



City of Donnelly

169 Halferty Street

P.O. Box 725

Donnelly, ID 83615

Telephone (208) 325-8859 Fax (208) 325-4091

PLANNING & ZONING COMMISSION'S

Monday, April 2, 2018 at 6:00 pm

at the Donnelly Community Center

Agenda

ROLL CALL

PREVIOUS MINUTES

February 5, 2018

PUBLIC HEARING:

The Glen LLC to amend the Annexation Agreement for the property to memorialize that the deadline for final platting of the development has expired and any project which is proposed for the property will have to be evaluated and process under the City Codes then in effect, without regards to the approvals which have been previously granted for CUP/PUB 08-01.

GENERAL BUSINESS:

- Way Finding Sign Ideas (discussion)
- Speed Check Sign (North Entrance) (discussion)

STAFF UPDATES

- City Clerk Treasurer
- Commissioners

ADJOURN:

Next Meeting May 7, 2018 at 6:00 p.m.



City of Donnelly

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P.O. Box 725
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Telephone (208) 325-8859 Fax (208) 325-4091

Planning & Zoning Commission Meeting

Monday, February 5, 2018 at 6:00 pm

AT

Donnelly Community Center

MINUTES

Roll Call: 6:00 p.m. Sally Gilbert, George Dorris, Maggie Bryant and Larry Mangum were present. Quorum exists. Gene Tyler was absent. Clerk Cami Hedges and Administrator Delta James were present.

Previous Minutes –December 4, 2017

Motion by Gilbert, 2nd by Mangum to approve minutes as corrected. Motion carried.

GENERAL BUSINESS:

P&Z COMMISSION CHAIRPERSON

Dorris nominated Sally Gilbert. Gilbert accepted nomination. No other nominations were received.

Motion by Dorris, 2nd by Bryant to accept the nomination of Sally Gilbert for Chairperson. Roll Call Vote: Mangum (yes) Dorris (yes) Bryant (yes) Gilbert (yes) Motion carried.

P&Z Commission Meeting Time

Clerk requested that the time be changed to 5:30 p.m. instead of 6:00 p.m.

Dorris indicated that the summer would not work but possibly in the Winter. Clerk stated that it would be best to keep it the same and not change or to be different in the seasons.

This was dropped.

Downtown Revitalization Plan –

Administrator assisted with the plan but did not write this at that time.

Business district signs page 31-32. This was not defined in the plan and was only giving a idea as a way finding sign. The sample looks as though the Street sign at the top and then way finding below. This would not be an off-premise sign but a way finding sign. Keep these separate than with the Street Sign.

Administrator recommended that if businesses want a way-finding sign for their property they would be required to present their idea, property agreement, maintenance, etc. to P&Z for approval. The example in the plan is an idea that the Commission could show to business owners as a sample to use to develop a way finding sign, budget and submit to Commission.

The sign must be outside the 40' vision triangle. There are several different way-finding signs available for ideas in other areas.

This is at the discretion of the commission and it one property is not entitled to the entire sign size of 24 sq. ft. Code states that way-finding signs will be attached to the Street Signs below the Street Name sign, in a smaller format, possibly different color and limit 3 hanging signs per street sign.

Ideas for submittal include: Context, design, theme, no specific business names, proposed size, land owner agreement. Clerk will continue to research ideas and information that goes in line with the Sign Code.

Clerk will get with Rocky Mountain Sign and get some costs etc. with post and cap (decorative) ideas.

Staff Updates:

Clerk indicated that the water project workshop was very informational and gave an update on the project. New Well, Well Pump House, Treatment Distribution, Back up Power, Distribution lines throughout the City. Public Hearing for the Cell Tower is continued to the February 26, 2018 City Council meeting.

ADJOURN

Motion by Gilbert, 2nd by Bryant to adjourn until the next regular scheduled meeting at 6:00 p.m. March 5, 2018. Motion carried.

Adjourned: 6:37 p.m.

Approved:

THE GLEN AMENDED ANNEXATION AGREEMENT

This Amended Annexation Agreement, hereinafter referred to as this “**Agreement**”, is entered into effective the ____ day of _____, 2018, by and between the City of Donnelly, a municipal Corporation of the State of Idaho, hereinafter referred to as the “**City**” or “**Donnelly**”, and **Gendreau Realty Holdings,, LLC.**, hereinafter referred to as the “**Glen**”, an Idaho limited liability company, whose address is P.O. Box 1066, McCall, Idaho, 83638, and **Patrick Gendreau**, whose address is 2061 Crown Drive, Saint Augustine, FL., 32092, hereinafter referred to as “**Gendreau**”, who are the owners of The Glen Planned Unit Development (the “**Project**”) which is more particularly described in the attached **Exhibit “A”** (the “**Property**”). The Glen and Gendreau are jointly referred to herein as the “**Owners**”.

WHEREAS, on June 15, 2009, the Donnelly City Council approved The Glen’s application for annexation into the City of Donnelly (Annexation File #AZ 08-01), contingent on the finalization of a Development Agreement between the Glen and the City.

WHEREAS, on June 15, 2009, the Donnelly City Council approved The Glen’s application for a Planned Unit Development and for approval of the Phase One Preliminary Plat (Conditional Use Permit/Preliminary Plat/Planned Unit Development File #CU-PP-PUD 08-1), contingent on the finalization of a Development Agreement between the Glen and the City.

WHEREAS, *the Findings of Fact and Conclusions of Law for Conditional Use Permit, Preliminary Plat and Planned Unit Development (CU-PP-PUD 08-01)-the Glen Development* are attached hereto as **Exhibit “B”**.

WHEREAS, *the Findings of Fact and Conclusions of Law for Annexation and Zoning (AZ 08-01)-the Glen Development* are attached hereto as **Exhibit “C”**.

WHEREAS, the City and the Glen reached agreement on the remaining issues related to the annexation of the Property and development of the Project, which agreement the City and the Glen desire to memorialize.

WHEREAS, the agreement was memorialized in “The Glen Annexation Agreement”, which was filed of record with the Valley County Office of Recorder on February 1, 2018 as Instrument No. 411465.

WHEREAS, the Property was annexed into the City by means of Ordinance No. 223, a copy of which is attached hereto as **Exhibit “D”**.

WHEREAS, the Owners have decided to not proceed at this time with the Project and the parties desire to update the said Annexation Agreement accordingly.

