because

As noted above, the staff report and the testimony of Gordon Dobler demonstrate that the surrounding neighborhood will not be adversely affected by traffic. With regard to neighborhood character and land uses, the staff report demonstrates that the area is a mix of single and multi-family residential. As such, the proposed uses are consistent with the surrounding area. Further, the topography of the site will largely mitigate impacts on surrounding areas as the site is essentially isolated by the freeway and the hillside from surrounding areas. As such, we find this approval criteria satisfied.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of **LARRY FLUET REVOCABLE TRUST** for zoning prior to annexation, as described in the application is approved.

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

ROLL CALL:

Commissioner Bowlby	Voted Aye
Commissioner Ingalls	Voted Aye
Commissioner Luttropp	Voted Aye
Commissioner Ward	Voted Aye

Commissioner Messina was absent..

Motion to approve_carried by a 4 to 0 vote.



CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on, September 2, 2014, and there being present a person requesting approval of ITEM A-4-14, a request for zoning in conjunction with annexation from County Agricultural-Suburban to City R-3 and R-8.

APPLICANT: LARRY FLUET REVOCABLE TRUST

LOCATION: +/- 13.03 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE-90

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

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are residential- single-family and vacant land.
- B2. That the Comprehensive Plan Map designation is Cherry Hill-Stable Established & Fernan Hill Bench – Transition.
- B3. That the zoning is County Agricultural Suburban.
- B4. That the notice of public hearing was published on, August 16, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 50 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on August 15, 2014.
- B7. That public testimony was heard on September 2, 2014.

B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use.
This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available to the property?

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

Criteria to consider for B10:

1. Topography.
2. Streams.
3. Wetlands.
4. Rock outcroppings, etc.
5. vegetative cover.

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

Criteria to consider for B11:

1. Traffic congestion.
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed?
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **LARRY FLUET REVOCABLE TRUST** for zoning in conjunction with annexation, as described in the application should be **(approved) (denied) (denied without prejudice)**.

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

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

ROLL CALL:

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Evans	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	Voted _____
Council Member Miller	Voted _____

Mayor Widmyer Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR STEVE WIDMYER

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

A. INTRODUCTION

This matter having come before the Planning Commission on, June 10, 2014, and there being present a person requesting approval of ZC-1-14 , a request for a zone change from R-3 Hillside (Residential at 3 units/acre) to a mix of R-3, R-8, and R-17 (Residential at 3, 8, & 12 units/acre) zoning districts

APPLICANT: LARRY FLUET REVOCABLE TRUST

LOCATION: +/- 13.03 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE-90

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

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

- B1. That the existing land uses are residential- single-family and vacant land.
- B2. That the Comprehensive Plan Map designation is Cherry Hill-Stable Established & Fernan Hill Bench – Transition.
- B3. That the zoning is R-3 Hillside (Residential at 3 units/acre).
- B4. That the notice of public hearing was published on April 26, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, May 26, 2014, which fulfills the proper legal requirement.
- B6. That 53 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on April 25, 2014.
- B7. That public testimony was heard on June 10, 2014 including:

Sean Holm, City Planner.

Planner Holm presented the staff report. Mr. Holm indicated that this proposal contained multiple requests including a 3.51 acre request for zoning(R-3 and R-8) in conjunction with annexation, a 9.52 acre request for a zone change from R-3 to a mix of R-3, R-8 and R-17, a 13 acre PUD and a minimal care special use permit with the commission setting the maximum number of beds. Mr. Holm reviewed the Comprehensive Plan considerations for the property indicating that the property is within two planning areas; the Cherry Hill (stable established) and Fernan Hill Bench (transition) planning areas. He noted the Plan for both Cherry Hill and Fernan Hill Bench anticipates typically single family development with densities up to 3 units per acre where appropriate but also encourages cluster development to preserve open space and views and vistas. He noted that for the residential areas the density is approximately 2 units per acre and explained that for the minimal care facility the applicant is seeking approval for 70 beds. He also indicated that the property falls within the Hillside overlay zone, as such development of any lot with slopes exceeding 15% will need to comply with the overlay rules. He stated that there is a floodway across the northern portion of the property that must be managed as part of the development. He indicated that the land uses in the area is a mix of single family and multi-family. Concerning the PUD, he testified that the request is for a public street profile that includes a 50 right of way with a 28 foot paved travel lane and a 10 foot pedestrian/bike path on one side, reduced setbacks on the lots on Fernan Hill Road to mirror the existing homes in the area, reduced setbacks for the minimal care facilities, an increase in allowable height for the minimal care facilities from 45 to 50 feet, removal of the buffer yards because the slope of the property separates the uses, and a request to remove one lot from the hillside overlay because the property has already been developed with a home. He noted that the applicant was providing approximately 11% of the site as usable open space and an additional 1.9 acres of open space that is wooded and steeper, which will remain in a natural state.

Warren Wilson, Deputy City Attorney.

Mr. Wilson indicated that through a PUD the applicant can amend requirements in the hillside overlay. He indicated that the minimal care use is the same as what is thought of as assisted living facilities. Concerning the number of beds in the minimal care facility, he indicated that the number should be determined based on the impacts created by the use on the surrounding properties.

Gordon Dobler, City Engineer.

Mr. Dobler explained that a private sewer is maintained by an owner's association while public sewer is maintained by the City. He noted that there are several similar systems in the City and they have not been a problem for the City. Concerning the floodway, Mr. Dobler stated that the applicant would need to construct a bridge or culvert that will allow a 100 year flood to pass under the road. He testified that the lots on Fernan Hill Road will need to get approval of their access points from East Side Highway District. He testified that Lilac Lane will be a public road improved to public standards. Regarding traffic, Mr. Dobler testified that he would anticipate that a R-3 subdivision would likely generate nominally more traffic than the 72 trips per day anticipated from the proposed development and that the traffic generated by this development will not have an adverse impact on surrounding neighborhoods.

Dick Stauffer, Applicant's Representative.

Mr. Stauffer made a presentation showing how the development fits into the context of the area. He indicated that the proposed project is an infill project that will include 2 assisted living structures, 7 duplex lots, three single family residential lots on Fernan Hill Road and the retention of 3 existing single family residences. He stated that one of the goals of the development is to maintain as many trees on the property that will provide a buffer to the homes above this development and that close to 25% of the site is left as open space. Concerning the assisted living facilities, he testified that the parking would be provided under the buildings and the requested number of beds in the facilities is based on the number of parking stall that they can fit in that space. He testified that the property presents challenges for developing a single family development including proximity to the freeway, topography, drainage, and access. He commented that he lives in this area and feels that this project, if approved, will be a win/win for the city and the community. Regarding the request for

additional height, he testified that even with the additional height the buildings will be below the sight lines of the properties up the hill on Fernan Hill Road and it will allow them to add architectural details that make the buildings more interesting. Mr. Stauffer indicated that the applicant has reviewed all of the proposed conditions contained in the staff report and they agree with those conditions. Mr. Stauffer explained that an 8 -12" water main (depending on required fire flows) connecting existing 8" city lines at 20th and Pennsylvania Avenue all the way through to Sherman Avenue, which will help water pressure for existing residences. Additionally, this proposal will create an additional road access point and extend sewer service to three existing residences.

Norm Gissel.

Mr. Gissel testified that he lives on Fernan Hill Road and is opposed to the request. He explained that he is not against development of the property and feels that this is a better design for this piece of property that was presented in the past however, he testified that the homes on Fernan Hill Road are single family and he believes that allowing multi-family homes will allow the encroachment of multi-family uses on Fernan Hill Road. Mr. Gissel also testified that the staff report says that there is insufficient water and wastewater to service the development. As such additional infrastructure will need to be constructed to serve the development. Finally, he testified that the creek across the property has a significant flow.

Charleda Foss.

Ms. Foss stated the she is one of the original homeowners who live on Lilac lane and is in favor of this request. She stated that when the freeway and Lake Villa Apartments were constructed they did not have a choice about those projects, so she is not sympathetic to Mr. Gissel's concerns.

Maralee Foss.

Ms. Foss stated that she has lived on Lilac Lane with her sister and mother since before the freeway was built. She testified that this project is a perfect fit for the area.

Armando Hurtado.

Mr. Hurtado testified that he agrees with the previous testimony from Mr. Gissel and is concerned with the additional traffic this project will generate if approved and the grade of Fernan Hill Road where the homes will be located. He indicated that the traffic on the intersection of Pennsylvania Ave and 23rd Street is bad.

Shelli Hurtado.

Ms. Hurtado testified that she is not against any development on this property, but feels a single family subdivision would be a better fit for the area. She testified that she feels that maybe 30 homes could be built. Ms. Hurtado also testified that there seems to be a lot of assisted living facilities within a 5 mile radius.

Dan Jacobson.

Mr. Jacobson testified that he is concerned with traffic and safety for the children. He stated in the winter he has had many cars miss the turn at Pennsylvania and 23rd. and land in his yard and has concerns about how the development will be served by sewer.

John Runge.

Mr. Runge questioned whether his driveway would be relocated since it is close to Lilac Lane and is concerned with the accidents happening near his home.

Ben Glass.

Mr. Glass testified that what happens to this property is a concern for this area and he is concerned with traffic and having new rental properties in the area. He testified that he would like a nice single family development.

Troy Murphy.

Mr. Murphy testified that traffic is an issue on both Pennsylvania and Boyd and he believes that building rental properties will lower property values.

Linda Fillos.

Ms. Fillos testified that the annexation makes sense but she believes there is traffic concerns and is opposed to the houses on Fernan Hill because of the design of the driveways and the potential for slides. She testified that she is not opposed to the assisted living use because the property is not a good fit for single family development.

Carmela Hameland.

Ms. Hameland testified that traffic is a problem in this area as are accidents, which may make it difficult for emergency services to get to the assisted living facilities.

George Ciccone.

Mr. Ciccone testified that he is neutral on the proposal but wants to know who will own the assisted facilities and whether they will be licensed and what types of clients they will be serving.

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

The property sits partially in the Cherry Hill and Fernan Hill Bench land use areas. Both land use areas anticipate up to 3 units per acre where site access is gained without significant disturbance, the terrain is relatively flat, natural landforms permit and where development will not impact views and vistas. In this instance the density of the residential units is approximately 2 units per acre with a civic use (assisted living facility) that City code does not measure by density. We find Mr. Stauffer's presentation persuasive that in this location the density proposed by this development is appropriate. We reach this conclusion because the views from the freeway and from Fernan Bench Road are not impacted. Additionally, access to the site can be obtained by construction of a bridge/culvert, which will not create significant site disturbance and will allow for a public through street that will help diffuse traffic. Further, Mr. Stauffer's presentation demonstrated that the building pads are relatively flat and that the site layout works around the natural landforms and preserves the steep areas of the site as open space. We also find persuasive Gordon Dobler's testimony that this development will not generate any more traffic than a R-3 residential subdivision in this area. So, even if the assisted living facility were included in density, the impacts are essentially the same.

Finally, both land use areas encourage clustering of development in order to preserve open space and views and vistas. Here the development is clustered in areas that are relatively flat and are on the lower areas of the property, which allowed for the development to allow for approximately 25% of the site to be preserved as open space and also largely preserves the views and vistas from both Fernan Bench Road and the freeway as demonstrated in Mr. Stauffer's presentation. Given the above, we find that this proposal conforms with the Comprehensive Plan.

B9. That public facilities and utilities **are** available and adequate for the proposed use.

We find that, based on the staff report and the testimony from Gordon Dobler, that the public facilities and utilities will be available and adequate for the proposed use. The staff report does indicate that the developer will need to extend public water and that a private wastewater collection system will collect wastewater prior to discharging into the public sewer and we are adopting these requirements as a condition of approval for the project (contained in the PUD and Subdivision findings). While there was some testimony suggesting that this was not adequate, that testimony appears to have been based on a misreading of the staff report. Further Gordon Dobler testified that having a private collection system of this nature is not unique in the City. Finally, the staff report and Gordon Dobler's testimony indicated that any traffic from this development will be adequately

handled by the existing street network. As such, we find that this approval criteria is satisfied.

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

The property involved in this application has a stream as well as a significant change in elevation from bottom to top. However, as noted above, the applicant has designed the site to mitigate these concerns by clustering development in areas where the topography is relatively flat and by bridging the stream. Given that, we find that the physical characteristics of the site are suitable for this request based on the staff report and the testimony from Mr. Stauffer and Gordon Dobler.

B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **or** existing land uses because

As noted above, the staff report and the testimony of Gordon Dobler demonstrate that the surrounding neighborhood will not be adversely affected by traffic. With regard to neighborhood character and land uses, the staff report demonstrates that the area is a mix of single and multi-family residential. As such, the proposed uses are consistent with the surrounding area. Further, the topography of the site will largely mitigate impacts on surrounding areas as the site is essentially isolated by the freeway and the hillside from surrounding areas. As such, we find this approval criteria satisfied.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of **LARRY FLUET REVOCABLE TRUST** for a zone change, as described in the application is **approved**. Special conditions applied are as follows:

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

ROLL CALL:

Commissioner Bowlby	Voted Aye
Commissioner Ingalls	Voted Aye
Commissioner Luttropp	Voted Aye
Commissioner Ward	Voted Aye

Commissioner Messina was absent..

Motion to approve_carried by a 4 to 0 vote.


CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on September 2, 2014, and there being present a person requesting approval of ITEM: ZC-1-14 , A request for a zone change from R-3 Hillside (Residential at 3 units/acre) to a mix of R-3, R-8, and R-17 (Residential at 3, 8, & 12 units/acre) zoning districts

APPLICANT: LARRY FLUET REVOCABLE TRUST

LOCATION: +/- 13.03 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE-90

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

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are residential- single-family and vacant land.
- B2. That the Comprehensive Plan Map designation is Cherry Hill-Stable Established & Fernan Hill Bench – Transition.
- B3. That the zoning is R-3 Hillside (Residential at 3 units/acre).
- B4. That the notice of public hearing was published on ,August 16, 2014 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 18, 2014, which fulfills the proper legal requirement.
- B6. That 50 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on August 15, 2014.
- B7. That public testimony was heard on September 2, 2014.

B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

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

Criteria to consider for B10:

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

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

Criteria to consider for B11:

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **LARRY FLUET** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

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

ROLL CALL:

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Evans	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	Voted _____
Council Member Miller	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR STEVE WIDMYER

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

A. INTRODUCTION

This matter having come before the City Council on September 2, 2014, and there being present a person requesting approval of ITEM: ZC-1-14 , A request for a zone change from R-3 Hillside (Residential at 3 units/acre) to a mix of R-3, R-8, and R-17 (Residential at 3, 8, & 17 units/acre) zoning districts

APPLICANT: LARRY FLUET REVOCABLE TRUST

LOCATION: +/- 13.03 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE-90

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

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are residential- single-family and vacant land.
- B2. That the Comprehensive Plan Map designation is Cherry Hill-Stable Established & Fernan Hill Bench – Transition.
- B3. That the zoning is R-3 Hillside (Residential at 3 units/acre).
- B4. That the notice of public hearing was published on ,August 16, 2014 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 18, 2014, which fulfills the proper legal requirement.
- B6. That 50 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on August 15, 2014.
- B7. That public testimony was heard on September 2, 2014.

Sean Holm, City Planner.

Planner Holm presented the staff report. Mr. Holm indicated that this proposal contained multiple requests including a 3.51 acre request for zoning(R-3 and R-8) in conjunction with annexation, a 9.52 acre request for a zone change from R-3 to a mix of R-3, R-8 and R-17, a 13 acre PUD and a minimal care special use permit with the commission setting the maximum number of beds. Mr. Holm reviewed the Comprehensive Plan considerations for the property indicating that the property is within two planning areas; the Cherry Hill (stable established) and Fernan Hill Bench (transition) planning areas. He noted the Plan for both Cherry Hill and Fernan Hill Bench anticipates typically single family development with densities up to 3 units per acre where appropriate but also encourages cluster development to preserve open space and views and vistas. He noted that for the residential areas the density is approximately 2 units per acre and explained that for the minimal care facility the applicant is seeking approval for 70 beds. He also indicated that the property falls within the Hillside overlay zone, as such development of any lot with slopes exceeding 15% will need to comply with the overlay rules. He stated that there is a floodway across the northern portion of

the property that must be managed as part of the development. He indicated that the land uses in the area is a mix of single family and multi-family. Concerning the PUD, he testified that the request is for a public street profile that includes a 50 right of way with a 28 foot paved travel lane and a 10 foot pedestrian/bike path on one side, reduced setbacks on the lots on Fernan Hill Road to mirror the existing homes in the area, reduced setbacks for the minimal care facilities, an increase in allowable height for the minimal care facilities from 45 to 50 feet, removal of the buffer yards because the slope of the property separates the uses, and a request to remove one lot from the hillside overlay because the property has already been developed with a home. He noted that the applicant was providing approximately 11% of the site as usable open space and an additional 1.9 acres of open space that is wooded and steeper, which will remain in a natural state.

Warren Wilson, Deputy City Attorney.

Mr. Wilson indicated that through a PUD the applicant can amend requirements in the hillside overlay. He indicated that the minimal care use is the same as what is thought of as assisted living facilities. Concerning the number of beds in the minimal care facility, he indicated that the number should be determined based on the impacts created by the use on the surrounding properties.

Gordon Dobler, City Engineer.

Mr. Dobler explained that a private sewer is maintained by an owner's association while public sewer is maintained by the City. He noted that there are several similar systems in the City and they have not been a problem for the City. Concerning the floodway, Mr. Dobler stated that the applicant would need to construct a bridge or culvert that will allow a 100 year flood to pass under the road. He testified that the lots on Fernan Hill Road will need to get approval of their access points from East Side Highway District. He testified that Lilac Lane will be a public road improved to public standards. Regarding traffic, Mr. Dobler testified that he would anticipate that a R-3 subdivision would likely generate nominally more traffic than the 72 trips per day anticipated from the proposed development and that the traffic generated by this development will not have an adverse impact on surrounding neighborhoods.

Dick Stauffer, Applicant's Representative.

Mr. Stauffer made a presentation showing how the development fits into the context of the area. He indicated that the proposed project is an infill project that will include 2 assisted living structures, 7 duplex lots, three single family residential lots on Fernan Hill Road and the retention of 3 existing single family residences. He stated that one of the goals of the development is to maintain as many trees on the property that will provide a buffer to the homes above this development and that close to 25% of the site is left as open space. Concerning the assisted living facilities, he testified that the parking would be provided under the buildings and the requested number of beds in the facilities is based on the number of parking stalls that they can fit in that space. He testified that the property presents challenges for developing a single family development including proximity to the freeway, topography, drainage, and access. He commented that he lives in this area and feels that this project, if approved, will be a win/win for the city and the community. Regarding the request for additional height, he testified that even with the additional height the buildings will be below the sight lines of the properties up the hill on Fernan Hill Road and it will allow them to add architectural details that make the buildings more interesting. Mr. Stauffer indicated that the applicant has reviewed all of the proposed conditions contained in the staff report and they agree with those conditions. Mr. Stauffer explained that an 8 -12" water main (depending on required fire flows) connecting existing 8" city lines at 20th and Pennsylvania Avenue all the way through to Sherman Avenue, which will help water pressure for existing residences. Additionally, this proposal will create an additional road access point and extend sewer service to three existing residences.

Norm Gissel.

Mr. Gissel testified that he lives on Fernan Hill Road and is opposed to the request. He explained that he is not against development of the property and feels that this is a better design for this piece of property that was presented in the past however, he testified that the homes on Fernan Hill Road are single family and he believes that allowing multi-family homes will allow the encroachment of

multi-family uses on Fernan Hill Road. Mr. Gissel also testified that the staff report says that there is insufficient water and wastewater to service the development. As such additional infrastructure will need to be constructed to serve the development. Finally, he testified that the creek across the property has a significant flow.

Charleda Foss.

Ms. Foss stated she is one of the original homeowners who live on Lilac Lane and is in favor of this request. She stated that when the freeway and Lake Villa Apartments were constructed they did not have a choice about those projects, so she is not sympathetic to Mr. Gissel's concerns.

Maralee Foss.

Ms. Foss stated that she has lived on Lilac Lane with her sister and mother since before the freeway was built. She testified that this project is a perfect fit for the area.

Armando Hurtado.

Mr. Hurtado testified that he agrees with the previous testimony from Mr. Gissel and is concerned with the additional traffic this project will generate if approved and the grade of Fernan Hill Road where the homes will be located. He indicated that the traffic on the intersection of Pennsylvania Ave and 23rd Street is bad.

Shelli Hurtado.

Ms. Hurtado testified that she is not against any development on this property, but feels a single family subdivision would be a better fit for the area. She testified that she feels that maybe 30 homes could be built. Ms. Hurtado also testified that there seems to be a lot of assisted living facilities within a 5 mile radius.

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Mr. Runge questioned whether his driveway would be relocated since it is close to Lilac Lane and is concerned with the accidents happening near his home.

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Mr. Glass testified that what happens to this property is a concern for this area and he is concerned with traffic and having new rental properties in the area. He testified that he would like a nice single family development.

Troy Murphy.

Mr. Murphy testified that traffic is an issue on both Pennsylvania and Boyd and he believes that building rental properties will lower property values.

Linda Fillos.

Ms. Fillos testified that the annexation makes sense but she believes there is traffic concerns and is opposed to the houses on Fernan Hill because of the design of the driveways and the potential for slides. She testified that she is not opposed to the assisted living use because the property is not a good fit for single family development.

Carmela Hameland.

Ms. Hameland testified that traffic is a problem in this area as are accidents, which may make it difficult for emergency services to get to the assisted living facilities.

George Ciccone.

Mr. Ciccone testified that he is neutral on the proposal but wants to know who will own the assisted facilities and whether they will be licensed and what types of clients they will be serving.

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

The property sits partially in the Cherry Hill and Fernan Hill Bench land use areas. Both land use areas anticipate up to 3 units per acre where site access is gained without significant disturbance, the terrain is relatively flat, natural landforms permit and where development will not impact views and vistas. In this instance the density of the residential units is approximately 2 units per acre with a civic use (assisted living facility) that City code does not measure by density. We find Mr. Stauffer's presentation persuasive that in this location the density proposed by this development is appropriate. We reach this conclusion because the views from the freeway and from Fernan Bench Road are not impacted. Additionally, access to the site can be obtained by construction of a bridge/culvert, which will not create significant site disturbance and will allow for a public through street that will help diffuse traffic. Further, Mr. Stauffer's presentation demonstrated that the building pads are relatively flat and that the site layout works around the natural landforms and preserves the steep areas of the site as open space. We also find persuasive Gordon Dobler's testimony that this development will not generate any more traffic than a R-3 residential subdivision in this area. So, even if the assisted living facility were included in density, the impacts are essentially the same.

Finally, both land use areas encourage clustering of development in order to preserve open space and views and vistas. Here the development is clustered in areas that are relatively flat and are on the lower areas of the property, which allowed for the development to allow for approximately 25% of the site to be preserved as open space and also largely preserves the views and vistas from both Fernan Bench Road and the freeway as demonstrated in Mr. Stauffer's presentation. Given the above, we find that this proposal conforms with the Comprehensive Plan.

B9. That public facilities and utilities **are** available and adequate for the proposed use.

We find that, based on the staff report and the testimony from Gordon Dobler, that the public facilities and utilities will be available and adequate for the proposed use. The staff report does indicate that the developer will need to extend public water and that a private wastewater collection system will collect wastewater prior to discharging into the public sewer and we are adopting these requirements as a condition of approval for the project (contained in the PUD and Subdivision findings). While there was some testimony suggesting that this was not adequate, that testimony appears to have been based on a misreading of the staff report. Further Gordon Dobler testified that having a private collection system of this nature is not unique in the City. Finally, the staff report and Gordon Dobler's testimony indicated that any traffic from this development will be adequately handled by the existing street network. As such, we find that this approval criteria is satisfied.

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

The property involved in this application has a stream as well as a significant change in elevation from bottom to top. However, as noted above, the applicant has designed the site to mitigate these concerns by clustering development in areas where the topography is relatively flat and by bridging the stream. Given that, we find that the physical

characteristics of the site are suitable for this request based on the staff report and the testimony from Mr. Stauffer and Gordon Dobler.

- B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **or** existing land uses because

As noted above, the staff report and the testimony of Gordon Dobler demonstrate that the surrounding neighborhood will not be adversely affected by traffic. With regard to neighborhood character and land uses, the staff report demonstrates that the area is a mix of single and multi-family residential. As such, the proposed uses are consistent with the surrounding area. Further, the topography of the site will largely mitigate impacts on surrounding areas as the site is essentially isolated by the freeway and the hillside from surrounding areas. As such, we find this approval criteria satisfied.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **LARRY FLUET** for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

Motion by Miller, seconded by Adams, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Gookin	Voted No
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member Adams	Voted Yes
Council Member Miller	Voted Yes

Council Member(s) McEvers was absent.

Motion to approve carried by a 4 to 1 vote.

MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 15-1021

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 R-3 HILLSIDE (RESIDENTIAL AT 3 UNITS/ACRE) TO MIX OF R-3, R-8, AND R-17 (RESIDENTIAL AT 3, 8, & 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 9.52 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE I-90; 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 above described property, which property is fully described in Exhibit "1", attached hereto and incorporated herein is hereby changed and rezoned from R-3 Hillside (Residential at 3 units/acre) to mix of R-3, R-8, and R-17 (Residential at 3, 8, & 17 units/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 three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 6th, 2015.

APPROVED this 6th day of October 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-1-14

Lila Glen

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 R-3 HILLSIDE (RESIDENTIAL AT 3 UNITS/ACRE) TO MIX OF R-3, R-8, AND R-17 (RESIDENTIAL AT 3, 8, & 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 9.52 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE I-90; 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, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Zone Change – ZC-1-14 - Lila Glen, 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 6th day of October, 2015.

Warren J. Wilson, Chief Civil Deputy City Attorney

EXHIBIT "1"

LEGAL DESCRIPTION
PARCEL 1

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN CITY OF COEUR D'ALENE, KOOTENAI COUNTY IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 18 FROM WHICH THE SOUTH QUARTER OF SAID SECTION 18 BEARS S00°48'00"E, A DISTANCE OF 2683.50 FEET AS SHOWN ON THAT RECORD OF SURVEY RECORDED AT BOOK 27, PAGE 140 KOOTENAI COUNTY RECORDS;
THENCE S00°48'00"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 33.30 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL OF LAND;
THENCE S00°48'00"E CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 174.61 FEET TO THE INTERSECTION WITH THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE 90;
THENCE S33°50'18"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 684.55 FEET;
THENCE 173.59 FEET, CONTINUING ALONG SAID RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT WITH A RADIUS OF 1433.20 FEET, A CENTRAL ANGLE OF 6°56'23" AND A CHORD BEARING S30°22'06"E, A DISTANCE OF 173.48 FEET;
THENCE S26°55'43"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 124.80 FEET;
THENCE N47°58'54"E, A DISTANCE OF 74.38 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4, FOSS ADDITION;
THENCE N11°54'24"E ALONG SAID WEST LINE, A DISTANCE OF 25.57;
THENCE 300.08 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 408.31 FEET, A CENTRAL ANGLE OF 42°06'32" AND A CHORD BEARING N11°43'24"W, A DISTANCE OF 293.37 FEET;
THENCE N89°34'18"E, A DISTANCE OF 131.00 FEET;
THENCE N00°51'05"W ALONG THE WEST LINE OF PARCELS DESCRIBED IN INSTRUMENT NO.'S 2196119 AND 2310003, A DISTANCE OF 391.80 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FERNAN HILL ROAD;
THENCE N43°46'29"W ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 48.04 FEET;
THENCE 224.13 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT WITH A RADIUS OF 248.81 FEET, A CENTRAL ANGLE OF 51°36'46" AND A CHORD BEARING N17°58'04"W, A DISTANCE OF 216.63 FEET;
THENCE N07°50'21"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.19 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18;
THENCE S89°12'04"W ALONG SAID NORTH LINE, A DISTANCE OF 536.25 FEET TO THE WEST RIGHT-OF-WAY LINE OF 23RD STREET;
THENCE S00°48'00"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 33.30 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE;
THENCE S89°12'04"W ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET TO THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL OF LAND.