WHEREFORE, for and in consideration of the mutual covenants, duties and obligations herein set forth herein and in the said Annexation Agreement, the City and the Owners do agree to amend the said Annexation Agreement as follows:

1. **The Project.** Article V of the Annexation Agreement requires that the Final Plat for Phase 1 of the Project be submitted on or before December 31, 2017. The Owners, instead, submitted an Application to Extend that deadline for at least 12 months. After further evaluation, the Owners have concluded that it is not realistic to continue to promise that the Project, as approved, will move forward, because of its dependence on unknown future market conditions and demands. Therefore, the Owners have withdrawn the Application to Extend.

2. **Status of Annexation Agreement.** Owners agree and acknowledge that, because of their failure to comply with Article V of the Annexation Agreement, any project which is proposed by the Owners for the Property will have to be evaluated and processed under the City Codes then in effect, without regard to the approvals which have been granted for CUP/PUD 08-01. The Annexation Agreement is suspended, pending the submittal by the Owners of a proposed project for the Property, at which time the parties shall review and amend the Annexation Agreement as is appropriate. The amendment of the Annexation Agreement in a manner which is acceptable to and approved by the City shall be a condition of approval of any project which is proposed by the Owners for the Property. Pending such amendment, neither the Owners nor the City shall have any rights to enforce the terms of the Annexation Agreement and the Owners and the City waive any claims to the contrary.


3. **Status of Annexation.** This Amendment shall have no effect on the City's annexation of the Property or the continuing validity of Ordinance No. _____.


IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, effective on the day and year first above written.

Gendreau Realty Holdings, LLC

THE GLEN, LLC

By:


Claude Gendreau


PATRICK GENDREAU

CITY OF DONNELLY

By:

_____, Mayor

ATTEST:

By:

_____, City Clerk

STATE OF IDAHO,)
 (ss.
County of Valley.)

On this _____ day of _____, 2018, before me, _____, a Notary Public in and for said State, personally appeared _____ known or identified to me to be the Mayor of the City of Donnelly, who executed the said instrument, and acknowledged to me that said municipality executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF IDAHO,)
 (ss.
County of Valley.)

On this _____ day of _____, 2018, before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the City Clerk of the City of Donnelly, who executed the said instrument, and acknowledged to me that said municipality executed the same.

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

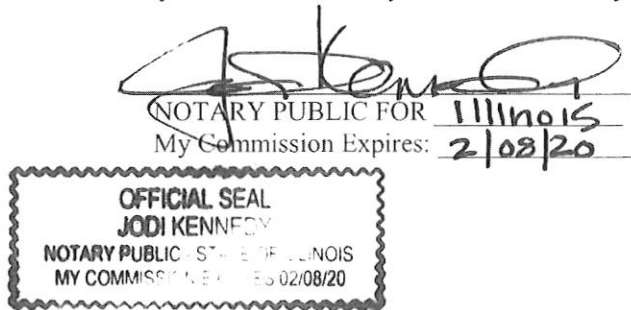
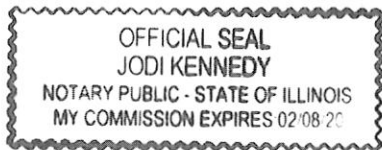
NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF Illinois,)
(ss
County of Cook .)

Gendreau
Realty
Holdings
LLC

On this 5 day of March, 2018, before me, Jodi Kennedy, a Notary Public in and for said State, personally appeared Claude Gendreau the President of THE GLEN, LLC, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said Limited Liability Company.

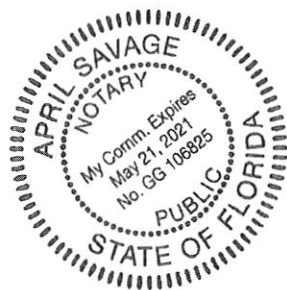
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



STATE OF Florida,)
(ss.
County of Saint Johns .)

On this 5 day of March, 2018, before me, a Notary Public in and for said State, personally appeared Patrick Gendreau, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



ASavage
NOTARY PUBLIC FOR Florida
Residing at: 3841 CR 210W Jacksonville, FL 32259
My Commission Expires: May 21, 2021

EXHIBIT "A"
BOUNDARY DESCRIPTION

THE GLEN
A PLANNED UNIT DEVELOPMENT

A parcel of land located in the northwest 1/4 of the southeast 1/4, and the northeast 1/4, of Section 10, T.16N., R.3E., B.M., Valley County, Idaho, more particularly described as;

COMMENCING at the north 1/4 corner of said Section 10; thence, along the north section line of said Section 10,

- A.) S.89°24'07"E., 52.60 feet to a point on the east Right-of-Way line for Highway 55, the **POINT OF BEGINNING**; thence, continuing along said section line,
- 1.) S.89°24'07"E., 1277.14 feet to a point marking the E 1/16 corner of said section; thence, continuing along said section line,
- 2.) S.89°24'07"E., 1329.51 feet to a point marking the corner common to Sections 2, 3, 10, and 11, thence, departing said north section line, along the east section line of said Section 10,
- 3.) S.00°02'15"W., 2223.34 feet; thence, departing said section line,
- 4.) N.89°18'13"W., 1331.47 feet; thence,
- 5.) S.00°04'54"W., 420.00 feet; thence,
- 6.) N.89°18'14"E., 597.27 feet; thence,
- 7.) S.00°12'41"E., 1322.40 feet to a point on the north boundary of the townsite of Donnelly, thence, along the said north boundary of said townsite,
- 8.) N.89°00'35"W., 178.54 feet; thence, continuing along the said north boundary of said townsite,
- 9.) S.00°53'55"W., 5.51 feet; thence, continuing along the said north boundary of said townsite,
- 10.) N.89°26'34"W., 514.08 feet, to a point on the east Right-of-Way line for Highway 55, thence, along the said Right-of-way line,

- 11.) N.0°09'56"E., 3902.38 feet, to a Highway Right-of-Way monument, thence, continuing along said Right-of-Way,
- 12.) N.0°34'25"E., 64.57 feet, to the **POINT OF BEGINNING.**

CONTAINING 166.36 Ares, more or less.

SUBJECT TO all Covenants, Rights-of-Way and Easements of Record.

EXHIBIT "B"

FINDINGS OF FACT AND CONCLUSIONS OF LAW
CITY OF DONNELLY
PLANNING & ZONING COMMISSION

CONDITIONAL USE PERMIT/PRELIMINARY PLAT/PLANNED UNIT DEVELOPMENT
File(s) # CU-PP-PUD 08-01
THE GLEN DEVELOPMENT

A Public Hearing was held on October 7, 2008, at 6:00 p.m. at the Donnelly Community Center, 169 Halferty Street, Donnelly, Idaho, to hear testimony regarding the above referenced application. The Preliminary Plat and the Planned Unit Development Applications were tabled to November 10, 2008. A Public Hearing was held on November 10, 2008, at 6:00 p.m. at the Donnelly Community Center, 169 Halferty Street, Donnelly, Idaho to hear testimony regarding the above referenced application.