PARCEL CONTAINS 9.192 ACRES MORE OR LESS

END OF DESCRIPTION.

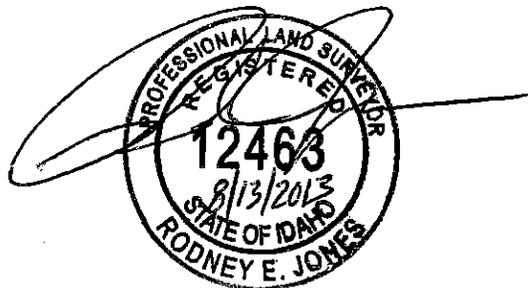


EXHIBIT "1"

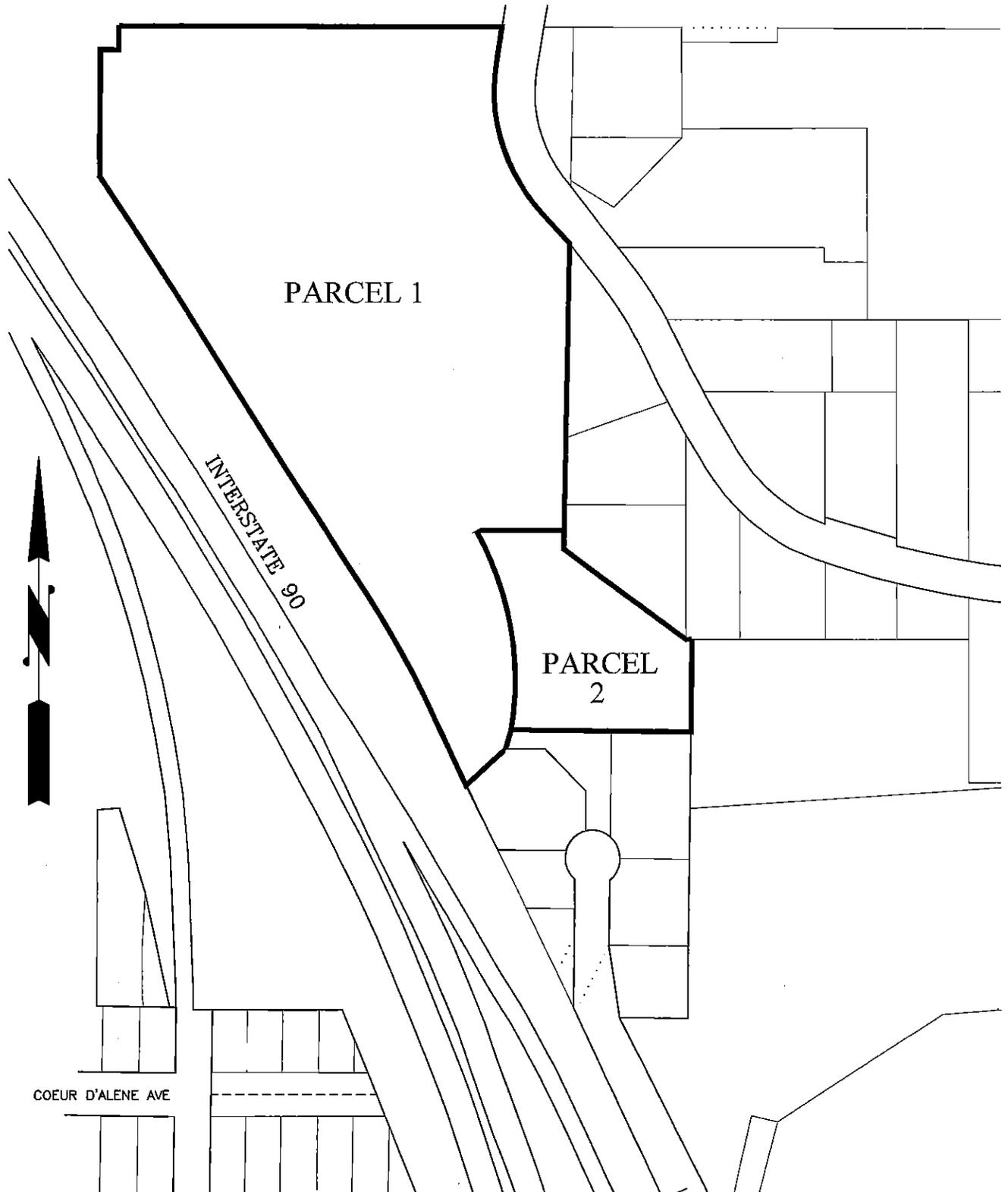
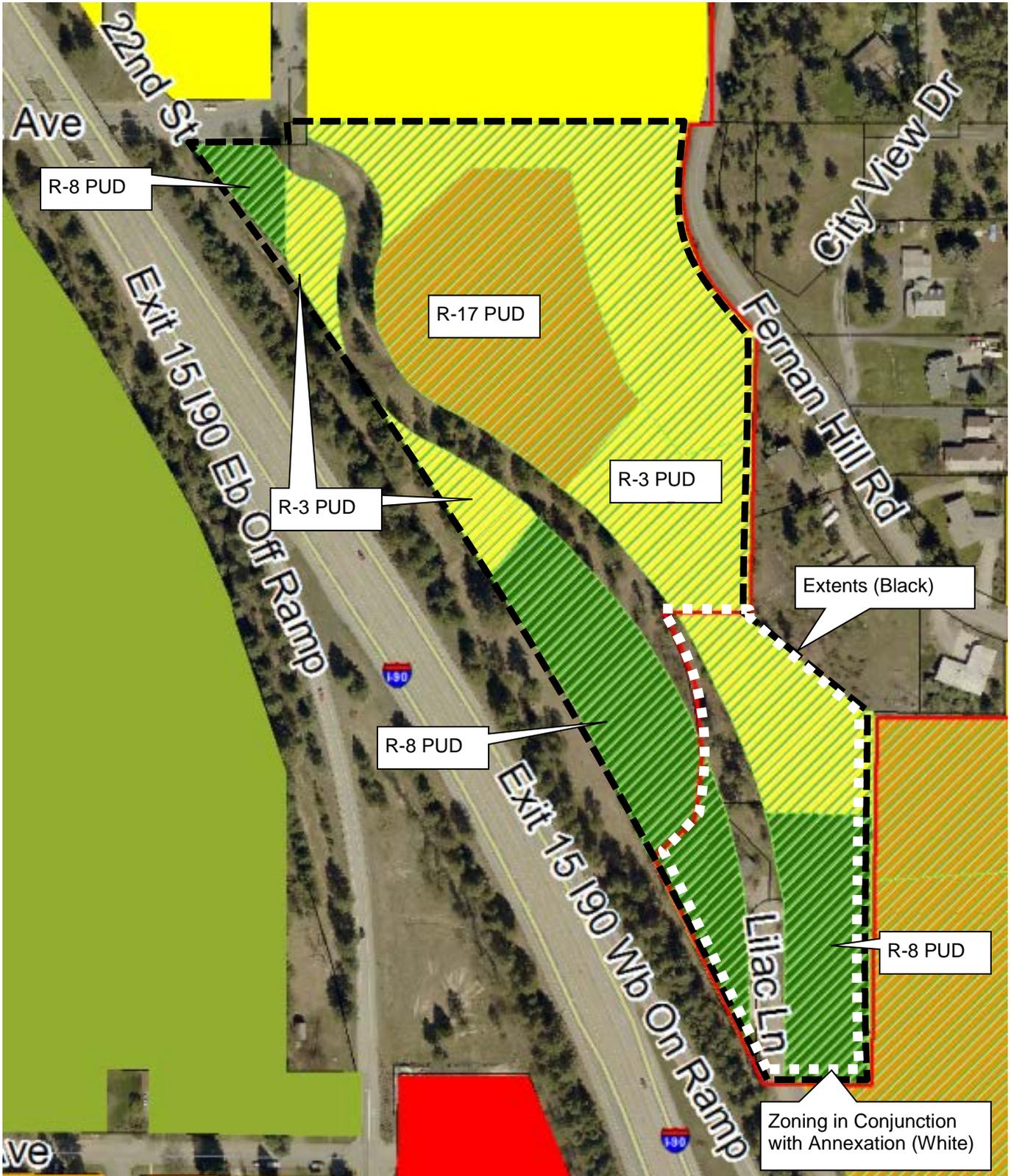


EXHIBIT "1"



**CITY COUNCIL
STAFF REPORT**

DATE: October 6, 2015

FROM: Warren J. Wilson, Deputy City Attorney

SUBJECT: Lilac Glenn Annexation Agreement

DECISION POINT:

Approve the annexation agreement with Larry Fluet Revocable Trust for the annexation of the area commonly known as Lilac Glen.

HISTORY:

On September 2, 2014 the City Council approved the annexation of the area known as Lilac Glen contingent on the negotiation of an annexation agreement. Completion of an annexation agreement was delayed by changes in the owner's engineering team. However, the agreement is now completed and ready for council review.

FINANCIAL ANALYSIS:

In the Annexation Agreement, the applicant agrees to pay the full \$4,500.00 annexation fee as required by the annexation fee policy (adopted pursuant to Resolution 98-112) as well as paying \$250 to reimburse staff time in drafting the agreement.

PERFORMANCE ANALYSIS:

The Annexation Agreement has been reviewed by the relevant City Departments and the issues important to each Department have been addressed in the agreement.

QUALITY OF LIFE ANALYSIS:

The proposed Annexation Agreement is drafted to provide for the immediate use and/or development of the property by establishing the standards that must be met by the development.

DECISION POINT/RECOMMENDATION:

Approve the annexation agreement with Larry Fluet Revocable Trust for the annexation of the area commonly known as Lilac Glen.

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

A. INTRODUCTION

This matter having come before the City Council on, September 2, 2014, and there being present a person requesting approval of ITEM A-4-14, a request for zoning in conjunction with annexation from County Agricultural-Suburban to City R-3 and R-8.

APPLICANT: LARRY FLUET REVOCABLE TRUST

LOCATION: +/- 13.03 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE-90

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

- B1. That the existing land uses are residential- single-family and vacant land.
- B2. That the Comprehensive Plan Map designation is Cherry Hill-Stable Established & Fernan Hill Bench – Transition.
- B3. That the zoning is County Agricultural Suburban.
- B4. That the notice of public hearing was published on, August 16, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 50 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on August 15, 2014.
- B7. That public testimony was heard on September 2, 2014.

Sean Holm, City Planner.

Planner Holm presented the staff report. Mr. Holm indicated that this proposal contained multiple requests including a 3.51 acre request for zoning(R-3 and R-8) in conjunction with annexation, a 9.52 acre request for a zone change from R-3 to a mix of R-3, R-8 and R-17, a 13 acre PUD and a minimal care special use permit with the commission setting the maximum number of beds. Mr. Holm reviewed the Comprehensive Plan considerations for the property indicating that the property is within two planning areas; the Cherry Hill (stable established) and Fernan Hill Bench (transition) planning areas. He noted the Plan for both Cherry Hill and Fernan Hill Bench anticipates typically single family development with densities up to 3 units per acre where appropriate but also encourages cluster development to preserve open space and views and vistas. He noted that for the residential areas the density is approximately 2 units per acre and explained that for the minimal care facility the applicant is seeking approval for 70 beds. He also indicated that the property falls within the Hillside overlay zone, as such development of any lot with slopes exceeding 15% will need to comply with the overlay rules. He stated that there is a floodway across the northern portion of the property that must be managed as part of the development. He indicated that the land uses in the area is a mix of single family and multi-

family. Concerning the PUD, he testified that the request is for a public street profile that includes a 50 right of way with a 28 foot paved travel lane and a 10 foot pedestrian/bike path on one side, reduced setbacks on the lots on Fernan Hill Road to mirror the existing homes in the area, reduced setbacks for the minimal care facilities, an increase in allowable height for the minimal care facilities from 45 to 50 feet, removal of the buffer yards because the slope of the property separates the uses, and a request to remove one lot from the hillside overlay because the property has already been developed with a home. He noted that the applicant was providing approximately 11% of the site as usable open space and an additional 1.9 acres of open space that is wooded and steeper, which will remain in a natural state.

Warren Wilson, Deputy City Attorney.

Mr. Wilson indicated that through a PUD the applicant can amend requirements in the hillside overlay. He indicated that the minimal care use is the same as what is thought of as assisted living facilities. Concerning the number of beds in the minimal care facility, he indicated that the number should be determined based on the impacts created by the use on the surrounding properties.

Gordon Dobler, City Engineer.

Mr. Dobler explained that a private sewer is maintained by an owner's association while public sewer is maintained by the City. He noted that there are several similar systems in the City and they have not been a problem for the City. Concerning the floodway, Mr. Dobler stated that the applicant would need to construct a bridge or culvert that will allow a 100 year flood to pass under the road. He testified that the lots on Fernan Hill Road will need to get approval of their access points from East Side Highway District. He testified that Lilac Lane will be a public road improved to public standards. Regarding traffic, Mr. Dobler testified that he would anticipate that a R-3 subdivision would likely generate nominally more traffic than the 72 trips per day anticipated from the proposed development and that the traffic generated by this development will not have an adverse impact on surrounding neighborhoods.

Dick Stauffer, Applicant's Representative.

Mr. Stauffer made a presentation showing how the development fits into the context of the area. He indicated that the proposed project is an infill project that will include 2 assisted living structures, 7 duplex lots, three single family residential lots on Fernan Hill Road and the retention of 3 existing single family residences. He stated that one of the goals of the development is to maintain as many trees on the property that will provide a buffer to the homes above this development and that close to 25% of the site is left as open space. Concerning the assisted living facilities, he testified that the parking would be provided under the buildings and the requested number of beds in the facilities is based on the number of parking stalls that they can fit in that space. He testified that the property presents challenges for developing a single family development including proximity to the freeway, topography, drainage, and access. He commented that he lives in this area and feels that this project, if approved, will be a win/win for the city and the community. Regarding the request for additional height, he testified that even with the additional height the buildings will be below the sight lines of the properties up the hill on Fernan Hill Road and it will allow them to add architectural details that make the buildings more interesting. Mr. Stauffer indicated that the applicant has reviewed all of the proposed conditions contained in the staff report and they agree with those conditions. Mr. Stauffer explained that an 8 -12" water main (depending on required fire flows) connecting existing 8" city lines at 20th and Pennsylvania Avenue all the way through to Sherman Avenue, which will help water pressure for existing residences. Additionally, this proposal will create an additional road access point and extend sewer service to three existing residences.

Norm Gissel.

Mr. Gissel testified that he lives on Fernan Hill Road and is opposed to the request. He explained that he is not against development of the property and feels that this is a better design for this piece of property that was presented in the past however, he testified that the homes on Fernan Hill Road are single family and he believes that allowing multi-family homes will allow the encroachment of multi-family uses on Fernan Hill Road. Mr. Gissel also testified that the staff report says that there is insufficient water and wastewater to service the development. As such additional infrastructure will need to be constructed to serve the development. Finally, he testified that the creek across the property has a

significant flow.

Charleda Foss.

Ms. Foss stated she is one of the original homeowners who live on Lilac Lane and is in favor of this request. She stated that when the freeway and Lake Villa Apartments were constructed they did not have a choice about those projects, so she is not sympathetic to Mr. Gissel's concerns.

Maralee Foss.

Ms. Foss stated that she has lived on Lilac Lane with her sister and mother since before the freeway was built. She testified that this project is a perfect fit for the area.

Armando Hurtado.

Mr. Hurtado testified that he agrees with the previous testimony from Mr. Gissel and is concerned with the additional traffic this project will generate if approved and the grade of Fernan Hill Road where the homes will be located. He indicated that the traffic on the intersection of Pennsylvania Ave and 23rd Street is bad.

Shelli Hurtado.

Ms. Hurtado testified that she is not against any development on this property, but feels a single family subdivision would be a better fit for the area. She testified that she feels that maybe 30 homes could be built. Ms. Hurtado also testified that there seems to be a lot of assisted living facilities within a 5 mile radius.

Dan Jacobson.

Mr. Jacobson testified that he is concerned with traffic and safety for the children. He stated in the winter he has had many cars miss the turn at Pennsylvania and 23rd. and land in his yard and has concerns about how the development will be served by sewer.

John Runge.

Mr. Runge questioned whether his driveway would be relocated since it is close to Lilac Lane and is concerned with the accidents happening near his home.

Ben Glass.

Mr. Glass testified that what happens to this property is a concern for this area and he is concerned with traffic and having new rental properties in the area. He testified that he would like a nice single family development.

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Mr. Murphy testified that traffic is an issue on both Pennsylvania and Boyd and he believes that building rental properties will lower property values.

Linda Fillos.

Ms. Fillos testified that the annexation makes sense but she believes there is traffic concerns and is opposed to the houses on Fernan Hill because of the design of the driveways and the potential for slides. She testified that she is not opposed to the assisted living use because the property is not a good fit for single family development.

Carmela Hameland.

Ms. Hameland testified that traffic is a problem in this area as are accidents, which may make it difficult for emergency services to get to the assisted living facilities.

George Ciccone.

Mr. Ciccone testified that he is neutral on the proposal but wants to know who will own the assisted

facilities and whether they will be licensed and what types of clients they will be serving.

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

The property sits partially in the Cherry Hill and Fernan Hill Bench land use areas. Both land use areas anticipate up to 3 units per acre where site access is gained without significant disturbance, the terrain is relatively flat, natural landforms permit and where development will not impact views and vistas. In this instance the density of the residential units is approximately 2 units per acre with a civic use (assisted living facility) that City code does not measure by density. We find Mr. Stauffer's presentation persuasive that in this location the density proposed by this development is appropriate. We reach this conclusion because the views from the freeway and from Fernan Bench Road are not impacted. Additionally, access to the site can be obtained by construction of a bridge/culvert, which will not create significant site disturbance and will allow for a public through street that will help diffuse traffic. Further, Mr. Stauffer's presentation demonstrated that the building pads are relatively flat and that the site layout works around the natural landforms and preserves the steep areas of the site as open space. We also find persuasive Gordon Dobler's testimony that this development will not generate any more traffic than a R-3 residential subdivision in this area. So, even if the assisted living facility were included in density, the impacts are essentially the same.

Finally, both land use areas encourage clustering of development in order to preserve open space and views and vistas. Here the development is clustered in areas that are relatively flat and are on the lower areas of the property, which allowed for the development to allow for approximately 25% of the site to be preserved as open space and also largely preserves the views and vistas from both Fernan Bench Road and the freeway as demonstrated in Mr. Stauffer's presentation. Given the above, we find that this proposal conforms with the Comprehensive Plan.

B9. That public facilities and utilities **are** available and adequate for the proposed use.

We find that, based on the staff report and the testimony from Gordon Dobler, that the public facilities and utilities will be available and adequate for the proposed use. The staff report does indicate that the developer will need to extend public water and that a private wastewater collection system will collect wastewater prior to discharging into the public sewer and we are adopting these requirements as a condition of approval for the project contained in the PUD findings). While there was some testimony suggesting that this was not adequate, that testimony appears to have been based on a misreading of the staff report. Further Gordon Dobler testified that having a private collection system of this nature is not unique in the City. Finally, the staff report and Gordon Dobler's testimony indicated that any traffic from this development will be adequately handled by the existing street network. As such, we find that this approval criteria is satisfied.

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

The property involved in this application has a stream as well as a significant change in elevation from bottom to top. However, as noted above, the applicant has designed the site to mitigate these concerns by clustering development in areas where the topography is relatively flat and by bridging the stream. Given that, we find that the physical characteristics of the site are suitable for this request based on the staff report and the testimony from Mr. Stauffer and Gordon Dobler.

B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **or** existing land uses because

As noted above, the staff report and the testimony of Gordon Dobler demonstrate that the

surrounding neighborhood will not be adversely affected by traffic. With regard to neighborhood character and land uses, the staff report demonstrates that the area is a mix of single and multi-family residential. As such, the proposed uses are consistent with the surrounding area. Further, the topography of the site will largely mitigate impacts on surrounding areas as the site is essentially isolated by the freeway and the hillside from surrounding areas. As such, we find this approval criteria satisfied.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **LARRY FLUET REVOCABLE TRUST** for zoning in conjunction with annexation, as described in the application should be approved.

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

Motion by Miller, seconded by Evans, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Gookin	Voted No
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member Adams	Voted Yes
Council Member Miller	Voted Yes

Council Member(s) McEvers was absent.

Motion to approve carried by a 4 to 1 vote.

MAYOR STEVE WIDMYER

RESOLUTION NO. 15-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH LARRY FLUET REVOCABLE TRUST.

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

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

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

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

DATED this 6th day of October, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 6th day of October, 2015, by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and Larry Fluet Revocable Trust, with its address at 722 N. Frosty Pine Trail, Coeur d'Alene, ID 83814, hereinafter referred to as the "Owner,"

WITNESSETH:

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

WHEREAS, The Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a subdivision, PUD and special use permit for the Lilac Glen development of which the Property is a part. A copy of the approved Findings and Orders are attached hereto as Exhibit "B" and are incorporated by reference into the substantive portion of this Agreement; and

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

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The Property to be annexed is approximately 3.51 acres and is located between Interstate 90 and the Lake Villa PUD at the end of Lilac Lane and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II: STANDARDS

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

ARTICLE III. UTILITIES

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

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

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

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

ARTICLE IV: PUBLIC IMPROVEMENTS

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

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

ARTICLE V: FEES

6.1. Consideration: Owner agrees to provide specific consideration, in the amount of Four Thousand Five Hundred Dollars and no/100 (\$4,500.00) to the City prior to the City Council approval of the annexation ordinance. This amount is based on the policy adopted by the City Council by Resolution 98-112 and represents a fee of Seven Hundred Fifty Dollars and no/100 (\$750.00) per residential unit on the Property. The parties agree that the fee provided for in this section is reasonably calculated to reflect the cost to the City of annexing the property. The Owner will remain responsible for all other costs and fees required by City code.

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

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

6.4. Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this Agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such Agreement. The Parties further agree that such fee shall be in the amount of Two Hundred Fifty Dollars and no/100 (\$250.00).

ARTICLE VII. MISCELLANEOUS

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

7.2. Owner to hold City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

7.3. Time is of the essence: Time is of the essence in this Agreement.

7.4. Merger: The representations, warranties, covenants, conditions and Agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements.

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

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

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

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

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

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

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

CITY OF COEUR D'ALENE

LARRY FLUET REVOCABLE TRUST L.L.C.

By: _____
Steve Widmyer, Mayor

By: Larry Fluet TRUSTEE.
Larry Fluet, Trustee

ATTEST:

Renata McCleod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

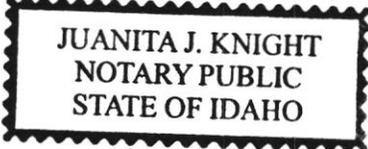
Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 11th day of May, 2015, before me, a Notary Public, personally appeared **Larry Fluet, Trustee of the Larry Fluet Revocable Trust**, a single person, known to me to be the person whose name is subscribed herein, who executed the foregoing instrument and acknowledged that she voluntarily executed the same.

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


Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires: 12/08/2020



June 5, 2015

**Lilac Glen Annexation
Legal Description**

A parcel of land located in the South Half of Section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the northwest corner of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, from which the southwest corner of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, bears South 00°48'00" East, a distance of 2683.50 feet, as shown on Record of Survey, recorded in Book 27, Page 140, records of Kootenai County, Idaho;

thence South 00°48'00" East along the west line of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, a distance of 33.30 feet to the south right-of-way line of Pennsylvania Avenue;

thence continuing South 00°48'00" East along the west line of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, a distance of 174.61 feet to the easterly right-of-way line of Interstate 90;

thence South 33°50'18" East along the easterly line of said Interstate 90, a distance of 564.74 feet;

thence North 89°34'18" East, a distance of 211.86 feet to an angle point on the City of Coeur d' Alene boundary and the **Point of Beginning**;

thence continuing North 89°34'18" East along the City of Coeur d' Alene boundary, a distance of 131.00 feet to the west line of the parcels as described in instrument number 2310003;

thence leaving said boundary line of the City of Coeur d' Alene, South 00°51'05" East, a distance of 25.00 feet;

thence South 51°37'49" East, a distance of 210.32 feet;

thence North 89°47'57" East, a distance of 14.17 feet to an angle point on the City of Coeur d' Alene boundary;

thence South 00°04'17" East along the City of Coeur d' Alene boundary, a distance of 527.93 feet;

thence South 89°57'01" West along the City of Coeur d' Alene boundary, a distance of 149.18 feet to the easterly right-of-way line of Interstate 90;

thence North 26°55'43" West along the City of Coeur d' Alene boundary and the easterly right-of-way of Interstate 90, a distance of 359.51 feet;

thence leaving the easterly right-of-way of Interstate 90 North 47°58'54" East along the City of Coeur d' Alene boundary, a distance of 74.38 feet;

thence North 12°01'26" East along the City of Coeur d' Alene boundary, a distance of 25.57 feet to the beginning of a non-tangent curve to the left having a chord bearing of North 11°44'11" West, a chord distance of 293.38 feet;

thence continuing along the City of Coeur d' Alene boundary along said curve to the left with a radius of 408.31 feet, through a central angle of 42°06'37" , an arc distance of 300.09 feet to the **Point of Beginning**;

Containing 152,705 square feet or 3.51 acres, more or less

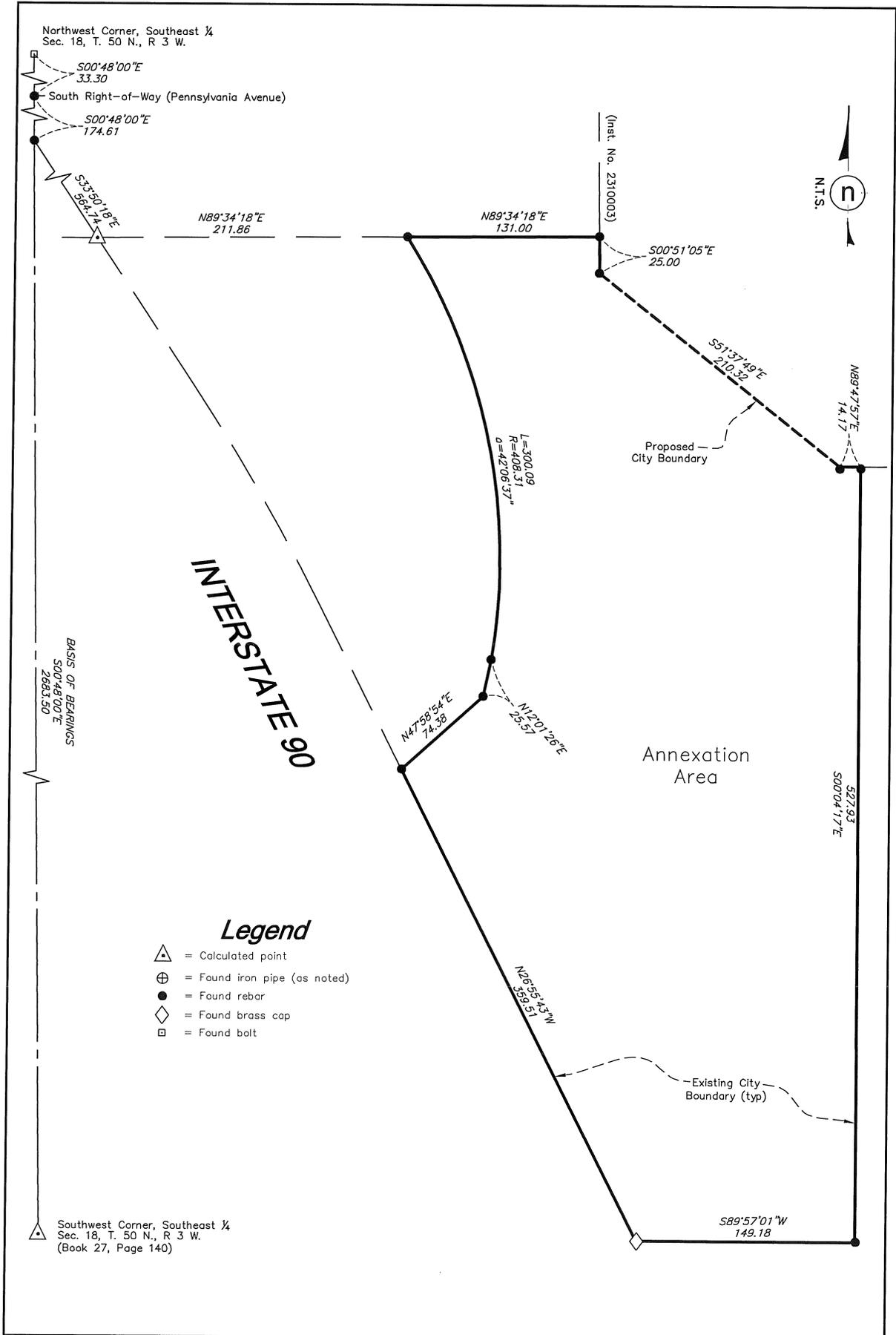
SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcel.

END OF DESCRIPTION

Prepared by this office:
h2 Surveying, LLC





SHEET #	Exhibit
PROJECT #	Township 50 North - Range 3 West - Section 18
2014-210	County of Blaine, Idaho

Resolution No. 15-050

Lilac Glen

Proposed Annexation

SURVEYED	h2
DESIGNED	h2
DRAWN	rmh
CHECKED	efm

SURVEYORS • ENGINEERS
 Post Office Box 2916
 Hayden, Idaho 83835
 Phone: (208) 772-6600
 Fax: (208) 772-6619
 www.h2survey.com



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

A. INTRODUCTION

This matter having come before the City Council on, September 2, 2014, and there being present a person requesting approval of ITEM A-4-14, a request for zoning in conjunction with annexation from County Agricultural-Suburban to City R-3 and R-8.

APPLICANT: LARRY FLUET REVOCABLE TRUST

LOCATION: +/- 13.03 ACRE PARCEL BETWEEN PENNSYLVANIA AVENUE, FERNAN HILL ROAD, LILAC LANE AND INTERSTATE-90

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

- B1. That the existing land uses are residential- single-family and vacant land.
- B2. That the Comprehensive Plan Map designation is Cherry Hill-Stable Established & Fernan Hill Bench – Transition.
- B3. That the zoning is County Agricultural Suburban.
- B4. That the notice of public hearing was published on, August 16, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 50 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on August 15, 2014.
- B7. That public testimony was heard on September 2, 2014.

Sean Holm, City Planner.

Planner Holm presented the staff report. Mr. Holm indicated that this proposal contained multiple requests including a 3.51 acre request for zoning(R-3 and R-8) in conjunction with annexation, a 9.52 acre request for a zone change from R-3 to a mix of R-3, R-8 and R-17, a 13 acre PUD and a minimal care special use permit with the commission setting the maximum number of beds. Mr. Holm reviewed the Comprehensive Plan considerations for the property indicating that the property is within two planning areas; the Cherry Hill (stable established) and Fernan Hill Bench (transition) planning areas. He noted the Plan for both Cherry Hill and Fernan Hill Bench anticipates typically single family development with densities up to 3 units per acre where appropriate but also encourages cluster development to preserve open space and views and vistas. He noted that for the residential areas the density is approximately 2 units per acre and explained that for the minimal care facility the applicant is seeking approval for 70 beds. He also indicated that the property falls within the Hillside overlay zone, as such development of any lot with slopes exceeding 15% will need to comply with the overlay rules. He stated that there is a floodway across the northern portion of the property that must be managed as part of the development. He indicated that the land uses in the area is a mix of single family and multi-

family. Concerning the PUD, he testified that the request is for a public street profile that includes a 50 right of way with a 28 foot paved travel lane and a 10 foot pedestrian/bike path on one side, reduced setbacks on the lots on Fernan Hill Road to mirror the existing homes in the area, reduced setbacks for the minimal care facilities, an increase in allowable height for the minimal care facilities from 45 to 50 feet, removal of the buffer yards because the slope of the property separates the uses, and a request to remove one lot from the hillside overlay because the property has already been developed with a home. He noted that the applicant was providing approximately 11% of the site as usable open space and an additional 1.9 acres of open space that is wooded and steeper, which will remain in a natural state.

Warren Wilson, Deputy City Attorney.

Mr. Wilson indicated that through a PUD the applicant can amend requirements in the hillside overlay. He indicated that the minimal care use is the same as what is thought of as assisted living facilities. Concerning the number of beds in the minimal care facility, he indicated that the number should be determined based on the impacts created by the use on the surrounding properties.

Gordon Dobler, City Engineer.

Mr. Dobler explained that a private sewer is maintained by an owner's association while public sewer is maintained by the City. He noted that there are several similar systems in the City and they have not been a problem for the City. Concerning the floodway, Mr. Dobler stated that the applicant would need to construct a bridge or culvert that will allow a 100 year flood to pass under the road. He testified that the lots on Fernan Hill Road will need to get approval of their access points from East Side Highway District. He testified that Lilac Lane will be a public road improved to public standards. Regarding traffic, Mr. Dobler testified that he would anticipate that a R-3 subdivision would likely generate nominally more traffic than the 72 trips per day anticipated from the proposed development and that the traffic generated by this development will not have an adverse impact on surrounding neighborhoods.

Dick Stauffer, Applicant's Representative.

Mr. Stauffer made a presentation showing how the development fits into the context of the area. He indicated that the proposed project is an infill project that will include 2 assisted living structures, 7 duplex lots, three single family residential lots on Fernan Hill Road and the retention of 3 existing single family residences. He stated that one of the goals of the development is to maintain as many trees on the property that will provide a buffer to the homes above this development and that close to 25% of the site is left as open space. Concerning the assisted living facilities, he testified that the parking would be provided under the buildings and the requested number of beds in the facilities is based on the number of parking stalls that they can fit in that space. He testified that the property presents challenges for developing a single family development including proximity to the freeway, topography, drainage, and access. He commented that he lives in this area and feels that this project, if approved, will be a win/win for the city and the community. Regarding the request for additional height, he testified that even with the additional height the buildings will be below the sight lines of the properties up the hill on Fernan Hill Road and it will allow them to add architectural details that make the buildings more interesting. Mr. Stauffer indicated that the applicant has reviewed all of the proposed conditions contained in the staff report and they agree with those conditions. Mr. Stauffer explained that an 8 -12" water main (depending on required fire flows) connecting existing 8" city lines at 20th and Pennsylvania Avenue all the way through to Sherman Avenue, which will help water pressure for existing residences. Additionally, this proposal will create an additional road access point and extend sewer service to three existing residences.

Norm Gissel.

Mr. Gissel testified that he lives on Fernan Hill Road and is opposed to the request. He explained that he is not against development of the property and feels that this is a better design for this piece of property that was presented in the past however, he testified that the homes on Fernan Hill Road are single family and he believes that allowing multi-family homes will allow the encroachment of multi-family uses on Fernan Hill Road. Mr. Gissel also testified that the staff report says that there is insufficient water and wastewater to service the development. As such additional infrastructure will need to be constructed to serve the development. Finally, he testified that the creek across the property has a

significant flow.

Charleda Foss.

Ms. Foss stated she is one of the original homeowners who live on Lilac Lane and is in favor of this request. She stated that when the freeway and Lake Villa Apartments were constructed they did not have a choice about those projects, so she is not sympathetic to Mr. Gissel's concerns.

Maralee Foss.

Ms. Foss stated that she has lived on Lilac Lane with her sister and mother since before the freeway was built. She testified that this project is a perfect fit for the area.

Armando Hurtado.

Mr. Hurtado testified that he agrees with the previous testimony from Mr. Gissel and is concerned with the additional traffic this project will generate if approved and the grade of Fernan Hill Road where the homes will be located. He indicated that the traffic on the intersection of Pennsylvania Ave and 23rd Street is bad.

Shelli Hurtado.

Ms. Hurtado testified that she is not against any development on this property, but feels a single family subdivision would be a better fit for the area. She testified that she feels that maybe 30 homes could be built. Ms. Hurtado also testified that there seems to be a lot of assisted living facilities within a 5 mile radius.

Dan Jacobson.

Mr. Jacobson testified that he is concerned with traffic and safety for the children. He stated in the winter he has had many cars miss the turn at Pennsylvania and 23rd. and land in his yard and has concerns about how the development will be served by sewer.

John Runge.

Mr. Runge questioned whether his driveway would be relocated since it is close to Lilac Lane and is concerned with the accidents happening near his home.

Ben Glass.

Mr. Glass testified that what happens to this property is a concern for this area and he is concerned with traffic and having new rental properties in the area. He testified that he would like a nice single family development.

Troy Murphy.

Mr. Murphy testified that traffic is an issue on both Pennsylvania and Boyd and he believes that building rental properties will lower property values.

Linda Fillos.

Ms. Fillos testified that the annexation makes sense but she believes there is traffic concerns and is opposed to the houses on Fernan Hill because of the design of the driveways and the potential for slides. She testified that she is not opposed to the assisted living use because the property is not a good fit for single family development.

Carmela Hameland.

Ms. Hameland testified that traffic is a problem in this area as are accidents, which may make it difficult for emergency services to get to the assisted living facilities.

George Ciccone.

Mr. Ciccone testified that he is neutral on the proposal but wants to know who will own the assisted

facilities and whether they will be licensed and what types of clients they will be serving.

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

The property sits partially in the Cherry Hill and Fernan Hill Bench land use areas. Both land use areas anticipate up to 3 units per acre where site access is gained without significant disturbance, the terrain is relatively flat, natural landforms permit and where development will not impact views and vistas. In this instance the density of the residential units is approximately 2 units per acre with a civic use (assisted living facility) that City code does not measure by density. We find Mr. Stauffer's presentation persuasive that in this location the density proposed by this development is appropriate. We reach this conclusion because the views from the freeway and from Fernan Bench Road are not impacted. Additionally, access to the site can be obtained by construction of a bridge/culvert, which will not create significant site disturbance and will allow for a public through street that will help diffuse traffic. Further, Mr. Stauffer's presentation demonstrated that the building pads are relatively flat and that the site layout works around the natural landforms and preserves the steep areas of the site as open space. We also find persuasive Gordon Dobler's testimony that this development will not generate any more traffic than a R-3 residential subdivision in this area. So, even if the assisted living facility were included in density, the impacts are essentially the same.

Finally, both land use areas encourage clustering of development in order to preserve open space and views and vistas. Here the development is clustered in areas that are relatively flat and are on the lower areas of the property, which allowed for the development to allow for approximately 25% of the site to be preserved as open space and also largely preserves the views and vistas from both Fernan Bench Road and the freeway as demonstrated in Mr. Stauffer's presentation. Given the above, we find that this proposal conforms with the Comprehensive Plan.

B9. That public facilities and utilities **are** available and adequate for the proposed use.

We find that, based on the staff report and the testimony from Gordon Dobler, that the public facilities and utilities will be available and adequate for the proposed use. The staff report does indicate that the developer will need to extend public water and that a private wastewater collection system will collect wastewater prior to discharging into the public sewer and we are adopting these requirements as a condition of approval for the project contained in the PUD findings). While there was some testimony suggesting that this was not adequate, that testimony appears to have been based on a misreading of the staff report. Further Gordon Dobler testified that having a private collection system of this nature is not unique in the City. Finally, the staff report and Gordon Dobler's testimony indicated that any traffic from this development will be adequately handled by the existing street network. As such, we find that this approval criteria is satisfied.

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

The property involved in this application has a stream as well as a significant change in elevation from bottom to top. However, as noted above, the applicant has designed the site to mitigate these concerns by clustering development in areas where the topography is relatively flat and by bridging the stream. Given that, we find that the physical characteristics of the site are suitable for this request based on the staff report and the testimony from Mr. Stauffer and Gordon Dobler.

B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **or** existing land uses because

As noted above, the staff report and the testimony of Gordon Dobler demonstrate that the

surrounding neighborhood will not be adversely affected by traffic. With regard to neighborhood character and land uses, the staff report demonstrates that the area is a mix of single and multi-family residential. As such, the proposed uses are consistent with the surrounding area. Further, the topography of the site will largely mitigate impacts on surrounding areas as the site is essentially isolated by the freeway and the hillside from surrounding areas. As such, we find this approval criteria satisfied.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **LARRY FLUET REVOCABLE TRUST** for zoning in conjunction with annexation, as described in the application should be approved.

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

Motion by Miller, seconded by Evans, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Gookin	Voted No
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member Adams	Voted Yes
Council Member Miller	Voted Yes

Council Member(s) McEvers was absent.

Motion to approve carried by a 4 to 1 vote.



MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 15-1022

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 18, TOWNSHIP 50, NORTH, RANGE 3W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; 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 property as set forth in Exhibit “A”, attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-3 (Residential at 3 units/acre) and R-8 (Residential at 8 units/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 three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 6, 2015.

APPROVED by the Mayor this 6th day of October, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-14-14 Lilac Glen I-90 and Lake Villa

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 18, TOWNSHIP 50, NORTH, RANGE 3W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; 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, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-14-14 Lilac Glen I-90 and Lake Villa, 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 6th day of October, 2015.

Warren J. Wilson, Chief Civil Deputy City Attorney

June 5, 2015

**Lilac Glen Annexation
Legal Description**

A parcel of land located in the South Half of Section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the northwest corner of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, from which the southwest corner of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, bears South 00°48'00" East, a distance of 2683.50 feet, as shown on Record of Survey, recorded in Book 27, Page 140, records of Kootenai County, Idaho;

thence South 00°48'00" East along the west line of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, a distance of 33.30 feet to the south right-of-way line of Pennsylvania Avenue;

thence continuing South 00°48'00" East along the west line of the Southeast Quarter of Section 18, Township 50 North, Range 3 West, Boise Meridian, a distance of 174.61 feet to the easterly right-of-way line of Interstate 90;

thence South 33°50'18" East along the easterly line of said Interstate 90, a distance of 564.74 feet;

thence North 89°34'18" East, a distance of 211.86 feet to an angle point on the City of Coeur d' Alene boundary and the **Point of Beginning**;

thence continuing North 89°34'18" East along the City of Coeur d' Alene boundary, a distance of 131.00 feet to the west line of the parcels as described in instrument number 2310003;

thence leaving said boundary line of the City of Coeur d' Alene, South 00°51'05" East, a distance of 25.00 feet;

thence South 51°37'49" East, a distance of 210.32 feet;

thence North 89°47'57" East, a distance of 14.17 feet to an angle point on the City of Coeur d' Alene boundary;

thence South 00°04'17" East along the City of Coeur d' Alene boundary, a distance of 527.93 feet;

thence South 89°57'01" West along the City of Coeur d' Alene boundary, a distance of 149.18 feet to the easterly right-of-way line of Interstate 90;

thence North 26°55'43" West along the City of Coeur d' Alene boundary and the easterly right-of-way of Interstate 90, a distance of 359.51 feet;

thence leaving the easterly right-of-way of Interstate 90 North 47°58'54" East along the City of Coeur d' Alene boundary, a distance of 74.38 feet;

thence North 12°01'26" East along the City of Coeur d' Alene boundary, a distance of 25.57 feet to the beginning of a non-tangent curve to the left having a chord bearing of North 11°44'11" West, a chord distance of 293.38 feet;

thence continuing along the City of Coeur d' Alene boundary along said curve to the left with a radius of 408.31 feet, through a central angle of 42°06'37" , an arc distance of 300.09 feet to the **Point of Beginning**;

Containing 152,705 square feet or 3.51 acres, more or less

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcel.

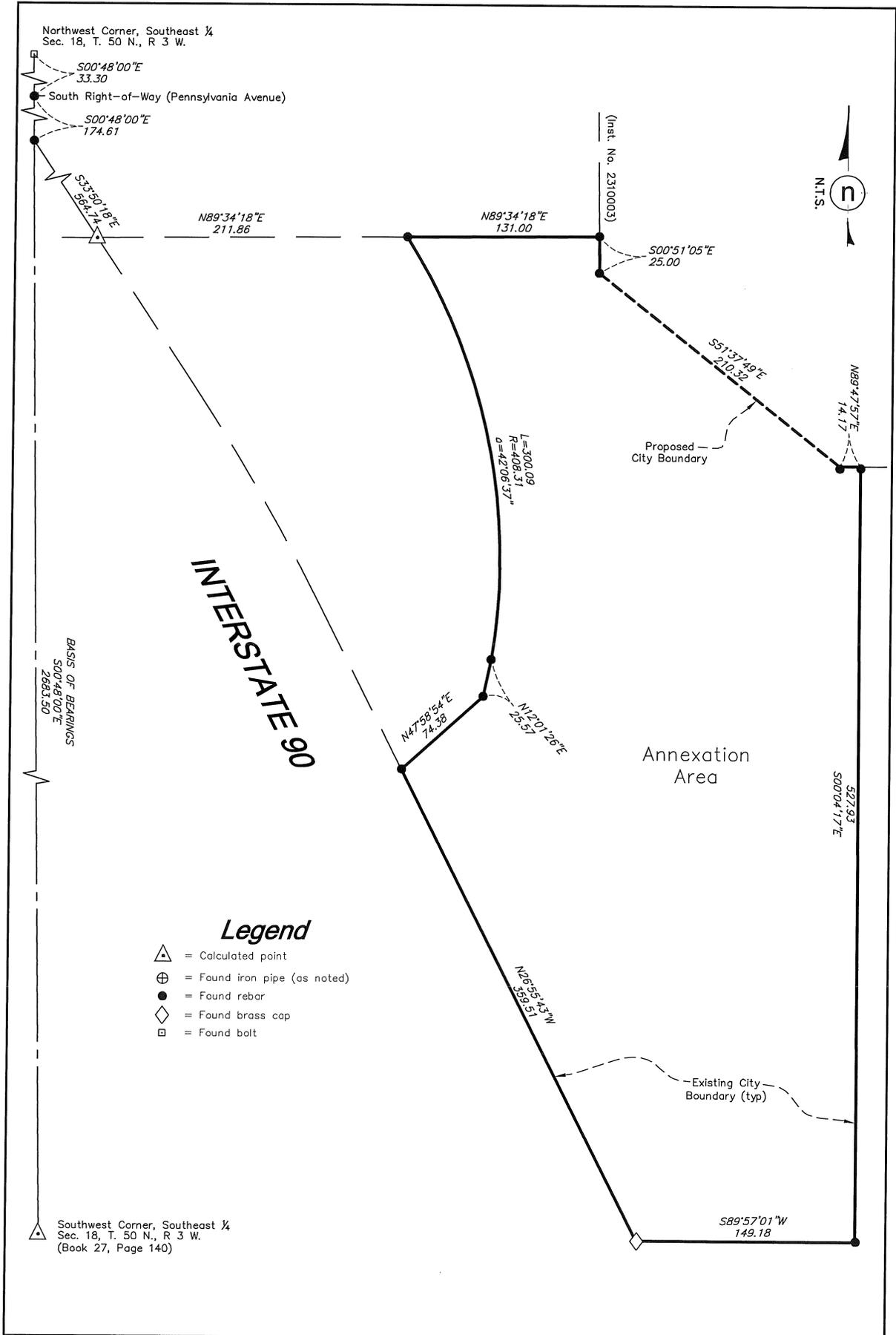
END OF DESCRIPTION

Prepared by this office:

h2 Surveying, LLC



[Handwritten signature]
7/5/15



SHEET #	Exhibit
PROJECT #	Township 50 North - Range 3 West - Section 18
DATE	Coast of Idaho, Idaho
7/9/15	

Lilac Glen

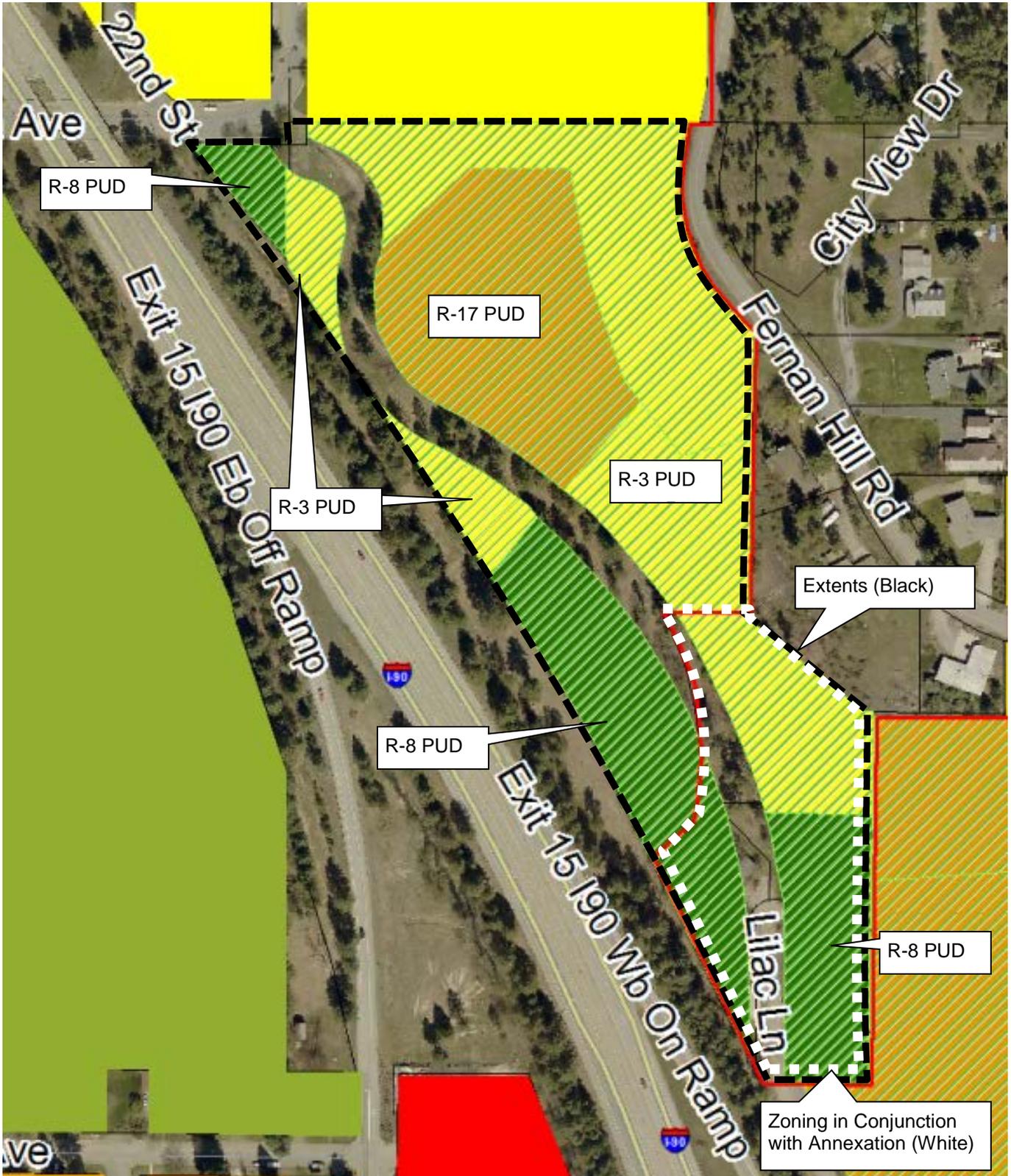
Proposed Annexation

SURVEYED	h2
DESIGNED	h2
DRAWN	rmh
CHECKED	efm

SURVEYORS • ENGINEERS
 Post Office Box 2916
 Hayden, Idaho 83835
 Phone: (208) 772-6600
 Fax: (208) 772-6619
 www.h2survey.com



EXHIBIT "A"



CITY COUNCIL STAFF REPORT

DATE: July 21, 2015
TO: City Council
FROM: Tami Stroud, Planner
SUBJECT: **A-2-15-** Annexation of a +/- 9.33 acre portion of former railroad property near Highway 95 and extending to the Hubbard Street right-of-way.

APPLICANT: City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

OWNER: BLM
3815 Schreiber Way
Coeur d'Alene, ID 83815

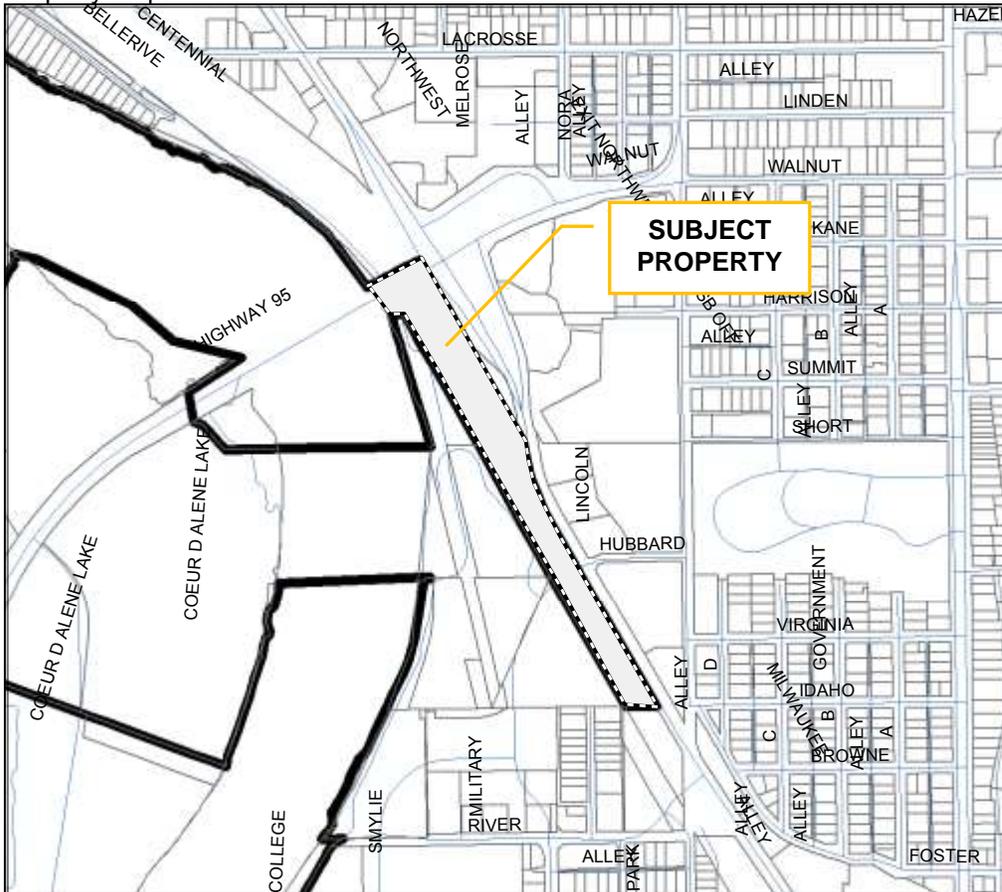
ZONING REQUEST:

The City of Coeur d'Alene is requesting zoning in conjunction with annexation from County Industrial (I) to City C-17 (Commercial at 17 units/ acre) zoning district. The property is more specifically described as a portion of former railroad property near Highway 95 and extending to the Hubbard Street right-of-way.

DECISION POINT:

City of Coeur d'Alene is requesting approval of Zoning in conjunction with Annexation from County Industrial (I) to City C-17 (Commercial at 17 units/acre) zoning district.