Applicant:/Property Owner: Dr. Claude Gendreau
The Glen, LLC
(Gendreau Realty Holdings, LLC)
1515 Bush Parkway
Buffalo Grove, IL 60089

Representative: Steven J. Millemann
Millemann, Pittenger, McMahan & Pemberton, LLC
PO Box 1066
McCall, ID 83638

History:

9-08-08: The City of Donnelly Planning and Zoning Commission voted unanimously to recommend approval to the City Council for Annexation and Zoning Application, File # AZ 08-01, The Glen Development, with requested zoning designations of CBD (approximately 40 acres) and Residential R-8 (approximately 126 acres).

10-7-08: The Applicant withdrew the Conditional Use Permit Application, File #CU 08-01.

Request:

The Applicant is requesting approval of a Planned Unit Development on the entire subject property, approximately 166 acres.
The Applicant is seeking approval on ONE PHASE of a Preliminary Plat, consisting of approximately 7.0 acres, on the subject property.

Location:

The subject property is located in Valley County, consists of three parcels which consist of approximately 166 total acres. The subject property is generally located east of, and contiguous to State Highway 55 and north of the current Donnelly City limits.

Donnelly Planning & Zoning Commission
November 10, 2008
File #CU/PP/PUD 08-01
FFCL'S -The Glen

FINDINGS OF FACT:

1. Applications, for the above stated purpose, were received by the City of Donnelly on 3-14-08.
2. The proper fees were paid.
3. Legal notice of the public hearing was sent to affected property owners within 300' of the property on 9-17-08.
4. Legal notice of the Public Hearing was sent to all affected agencies on 9-17-08.
5. Legal notice was published in The Long Valley Advocate on 9-17-08, 9-27-08 and 10-1-08.
6. The property was posted by the City on 8-21-08 and 9-17-08.
7. Written response was received in response to this development proposal, from the following:

9-19-08	ITD
9-22-08	Valley County Road Department
9-24-08	Donnelly Rural Fire District
10-1-08	ITD
10-2-08	Holladay Engineering
10-4-08	Donnelly Fire Protection District
10-7-08	Clayton and Gwen Lee, 2453 West Mountain Road

8. The Public Hearing was conducted at the specified date, time, and location of the public hearing notice.
9. Public testimony was solicited at the Hearing on 10-7-08 from the following citizens:

Opposed = no comments
In favor = Steve Wright
Neutral = no comments

10. No members of the public testified at the Public Hearing on 11-10-08.

CONCLUSIONS OF LAW:

The Donnelly Planning and Zoning Commission concluded that the Preliminary Plat and the Planned Unit Development applications, File # PP/PUD 08-01:

1. Comply with the Comprehensive Plan, Zoning Ordinance, and the Subdivision Ordinance of the City of Donnelly;
2. Public services will become available to accommodate the development;
3. There is adequate public financial capability of supporting services for the development, and
4. Other health, safety and environmental problems were addressed adequately.

PLANNING & ZONING COMMISSION DECISION FOR RECOMMENDATION:

The Donnelly Planning and Zoning Commission recommended Approval of the Preliminary Plat/Planned Unit Development, File #PP-PUD-05-01 for the Glen Development, with the following conditions:

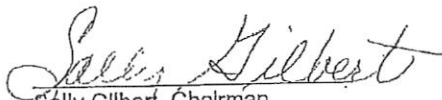
1. The Preliminary Plat shall comply with all requirements of the City of Donnelly Engineer, Donnelly Fire Protection District, North Lake Water District, ITD, Valley County Road Department and all other pertinent agencies.
2. Residential and Commercial Development shall comply with all statutory requirements of applicable agencies and districts.
3. The development shall comply with standard Conditions of Approval per adopted City of Donnelly Zoning, Subdivision, PUD and all other development Ordinances.
4. The subject property shall be maintained in a weed free state at all times and all during all stages of development, preventing a public nuisance.
5. As built plans for pressurized irrigation systems shall be submitted for review and approved by the City of Donnelly Engineer.
6. A Plat note shall be depicted supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45.
7. Development standards for Single Family Residential shall comply with the effective building and zoning requirements at time of PUD and PP approval, provided the applicant shall comply with the platting requirements which are in place at the time of platting of each phase and the building and fire codes which are in place at the time of submittal of building permit applications.
8. Development standards for Central Business District shall comply with the effective Building and Zoning requirements at time of PUD and PP approval; provided, the applicant shall comply with the platting requirements which are in place at the time of platting of each phase and the building and fire codes which are in place at the time of submittal of building permit applications.
9. Requested bonding shall be required at one hundred fifty percent (150%) of installed cost, as approved by the City Engineer, for all required improvements not installed.
10. Applicant shall submit a Street Light Plan with each phase of the Final Plat Application(s).
11. CC&R's to be reviewed by Legal Counsel prior to Final Plat approval.
12. Agreements between Applicant and pertinent Irrigation Districts shall be provided at Final plat phase application.
13. Applicant/Developer and the City Council shall reach agreement on the terms of PUD and Annexation Fee Agreements, which the Commission recommends be recorded to assure that subsequent owners of the property are bound by the Agreements.
14. Applicant shall secure an Access Permit from ITD, when the main entrance off of State Highway 55 is platted, and shall comply with all requirements of the Permit.
15. Applicant shall obtain, and maintain in good standing, all other permits required under state or federal law to proceed with the project.
16. The PUD approval for Phase I, without Final Plat approval by December 31, 2015, will expire on December 31, 2015. The approval for any phase, without Final Plat approval by December 31, 2025, will expire on December 31, 2025.
17. Modifications and/or variances as to street sections and parking shall be addressed on a phase by phase basis, and shall further be approved by the City Council.

18. Recommendation for Approval of proposed Height modifications/variances shall apply only in designated areas of the CBD zone, as shown in submitted exhibits.
19. All issues and concerns raised by the City Engineer shall be addressed in a Development Agreement and shall further be approved by the City Council, prior to any development action.
21. The Applicant shall present an Amended Phasing Plan on the entire project, for City Council's review and Approval.
22. The Development/PUD Agreement shall contain language which will require the Temporary Parking, (depicted on Figure 8, Phase 1 of the Applicant's Site Plan), to be developed according to City Ordinance requirements, which will include required dust mitigation and all other conditions as deemed necessary by the City Council.
23. The Development/PUD Agreement shall contain language which will require the Temporary Parking, (depicted on Figure 8, Phase 1 of the Applicant's Site Plan) to be developed within an acceptable time (example start construction of future phase within one year – to be completed within three years). Time frame to be determined as necessary by the City Council.
24. The Development/PUD Agreement shall contain language stating all bike lanes within the subject property/project shall be striped.
25. The Development/PUD Agreement shall contain language stating that, to the extent that there are existing Osprey/Canadian Goose nests on subject property, reasonable efforts shall be made to preserve the nests and to mitigate the impacts of the development on such nests. Any action pertinent to said Osprey/Canadian Goose nests must be Approved by City Council.
26. All exhibits and reference documents attached shall become a part of this official record.
27. All utilities shall be installed underground.