Property map:



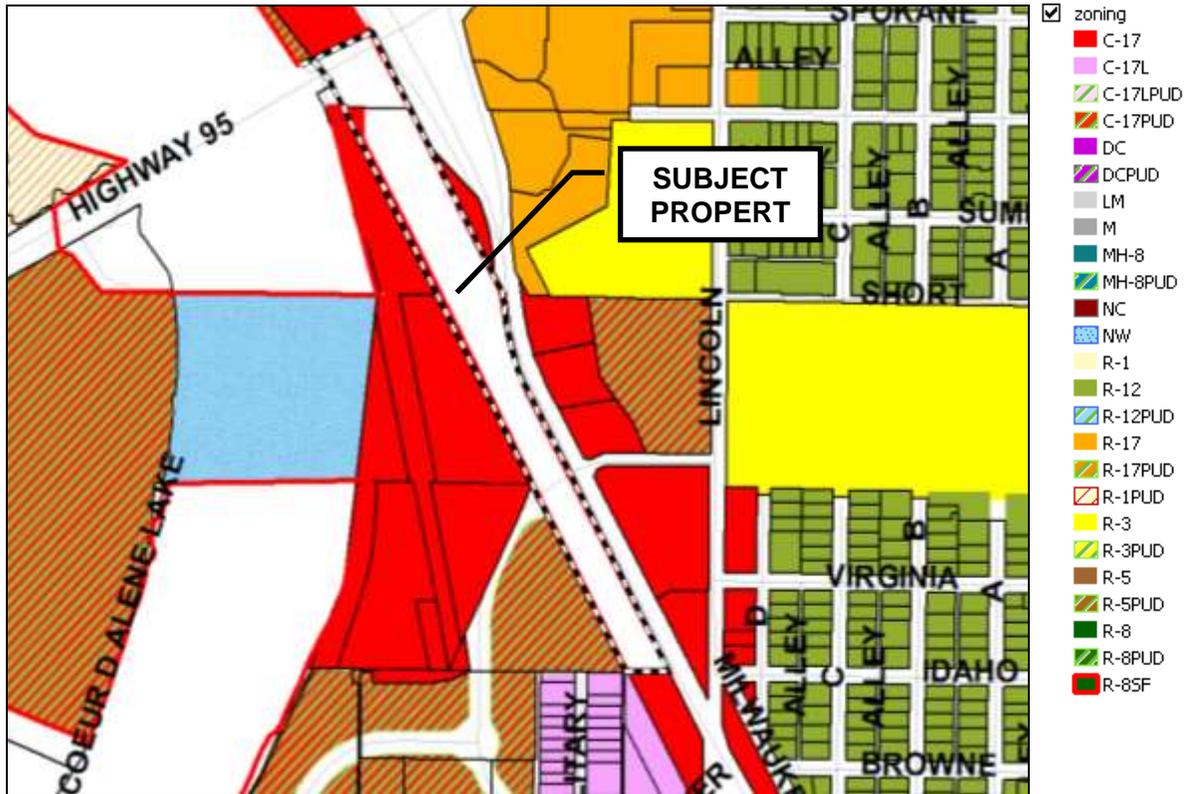
ANNEXATION MAP:



A. SITE PHOTO LOOKING NORTH TOWARD HIGHWAY 95:



E. Zoning:



Purpose and Intent:

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

Uses permitted by right:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Single-family detached housing (as specified by the R-8 District). 2. Duplex housing (as specified by the R-12 District). 3. Cluster housing (as specified by the R-17 District). 4. Multiple-family (as specified by the R-17 District). 5. Home occupations. 6. Community education. 7. Essential service. | <ol style="list-style-type: none"> 8. Community assembly. 9. Religious assembly. 10. Public recreation. 11. Neighborhood recreation. 12. Commercial recreation. 13. Automobile parking when serving an adjacent business or apartment. 14. Hospitals/health care. 15. Professional offices. 16. Administrative offices. 17. Banks and financial institutions. 18. Personal service establishments. |
|---|---|

19. Agricultural supplies and Commodity sales.
20. Automobile and accessory sales.
21. Business supply retail sales.
22. Construction retail sales.
23. Convenience sales.
24. Department stores.
25. Farm equipment sales.
26. Food and beverage stores, on/off site consumption.
27. Retail gasoline sales.
28. Home furnishing retail sales.
29. Specialty retail sales.
30. Veterinary office.
31. Hotel/motel.
32. Automotive fleet storage.
33. Automotive parking.
34. Automobile renting.
35. Automobile repair and cleaning.
36. Building maintenance service.
37. Business support service.

38. Communication service.
39. Consumer repair service.
40. Convenience service.
41. Funeral service.
42. General construction service.
43. Group assembly.
44. Laundry service.
45. Finished goods wholesale.
46. Group dwelling-detached housing.
47. Mini-storage facilities.
48. Noncommercial kennel.
49. Handicapped or minimal care facility.
50. Rehabilitative facility.
51. Child care facility.
52. Juvenile offenders facility.
53. Boarding house.
54. Commercial kennel.
55. Community organization.
56. Nursing/convalescent/rest homes for the aged.
57. Commercial film production.

Uses allowed by special use permit:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Veterinary hospital. 2. Warehouse/storage. 3. Custom manufacturing. 4. Extensive impact. 5. Adult entertainment sales and service. | <ol style="list-style-type: none"> 6. Auto camp 7. Residential density of the R-34 district as specified 8. Underground bulk liquid fuel storage-wholesale 9. Criminal transitional facility 10. Wireless communication facility |
|---|---|

Evaluation:

1. The requested zoning for the subject property is C-17. The C-17 (Commercial) zoning district is consistent with the neighboring properties.

REQUIRED FINDINGS:

A. Annexation findings

Finding #B8: THAT THIS PROPOSAL (IS) (IS NOT) IN CONFORMANCE WITH THE COMPREHENSIVE PLAN POLICIES

Please refer to the Comprehensive Plan map and evaluation on the following pages.

D. 2007 Comprehensive Plan – Stable Established – **Educational Corridor:**



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

Education Corridor Today:

The Education Corridor is made up of multiple institutions of higher learning and is adjacent to the Coeur d'Alene wastewater treatment plant, the DeArmond Lumber Mill, the Spokane River shoreline, and the Fort Grounds residential neighborhood.

The DeArmond Lumber Mill, owned by the Stimson Lumber Company, produces approximately 70 million board feet of dimension lumber each year. The mill is accessed by truck via Northwest Boulevard and by the Burlington Northern Santa Fe (BNSF) Railway. Stimson will operate this lumber mill until 2008 or 2009 before it is closed and the site converted to educational and residential uses. Over time, the lumber mill is planned to be removed and/or relocated to a more compatible location. The property on which the mill is located will be included in the education corridor study. The DeArmond Mill utilizes water transportation on Lake Coeur d'Alene in order to move its logs down the St. Joe River. This method of log transport has been used on the lake for over 100 years. The logs are towed in brails along the length of the lake by tugboat to the mill. The DeArmond Mill is the last mill on the lake to rely in part on water transport of its logs and is also the last working sawmill in Coeur d'Alene.

The wastewater treatment plant has been at its present location since 1939. This facility is expanding to accommodate growth and provide more intensive treatment of wastewater. Effluent from the plant is discharged into the Spokane River.

Education Corridor Tomorrow:

The Education Corridor is becoming an important asset to our community as institutions of higher learning continue to grow in this area. A study looking at future land use patterns in the Education Corridor is currently underway. This study should provide the needed framework to ensure compatibility with the existing neighborhoods, wastewater treatment plant, shoreline, and the planned higher educational uses.

The characteristics of the Education Corridor will include:

- An increasing number of uses related to the provision of higher education that are suitable in scale and density with the existing surrounding uses.
- Ensuring connectivity is maintained and improved throughout the corridor to provide multi-modal transportation options.
- Retaining and increasing trees and landscaping.

Significant policies:

➤ **Objective 1.11 – Community Design:**

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

➤ **Objective 1.12 – Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

➤ **Objective 1.13 – Open Space:**

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

➤ **Objective 1.16 - Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

➤ **Objective 2.05 – Pedestrian & Bicycle Environment:**

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

➤ **Objective 3.13- Parks:**

Support the development, acquisition, and maintenance of property and facilities for current and future use, as described in the Parks Master Plan.

➤ **Objective 3.14 - Recreation:**

Encourage city-sponsored and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities, hiking and biking bathways, open space, passive parks, and water access for people and boats.

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 #B9: THAT PUBLIC FACILITIES AND UTILITIES (ARE) (ARE NOT) AVAILABLE AND ADEQUATE FOR THE PROPOSED USE.

SEWER:

The Wastewater Utility has no objections to this Annexation as proposed. The public sewer main is located within the subject property. Any wastewater conditions will be addressed during the Project Review process, and at that time, determine capacity based upon the proposed use.

-Comments submitted by Mike Becker, Utility Project Manager

WATER:

There is generally sufficient supporting water system infrastructure and capacity in the area to provide adequate domestic service, irrigation and fire flow to the area proposed for annexation. When more specific development information is provided, staff will determine if additional infrastructure installation will be required to provide service directly to the property to be annexed.

-Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

TRAFFIC & STREETS:

The area proposed for annexation is abandoned railroad right-of-way that extends from the northerly right-of-way of US Highway 95, to the northerly boundary of the Taylor's Park, extended easterly. There are no roadway connections to this portion of abandoned rail property, although, it does parallel Northwest Boulevard for a portion of the area of request. Taken together with previously annexed portions of rail property, there would be numerous intersections to allow access to the property.

Evaluation:

Annexation of this portion of rail property eliminates the gap in the portions of right-of-way that have been previously annexed, thus allowing for a unified development of the property. Subsequent development of the area, whether it be recreational, commercial or residential, will bring about a traffic element that does not currently exist due to the undeveloped nature, however, the presence of numerous street connections over the entire railway length will allow for multiple points of access for ingress/egress and parking that would be addressed at the time of development on the property.

STORMWATER:

Annexation of the subject property will not directly impact stormwater. Any stormwater requirements will be addressed during the Building Permit process. The Engineering Department has no concerns with the proposed annexation.

-Submitted by Chris Bates, Engineering Project Manager

FIRE:

The International Fire Code (IFC) and Life Safety Code are applicable to occupancy uses. With an annexation, the degree of IFC or Life Safety Code requirements are dependent on the occupancy use, type of construction, degree of fire protection and access. Without knowing the occupancy use, the Fire Department is unable to define the degree of applicable IFC and Life Safety Codes that will pertain to the project.

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

Fire department access to the site (road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development Permit, utilizing the currently adopted International Fire Code (IFC) and Life Safety Code for compliance.

-Submitted by Bobby Gonder, Fire Inspector

Finding #B10: THAT THE PHYSICAL CHARACTERISTICS OF THE SITE (MAKE) (DO NOT MAKE) IT SUITABLE FOR THE REQUEST AT THIS TIME.

The subject property is a +/- 9 acre strip of former BNSF railroad property near Highway 95 and extending to the Hubbard Street right-of-way.

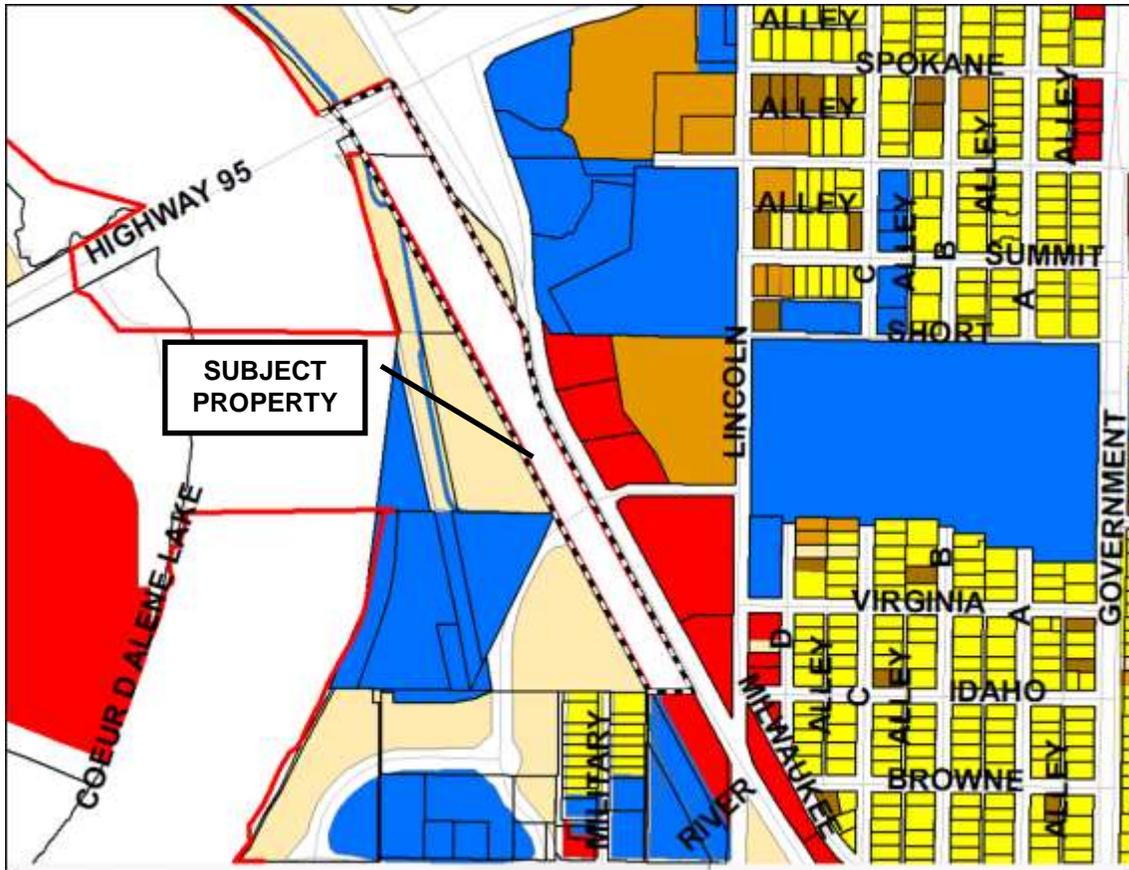
Evaluation:

The physical characteristics appear to be suitable for the request at this time and the topography would not preclude development of the property.

Finding #B11: THAT THE PROPOSAL (WOULD) (WOULD NOT) ADVERSELY AFFECT THE SURROUNDING NEIGHBORHOOD WITH REGARD TO TRAFFIC, NEIGHBORHOOD CHARACTER, (AND) (OR) EXISTING LAND USES.

B. Generalized land use:

Please refer to the land use map and evaluation on the following page.



Evaluation:

The subject property was previously the site of the Burlington Northern Railroad property and is now vacant. The property runs parallel with Northwest Boulevard. The city is working on a lease with BLM and intends to create open space, parks, pedestrian and bicycle connections and other public spaces.

The subject property is adjacent to Northwest Boulevard, which is designated as a minor arterial. The surrounding uses are, civic and commercial. The Wastewater Treatment Plant, North Idaho College and LCSC/BSU Extension Center are located to the west are civic uses. The property to the west of the site is zoned C-17 (Commercial at 17 units/acre).

PROPOSED RECOMENDATIONS FOR AN ANNEXATION AGREEMENT:

Conditions are not placed on annexations, but are negotiated as part of any annexation agreement, or, required as part of any development for the subject property.

ORDINANCES AND STANDARDS USED IN EVALUATION:

- Comprehensive Plan - Amended 2007.
- 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.
Coeur d'Alene Bikeways Plan
Kootenai County Assessor's Department property records
Resolution No. 09-021, Complete Street Policy

ACTION ALTERNATIVES:

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

Applicant: City of Coeur d'Alene
Location: Burlington Northern Railroad
Request: A proposed annexation from County Industrial to City C-17
LEGISLATIVE (A-2-15)

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

Karen Hansen stated that she lives on Military Drive and is concerned how this annexation will affect the future of the alley that she uses to access her garage. The garages are located on the east side of the property. She explained that when North Idaho College bought the land, the college provided a temporary turnaround on the property so people would have access to get to their garage. Her concern is what will happen to this temporary access if this annexation is approved.

Mr. Wilson explained that this issue does not have anything to do with the request that is presented tonight and after the hearing he will give Ms. Hansen the number of the person to contact in the city that could answer her questions regarding this issue.

Motion by Ward, seconded by Fleming, to approve Item A-2-15. Motion approved.

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on June 9, 2015 and there being present a person requesting approval of ITEM A-2-15, a request for zoning prior to annexation from County Industrial to City C-17.

APPLICANT: CITY OF COEUR D' ALENE

LOCATION: +/- 9.33 ACRE PORTION OF FORMER RAILROAD PROPERTY NEAR HIGHWAY 95
AND EXTENDING TO THE HUBBARD STREET RIGHT-OF-WAY

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

- B1. That the existing land uses are single-family, commercial and civic uses.
- B2. That the Comprehensive Plan Map designation is Educational Corridor.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on May 23, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 74 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on May 22, 2015.
- B7. That public testimony was heard on June 9, 2015.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

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

Objective 1.16 – Connectivity: Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

Objective 1.13- Encourage all participants to make open space a priority with every development and annexation.

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

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on comments from the various departments in the staff report.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because it meets the criteria for the following; Topography, Streams, Wetlands, Rock outcroppings and vegetative cover.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses based on staff comments.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of THE CITY OF COUEUR D'ALENE for zoning prior to annexation, as described in the application should be approved.

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

There are none.

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

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.



CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on, July 21, 2015, and there being present a person requesting approval of ITEM A-2-15 , a request for zoning in conjunction with annexation from County Industrial (I) to City C-17 (Commercial at 17 units/acre) zoning district.

APPLICANT: CITY OF COEUR D' ALENE

LOCATION: +/- 9.33 ACRE PORTION OF FORMER RAILROAD PROPERTY NEAR HIGHWAY 95
AND EXTENDING TO THE HUBBARD STREET RIGHT-OF-WAY

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

- B1. That the existing land uses are single-family, commercial and civic uses.
- B2. That the Comprehensive Plan Map designation is Educational Corridor.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on, July 4, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 74 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on July 2, 2015.
- B7. That public testimony was heard on July 21, 2015 including:

Tami Stroud, City Planner:

Ms. Stroud presented the staff report and indicated that the subject property is former railroad corridor that is owned by the BLM and the City is currently working with BLM to lease the site for public recreation purposes. She noted that the requested zoning for the site is C-17. She noted that the entire surrounding area is also zoned C-17.

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

The Comprehensive Plan designates this area as a transition area within the education corridor planning area. Based on the Plan, future characteristics for this area should include connectivity through the area for multi-modal transportation and significant landscaping and tree placement to support the education corridor area. The C-17 zone allows for these types of uses by right and is consistent with the zoning in the area. As such, we find that the requested zoning is consistent with the Comprehensive Plan.

- B9. That public facilities and utilities **are** available and adequate for the proposed use.

The staff report indicates that there is sufficient water, wastewater and streets to serve the intended uses. There was no testimony or other evidence contradicting the staff report. As such, we find this condition of approval satisfied.

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

The staff report indicates that the topography of the site will not preclude development of the property. Based on the staff report, we find that the physical characteristics of the site make it suitable for the request.

B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses.

The staff report notes that the surrounding zoning is C-17 and that much of the surrounding uses are civic in nature. The proposed development of public recreation areas in a C-17 zone is consistent with that character. Additionally, the site sits adjacent to Northwest Boulevard, a minor arterial, which will provide sufficient capacity for the expected traffic load. As such, we find this condition of approval satisfied.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of THE CITY OF COEUR D'ALENE for zoning in conjunction with annexation as described in the application should be approved.

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

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

ROLL CALL:

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

Council Member Edinger was absent.

Motion to approve carried by a 5 to 0 vote.

MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 15-1023

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SOUTH HALF OF SECTION 11 AND THE NORTH HALF OF SECTION 14, TOWNSHIP 50, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as City C-17 (Commercial at 17 units/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 three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 6, 2015.

APPROVED by the Mayor this 6th day of October, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-2-15 BNR – HWY 95 EXTENDING SOUTH TO HUBBARD STREET R.O.W.

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SOUTH HALF OF SECTION 11 AND THE NORTH HALF OF SECTION 14, TOWNSHIP 50, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-2-15 BNR – HWY 95 EXTENDING SOUTH TO HUBBARD STREET R.O.W., 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 6th day of October, 2015.

Warren J. Wilson, Chief Civil Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION A PORTION OF TRACT 44, FORMER BNRR ROW SOUTHERN ANNEXATION AREA

That portion of Tract 44 of the BLM Dependent Resurvey and Metes and Bounds survey, officially filed 1/18/2002, records of the General Land Office, located in the South Half of Section 11 and the North Half of Section 14, all located in Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows;

COMMENCING at a 2 ½ inch aluminum cap marking the North Quarter corner of said Section 14 according to Corner Perpetuation and Filing recorded under instrument number 1207486, records of Kootenai County, Idaho, which bears North 89° 03' 24" West a distance of 2662.85 feet from a 2.5 inch Aluminum cap marking the Northeast corner of said Section 14 according to Corner Perpetuation and Filing recorded under instrument number 1657188, records of Kootenai County, Idaho; Thence North 89°05'54" West along the North line of said section 14, a distance of 84.64 feet to the southwesterly line of said Tract 44 and the former southwesterly line of Burlington Northern Railroad right of way and a point on the existing City of Coeur d'Alene City limits, said point being the **TRUE POINT OF BEGINNING**.

Thence continuing along said North line and said City Limits, North 89°05'54" West a distance of 73.39 feet more or less to the high water line of Spokane River;

Thence leaving said North line and City Limits along said high water line, North 31°42'29" West a distance of 178.33 feet to the southernmost corner of Tract A of Bellerive 1st Addition, recorded in Book K of Plats, Pages 133-133D, records of Kootenai County, Idaho, said point also being on the northerly right of way of US 95 and on said City limits;

Thence leaving said high water line along the southeasterly line of said Tract A, said northerly right of way and said City limits, North 62°00'53" East, a distance of 56.22 feet to a 5/8 inch rebar with cap marked "PLS 4346" marking the easternmost corner of said Tract A and a point on said southwesterly lines;

Thence leaving said southeasterly line along said northerly right of way and said City Limits, North 62°00'53" East, a distance of 202.07 feet to the northeasterly line of said Tract 44 and the former northeasterly line of Burlington Northern Railroad right of way and the beginning of a non-tangent curve to the right, having a radius of 2009.86 feet;

Thence leaving said northerly right of way along said northeasterly lines and said City Limits the following 2 courses:

- 1) southeasterly along said curve, an arc length 265.22 feet, through a central angle of $07^{\circ}33'39''$, a chord bearing of South $31^{\circ}58'58''$ East and a chord distance of 265.03 feet to a 3.25 inch aluminum cap marked, "AP2-TR44-2001";
- 2) South $28^{\circ}12'09''$ East a distance of 797.82 feet to the westerly right of way of Northwest Boulevard;

Thence leaving said northeasterly lines along said City Limits and said westerly right of way, South $08^{\circ}24'36''$ East a distance of 86.48 feet to the beginning of a curve to the left, having a radius of 858.51 feet;

Thence southeasterly along said curve, said City limits and said westerly right of way, an arc length 296.57 feet, through a central angle of $19^{\circ}47'33''$, a chord bearing of South $18^{\circ}18'23''$ East and a chord distance of 295.09 feet;

Thence along said City Limits and said westerly right of way, South $28^{\circ}12'09''$ East a distance of 1113.97 feet to an intersection with the easterly extension of the south line of Lot 1, Block 5 of North Idaho Subdivision, recorded in Book K of Plats, Pages 462-462B, records of Kootenai County, Idaho;

Thence leaving said westerly right of way along said City Limits North $89^{\circ}01'47''$ West, a distance of 137.43 feet to a 5/8" rebar with illegible cap marking the southeast corner of said Lot 1, said point being on said southwesterly lines;

Thence along said southwesterly lines, North $28^{\circ}12'09''$ West a distance of 2216.82 feet to a 3.25 inch aluminum cap marked, "AP7-TR44-2001", said point being the beginning of a curve to the left, having a radius of 1809.86 feet;

Thence northwesterly along said curve, an arc length 51.81 feet, through a central angle of $01^{\circ}38'24''$, a chord bearing of North $29^{\circ}01'21''$ West and a chord distance of 51.80 to the TRUE POINT OF BEGINNING.

CONTAINING 409,140 square feet or 9.393 acres more or less.



CITY OF COEUR D'ALENE ANNEXATION ORDINANCE NO.

**A PORTION OF THE SOUTH HALF OF SECTION 11 AND NORTH HALF OF SECTION 14, ALL IN
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO**

PLAT REFERENCES: RECORDS OF KOOTENAI COUNTY

- P1) PLAT OF TAYLOR'S PARK RECORDED IN BOOK B OF PLATS, PAGE 90.
- P2) PLAT OF NORTHWEST VILLAGE ADDITION IN BOOK G OF PLATS, PAGE 52.
- P3) PLAT OF HARBOR PLAZA CONDOS RECORDED IN BOOK 145, PAGES 355-362
- P4) PLAT OF HARBOR PLAZA IN BOOK F OF PLATS, PAGES 162-162A.
- P5) PLAT OF NORTH IDAHO COLLEGE SUBDIVISION IN BOOK K OF PLATS, PAGES 462-462B
- P6) PLAT OF BELLERIVE RECORDED IN BOOK J OF PLATS, PAGES 311-311C.
- P7) PLAT OF BELLERIVE 1ST ADDITION RECORDED IN BOOK K OF PLATS, PAGES 133-133D.
- P8) PLAT OF FORT SHERMAN RECORDED IN BOOK A OF PLATS, PAGE 75.

SURVEY REFERENCES: RECORDS OF KOOTENAI COUNTY

- R1) RECORD OF SURVEY RECORDED IN BOOK 13 OF SURVEYS, PAGE 68.
- R2) RECORD OF SURVEY RECORDED IN BOOK 26 OF SURVEYS, PAGE 363.
- R3) RECORD OF SURVEY RECORDED IN BOOK 25 OF SURVEYS, PAGE 321.
- R4) RECORD OF SURVEY RECORDED IN BOOK 22 OF SURVEYS, PAGE 113.
- R5) RECORD OF SURVEY RECORDED IN BOOK 9 OF SURVEYS, PAGE 47.
- R6) RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 242.

MISC. REFERENCES: RECORDS OF KOOTENAI COUNTY UNLESS OTHERWISE NOTED

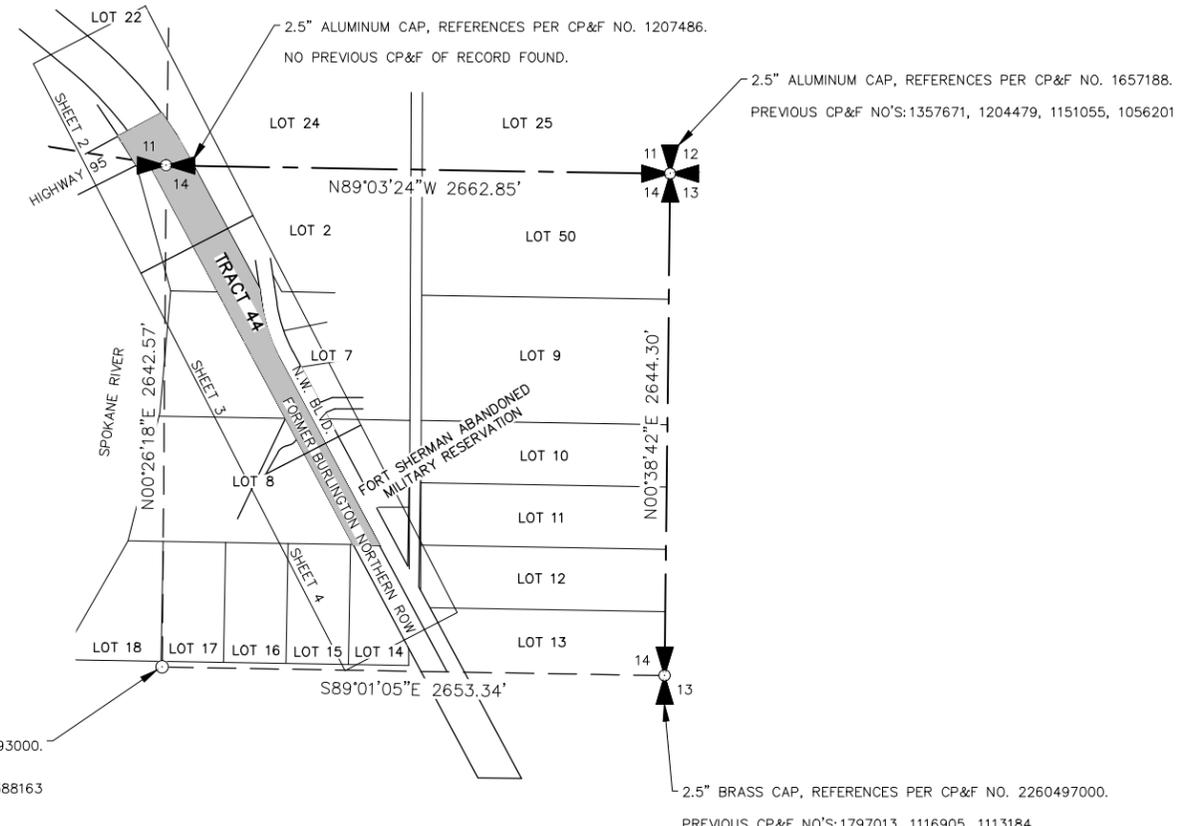
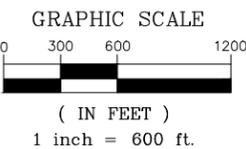
- M1) SPOKANE & INLAND EMPIRE (C. M. & S.P. R.R.) RAILROAD, TWO PAGES, FROM STA 255+65.2 TO 45+56. DATED FEB. 6, 1910.
- M2) COEUR D'ALENE & PEND D'OREILLE RIGHT OF WAY AND TRACK MAP, PAGE 3, FROM STA 75+21.4 TO 192+80.5. DATED JUNE 30, 1917.
- M3) GREAT NORTHERN RIGHT OF WAY AND TRACK MAP, PAGE 3 OF 3, FROM WASHINGTON STATE LINE TO ATLAS. NO DATE.
- M4) CHICAGO, MILWAUKEE & ST. PAUL RY. CO. RIGHT OF WAY AND TRACK MAP, PAGE 3, FROM STA 293+23.2 TO 86+24.1. DATED JUNE 30, 1915.
- M5) COEUR D'ALENE & PEND D'OREILLE RIGHT OF WAY AND TRACK MAP, PAGE 1 OF 3, FROM STA 180+00 TO 0+00. DATED OCT. 25, 1910.
- M6) COEUR D'ALENE & PEND D'OREILLE RIGHT OF WAY AND TRACK MAP, PAGE 2 OF 3, FROM STA 227+65 TO 140+48.1. DATED 1910.
- M7) BLM TRACT 44 DEPENDENT RESURVEY AND METES AND BOUNDS SURVEY, OFFICALLY FILED JANUARY 18, 2002, RECORDS OF GLO.

BASIS OF BEARING

GRID BEARING OF N89°03'24"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 14. THE PROJECT IS ON IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, 2011 ADJUSTMENT.

PURPOSE OF SURVEY

TO ANNEX THE SUBJECT PROPERTY INTO THE CITY OF COEUR D'ALENE.



LEGEND

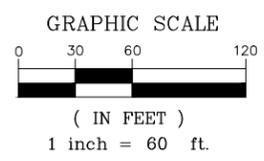
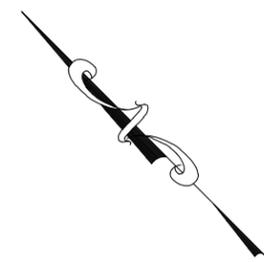
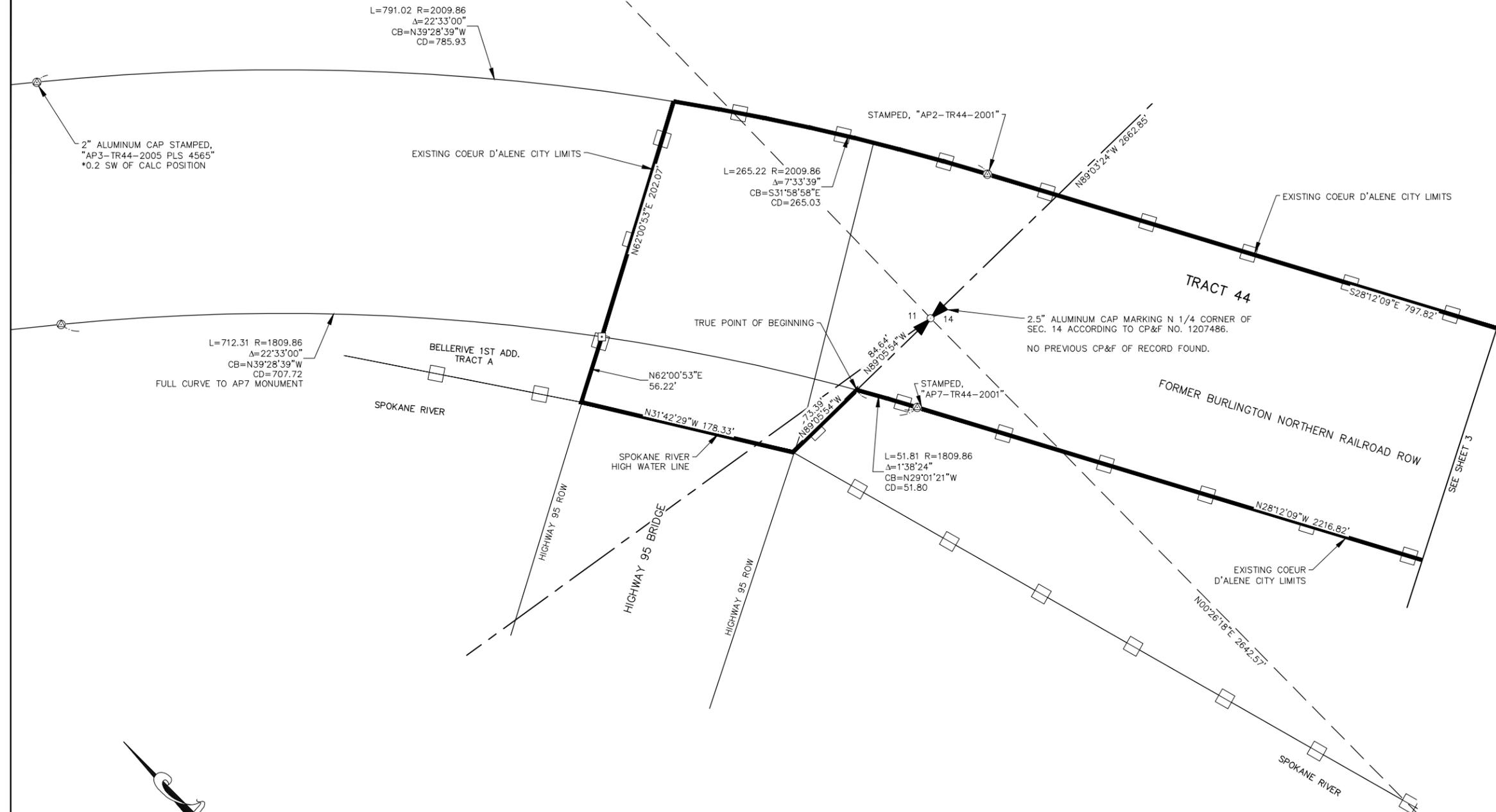
- FOUND SURVEY MONUMENT, AS NOTED
- ⊗ FOUND 3.25" ALUMINUM CAP BLM MONUMENT, MARKED AS NOTED
- ⊠ FOUND 5/8" REBAR WITH CAP MARKED, "PLS 4346"
- ⊕ FOUND 5/8" REBAR WITH CAP MARKED, "PLS 13419"



<p>WELCH-COMER ENGINEERS & SURVEYORS</p> <p>www.welchcomer.com 350 E. Kathleen Ave. Coeur d'Alene, ID 83815</p> <p>208-664-9382 (toll free) 877-815-5672 (fax) 208-664-5946</p>	<p>MAP FOR COEUR D'ALENE ANNEXATION</p> <p>A PORTION OF SECTIONS 11 & 14, T. 50 N., R. 4 W., B.M., KOOTENAI COUNTY, IDAHO</p>	<p>PROJECT NO.: 41196 DESIGNED BY: T.J.F. DRAWN BY: T.J.F. CHECKED BY: MLH DWG NAME: 196ANNEX-S.DWG DATE: 4-29-15 SCALE: 1" = 600' SHEET NO:</p>
<p>1 OF 4</p>		

CITY OF COEUR D'ALENE ANNEXATION ORDINANCE NO.

A PORTION OF THE SOUTH HALF OF SECTION 11 AND NORTH HALF OF SECTION 14, ALL IN
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



LEGEND	
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▭	ANNEXATION BOUNDARY



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MAP FOR
COEUR D'ALENE ANNEXATION

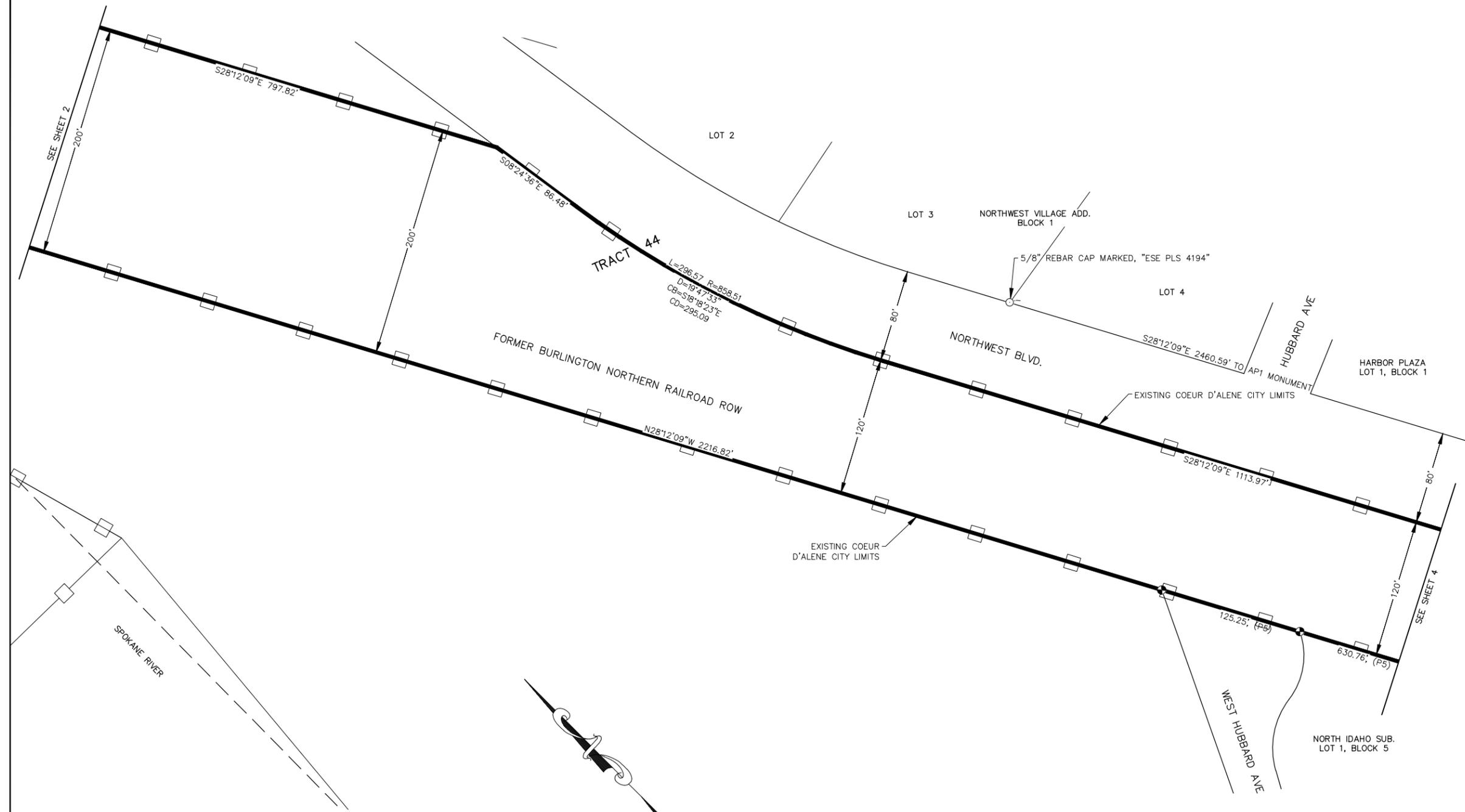
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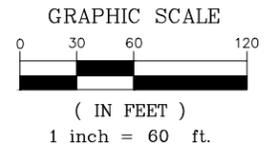
2 OF 4

CITY OF COEUR D'ALENE ANNEXATION ORDINANCE NO.

A PORTION OF THE SOUTH HALF OF SECTION 11 AND NORTH HALF OF SECTION 14, ALL IN
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SPOKANE RIVER



LEGEND	
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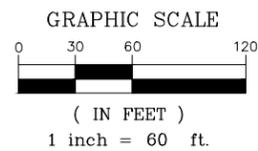
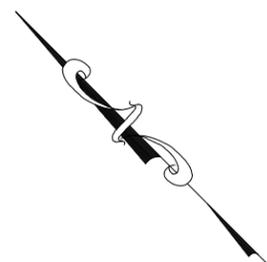
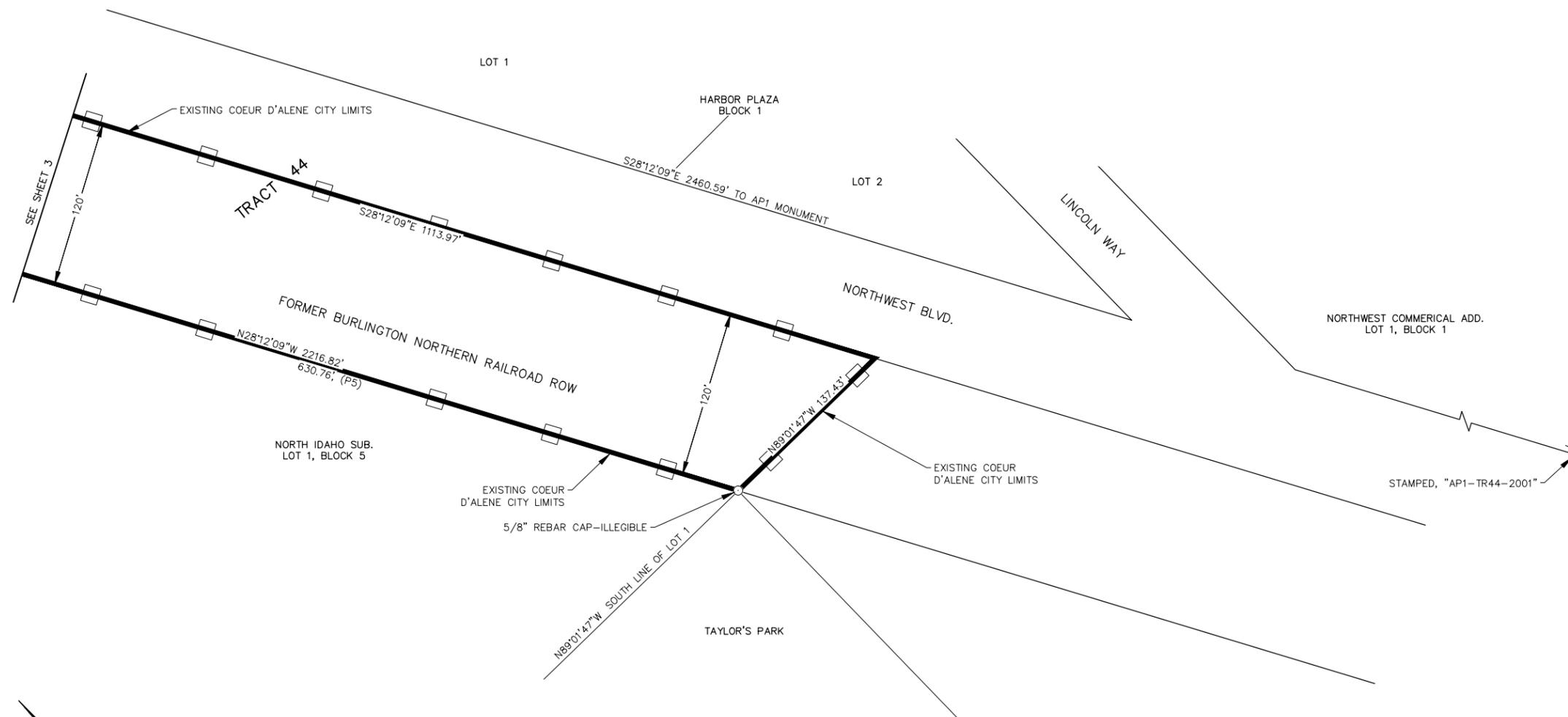
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CHECKED BY: MLH
DWG NAME: ANNEX-S.DWG
DATE: 4-29-15
SCALE: 1" = 60'
SHEET NO:

3 OF 4

CITY OF COEUR D'ALENE ANNEXATION ORDINANCE NO.

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KOOTENAI COUNTY, IDAHO

4 OF 4

**CITY COUNCIL
STAFF REPORT**

FROM: LORI BURCHETT, PLANNER
DATE: MAY 5, 2015
SUBJECT: ZC-1-15 – REQUEST FOR A ZONE CHANGE FROM R-12 TO C-17 ZONING DISTRICT
LOCATION: A ± 1.78-ACRE PARCEL AT 3113 GOVERNMENT WAY AND LEGALLY DESCRIBED AS **PARCEL 1:** THE SOUTH HALF OF LOT 5, AND NORTH 35 FEET OF LOT 4, THOMAS ADDITION. **PARCEL 2:** THE EAST HALF OF THE NORTH HALF OF LOT 5, AND THE EAST HALF OF THE SOUTH HALF OF LOT 6, THOMAS ADDITION.

APPLICANT:
Miller Development Group, LLC
2900 N. Government Way, Suite 310
Coeur d'Alene, ID 83815

PROPERTY OWNER(S):
Same as Applicant

PLANNING COMMISSION: At their regular monthly meeting on March 10, 2015, the Planning Commission unanimously recommended approval, without conditions, for the zone change request.

DECISION POINT:

Miller Development Group, LLC is requesting approval of a proposed zone change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre) zoning district.

GENERAL INFORMATION:

The applicant has applied for a zone change from Residential 12 (R-12) to Commercial 17 (C-17). The future intent of the property is to develop ministorage.





REQUIRED FINDINGS:

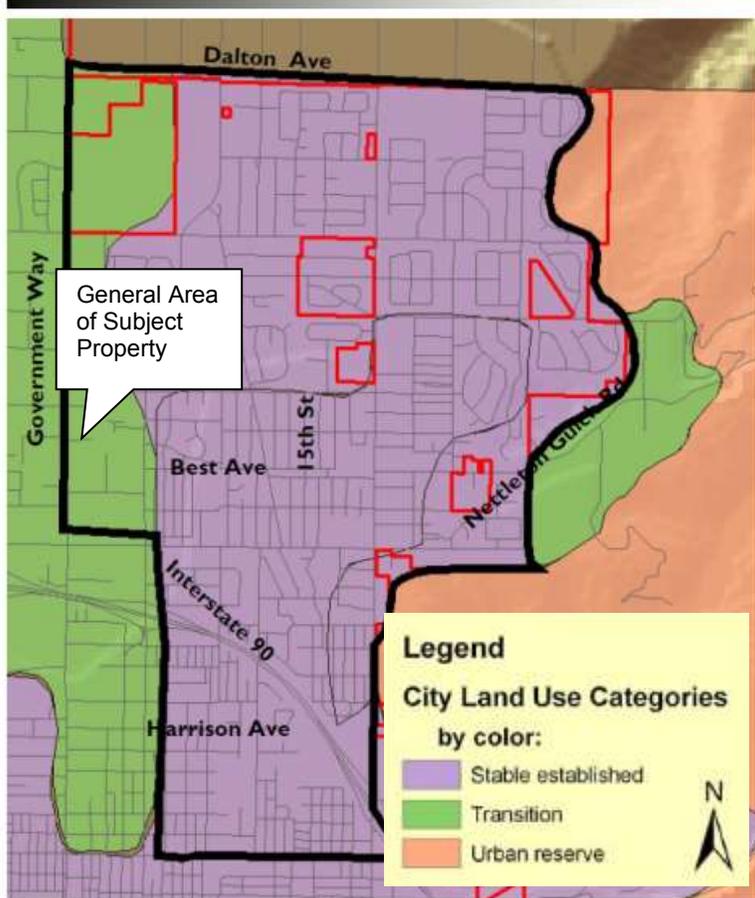
A. **Finding #B8A:** The proposal (is) (is not) in conformance with the Comprehensive Plan.

1. The subject property is within the existing city limits.
2. The City Comprehensive Plan Map designates this area as North East Prairie~ Transition

Use: NE Prairie Transition:

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

Land Use: NE Prairie



NE Prairie Today

This area is composed of a variety of zoning districts with a majority of residential density at three to eight units per acre (3-8:1). Lower density development becomes more prominent moving north. The NE Prairie provides a range of housing choices that includes a number of large recreation areas and small pocket parks.

Canfield Mountain and Best Hill act as the backdrop for this portion of the prairie. Much of the lower lying, less inhibitive areas have been developed. Pockets of development and an occasional undeveloped lot remain.

NE Prairie Tomorrow

It is typically a stable established housing area with a mix of zoning districts. The majority of this area has been developed. Special care should be given to the areas that remain such as the Nettleton Gulch area, protecting the beauty and value of the hillside and wetlands.

The characteristics of NE Prairie neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

2007 Comprehensive Plan Goals and Objectives that apply:

Goal #1: Natural Environment

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

Objective 1.12

Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14

Efficiency:

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

Objective 1.16

Connectivity:

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks and trail systems.

Goal #2: Economic Environment

Our Comprehensive Plan preserves the city's quality workplaces and encourages economic growth.

Objective 2.01

Business Image and Diversity:

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

Objective 2.04

Downtown & Neighborhood Service Nodes:

Prioritize a strong, vibrant downtown and compatible neighborhood service nodes throughout the city.

Objective 2.05

Pedestrian & Bicycle Environment:

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

Goal #3: Home Environment

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

Objective 3.01

Managed Growth:

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

Objective 3.05

Neighborhoods:

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

Objective 3.06

Neighborhoods:

Protect the residential character of neighborhoods by allowing residential/commercial/industrial transition boundaries at alleyways or along back lot lines if possible.

Objective 3.07

Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

Objective 3.10

Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

Objective 3.11

Historic Preservation:

Encourage the protection of historic buildings and sites.

Goal #4: Administrative Environment

Our Comprehensive Plan advocates efficiency and quality management in city government.

Objective 4.06

Public Participation:

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

Evaluation:

The City Council 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.

- B. **Finding #B8C: The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities and services.**

STAFF COMMENTS:

WATER:

The property currently has a single domestic water service extended from Government Way. Future development of the property will require extension of adequate water facilities but is not required for the proposed zone change.

-Submitted by Terry Pickel, P.E., Assistant Water Superintendent (2/27/2015)

STORMWATER

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. The applicant will be required to include a stormwater management plan with any building permit submittal for the subject property.

TRAFFIC/STREETS

The ITE Trip Generation Manual does not categorize storage facilities; therefore, volume

estimates for the project are unavailable. However, vehicle movements to/from facilities of this nature tend to be sporadic in nature and not concentrated during peak vehicle movement times.

Evaluation:

As a component of the site development, the developer in conjunction w/ the City, will be constructing 2nd Street to a full street section along the easterly boundary of the subject property between Anton and Neider Avenues. This connection will provide for multiple access links to arrive and depart the proposed facility. Also, the fact that Neider Avenue to the north is fully signalized will facilitate traffic movements off of 2nd Street. With this roadway and the adjacent connecting streets, traffic volumes should transition smoothly from the area.

-Submitted by Chris Bates, Engineering Project Manager (3/3/2015)

FIRE

The Fire Department has no comments or conditions attached to this zone change request. Any and all requirements per the International Fire Code 2012 Edition shall be reviewed and assessed during the permit process.

-Submitted by Bobby Gonder, Fire Inspector (2/24/2015)

WASTEWATER: The Wastewater Utility has no objections to this Zone Change as proposed. Any wastewater conditions will be addressed during the permitting process.

-Submitted by Mike Becker, Utility Project Manager (2/24/2015)

Evaluation: *The City Council must determine if the location, design, and size of the proposal are such that the development will or will not be adequately served by existing streets, public facilities and services.*

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

PHYSICAL CHARACTERISTICS:

There are no topographical or other physical constraints that would make the subject property unsuitable for the request.



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

TRAFFIC:

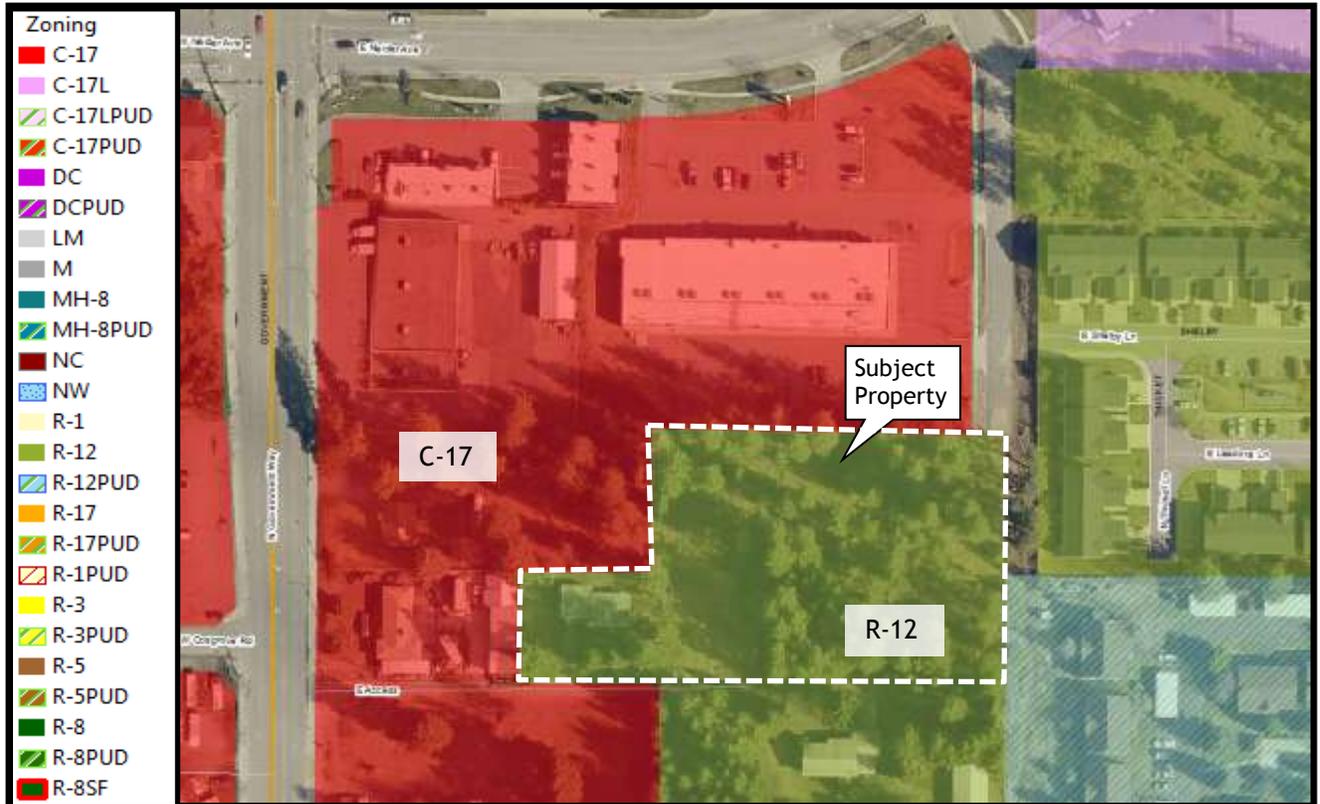
The proposed zone change will not impact traffic generation from the subject property.

3. Photo from Government Way towards subject property access road:



EXISTING LAND USES

4. Zoning:



Existing Residential 12 (R-12) Zoning District

This district is intended as a residential area that permits a mix of housing types at a density of not greater than 12 dwelling units per gross acre.