PLANNING AND ZONING COMMISSION DECISION/ACTION:

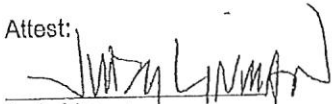
On November 10, 2008, the Donnelly Planning and Zoning Commission unanimously voted to recommend to the Donnelly City Council, APPROVAL WITH CONDITIONS, of the Preliminary Plat and Planned Unit Development for the Glen, File #PP-PUD 08-01.

Dated this 8th day of December, 2008



Sally Gilbert, Chairman
Donnelly Planning and Zoning Commission

Attest:



Judy Linman
Donnelly City Clerk

Donnelly Planning & Zoning Commission
November 10, 2008
File #CU/PP/PUD 08-01
FFCL'S -The Glen

EXHIBIT "C"

FINDINGS OF FACT AND CONCLUSIONS OF LAW
CITY OF DONNELLY
PLANNING & ZONING COMMISSION

ANNEXATION AND ZONING

File# AZ 08-01
THE GLEN

A public hearing was held on September 8, 2008, at 6:00 p.m. at the Donnelly Community Center, 169 Halferty Street, Donnelly, Idaho, to hear testimony regarding the above referenced application.

Applicant/ Property Owner: Dr. Claude Gendreau
The Glen, LLC
(Gendreau Realty Holdings, LLC)
1515 Bush Parkway
Buffalo Grove, IL 60089

Representative: Steven J. Millemann
Millemann, Pittenger, McMahan & Pemberton, LLC
PO Box 1066
McCall, ID 83638

Request:

The Applicant is requesting Annexation into the City of Donnelly, with the following zoning designations:

Central Business District (CBD) approximately 40 acres
Medium Density Residential (R-8) approximately 126 acres

Location:

The subject property is located in Valley County, consists of three parcels which consist of approximately 166 total acres. The subject property is generally located east of, and contiguous to State Highway 55 and north of the current Donnelly City limits.

Findings of Fact:

1. An application for the above stated purpose was received by the City of Donnelly on 3-14-08.
2. The proper fees were paid as required by the City of Donnelly.
3. The applicant requested annexation with zoning designations of:
 - R-8 (Medium Density Residential) – approximately 126 acres
 - CBD (Central Business District) – approximately 40 acres
4. The subject property is currently located in Valley County.
5. The subject property is contiguous to Donnelly City limits at the southern portion of the subject property.
6. The effective Comprehensive Plan future land use map is currently under revision.
7. Public hearing notices were sent to the affected property owners within three hundred feet (300') of the property on 8-20-08.

8. Public hearing notices were published in the Long Valley Advocate on 8-20, 8-27 and 9-3-08.
9. Public hearing notices were sent to affected agencies on 8-20-08.
10. The property was posted with public hearing notices, by the City on 8-21-08.
11. The hearing was held at the specified date, time and location of the notice.
12. The City received no public response in writing to the proposed application.
13. The following agencies responded to the public hearing notice regarding This development proposal:

ITD - 8-19-08

Valley Soil & Water Conservation Dist - 8-27-08

14. Public testimony was solicited at the hearing, and received from the following persons:

Steve Wright – In Favor

CONCLUSIONS OF LAW:

1. The City Council has the authority to annex property upon application as per Idaho Code 50-222 (2).
2. The property owner has voluntarily requested annexation.
3. The application meets the requirements of Idaho code 50-222.
The subject land is within Donnelly's Area of Impact and the application is in compliance with the overall goals and objectives of the adopted Comprehensive Plan and Map. The Comprehensive Plan, Future Land Use Map is currently under revision.
4. The request for Residential (R-8) and Central Business District (CBD) zoning designation(s), were found to be compatible with the overall land use pattern of surrounding properties.
5. The request does not constitute a special or privileged treatment of the parcel of land.
6. The request benefits the public interest and not solely the subject landowner.
7. The actual development of the property will require public input, and City Council approval to insure that a use will not be materially detrimental to the public health, safety and welfare.

PLANNING & ZONING COMMISSION DECISION FOR RECOMMENDATION:

On September 8, 2008, the the City of Donnelly Planning and Zoning Commission determined that the request(s) by Claude Gendreau, of the Glen LLC, for Annexation of approximately 166 acres with Residential (R-8) and Central Business District (CBD) zoning designations are compatible with the overall land use pattern of surrounding properties.

The City of Donnelly Planning & Zoning Commission voted unanimously to RECOMMEND APPROVAL TO THE DONNELLY CITY COUNCIL of the Applicant's request for Annexation of the Gendreau Realty Holdings, LLC property. The City of Donnelly Planning and Zoning Commission voted unanimously to recommend acceptance to the Donnelly City Council of the proposed zoning designations of Medium Density Residential (R-8) for approximately 126 acres, and Central Business District (CBD) for approximately 40 acres contingent upon approximate water services being acceptable to the City and closure of the legal descriptions.


Dated: this 10th day of November, 2008

By: Sally Gilbert
City of Donnelly - P&Z Chairman Gilbert

Attest: Judy Linman
Judy Linman, City Clerk

EXHIBIT D

ORDINANCE NO. 223

Instrument # 393607
VALLEY COUNTY, CASCADE, IDAHO
8-31-2016 02:06:51 PM No. of Pages: 8
Recorded for : CITY OF DONNELLY
DOUGLAS A. MILLER Fee: 31.00
Ex-Officio Recorder Deputy 
Index to: ORDINANCES

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF VALLEY COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF DONNELLY, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS ZONE CBD-CENTRAL BUSINESS DISTRICT AND ZONE R-8 (MEDIUM DENSITY RESIDENTIAL); DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Donnelly, Valley County, Idaho, is a municipal corporation duly organized and operating under the laws of the State of Idaho and is authorized to annex to and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, the owners of the real property described in Section 2 of the ordinance have requested, in writing, annexation of said real property to the City of Donnelly; and

WHEREAS, the Donnelly City Council on June 15, 2009, after public notice and public hearing on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings as required by law, and determined that the requested annexation should be granted and that the annexed property should be zoned *Zone CBD – Central Business District and Zone R-8 (Medium Density Residential)* pursuant to the Zoning Ordinance of the City of Donnelly.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DONNELLY, IDAHO, as follows:

Section 1: The Mayor and Council of the City of Donnelly, Idaho (the "City"), hereby find and declare that the real property described in Section 2 of this Ordinance is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, that the owner of said property has requested, in writing, annexation of said property by the City, and that the requirements of Section 50-222, Idaho Code, for annexation of said property, have been satisfied.

Section 2: The real property, all located in Valley County, Idaho, particularly described in Exhibit, "A" which is annexed hereto and by reference incorporated herein, is hereby annexed to and incorporated within the territorial limits of the City of Donnelly, Idaho. From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, regulations, taxation, and other powers of the City of Donnelly.

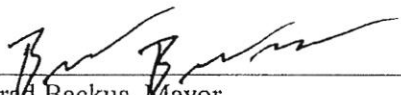
Section 3: The zoning classification for the property described in Section 2 above is hereby established as *Zone CBD – Central Business District and Zone R-8 (Medium Density Residential)*, as provided in the Zoning Ordinance of the City, and as shown on Exhibit “B”. The official zoning map of the City is hereby amended to include the real property described in Section 2 above in the *CBD – Central Business District and R-8 (Medium Density Residential)* zoning districts. The legal description of the property comprising the Central Business District is attached as Exhibit “B-1”. The legal description of the property comprising the Zone R-8 (Medium Density Residential) is attached as “Exhibit “B-2”.

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, certified copies of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Valley County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 5: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once and shall take effect and be in force from and after its passage, approval, and publication.


DATED the 15 day of June, 2015.

CITY OF DONNELLY



Brad Backus, Mayor

ATTEST:



Cami Hedges, City Clerk



Ordinance No. 223

EXHIBIT "A"
BOUNDARY DESCRIPTION

A parcel of land located in the northwest 1/4 of the southeast 1/4, and the northeast 1/4, of Section 10, T.16N., R.3E., B.M., Valley County, Idaho, more particularly described as;

COMMENCING at the north 1/4 corner of said Section 10; thence, along the north section line of said Section 10,

- A.) S.89°24'07"E., 52.60 feet to a point on the east Right-of-Way line for Highway 55, the **POINT OF BEGINNING**; thence, continuing along said section line,
- 1.) S.89°24'07"E., 1277.14 feet to a point marking the E 1/16 corner of said section; thence, continuing along said section line,
- 2.) S.89°24'07"E., 1329.51 feet to a point marking the corner common to Sections 2, 3, 10, and 11, thence, departing said north section line, along the east section line of said Section 10,
- 3.) S.00°02'15"W., 2223.34 feet; thence, departing said section line,
- 4.) N.89°18'13"W., 1331.47 feet; thence,
- 5.) S.00°04'54"W., 420.00 feet; thence,
- 6.) N.89°18'14"E., 597.27 feet; thence,
- 7.) S.00°12'41"E., 1322.40 feet to a point on the north boundary of the townsite of Donnelly, thence, along the said north boundary of said townsite,
- 8.) N.89°00'35"W., 178.54 feet; thence, continuing along the said north boundary of said townsite,
- 9.) S.00°53'55"W., 5.51 feet; thence, continuing along the said north boundary of said townsite,
- 10.) N.89°26'34"W., 514.08 feet, to a point on the east Right-of-Way line for Highway 55, thence, along the said Right-of way line,

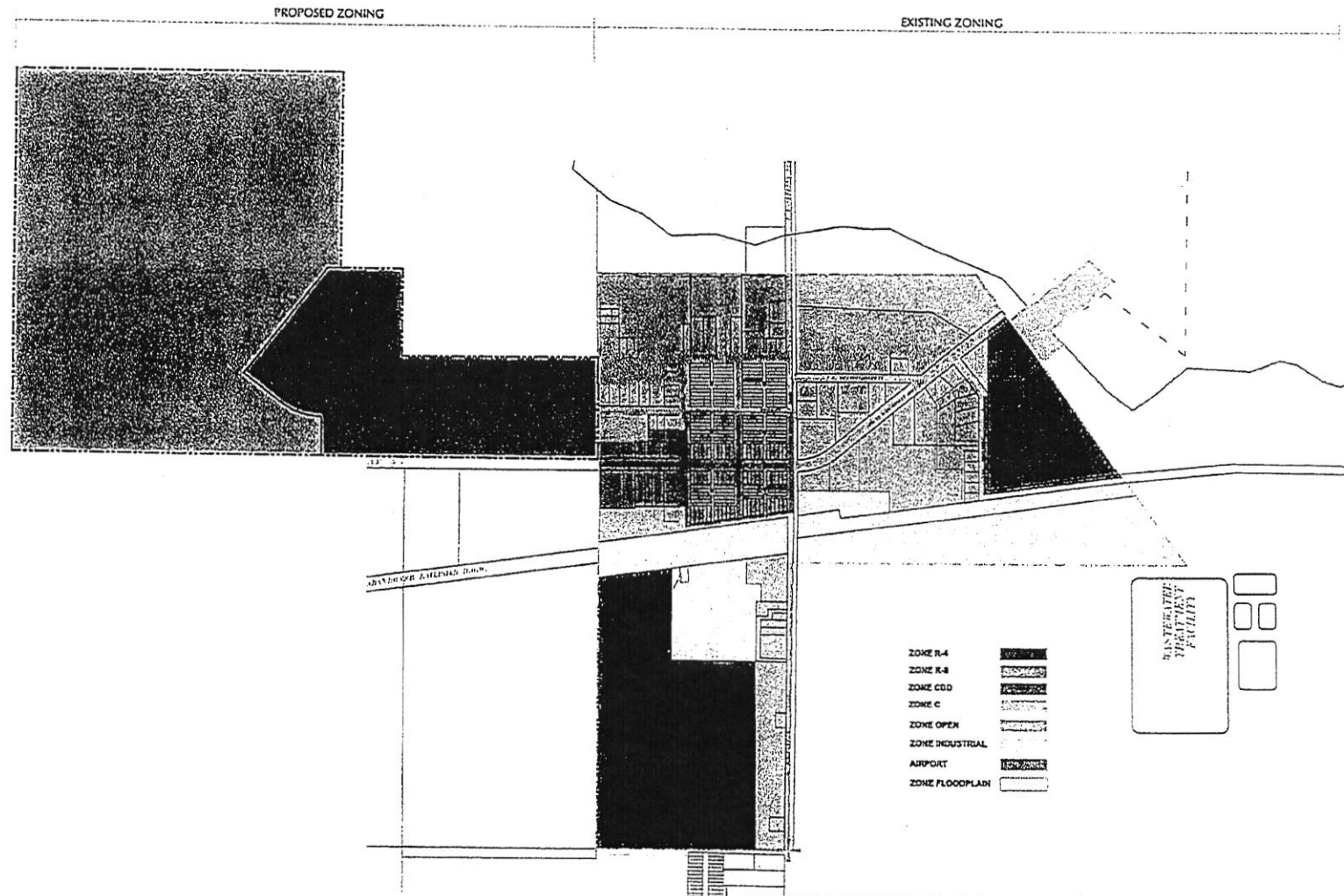
11.) N.0°09'56"E., 3902.38 feet, to a Highway Right-of-Way monument, thence,
continuing along said Right-of-Way,

12.) N.0°34'25"E., 64.57 feet, to the **POINT OF BEGINNING.**

CONTAINING 166.36 Ares, more or less.

SUBJECT TO all Covenants, Rights-of-Way and Easements of Record.

EXHIBIT "B"



REVISED EXISTING CITY & PROPOSED P.U.D. ZONING

Scale 1" = 300'

0 300 600

EPIKOS
LAND PLANNING
ARCHITECTURE

McCall Office
1000 N. 1st Street
PO Box 2000
McCall, Idaho 83440
Tel: 208.834.1111
Fax: 208.834.1111

www.epikoslandplanning.com

SECSH
SPECIALTY ENGINEERING & CONSULTING

THE GLEN
Donnelly, Valley County, Idaho

Prepared by: [Name]
Checked by: [Name]
Date: 5/13/2009
Project No: 09030.00
Drawn by: [Name]
Checked by: [Name]
Scale: [Scale]

FIG. 2

EXHIBIT "B-1"

SECESH ENGINEERING, INC.

335 Deinhard Lane, Suite 1
P.O. Box 70
McCall, ID 83638
208-634-6336 • FAX 208-634-6322

**BOUNDARY DESCRIPTION
THE GLEN
CENTRAL BUSINESS DISTRICT ZONING PARCEL**

A parcel of land, located in the northeast 1/4 of Section 10, T.16N., R.3E., B.M., more particularly described as follows:

COMMENCING at the NW corner of said Section 10; thence, along the east line of said Section 10,

- A.) S.0°02'15"W., 2223.34 feet; thence, departing said section line,
- B.) N.89°18'13"W., 1331.47 feet to a point on the east line of the W 1/2 of the NE 1/4 of said Section 10, the **POINT OF BEGINNING**; thence, along said 1/16 section line,
 - 1.) S.0°04'54"E., 420.54 feet to the C-E 1/16 corner of said Section 10; thence, along the south line of the W 1/2 of the NE 1/4 of said Section 10,
 - 2.) N.89°18'14"W., 597.27 feet; thence, departing said 1/4 section line,
 - 3.) S.0°12'42"E., 1332.40 feet to the northeast corner of Ashley Subdivision; thence, along the boundary of said subdivision,
 - 4.) S.89°00'35"W., 178.54 feet; thence,
 - 5.) S.0°53'55"W., 5.51 feet to a point on the south line of the NW 1/4 of the SE 1/4 of said Section 10, the north limits of the City of Donnelly; thence, along said 1/16 section line,
 - 6.) N.89°26'34", 514.08 feet to a point on the east Right-of-Way line of State Highway 55; thence, along said Right-of-Way,
 - 7.) N.0°09'56"E., 1862.17 feet; thence, departing said Right-of-Way,

- 8.) S.89°50'45"E., 262.56 feet; thence,
- 9.) N.0°00'00"E., 15.48 feet to the beginning of a tangent curve; thence,
- 10.) along said curve to the right having a radius of 400.00 feet, an arc length of 265.93 feet, through a central angle of 38°05'32", and a chord bearing and distance of N.19°02'46"E., 261.06 feet; thence, tangent from said curve,
- 11.) N38°05'32"W., 331.80 feet; thence,
- 12.) S.52°09'26"E., 921.74 feet to a point on the east line of the W 1/2 of the NE 1/4 of said Section 10; thence along said 1/16 section line,
- 13.) S.0°04'54"W., 86.79 feet to the **POINT OF BEGINNING**.

CONTAINING 43.09 Acres, more or less.

EXHIBIT "B-2"

SECESH ENGINEERING, INC.

335 Delnhard Lane, Suite 1
P.O. Box 70
McCall, ID 83638
208-634-6336 • FAX 208-634-6322

BOUNDARY DESCRIPTION

THE GLEN

R-8 (MEDIUM DENSITY RESIDENTIAL) PARCEL

A parcel of land, located in the northeast 1/4 of Section 10, T.16N., R.3E., B.M., more particularly described as follows:

BEGINNING at the northeast corner of said Section 10; thence, along the east line of said Section 10,

- 1.) S.0°02'15"W., 2223.34 feet; thence, departing said section line,
- 2.) N.89°18'13"W., 1331.47 feet to a point on the east line of the W 1/2 of the NE 1/4 of said Section 10 thence, along said 1/16 section line,
- 3.) N.0°04'54"E., 86.79 feet; thence, departing said 1/16 section line,
- 4.) N.52°09'26"W., 921.74 feet; thence,
- 5.) S.38°05'32"W., 331.80 feet to the beginning of a tangent curve; thence,
- 6.) along said curve to the left having a radius of 400.00 feet, an arc length of 265.93 feet, through a central angle of 38°05'32", and a chord bearing and distance of S.19°02'46"W., 261.06 feet; thence, tangent from said curve,
- 7.) S.0°00'00"W., 15.48 feet; thence,
- 8.) N.89°50'45"W., 262.56 feet to a point on the east Right-of-Way line for State Highway 55; thence, along said Right-of-Way,
- 9.) N.0°10'41"E., 2104.79 feet to a point on the north line of said Section 10; thence, along said section line,
- 10.) S.89°24'07"E., 2606.65 feet to the **POINT OF BEGINNING**.

CONTAINING 123.26 Acres, more or less.

THE GLEN ANNEXATION AGREEMENT

This Annexation Agreement, hereinafter referred to as this "**Agreement**", is entered into effective the 28 day of October, 2014, by and between the City of Donnelly, a municipal Corporation of the State of Idaho, hereinafter referred to as the "**City**" or "**Donnelly**", and The Glen, LLC., hereinafter referred to as the "**Glen**", an Idaho limited liability company, whose address is P.O. Box 1066, McCall, Idaho, 83638, and who is the owner of The Glen Planned Unit Development (the "**Project**") which is more particularly described in the attached **Exhibit "A"** (the "**Property**").

WHEREAS, on June 15, 2009, the Donnelly City Council approved The Glen's application for annexation into the City of Donnelly (Annexation File #AZ 08-01), contingent on the finalization of a Development Agreement between the Glen and the City; and,

WHEREAS, on June 15, 2009, the Donnelly City Council approved The Glen's application for a Planned Unit Development and for approval of the Phase One Preliminary Plat (Conditional Use Permit/Preliminary Plat/Planned Unit Development File #CU-PP-PUD 08-1), contingent on the finalization of a Development Agreement between the Glen and the City; and,

WHEREAS, the *Findings of Fact and Conclusions of Law for Conditional Use Permit, Preliminary Plat and Planned Unit Development (CU-PP-PUD 08-01)-the Glen Development* are attached hereto as **Exhibit "B"**.

WHEREAS, the *Findings of Fact and Conclusions of Law for Annexation and Zoning (AZ 08-01)-the Glen Development* are attached hereto as **Exhibit "C"**.

WHEREAS, the City and the Glen have reached agreement on the remaining issues related to the annexation of the Property and development of the Project, which agreement the City and the Glen desire to memorialize.

WHEREFORE, the City and the Glen do enter into this Agreement, and for and in consideration of the mutual covenants, duties and obligations herein set forth, do agree as follows:

ARTICLE I LEGAL AUTHORITY

1.1 This Agreement is made pursuant to and in accordance with the provisions of Article 17.10 of the Donnelly Zoning Ordinance.

ARTICLE II ANNEXATION IMPACTS

2.1 The City engaged BBC Research & Consulting and Galena Consulting ("BBC") to develop a fiscal impact model analyzing the effects of the annexation of the Project on the City's finances. BBC produced the *Donnelly Annexation Fee Study Final Report*, dated March

18, 2009, and an Addendum thereto, dated June 23, 2009. Therein, BBC concluded that, valuing the Project's units at developer-provided market values, the Project will generate a "Base Case" net present value surplus of \$7.85 million for the City (i.e. revenue to the City resulting from the Project will exceed expenses incurred by the City as a result of the Project by \$7.85 million). In the Addendum, BBC concluded that, even if the Project's units were valued at only 55% of the developer-provided market values, the Project will generate a "Base Case" net present value impact of \$0 on City finances (i.e. revenue to the City resulting from the Project will equal expenses incurred by the City as a result of the Project). The City has since used the BBC Model to test a variety of revenue and expense assumptions regarding the Project and has updated property tax related revenue projections. The City has concluded that the conclusions of the BBC Report are sound.

2.2 The Glen has paid the City the sum of \$47,811.58 in reimbursements to the City for its expenses incurred in the review of the Glen Applications and the BBC Report. In addition, the Glen has paid BBC \$28,500 for its study and the preparation of the Report. The Glen has also contributed to the cost of the preparation of the City's Water Master Plan and the City's storm water collection system.

2.3 No further fee for annexation of the Project shall be assessed by the City or shall be paid by the Glen.

ARTICLE III SANITARY SEWER SYSTEM IMPROVEMENTS

3.1 The Property has been annexed into the North Lake Recreational Water and Sewer District (the "**District**"). Sanitary sewer service to the Glen shall be provided by the District. The Glen has prepaid the District \$600,000 in "Sewer Service Availability Fees" and \$150,000 in "Sewer Line Capacity Fees". The Glen has also funded 100% of the cost of construction of a regional lift station (approximately \$432,500) to be owned and operated by the District. The sewer system for the Glen shall be designed, installed and maintained in compliance with the requirements of the District. Prior to final plat approval by the City of any phase of the Project, the Glen shall provide the City with a "Will Serve" letter from the District confirming that the District has the capacity to service the needs of the platted area and that the sewer collection system has been approved by the District.

ARTICLE IV WATER SYSTEM

4.1 The Glen acknowledges that the City does not have the present capacity to furnish potable water to the Project. Although no final evaluation or design has been completed of the additional facilities which will be needed to provide potable water to the Project, preliminary assessments suggest that at least one new well and one new water storage facility will be required to service the Project at build out. The City and the Glen agree as follows:

4.1.1 The City and representatives of the Glen shall meet at least annually to review the status of the Project and the City's potable water system.

4.1.2 The City will continue to explore funding sources for required expansions to its potable water system and will endeavor to keep the Glen apprised of any funding opportunities which are discovered by the City.

4.1.3 The Glen proceeds with annexation and enters into this Agreement with the understanding that the City does not have the present capacity to furnish potable water to the Project; and, further, that the City has no obligation to provide potable water to the Project until a source of funding for the required water system improvements acceptable to the City is identified.

4.1.4 Final plat approval by the City of each subsequent phase of the Project shall be conditioned on the City and the Glen reaching a mutually acceptable agreement regarding the facilities which will be required to deliver potable water to that phase of the Project and the source of funding for such facilities.

ARTICLE V PHASING PLAN

5.1 The Phasing Plan for the Project which was contained in the Applications is modified as follows. The final plat for Phase 1 (i.e. including the lots, blocks, streets, easements and features identified in the approved Phase 1 Preliminary Plat and those required by the City's Ordinances and regulations) shall be submitted to the City on or before December 31, 2017. The preliminary plat for Phase 1, Block 1 of the Project (the Condominium Plat) shall be submitted to the City on or before December 31, 2022. The final plat for Phase 1, Block 1 shall be submitted to the City within 18 months after the City's final approval of the preliminary plat for Phase 1, Block 1. The preliminary plats for the successive phases of the Project shall be submitted to the City in not less than five year intervals, measured from the date on which the prior Phase's final plat was approved by the City. As an example, if the final plat for Phase 1, Block 1 were to be approved by the City on December 1, 2023, then the preliminary plat for the next phase of the Project must be submitted to the City on or before December 1, 2028. The approximate boundaries of the ten Phases on the Project, as approved, are identified in the "Revised Preliminary Phasing Plan" which was submitted to the City on or about February 11, 2009. Phases may be divided into sub-phases and may be platted out of numerical order. However, phases as platted shall be "stand alone" such that the resulting community, if no additional phases were platted and developed, would be contiguous and reasonably assembled. The preliminary and final plats which are referred to in this Phasing Plan will include all features and elements required by the City's Ordinances and Regulations then in effect for subdivision plats. Other than the platting of Phase 1, Block 1, the platting of vertical units (ex. condominiums) is not subject to this Phasing Plan and will be market driven.

ARTICLE VI
PLAN REVIEW AND INSPECTION FEES

6.1 As the platting and construction of the Project proceeds, the parties anticipate that the City may be reasonably required to retain third party consultants or firms to perform some or all of the following services for the City, specific to the Glen:

- 6.1.1 Review of preliminary and final plats;
- 6.1.2 Review of plans and specifications for streets and related infrastructure;
- 6.1.3 Review of building permit submittals for structures;
- 6.1.4 Inspection of streets and related infrastructure during and at the conclusion of the construction process; and,
- 6.1.5 Inspection of structures during and at the conclusion of the construction process.

6.2 To the extent that the cost of such plan review and inspection services is not adequately addressed in existing City fee schedules, the Glen or the owner of the parcel in the Project for which the plat, plan or submittal is made shall reimburse the City for the actual cost to the City of such aforesaid plan review and/or inspection services.

ARTICLE VII
CITY HALL/LIBRARY PAD

7.1 As part of the Final Plat for either Phase 2 or Phase 4 of the Project, or any sub-plat thereof, the Glen shall designate a parcel or lot adequate in size for the City's construction of a new City Hall (the "**Municipal Parcel**"). Upon recordation of the said final plat, the Glen shall donate the Municipal Parcel to the City. The Municipal Parcel shall not be used by the City for other than the construction of a new City Hall, except with the prior written consent of the Glen, which may be granted or withheld by the Glen in its sole discretion. The City shall be solely responsible for the development of the Municipal Parcel and for all of the costs related to site preparation and construction of the new City Hall, including all utility connection fees. In the event that the city has not constructed a new City Hall on the Municipal Parcel within ten (10) years after the donation of the Municipal Parcel to the City, then the Municipal Parcel shall be reconveyed by the City to the Glen at no cost to the Glen.

ARTICLE VIII
ADDITIONAL CONDITIONS

8.1 All utilities in the Project shall be installed underground.

8.2 Temporary parking, (depicted on Figure 8, Phase 1 of the Applicant's Site Plan), will be developed according to the City Ordinance requirements, which will include required dust mitigation.

8.3 Final Plat approval for Phase 1, Block 1 shall be contingent on the Glen's submittal of A Construction Sequencing Plan for Phase 1 which is reasonably acceptable to the City and which includes the Temporary Parking depicted on Appendix A, Figure 8 ("Phase 1 Site Plan") of the Application.

8.4 All bike lanes within the Project shall be striped.

8.5 To the extent that there are existing Osprey/Canadian Goose nests on the Property, reasonable efforts shall be made to preserve the nests and to mitigate the impacts of the Project on such nests.

8.6 Streets, utilities and related infrastructure shall be constructed in compliance with the Idaho Standards for Public Works Construction.

8.7 Upon the execution of this Agreement by all parties, the Glen shall dedicate Old Street, as depicted on the Phase 1 Preliminary Plat, to the City.

8.8 All common open space, parks, trails and playgrounds which are created within the Project shall be dedicated to the public and conveyed to the City or open to the use of the public. In either case, the public shall have the right to use such property or facilities on the same basis and subject to the same restrictions, terms and conditions as are applied to owners of parcels or units within the Project. Exclusive open space and/or amenities which are created within the Project shall not be dedicated to or open to the public and may be reserved for the use of some, but less than all owners of parcels or units within the Project.

ARTICLE IX ZONING CLASSIFICATION

9.1 Upon the execution of this Agreement by the City and the Glen, the City shall adopt an Annexation Ordinance annexing the Property and amending the City's Zoning Map to assign the Property the R8 and CBD zones which are proposed in the Project Applications, as approved, and as reflected in the attached **Exhibit "D"**. The Glen shall be entitled to graze livestock and engage in agricultural practices on the portions of the Property which have not been final platted.

ARTICLE X
MISCELANEOUS

10.1 This Agreement may be modified only by means of a subsequently executed and acknowledged written agreement.

10.2 In the event The Glen fails to comply with the commitments set forth herein, within one hundred twenty (120) days after the delivery to the Glen of written notice of such failure from the City, in addition to any other remedies which the City may have available to it, the City shall have the right, without prejudice to any other rights or remedies, to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement, and to collect the direct costs associated with such action from The Glen.

10.3 In the event that a judicial dispute arises regarding the enforcement or breach of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorneys' fees and costs reasonably incurred, including fees and costs incurred on appeal.

10.4 If any term, provision, commitment or restriction of this Agreement or the application thereof to any party shall be held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

10.5 After its execution, this Agreement and adoption by the City of an Annexation Ordinance, this Agreement shall be recorded in the office of the Valley County Recorder, at the expense of The Glen. Each commitment and covenant contained in this Agreement shall benefit and burden the Property and shall run with the Property. This Agreement shall be binding on the City and The Glen and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The Glen shall not be relieved of its responsibilities and duties under this Agreement absent an agreement with the City which designates a successor to The Glen who accepts such responsibilities and duties as are then remaining.

10.6 Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

Donnelly: City Clerk
City of Donnelly
P.O. Box 725
Donnelly, Idaho 83615


The Glen: The Glen, LLC
Dr. Claude Gendreau
1515 Bush Parkway
Buffalo Grove, IL 60089

With copy to:
Steve Millemann
Millemann, Pittenger, McMahan & Pemberton LLP
P.O. Box 1066
McCall, Idaho 83638


or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, or three (3) business days after deposit in the United States mail, if sent by mail.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, effective on the day and year first above written.

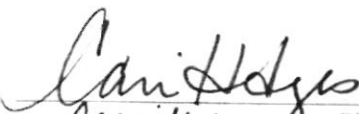
THE GLEN, LLC

By: 
CLAUDE GENDREAU

CITY OF DONNELLY

By: 
Brad Backus, Mayor

ATTEST:

By: 
Cami Heagy, City Clerk

STATE OF IDAHO,)
(ss.
County of Valley.)

On this 28 day of Oct, 2014, before me, CAMILA HEDGES, a Notary Public in and for said State, personally appeared BRAD ECKHUS known or identified to me to be the Mayor of the City of Donnelly, who executed the said instrument, and acknowledged to me that said municipality executed the same.

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



[Signature]
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 3/17/19

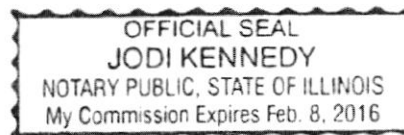
STATE OF IDAHO,)
(ss.
County of Valley.)

On this _____ day of _____, 2014, before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the City Clerk of the City of Donnelly, who executed the said instrument, and acknowledged to me that said municipality executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF IL,)
(ss
County of Cook)



On this 23rd day of Sept, 2014, before me Jodi Kennedy, a Notary Public in and for said State, personally appeared _____ the _____ of THE GLEN, LLC, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said Limited Liability Company.

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

[Signature]
NOTARY PUBLIC FOR
My Commission Expires: 2/8/16