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

<i>Principal uses</i>	<i>Accessory uses</i>	<i>Special Use Permit</i>
single family housing	carport, garage and storage structures (attached or detached)	boarding house
duplex housing	private recreation facility (enclosed or unenclosed)	child care facility
pocket housing	accessory dwelling unit	community assembly
home occupations as defined in Sec. 17.06.705		community education
essential services (underground)		community organization
civic administrative offices		commercial recreation
neighborhood recreation		convenience sales
public recreation		essential service (above ground)
single family housing		>6 ft. fence to enclose game area
duplex housing		handicapped or minimal care facility
pocket housing		juvenile offenders facility
home occupations as defined in Sec. 17.06.705		noncommercial kennel
essential services underground)		religious assembly
civic administrative offices		restriction to single family
neighborhood recreation		2 unit per gross acre density increase (only for pocket housing)
		bed & breakfast facility
		group dwelling – detached housing
		commercial film production
		boarding house
		child care facility
		community assembly
		community education
		community organization
		commercial recreation
		convenience sales

Proposed Commercial 17 (C-17) Zoning District:

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

Principal Uses

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

<i>Principal Uses</i>		<i>Special Use Permit</i>	<i>Parking</i>
Residential Activities	Sales Activities	Residential Activities	Single Family & Duplex
single family housing (as specified in the R-8 district)	ag. supplies & commodity sales	residential density at R-34	2 paved off-street spaces for each unit.
duplex housing (as specified in the R-12 district)	automobile & accessory sales		
pocket residential	business supply retail sales	Civic Activities	Pocket
multiple family (as specified in the R-17 district)	construction retail sales	criminal transitional facility	1 space for each 1 bedroom unit. 2 paved spaces for 2+ bedrooms.
home occupation	convenience sales	extensive impact	
boarding house	department stores	wireless communication facility	Multi-Family
group dwelling	farm equipment sales		studio: 1 paved spaces are required for each unit.
	food & beverage sales, (on & off site consumption)	Service & Sales Activities	1 bedroom: 1.5 paved spaces are required for each unit.
Civic Activities	retail gasoline sales	adult entertainment service & sales	2+ bedroom: 2 paved spaces are required for each unit.
child care facility	home furnishing retail sales	auto camp	
community assembly	finished goods retail sales	veterinary office utilizing some outdoor space	General commercial uses
community education	specialty retail sales		retail sales (non-restaurant): 1 paved off-street space for each 330 sq. ft. of gross floor area.
community organization	Service Activities:	Wholesale & Industrial Activities	restaurant: 1 sp. /330 or 1 sp. / 200 if over 1000 sq. ft. of floor area.
essential service	administrative & professional offices	custom manufacturing	office 1 space / 330 sq. ft. of floor area.

handicapped or minimal care facility	automotive fleet storage	underground bulk liquid fuel storage
hospital / health care juvenile offenders facility	automotive parking automobile rental	warehouse/storage
neighborhood recreation	automobile repair & cleaning	
nursing/ convalescent homes	banks & financial institutions	
public recreation	building maintenance service	
rehabilitative facility	business support service	
religious assembly	commercial film production	
Accessory Uses carport, garage and storage structures (attached or detached)	commercial recreation	
private recreation facility (enclosed or unenclosed)	communication service	
management office	consumer repair service	
open areas and swimming pools	convenience service	
temporary construction yard	funeral service	
temporary real estate office	general construction service	
apartment for resident caretaker	group assembly	
accessory dwelling unit	kennels: commercial & noncommercial	
	laundry service	
	motel/hotel	
	mini-storage facility	
	personal service establishments	
	veterinary clinic (indoor)	
Commercial Design Guidelines		
Some items affected: sidewalk width/design, street trees/buffer yards, landscaping, windows/blank walls, entrances facing street.		

Previous actions:



Generalized land use:



Existing/adjacent land uses:

The existing land uses in the area are primarily single-family, commercial uses, RV park, and some vacant properties.

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.*

APPLICABLE CODES AND POLICIES:

Utilities

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.

Streets

3. All new streets shall be dedicated and constructed to City of Coeur d'Alene standards.
4. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

Stormwater

5. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

PROPOSED CONDITIONS: None from Engineering.

PROPOSED CONDITIONS: None

ORDINANCES & STANDARDS USED FOR EVALUATION:

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

ACTION ALTERNATIVES:

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

Applicant: Miller Development
Location: 3113 N. Government Way
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17units/acre) zoning district.
QUASI-JUDICIAL (ZC-1-15)

Planner Burchett presented the staff report and answered questions from the Commission.

Commission Ingalls inquired about the traffic calculations and questioned if they were based on a mini storage, as indicated in the narrative, or based on the C-17 zone.

Planner Burchett explained that the traffic calculations were based on the many uses included in the C-17 zone and not on what the applicant intends to build.

Commissioner Bowlby inquired if 2nd street will be used as another access road to Government Way.

Planner Burchett explained that in the staff report - under engineering comments - the developer, in conjunction with the City, will be constructing 2nd Street to a full street section along the easterly boundary of the subject property between Anton and Neider Avenues.

Public testimony open:

Chad Oakland, applicant representative, stated that the applicant intends to put a mini storage on the property and feels that a C-17 zone is appropriate since the property is surrounded by other C-17 properties.

Commissioner Bowlby commented that 2nd Street needs to be constructed and questioned if a condition could be added to ensure this happens.

City Deputy Attorney Wilson explained that the construction of 2nd Street will be discussed at the time a building permit is issued.

John Kulhanek stated that he is concerned if 2nd Street is constructed as his garage sits close to the easement next to 2nd Street.

Deputy City Attorney Wilson explained that the future extension of 2nd Street will be constructed to the North and Mr.Kulhanek's garage is located to the South. In the future if this happens, the city will need to acquire the additional property from the owners.

Allen Lee stated that the address for this property is wrong and explained that the Bambi Trailer Park has the address of 3113 N. Government Way.

Planner Burchett explained that the county in 2004 did readdressing for mobile home parks and that the new addresses were readdressed using the internal streets within the park.

Public testimony closed:

Commissioner Ingalls feels a C-17 zone is appropriate since the property is surrounded by C-17. He stated that he is not worried about the construction of 2nd Street, since it will be dealt with at the time the building permit is issued.

Motion by Ingalls, seconded by Messina, to approve Item ZC-1-15. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on, March 10, 2015 , and there being present a person requesting approval of a proposed zone change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre) zoning district.

APPLICANT: MILLER DEVELOPMENT GROUP, LLC

LOCATION: A ± 1.78-ACRE PARCEL AT 3113 GOVERNMENT WAY AND LEGALLY DESCRIBED AS **PARCEL 1:** THE SOUTH HALF OF LOT 5, AND NORTH 35 FEET OF LOT 4, THOMAS ADDITION. **PARCEL 2:** THE EAST HALF OF THE NORTH HALF OF LOT 5, AND THE EAST HALF OF THE SOUTH HALF OF LOT 6, THOMAS ADDITION

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

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

- B1. That the existing land uses are primarily single-family, commercial uses, RV Park, and some vacant properties.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (Residential at 12 units/acre) zoning district.
- B4. That the notice of public hearing was published on, February 21, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, February 25, 2015, which fulfills the proper legal requirement.
- B6. That 141 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on February 20, 2015.
- B7. That public testimony was heard on March 10, 2015.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
This is an area in transition

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

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

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

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on staff comments.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because of staff comments.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses based on the traffic analysis and that the zoning is compatible with the surrounding parcels.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of MILLER DEVELOPMENT GROUP, LLC for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

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

ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Messina	Voted Yes

Commissioner Ward was absent.

Motion to approve carried by a 4 to 0 vote.



CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on May 5, 2015 , and there being present a person requesting approval of ITEM: ZC-1-15 , a request for a zone change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre) zoning district.

APPLICANT: MILLER DEVELOPMENT GROUP, LLC

LOCATION: A ± 1.78-ACRE PARCEL AT 3113 GOVERNMENT WAY AND LEGALLY DESCRIBED AS **PARCEL 1:** THE SOUTH HALF OF LOT 5, AND NORTH 35 FEET OF LOT 4, THOMAS ADDITION. **PARCEL 2:** THE EAST HALF OF THE NORTH HALF OF LOT 5, AND THE EAST HALF OF THE SOUTH HALF OF LOT 6, THOMAS ADDITION

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

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are primarily single-family, commercial uses, RV Park, and some vacant properties.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (Residential at 12units/acre) zoning district.
- B4. That the notice of public hearing was published on, April 18, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, April 20, 2015 which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on
- B7. That public testimony was heard on May 5, 2015.

B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

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

Criteria to consider for B10:

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

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

Criteria to consider for B11:

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **MILLER DEVELOPMENT GROUP LLC** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

None.

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

ROLL CALL:

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Evans	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	Voted _____
Council Member Miller	Voted _____

Mayor Widmyer Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR STEVE WIDMYER

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

A. INTRODUCTION

This matter having come before the City Council on May 5, 2015 , and there being present a person requesting approval of ITEM: ZC-1-15 , a request for a zone change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre) zoning district.

APPLICANT: MILLER DEVELOPMENT GROUP, LLC

LOCATION: A ± 1.78-ACRE PARCEL AT 3113 GOVERNMENT WAY AND LEGALLY DESCRIBED AS **PARCEL 1:** THE SOUTH HALF OF LOT 5, AND NORTH 35 FEET OF LOT 4, THOMAS ADDITION. **PARCEL 2:** THE EAST HALF OF THE NORTH HALF OF LOT 5, AND THE EAST HALF OF THE SOUTH HALF OF LOT 6, THOMAS ADDITION

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

- B1. That the existing land uses are primarily single-family, commercial uses, RV Park, and some vacant properties.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (Residential at 12units/acre) zoning district.
- B4. That the notice of public hearing was published on, April 18, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, April 20, 2015 which fulfills the proper legal requirement.
- B6. That 126 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on April 17, 2015.
- B7. That public testimony was heard on May 5, 2015 including:
Lori Burchett, City Planner:

Ms. Burchett gave the staff report and explained that the planning commission recommended approval of the zone change. She noted that there have been several other zone change requests within the area from R-12 to C-17 that have previously been approved. She reviewed the necessary findings and explained the staff analysis contained in the staff report explaining

that utilities are available within the area (within 200 feet) but may need to be increased and/or extended with development. A storm water management plan would be required for development of the property and the trip generation would be sporadic and not concentrated. Ms. Burchett stated that the applicant was interested in extending 2nd Street and the Fire Department is agreeable to the future access capability to the site. There are no recommended conditions with the request.

Chad Oakland, Applicant:

Mr. Oakland testified that he is the owner of Miller Development Group, the applicant. He clarified that he does plan to build storage units and it is his understanding that the utilities can handle the C-17 zone uses. Mr. Oakland stated that Mr. Kulhanek, who is noted in favor of the zone change, lives adjacent to the proposed property.

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

The Comprehensive Plan designates the subject property as “in transition” within the NE Prairie land use area. The Plan indicates that the planning area will continue to develop with commercial uses concentrated in existing commercial areas along arterials with neighborhood service areas where appropriate. Here the existing property is bordered by C-17 zoning to the north, west and south. Additionally, the subject property is in near proximity to Government Way, an arterial, as well as the commercial areas along Neider Ave. As such, the proposed zoning is consistent with the land use planned for this area in the Comprehensive Plan.

B9. That public facilities and utilities **are** available and adequate for the proposed use.

Both Ms. Burchett and Mr. Oakland testified that city utility lines are available in the immediate area (within 200 feet) and are adequate to serve the property. The staff report noted that any traffic impacts created by this proposal would transition smoothly from the area given that there will be multiple access points for the property. There was no testimony or other evidence received on these issues. As such, we find that this condition of approval is satisfied.

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

The staff report notes that there are no topographical constraints on this site. There was no other evidence received on this finding. As such, we find this condition of approval satisfied.

B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **or** existing land uses.

As noted above, the staff report indicates that traffic will be quickly dissipated. Additionally, the area is largely surrounded by other commercial properties or properties in transition as noted in the staff report. Given that, we find that the proposal will not adversely affect the surrounding area with regard to traffic, neighborhood character or existing land uses.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **MILLER DEVELOPMENT GROUP LLC** for a zone change, as described in the application should be **approved**.

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

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.

MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 15-1024

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 R-12 [RESIDENTIAL AT 12 UNITS/ACRE] TO C-17 [COMMERCIAL AT 17 UNITS/ACRE], SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A ± 1.78-ACRE PARCEL AT 3113 GOVERNMENT WAY; 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:

A ± 1.78-ACRE PARCEL AT 3113 GOVERNMENT WAY AND LEGALLY DESCRIBED AS PARCEL 1: THE SOUTH HALF OF LOT 5, AND NORTH 35 FEET OF LOT 4, THOMAS ADDITION. PARCEL 2: THE EAST HALF OF THE NORTH HALF OF LOT 5, AND THE EAST HALF OF THE SOUTH HALF OF LOT 6, THOMAS ADDITION.

is hereby changed and rezoned from R-12 [Residential AT 12 units/acre] TO C-17 [Commercial at 17 units/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 three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 6, 2015.

APPROVED this 6th day of October, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Zone Change – ZC-1-15 at 3113 N. Government Way

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 R-12 [RESIDENTIAL AT 12 UNITS/ACRE] TO C-17 [COMMERCIAL AT 17 UNITS/ACRE], SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A ± 1.78-ACRE PARCEL AT 3113 GOVERNMENT WAY; 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, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, **Zone Change – ZC-1-15 at 3113 N. Government Way**, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 6th day of October, 2015.

Warren J. Wilson, Chief Civil Deputy City Attorney

**CITY COUNCIL
STAFF REPORT**

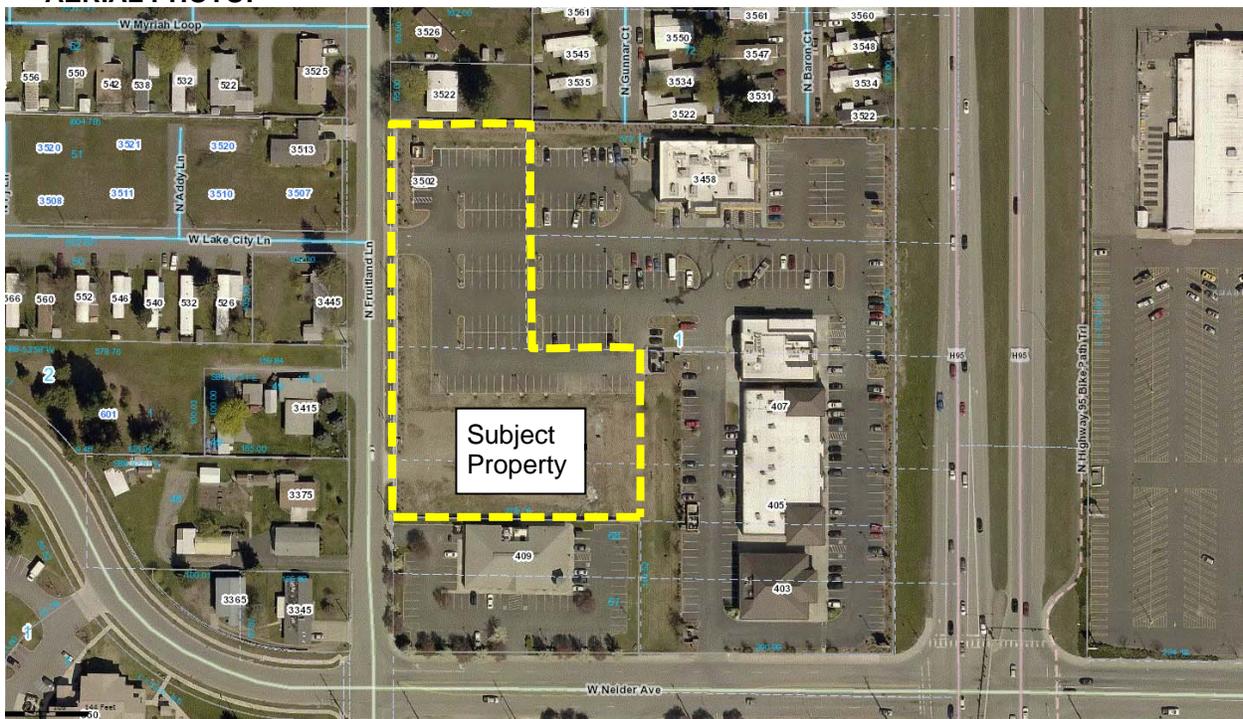
FROM: SEAN E. HOLM, PLANNER
DATE: AUGUST 18, 2015
SUBJECT: ZC-4-15 - ZONE CHANGE FROM R-17 TO C-17
LOCATION: A PORTION OF A PARCEL FRONTING FRUITLAND LN. NORTH OF NEIDER AVE. WEST OF U.S. HWY 95 MEASURING 2.16AC+/-

APPLICANT/OWNER:
CDA Enterprises, LLC
1719 South Rocky Ridge Dr.
Spokane, WA 99212

DECISION POINT:
CDA Enterprises, LLC is requesting approval of a Zone Change from R-17 (Residential at 17 units/acre) to C-17 (Commercial at 17 units/acre). The subject property is commonly known as 3502 N. Fruitland Ln.

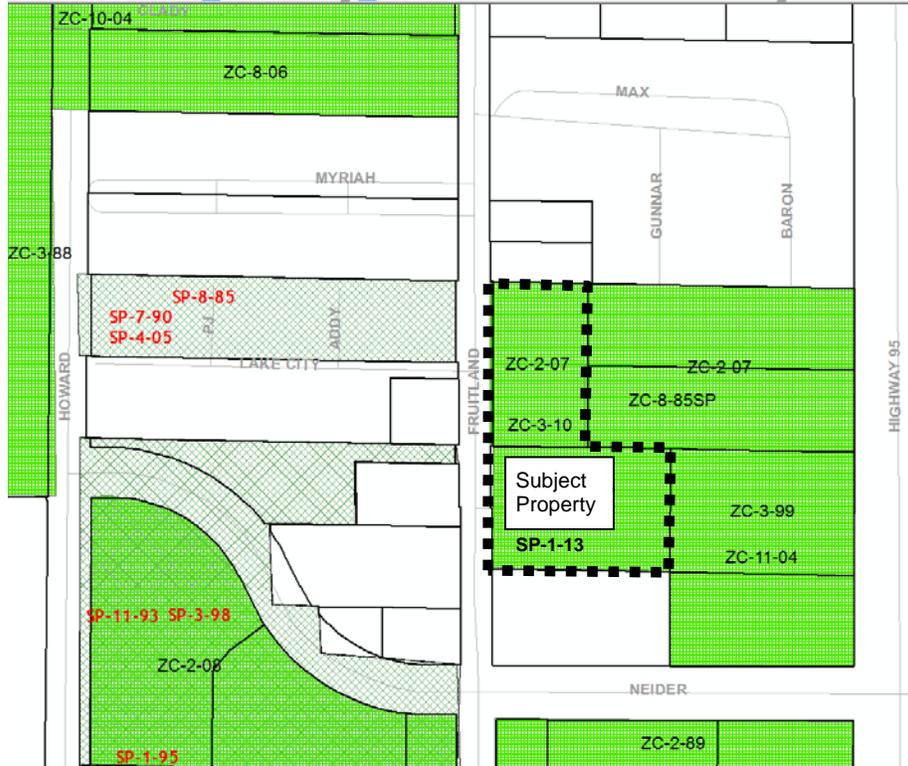
BACKGROUND INFORMATION:
The R-17 subject property is located east of N. Fruitland Lane north of W. Neider Ave. as depicted in the aerial photo below. The site was approved for commercial parking by way of special use permit in March 2013. On July 14, 2015 the Planning Commission approved the request by a vote of 6 to 0.

AERIAL PHOTO:



PRIOR LAND USE ACTONS ON SUBJECT PROPERTY AND SURROUNDING PROPERTIES:

(* denotes subject property)



Zone Changes:

ZC-8-85SP	R-12 to MH-8, Mini Storage SUP	7.16.85 Approved
ZC-3-88	C-17 to M	2.16.88 Approved
ZC-2-89	R-12 & R-17 to C-17	3.7.89 Approved
ZC-3-99	R-12 TO C-17	8.03.99 Approved
ZC-10-04	MH8 to R-12	3.1.05 Approved
ZC-11-04	R-12 to C-17	1.18.05 Approved
ZC-8-06	MH-8 to R-12	9.19.06 Approved
ZC-2-07*	MH8 to R-12 & C-17	3.20.07 Approved
ZC-2-08	MH8 to R-17	5.20.08 Approved
ZC-3-10*	R-12 to R-17	4.20.10 Approved

Special Use Permits:

SP-8-85	MH-8 Park	6.11.85 Approved
SP-7-90	Mini Storage	9.11.90 Approved
SP-11-93	MH-8 Park	9.14.93 Approved
SP-1-95	MH-8 Park	1.24.95 Approved
SP-3-98	MH-8 Park	3.24.98 Approved
SP-4-05	MH-8 Park	5.10.05 Approved
SP-1-13*	Commercial Parking in R-17	3.26.13 Approved

REQUIRED FINDINGS:

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

1. The subject property is within the existing city limits.
2. The City Comprehensive Plan Map designates this area as The Fruitland District - Transition:



Transition:

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

Fruitland Today:

Fruitland is generally known as the area bordered by commercial uses along US 95, Kathleen Avenue to the north, commercial uses on Appleway Avenue south, and the area separated by manufacturing and residential along the west.

The Fruitland area is home to diverse land uses. Commercial uses are common near major corridors transitioning to single-family housing with pockets of multi-family housing and mobile home parks. Manufactured homes are prevalent in areas removed from the US 95 corridor, and continued growth provides affordable housing for residents. Fruitland has the largest concentration of mobile home zoned property within city limits.

Topography is generally flat and development opportunities exist. A recent wastewater main extension north to Bosanko provides opportunity for development.

Fruitland Tomorrow:

Generally this area is envisioned as a commercial corridor with adjacent multi-family uses and will maintain a mix of the housing types that currently exist. Commercial and manufacturing will continue to expand and care must be used for sensitive land use transition. A traffic study for US 95 is underway which may affect future development in this area.

The characteristics of Fruitland neighborhoods will be:

- That overall density will approach eight residential units per acre (8:1).
- That single- and multi-family housing should be located adjacent to compatible uses.
- Pedestrian and bicycle connections are encouraged.
- Uses that strengthen neighborhoods are encouraged.

The characteristics of Fruitland commercial areas will be:

- Commercial buildings will remain lower in scale than in the downtown core.
- Native variety trees will be encouraged along commercial corridors.

Significant Comprehensive Plan policies for consideration:

Objective 1.12

Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14

Efficiency:

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

Objective 2.01

Business Image & Diversity:

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

Objective 3.05

Neighborhoods:

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

Objective 4.01

City Services:

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

Objective 4.06

Public Participation:

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

Evaluation:

The City Council 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.

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

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. The applicant will be required to include a stormwater management plan with any building permit submittal for the subject property.

-Submitted by Chris Bates, Engineering Project Manager

STREETS:

The proposed subdivision is bordered by Fruitland Lane which is a fully developed road section at the area of request. No changes to the streets adjoining the subject property will be required.

-Submitted by Chris Bates, Engineering Project Manager

WATER:

There is adequate capacity in the public water system to serve this property. A 12" water main exists in the Fruitland Ln. right of way on the western edge of the property. There is one existing ¾" service to the property.

-Submitted by Terry Pickel, Assistant Water Superintendent

SEWER:

The Wastewater Utility has no objections to this Zone Change as proposed. The public sewer main is located adjacent to the subject property's western property line. The Wastewater Utility presently has the wastewater system capacity and willingness to serve this project.

-Submitted by Mike Becker, Utility Project Manager

FIRE:

The Fire Department works with the Engineering and Water 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 building permit or site development, utilizing the currently adopted International Fire Code (IFC) for compliance.

-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.*

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

PHYSICAL CHARACTERISTICS:

The site is generally flat with C-17 commercial and MH-8 residential uses abutting and adjacent. There are no topographical or other physical constraints that would make the subject property unsuitable for the request. Currently there is a parking lot, a Tesla charging station, and a vacant pad for future development on the subject property.

SITE PHOTOS:

Southwest corner of property looking north along Fruitland Lane:



Southeast corner of property looking northwest to Fruitland Lane:



Interior of property looking west to Fruitland Lane:



Interior of site looking southeast toward existing development along US-95 & Neider Ave.:



Developed parking lot looking southwest toward Neider Ave.:



Portion of property to the south remaining as "pad" for development (close-up):



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.*

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

TRAFFIC:

Although there is no proposed use at this time, the proposed rezoning would, in theory, allow other uses that could generate additional traffic. The proposed C-17 zone could present a number of commercial uses that generate increased traffic volumes.

Any change in use and related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore potential traffic impacts need not be addressed at this time.

The subject property adjoins streets that present a multitude of points of ingress and egress. There is signalized access to the east that connects to the City's main north/south arterial roadway (US Hwy. 95), and, multiple roadway connections that link with other north/south and east/west arterials and collectors. The adjacent and/or connecting streets will accommodate the additional traffic volumes that may be generated.

-Submitted by Chris Bates, Engineering Project Manager

NEIGHBORHOOD CHARACTER:

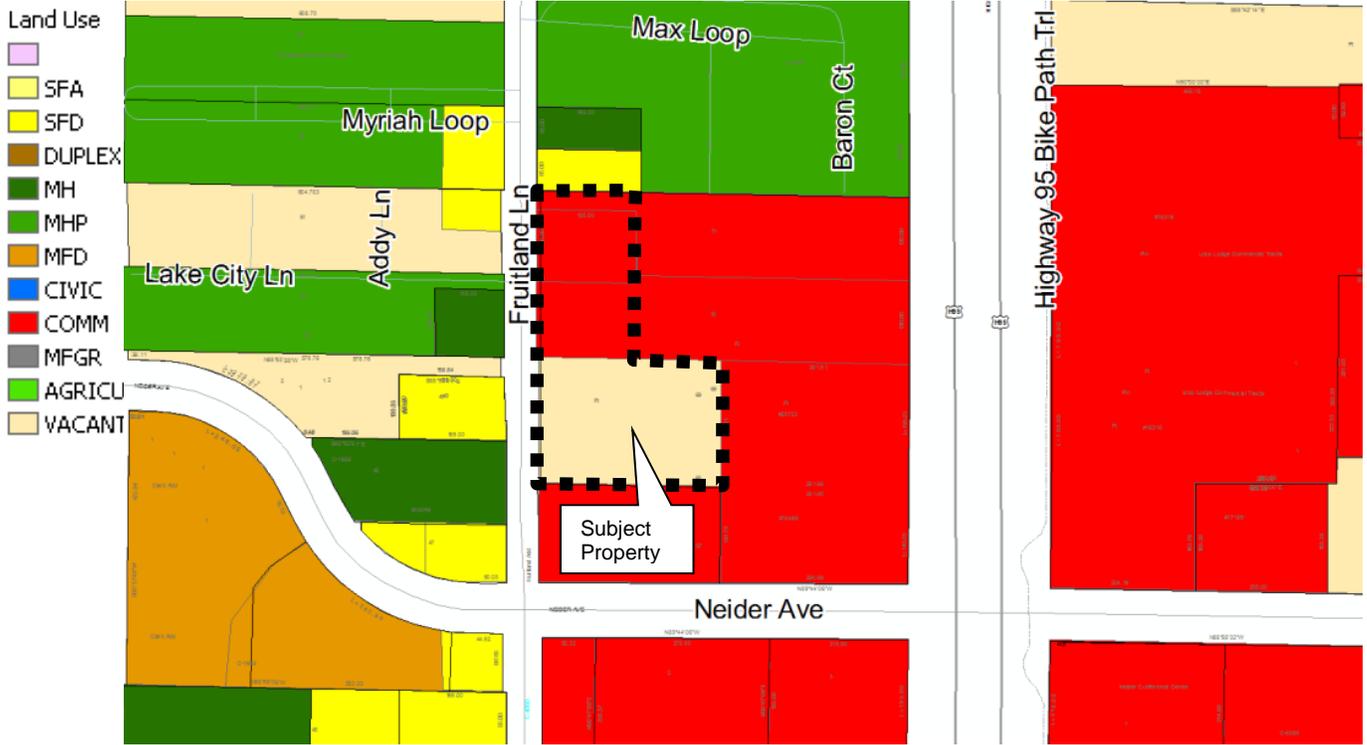
From 2007 Comprehensive Plan: Fruitland Today

Fruitland is generally known as the area bordered by commercial uses along US 95, Kathleen Avenue to the north, commercial uses on Appleway Avenue south, and the area separated by manufacturing and residential along the west.

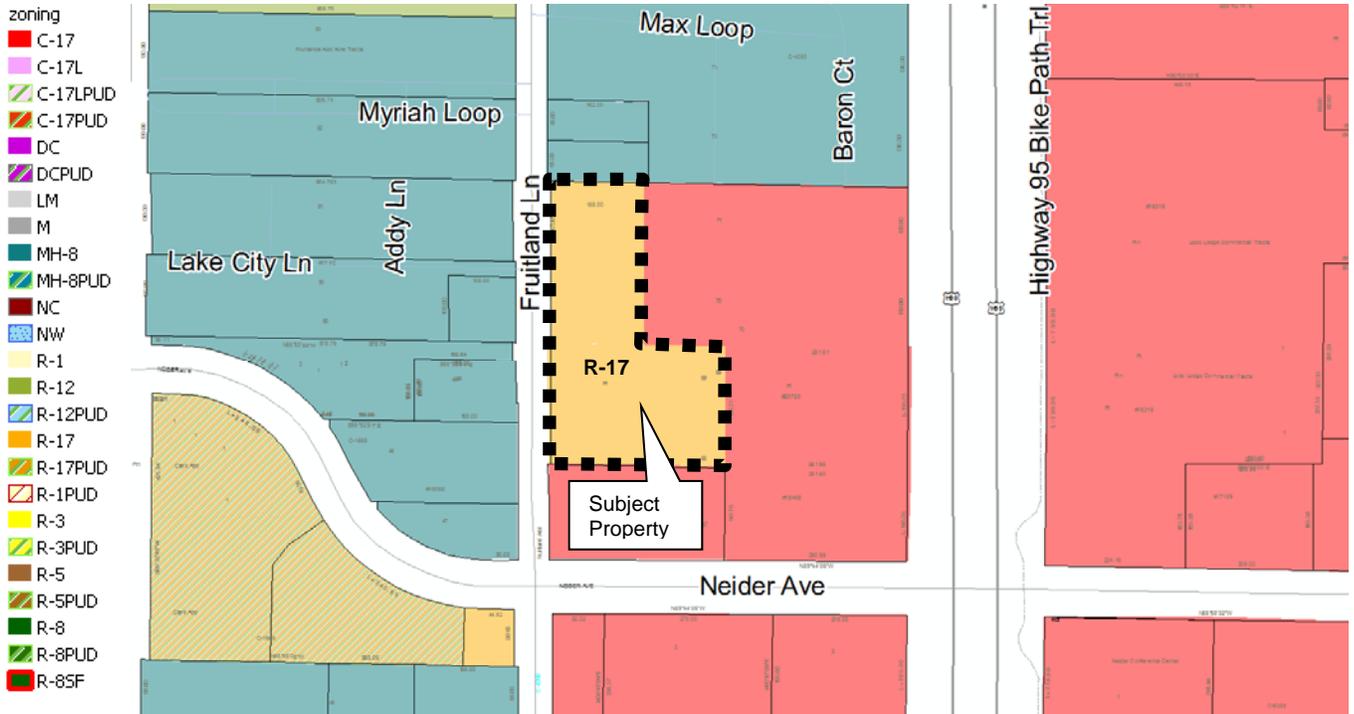
The Fruitland area is home to diverse land uses. Commercial uses are common near major corridors transitioning to single-family housing with pockets of multi-family housing and mobile home parks. Manufactured homes are prevalent in areas removed from the US 95 corridor, and continued growth provides affordable housing for residents. Fruitland has the largest concentration of mobile home zoned property within city limits.

Topography is generally flat and development opportunities exist. A recent wastewater main extension north to Bosanko provides opportunity for development.

GENERALIZED LAND USE PATTERN:



ZONING:



Approval of the zone change request could intensify the potential use of the property by increasing the allowable uses by right from R-17 uses to C-17 uses (as listed below).

Existing R-17 Zoning District:

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

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

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

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

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

Proposed C-17 Zoning District:

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

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

- Administrative offices
- Agricultural supplies and commodity sales
- Automobile and accessory sales
- Automobile parking when serving an adjacent business or apartment
- Automobile renting
- Automobile repair and cleaning
- Automotive fleet storage
- Automotive parking
- Banks and financial institutions
- Boarding house
- Building maintenance service
- Business supply retail sales
- Business support service
- Childcare facility
- Commercial film production
- Commercial kennel
- Commercial recreation
- Communication service
- Community assembly
- Community education
- Community organization
- Construction retail sales
- Consumer repair service
- Convenience sales
- Convenience service
- Department stores
- Duplex housing (as specified by the R-12 district)

- Essential service
- Farm equipment sales
- Finished goods wholesale
- Food and beverage stores, on/off site consumption
- Funeral service
- General construction service
- Group assembly
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Home furnishing retail sales
- Home occupations
- Hospitals/healthcare
- Hotel/motel
- Juvenile offenders facility
- Laundry service
- Ministorage facilities
- Multiple-family housing (as specified by the R-17 district)
- Neighborhood recreation
- Noncommercial kennel
- Nursing/convalescent/rest homes for the aged
- Personal service establishments
- Pocket residential development (as specified by the R-17 district)
- Professional offices
- Public recreation
- Rehabilitative facility
- Religious assembly
- Retail gasoline sales
- Single-family detached housing (as specified by the R-8 district)
- Specialty retail sales
- Veterinary office

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

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

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.*

PROPOSED CONDITIONS:

None.

ORDINANCES & STANDARDS USED FOR EVALUATION:

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

ACTION ALTERNATIVES:

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

PROPERTY INFORMATION

1. Gross area: (all land involved): ± 2,2 acres, and/or _____ sq.ft.
2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): ± 2,2 acres, and/or _____ sq. ft.
3. Total number of lots included: One (1)
4. Existing land use: Commercial Parking + Vacant lot
5. Existing Zoning (check all that apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8
NC CC C-17 C-17L DC LM M
6. Proposed Zoning (check all the apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8
NC CC C-17 C-17L DC LM M

JUSTIFICATION

Please use this space to state the reason(s) for the requested zone change and include comments on the 2007 Comprehensive Plan Category, Neighborhood Area, and applicable Special Areas and appropriate goals and policies and how they support your request.

The proposed zone change is on a portion of tax parcel C-K458-001-001-0 and is for ± 2.2 acres of a 6.9 acre tract as shown on the attached site plan. The R-17 property is also zoned for commercial parking to serve adjacent commercial uses per a special use permit. The surrounding land use on the 4.7 acres of the parcel is C-17 and the parcel immediately south, 409 W. Neider is C-17. A change in zoning from R-17 to C-17 allows for retail, office and medical users, which is in character and in harmony with the surrounding land use and zoning.

Note: The 2007 Comprehensive Plan is available by going to www.cdavid.org under Departments / Planning



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

A. INTRODUCTION

This matter having come before the Planning Commission on, June 14, 2015, and there being present a person requesting approval of ZC-4-15 A zone change from R-17 (Residential at 17 units/acre) to C-17 (Commercial at 17 units/acre).

APPLICANT: CDA ENTERPRISES, LLC

LOCATION: A PORTION OF A PARCEL FRONTING FRUITLAND LN. NORTH OF NEIDER AVE. WEST OF U.S. HWY 95 MEASURING 2.16AC+/-

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

- B1. That the existing land uses are Commercial - retail sales and service, vacant parcels, and residential - single-family, mobile-homes.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-17.
- B4. That the notice of public hearing was published on, June 27, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, July 2, 2015, which fulfills the proper legal requirement.
- B6. That 70 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on June 26, 2015.
- B7. That public testimony was heard on July 14, 2015.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
Objective 2.01 – Business Image & Diversity: Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.
- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on staff comments from various departments in the staff report and that the property is surrounded by commercial property.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the parcel is surrounded by commercial property.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses based on staff comments that the adjacent streets will accommodate the additional traffic volumes that may be generated with future development.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of CDA ENTERPRISES, LLC for a zone change, as described in the application should be approved. Special conditions applied are as follows:

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

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.



CHAIRMAN BRAD JORDAN

Applicant: CDA Enterprises, LLC
Location: 3502 N. Fruitland Lane
Request: A proposed zone change from R-17 (Residential at 17units/acre) to C-17 (Commercial at 17units/acre) zoning district QUASI-JUDICIAL (ZC-4-15)

Planner Holm presented the staff report. There were no questions for staff.

Public testimony open:

Paul Delay, applicant, Spokane, stated that in the past, working with the city has been a win/win partnership. He explained that this request intends to build some type of retail or an office building on this pad. He asked if the commission had any questions.

There were no questions for the applicant.

Linda Keaton, Coeur d'Alene, stated that she lives in the mobile home park next to Golden Corral and is concerned with the construction process for the project. She explained that recently there was a small earthquake in the area and that some of the screws came lose that were holding up her siding on her trailer, and hopes that the vibration from the construction site won't affect her property.

Public testimony closed.

Motion by Messina, seconded by Rumpler, to approve Item ZC-4-14. Motion approved.

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.

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

A. INTRODUCTION

This matter having come before the City Council on August 18, 2015, and there being present a person requesting approval of ITEM: ZC-4-15, a request for a zone change from R-17 (Residential at 17 units/acre) to C-17 (Commercial at 17 units/acre) zoning district.

APPLICANT: CDA ENTERPRISES, LLC

LOCATION: A PORTION OF A PARCEL FRONTING FRUITLAND LN. NORTH OF NEIDER AVE. WEST OF U.S. HWY 95 MEASURING 2.16AC+/-

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

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are Commercial - retail sales and service, vacant parcels, and residential - single-family, mobile-homes.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-17.
- B4. That the notice of public hearing was published on, August 1, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 6, 2015, which fulfills the proper legal requirement.
- B6. That 70 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on July 31, 2015.
- B7. That public testimony was heard on August 18, 2015 including:

Sean Holm, City Planner:

Mr. Holm presented the staff report and indicated that the request was for a rezone from R-17 to C-17 on a site that was previously approved for a commercial parking lot. The Planning Commission had approved the requested zone change by a vote of 6-0.

Paul Delay, Applicant:

Mr. Delay testified that the property is for lease and the anticipated use is a future professional office given that the parcel does not have street frontage that would make it suitable for retail. He noted that 2.1 acres of his total site are zoned R-17 while the rest is zoned C-17 creating difficulties in developing the property. He also noted that no parking would be removed.

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

The subject property is within the transition area of the Fruitland planning area of the Comprehensive Plan. The Plan envisions this area as a commercial corridor with adjacent multi-family and other residential uses. The requested C-17 zone is consistent with the Plan's vision for an expanding commercial corridor.

B9. That public facilities and utilities **are** available and adequate for the proposed use.

The staff report indicates that there is adequate street, water and wastewater facilities to support this requested zone change. Any additional development on the site will be reviewed by staff for compliance with storm water, fire and other requirements at building permit time. As such, we find that this condition is satisfied.

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

The staff report indicates that the site is relatively flat without any impairments for the types of uses allowed in the C-17 zone. As such, we find this condition satisfied.

B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses.

As indicated by Mr. Delay, the subject property is part of a larger parcel that is already zoned C-17. The requested zone change would merely bring the entire site into the same zoning classification. As such, the requested zone change is certainly consistent with the immediately surrounding site. Extending further from the immediate site, the staff report indicates that the Fruitland area is home to diverse land uses and is a commercial corridor. The staff report also indicates that the street network will accommodate any increase traffic from the site. Given that, we find that this condition of approval is satisfied.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of CDA ENTERPRISES, LLC for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

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

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.

MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 15-1025

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 R-17 (RESIDENTIAL AT 17 UNITS/ACRE) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A PORTION OF A PARCEL FRONTING FRUITLAND LANE NORTH OF NEIDER AVENUE WEST OF U.S. HWY 95 MEASURING 2.16AC+/-; 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:

The property is described as a +/- 2.2 acre parcel at 3502 N. Fruitland Lane, and legally described as: A portion of Lot 1, Block 1 of the plat of Fruit Lands second Addition as on record with Kootenai County in Book "K" of plats at pages 458 and 458A, located in the east half of section 2, Township 50 North, range 4 west of the Boise Meridian, Kootenai county, Idaho.

is hereby changed and rezoned from R-17 (Residential at 17 units/acre) TO C-17 (Commercial at 17 units/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 three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on October 6, 2015.

APPROVED this 6th day of October 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Zone Change – ZC-4-15 Fruitland Lane North of Neider Ave. West of U.S. Hwy 95

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 R-17 (RESIDENTIAL AT 17 UNITS/ACRE) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A PORTION OF A PARCEL FRONTING FRUITLAND LANE NORTH OF NEIDER AVENUE WEST OF U.S. HWY 95 MEASURING 2.16AC+/-; 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, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, **Zone Change – ZC-4-15 Fruitland Lane North of Neider Ave. West of U.S. Hwy 95**, 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 6th day of October, 2015.

Warren J. Wilson, Chief Civil Deputy City Attorney



Staff Report

Date: October 6, 2015
To: Mayor and Council
From: Melissa Tosi; Human Resources Director
Re: Benefit Plan Updates, Changes and Renewal Rates

Decision Point:

City Council is requested to approve the following benefit plan updates, changes and renewal rates effective October 1, 2015. The benefit plan contracts include Group Health Options, Blue Cross of Idaho Dental, Willamette Dental, United Heritage Life Insurance and Long-term Disability, Magnuson, McHugh & Company Flexible Spending Account, Gallagher Benefits HRA/VEBA Service Group and Reliant Behavioral Health.

History:

The Medical Review Committee's goal is to minimize rate increases and strategically address employee cost sharing for medical benefits. The Committee, per contract, consists of representatives from the Lake City Employee's Association, Fire Union, Police Association, Non-represented and Exempt employees. Along with our broker, Helbling Benefits Consultants, the committee meets regularly throughout the year to understand market trends, review alternate medical and dental plans and consider changes.

Financial Analysis:

The following changes are effective October 1, 2015 through September 30, 2016. All of the costs have been anticipated in the 2015-2016 approved financial plan.

- **Group Health Options** (medical): After diligent work from the Medical Review Committee, employee groups agreed to move to a stand-alone Group Health medical plan which resulted in an annual savings of \$565,189. The annual savings are a result the following changes:
 1. Deductibles increase to \$1000 individual/\$2000 family;
 2. Office visit copays increase to \$15;
 3. Additionally, 2% of the overall savings are a result of a contract change with Group Health recognizing that elected officials are not employees and therefore imposing the following eligibility rule:

“Neither the Elected Members of the City Council, nor their spouses or dependents shall be eligible for participation in the Medical Plan following their attainment of age 65”.
- **Blue Cross** (dental): There are no increases or benefit changes.
- **Willamette** (dental): Increase is 3% with benefit coverage remaining the same.
- **United Heritage** (life Insurance/long-term disability): There are no increases or benefit changes.
- **Magnuson, McHugh & Company** (cafeteria/flexible plan): Benefit change adding a \$500 carry over option to the healthcare balance at the end of the plan year.

- **Gallagher Benefits HRA/VEBA Service Group:** Contributions are based on employee group contracts and the annual medical savings for switching to the new Group Health Options plan will be distributed to employees VEBA accounts.
- **Reliant Behavioral Health** (employee assistance program): New EAP service providing four (4) face-to-face sessions per incident for employees and their eligible dependents to help resolve specific problems.

Performance Analysis:

Once the new plan document contracts and rates are updated, they will be forwarded to the City for signatures.

Decision Point/Recommendation:

City Council is requested to approve the above benefit plan updates, changes and renewal rates.

RESOLUTION NO. 15-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING RATE ADJUSTMENTS AS PROPOSED BY DELTA DENTAL, BLUE CROSS OF IDAHO PPO TO INCLUDE VISION, GROUP HEALTH OPTIONS, UNITED HERITAGE LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE, AND MAGNUSON, MCHUGH & COMPANY, P.A. FOR THE FLEXIBLE SPENDING ACCOUNT.

WHEREAS, it is recommended that the City of Coeur d'Alene approve the proposed rate adjustments proposed by Delta Dental, Blue Cross of Idaho PPO, Group Health Options, United Heritage Life Insurance, and Magnuson, McHugh & Company, P.A., pursuant to terms and conditions set forth in a proposal, attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve the proposed rate adjustments; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City approve the proposed rate adjustments with Delta Dental, Blue Cross of Idaho PPO, Group Health Options, United Heritage Life Insurance, and Magnuson, McHugh & Company, P.A., in substantially the forms attached hereto as Exhibit "1" and incorporated herein by reference.

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

DATED this 6th day of October, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**RELIANT BEHAVIORAL HEALTH
EMPLOYEE ASSISTANCE PROGRAM
SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into this 1st day of October, 2015, by and between RELIANT BEHAVIORAL HEALTH, LLC, 1220 SW Morrison Street, Suite 600, Portland, Oregon 97205 (hereinafter "RBH"), and City of Coeur d'Alene, 710 E Mullan Ave., Coeur d'Alene, ID 83814 (hereinafter "Employer").

RECITALS

WHEREAS, RBH is engaged in the business of providing employee assistance program services; hereinafter "EAP" and

WHEREAS, Employer desires to engage RBH to provide the services described in this Agreement and RBH is willing to provide such services on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

AGREEMENT

1. **EAP Services.** RBH shall provide professional employee assistance services to employees, anyone living in their household and anyone dependent upon their income (collectively, "Participants"). EAP services may include assessment, referral, and short-term intervention to resolve specific problems. The specific EAP services provided are set forth in the Services Summary (Exhibit A) and Fee Schedule (Exhibit B) attached hereto.
2. **Employer Responsibility.** Employer agrees to assist RBH in the performance of services as follows:
 - 2.1 To designate an employee who will act as liaison with RBH.
 - 2.2 To provide RBH with a current total number of employees eligible for EAP services, and update on a quarterly basis or upon significant changes in the workforce.
 - 2.3 To give prompt notice to RBH whenever Employer observes or otherwise becomes aware of any deficiency in the proposed delivery of such services.
 - 2.4 To distribute EAP promotional material and request and schedule orientation sessions/supervisory training as appropriate.

- 2.5 To provide RBH with current health plan benefit information annually, or notify RBH as changes affecting behavioral health, chemical dependency benefit levels, or provider network occur.
- 2.6 To provide appropriate access to employees and supervisors for necessary communication and education on EAP related issues, including employee orientation and supervisory training, distribution of educational materials, and workplace wellness presentations.

3. **Billing/Payment for Services.** Each quarter, Employer will provide RBH with an accurate total of the employees eligible for EAP services. RBH shall be responsible for submitting an invoice to Employer on or about the first day of each billing cycle. Employer will remit payment to RBH within 30 days of receipt of billing. RBH reserves the right to charge interest on late payments on the amount due from the due date until the date paid. The interest rate shall be eighteen percent (18%) per year. RBH reserves the right to suspend service on accounts more than thirty (30) days past due, with or without notice.

3.1 Fees may be adjusted with sixty (60) days written notice to the Employer.

3.2 If at any time during the term of this Agreement the Annualized Utilization increases above seven (7) percent or drops below two (2) percent, RBH shall notify Employer of such change, and Employer and RBH shall enter into discussion and reach agreement as to new rates for provided EAP services. Such rate adjustments will apply to the billing cycle following agreement on the new rate structure.

“Annualized Utilization” shall be defined as the number of incidents of counseling or other direct services (e.g. crisis services) averaged over a current 12 month period.

4. **Confidentiality.**

4.1 **Health Information and Protected Health Information.** RBH agrees to protect the confidentiality of Participants and their individually identifiable health information (“Protected Health Information” as defined in 45 CFR § 164.501) in accordance with the requirements of state and federal laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All records of Participants are and will remain the property of RBH.

Both RBH and Employer shall treat individually identifiable health information as confidential and will take reasonable precautions to safeguard the privacy, security, and confidentiality of all Protected Health Information and other such individually identifiable health information.

- 4.2 RBH Proprietary Information. During the Term of this Agreement, as defined below, Employer and RBH will receive and have access to Proprietary Information (as defined below). Employer and RBH shall hold one another's Proprietary Information in confidence, will take all reasonable precautions to safeguard all Proprietary Information at all times so that it is not exposed to, or taken by, unauthorized persons. During or after termination or expiration of this Agreement, for any reason, Employer and RBH will not, directly or indirectly, use, disclose, or make available any Proprietary Information to anyone outside RBH or Employer. Proprietary Information received by Employer or RBH shall remain the property of the originating party and, upon expiration or termination of this Agreement for any reason, or upon RBH's or Employer's request prior to termination, each party shall return to the originating party all Proprietary Information in its possession.

For purposes of this Agreement, "Proprietary Information" shall mean information disclosed to or accessed by Employer or RBH, not generally known in the relevant trade or industry, about Employer's/RBH's business activities, services, and processes, including but not limited to information concerning training manuals, promotional or educational materials, computer programs, policies, procedures, processes, finances, accounting and reporting methods, treatments, trade secrets, contractual arrangements, and marketing strategies.

- 4.3 Remedies. Employer and RBH acknowledge that the use or disclosure of any Proprietary Information, Protected Health Information, or Participant information in a manner inconsistent with this Agreement will cause the originating party irreparable damage, and that each party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.
- 4.4 Survival. The provisions of this Section 4 shall survive the expiration or termination of this Agreement for any reason.

5. Relationship.

- 5.1 No Authority. The relationship between RBH and Employer is purely contractual and neither RBH nor Employer, nor the employees, servants, agents, or representatives of either, shall be considered the employee, servant, agent, or representative of the other. As independent contracting parties, neither RBH nor Employer shall have any express or implied right of authority to assume or create any obligation on behalf of or in the name of the other party, except as specifically provided herein.
- 5.2 Fiduciary. RBH is not a fiduciary of any Employer-contracted or self-insured health plan and does not have any discretionary authority to make determinations regarding benefits under the terms of such health plan.

6. **Term and Termination.**

6.1 **Effective Date.** This Agreement shall commence on the 1st day of October, 2015 and shall remain in full force and effect for one (1) year, unless a different expiration date is specified in Exhibit C, subject to earlier termination as provided herein. This Agreement shall automatically renew for two (2) successive one-year terms, unless canceled by either party upon at least 60 days' written notice. The automatic renewal terms may include a rate adjustment for each successive term. The number of employees covered, rates, and payment provisions agreed to by the parties are outlined in Exhibit B.

6.2 **Termination.** This Agreement may be terminated at the time, and upon occurrence, of any of the events described below:

6.2.1 Without cause, at any time with sixty (60) days prior written notice to the other party.

7. **Dispute Resolution.** The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Any controversy or claim arising from or relating to this Agreement that cannot be amicably resolved shall be settled by arbitration in accordance with the rules of the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

8. **Indemnity.** RBH shall hold harmless Employer against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of RBH, or any of RBH's employees, subcontractors or agents providing the services pursuant to this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of Employer, its officers, employees or agents.

To the extent allowed by law, Employer shall hold harmless RBH against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of Employer, or any of Employer's employees, subcontractors or agents providing the services pursuant to this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of RBH, its officers, employees or agents.

9. **Liability Insurance.** RBH shall obtain and maintain Commercial General Liability insurance coverage with limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. RBH shall obtain and maintain Professional Liability Insurance

(Errors and Omissions) coverage with limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate.

The requirement to maintain Commercial General Liability and Professional Liability insurance shall survive the termination of this Agreement. RBH and its contracted providers shall maintain professional liability insurance for the period of the applicable statute of limitations from the last date Employers' clients are provided with services pursuant to this Agreement.

A certificate of insurance (or a copy of the insurance policy) verifying such coverage shall be made available to Employer upon request while this Agreement is in effect. Employer shall be notified at least thirty (30) days prior to cancellation, reduction or material change in coverage.

- 10. **Entire Agreement.** This Agreement, including all attachments hereto, contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings and representations relating to the subject matter of this Agreement. This Agreement may be amended at any time during the term hereof by the mutual written consent of all of the parties hereto.
- 11. **Headings.** The section headings used herein have been inserted for convenience or reference only and shall not in any way modify or restrict any terms or provisions hereof.
- 12. **Governing Law.** This Agreement and the rights and obligations created hereunder shall be governed by and construed in accordance with Idaho law with venue in Kootenai County in the Idaho First Judicial District.
- 13. **Contact or Notice.** Communication between Employer and RBH shall be made to the following contacts at the noted address and contact numbers:

Melissa Tosi
Human Resources Director
710 E Mullan Ave.
Coeur d'Alene, ID 83814
FAX -
Phone – 208-769-2203
E-mail – Melissat@cdaid.org

Tanya Baertsch
Regional Manager, Sales & Marketing
2047 N Last Chance Gulch, #201
Helena, MT 59601
FAX – 877-730-5113
Phone – 503-802-9884
E-mail – tanyab@reliantbh.com

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first written above.

Reliant Behavioral Health, LLC

City of Coeur d'Alene

By _____

Traci Coleman

Title: Chief Operations Officer

Date: _____

By _____

Melissa Tosi

Title: Human Resources Director

Date: _____

EXHIBIT A
SERVICES PROVIDED

RBH will provide the following services to Employer:

- A. Assessment, Brief Counseling and /or Referral:** Counseling sessions including an initial evaluation to identify problems, brief counseling or referral as appropriate. RBH agrees to provide up to a maximum of four sessions (hours) per incident for employees and their eligible dependents. RBH eAccess provides convenient access to online consultations with licensed counselors.
- B. Critical Incident Debriefings:** Provided on-site within 24 to 72 hours of request. Critical Incident Debriefing protocol does not apply to organizational transitions, re-organizations, downsizing or layoffs.
- C. 24-Hour Telephone Crisis Coverage:** Twenty-four (24) hour, seven (7) days a week, toll-free crisis counseling staffed by licensed professionals.
- D. Employee Orientations:** Annually, at the request of the Employer.
- E. Supervisor Trainings:** Annually, at the request of the Employer. Training addresses strategies for constructive intervention that coincides with the RBH supervisor manual.
- F. Unlimited Consultation with Supervisors:** To identify constructive intervention strategies to refer employees to the EAP to resolve specific job performance problem behavior.
- G. Promotional Materials:** RBH provides pamphlets, posters, wallet cards and newsletters to employees and supervisors.
- H. Training Modules:** Up to two one-hour trainings per year are available upon request. Refer to Exhibit C.
- I. Utilization Data:** RBH will provide confidential program utilization data on a quarterly basis for those groups 100 employees and above. No identifying information will be provided.
- J. Substance Abuse Evaluations:** RBH will provide Substance Abuse evaluations and treatment plan development consistent with the criteria established by the American Society of Addiction Medicine.
- K. DoT Substance Abuse Evaluations:** Up to two DoT evaluations per contract year.
- L. Legal and Financial and Mediation Services:** Convenient access to legal assistance, advice and information on everyday legal issues, including free half hour face-to-face or telephonic consultations, followed by discounted legal representation (25%

discount). Excludes employer related issues. Financial consultations are available to assist with any type of financial issue. If the services of a CPA are retained a discount of 25% off the normal fees will be offered. Personal and family mediation services provided with free half hour consultation, followed by a 25% discount on normal fees.

- M. Will Kit:** Provides introductory correspondence and a complimentary will preparation kit. Additional Estate Planning Services available at 25% off Attorney's fees.
- N. Identity Theft:** Includes assistance with support in planning the recovery process for restoring your identity and credit after an incident.
- O. Home Ownership Program:** Includes free support and information about making smarter choices when shopping for a new home; making financing and/or refinancing decisions; relocating; or selling a home.
- P. Work/Life Website:** Access to RBH Work-Life Website provides employees and management access to up-to-date information on a variety of topics and includes on-line training modules. Access the website at www.myrbh.com. Your Access Code log-in is **City of CDA**.

EXHIBIT B

EMPLOYEE COVERAGE, RATES AND PAYMENTS

1. Number of Employees Covered

Employer agrees to provide RBH with a detailed list of employees and their geographic area of employment at the inception of the Agreement. RBH shall provide services pursuant to this Agreement to all employees in the geographic areas to which both parties agree indicated below or in the attachment if the below spaces is not adequate.

<u>Employee Location</u>	<u>Employee Count</u>
Coeur d'Alene	320
	Total 320

Employer agrees to provide RBH with a current total number of employees eligible for EAP services, and update on a quarterly basis or upon significant changes in the workforce. These counts and locations shall be provided to RBH by mail or facsimile 15 days prior to the end of the billing cycle. The updated number of eligible employees will be indicated on the next billing cycle's invoice.

2. Effective Date/Rates

DATES OF SERVICE	RATE PEPM
First Year: 10.1.15 – 9.30.16	\$1.85
Second Year: 10.1.16 – 9.30.17	\$1.85
Third Year: 10.1.17 – 9.30.18	\$1.85

The parties agree that the rate is firm and not subject to any refunds, rebates, or other changes unless agreed to in writing and specified in Exhibit C.

3. Payments

Employer shall pay RBH on a quarterly basis in advance of the service period. Invoices should be submitted for payment electronically to Melissa Tosi at the email address of melissat@cdaid.org.

EXHIBIT C

SPECIAL PROVISIONS

Additional Services to be provided outside of those noted in Exhibit A and to be billed outside of the contracted PEPM rate.

1. **Training:** On-site training provided in addition to that outlined in Exhibit A, shall be reimbursed at the rate of \$180/hour door-to-door.
2. **DoT Evaluations:** Additional fee at the rate of \$450 per evaluation.
3. **Critical Incident Stress Debriefing (CISD):** May be additional fee at the rate of \$150 per hour, door-to-door.
4. **Organizational Conflict Resolution and Workplace Mediation/Facilitation:** may be on-site or off-site, reimbursed at the rate of \$150 per hour. Mileage reimbursed per federal reimbursement rate and customary travel expenses may be billed as well.

City of Coeur d'Alene
Group #10030789
Renewal Rates Effective 10/1/2015 - 9/30/2016

	<u>10/1/2014</u>	<u>10/1/2015</u>	<u>% Change</u>
Administration Fees PEPM:			
Dental	\$5.38	\$5.65	5.02%
Commission	\$1.87	\$1.87	\$0.00
Total:	\$7.25	\$7.52 7.25	3.72% 0
Administrative Fee for Runout:	10% of Paid Claims for 12 Months		
Suggested Dental Funding Rates*:			12.76%
Enrollee	\$36.06	\$40.66	
Enrollee + Spouse	\$72.16	\$81.37	
Enrollee + 1 Child	\$55.62	\$62.72	
Enrollee + Children	\$70.80	\$79.84	
Ee + Sp + Child(ren)	\$108.89	\$122.80	

*Please provide funding rates if different than shown. Health Care Reform changes are assumed in the rates.

~ Important Summary of Benefits and Coverage Information ~

To view and print a copy of the Summary of Benefits and Coverage (SBC) for your groups current coverage options and the uniform glossary, please log in to the employer portal of our website at bcidaho.com/employers.

If you need assistance registering on the Blue Cross of Idaho website, please contact your Account Representative.

If you have questions about the SBC, need language assistance or would like a paper copy free of charge, please refer to the Customer Service number on the back of your Blue Cross of Idaho ID cards or call 1-800-627-1188.

You can also visit our website at bcidaho.com/SBC for more information.

Optional Services (fees not included in suggested funding rates):

COBRA PEPM: \$1.25 Yes No

The Group agrees to pay out-of-area processing, access, surcharge and / or fees, if any, as outlined in the Group's Administrative Services Agreement.

The Group is self-funding its health benefit plan(s) and agrees to set up the appropriate trust agreement and comply with any other ERISA and / or state requirements.

On behalf of the Group, I accept the rates and terms as outlined.

Authorized Group Administrator:

Printed Name: Steve Widmyer

Date: _____

Authorized Independent/ Agency Producer:

Printed Name: Greg Helbling

Date: _____

Master application for groups of 51 or more employees

Select ONE OR MORE health plans:

GROUP HEALTH COOPERATIVE

- Core Alliance
 with HSA with HRA

Do you want a banking arrangement with HealthEquity?

- Yes No

GROUP HEALTH OPTIONS, INC.

- Access PPO Options PPO Alliant Plus Options
 with HSA with HRA

Do you want a banking arrangement with HealthEquity?

- Yes No

1 GENERAL GROUP INFORMATION

Effective date: October 1, 2015

Group number(s): 6548800

Group's legal name: City of Coeur d'Alene

Doing business as (if applicable): _____

Group's physical/mailling address: 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814

Name of CEO, president, or owner: Steve Widmyer

Title: Mayor

Type of business: City Government

SIC #: _____

Tax ID #: 82-6000176

How long in business? _____

Parent company: _____

Affiliates/subsidiaries/other office locations to be covered: _____

Primary group contact: Melissa Tosi

Title: HR Director

Business address: 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814

Phone: 208-769-2203

Fax: 208-415-0404

E-mail: melissat@cdaid.org

Billing contact name: Storri Farris

Title: Payroll Coordinator

Billing address (if different than business address): 710 E. Mullan Ave. Coeur d'Alene, ID 83814

Phone: 208-769-2230

Fax: _____

E-mail: sfarris@cdaid.org

COBRA billing contact the same as billing contact? Yes No If no, please complete the following:

COBRA billing contact name: _____ Title: _____

Billing address: _____

Phone: _____ Fax: _____ E-mail: _____

To sign up for the MyGroupHealth for Employers website, please see the instructions on <https://employer.ghc.org>

2 EMPLOYEE ELIGIBILITY

Open enrollment month(s): September

This group defines a bona fide employee as one who works a minimum of 20 hours per week per month

Employees will be eligible for benefits upon **(select one)**:

Date of hire

First of the month following Date of hire 30 days 60 days

First of the month following or coincident with Date of hire 30 days 60 days

Other—No longer than 90 days from date that employee is otherwise eligible to enroll. Any orientation period required for an employee to be eligible to enroll may not exceed one calendar month (please specify)*: _____

Employee transfers from part-time to full-time **(select one)**:

Probationary period begins upon date employee transfers to full-time

Probationary period is retroactive to original date of hire

Rehire Policy: None **OR**

Waive probationary period if hired within: 30 days 60 days 90 days

Other _____

Coverage terminates: Date of termination End of month following termination

Other _____

Note: Continuation of coverage is available upon request in accordance with Washington state law to employers who choose to exercise this option for their employees who become ineligible for group coverage.

Other classes of eligible employees or dependents: _____

Note: Children are eligible until age 26, in accordance with federal and state laws.

Other classes or eligibility information*: _____

Note: State-registered domestic partners will be treated as spouses as required by Washington state law.

Other domestic partner coverage? Yes No

The employer agrees to make the following contribution toward the employee and dependent coverage:

Employee \$ or % 100% Dependents \$ or % 92%

*Attach additional sheets if necessary.

4 FEDERAL REQUIREMENTS

Tip: Group Health asks that you consult legal counsel in answering the questions below. The summaries below are not intended to be or replace legal advice. It is the group's responsibility to inform Group Health if facts change which would cause the group's answers below to change.

4A. TEFRA/DEFRA: Is the group subject to the federal Medicare Secondary Payer (MSP) laws that prohibit discrimination against individuals with group coverage based on their (or a spouse's) current employment status who has Medicare due to age:

- Yes. This plan will pay primary to Medicare as required by federal law.
 No. This group has fewer than 20 employees.

Tip: These laws do not apply to any employer who did not employ 20 employees or more for each working day in each of 20 or more calendar weeks in either the current or preceding calendar year. For these small group plans, Medicare pays primary to the group plan.

"Employees" include all full-time and part-time employees as well as those employees on disability and subject to FICA taxes. See 42 CFR 411.106 for further information about which individuals constitute an employee for this purpose.

4B. COBRA: Is the group subject to COBRA? Yes No

Tip: Generally, these laws apply to any non-church employer that employed 20 or more employees on at least 50 percent of its working days in the preceding calendar year.

"Employees" are full-time and part-time common-law employees. Self-employed workers as defined in IRC § 54.4980B-2 Q/A 5 for guidance on counting a part-time employee as a fraction of a full-time employee.

4C. OBRA: Is the group subject to the federal Medicare Secondary Payer (MSP) laws that prohibit discrimination against individuals with group coverage based on their (or a family member's) current employment status who have Medicare due to disability?

- Yes. This plan will pay primary to Medicare as required by federal law.
 No. Under 100 employees.

Tip: Generally, these laws apply to any employer that employed at least 100 employees on 50% or more of its working days in the preceding calendar year. See the tip in 4A above for a definition of "employee" for this purpose.

4D. ERISA: Is the group subject to ERISA?

- Yes. Enter the month the ERISA plan year ends: _____
 No. Give the legal reason for exemption: Government or public plan Church plan
 Other (please specify): _____

Tip: Generally, ERISA applies to all employer health plans except government, public, or church plans. Nonprofit status alone does not exempt an employer from ERISA.

5 OTHER CARRIER INFORMATION

Do you offer another medical plan to your employees, other than a Group Health plan? Yes No

If yes, please list the carrier name: _____

6 CONFIRMED RATES AND BENEFITS SELECTION

6A. Please sign attached rate confirmation sheet. Confirmed RQ/QR number: _____

6B. Rate Stabilization Reserve Funding Agreement Yes No

If yes, Terminal Liability is held by: Client Group Health

6C. Grandfathered plan: In order to be in compliance, Group Health documentation must establish the following grandfathered plan since March 23, 2010. Does the group meet the criteria below? Yes N/A

- The plan was not amended to eliminate benefits for a specific condition.
- The percentage of fixed amount cost-sharing percentage requirements for the plan, if applicable, was not increased when measured from March 23, 2010.
- The fixed cost-sharing requirements other than copayments did not increase by a total percentage more than the medical inflation rate plus 15 percent.
- Copayments did not increase by more than the medical inflation rate plus 15 percent or five dollars (adjusted for inflation), whichever is greater.
- The employer's contribution rate for any tier of coverage did not decrease by more than five percent.
- The plan was not amended to impose an annual dollar limit or to adopt an overall annual dollar limit on benefits that is less than the lifetime limit.

7 PRODUCER INFORMATION

Do you have a producer of record? Yes No If no, continue to **Section 8.**

I have appointed Greg Helbling Benefits Consulting as my producer of record with respect to the coverage described in this application, effective 10 / 01 / 15.

Producer's name: Greg Helbling Title: Consultant

Producer's company name: Greg Helbling Benefits Consulting

License number: 11452

Producer/representative's Social Security or tax ID number: _____

Company address: 601 East Front Street, Ste 303, Coeur d'Alene, Idaho 83814

Consultant Producer Commission to be paid to: Agency

Phone: 208-769-2620 Fax: 208-765-9521

E-mail: ghelbling@helblingbenefits.com

8 ACKNOWLEDGMENTS AND CERTIFICATION

Applicant acknowledges that if the requested coverage is accepted by the applicable health carrier (Group Health Cooperative or Group Health Options, Inc.) under the carrier's current rules and practices, a coverage agreement will be issued and effective on the date determined by the carrier. Applicant further acknowledges and agrees that payment of any premium due for the coverage shall constitute applicant's acceptance of the coverage agreement issued.

For Section 2, "Employee Eligibility," applicant attests it has clearly stated the terms of an eligibility conditions or waiting periods imposed on employees before they are eligible to become covered under the terms of the plan. Applicant further attests it will provide Group Health with any changes related to such conditions.

If Section 7 has been completed, applicant has appointed the named producer as the Producer of Record with respect to the coverage requested in this application. No producer has the authority to guarantee that the health carrier will accept this application for coverage and no producer has the authority to contract on behalf of the health carrier.

Group Health Cooperative and Group Health Options, Inc. reserve the right to review applicant's State of Washington Employer's Quarterly Report, Form 5208A, to confirm eligibility and participation requirements. Under Washington law, it is a crime to knowingly provide false, incomplete, or misleading information to a health carrier for the purpose of defrauding the carrier. Penalties may include imprisonment, fines, and denial of benefits.

Signature by applicant's authorized representative shall constitute applicant's 1) request for coverage; 2) acknowledgement and acceptance of all terms, conditions, and information contained within this application form; and 3) certification that all information provided by applicant on this form is accurate and complete.

Group representative name: Steve Widmyer Title: Mayor

Signature of representative: _____ Date: _____

9 PRODUCER CERTIFICATION

(complete ONLY if producer is named in Section 7)

Producer certification: I certify that to the best of my knowledge that the information on this application is accurate.

Producer's name: Greg Helbling Title: Consultant

Signature of producer: _____ Date: _____

Seattle Sales

320 Westlake Ave. N., Suite 100
Seattle, WA 98109
206-448-4140
Toll-free 1-800-542-6312
Fax: 206-877-0655

Tacoma Sales

950 Pacific Ave., Suite 900
Tacoma, WA 98402
253-383-6226
Toll-free 1-800-854-5322
Fax: 253-383-7825

Bellingham Sales

2211 Rimland Drive, Suite 114
Bellingham, WA 98226
206-448-4140
Toll-free 1-800-542-6312
Fax: 360-647-7249

Central Washington Sales

7601 W. Clearwater Ave., Suite 205
Kennewick, WA 99336
509-783-3484
Toll-free 1-800-458-5450
Fax: 509-736-1910

**Eastern Washington/
North Idaho Sales**

5615 W. Sunset Highway
Spokane, WA 99224
509-459-9100
Toll-free 1-800-497-2210
Fax: 509-459-1080

Bremerton Sales

400 Warren Ave.
Bremerton, WA 98337
360-478-6786
Toll-free 1-800-552-7114
Fax: 360-698-0982

Finance Department
Staff Report

Date: October 6, 2015
From: Troy Tymesen, Finance Director
Subject: Transfer of Coeur d' Alene Armory property

Decision Point:

To move forward with the transfer of property, commonly known as the Old Coeur d' Alene Armory, to the City from North Idaho College (NIC).

History:

NIC received jurisdiction of the 2.3 acre parcel and accompanying 8,513 square foot building on November 21, 1988 from the State Board of Land Commissioners. The NIC Board of Trustees has approved a motion to transfer the jurisdiction of the facility to the City, pending approval by the State Board of Land Commissioners. The building is located north of Harrison Avenue and just east of 7th Street, on Walnut as it dead ends into the property.

Financial Analysis:

There is no cost to the City for the transfer of the property. There would be utility costs associated with the subject property. The conveyance is effective so long as the land and building are not used for a purpose inimical to the public health, safety or welfare of the community, and if such uses should occur, jurisdiction of the land and building will immediately revert to the State Board of Land Commissioners.

Decision Point:

To move forward with the transfer of property, commonly known as the Old Coeur d' Alene Armory, to the City from North Idaho College (NIC).

September 30, 2015

The Honorable C.L. "Butch" Otter
Governor of Idaho
P.O. Box 83720
Boise, ID 83720

Dear Governor Otter:

This letter is to request that the State Board of Land Commissioners approve the transfer of land and building commonly referred to as the Old Coeur d'Alene Armory from North Idaho College to the City of Coeur d'Alene.

The State Board of Land Commissioners transferred jurisdiction of the Old Coeur d'Alene Armory to North Idaho College on November 21, 1988. Since that time the college has maintained jurisdiction of the property and used it as a warehouse and indoor training facility for athletic teams. Recently there have been discussions between the city and the college regarding utilization of the old armory facility and potential uses of the armory that would better meet the needs of the Coeur d'Alene area. As a result of these discussions, the NIC Board of Trustees has approved a motion to transfer jurisdiction of the facility to the City of Coeur d'Alene pending approval by the State Board of Land Commissioners.

Attached please find a copy of the Transfer of Land and Building to North Idaho College from the State Board of Land Commissioners, as well as a copy of the motion passed by the NIC Board of Trustees.

On behalf of North Idaho College and the City of Coeur d'Alene, thank you for your consideration of this request.

Christie Wood
Chair, Board of Trustees
North Idaho College

Steve Widmyer
Mayor
City of Coeur d' Alene

cc: Lawrence Wasden
Brandon Woolf
Lawrence Denney
Sherri Ybarra
Tom Schultz

"Old Armory" Property

1194589

TRANSFER OF LAND AND BUILDING

The State Board of Land Commissioners hereby transfers from its jurisdiction to the jurisdiction of the North Idaho College, 1000 W. Garden Avenue, Coeur d'Alene, ID 83814, the following described real property and improvements:

A tract of land situated in the $W^{1/2}SE^{1/4}$ of Section 12, Township 50 North, Range 4 West, B.M., KOOTENAI COUNTY, Idaho, and particularly described as follows:

Beginning at the northwest corner of the $W^{1/2}SE^{1/4}$ of Section 12, Township 50 North, Range 4 West, B.M., thence South, 1,650.00 feet along the west line of said $W^{1/2}SE^{1/4}$ to a point, said point being the REAL POINT OF BEGINNING; thence continuing South, 330.00 feet; thence East, 161.33 feet; thence South, 270.00 feet; thence East, 25.00 feet along the north right-of-way line of Spokane Avenue; thence North 135.00 feet; thence East, 68.67 feet; thence North 465.00 feet; thence West, 255.00 feet, returning to the real point of beginning, the above described area containing 2.30 acres, more or less.

This conveyance is effective so long as the land and building are not used for a purpose inimical to the public health, safety, or welfare of the community, and if such uses should occur, jurisdiction of the land and building will immediately revert to the State Board of Land Commissioners without further action on the part of said Board.

This deed includes the grant with its attendant limitations specified in 85 Deeds 217, Kootenai County, Idaho records.

This transfer was approved by the State Board of Land Commissioners at their September 20, 1988 meeting, effective November 21, 1988.

1194589

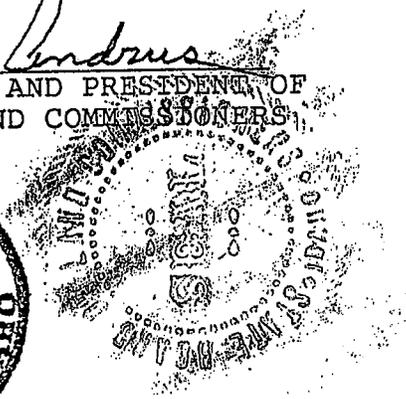
Transfer of Land and Building
North Idaho College
Page 2 of 3

IN WITNESS WHEREOF, I, Cecil D. Andrus, the Governor of the State of Idaho, have hereunto signed by name and caused the Great Seal of the State of Idaho and the Seal of the Board of Land Commissioners to be hereunto affixed, this 16th day of August, 1989.

Cecil D. Andrus
GOVERNOR OF IDAHO AND PRESIDENT OF
STATE BOARD OF LAND COMMISSIONERS

Countersigned:

Bob Repp
Secretary of State



Stanley F. Hamilton
Director, Department of Lands

STATE OF IDAHO)
COUNTY OF KOOTENAI) SS
AT THE REQUEST OF MVC

SEP 11 12 50 PM '90

Shirley Deitz
SHIRLEY DEITZ
DEPUTY
FEES 1

1194589

Transfer of Land and Building
North Idaho College
Page 3 of 3

STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of August, 1989, before me, a Notary Public in and for said State, personally appeared CECIL D. ANDRUS, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; PETE T. CENARRUSA, known to me to be the Secretary of State of the State of Idaho; STANLEY F. HAMILTON, known to me to be the Director of the Department of Lands of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.



J. Lewis

Notary Public
residing at Boise, Idaho
My bond expires 3/26/96

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**PUBLIC WORKS COMMITTEE
MINUTES
September 21, 2015
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Kiki Miller

STAFF PRESENT

Tim Martin, Street Superintendent
Jim Hammond, City Administrator
Troy Tymesen, Finance Director
Michael Willis, Assistant Street Supt.
Gordon Dobler, Engineering Svcs. Director
Chris Bates, Eng. Project Mgr.
Keith Erickson, Comm. Coordinator

**Item 1 Declare Surplus Used Equipment
Consent Calendar**

Tim Martin, Street Superintendent, presented a request for Council to declare various pieces of used equipment and items to be deemed surplus and authorization to proceed to auction.

Mr. Martin stated in his staff report that the equipment has been deemed to be of little value to departments and there is no cost to the taxpayers. The auction house takes a percentage of the bid and there is very minimal cost to the department to shuttle the items to Post Falls. The requested items include a ST210-2002 Dodge 4 x 4 flatbed used as a de-icer, a ST225-1986 Chevrolet 70 series tandem dump truck, and a ST274-1992 Mobile M-8A sweeper.

MOTION: Motion by Gookin, seconded by Miller, to recommend that Council declare the requested equipment as surplus and authorize to proceed to auction. Motion carried.

Item 2 Seltice Way Construction Funding

Gordon Dobler, Engineering Services Director, presented a request for direction from council on whether or not to pursue funding for re-construction of Seltice Way from Ignite CDA, and to explore the possibility of accelerating the construction schedule.

Mr. Dobler stated in his staff report that the reconstruction of Seltice Way, from Huetter to the bridge over the Prairie Trail, has been a priority project for the past several years. The city applied for, and received, a federal grant for design and are currently in the consultant selection process. However, funding for construction of the project is not on the Federal 5 year funding plan. Ignite CDA has, in the past, expressed interest in partnering to fund the construction of Seltice. If construction was funded without Federal grant money, it would allow it to be constructed much sooner and at a significant cost reduction bringing the estimate for construction down to \$3.5 million. In addition, the project could possibly be constructed next year or 2017 at the latest. If the project was constructed without Federal grants, the westerly limits would have to move about 1000' east to the Area of City Impact boundary so the Huetter intersection would not be included.

Mr. Dobler said that Ignite CDA would need to fund 100% of the construction, which would expedite the project and result in a significant cost savings over using federal dollars. Councilmember McEvers asked where the estimated 35% savings would come from. Mr. Dobler said that the cost savings would

basically come from overhead. The federal grants would require archaeology studies, noise studies, nesting bird studies, etc., which kick up the cost of design and construction. When you get to the actual construction, there is a construction administration cost of 32%, where they require a third party to come out and perform testing and paperwork. That is typically 10 to 15% of the construction costs just for that separate contract. In addition, a federal grant would require the payment of Davis Bacon wages. The city could do the project more simply and save money.

Mr. Dobler said that he has had some preliminary talks with Tony Berns of Ignite CDA to see if they would be interested and he said that they would. The city has some impact fee money that could pay for a small portion of the costs.

Councilmember McEvers asked if some of the costs could be recouped through future annexation fees. Mr. Dobler said that he doesn't know if the city has ever "retro-applied" costs, and he believes that the city's finance officer is reluctant to use annexation fees for road improvements. Councilmember McEvers asked about using future impact fees to help pay for the project. Mr. Dobler said that impact fees are accrued and then spent on future projects.

Councilmember Gookin mentioned that he serves on the Kootenai Metropolitan Planning Organization (KMPO) Board and that this project is in their "eventually" column because the design work hasn't been done yet. Mr. Dobler explained that they are in the consultant selection process right now, but if they decide to pull it out of federal funding, they would probably finish the consultant selection process but not do the scoping yet because it would be different between a federal project and an Ignite CDA project. To get into the federal funding program, they would have to finish the design. If you have the estimate pinned down, then the feds would program their money in the 5th year, the next cycle of programming. Once that happens, then the city could sit and wait for a project to "fall out" of the cycle and they could fill the open slot. Mr. Dobler noted that the city has been waiting for 3 years to fill a \$1.3 million project on Government Way.

Councilmember Gookin said that he was told there are options wherein if the city paid for the project, they could get a refund of up to 100% of the money expended. Mr. Dobler said that the city could get a credit against their co-pay on future projects. For instance, if the city were still in the federal system and spent \$3 million, they could receipt a credit of that \$3 million toward the 7.34% match on future projects. It would take a very long time to recoup the entire \$3 million based on the size of the city's projects.

Councilmember Gookin asked if there were any other options besides the 100% reimbursement. Mr. Dobler said not that he knows of, and that even with the option they are working on now, KMPO has only committed to \$2.1 million out of the cost estimate of \$5.5 million and the city is still short \$3.5 million.

Councilmember Gookin asked if this project was in the Post Falls Highway District. Mr. Dobler responded that the portion from the current city limit to Huetter is in the Post Falls Highway District, and confirmed that the federal project is a co-sponsored project although the Post Falls Highway District doesn't have any money in the game. They do have an interest in signalizing the Huetter intersection, so preliminarily they have said that they want to continue that dialogue. If the city moved forward under the federal program, there is a possibility the Post Falls Highway District might pay to have it signalized when the federal project is done. Mr. Dobler noted that Ignite CDA has committed \$250,000 towards the design of the Atlas intersection.

Councilmember Gookin asked if the urgency on this project just because it has been waiting so long, or is there any other reasons. Mr. Dobler said there is a bit of urgency, in that the city will have a consultant within a month and will start negotiating with them for the design. The city would be wasting money if they went the federal route and then decided differently.

Councilmember Miller asked when was the last time that Ignite CDA expressed an interest in this project. Mr. Dobler said it was when the city applied for federal funds for the design, approximately two years ago.

Councilmember Miller asked how this process would work into the overall visioning process, in that if there is an annexation or land trades, etc. how is that going to affect how the project is designed. Mr. Dobler said that they know enough about all of the major components that need to go in the road and would plan to put a signal in at Atlas. There have been discussions regarding an additional signal west of Atlas, and they would at least make sure that the road is set up for a signal. The infrastructure would be adequate for any development.

Councilmember Miller asked if the question goes forward to Ignite CDA and they say no, what happens with the plan then? Mr. Dobler said that it would trigger some long term planning. The city would need participation of \$3.5 million to build it under the federal program. If Ignite CDA was not interested at all, they could finish the design and the project would sit on the books until additional federal funding could be available.

Councilmember Miller asked if Mr. Dobler was authorized to talk to Ignite CDA, would he bring a staff report back to the full council. Mr. Dobler said that if Ignite CDA is interested, they would probably work out some of the specifics and bring it back to council either with a tentative agreement or a solid concept. The Ignite CDA board meeting is the third Wednesday in October, so he would need to have it to the council for the 1st meeting in November because he wouldn't want to keep the consultant "strung out."

Councilmember Miller commented that there has been an explosion of density in that area. Mr. Dobler said they would look at additional bike and pedestrian crossings outside of the signalized intersections.

MOTION: Motion by Miller, seconded by Gookin, to recommend that Council direct staff to pursue funding for re-construction of Seltice Way from Ignite CDA in lieu of Federal grants, in order to expedite construction of the project.

DISCUSSION: Councilmember McEvers said that this project is a "monster" and he would rather see it happen sooner than later. That urban renewal district would benefit directly from the improvements.

Councilmember Miller said that she doesn't feel like the building or population base in that area is going to slow down or decrease, resulting in additional congestion with more accidents waiting to happen. The area needs some attention.

Councilmember Gookin said that the project needs to be done and it is just a question of time and resources. He wishes the city would have master-planned that area better and said that the 2007 Comp Plan is vague. It would have been nice to have bike trails, pedestrian access, etc.

Councilmember Gookin asked how the Planning Department would get involved. Mr. Dobler said that the City of Post Falls and the City of Coeur d'Alene attended an urban building workshop and that the planning process was their focus as a joint ad hoc committee. They spent three days planning and have continued to follow up as opportunity comes to develop the project. Planning has been intrinsically involved in land use, etc.

Councilmember McEvers noted that comprehensive plans are vague and are purposely written that they. You want a plan that you can still maneuver around in.

Councilmember Miller asked about the possibility of an over-the-road pedestrian walk. Mr. Dobler said that it could be an element. They will look at it with their consultant.

Motion carried.

The meeting adjourned at 4:40 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison