

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

VISION STATEMENT

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

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

April 15, 2025

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Grant MacLean, Trinity Lutheran Church

C. PLEDGE OF ALLEGIANCE

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

E. PRESENTATIONS:

1. City Poet Laureate, Jennifer Passaro, Reading “Coeur d’Alene”
2. Proclamation – Arbor Day – April 15, 2025

Accepted by: Nick Goodwin, Urban Forester

3. Proclamation – International Dark Sky Week– April 21-28, 2025

Accepted by: James Fillmore, Ph.D.

4. Proclamation – Idaho Gives Week– April 28- May 1, 2025

Accepted by: Sarah Lynch, Ph.D.

5. Presentation – Lake City Center Update

Presented by: Nancy Phillips, Director

6. Presentation – Downtown Core/Infill Working Group Update

Presented by: Hilary Patterson, Community Planning, Director

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

G. ANNOUNCEMENTS:

1. City Council
2. Mayor – Appointment of Monica Donegan to the Pedestrian Bicycle Committee.

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

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

1. Approval of Council Minutes for the April 1, 2025 Council Meeting.
2. Setting of a Public Hearing for May 20, 2025 for ZC-3-25- a Zone Change request by Melrose Properties, LLC from R-12 to C-17L on three (3) parcels measuring 0.957 acres, located at: 417, 421, and 503 W. Emma Avenue
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Approval of **Resolution No. 25-015**
 - a. Approval of an MOU with Emerge CDA for student art scholarships in the amount of \$12,930.00.

As Recommended by the City Administrator and Arts Commission

I. OTHER BUSINESS:

1. **Resolution No. 25-016** -Accepting the bid of, and approving a contract with, Interstate Concrete and Asphalt Company for the 2025 Mill and Inlay Project in the amount of \$735,467.30.

Staff Report by: Todd Feusier, Street and Engineering Director

2. **Resolution No. 25-017** -Accepting the bid of, and approving a contract with, Ginno Construction of Idaho, Inc. for the Police Storage Building in the amount of \$1,095,000.00.

Staff Report by: Adam Korytko, Building Maintenance Superintendent

3. **Resolution No. 25-018** -Declaration of the City’s intent to reimburse the expenditure of a of one KME K-180 Type 1 Pumper truck in the amount of \$1,015,000.00, from the tax-exempt obligations.

Staff Report by: Deputy Fire Chief, Lucas Pichette

J. PUBLIC HEARING:

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

1. (Quasi-judicial) ZC-2-25 – a zone change from R-17 to C-17, R-3 to C-17L, and C-17L to R-3, and amendments to the Annexation and Development Agreement on property North of I-90 and Woodside Ave., South of West Hanley Ave., East of Hutter Rd., and West of Atlas Rd., commonly known as "Coeur Terre."

Staff Report: Sean Holm, Senior Planner

- a. **Council Bill No. 25-1009**- Ordinance Approving a zone change from R-17 to C-17, R-3 to C-17L, and C-17 to R-3, on property North of I-90 and Woodside Ave., South of West Hanley Ave., East of Hutter Rd., and West of Atlas Rd., commonly known as “Coeur Terre.”
- b. **Resolution No. 25-019** - Approving Amendment No. 1 to the Annexation and Development Agreement on property North of I-90 and Woodside Ave., South of West Hanley Ave., East of Hutter Rd., and West of Atlas Rd., commonly known as “Coeur Terre.”

K. EXECUTIVE SESSION

L. RECESS:

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



Coeur d'Alene CITY COUNCIL MEETING

April 15, 2025

MEMBERS OF THE CITY COUNCIL:

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

PRESENTATIONS

PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal; and

NOW, THEREFORE, I Woody McEvers, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April 15th, 2025 as

"ARBOR DAY"

And I urge all citizens to join in the celebration of Arbor Day on Friday April 25th, 2025 and to support efforts to protect our trees and woodlands, and

Further I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 15th day of April, 2025.



Woody McEvers
Woody McEvers, Mayor

ATTEST:

Renata McLeod
Renata McLeod, City Clerk



Arbor Day 2025

Tree City USA Stats 2024 41 years! And growth award

- Tree Planting
324 public trees planted
- Tree Removal
82 public trees removed
- Tree Maintenance
793 public trees pruned



Arbor Day Celebration 2025

Friday, April 25th @ 10:00 am -2:00 pm

Tree Planting at Rod Edinger/Persons Field 10 trees

- Tree planting (replacement of dead street trees along fence line 10:00 – 12:00)
- Pastries/Coffee(donated by Sun Valley Tree Service)
- Tree Info



Arbor Day Celebration 2025

Friday, April 25th @ 10:00 am- 2:00 pm
Celebration at Persons field

- Tree info
- Free Seedlings
- Free raffle for larger tree

NIC Arbor Day 2025

Saturday April 26th 12:00-2:00pm

- NIC Drive Through Tree Give away – Molstead Library
- Seedling give away
- Nursery and Vendor booths
- And more



CELEBRATE ARBOR DAY 2025

WITH THE CITY OF COEUR D'ALENE

CITY TREE PLANTING

APRIL 25TH - 2025
PERSONS FIELD

701 N. 15TH STREET.

10:00 AM - 12:00 PM

COFFEE AND DONUTS AVAILABLE

TO ALL WHO ATTEND

SEEDLING GIVE AWAY BOOTH

10:00 AM - 2:00 PM



NORTH IDAHO COLLEGE ARBOR DAY
TREE GIVE AWAY
SATURDAY 04/26/2025
12:00-2:00 PM

MOLSTEAD LIBRARY PARKING LOT NIC
CAMPUS (FOLLOW THE SIGNS)

TREE GIVE AWAYS, NURSERY BOOTHS AND
MORE!!

QUESTIONS? 208/769-2266

Join us for
Arbor day!

Seedling Program

Seedlings given out to all 4th grade students in north Idaho, over 2500 seedlings will go out in 2025 more than 88,000 and 75 different species since 1985.

THANKS TO ALL OFF OUR DONORS!

- Avista utilities
- Bartlett tree experts
- Idaho Forest Group
- Idaho Forest Owners Association
- Idaho Tree Farmers
- Inland Empire Paper Co.
- Inland Forest Management
- Potlatch Deltic Corporation
- Sitmson Lumber Company

Seedling species

- River birch
- Austrian pine
- European mountain ash
- Flowering crabapple

THANK YOU!

PROCLAMATION

WHEREAS, the aesthetic beauty and wonder of a natural night sky is a public resource and a shared heritage of all humankind; and the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature, especially among young people and out-of-area visitors within the local communities; and

WHEREAS, light pollution has specifically established economic and environmental consequences, which result in significant impacts on the ecology and human health of all communities; and

WHEREAS, recent data shows that North America on average has a 10.4percent increase in light pollution annually over the last 10 years, which means more people will live with excessive artificial lighting at night that disrupts natural darkness and may never experience the visual wonder of living under a dark sky; and

WHEREAS, Idaho is home to dozens of nocturnal wildlife species that rely on undisturbed night environments to hunt, mate, and thrive; and

WHEREAS, Darksky International, headquartered in Tuscon, Arizona has created International Dark-Sky Week to raise awareness of light pollution, and to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting

NOW, THEREFORE, I Woody McEvers, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 21st through April 28th, 2025 as

"INTERNATIONAL DARK-SKY WEEK"

In Coeur d'Alene, Idaho, I ask each resident to join me, not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark skies resources.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this April 15th, 2025.



Woody McEvers
Woody McEvers, Mayor

ATTEST:

Renata McLeod
Renata McLeod, City Clerk



Why should the city participate in International Dark Sky Week proclamations?



Image: Mike Knell

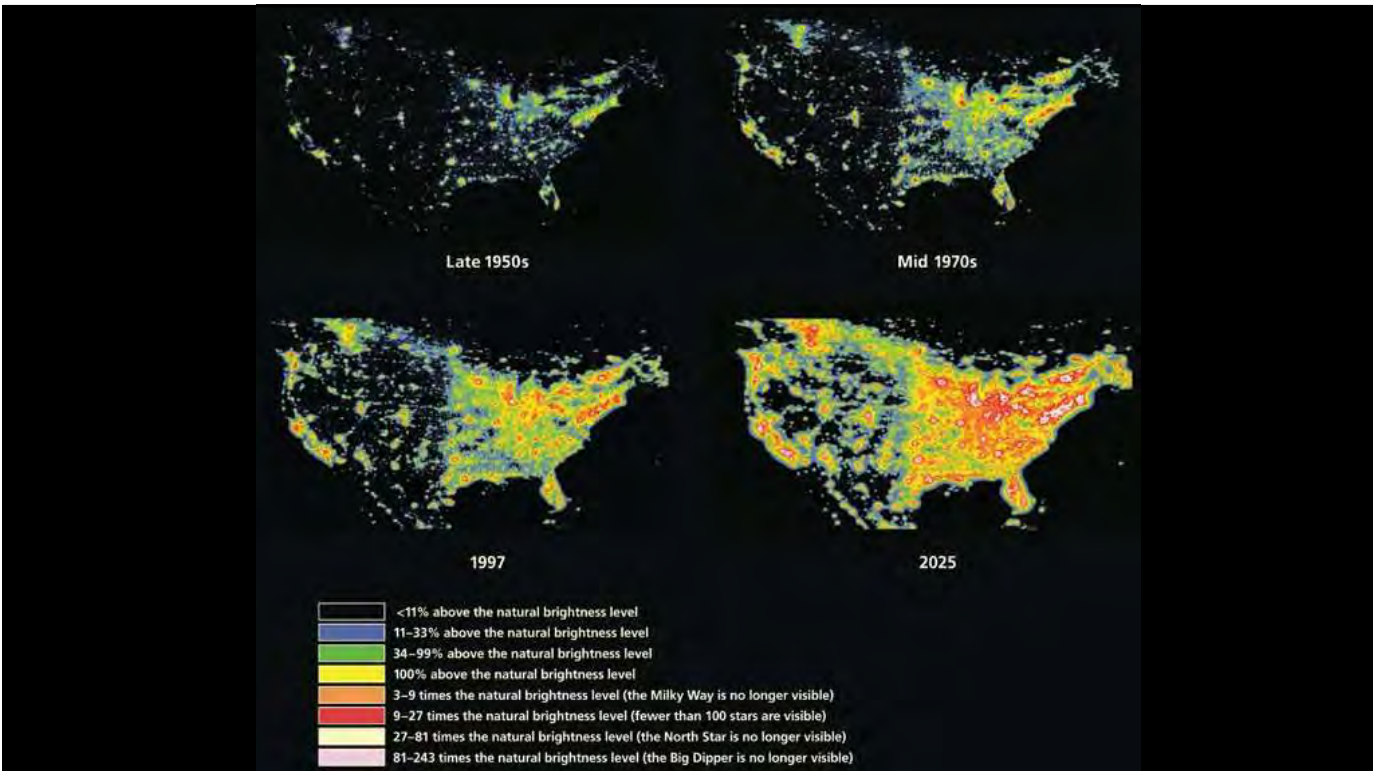
LIGHT POLLUTION

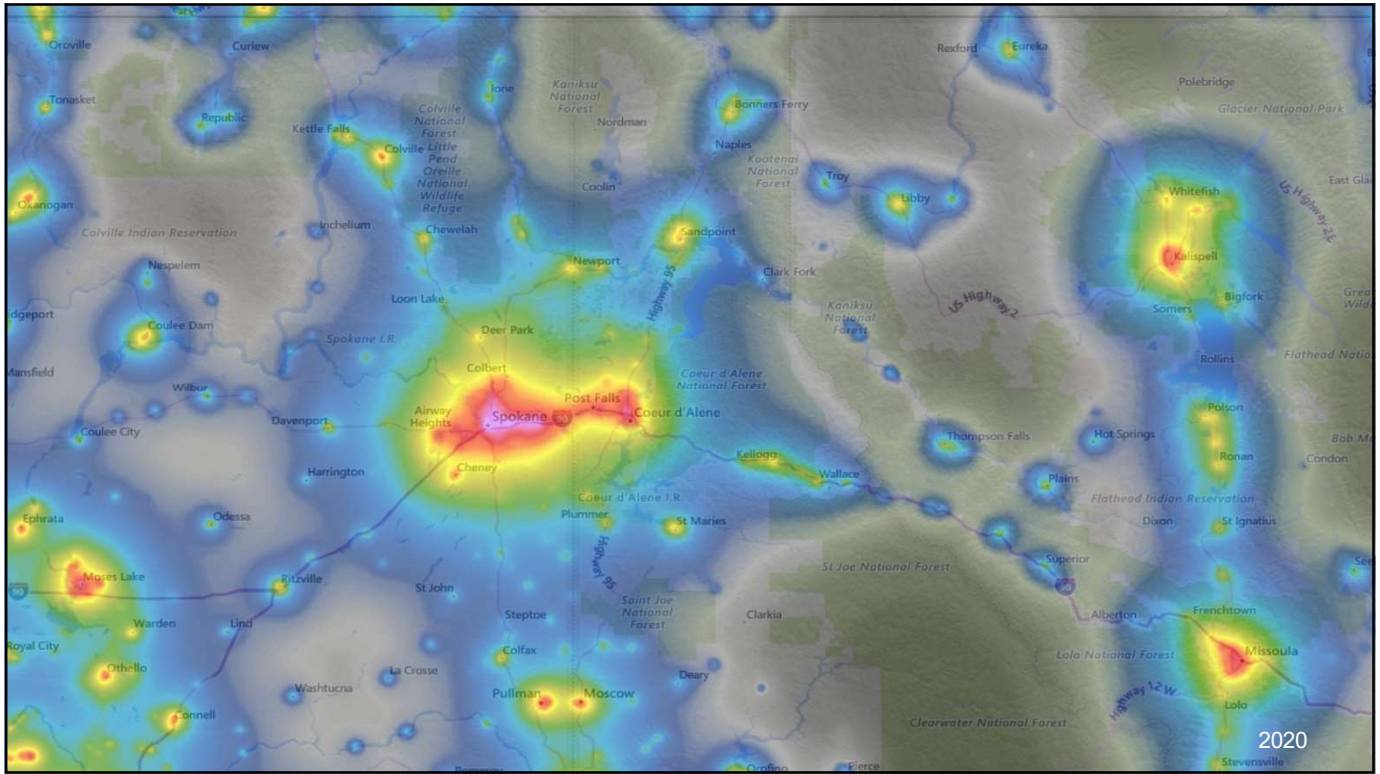
International Dark-Sky Association



SKYGLOW

International Dark-Sky Association





So why is there so much lighting?



Many people think more light is more safe.

MYTH: MORE LIGHTING IS SAFER



Glare from bright, unshielded lights actually decreases safety because it shines into our eyes and constricts our pupils.



LIGHT POLLUTION
CONSEQUENCES ARE
BEYOND SKYGLOW

ECOLOGICAL IMPACTS

**Every year millions
of birds die colliding
with needlessly
illuminated buildings
and towers.**



BIRDS

Get confused
by the light



International Dark-Sky Association

Insects are responsible for pollinating 80% of all trees and bushes on the planet including most of our food.



TREES

bud earlier and
lose their leaves
later under
artificial light

International Dark-Sky Association



Exposure to Artificial Light at Night Can Harm Your Health

Research suggests that artificial light at night can negatively affect human health, increasing risks for obesity, depression, sleep disorders, diabetes, breast cancer and more.



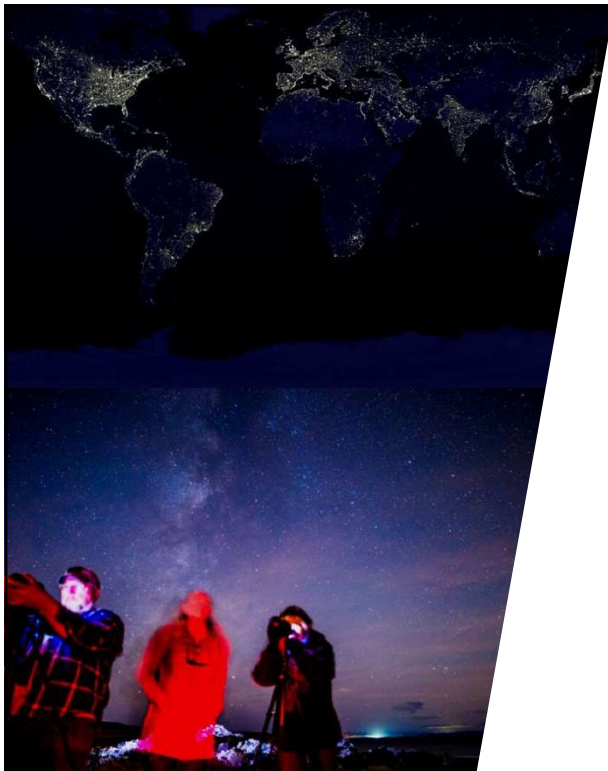
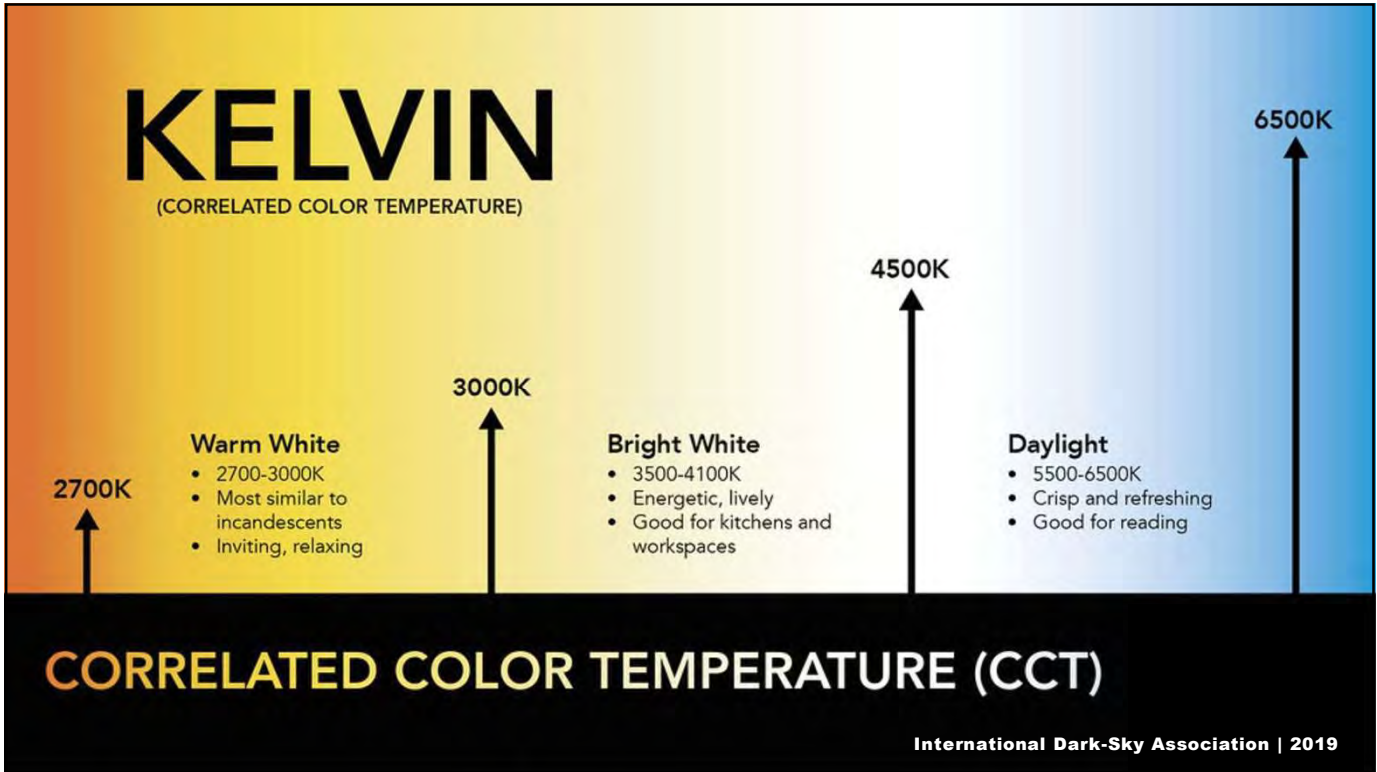
Not All Artificial Light Is Created Equally

A 2016 American Medical Association report expressed concern about exposure to blue light from outdoor lighting and recommends shielding all light fixtures and only using lighting with 3000K color temperature and below.



**Not just outside, but inside lighting
can affect human health as well:**

- Interferes with Circadian Rhythm**
- reduces Melatonin production**



ENERGY WASTE

2.2 BILLION DOLLARS

spent every year on unneeded lighting (USA)

22,000 gigawatt-hours

of produced electricity a year are wasted
by unnecessary lighting



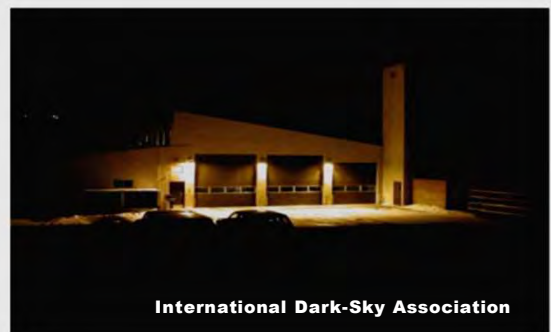
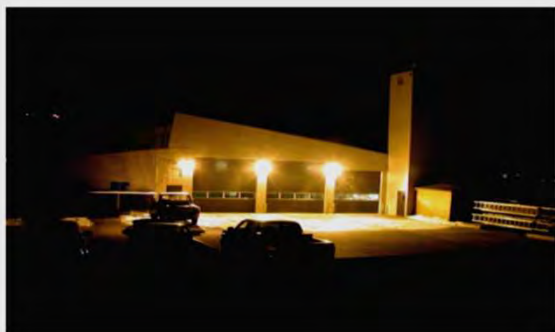
LIGHT POLLUTION

Has a simple solution: better lighting design

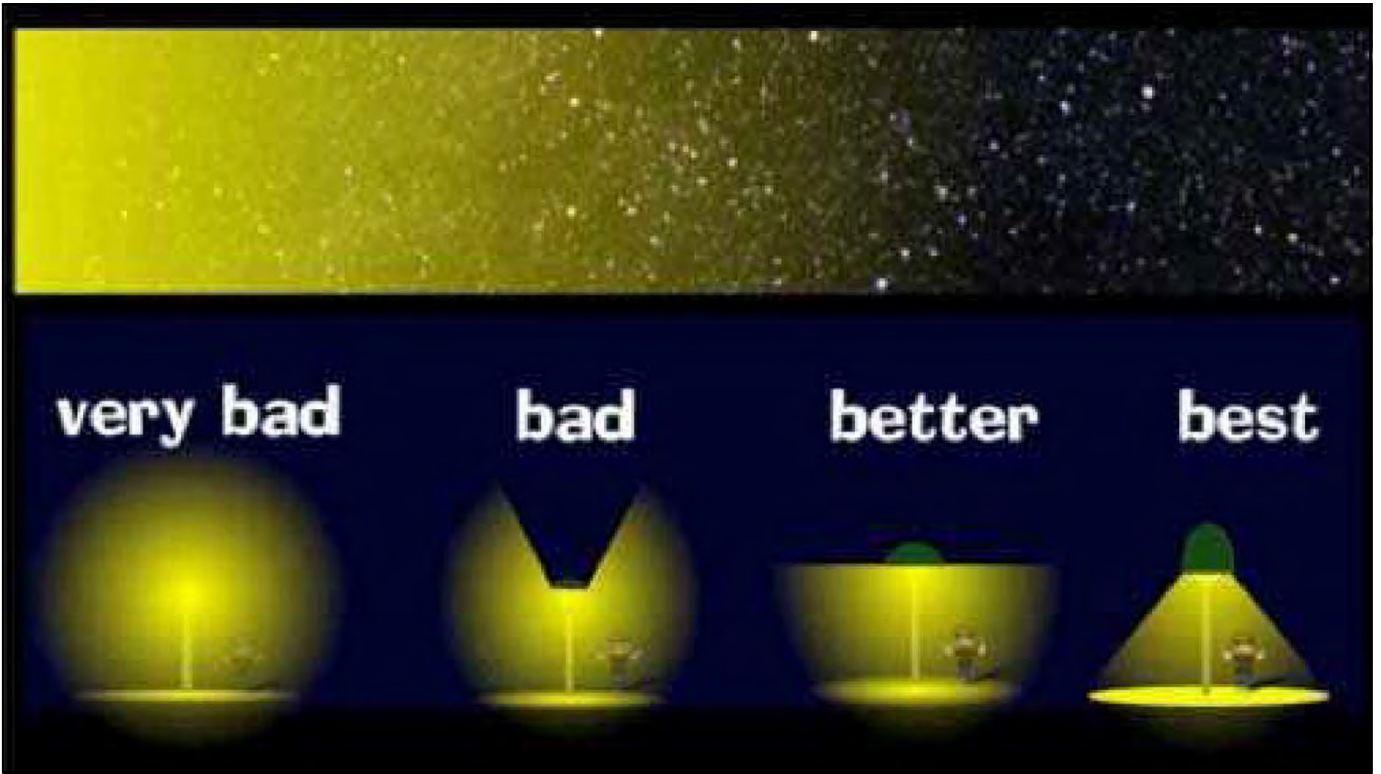
Shielded Luminaires **SHIELDING**



AIM LIGHTS DOWN



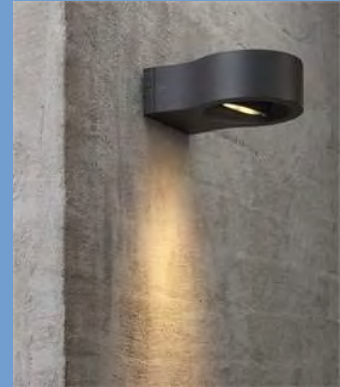
International Dark-Sky Association



Commercial lighting is ahead of residential



Better residential lighting: there are alternatives



PRIVATE PROPERTY RIGHTS

Some Idaho cities and counties restrict light from leaving the source property, others do not. Nation wide the number of cities with lighting ordinances is growing every year. And 19 states have passed laws to reduce light pollution.



BADLY AIMED 500W HALOGEN FLOODLIGHT



WELL AIMED 100W FLOODLIGHT

Why should the city participate in International Dark Sky Week proclamations?

In 2024 there were 117 proclamations from cities and counties world wide.

By participating in International Dark Sky Week the city can help raise awareness of the issues and solutions presented tonight.

LIGHT TO PROTECT THE NIGHT Five Principles for Responsible Outdoor Lighting



USEFUL		ALL LIGHT SHOULD HAVE A CLEAR PURPOSE Before installing or replacing a light, determine if light is needed. Consider how the use of light will impact the area, including wildlife and the environment. Consider using reflective paints or self-luminous markers for signs, curbs, and steps to reduce the need for permanently installed outdoor lighting.
TARGETED		LIGHT SHOULD BE DIRECTED ONLY TO WHERE NEEDED Use shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed.
LOW LIGHT LEVELS		LIGHT SHOULD BE NO BRIGHTER THAN NECESSARY Use the lowest light level required. Be mindful of surface conditions as some surfaces may reflect more light into the night sky than intended.
CONTROLLED		LIGHT SHOULD BE USED ONLY WHEN IT IS USEFUL Use controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when not needed.
COLOR		USE WARMER COLOR LIGHTS WHERE POSSIBLE Limit the amount of shorter wavelength (blue-violet) light to the least amount needed.

PROCLAMATION

WHEREAS, nonprofit organizations help build and sustain healthy communities in our state and enhance the quality of life for Idahoans and for others throughout the country and the world; and

WHEREAS, over 6,000 nonprofit organizations based in Idaho contribute significantly to our economy by providing services to our communities, employing over 55,000 Idahoans, and producing total revenue of over \$5.45 billion; and

WHEREAS, Idaho's nonprofit leaders often are entrepreneurs, create new solutions to problems, and fill previously unmet needs in the areas of health, recreation, education, research, arts, social services and more; and

WHEREAS, Idaho Gives Week serves as a time for Idahoans to join together with one voice on one day to contribute to and amplify the efforts of Idaho nonprofits; and

WHEREAS, the nonprofit sector acts as a responsible steward of charitable dollars to achieve a diverse range of missions and goals; and

WHEREAS, nonprofit organizations often fulfill their missions by advocating on behalf of those who cannot advocate for themselves.


NOW, THEREFORE, I WOODY MCEVERS, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 28th to May 1st, 2025 as

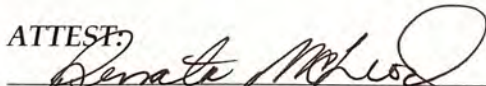
"IDAHO GIVES WEEK"

In Coeur d'Alene, Idaho and I encourage all residents to continue to recognize and support the many nonprofit organizations in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 15th day of April, 2025.




Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

**Save
the date**
for Idaho's
biggest week
of giving.



Idaho has given us so much.
Let's give back to Idaho.



**APRIL 28 –
MAY 1, 2025**

Visit IdahoGives.org for more information.

IDAHO COMMUNITY FOUNDATION | IDAHO NONPROFIT CENTER

2025 Idaho Gives Kick-Off

COMMUNITY INFORMATION FAIR

with delicious pizza from
Cascadia Pizza Co.!

Companions Animal Center

10275 N Atlas Rd.
Hayden, ID 83835

Monday April 28th

11AM to 1PM



CDA Region Nonprofits

North Idaho Pride Alliance	Habitat for Humanity North Idaho	HomeShare Kootenai County
ICCU		
Companions Animal Center	HREI	Mountain States Early Head Start
Canopy Village	Newby-ginnings of North Idaho	United Way of North Idaho
CDA Lions Service	North Idaho CASA	The Furry Farm Rescue
Family Promise of North Idaho	Safe Passage	Chorale Coeur d'Alene
	Sustainable Classrooms	Autism Society of Idaho

DOWNTOWN REGULATIONS & DESIGN GUIDELINES

WORKING GROUP UPDATE & 2nd CITY COUNCIL CHECK-IN



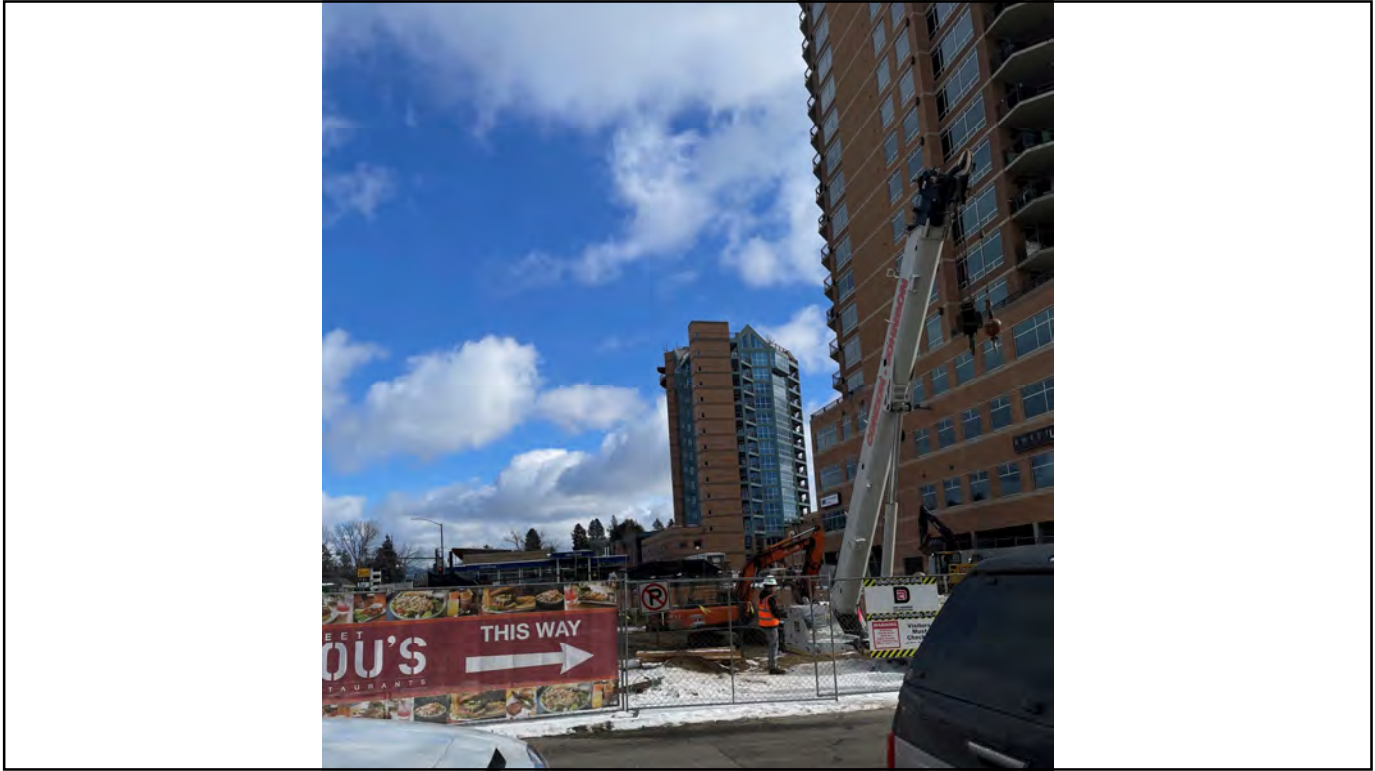
APRIL 15, 2025



SCOPE OF WORK

City Council directed staff to evaluate and recommend updates to the Downtown Core and Downtown Infill (DO-E and DO-N) Development Standards and Design Guidelines in response to community feedback.





- **Incorporate Historic Preservation Perspective**
- **Evaluate development potential of Downtown**
- **Evaluate current code and impacts to infrastructure/traffic**
- **Evaluate possible alternatives for Height and FAR**
- **Evaluate FAR Bonuses**
- **Evaluate other communities' standards and guidelines**
- **Stakeholder Engagement, Public Outreach & Communication**

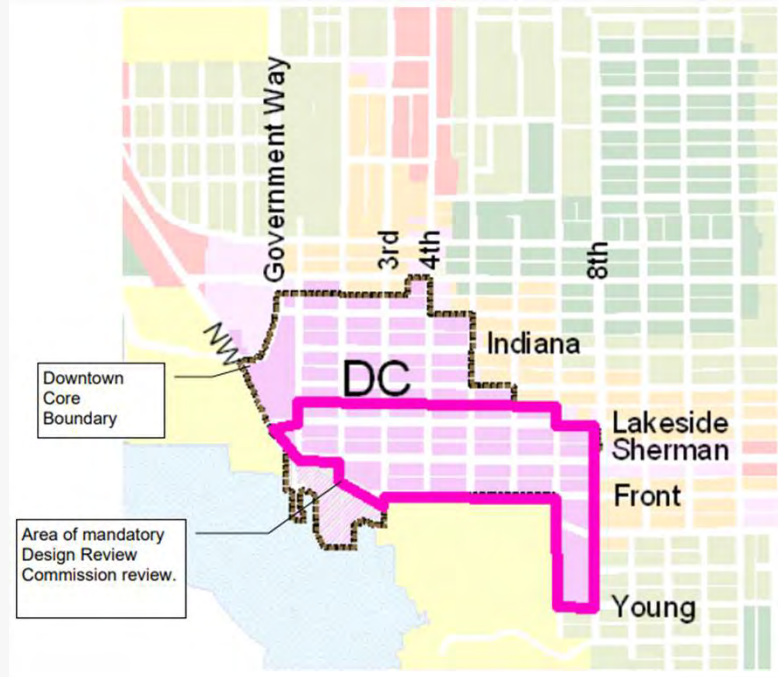
WORKING GROUP MEMBERS

- **P&Z MEMBERS:** Jon Ingalls & Lynn Fleming
- **DRC MEMBERS:** Jon Ingalls, Jef Lemmon & Kevin Jester
- **HPC MEMBERS:** Walter Burns, Anneliese Miller & Shannon Sardell
- **DOWNTOWN ASSOCIATION:** Emily Boyd
- **DESIGN PROFESSIONALS:** Jon Mueller

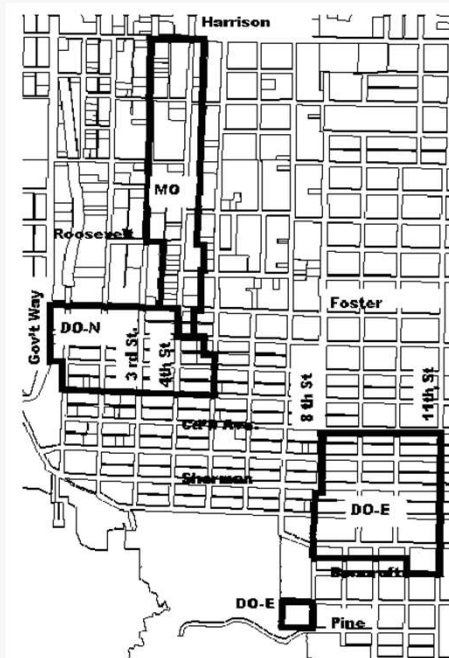
- **CITY COUNCIL MEMBER:** Dan Gookin

- **CITY STAFF:**
 - Hilary Patterson, Planning
 - Sean Holm, Planning
 - Tami Stroud, Planning
 - Ted Lantzy, Building
 - Todd Feusier, Streets & Engineering
 - Chris Bosley, Streets & Engineering
 - Fire & Police (as needed)
 - Water & Wastewater (as needed)

DOWNTOWN CORE



INFILL AREAS



DOWNTOWN NORTH (DO-N)



DOWNTOWN EAST (DO-E)



EFFORTS TO-DATE

- 15 Meetings to date with Working Group
- 1st Meeting on May 22, 2024
- First Check in with City Council on July 16, 2024

Summary of City Council Feedback from July 2024:

- *Consider View Corridors, Towers, Shadows*
- *Supportive of having a Historic Core with limited heights*
- *Keep main streets more historic in nature*
- *Address Parking*
- *Review FAR Bonuses more stringently*
- *Evaluate One-Way Roads on Sherman and Lakeside*
- *Incorporate Public Safety*
- *Modeling to evaluate towers, traffic and parking*
- *Supportive of working with University of Idaho Architecture program*

EFFORTS TO-DATE (continued)...

- Reviewed existing Development Standards, Design Guidelines & historic documents
- Outlined Desired Scenarios for Modeling
- Conversations with U of I about assistance with modeling and design guidelines
- Traffic Scoping Meeting with KMPO
- Reviewed Development Standards for possible changes
- FAR Bonuses
- Reviewed Design Guidelines (CDA and other comparable communities)
- Discussed making overlay districts into zoning districts
- Outdoor Lighting Considerations
- Reviewed other Codes & Guidelines
- Evaluated Tower Heights and Locations with in-house modeling
- Comparative Analysis of small lakeside communities and historic downtowns



**As Is Conditions with Resort Tower,
Thomas George & Marriott**



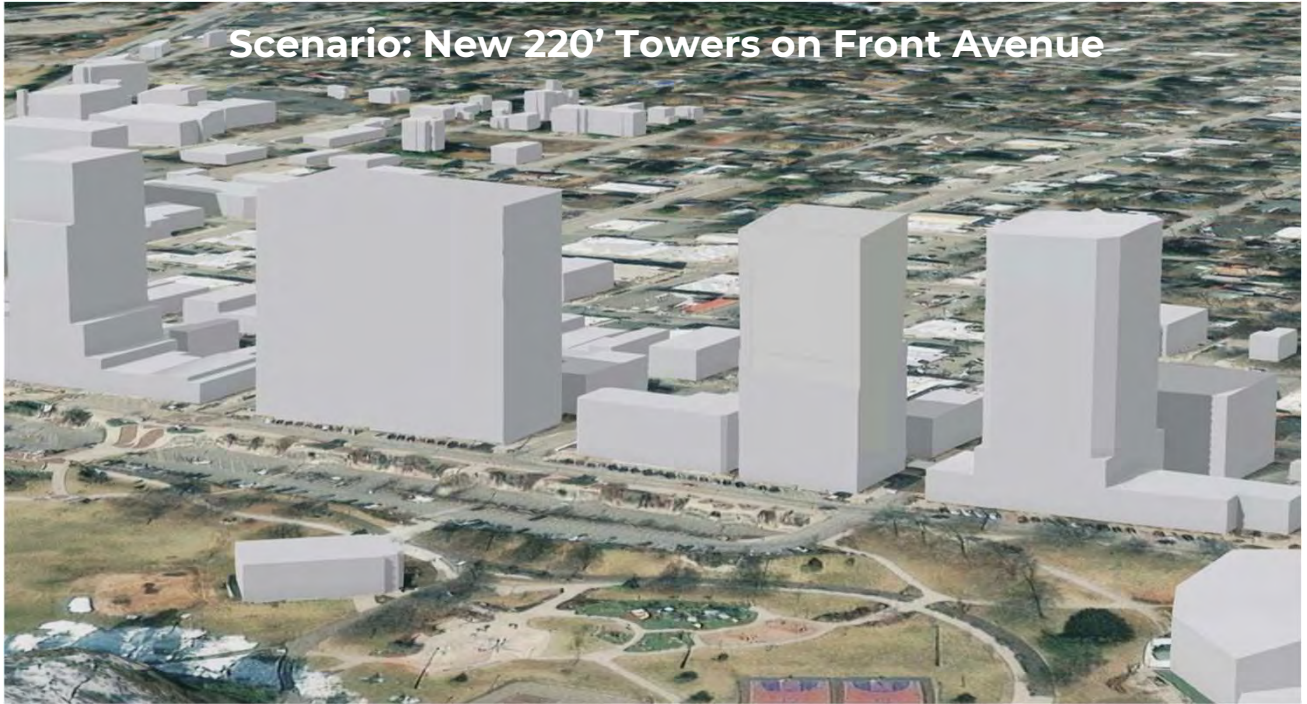
**As Is Conditions with Resort Tower,
Thomas George & Marriott**



**As Is Conditions with Resort Tower,
Thomas George & Marriott**



Scenario: New 220' Towers on Front Avenue



Scenario: New 110' Towers on Front Avenue



Scenario: New 110' Towers on Front Avenue



Scenario: New 110' Towers on Front Avenue



Scenario: New 220' Towers north of Sherman Avenue



WORKING GROUP'S INITIAL RECOMMENDATIONS

- Prospective Tower Heights:
 - Limit to 45' on Front, Sherman and Lakeside Avenues west of 8th Street
 - Limit to 110' on Coeur d'Alene Avenue west of 6th Street
 - No additional 220' towers in Downtown
- Remove Vehicular-Oriented Streets to focus on pedestrian-friendly design
- Address vehicular access, circulation and loading zones
- Preserve and Incorporate Historic Design concepts
- Ground Floor Design to support retail uses
- Address Outdoor Lighting
- Add more teeth for DRC
- Modify FAR Bonuses
- Invite Residential Advocates to Stakeholder Discussions
- Consider options for towers outside of Downtown Core

COMMUNITIES EVALUATED

- Whitefish, MT
- Kalispell, MT
- Bozeman, MT
- Boise, ID
- Caldwell, ID
- Spokane, WA
- Issaquah, WA
- Auburn, WA
- Woodinville, WA
- Jackson, WY
- Telluride, CO
- Boulder, CO
- Springfield, MO
- Fredericksburg, VA
- Loudon County/ Waterford, VT
- Miami, FL
- Kelowna, BC
- South Lake Tahoe, CA
- Ann Arbor, MI
- Knoxville, TN
- Chattanooga, TN
- Washington, DC
- Los Angeles, CA
- New York, NY

EXAMPLE DESIGN GUIDELINES (KALISPELL)

New Construction within the Main Street Historic District

For new construction within the Main Street Historic District, it is appropriate to:

- 1) Respect established building location, lot coverage, and open space patterns.
 - a) Be compatible with the historic lot coverage in the area.
 - b) Follow general pattern or open space or relationship with the street and sidewalk in the area.
 - c) Reflect established setback patterns.
 - d) Maintain the street wall and alignment of historic building façades in the context of the area.



Streetwall alignment, setbacks.



Current era construction, floor to floor heights, storefront.



Current era construction, floor to floor heights, color, tripartite.

NEXT STEPS

- Stakeholder Input
- Request Parking Data from Diamond Parking
- Evaluate Downtown Core and Infill boundaries
- Modeling – base model and alternatives – with assistance from U of I
- Evaluate FAR and allowable height based on alternatives analysis
- Evaluate traffic impacts of alternatives & one-way roads (KMPO)
- Evaluate utility impacts (input from water/wastewater)
- Get input from Police & Fire on alternatives
- Evaluate Parking: ratios, fee in lieu of, and leased parking
- Public Input
- Draft Development Standards & Design Guidelines for consideration
- Work with U of I on updating Design Guidelines images and layout

UNIVERSITY OF IDAHO MODELING SCOPE OF WORK

Data collection & preparation: 180 hrs (including: Aerial Imagery & LiDAR data-- 60hrs; Ground survey data--60 hrs; existing GIS data integrations—60hrs)

Modeling: 300 hrs (including: building footprints & heights – 120hrs; infrastructure -- 60hrs; Details – 30 hrs; Accuracy Check – 30hrs; Adjustment & correction – 60 hrs)

Finalization: 60hrs (including: test – 30hrs; achieve – 30hrs)
Total: 540hrs / Work done by 3 graduate students

Faculty advising time: 80 hrs /divided by two faculty members based on 1:7 rate of advising (advising 1 hr – students will work 7 hrs)

* Includes usage of software, 5 trips for 5 people, supplies and materials

QUESTIONS

**COUNCIL FEEDBACK
REQUESTED**

ANNOUNCEMENTS

MEMO TO COUNCIL

DATE: APRIL 9, 2025

RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

The following appointment is presented for your consideration for April 15, 2025, Council meeting:

MONICA DONEGAN
(Appointment)

PEDESTRIAN AND BICYCLE COMMITTEE

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

Sincerely,

Jo Anne Mateski
Executive Assistant

cc : Renata McLeod, City Clerk
Monte McCully, PedBike Liaison

CONSENT CALENDAR

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

April 1, 2025

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on April 1, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

INVOCATION: Phil Altmeyer of the Union Gospel Mission led the invocation.

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

FAIR HOUSING MONTH: Councilmember Miller read the Proclamation declaring April 2025 as Fair Housing Month. Jennifer Smock, Board President of Coeur d'Alene Regional Realtors, accepted the Proclamation and expressed gratitude to the City Council. Ms. Smock highlighted their affiliation with the National Association of Realtors (NAR) and their commitment to strict guidelines, including the Code of Ethics and Fair Housing Standards. To maintain their licenses in Idaho, members must complete both a Code of Ethics class and a fair housing class every three years, adhering to NAR standards at both national and local levels. Upon obtaining their licenses, members swear to uphold a code of ethics and maintain professionalism, with a board of grievances in place to address any violations. Ms. Smock also mentioned their community outreach committee, which organizes various activities. This year, they are conducting a Ramp-athon to build 20 ramps for individuals needing home access. Annually, they host a Realtor Golf Tournament to raise funds for charitable causes, having raised \$10,000 for Safety Net last year and aiming to support Family Promise this year. Additionally, they support the "Miracle on Britton" initiative, striving to contribute more land to such projects and continue their efforts in perpetuity.

IDAHO DISASTER DOGS UPDATE: Firefighter Paramedic Cody Moore introduced team members Morgan and canine Eagle, along with Bridget and canine Bear. The team, part of a Type 3 urban search and rescue unit, includes canine members who assist in various rescue operations. They specialize in urban search and rescue but also have skills applicable to wilderness, ski patrol/avalanche, maritime rescue, mountain rescue, and combat environments. The dogs are trained to rigorous FEMA standards and are crucial in locating missing persons in various scenarios,

including building collapses and natural disasters. Established in 2005, Mr. Moore explained that they are technically the Coeur d'Alene's Fire Department Canine Team and deploy locally, statewide, and nationally. The Idaho Disaster Dogs was created as a fundraising mechanism and relies on sponsors to support their operations. They recently published a children's book about Murphy, a rescue dog who passed away earlier this year. The Canine Team works on advanced obedience and agility training, essential for urban search and rescue operations. Dogs excel in air scent detection, outperforming advanced technology in locating missing persons in large rubble piles. Notable deployments include the hurricanes in Georgia, Hawaii Kona, and Hawaii Maui; Oso mudslide; Oregon wildfires; Silver Mountain avalanche; Lahaina wildfires; and many local searches. Lastly, Mr. Moore thanked their sponsors with the City of Coeur d'Alene as their biggest supporter.

Councilmember Wood expressed admiration for the dogs and inquired about the breeds and their working lifespan with Mr. Moore responding that they primarily use labradors but also have one german shepherd on the team. He added that while there is no strict retirement age, the goal is for the dogs to work until around ten years old, depending on their health because they aim for a balance between the dogs' health and their drive, ensuring an ethical retirement when the dogs start slowing down. Councilmember Wood asked how the rescue dogs interact with police canines when working alongside other first responders. Mr. Moore explained that their dogs operate mostly independently within their designated zones, similar to law enforcement dogs, which typically do not overlap. While the dogs get along well with other dogs, they maintain separate search perimeters to ensure efficient operations. Councilmember Gabriel acknowledged Fire Deputy Chief Jeff Sells, noting his significant role in establishing the program. He highlighted the extensive effort required to convince people of the benefits of having dogs in the fire station. He stressed that the dedication to reach this point is remarkable, and although the public sees only a small part of the operation, he expressed gratitude for the valuable asset the program provides. Councilmember Miller asked why tax dollars are spent on training rescue dogs that are then sent to assist in other areas, and how funding for such deployments is ensured. Mr. Moore explained that national deployments are sponsored by FEMA, which reimburses the city for any lost wages. State and regional deployments are covered by mutual aid contracts, allowing teams to assist neighboring states like Washington and Montana, which reciprocate in times of need. Typically, only one dog and handler are sent, gaining valuable experience that benefits the entire team upon their return. This experience enhances training for local search and rescue teams, ultimately repaying the investment through improved capabilities.

PUBLIC COMMENTS:

James Korver, Coeur d'Alene, stated that he recently moved to Coeur d'Alene and expressed concerns about the lack of speed limit signs on North 7th Street. He appealed to the City Council to install stop signs or other measures to slow down traffic, emphasizing the safety of his grandchildren and great-grandchildren to be able to play in his front yard. He recounted his conversation with the Police Department, which acknowledged the long-standing issue but did not provide a solution. He requested the installation of a speed monitoring device and stressed the urgency of addressing the problem before summer, when his family plans to visit. Councilmember Wood assured Mr. Korver that traffic issues in the City, including speeding, are frequently addressed. The Police Department regularly runs radar, sets up traffic trailers, and issues numerous

tickets. She clarified that the Police Department's role is to enforce and stressed that while enforcement may not be visible at all times, it is indeed happening. Mr. Korver stated that the population in the Coeur d'Alene area is projected to increase significantly by 2060, and it's crucial to address these issues proactively to prevent tragedies.

Mike Fuller, Coeur d'Alene, stated that the Pedestrian and Bicycle Pedestrian Committee has focused on sidewalk repair, maintenance, and upkeep. They also organized an audit of the downtown area to identify sidewalks needing repair and to address issues affecting people with mobility challenges. He thanked the Council members who attended these sessions and provided valuable insights. He shared that it is concerning what he reads in the paper that walking in the streets is not safe, especially for the elderly and those with mobility issues. He asked Council to address this, particularly with new home construction projects. It is crucial to ensure sidewalks are installed not only in front of these homes but also along the sides to prevent the problem of sidewalks that lead to nowhere and to ensure safety. Mr. Fuller stated that they strongly support the amendment to remove exemptions for developers and homeowners from constructing sidewalks in priority corridors. He asked Council to ensure sidewalks are repaired and maintained, particularly in the downtown area.

Denise Jeska, Coeur d'Alene, expressed her gratitude to those who participated in their wheelchair audits and witnessed firsthand the challenges faced by individuals when sidewalks are broken or missing. She emphasized that for people in wheelchairs or the elderly, navigating the streets becomes a necessity due to the lack of accessible pathways.

Nick Bell, Coeur d'Alene, noted the code violations at 1119 C Street. He stated that their research indicates that the structure is outside of the building code on the north and west sides. The original site plan showed the structure 8 feet off the alleyway, but it is actually 6 feet off the property line, which affects the allowable building height. On the west side, the original plans did not provide any heights, but a 14-foot overhead door was included. The revised plans submitted on March 5th show the structure built to 17 feet 9 inches tall, exceeding the allowable height by 2 feet 9 inches. Mr. Bell stated that the Planning Department was not given all the proper heights but used the information provided to the best of their abilities to calculate setback requirements, but the structure built does not conform to the codes.

Mark Smyly from Coeur d'Alene provided the events regarding the issue of code violations at 1119 C Street mentioned by Mr. Bell. On November 25, a City Inspector couldn't verify the alley side setback and advised the homeowner to pour footings at his own risk. In December 2024, neighbors inquired about the project with the City Planning and Building Departments. In January 2025, during framing, further inquiries were made, and citizens were assured the project was code compliant. On January 14, a City Inspector noted the height on the west side of the structure was out of compliance. On January 16, the City Planning Department advised the owner to stop construction, resubmit plans, adjust the structure, or apply for a variance, and encouraged a property survey. On January 29 and 31, City Departments met with the owner and his attorney, requesting plans that match the as-built structure. On February 28, the Planning Department verified potential code violations but did not require the owner to apply for a variance or change the structure. On March 3, Nick and Kelly Bell, Vince Weibert, and Zoe Truman met with City officials, who assured follow-up on plan revisions. On March 5, the homeowner resubmitted plans

showing the structure as built but did not provide an updated, scaled site plan or elevation drawings for step back calculations. On March 21, the City Attorney and City Administrator advised the Planning Department not to require modifications or a variance process.

Kelly Bell, Coeur d'Alene, discussed the homeowner's liability and the City Planning Department's responsibilities regarding the issue at 1119 C Street. She emphasized that the homeowner must ensure code compliance and noted that he signed documents absolving the City of responsibility for his failure to provide correct documentation and measurements. With regards to the City Planning Department's concerns about financial hardship, she argued that the homeowner's delay in resubmitting plans made any hardship self-induced. She mentioned a 2019 precedent where a variance was denied despite neighbor support. Ms. Bell highlighted the unfairness of inconsistent enforcement and raised concerns about the structure's potential commercial use, which conflicts with zoning regulations. She requested a stop order until the building complies with the code, or a variance process is conducted and called for strict enforcement to prevent commercial use.

Vince Weibert, Coeur d'Alene, noted the code violations and the failures of the City Planning and Building Department at 1119 C Street. He emphasized that the process has shown a disregard for the neighborhood. He stated that the homeowner was given opportunities to correct errors but chose to continue work in violation of the stop work order. Mr. Weibert highlighted the unfairness of the situation, where neighbors who followed the rules are now facing hardship and loss of property value. Mr. Weibert urged the Council to take action and ensure fair enforcement of the rules as well as protect the integrity of the neighborhoods.

Joe Deacon, Coeur d'Alene, invited the Council to attend the Veterans Appreciation Breakfast on Saturday, April 5, at 9:00 a.m. at the VFW Hall.

David Passaro, Coeur d'Alene, thanked the Council for Council Bill 25-1008 amending sidewalk requirement exceptions for the priority corridors which are high traffic areas with schools, apartments, bike riders, walking commuters, and auto traffic. He acknowledged that some may view the change as a burden to homeowners but emphasized the importance of improving public safety and mobility. Mr. Passaro reminded the Council of a previously approved five-year sidewalk plan that was never fully implemented and urged a unanimous vote for Council Bill 25-1008. He suggested looking into funding options to complete unfinished sections of priority corridors with the increasing downtown density and the critical need for sidewalks especially during summer and winter months.

David Taylor, Coeur d'Alene, noted that the Tubbs Hill Foundation has released its Annual Report highlighting the productive year of 2024, which included several trail projects and cleanups. He noted that 2025 has started well with two trail days and ongoing work at Corbin Point to make it more accessible. Mr. Taylor emphasized the importance of their partnership with the City Parks Department and the need for more volunteers. He acknowledged the daily efforts of community members who pick up trash on Tubbs Hill, which sees over 370,000 visitors annually.

Richard Fortman, Coeur d'Alene, shared the financial struggles faced by city employees. He stated that despite loving his job, he had to leave his position at the Streets Department due to insufficient pay. Mr. Fortman detailed his monthly expenses, highlighting the inability to cover basic needs

and emergencies. He emphasized that public servants should be able to afford to live in the community they serve. He urged the Council to make Coeur d'Alene a place where employees can raise families and requested better financial planning and support during upcoming Police and Lake City Employees Association (LCEA) negotiations.

Councilmember Wood asked about the 1119 C Street issue whether there will be a variance process coming forward to the Council. Councilmember English agreed for the need to address the concerns raised during public comment. Councilmember Gookin proposed adding a discussion item to the next meeting agenda to review this issue, with the City Building and Planning Department heads to be present to answer questions. He added the need to ensure that the rules are enforced fairly and consistently.

Councilmember Gookin responded to Mr. Korver's comments by noting that 9th Street is also problematic. He mentioned that the City has a traffic calming policy, which could be implemented on these collector streets designed to handle more traffic. While placing a stop sign on every corner is impractical, other measures can be implemented.

Councilmember Gookin acknowledged Mr. Fortman's concerns about the high cost of living, which affects everyone. He noted that increased impact fees will help but pointed out the inconsistency with the urban renewal agency attracting wealthy individuals, thereby pushing out the working class. He recalled proposing employee incentives for cost-cutting efforts years ago and suggested revisiting this idea. Lastly, he emphasized the need to explore various opportunities to support city employees. Councilmember Miller appreciated the comments made and encouraged a close review of recent budget presentations, highlighting the City's unique payroll challenges. She noted that while Councilmember Gookin often votes against tax increases, raising taxes over the years could have helped address financial issues. She also emphasized that the City does care about its people and offered assistance in understanding payroll challenges. She mentioned an ad hoc committee focused on attainable housing on Atlas and efforts to provide local workers housing. She acknowledged ongoing discussions in the Building and Planning Departments about ways to address issues like barndominiums and appreciated the community's positive and concise input, assuring that their voices were heard.

ANNOUNCEMENTS: Mayor McEvers announced and congratulated Councilmembers Miller, Evans, and English for their ten years of service.

CONSENT CALENDAR:

1. Approval of Council Minutes for the March 18, 2025 Meeting.
2. Approval of General Services/Public Works Committee Meeting for March 24, 2025
3. Setting of the General Services/Public Works Committee Meeting at Noon on April 7, 2025.
4. Approval of Bills as Submitted.
5. Approval of SS-24-11 Chatfield Final Plat
6. Approval of **Resolution No. 25-013** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING CERTAIN VEHICLES USED BY THE PARKS AND RECREATION DEPARTMENT TO BE SURPLUS AND AUTHORIZING THE SALE OF THOSE VEHICLES AT AUCTION; AND

APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL DIVING AND UNDERWATER SURVEYING SERVICES FOR THE WASTEWATER OUTFALL INVESTIGATION AND CONDITIONAL ASSESSMENT PROJECT.

MOTION: Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 25-013**.

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

RESOLUTION NO. 25-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING CERTAIN SIGNAL EQUIPMENT TO BE SURPLUS, AUTHORIZING THE DONATION OF THE SURPLUS PROPERTY TO THE CITY OF LEWISTON, IDAHO, AND APPROVING A DONATION AGREEMENT.

STAFF REPORT: Streets & Engineering Director Todd Feusier noted that the City is working on a major project on Government Way, upgrading 10 intersections and attempting to add an 11th one with extra grant funding. This process has generated many used parts, which typically cost money to dispose of. He explained that this equipment is of little to no value to Coeur d'Alene due to its incompatibility with the City's current signal equipment. Many of these parts, such as signal heads and brackets, are over 30 years old, leak water, and have little life left. The plan is to recycle what they can and send the rest to the landfill. Mr. Feusier mentioned that they reached out to local agencies, and the City of Lewiston expressed interest in the used signal parts. Lewiston is willing to pick them up, which saves on disposal costs. They need these parts as they lack funding to upgrade their older equipment. Mr. Feusier stated that they are generating close to 300 used signal heads from this project, and Lewiston is also interested in the old signal cabinets, which no longer fit the new equipment.

DISCUSSION: Mayor McEvers stated that he is excited to see this kind of collaboration and support for another city. He emphasized the importance of striving to be good in the community and helping out whenever we can.

MOTION: Motion by Evans, seconded by Miller to approve **Resolution No. 25-014**; Declaring various pieces of used signal equipment and related items as surplus and authorization to donate these items to the City of Lewiston, Idaho.

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

COUNCIL BILL 25-1008

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 12.28.180(G), 12.28.210(A), 12.28.210(C), AND 12.28.240 OF THE COEUR D'ALENE MUNICIPAL CODE REGARDING CURB AND SIDEWALK CONSTRUCTION AND IMPROVEMENTS, AND PRIORITY PEDESTRIAN CORRIDORS; PROVIDING FOR THE REPEAL OF

CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

STAFF REPORT: City Engineer Chris Bosley noted that he previously proposed raising the threshold for requiring sidewalks and curbs with new construction. He explained that currently, if you pull a building permit for \$30,000 or more, you must install a curb or sidewalk if none exists in front of your home. This requirement doesn't apply to repairing existing sidewalks. He stated that the \$30,000 threshold, set in 2008, should be adjusted for inflation to about \$45,000 today. He recalled that he was also asked to consider exceptions to ensure the value of sidewalk improvements isn't disproportionate to the construction value. The Americans with Disabilities Act (ADA) suggests a maximum of 20% that someone should pay. Mr. Bosley proposed increasing the threshold for curb and sidewalk installation from \$30,000 to \$45,000 based on the value of the building permit and adding exceptions for projects like replacing shingles, windows, or siding, which don't significantly improve property value.

Trails Coordinator Monte McCully in his staff report noted that 30% of Coeur d'Alene neighborhoods lack sidewalks because they were built before sidewalks were required. Municipal Code §§ 12.28.210 and 12.28.240 currently allow exceptions to sidewalk construction due to hardship, geographical constraints, and distance. Mr. McCully explained that the proposed amendments will remove these exceptions, requiring developers and owners to construct sidewalks in the identified Priority Corridors regardless of distance or other exemptions. The amendment specifically identifies twelve priority corridors, primarily routes from neighborhoods to schools, that will no longer be exempt from sidewalk construction requirements.

DISCUSSION: Councilmember Gabriel requested clarification on what happens if a \$45,000 permit doesn't cover the entire sidewalk. Mr. Bosley explained that if the building permit is \$45,000 or more, such as a \$100,000 permit for an addition to a house, it would require installing a sidewalk along the frontage, which could range from 40 to 100 feet depending on the property's frontage. This is why the proposal suggests raising the threshold from \$30,000 to \$45,000. The cost per foot for sidewalk replacement varies based on contractors and the construction industry at the time. Mr. McCully added that in this way, minor repairs like flooding in the house won't trigger the requirement to build sidewalks. Councilmember English stated the importance of addressing the "sidewalks to nowhere" issue as a safety concern. He acknowledged that while there may be gaps in sidewalk coverage, it's crucial to start somewhere. He added that initiating sidewalk construction will encourage neighbors to follow suit, creating safer walking areas for children. Councilmember Wood noted that in older neighborhoods of Coeur d'Alene, sidewalks are often inconsistent, with some areas having them and others not. She inquired whether expensive maintenance projects, such as new roofs or windows costing over \$45,000, would require the installation of sidewalks. Mr. Bosley clarified that these maintenance projects would be exceptions, as they do not involve expanding the home's square footage. Therefore, such work would not trigger the sidewalk installation requirement. Councilmember Evans asked if the exceptions listed on page 3 of the ordinance and amendments apply to all priority pedestrian corridors mentioned. Mr. McCully confirmed that all 12 pedestrian corridors are included.

Councilmember Gookin inquired whether the exception for maintenance projects like roofing or siding would still apply unless the property is located in priority corridors. Mr. Bosley clarified

that maintenance projects should be exceptions regardless of location. Councilmember Gookin expressed concerns about the financial burden on homeowners and questioned the rationale behind the \$45,000 threshold for building permits. Mr. McCully emphasized that the goal is to address loopholes exploited by developers rather than burden regular homeowners. Councilmember Gookin raised concerns about homeowners in neighborhoods without sidewalks needing to install them if they pull a permit for \$45,000 or more. Mr. Bosley confirmed that the 450-foot distance exception still applies. Councilmember Gookin asked about new construction and teardowns, and Mr. McCully clarified that the 450-foot rule remains except in priority corridors. Councilmember Gookin mentioned Mr. Passaro's suggestion during public comments about exploring other options, such as Class 1 bike lanes, which would be the city's responsibility instead of the homeowners. He also pointed out issues with maintaining sidewalks, where some are heaved by tree roots, causing people to also walk in the streets. Mr. Bosley stated that a lot has to do with the volume of traffic on certain streets, in some neighborhoods, people walk in the streets because of low traffic volumes. Mr. McCully noted that sidewalks are often unnecessary in neighborhoods like Sanders Beach or Fort Ground, where slower traffic prevails. He explained that most of the streets in question are collectors or arterials, except for 19th Street, which has a partial trail. Higher traffic volumes make streets less safe without sidewalks. Councilmember Gookin raised a concern about Dalton Street between Ramsey and I-95, which lacks residential frontage and is not a priority corridor. Mr. McCully explained plans to install a trail on the south side of Dalton Street, emphasizing the need for funding and prioritizing dangerous areas. Councilmember Gookin expressed concerns about the financial burden on homeowners, especially in older neighborhoods where installing sidewalks might be impractical due to existing trees and garage setbacks.

Councilmember Wood expressed concerns about the ordinance's language regarding maintenance and its threshold, suggesting that it should be more specific to avoid interpretation issues. She stated that she agrees with Councilmember Gookin about exploring a sliding scale rather than just the \$45,000. Councilmember Miller suggested defining maintenance procedures, addressing the impact on trees, and offering permit discounts or incentives for sidewalk installations. Councilmember Gookin agreed with these ideas and raised a question about the impact on housing affordability. Councilmember Miller stated that there are developer incentives for attainable housing.

Councilmember Gookin expressed that he is open to the proposal if incentives are provided to lessen the burden on homeowners. He emphasized the need for more feedback and clarity before fully supporting this initiative. Councilmember English agreed, noting that as the City approaches budget season, it's important to reflect organizational values in the budget. He suggested allocating funds for sidewalks, which benefit the community.

MOTION: Motion by Wood, seconded by Miller, to table **Council Bill No. 25-1008** for further discussion.

DISCUSSION: Councilmember Gookin emphasized the need to consider the burden on homeowners and explore ways to implement the requirements in a manner that would be satisfactory to all parties involved. Mayor McEvers asked about the historical context of the \$30,000 threshold and the impact of raising it. He suggested that clear direction should be provided to staff to ensure effective implementation.

Councilmember Wood stated that the Council provided feedback during the discussion. She emphasized the importance of clear language to avoid interpretation issues. Councilmember Gookin mentioned funding options and the possibility of a sliding scale. Mr. Tymesen highlighted the significant increase in property valuations in Coeur d'Alene. He used the example of a \$700,000 home undergoing \$100,000 worth of improvements, which would trigger a \$10,000 sidewalk replacement requirement. He preferred avoiding a sliding scale, suggesting that the \$45,000 threshold for alterations, excluding maintenance projects, is sufficient. He argued that property value should not dictate the need for a sidewalk, as the permit threshold has already been raised, and certain maintenance projects are excluded. He noted that a few \$400,000 homes would require sidewalks and that 10% value for sidewalk installation is impractical. He concluded by supporting the current approach over a sliding scale. Councilmember Gookin noted that the threshold for requiring sidewalk installation has been raised from \$30,000 to \$45,000. He suggested that using a percentage of the property valuation might be a more logical solution, as it would prevent the need for future revisions. He argued that a higher value home would naturally incur higher remodeling costs, making a percentage-based approach fairer. Mr. Tymesen proposed considering a reasonable cost for new sidewalks, suggesting a scale to ensure that sidewalk costs do not overburden remodels. Councilmember Gookin agreed and asked for a summary of the proposal to be submitted to Council for better understanding. Mr. Tymesen stressed the need to avoid overburdening remodels and to manage the requirements effectively without relying on tax assessments. Councilmember English added that while considering the scaling options, he believes 50% is too high and 25% is too low. He suggested that 35%, or about a third, would be more appropriate. He requested a few options to be presented for Council's consideration and expressed support for the proposed methodology.

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

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

The meeting adjourned at 7:50 p.m.

Woody McEvers, Mayor

ATTEST:

Jo Anne Mateski
Executive Assistant

DATE: MAY 6, 2025
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MAY 20, 2025

Mayor McEvers,

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

MAY 20, 2025:

ITEM NUMBER: ZC-3-25

REQUEST Melrose Properties, LLC is requesting a zone change from R-12 to C-17L on three (3) parcels measuring 0.957 acres.

LOCATION: 417, 421, and 503 W. Emma Ave

COMMISSION ACTION: On April 8, 2025, the Planning and Zoning Commission voted 5-0 to recommend that the City Council adopt the C-17L zoning.



**City of Coeur d'Alene
Cash and Investments
3/31/2025**

Description	Balance
U.S. Bank	
Checking Account	3,884,628
Checking Account	81,087
Checking Account	128,351
Investment Account - Police Retirement	320,858
Investment Account - Cemetery Perpetual Care Fund	1,248,841
Idaho State Investment Pool	
State Investment Pool Account	51,224,498
Spokane Teacher's Credit Union	
Certificate of Deposit	7,629,488
Numerica Credit Union	
Certificate of Deposit	10,393,887
Money Market	16,561,467
Cash on Hand	
Treasurer's Change Fund	1,350
Total	91,474,456

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

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



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

FUND NAME	BALANCE 2/28/2025	RECEIPTS	DISBURSEMENTS	BALANCE 3/31/2025	BALANCE 3/31/2024
General-Designated*	\$2,291,728	\$660,591	\$369,933	\$2,582,387	\$7,385,617
General-Undesignated	18,643,759	2,740,199	6,341,752	15,042,206	10,490,893
Special Revenue:					
Library	442,308	29,053	158,533	312,827	291,309
CDBG	(16,215)	24,816	33,279	(24,678)	(30,238)
Cemetery	72,483	25,469	26,073	71,878	160,570
Parks Capital Improvements	1,182,640	89,150	11,702	1,260,088	1,167,444
Impact Fees	7,377,095	559,841	400	7,936,536	6,467,678
Annexation Fees	12,089	1,000,055	-	1,012,144	569,761
American Recovery Plan	1,857,213	-	-	1,857,213	5,665,522
Cemetery P/C	1,266,124	10,761	2,070	1,274,815	1,162,356
Jewett House	113,787	3,240	2,039	114,988	102,986
Street Trees / Reforestation	175,485	3,795	4,754	174,526	181,430
Public Art Fund	70,061	318	70	70,309	49,831
Public Art Fund - ignite	414,284	1,878	-	416,161	455,056
Public Art Fund - Maintenance	183,110	830	19	183,921	131,551
Debt Service:					
2015 G.O. Bonds	652,363	12,396	-	664,758	647,799
Capital Projects:					
Street Projects	5,710,520	25,882	383,681	5,352,720	1,471,112
Riverstone Mill Site Project	-	-	-	-	-
Enterprise:					
Street Lights	70,090	113,600	112,955	70,735	74,153
Water	4,147,972	631,954	1,281,993	3,497,932	3,283,344
Water Capitalization Fees	6,546,258	219,886	-	6,766,145	5,979,308
Wastewater	21,615,982	2,082,127	2,596,098	21,102,011	20,800,590
Wastewater-Equip Reserve	-	-	-	-	297,659
Wastewater-Capital Reserve	6,696,000	-	-	6,696,000	5,500,000
WWTP Capitalization Fees	7,339,150	2,027,910	6,961	9,360,098	4,221,719
WW Property Mgmt	72,766	-	-	72,766	59,973
Sanitation	699,652	620,740	595,918	724,474	869,862
Public Parking	1,495,352	55,887	85,161	1,466,079	940,552
Drainage	1,161,962	159,366	145,447	1,175,881	1,321,087
Wastewater Debt Service	(69,442)	1,083,868	-	1,014,427	692,371
Fiduciary Funds:					
Kootenai County Solid Waste Billing	321,504	404,720	420,170	306,054	283,029
KCEMSS Impact Fees	11,341	23,768	11,869	23,240	2,852
Police Retirement	493,751	26,059	35,511	484,299	465,348
Sales Tax	4,801	4,698	6,325	3,173	3,320
BID	402,515	5,324	-	407,839	427,373
Homeless Trust Fund	543	505	543	503	643
GRAND TOTAL	\$91,459,029	\$12,648,685	\$12,633,257	\$91,474,456	\$81,593,856

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

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

Katharine Ebner

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



CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 MONTHS ENDED
 March 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH 03/31/25	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$279,817	\$ 130,052	46%
	Services/Supplies	9,150	2,229	24%
Administration	Personnel Services	249,686	118,886	48%
	Services/Supplies	2,590	141	5%
Finance	Personnel Services	870,733	401,496	46%
	Services/Supplies	904,134	913,061	101%
Municipal Services	Personnel Services	1,652,793	714,037	43%
	Services/Supplies	1,237,565	875,939	71%
	Capital Outlay	-		
Human Resources	Personnel Services	372,005	163,759	44%
	Services/Supplies	115,239	19,353	17%
Legal	Personnel Services	1,324,012	606,775	46%
	Services/Supplies	74,500	27,660	37%
Planning	Personnel Services	766,017	371,233	48%
	Services/Supplies	54,700	7,442	14%
	Capital Outlay			
Building Maintenance	Personnel Services	373,979	186,654	50%
	Services/Supplies	390,800	148,637	38%
	Capital Outlay	-		
Police	Personnel Services	18,607,937	8,574,687	46%
	Services/Supplies	2,227,376	959,526	43%
	Capital Outlay	4,954,978	3,316,565	67%
Fire	Personnel Services	13,414,095	7,087,629	53%
	Services/Supplies	1,076,509	379,972	35%
	Capital Outlay		-	
General Government	Services/Supplies	38,800	20,691	53%
	Capital Outlay			
Police Grants	Personnel Services	247,275	266,154	108%
	Services/Supplies		2,020	
	Capital Outlay			

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH 03/31/25	PERCENT EXPENDED
Streets	Personnel Services	3,622,983	1,737,965	48%
	Services/Supplies	2,966,230	759,557	26%
	Capital Outlay	90,000		0%
Parks	Personnel Services	2,223,086	804,748	36%
	Services/Supplies	772,045	258,873	34%
	Capital Outlay	40,000	45,011	
Recreation	Personnel Services	629,686	286,761	46%
	Services/Supplies	155,950	43,734	28%
	Capital Outlay			
Building Inspection	Personnel Services	1,033,101	472,423	46%
	Services/Supplies	55,205	11,476	21%
	Capital Outlay		-	
Total General Fund		<u>60,832,976</u>	<u>29,715,148</u>	<u>49%</u>
Library	Personnel Services	1,689,366	759,925	45%
	Services/Supplies	220,000	101,399	46%
	Capital Outlay	200,000	66,004	33%
CDBG	Personnel Services	108,274	50,469	47%
	Services/Supplies	250,786	86,141	34%
Cemetery	Personnel Services	199,298	102,833	52%
	Services/Supplies	143,800	43,600	30%
	Capital Outlay	15,000	-	0%
Impact Fees	Services/Supplies	1,093,000	478,000	44%
Annexation Fees	Services/Supplies	580,000	580,000	100%
Parks Capital Improvements	Capital Outlay	751,100	104,964	14%
Cemetery Perpetual Care	Services/Supplies	19,500	17,431	89%
Jewett House	Services/Supplies	31,120	8,067	26%
Street Trees	Services/Supplies	134,500	23,661	18%
Public Art Fund	Services/Supplies	244,500	164,239	67%
		<u>5,680,244</u>	<u>2,586,734</u>	<u>46%</u>
Debt Service Fund		<u>877,308</u>	<u>24,461</u>	<u>3%</u>
Atlas - Kathleen to Newbrook	Capital Outlay			
Traffic Calming	Capital Outlay	40,000	1,110	3%
Public Transit Sidewalk Accessibility	Capital Outlay			
Ramsey Road Rehabilitation	Capital Outlay			
15th Street	Capital Outlay	900,000	19,835	2%

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THROUGH 03/31/25	PERCENT EXPENDED
LHTAC Pedestrian Safety	Capital Outlay			
Atlas Waterfront Project	Capital Outlay			
Wilbur / Ramsey Project	Capital Outlay			
Government Way	Capital Outlay	4,926,000	1,262,946	26%
LaCrosse Ave. Improvements	Capital Outlay			
		<u>5,866,000</u>	<u>1,283,891</u>	<u>22%</u>
Street Lights	Services/Supplies	801,000	311,370	39%
Water	Personnel Services	3,012,695	1,322,394	44%
	Services/Supplies	5,942,033	958,380	16%
	Capital Outlay	4,233,000	1,854,764	44%
Water Capitalization Fees	Services/Supplies	2,260,000		0%
Wastewater	Personnel Services	3,439,843	1,538,849	45%
	Services/Supplies	9,442,232	1,667,443	18%
	Capital Outlay	11,651,000	789,667	7%
	Debt Service	5,128,241	687,676	13%
WW Capitalization	Services/Supplies	7,143,549	-	0%
WW Property Management	Services/Supplies			
Sanitation	Services/Supplies	5,469,062	2,303,959	42%
Public Parking	Services/Supplies	1,788,090	629,268	35%
	Capital Outlay	-		
Drainage	Personnel Services	257,526	119,805	47%
	Services/Supplies	1,322,141	226,546	17%
	Capital Outlay	495,000	353,630	71%
Total Enterprise Funds		<u>62,385,412</u>	<u>12,763,751</u>	<u>20%</u>
Kootenai County Solid Waste		3,240,000	1,408,542	43%
KCEMSS Impact Fees		38,000	30,888	81%
Police Retirement		149,000	74,151	50%
Business Improvement District		301,200	60,000	20%
Homeless Trust Fund		9,000	2,608	29%
Total Fiduciary Funds		<u>3,737,200</u>	<u>1,576,189</u>	<u>42%</u>
TOTALS:		<u>\$139,379,140</u>	<u>\$ 47,950,174</u>	<u>34%</u>

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

Katharine Ebner

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

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: April 15, 2025
FROM: Troy Tymesen, City Administrator/Arts Commission Liaison
SUBJECT: Renewal of MOU with Emerge CDA for student art scholarships

DECISION POINT: Should Council approve a Memorandum of Understanding (“MOU”) with Emerge CDA, Inc., (“Emerge”) for student art scholarships?

HISTORY: The City of Coeur d’Alene Arts Commission was created to, among other things, stimulate and encourage, throughout the City and surrounding area, the study and presentation of the fine arts, as well as public interest and participation therein; to take such steps as may be necessary and appropriate to encourage public interest in the cultural heritage of our City; to expand the City’s cultural resources; and to encourage and assist freedom of artistic expression essential for the wellbeing of the arts. *See* Municipal Code § 2.84.040. The City adopted a Public Arts Policy in 1999. In that Policy, the City set out the goals of the Public Arts Program which included broadening the role of the artist in the community, promoting public dialogue and understanding of public art, and advocating for arts education.

Emerge is an Idaho non-profit company located in Coeur d’Alene. It was organized, in part, to benefit the Coeur d’Alene community through arts education and artist development.

On April 2, 2024, the City and Emerge entered into a Memorandum of Understanding for one year, for the provision of a scholarship program to assist the youth to attend art classes for the development and honing of their artistic talents. From April 2024 to March 2025, approximately 33% of the students at Emerge attended with scholarships. Compared to the previous year, the number of youth-specific students in their classes was nearly doubled. On March 25, 2025, the Arts Commission unanimously recommended entering into a new 1-year Memorandum of Understanding with Emerge using the funds remaining from the prior appropriation.

FINANCIAL ANALYSIS: The total funds provided by the City using dedicated Art Fund dollars under the current Memorandum of Understanding were not to exceed \$25,000. From April 2024 - March 2025, a total of \$12,070.00 was provided to Emerge for student art scholarships leaving a balance of \$12,930.00. This amount is proposed to be carried over for another year subject to Council’s approval. Scholarships will be provided in amounts between \$75.00 and \$250.00 per student and per class. Scholarships may not exceed the registration fee for the class. They will be awarded on the basis of need to students between the ages of 8 and 18. Emerge will hold at least two art shows per year, open to the public without charge and featuring the works of scholarship students.

PERFORMANCE ANALYSIS: Council should approve a new Memorandum of Understanding with Emerge for art student scholarships, allocating the funds remaining from the prior allocation, a total of \$12,930.00, for a one-year year term, beginning April 1, 2025.

DECISION POINT/RECOMMENDATION: Council should approve the renewal of Memorandum of Understanding with Emerge CDA, Inc for student art scholarship program to provide an opportunity for needy students to attend art classes.

RESOLUTION NO. 25-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH EMERGE CDA, INC., TO PROVIDE STUDENT SCHOLARSHIPS FOR ART CLASSES.

WHEREAS, the City Administrator and the Arts Commission for the City of Coeur d'Alene have recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with Emerge CDA, Inc., to provide student scholarships for Art Classes, pursuant to terms and conditions set forth in the Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A" 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 Memorandum of Understanding.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Memorandum of Understanding with Emerge CDA, Inc., to provide student scholarships for Art Classes, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 15th day of April, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GABRIEL	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this 15th day of April, 2025, between the **CITY OF COEUR D’ALENE**, hereinafter referred to as the “**City**,” by and through the **ARTS COMMISSION**, a duly established commission of the **City**, hereinafter referred to as the “**Commission**,” and **EMERGE CDA INC.**, a non-profit corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 119 N. 2nd Street, Coeur d’Alene, Idaho, hereinafter referred to as “**Emerge**.” The **City**, through the **Commission** and **Emerge**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – PURPOSE

- 1.01 The **Commission** has the duty and responsibility, as defined by the Ordinances of the **City**, to stimulate and encourage, throughout the **City** and surrounding areas, the study and presentation of the performing and fine arts, and public interest and participation therein, and to provide oversight for the **City** public arts program and other **City** public arts programs. In carrying out this duty and responsibility, the **Commission** may conduct classes for the community in the performing and fine arts.
- 1.02 **Emerge** was incorporated on March 17, 2015, for educational purposes to benefit the community of Coeur d’Alene through arts education and artist development.
- 1.03 **Emerge** provides public art classes for the purpose of stimulating and encouraging the study and presentation of fine arts, and public interest and participation therein for residents of the **City** and surrounding areas.
- 1.04 The **City** deems that scholarships to needy students provides primarily a public benefit in that art encourages the development of our shared artistic and cultural life, and will ensure that the role of the arts in our community will grow and play a significant part in the welfare and educational experience of the citizens of Coeur d’Alene.

ARTICLE 2 – SCHOLARSHIPS

- 2.01 Funds provided by the **Commission** shall be for the following uses and no others:
 - A. To provide scholarships in the amount of Seventy-five and no/100 Dollars (\$75.00) up to Two Hundred Fifty and no/100 Dollars (\$250.00) each;
 - B. No scholarship shall exceed the registration fee for the class;
 - C. Scholarships shall be awarded by **Emerge** on the basis of need to students between the ages of seven (7) and eighteen (18) years old. Students must apply for scholarships on the form attached hereto as Exhibit “A.”

- D. Scholarships funded during the term of the Memorandum of Understanding shall not exceed the remaining balance of the \$25,000.00 scholarship allotment under the prior Memorandum of Understanding, which currently stands at Twelve Thousand Nine Hundred Thirty and no/100 Dollars (\$12,930.00).
 - E. **Emerge** agrees to hold at least two (2) art shows per year, open to the public without fee, featuring works created by students who received scholarships funding from the **Commission**. **Emerge** shall select the works to be displayed at each show, with the works returned to the students creating them at the close of the show.
- 2.02 The phrase “Scholarships provided by the Coeur d’Alene Arts Commission” shall be included in the title of any class hereunder, on all promotions for said classes, as well as any materials and promotions for the required art shows.

ARTICLE 3 - CLASSES

- 3.01 **Emerge** agrees that the classes it provides with be affordable to the general population and conducted in an ADA compliant facility.
- 3.02 **Emerge** agrees that the classes will be presented by professional instructors who will be compensated at competitive rates, and that high quality materials will be used.
- 3.03 **Emerge** agrees that it will not discriminate on the basis of race, color, religious creed, ancestry, age, sex, national origin, disability, sexual orientation and/or gender identity/expression.
- 3.04 **Emerge** will provide notice of the classes and the availability of scholarships to agencies working with underserved youths, including, but not limited to, the Boys and Girls Club, St. Vincent de Paul, and Children’s Village.
- 3.05 Classes provide will encompass a variety of fine arts, including painting (oil, acrylic, watercolor), pottery, drawing, fiber arts, sculpture, and print making.

ARTICLE 4 – STANDARDS

- 4.01 The **Commission** supports the First Amendment and encourages the depiction of the full range of ideas, concepts and emotions in the artwork of students provided scholarships.
- 4.02 The First Amendment does not protect obscenity, fighting words, incitement to violence, or defamation.
- 4.03 **Emerge** acknowledges and agrees that it will not allow scholarship students to create obscene artworks in or in connection with its classes, nor will it allow artworks created by scholarship students to contain threats, incitements to violence, or defamation.

4.04 All artwork produced by scholarship students shall be original and shall not violate the copyright of any other person.

ARTICLE 5 - TERM

5.01 The Term of this MOU shall be one (1) year. This MOU shall commence on April 1, 2025, and end on March 31, 2026. The MOU may be renewed on an annual basis upon the mutual agreement of the parties.

ARTICLE 6 - PAYMENT BY COMMISSION

6.01 **Emerge** must submit documentation showing the scholarships awarded to the **Commission** by the 10th of the month for scholarships awarded in the previous calendar month for payment in that month.

6.02 If the documentation is complete and in compliance with this MOU, reimbursement shall be made by the end of each calendar month for the work completed in the previous calendar month.

ARTICLE 7 - OVERSIGHT

7.01 Every ninety (90) days, **Emerge** shall provide the **Commission** a detailed report of all scholarship awarded, including the name of the student, the name of the class, whether the student successfully completed the class, a description of the artwork created, and photographs of the artwork.

7.02 **Emerge** shall also provide, on a quarterly basis, an organization budget for the following quarter for classes and art shows utilizing funds from the **Commission**, which budget shall show year-to-date figures.

SECTION 8 - TERMINATION

8.01 Termination

- A. Either party may terminate this MOU prior to the expiration of the term, for any reason, upon thirty (30) days' written notice.
- B. If **Emerge** violates any provision of this MOU, the **City** or the **Commission** may terminate this MOU without notice.

SECTION 9 - MISCELLANEOUS

9.01 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the MOU shall be made by either party without the written consent of the other party.

MEMORANDUM OF UNDERSTANDING

9.02 Ownership and Operations

- A. Pursuant to Idaho Code § 67-2359, **Emerge** certifies that it is not currently owned or operated by the government of the People’s Republic of China and will not for the duration of the contract be owned or operated by the government of the People’s Republic of China.

- B. Pursuant to Idaho Code § 18-8703, **Emerge** certifies that it is not, and will not for the duration of this MOU become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

IN WITNESS WHEREOF, the City of Coeur d’Alene and **Emerge** have signed this MOU. Counterparts have been delivered to the **City**, the **Commission**, and **Emerge**.

City of Coeur d’Alene

By _____
Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

Emerge CDA, Inc.

By _____
_____ (printed name)
Title: _____

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: April 15, 2025

FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

SUBJECT: AWARD OF CONTRACT FOR THE
2025 MILL & INLAY PROJECT

DECISION POINT: Should City Council award the 2025 Mill & Inlay Project Contract to Interstate Concrete & Asphalt?

HISTORY: The asphalt surfaces on portions of 3rd St, 4th Street, Harrison Ave, and Kathleen Avenue have deteriorated over the years and are in need of maintenance. The Streets & Engineering Department created a project to mill the existing surface and replace it with a new asphalt surface, which will significantly prolong the life of the streets. The project included a base bid for the area of 4th Street, Kathleen Ave, Harrison Ave, and a portion of 3rd St and an additional alternate for additional work on 3rd St. The project was advertised for two weeks and three bids were received and opened on April 8th. The bid results are as follows:

Bidder	Base Bid	Add Alternate	Total
Interstate	\$669,351.45	\$66,115.85	\$735,467.30
Poe	\$723,190	\$64,380	\$787,570
Central WA. Asphalt	\$681,275	\$57,725	\$739,000

FINANCIAL ANALYSIS: The total low bid of \$735,467.30 will be funded with the current overlay/chipseal budget.

PERFORMANCE ANALYSIS: The award of contract allows Interstate Concrete & Asphalt to resurface the deteriorating roadway and provide additional life and improved ride quality. The Department is also in discussion with the Idaho Transportation Department to include additional mill and inlay work at the I-90 interchange.

RECOMMENDATION: Council should award a contract in the amount of \$735,467.30 to Interstate Concrete & Asphalt for the 2025 Mill & Inlay Project.

2025 Mill and Inlay Project

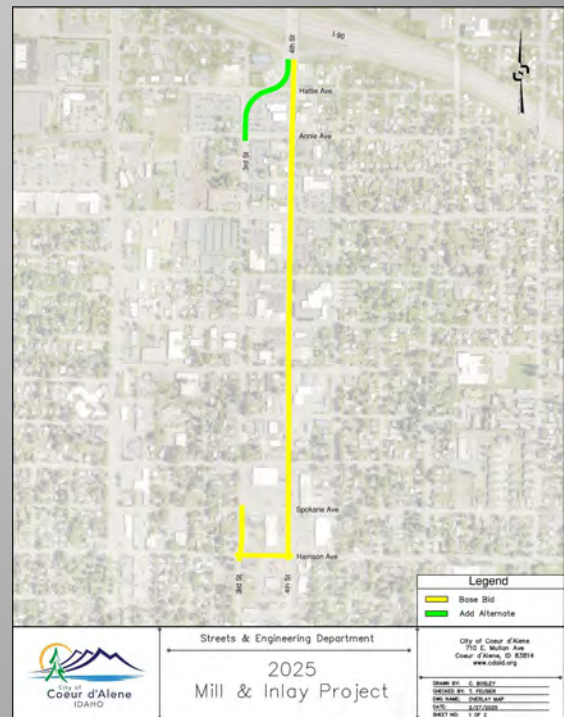


Todd Feusier, Streets & Engineering Director

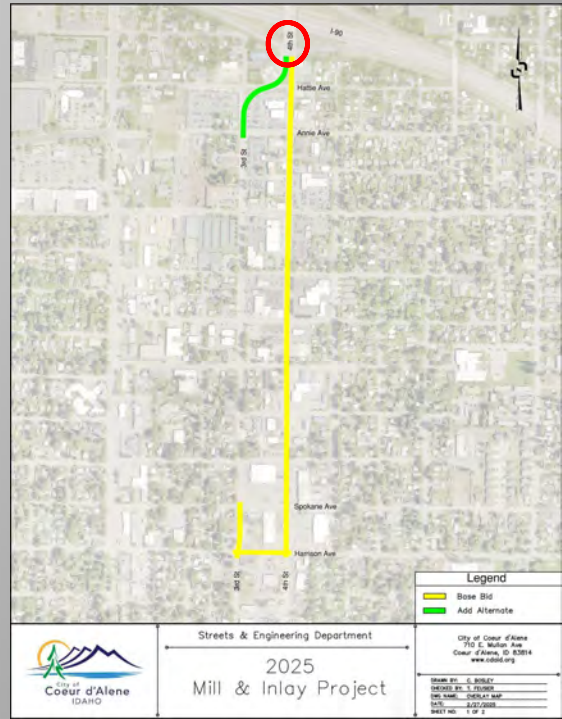




3rd St, 4th St, & Harrison Ave



4th St – ITD Partnership



Kathleen Ave



2024 Overlay & Chipseal Projects

Staff recommends the awarding of the
2025 Mill & Inlay contract to Interstate Concrete & Asphalt
for \$735,467.30

RESOLUTION NO. 25-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING THE CONTRACT FOR THE 2025 MILL AND INLAY PROJECT TO, INTERSTATE CONCRETE AND ASPHALT COMPANY, IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED THIRTY-FIVE THOUSAND, FOUR HUNDRED SIXTY-SEVEN AND 30/100 DOLLARS (\$735,467.30).

WHEREAS, the City heretofore duly advertised invitation for bids for the 2025 Mill and Inlay Project in Coeur d'Alene, Idaho, said bids were opened as provided in said advertisement in the office of the City Clerk the 8th day of April, 2025, the lowest responsive bid received was that of Interstate Concrete and Asphalt Company, in the amount of Seven Hundred Thirty-Five Thousand, Four Hundred Sixty-Seven And 30/100 Dollars (\$735,467.30), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Interstate Concrete and Asphalt Company, in an amount not to exceed Seven Hundred Thirty-Five Thousand, Four Hundred Sixty-Seven And 30/100 Dollars (\$735,467.30) for the 2025 Mill and Inlay Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Interstate Concrete and Asphalt Company, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that the substantive provisions of the agreement remain intact.

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

DATED this 15th day of April, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CONTRACT
for
CITY OF COEUR D'ALENE 2025 MILL & INLAY PROJECT

THIS CONTRACT is made and entered into this 15th day of April, 2025, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and **INTERSTATE CONCRETE AND ASPHALT COMPANY**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 8849 W. Wyoming Avenue, Rathdrum, Idaho, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS the **CONTRACTOR** has been awarded the contract for the 2025 Mill & Inlay Project according to contract documents on file in the office of the City Clerk of **CITY**, which contract documents are incorporated herein by reference,

NOW, THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by **CITY**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds with a combined single limit of at least \$1,000,000.00 each occurrence or claim and a general aggregate limit of at least \$2,000,000.00 for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk. It is intended that the **CONTRACTOR** provide such insurance as is required by paragraph SC-5.04.A of the Supplementary General Conditions.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against

any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Seven Hundred Thirty-Five Thousand, Four Hundred Sixty-Seven And 30/100 Dollars (\$735,467.30)**.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made within thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has satisfied all the requirements of the Idaho State Tax Commission and agrees to release the **CITY** from liability for taxes arising out of the **CONTRACTOR'S** work.

The number of working days allowed for completion of the Contract work shall be thirty (30) working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical, and extremely difficult, to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the required time limits, the **CONTRACTOR** shall pay to the **CITY**, or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where fifty (50) or fewer persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR** must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees in consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which

he/she/it is engaged is of a transitory character, and that his/her/its property used for this project may be outside the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable:

- To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
- That if the said taxes, excises and license fees are not payable at the end of said term, but liability for said payment thereof exists, and even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
- That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him/her/it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that, for additions or deductions to the contract documents, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney, each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONTRACTOR** agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-contractor, provided that the foregoing

provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The **CONTRACTOR** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

Pursuant to Idaho Code § 67-2359, the **CONTRACTOR** certifies that it is not currently owned or operated by the government of the People’s Republic of China and will not for the duration of the contract be owned or operated by the government of People’s Republic of China.

Pursuant to Idaho Code § 67-2346, the **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control. This provision shall not apply if the Agreement has a total value of less than one hundred thousand dollars (\$100,000.00) or if the **CONTRACTOR** has fewer than ten (10) employees.

Pursuant to Idaho Code § 18-8703, the **CONTRACTOR** certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

Pursuant to Idaho Code § 67-2347A, the **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

The term “CONTRACT DOCUMENTS” means and includes the following:

- A. Advertisement For Bids
- B. Bidding Information
- C. Bid Proposal
- D. Bid Bond
- E. Bidding Forms as Required
- F. Contract
- G. Labor and Materials Payment Bond
- H. Performance Bond
- I. Notice of Award
- J. Notice to Proceed
- K. Change Order
- L. General Conditions
- M. Technical Specifications
- N. Special Provisions
- O. Plans
- P. Addenda No. _____ dated _____

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said CITY, the City Clerk has affixed the seal of said CITY hereto, and the CONTRACTOR has caused the same to be signed by its [President], and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE

**CONTRACTOR:
Interstate Concrete and Asphalt Company**

Woody McEvers, Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**CITY COUNCIL
STAFF REPORT**

DATE: April 7, 2025
FROM: Adam Korytko Building Maintenance Superintendent
SUBJECT: Bid Results for the Police Dept. Storage Building Project

DECISION POINT: Should Council accept the low bid of, and award a contract to, Ginno Construction of Idaho, Inc., for the City of Coeur d’Alene Police Department Storage Building Project in the amount of \$1,095,00.00?

HISTORY: On the morning of June 9, 2024, the Police Department storage building caught fire and burned, with the structure and all of its contents being a total loss. Following the completion of the investigation, the remnants of the building were demolished and the site was graded.

FINANCIAL ANALYSIS: The following is a breakdown of the bids received for this project:

Bidder	Lump Sum Bid
Ginno Construction of Idaho, Inc.	\$1,095,00.00
Darden Enterprises, Inc.	\$1,238,440.00
StanCraft Construction Group	\$1,250,000.00
Architect’s Revised Estimate of Probable Costs:	\$1,200,000.00

Based on the architect’s (Longwell Trapp) review of bids, the responsive low bidder is Ginno Construction of Idaho, Inc. The project will be completed with insurance proceeds. The amount of \$636,800.00 has already been received and other insurance proceeds will be received as claims are processed.

PERFORMANCE ANALYSIS: Ginno Construction successfully completed the original Police storage building and the City Hall remodel. It is in good standing with the Idaho Secretary of State and presently holds the appropriate Idaho Public Works Contractors License. A review of its subcontractors has revealed all possess the proper licenses for the work as required by the Instruction to Bidders.

DECISION POINT/RECOMMENDATION: Council should accept the low bid of, and award a contract to, Ginno Construction of Idaho, Inc., for the Police Department Storage Building Project in the amount of \$1,095,000.00.

RESOLUTION NO. 25-017

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING THE CONTRACT FOR CONSTRUCTION OF THE POLICE STORAGE BUILDING TO, GINNO CONSTRUCTION CO., IN AN AMOUNT NOT TO EXCEED ONE MILLION NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,095,000.00).

WHEREAS, the City heretofore duly advertised invitation for bids for the Police Department Storage Building in Coeur d’Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk on Friday the 28th day of February, 2025, and the lowest responsive bid received was that of Ginno Construction Co., in the amount of One Million Ninety-Five Thousand and No/100 Dollars (\$1,095,00.00), and it is in the best interests of the City of Coeur d’Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d’Alene that the bid of Ginno Construction Co., in an amount not to exceed One Million Ninety-Five Thousand and No/100 Dollars (\$1,095.000.00) for the Police Department Storage Building be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contact with Ginno Construction Co., in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Contract provided that the substantive provisions of the agreement remain intact.

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

DATED this 15th day of April, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

CONTRACT
For
STORAGE BUILDING PROJECT AT THE POLICE DEPARTMENT.

THIS CONTRACT is made and entered into this 15th day of April, 2025, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and **GINNO CONSTRUCTION OF IDAHO, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 3893 N. Schreiber Way, Coeur d’Alene, Idaho, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS, the **CONTRACTOR** has been awarded the contract for the **STORAGE BUILDING PROJECT AT THE POLICE DEPARTMENT** pursuant to contract documents on file in the office of the City Clerk of the **CITY**, which contract documents are incorporated herein by reference.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of the covenants and agreements to be made and performed by the **CITY**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above in the **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**’s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing that at least thirty (30) days’ written notice shall be given to the **CITY** prior to cancellation of the policy, and said certificate shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Worker’s Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due

under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments. The **CONTRACTOR** shall furnish the **CITY** certificates of the Worker's Compensation coverage required herein, upon request.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **One Million Ninety-Five Thousand and No/100 Dollars (\$1,095,00.00)**.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided the **CONTRACTOR** has provided a copy of the completed and approved request for tax release (ID CR-3).

The number of working days allowed for completion of the Contract work shall be 125 working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the specified time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or fewer persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR** must give preference to the employment of bona fide residents in the performance of said work.

Pursuant to Idaho Code § 67-2359, the **CONTRACTOR** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of People's Republic of China.

Pursuant to Idaho Code § 67-2346, the **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

Pursuant to Idaho Code § 18-8703, the **CONTRACTOR** certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

Pursuant to Idaho Code § 67-2347A, the **CONTRACTOR** certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which the **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the contract documents, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Bidding Information
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda No. _____, dated _____, _____

THIS CONTRACT, with all of its forms, specifications, and stipulations, shall be binding upon the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of the CITY, the City Clerk has affixed the seal of said City hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE,

GINNO CONSTRUCTION of IDAHO, Inc.

Woody McEvers, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**CITY COUNCIL
STAFF REPORT**

DATE: April 15, 2025
FROM: Lucas Pichette, Deputy Chief
SUBJECT: Approve Purchase of one KME K-180 Type 1 Pumper

DECISION POINT: Should the City Council approve the purchase of a new Fire Engine?

HISTORY: We currently have 3 front-line pumper/ engines, 1 aerial (ladder truck), and 1 backup pumper/ engine. Due to wear/ tear and safety concerns, we have recently had to retire one backup pumper/ engine (2003) and one aerial (1999 ladder truck) leaving us with only one serviceable backup (a 2007 Spartan with 148,485 miles) and no backup aerial. This purchase would provide an additional reliable pumper/engine to add to our current fleet with an anticipated delivered time of approximately two months.

FINANCIAL ANALYSIS: \$985,000.00 for the apparatus and \$30,000 for additional needed equipment, for a total request of \$1,015,000.00. If the GO Bond passes in May, the authored resolution will allow the City to reimburse the general fund for this purchase.

PERFORMANCE ANALYSIS: With the G.O. Bond approval, the delivery of new fire apparatus could take up to 36-48 months. We've identified an "early" pumper/engine in our G.O. Bond financial plan to bridge the anticipated build out time. Our current front-line fleet is starting to show heavy wear and tear as they approach the end of their useful life expectancy. The only current "immediate" option in the fire apparatus market is a pre-built stock type pumper/engine. This identified opportunity has been vetted through our FD apparatus committee as well as through our lead city mechanic. Having reliable and safe apparatus is crucial in maintaining our current high level of service delivery to our community.

DECISION POINT/RECOMMENDATION: City Council should approve the purchase of one KME K-180 Type 1 Pumper/ Engine for up to \$1,015,000.00 that includes needed equipment.

RESOLUTION NO. 25-018

RESOLUTION RE: REIMBURSEMENT OF COSTS
[Official Intent pursuant to Section 1.150-2, Code of Federal Regulations]

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, DECLARING ITS OFFICIAL INTENT TO REIMBURSE CERTAIN REIMBURSABLE EXPENDITURES RELATING TO CERTAIN PROJECTS FROM TAX EXEMPT OBLIGATIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Coeur d'Alene, Idaho (the "City"), is a municipal corporation operating and existing under and pursuant to the provisions of the constitution and laws of the State of Idaho;

WHEREAS, the City intends to finance the costs of (i) purchasing and acquiring fire protection apparatuses and equipment and (ii) demolishing, rebuilding, renovating, expanding and improving existing fire stations throughout the City, together with all necessary appurtenant facilities and equipment (collectively, the "Project");

WHEREAS, in order to carry out the Project, the City has called an election to be held in the City for the purpose of submitting to the qualified electors of the City the proposition of financing the Project in the amount of up to \$16,400,000 (the "Election"); and

WHEREAS, in the event the electors approve the proposition at the Election, the City intends to issue a tax-exempt obligation to finance all or a portion of the Project (the "Proposed Obligation"); and

WHEREAS, the City has incurred expenditures and expects to incur further expenditures related to the Project prior to entering into the Proposed Obligation and the City reasonably intends to reimburse itself or be reimbursed for such prior expenditures on the Project (the "Reimbursable Expenditures") with the proceeds of the Proposed Obligation; and

WHEREAS, the City expects such reimbursement to occur not later than 18 months after the later of (i) the date of the Reimbursable Expenditures, or (ii) the date the Project is placed in service, but no later than three years after the date of the Reimbursable Expenditures.

NOW THEREFORE, IT IS RESOLVED by the Mayor and Council of the City as follows:

Section 1. The purpose of this Resolution is to permit the City to reimburse itself or be reimbursed for the Reimbursable Expenditures relating to the Project from the proceeds of the Proposed Obligation.

Section 2. The City intends to incur and pay for Reimbursable Expenditures with its available funds, and hereby declares its intent and reasonably expects to reimburse itself or be reimbursed for those Reimbursable Expenditures from the proceeds of the issuance of the Proposed Obligation not later than 18 months after the later of (i) the date of the expenditure, or (ii) the date the Project is placed in service, but no later than three years after the date of the expenditure.

Section 3. This declaration of official intention is made pursuant to Section 1.150-2, Code of Federal Regulations.

Section 4. The maximum principal amount of the Proposed Obligation expected to be issued to finance the Project is \$16,400,000, plus costs.

Section 5. The officials of the City are hereby authorized and directed, for and in the name and on behalf of the City, to take any and all actions and execute, acknowledge and deliver any and all agreements, instruments or other documents and revisions or corrections thereof and amendments thereto, as may in their discretion be deemed necessary or desirable to carry out the terms, provisions and intent of this Resolution.

Section 6. This Resolution shall take effect and be in full force from and after its passage.

PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, THIS 1st day of April, 2025.

CITY OF COEUR D'ALENE, IDAHO

By: _____
Woody McEvers, Mayor

ATTEST:

City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

I, the undersigned, City Clerk of the City of Coeur d'Alene, Idaho, hereby certify that the foregoing Resolution is a full, true, and correct copy of a Resolution duly adopted at a regular meeting of the City Council of the City of Coeur d'Alene, Idaho (the "City Council"); the meeting was duly and regularly held at the regular meeting place of the City Council on April 1, 2025; all members of the City Council had due notice thereof; and a majority of the members were present.

The following is the vote upon the Resolution:

Councilmembers voting Yes:

Councilmembers voting No:

Councilmembers abstaining:

Councilmembers absent:

I further certify that the Resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City on _____, 2025.

CITY OF COEUR D'ALENE, IDAHO

By: _____
City Clerk



THE NORTHWEST'S LEADER IN EMERGENCY VEHICLES | YAKIMA, WA. | SINCE 1945

PURCHASE AGREEMENT FOR FIRE APPARATUS

This Agreement is hereby entered into by and between SeaWestern Emergency Vehicles, located at 123 South Front Street, Yakima, WA, 98901 ("Company") and Coeur d' Alene ID Fire Department, ("Buyer") (hereinafter the "Parties").

1. APPARATUS. The Company agrees to sell, and the Buyer agrees to purchase One or more KME Demo Custom Pumpers Shop order numbers #11963 & #11964 (collectively hereinafter referred to as "Apparatus") described in the Company's quoted proposal per the Buyer's specifications, which are attached hereto and hereby incorporated herein, all in accordance with the terms and conditions of this agreement.

The Pumper(s) are quoted in preparation for upcoming approval meetings with the City of Coeur d' Alene in April 2025. If approved for purchase by the City of Coeur d' Alene, the Pumper(s) will be pulled from Seawestern Emergency Vehicles inventory effective April 18th, 2025 until payment in full due no later than May 30th, 2025. If the purchase is not approved in April or payment is not made prior to May 30th, 2025, the Pumper(s) will be made available for sale to other agencies in the Seawestern Marketing area. Until approval is granted by the City of Coeur d' Alene the pumper(s) are subject to prior sale.

- This proposal is valid through 4/18/2025.
- Inspection prior to final delivery will be conducted at Seawestern Emergency Vehicles, Yakima WA
- Payment is due upon approval May 30th, 2025.

The seller shall not be charged with liquidated damages, general damages, or any excess cost if any delay of the delivery of goods is due to:

- Any preference, priority or allocation order duly issued by any governmental agency.
- Unforeseeable causes beyond the reasonable control of the Seller and without the fault, or negligence of the Seller, including but not restricted to, acts of God, or of the public enemy, acts of the Buyer, acts of another Contractor in the performance of a contract with the Buyer, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and natural disasters.
- Any delays of subcontractors occasioned by any of the causes specified in the two immediately preceding clauses.
- Product shortages, tariffs, or product interruptions due to trade disagreements or supply chain disruptions.

2. PURCHASE PRICE.

Vehicle Description	Unit Price	Total Price
KME Pumper #11963	\$954,130.00	\$954,130.00
KME Pumper #11964	\$954,130.00	\$954,130.00
If both Pumpers purchased together	(\$15,250.00)	(\$15,250.00)
Any upfitting costs will be quoted separately and in addition to this agreement		

TOTAL PRICE OF TRUCK WITH OPTIONS ACCEPTED





THE NORTHWEST'S LEADER IN EMERGENCY VEHICLES | YAKIMA, WA. | SINCE 1945

- This timeline for Chassis and production costs is a good faith estimate by the Seller utilizing that information currently available to the Seller. Any delays in Chassis or component delivery shall not be the responsibility of the Seller not shall the Seller be liable for any damages the Buyer may suffer due to such delays to the extent said delays are beyond the reasonable control of the Seller, whether said damages be direct or consequential.
3. If the Buyer claims an exemption from any tax assessed in this transaction, the Buyer agrees to furnish the applicable exemption certificate to the Company and hold the Company harmless from any damages which may result from the Company ultimately having any such tax assessed against it. This pricing is exclusive of any taxes which may apply. Upon written notice from the Buyer to the Seller of any taxes assessed against the Seller related to any exemption certificate provided by the Buyer, the Buyer shall reimburse the Seller the amount of all assessed tax within ten (10) days of said written notice being provided by the Seller.
 4. **WARRANTIES:**
 - **New Item(s) of Apparatus:** The Company warrants each new item of Apparatus manufactured by it against defects in material and workmanship occurring within a period of one (1) year from the date of delivery to the original user/purchaser. The warranty provided herein is more described in the Company's Statement of Warranty which is included in the specification documents and will be provided with final delivery documentation. In the event of any conflict between the Statement of Warranty and this Agreement, the Statement of Warranty shall govern.
 - By the Buyer's signature below, the Buyer hereby acknowledges receipt of the Company's preprinted Statement of Warranty.
 - **Item(s) of Apparatus not Manufactured by the Company:** With respect to any items of Apparatus which are not manufactured by the Company, such items are not warranted by the Company and the Company hereby disclaims all warranties with respect to such item(s), express or implied, including warranties of merchantability and fitness for a particular purpose that may be attributed to the Company under this Agreement or by law. However, such item(s) may be subject to any warranty provided by the manufacturer of such item(s).
 5. **NOTICE.** The parties to this Agreement designate the individuals executing this Agreement as the respective representative of the parties to this Agreement, for purposes of receiving communications regarding this Agreement and the said parties have full authority to enter into this agreement.
 6. **ENTIRE AGREEMENT.** This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications or amendments of this agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the Parties hereto.
 7. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the Parties hereto.





THE NORTHWEST'S LEADER IN EMERGENCY VEHICLES | YAKIMA, WA. | SINCE 1945

- 8. **GOVERNING LAW.** This Agreement shall be governed by, and the rights and duties of the parties shall be construed and determined in accordance with the laws of the State of Washington. In the event of litigation or arbitration, the Parties hereby stipulate that the Superior Court of Kootenai County, State of Idaho, is the proper venue for such dispute to be resolved. Should a dispute arise related to this agreement, the substantially prevailing party shall be entitled to recover all attorney fees and costs incurred related to the said enforcement action, whether suit is required to enforce the terms herein.
- 9. **HEADINGS.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction of interpretation of this Agreement.
- 10. **AUTHORIZATION.** The individual executing this Agreement on behalf of the Buyer does hereby affirmatively represent that he/she has full and express authority to execute said Agreement on the Buyer's behalf and to bind the Buyer to the same.
- 11. **MISCELLANEOUS.** There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned to a third party, unless consented to in writing by the non-assignor. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- 12. **HOLD HARMLESS/INDEMNIFICATION.** Each Party shall indemnify, defend, and hold the other Party, its affiliates, subsidiaries, directors, officers, employees, and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees and costs", arising out of their performance of this Agreement as it relates to any third-party action. Neither Party shall be deemed to be an agent of the other party, for purposes of this Agreement.

12. **NOTICES.** All communications relating to this Agreement shall be address to the following persons:

IN WITNESS WHEREOF, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

Company: SeaWestern Emergency Vehicles

Buyer: City of Coeur d' Alene

By: Blythe Hirst

By: _____

Print Name: Blythe Hirst

Print Name: _____

Title: Sales director SeaWestern EV

Title: _____

Date: 4/2/2025

Date: _____



PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, SENIOR PLANNER
DATE: APRIL 15, 2025
SUBJECTS: ZC-2-25 THREE ZONE CHANGE REQUESTS: FROM R-17 TO C-17, R-3 to C-17L, AND C-17L TO R-3; AND, DEVELOPMENT AGREEMENT AMENDMENTS FOR PLACE TYPE FLEXIBILITY AND TO ADJUST SEWER INFRASTRUCTURE TIMING
LOCATION: PROPERTY NORTH OF INTERSTATE-90 AND WOODSIDE AVENUE, SOUTH OF WEST HANLEY AVENUE, EAST OF HUETTER ROAD, AND WEST OF ATLAS ROAD, COMMONLY KNOWN AS COEUR TERRE

OWNERS:
LREV 28, LREV 31, & LREV 33 LLCs
dba Kootenai County Land Company, LLC
1859 N. Lakewood Drive, Suite #200
Coeur d’Alene, ID 83814

CONSULTANT:
Connie Krueger, AICP
1859 N. Lakewood Drive, Suite #102
Coeur d’Alene, ID 83814

DECISION POINTS

The applicant, Kootenai County Land Company, LLC, represented by Connie Krueger, requests approval of:

1. Zone changes for three areas within the Coeur Terre development (see map for location specificity).
 - Rezone 14.095 acres from R-17 to C-17 to allow for commercial and residential mixed-use development in the northwest portion of Coeur Terre.
 - Rezone 0.824 acres from R-3 to C-17L to accommodate a newly designated city well site.
 - Rezone 0.517 acres from C-17L to R-3 to reflect the removal of a previously planned well site.
2. Two amendments to the Annexation and Development Agreement.
 - Provide greater flexibility in allowable land use types for the project.
 - Adjust sewer infrastructure connection timing.

COEUR TERRE AREA MAP:



BIRD'S EYE VIEW (LOOKING NORTH):



BIRD'S EYE VIEW (LOOKING SOUTH):



RECOMMENDATION FROM PLANNING COMMISSION:

On March 11, 2025, the Planning and Zoning Commission reviewed three proposed zone changes and two amendments to the Coeur Terre Annexation and Development Agreement. Each request was approved by a unanimous vote of 5 to 0. The commission recommends approval of these proposals, subject to the following condition:

- The use of administrative short plats, defined as subdivisions containing four or fewer lots or tracts, shall be prohibited within the Coeur Terre development project. This requirement ensures that all subdivision proposals, regardless of size, undergo a public hearing and review by the Planning Commission.

HISTORY OF ACQUISITION AND PLANNING (2022 APPLICANT ANNEXATION NARRATIVE):

2012:

- Initial project concept initiated with applicant approaching Mr. Armstrong requesting permission to develop a plan for his landholding.

2013-2017:

- Applicant hires SWA Group, a landscape architecture, planning, and urban design firm, with offices worldwide, to develop a master plan.
- The master plan is provided to Mr. Armstrong.
- Years of checking in periodically with Mr. Armstrong and discussion ensue.

2018-2019:

- Mr. Armstrong sells property. SWA Group is commissioned to update the Master Plan. Applicant hires John Burns Real Estate Consulting, a national real estate research analytics firm, to develop regional (CDA and Spokane) real estate and housing analysis. Applicant pairs John Burns and SWA to update the Master Plan. Applicant commissions aerial and ground surveys for topographic mapping of land for infrastructure planning.

2019-2020:

- Applicant begins meetings with: Kootenai Metropolitan Planning Organization (KMPO); Ross Point Water District; School Districts #271 and #273; and Cities of Post Falls and Coeur d'Alene to discuss future boundaries, school sitings, specialized studies infrastructure needs, and the like.
- Applicant requests, and Coeur d'Alene City Council approves, inclusion of extraterritorial planning area in the City's Comprehensive Plan update process.

2021:

- Applicant continues with agency meetings; develops an MOU with the CDA School District related to two school sites; works closely with City's Comprehensive Planning consultant to develop planning area concepts; commissions sewer master plan study with JUB Engineers and transportation master plan study with CivTech; commissions public outreach with Langdon Group; begins update to master plan with BSB Design, an architecture, design, and engineering company; updates real estate and housing analysis by John Burns Real Estate Consulting and pairs BSB and John Burns for the master plan update.

2022:

- Applicant begins detailed work for annexation application submission; meets with City departments in group and individual settings; commissions economic analysis; finalizes infrastructure studies with approval of various City Departments; meets with housing and economic development advocates; meets with emergency service providers; holds public open house; updates final master plan.

HISTORY

The subject property, now known as Coeur Terre, was historically used as farmland prior to annexation into the City of Coeur d'Alene. The land was zoned Agricultural Suburban (AG-Suburban) under Kootenai County jurisdiction, allowing for agricultural and low-density residential uses. The site consisted of open fields with no significant urban

development. In 2023, the City of Coeur d'Alene annexed the property, approving a mix of R-8, R-17, C-17L, and C-17 zoning districts.

The Annexation and Development Agreement (File No. A-4-22) between the City of Coeur d'Alene and Kootenai County Land Company, LLC, along with its affiliated entities, outlines the terms and conditions for the annexation and phased development of approximately 438.71 acres of land adjacent to the City limits. The project owners aim to develop the property over the next 20 to 30 years.

Key Components of the Development Agreement

1. Property Description:
 - The property consists of 14 parcels located east of Huetter Road, south of future Hanley Avenue, west of the Industrial Park, Northshire, and Indian Meadows neighborhoods, and north of the Woodside neighborhood.
2. Zoning and Density:
 - The agreed-upon zoning districts and use limitations are described in Exhibit "D" provided on pages 29-31 (*a subject of this hearing*)
 - The maximum number of residential units is capped at 2,800, despite zoning that could theoretically allow for approximately 4,940 units. This cap is based, in part, on the current capacity of the City's wastewater system.
3. Public Improvements and Dedications:
 - The Owners are responsible for constructing and installing all required public improvements, including sanitary sewer improvements, stormwater disposal, water lines, hydrants, grading, paving, curbs, sidewalks, street lights, street trees, pedestrian/bicycle paths, and traffic control devices.
 - The Owners must dedicate specific rights-of-way and easements to the City and enter into a Road Development Agreement with the Post Falls Highway District.
 - The Owners are required to donate land for a neighborhood park (5.4 acres) and a community park (12.3 acres), along with developing and dedicating two north-south and two east-west trails.
4. Utilities:
 - The Owners must use a public water supply system and pay all required fees and charges. If water service cannot be obtained from a public water supply system, the Owners may seek to obtain water service from any lawful source. (*a subject of this hearing*)
 - The Owners must use the City Sanitary Sewer system and be responsible for all required fees and charges. Specific upgrades and modifications to the sewer system are required to accommodate the development. (*a subject of this hearing*)
5. Financial Obligations:
 - The Owners must pay a total annexation fee of \$2,000,000, with \$1,000,000 due at the time of recordation of the Annexation ordinance

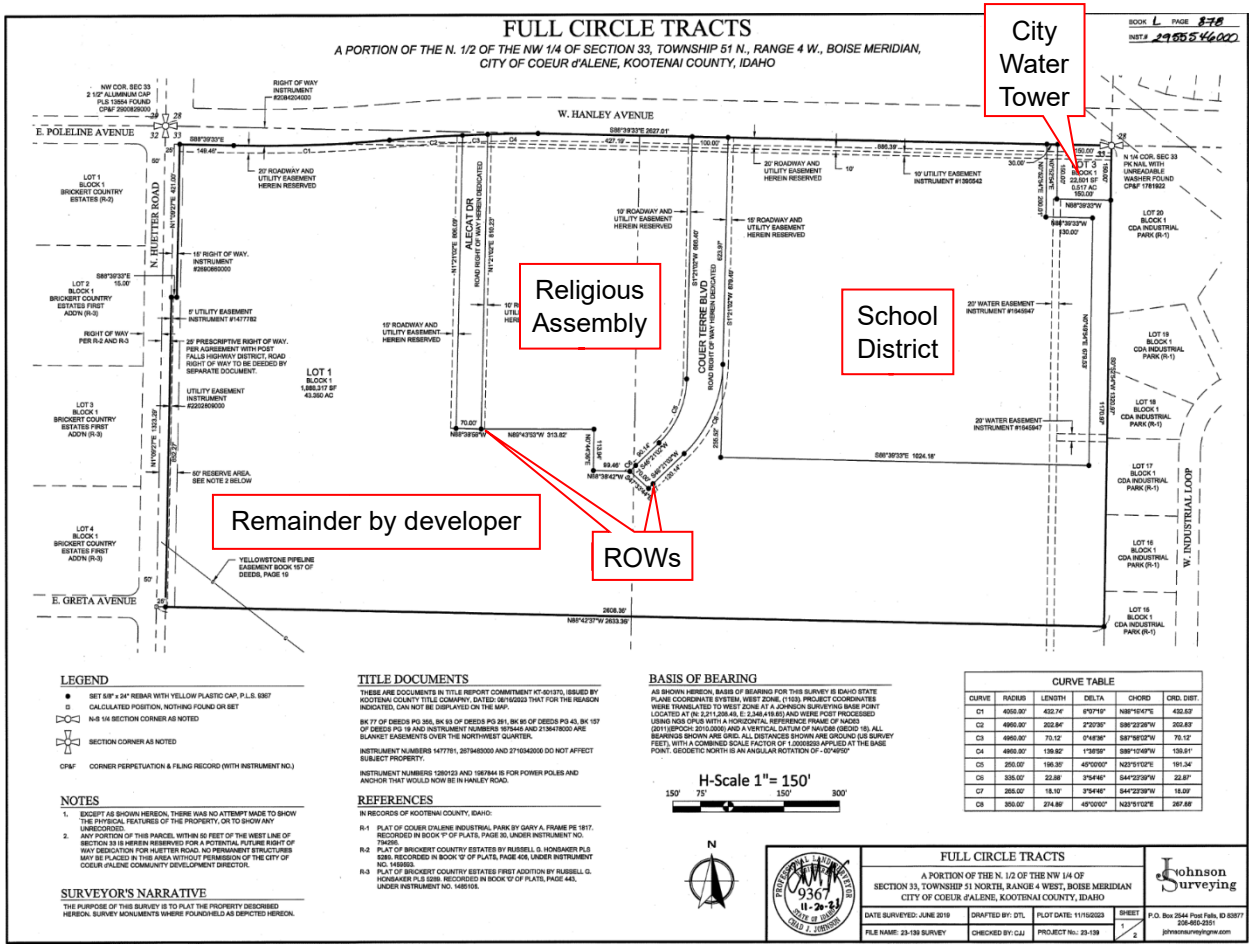
and Agreement (completed), and the remaining \$1,000,000 due no later than two years after the date of recordation (by March 21, 2025).

- The Owners are responsible for all other costs and fees required by City Code, including impact fees.
6. Affordable Housing:
 - The Owners must reserve at least 5% of owned residential units and 5% of rental residential units for affordable and professional workforce housing that meets 80-130% of Area Median Income (AMI).
 7. School Sites:
 - The Owners must convey two future school sites to School District #271, as outlined in a Memorandum of Understanding. The first school site, located at the northeastern corner of the development, has been purchased by SD #271.
 8. Police Substation:
 - The Owners must provide space in a commercial development for a City police substation, at no cost, in consultation with the Police Department.

ACTIONS FOLLOWING 2023 ANNEXATION

The following actions have occurred since the approval of the annexation:

- A previously planned City well site was found to be unviable, necessitating relocation. *(a subject of this hearing)*
- Kootenai County Land Company, LLC, applied for a four-lot short plat "Full Circle Tracts," located at the north end of the project. This short plat created four parcels: one for the City's water tower, another for future school site, a commercially zoned parcel that has since been sold to a religious entity, and finally a remainder parcel, part of which will be used for a future north/south trail, utility extensions, and a 14.095-acre portion subject to the current C-17 zone change request.



Note: Callouts on Full Circle Tracts plat above are representative of ownership, not use.

SUMMARY OF PROPOSED CHANGES

The owner/applicant now seeks to change zoning on three portions of the site and amend the Development Agreement to allow zoning to govern land use more directly rather than requiring additional public hearings for certain uses.

1. Zone Change Requests (see proposed zoning map for additional context)

- **LREV 28/Full Circle Tracts (14.095 acres, R-17 to C-17):** Rezone to accommodate a mix of commercial and residential uses within the northern portion of Coeur Terre.
- **LREV 31 (0.824 acres, R-3 to C-17L):** Rezone to reflect the relocation of the city well site.
- **LREV 33 (0.517 acres, C-17L to R-3):** Rezone to reflect that a well site is no longer planned at this location, allowing single-family residential use.

2. Development Agreement Amendments

- **Land Use Determination:** Allow administrative approval of land uses consistent with the zoning districts and Place Types of the Comprehensive Plan, providing for flexibility in the product type and allowed uses in Coeur Terre.
- **Sewer Infrastructure Timing:** Align required wastewater improvements with actual demand as determined by the City's Wastewater Department rather than adhering to a fixed schedule.

STATEMENT OF FACTS

A1. Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on March 29, 2025.

A2. Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on April 7, 2025.

A3. Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). One hundred ninety-three (193) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on March 28, 2025.

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

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

A6. The subject property is vacant and is relatively flat.

A7. The subject sites are currently zoned R-17, C-17L, and R-3.

A8. This area of Coeur d'Alene has a mix of development and uses. It is adjacent to a number of established single-family neighborhoods to the south and east, the industrial park northeast, newer neighborhoods to the north, and farmland/larger tract single family homes to the west. Two large parcel homes on the east side of Huetter Rd. remain in

Kootenai County, bordered on three sides of city limits and remain in Coeur d’Alene’s Area of Impact (AI) .

A9. The Comprehensive Plan Future Land Use Map designations are Urban & Compact Neighborhood place types. The Comprehensive Plan states that the compatible zoning districts are listed as R-17 and R-34SUP; NC, CC, C17 and C17L (urban), and R-12, R-17, MH-8, NC, and CC (compact).

A10. According to the Comprehensive Plan:

- Urban Neighborhood place types are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.
- Compact Neighborhood place types are described as places that are medium density residential areas located primarily in older locations of Coeur d’Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

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

Community & Identity

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

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

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

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

Goal CI 3: Coeur d’Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Education & Learning

Goal EL 4: Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

Objective EL 4.1: Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d’Alene’s growing population.

Growth & Development

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

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

Objective GD 1.5: Recognize neighborhood and district identities.

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

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

Health & Safety

Goal HS 3: Continue to provide exceptional police, fire, and emergency services.

Objective HS 3.2: Enhance regional cooperation to provide fast, reliable emergency services.

Jobs & Economy

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

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

A12. City departments have indicated that any additional main extensions, streets, and services will be the responsibility of the developer at their expense subject to the development agreement.

A13. The subject properties are 14.095 acres (R-17 to C-17), 0.824 acres (R-3 to C-17L) and 0.517 acres (C-17L to R-3) in size, and are currently vacant. The properties are also relatively flat. The 14-acre request is located at the southeast corner of Hanley Ave. and Huetter Rd., while the other two sites are adjacent to an established single-family neighborhood and the industrial park.

A14. The City Engineer has indicated that the proposed zone changes themselves would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. Without knowing exactly what the applicant intends to construct within the proposed C-17 zoned property, no reliable traffic generation estimates can be made. However, it may be predicted that the zone change will result in some increase in traffic. The zone changes for the City Well sites will have no impact to traffic.

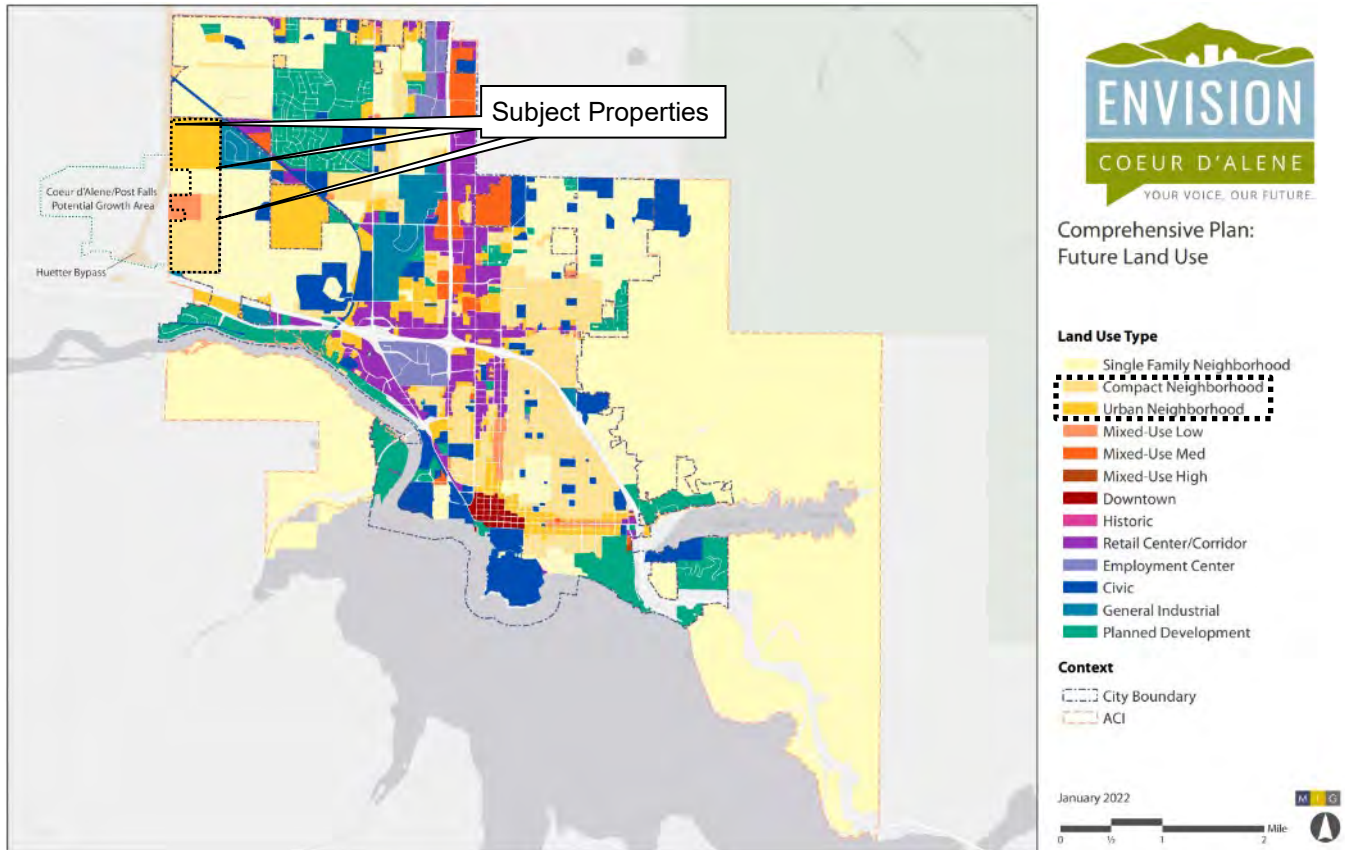
REQUIRED ZONE CHANGE FINDINGS:

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

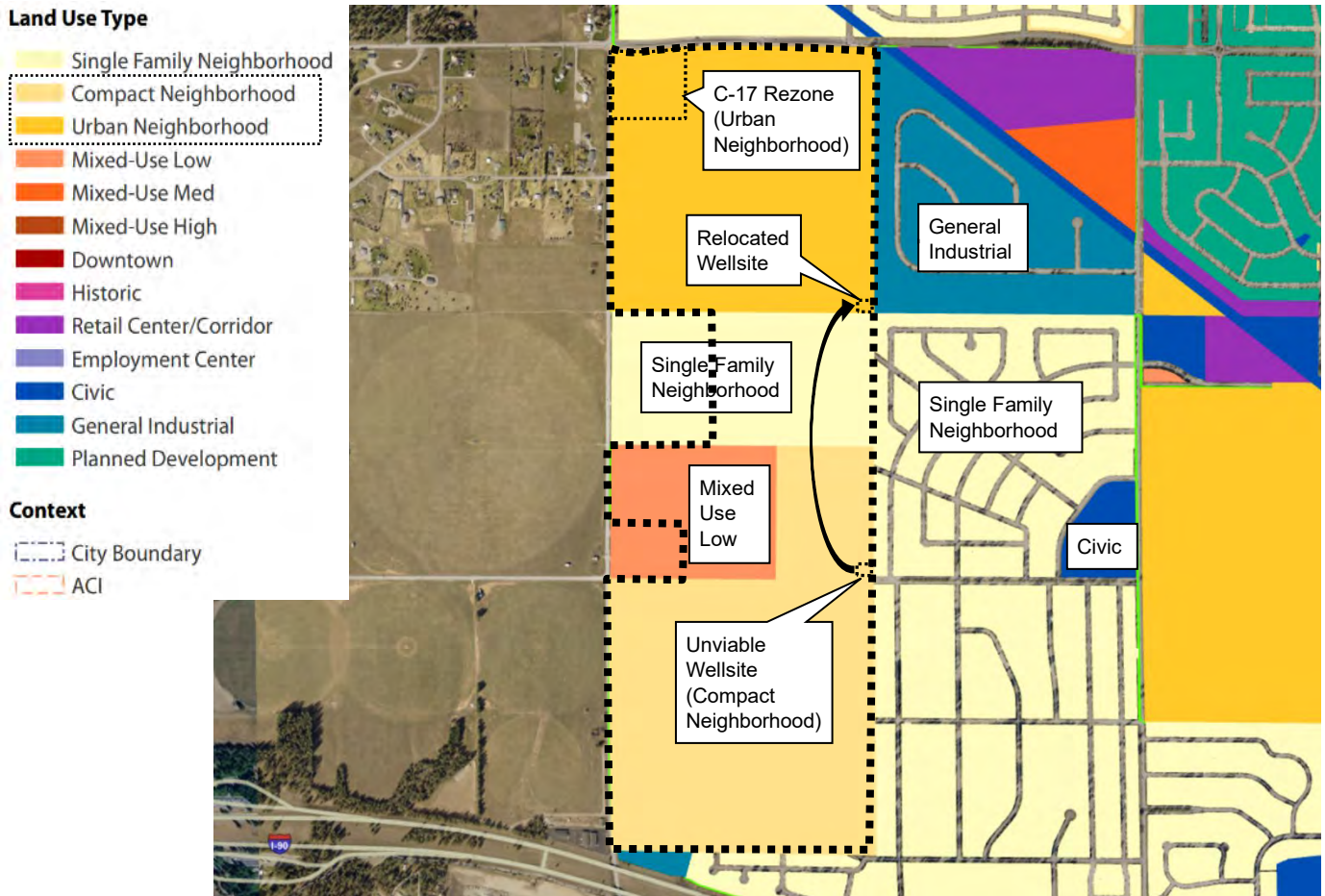
Use the following information, as well as the attached Comprehensive Plan goals, objectives, and policies to make findings **A9, A10, & A11**.

1. The subject properties are within city limits.
2. The City's 2022-2042 Comprehensive Plan categorizes these areas as:
 - **LREV 28/Full Circle Tracts (14.095 acres, R-17 to C-17)** as "Urban Neighborhood"
 - **LREV 31 (0.824 acres, R-3 to C-17L)** as "Urban Neighborhood"
 - **LREV 33 (0.517 acres, C-17L to R-3)** as "Compact Neighborhood"

Future Land Use Map (City Context):



Future Land Use Map (Neighborhood Context):



Place Types

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

Compact Neighborhood

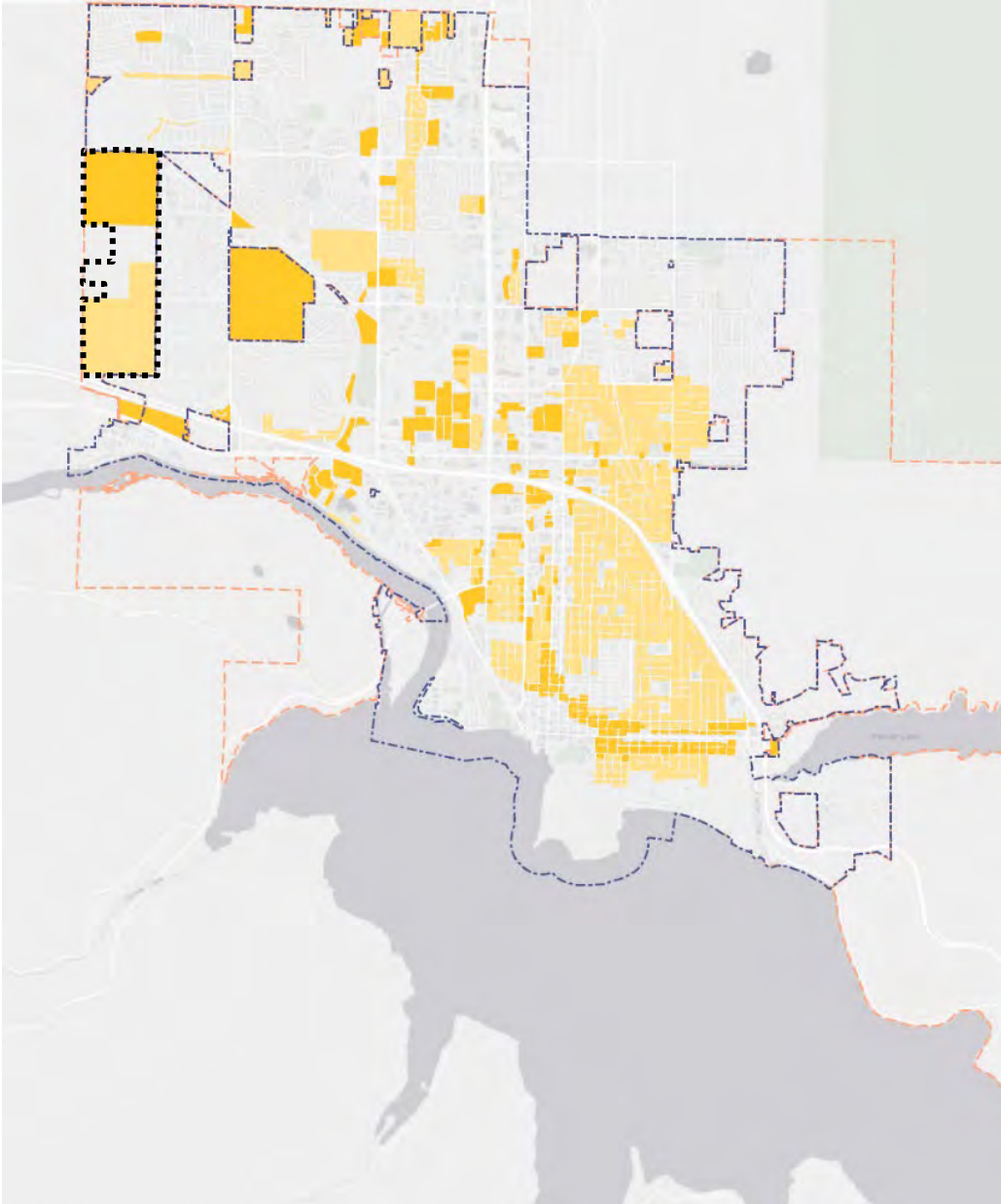
Compact Neighborhood places are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts,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

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

Urban Neighborhood

Urban Neighborhood places are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.

Compatible Zoning: R-17 and R-34SUP; NC, CC, C17, and C17L



Compact Neighborhood



Key Characteristics

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

Transportation

- Gridded street pattern with pedestrian and bicycle facilities

Typical Uses

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



Building Types

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

Compatible Zoning

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

Urban Neighborhood



Key Characteristics

Urban Neighborhood places are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with a gridded street pattern, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, often adjacent to mixed-use districts. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.

Transportation

- Gridded street pattern with internal streets in building complexes
- Should include high ease-of-use pedestrian and bicycle facilities

Typical Uses

- Primary: Multifamily residential
- Secondary: Neighborhood parks and recreation facilities, parking, office, commercial



Building Types

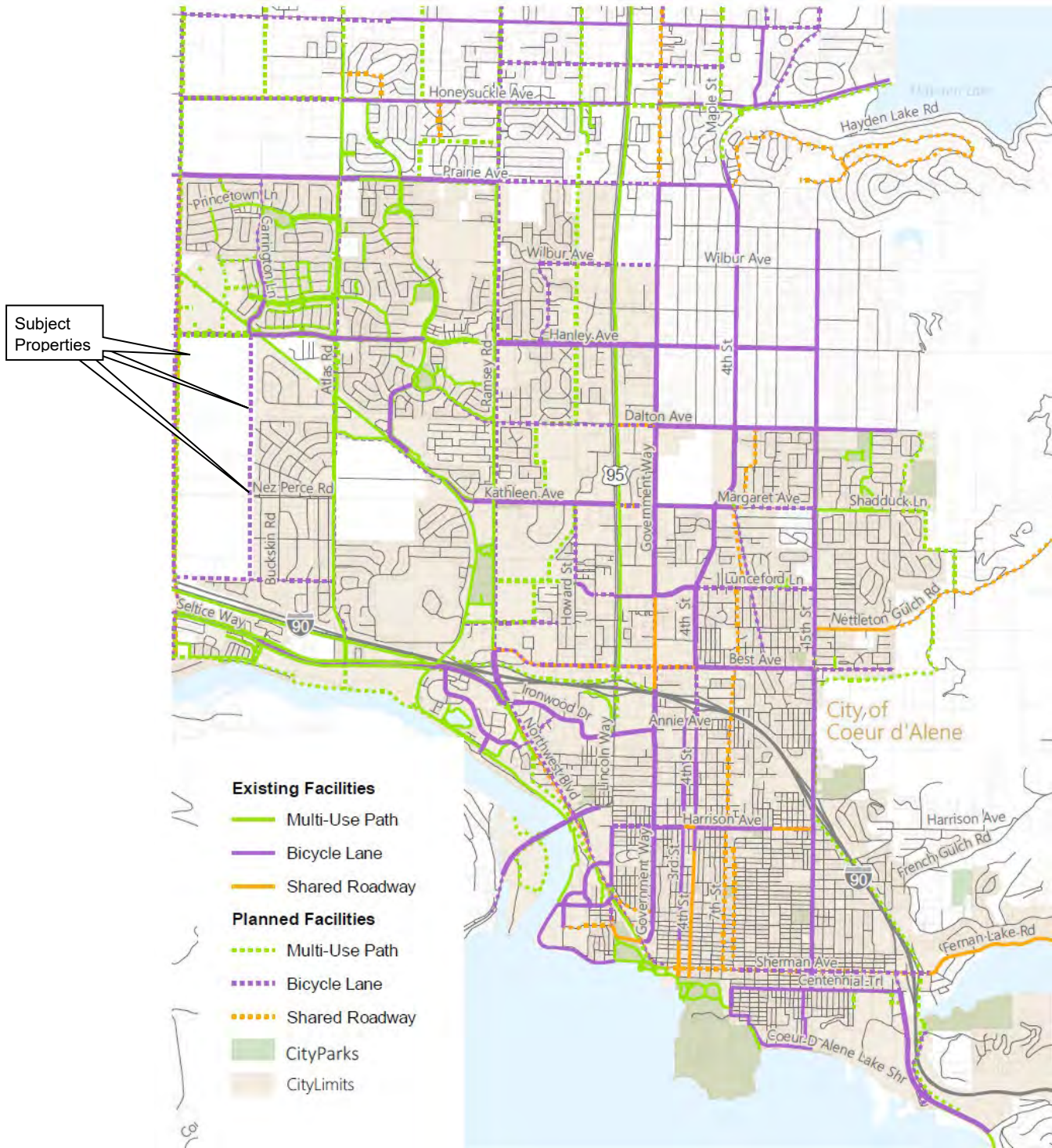
- Apartments, condominiums, townhomes

Compatible Zoning

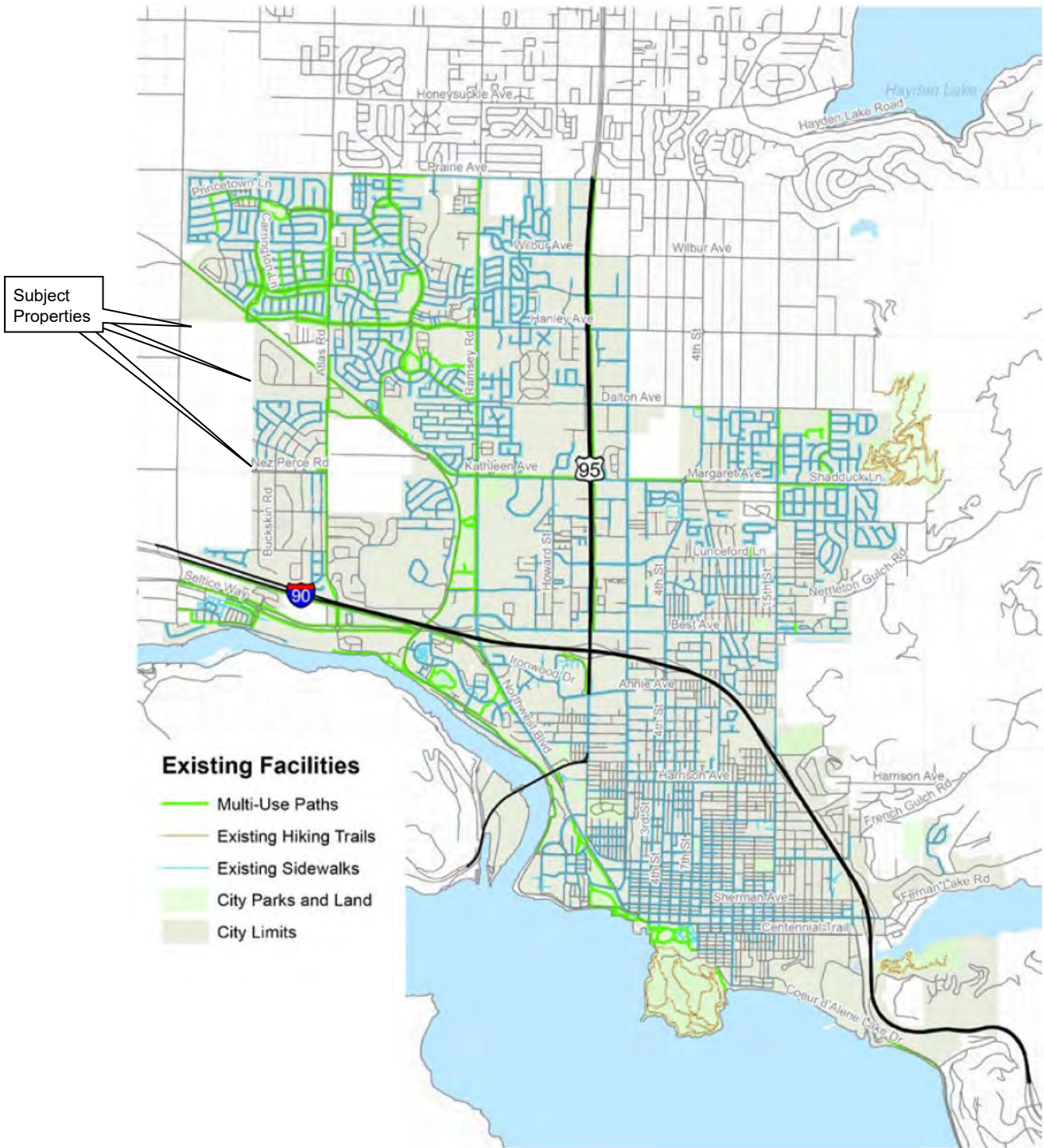
- R-17 and R-34SUP; NC, CC, C17, and C17L

Transportation:

Existing and Planned Bicycle Network:

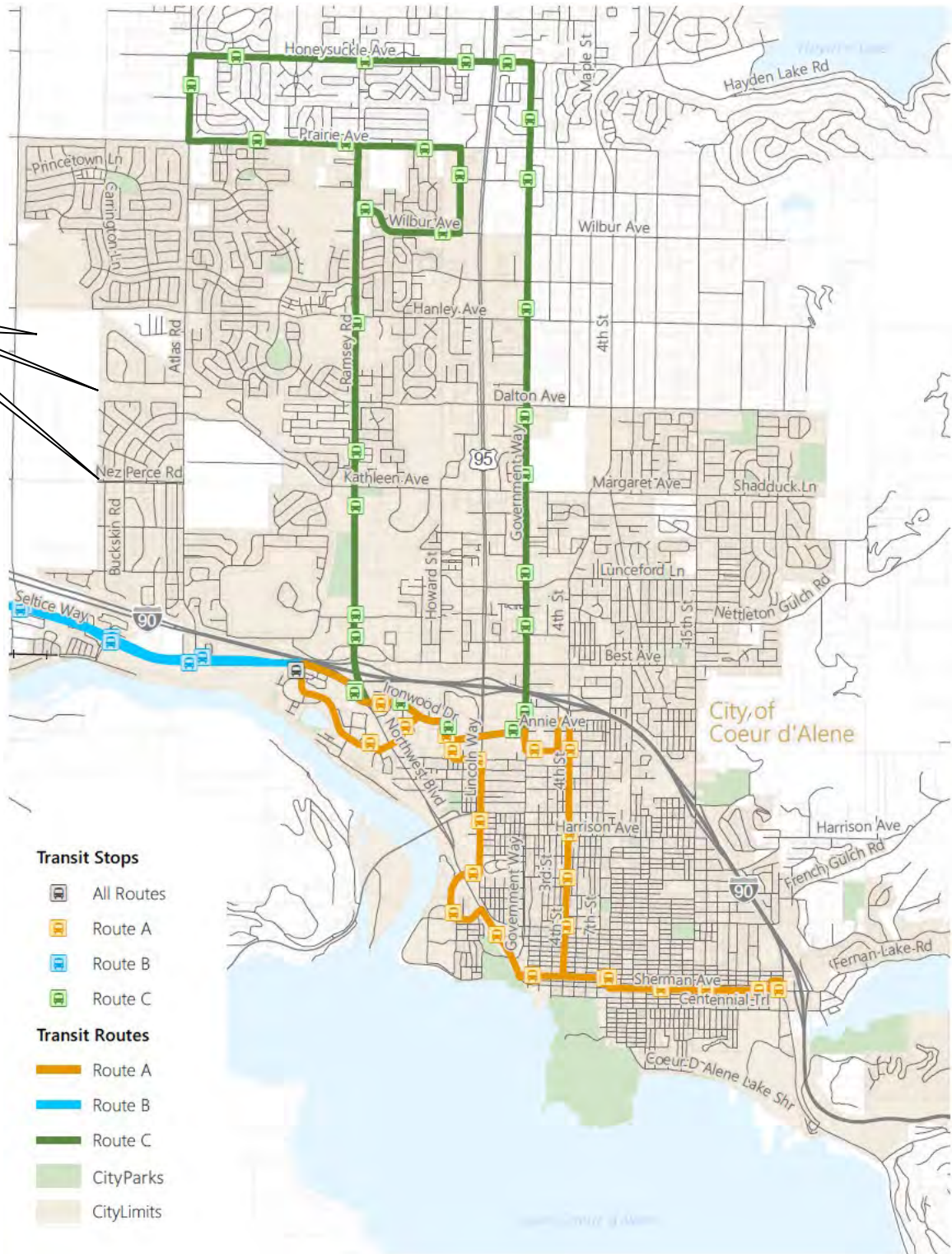


Existing and Planned Walking Network:



Existing Transit Network:

Subject Properties



Comprehensive Plan Policy Framework:

Community & Identity

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

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

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

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

Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Education & Learning

Goal EL 4: Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

Objective EL 4.1: Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.

Growth & Development

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

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

Objective GD 1.5: Recognize neighborhood and district identities.

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

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

Health & Safety

Goal HS 3: Continue to provide exceptional police, fire, and emergency services.

Objective HS 3.2: Enhance regional cooperation to provide fast, reliable emergency services.

Jobs & Economy

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

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

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

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

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

STORMWATER:

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

-Submitted by Chris Bosley, City Engineer

STREETS:

The subject property is bordered by Huetter Road to the west and Hanley Ave to the north. Any frontage improvement requirements will be handled at the time of construction.

-Submitted by Chris Bosley, City Engineer

POLICE:

The Police Department does not have any concerns with the request.

-Submitted by David Hagar, City Engineer

WATER:

No conditions. Any additional main extensions and/or fire hydrants and services will be the responsibility of the developer at their expense. Any additional service will have cap fees due at building permitting.

-Submitted by Glen Poelstra, Assistant Water Director

WASTEWATER:

Wastewater has no issues with the proposed zone changes.

-Submitted by Larry parsons, Utility Project Manager

FIRE:

The CDA Fire Department has reviewed the listed project for zone change at N Huetter Rd. and W Hanley Ave. We have no comments or conditions to add to this project for zone change for the well site relocation.

The uses-by-right allowed in C-17 versus R-17 is likely to increase the hazard of this property. Emergency services response volumes are likely to be greater in C-17 than the R-17 zoning.

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

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

-Submitted by Craig Etherton, Fire Inspector

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

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

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

PHYSICAL CHARACTERISTICS:

The subject property is almost flat based on overall size. There are two areas on the south end that have grade changes. An existing water tower is sited in the northeast corner, two street extensions have been installed, otherwise the annexed parcels are vacant.

Huetter Road on the west side of the property is currently a north/south two-lane road that will provide future access to the site. The south side of the property is bordered by North Idaho Maritime (now vacant) and an existing single-family neighborhood. The east side of the property is adjoined by the CDA Industrial Park (north 1/3) with additional neighborhoods of single-family development (south 2/3).

SITE PHOTOS:

Intersection of Hanley Ave. & Alecat Dr. looking west toward Huetter Rd:



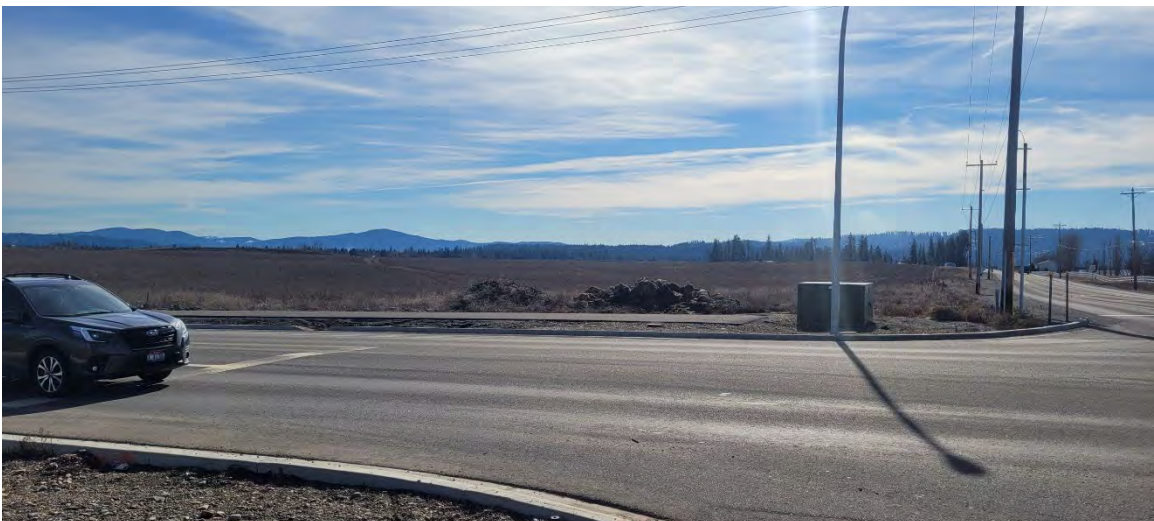
Intersection of Hanley Ave. & Alecat Dr. looking south down Alecat Dr.:



Intersection of Hanley Ave. & Alecat Dr. looking southwest into 14-acre rezone request:



Intersection of Hanley Ave. & Huetter Rd. Dr. looking south showing rezone request:



Hanley Ave. looking east showing new roadway and detached trails (rezone on right):



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

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

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

TRAFFIC:

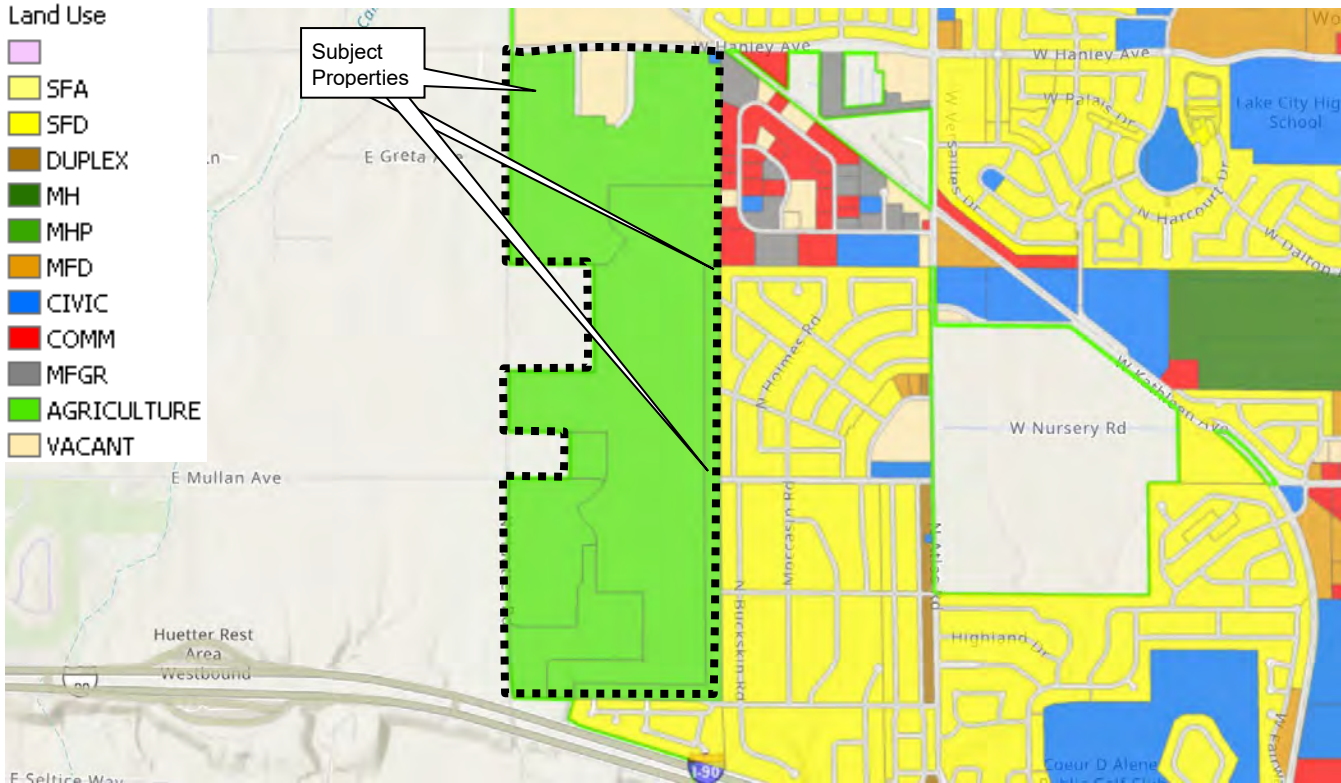
The proposed zone changes themselves would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. Without knowing exactly what the applicant intends to construct within the proposed C-17 zoned property, no reliable traffic generation estimates can be made. However, it may be predicted that the development that occurs as a result of this proposed zone change will result in some increase in traffic. As agreed upon in the Annexation and Development Agreement, the applicant is required to complete a concurrency analysis for each phase of development throughout the life of the project. That concurrency analysis will include a traffic study which will estimate the traffic generated from the development based on proposed density and use. It will also determine what mitigation measures may be required as a result of the development. A higher-level traffic study was performed during the annexation, with help from the Kootenai Metropolitan Planning Organization, to determine regional impacts. If this zone change is approved, a concurrency analysis will be required with the follow-up subdivision application. That study will provide a more in-depth analysis of traffic impacts.

-Submitted by Chris Bosley, City Engineer

NEIGHBORHOOD CHARACTER:

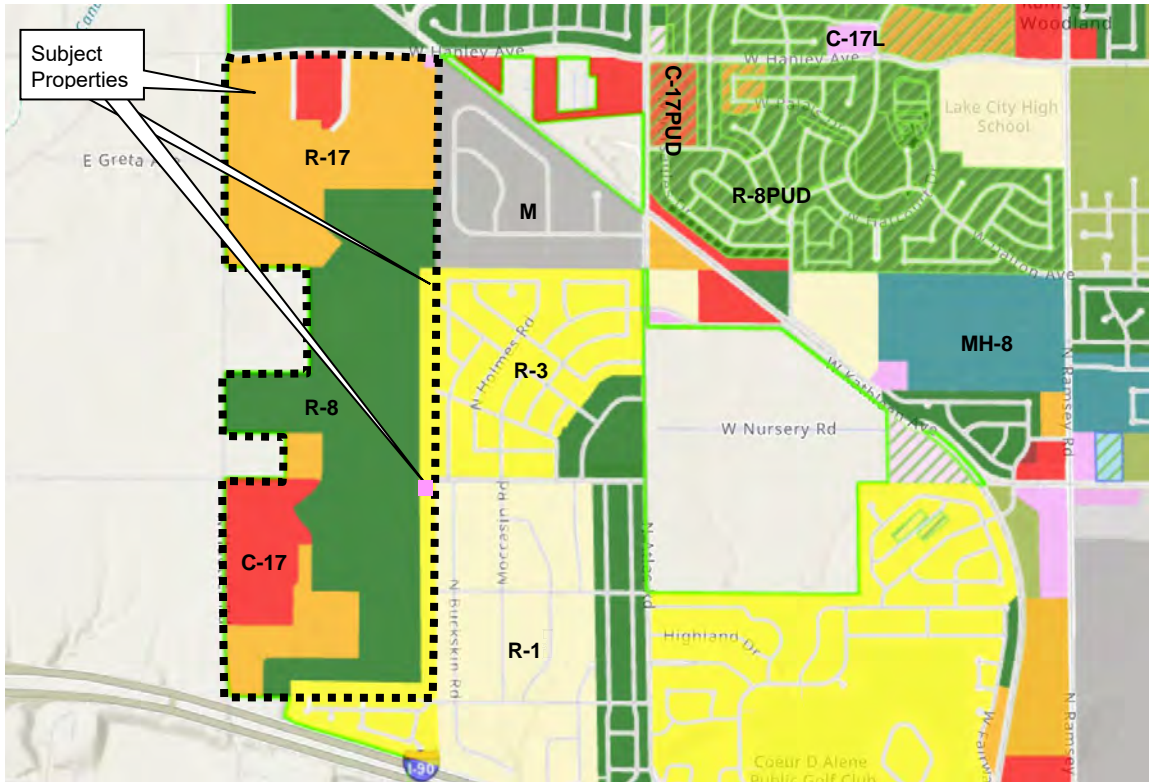
This area of Coeur d'Alene has a mix of development and uses that have spanned many decades. Due to the subject property size, it is adjacent to a number of established single-family neighborhoods to the south and east, the industrial park northeast, newer neighborhoods to the north, and farmland/larger tract single family homes to the west. The existing neighborhoods were designed with streets that were intended to connect to future development on the subject property. Two large parcel homes on the east side of Huetter Rd. remain in Kootenai County, bordered on three sides of city limits and remain in Coeur d'Alene's Area of City Impact (ACI). Properties on the west side of Huetter Rd. are currently in Kootenai County but within Post Falls Area of City Impact (ACI).

GENERALIZED LAND USE PATTERN:



ZONING:

- zoning
- C-17
- C-17L
- C-17LPUD
- C-17PUD
- DC
- DCPUD
- LM
- M
- MH-8
- MH-8PUD
- NC
- NW
- R-1
- R-12
- R-12PUD
- R-17
- R-17PUD
- R-1PUD
- R-3
- R-3PUD
- R-5
- R-5PUD
- R-8
- R-8PUD
- R-8SF



Existing Zoning

Proposed Zoning



Applicant provided exhibit showing zone change requests

Proposed Zoning:

17.05.490: GENERALLY:

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

17.05.500: PERMITTED USES; PRINCIPAL:

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.
- Mobile food court.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Noncommercial kennel.
- Nursing/convalescent/rest homes for the aged.
- Personal service establishments.
- 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.

17.05.510: PERMITTED USES; ACCESSORY:

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

- Accessory dwelling units.
- Apartment for resident caretaker watchman.
- Outside area or buildings for storage and/or preparation of merchandise or goods necessary for and incidental to the principal use.
- Private recreation (enclosed or unenclosed).
- Residential accessory uses as permitted by the R-17 district.

17.05.520: PERMITTED USES; SPECIAL USE PERMIT:

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.

17.05.530: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

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

<u>Structure Type</u>	<u>Structure Location</u>
	<i>In Buildable Area for Principal Facilities</i>
For residential uses	As specified by the R-17 district (32'-45')
For the remaining uses	No height limitation

The applicant has defined their uses through the Annexation and Development Agreement which is shown in the amended Exhibit "E".

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.*

Development Agreement Amendments:

Separate from the zone change request, but as part of the applicant's request, are modifications to the previously approved Annexation and Development Agreement for the Coeur Terre development. Unlike the zone change which applies to specific portions of the project, these requests, if approved, would apply to the whole project. The proposed amendments focus on two key areas: allowing greater flexibility in permitted land uses and building forms by amending the development agreement to update Exhibit "E" defining the allowed uses by zone, and adjusting the timing of required sewer infrastructure improvements so that the City's wastewater Department can determine when those improvements are needed based on actual demand.

Each of the two requests will provide the existing, as well as the proposed, language in the Development Agreement. The land use determination section will also provide Exhibit "E" in its original and proposed forms.

1. **Land Use Determination:** Allow approval of land uses consistent with the zoning districts and Place Types of the Comprehensive Plan as listed in Exhibit "E" according to the Amended Development Agreement, providing for flexibility in the product type and allowed uses in Coeur Terre.

The original agreement established specific limitations on building types and uses within the Coeur Terre project, which the applicant now seeks to revise in favor of a more flexible approach. The applicant states that this modification will support a more adaptable development process while still maintaining consistency with the City's comprehensive planning goals. As noted on amended Exhibit "E" of the agreement, the applicant defines uses allowed by right in the applicable zoning districts.

ARTICLE VI. MISCELLANEOUS (SECTION 6.6):

Original Language:

Conceptual Master Plan: Future subdivision and PUD applications shall generally adhere to the alignment of the transportation network, product and place types, trails/multiuse paths, and public parks as shown in the conceptual design, attached hereto and incorporated herein by reference as Exhibit "E," subject to the Zoning Code in effect at the time of development.

Proposed Language:

Conceptual Master Plan: Future subdivision and PUD applications shall substantially conform to the alignment of the transportation network, product and place types, trails/multiuse paths, density, and public parks as shown in the conceptual design, attached hereto and incorporated herein by reference as Amended Exhibit "E," subject to the Zoning Code in effect at the time of development.

Amended Exhibit "E" is intended to establish a map showing the project layout with the components identified above, in addition to comprehensive lists of product types which are allowed in the areas of the Project shown in the Amended Exhibit. Moreover, attached hereto as Exhibit E-1 is a map showing the location and type of approved future public amenities which the Owners must include in the future development of the identified project areas. While the Owners are restricted to the product types identified in Amended Exhibit "E" unless this Agreement is further amended with the approval of Council pursuant to Idaho Code § 67-6511A, the Planning Department is authorized to determine whether any proposed development would be substantially consistent in use and density with the established lists of product types provided in Amended Exhibit "E;" provided the overall density is generally consistent with Amended Exhibit "E;" and provided the public amenities depicted in Exhibit E-1 are included where designated. In making this determination, the Planning Department shall be guided by the plain language of Amended Exhibit "E" as to use and density, other relevant factors including compatibility with surrounding uses and zoning, conformance with density and layout in Amended Exhibit "E," and the overall intent of the Agreement and this Amendment. The Planning Department shall make such interpretations as will maintain consistency in the application of the Agreement and this Amendment. If the proposed change in product types and density cannot be interpreted as permitted under this interpretation clause, the Owner must follow the formal Amendment process outlined in the Development Agreement Ordinance.

Original Exhibit "E" (cropped for readability):



AMENDED EXHIBIT E

ALLOWED PRODUCTS/USES BY ACTIVITY GROUP PER CCC 17.03

C17*:
 Residential Activities
 Civic Activities
 Sales Activities
 Service Activities
 Accessory Uses

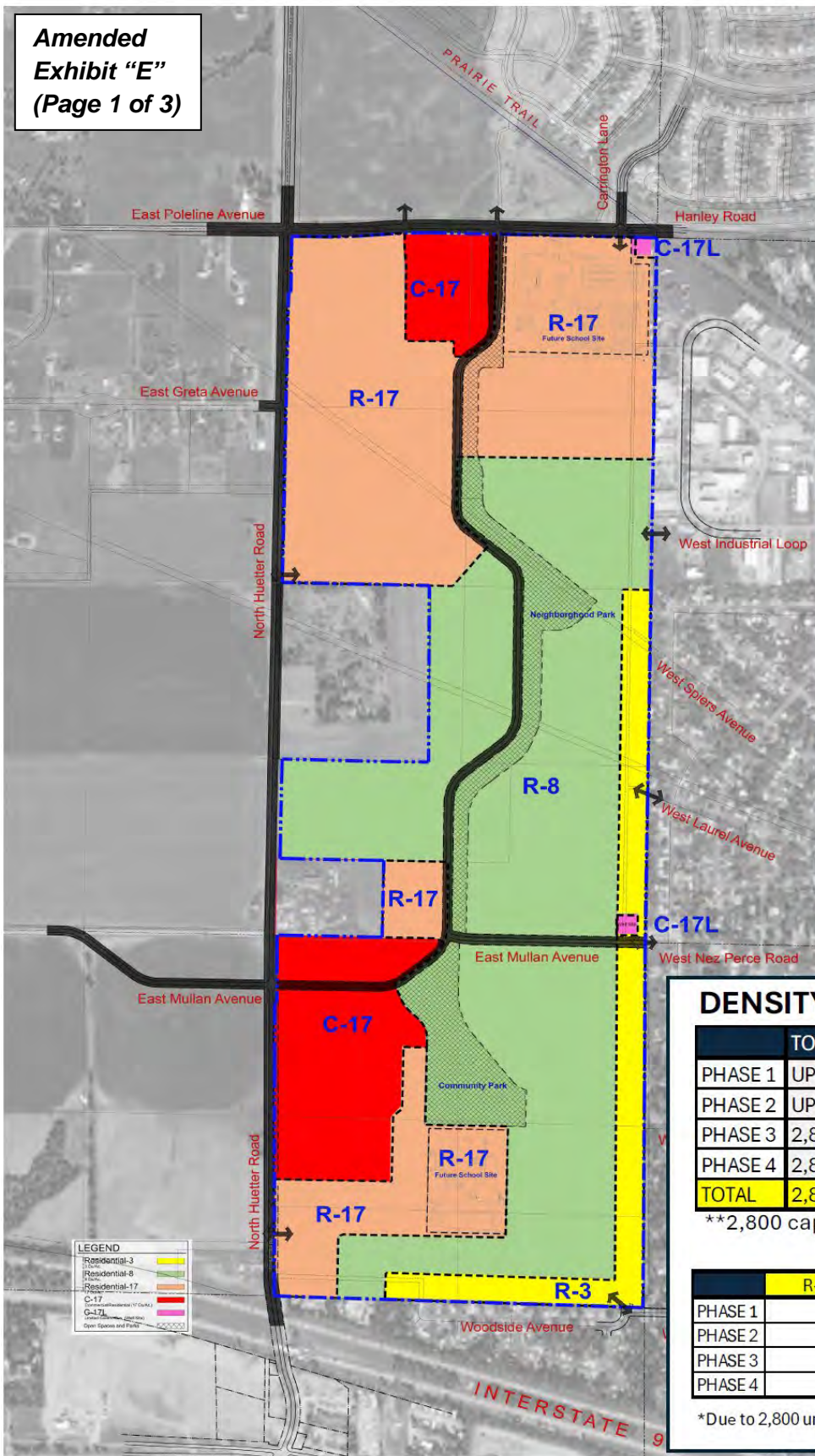
R17*:
 Residential Activities
 Service Activities (Home Occupation only)
 Civic Activities
 Accessory Uses

R8*:
 Residential Activities
 Service Activities (Home Occupation only)
 Civic Activities
 Accessory Uses

R3*:
 Residential Activities
 Service Activities (Home Occupation only)
 Civic Activities
 Accessory Uses

*Owner reserves the right to apply for PUDs or special uses (per code).

Amended Exhibit "E"
 (Page 1 of 3)



DENSITY DETAILS

	TOTAL DENSITY
PHASE 1	UP TO 1,600
PHASE 2	UP TO 715
PHASE 3	2,800 - PH 1 - PH 2 (not to exceed 835)
PHASE 4	2,800 - PH 1 - PH 2 - PH 3 (not to exceed 600)
TOTAL	2,800 UNITS**

**2,800 cap without future approvals.

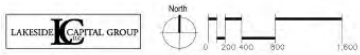
MAXIMUMS BY ZONE AND PHASE*

	R-3	R-8	R-17	C-17
PHASE 1		150	1,200	350
PHASE 2	55	430	230	
PHASE 3	35	700	100	
PHASE 4				600

*Due to 2,800 unit cap, ALL Zone Maximums cannot be used in each phase

LEGEND

Residential-3	Yellow
Residential-8	Light Green
Residential-17	Light Orange
C-17	Red
C-17L	Pink
Open Spaces and Parks	Green with Dotted Pattern



AMENDED EXHIBIT E

Amended Exhibit "E"
(Page 2 of 3)

ALLOWED PRODUCTS/USES BY ACTIVITY GROUP PER CCC 17.03

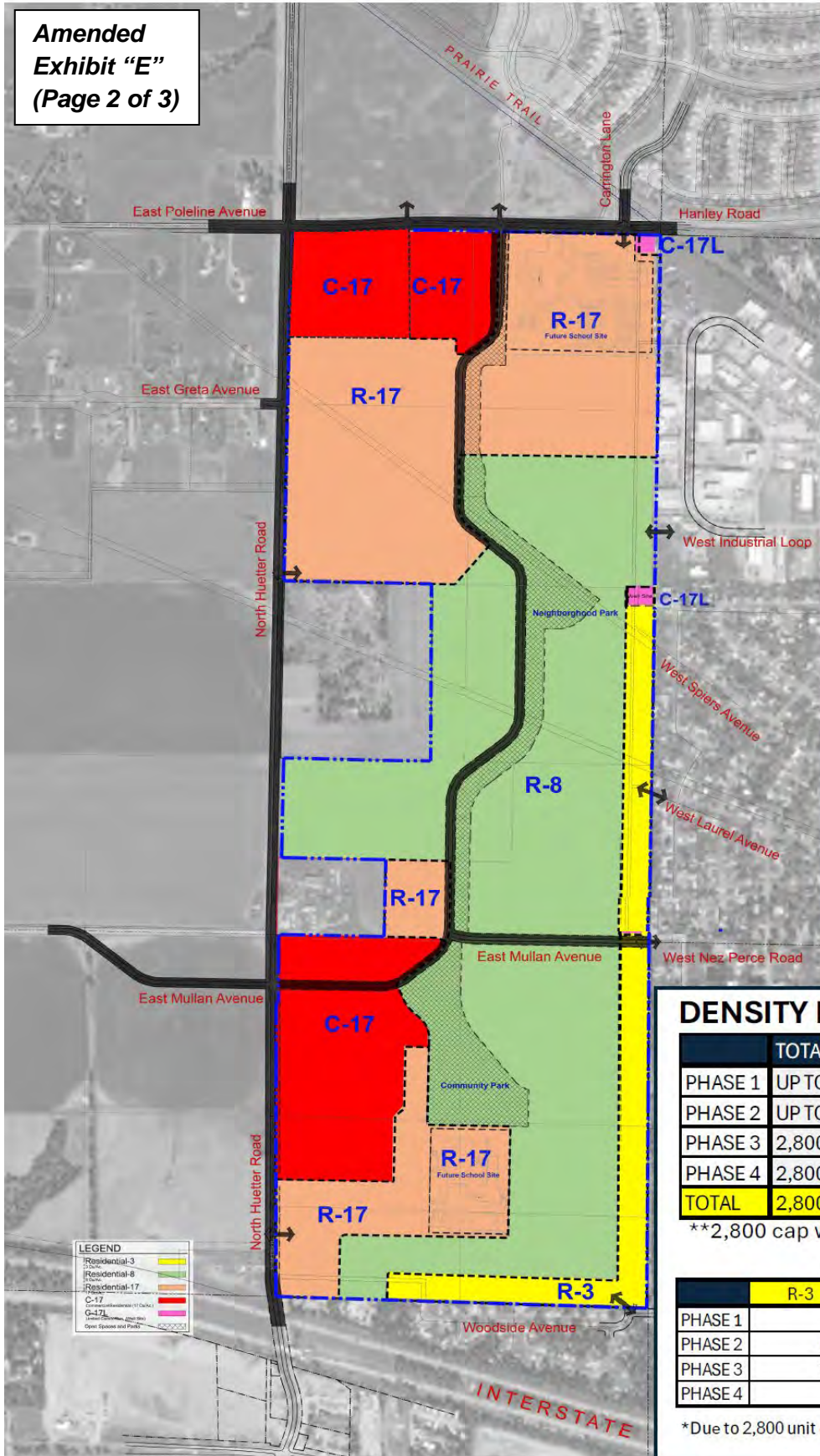
C17*:
Residential Activities
Civic Activities
Sales Activities
Service Activities
Accessory Uses

R17*:
Residential Activities
Service Activities (Home Occupation only)
Civic Activities
Accessory Uses

R8*:
Residential Activities
Service Activities (Home Occupation only)
Civic Activities
Accessory Uses

R3*:
Residential Activities
Service Activities (Home Occupation only)
Civic Activities
Accessory Uses

*Owner reserves the right to apply for PUDs or special uses (per code).



DENSITY DETAILS

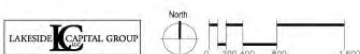
	TOTAL DENSITY
PHASE 1	UP TO 1,600
PHASE 2	UP TO 715
PHASE 3	2,800 - PH 1 - PH 2 (not to exceed 835)
PHASE 4	2,800 - PH 1 - PH 2 - PH3 (not to exceed 600)
TOTAL	2,800 UNITS**

**2,800 cap without future approvals.

MAXIMUMS BY ZONE AND PHASE*

	R-3	R-8	R-17	C-17
PHASE 1		150	1,200	350
PHASE 2	55	430	230	
PHASE 3	35	700	100	
PHASE 4				600

*Due to 2,800 unit cap, ALL Zone Maximums cannot be used in each phase



CŒUR TERRE

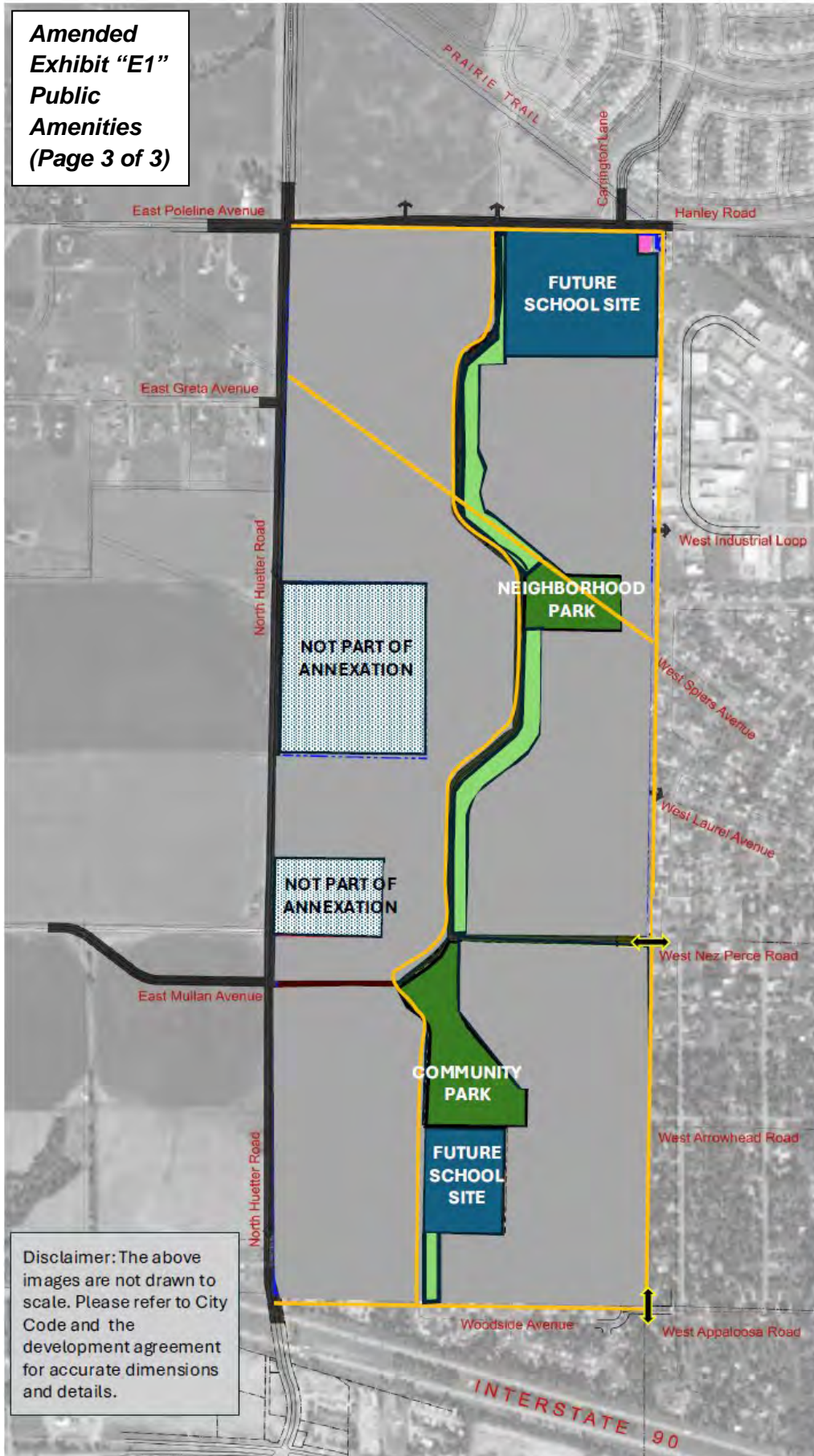


LAKESIDE CAPITAL GROUP

Date: November 7, 2024

EXHIBIT E1

**Amended
Exhibit "E1"
Public
Amenities
(Page 3 of 3)**



Disclaimer: The above images are not drawn to scale. Please refer to City Code and the development agreement for accurate dimensions and details.

LEGEND

-  PUBLIC TRAILS/MULTI-USE PATHS
N/S: 12' wide Multi-use paths
E/W: 10' wide Multi-use paths
-  LINEAR PARK
-  NEIGHBORHOOD/COMMUNITY PARKS
-  CONNECTION TO EXISTING STREETS

2. **Sewer Infrastructure Timing:** Align required wastewater improvements with actual demand as determined by the city's utility department rather than adhering to a fixed schedule.

The applicant is also requesting a revision to the agreement regarding the timing of required sewer infrastructure improvements. Under the current agreement, certain wastewater system upgrades are required at predefined phases of development. The proposed modification would allow the City's Wastewater Department to determine the timing of these improvements based on actual system capacity needs rather than a fixed schedule. This change is intended to ensure that infrastructure investments are aligned with real-time demand, potentially optimizing costs and efficiency while still meeting the long-term service requirements for the development. The proposed language does not replace or alter existing, rather it is an addition to the framework of Section 3.2, Wastewater. Note that this section spans three pages in the development agreement and would add considerable length to this staff report. Below are the listed headings followed by the additional proposed language and a Wastewater comment provided by the Director, Mike Anderson.

ARTICLE III. UTILITIES (SECTION 3.2):

3.2 Wastewater

3.2.1 Limitation on Development Based on Sewer Flows

3.2.1.1 Hawks Nest Lift Station

3.2.1.2 Laurel/Sherwood Trunk Main

3.2.1.3 Appaloosa Trunk Main

3.2.1.4 Fairway Trunk Main

3.2.1.5 Riverside Interceptor

Additional Proposed Wastewater Language:

3.2.1.6 Authorized Scheduling Modifications: Notwithstanding any other provision or requirement hereunder, with respect to the timing of sewer infrastructure improvements required of Owners, the City Wastewater Department, in its sole discretion, may delay the timing of said required improvements and any such approved delay shall not affect or negate Owners' right to the issuance of any approval hereunder provided all other requirements of the Agreement are otherwise satisfied.

3.2.1.7 Authorized Sewer Improvement Modifications: Notwithstanding any other provision or requirement hereunder, should the City Wastewater Department and Owner mutually agree in writing then the scope or nature of sewer improvements required of Owner hereunder may be modified without the need for an amendment to this Agreement.

WASTEWATER

When the original agreement conditions were established, the Wastewater Department incorporated language that, at the time, appeared to best protect our infrastructure. However, as the development has progressed, it has become clear that modifications are necessary. The requested changes to the timing and scope of wastewater infrastructure upgrades are critical to ensuring the best outcomes for both the developer and the Wastewater Department.

-Submitted by Mike Anderson, Wastewater Superintendent

***NOTE:** All remaining Key Components of the Development Agreement (pages 5-6) shall remain in full force and effect as stipulated in the agreement. This includes but is not limited to: density, trail systems, parks, future school site(s), affordable housing element, traffic studies, concurrency analysis, etc. All development within the project shall continue to meet all applicable local, state, and federal laws and regulations.*

Development Agreement Ordinance and Amendments

Pursuant to M.C. § 17.50.050(A), a development agreement may be amended only in a writing signed by the original parties or their successors-in-interest. An amendment requested by the Community Planning Director as provided in subsection B shall first be presented to the Planning and Zoning Commission which, following notice and a public hearing as required by § 67-6509, Idaho Code, shall make a recommendation to the City Council to approve, approve with modifications, or reject the amendment. An amendment shall not be effective until approved by the City Council following notice and a public hearing as required by § 67-6509, Idaho Code.

Pursuant to M.C. § 17.50.050(D), the applicant has submitted a request in writing stating the nature of the modification and the reason(s) the amendments are necessary and reasonable, how the amendments are in the public interest, and provided plans showing approved and requested changes, The Community Planning Director, in consultation with the City Attorney, has determined that the developer and/or owner has proposed a substantial change to the land uses, development standards, and/or approved site plan associated with the project (M.C. § 17.50.050(B)(1), and circumstances have substantially changed so that amendment of the terms of the development agreement is needed to further the goals and purposes of the City and is in the public interest (M.C. § 17.50.050(B)(6).

- Following discussions with the applicant team, city staff has reviewed the requested amendments to the Development Agreement concerning land use, place type, and the timing of sewer infrastructure. As outlined in M.C. § 17.50.050(A) and § 67-6509, Idaho Code, any amendment requires City Council approval after notice and a public hearing.
- The Community Planning Director, in consultation with the City Attorney, has identified substantial changes to the project's land uses, development standards, and/or site plan (M.C. § 17.50.050(B)(1)), including changed circumstances necessitating these amendments to align with the City's goals and public interest (M.C. § 17.50.050(B)(6)).
- The Planning and Zoning Commission held a public hearing on March 11, 2025, fulfilling the requirement to present the amendments to the Commission and gather/hear public testimony. The Commission is responsible for considering public comments and issuing a recommendation to the City Council, which will vote to approve, deny, or request further modifications to the Development Agreement. The Commission determined that, given the nature and location of the Coeur Terre property, the impact of development on adjacent neighborhoods, the City's need to manage growth in this area, and the limited notification and lack of in-person public testimony before a hearing body in the short plat process (under Municipal Code Chapter 16.30 which only requires notice to property

owners within 100 feet and written comment), the Short Subdivision process is inappropriate for this project. Consequently, they recommended amending the Development Agreement to prohibit short plats.

- City Council retains the authority to approve, approve with modifications, or reject the amendments based on the applicant's submission and staff's findings.
 - Planning Commission's recommended condition for approval (from page 3):
The use of administrative short plats, defined as subdivisions containing four or fewer lots or tracts, shall be prohibited within the Coeur Terre development project. This requirement ensures that all subdivision proposals, regardless of size, undergo a public hearing and review by the Planning Commission.

ORDINANCES & STANDARDS USED FOR EVALUATION:

- 2022-2042 Comprehensive Plan
- Transportation Plan
- Municipal Code
- Idaho Code
- Wastewater Treatment Facility Plan
- Water and Sewer Service Policies
- Urban Forestry Standards
- Transportation and Traffic Engineering Handbook, I.T.E.
- Manual on Uniform Traffic Control Devices
- 2021 Parks Master Plan
- 2017 Trails and Bikeways Master Plan

ACTION ALTERNATIVES:

The City Council will need to consider these requests and make findings to (approve) (deny) (deny without prejudice) the zone change requests:

1. Rezone 14.095 acres from R-17 to C-17 – To allow for commercial and residential mixed-use development in the northwest portion of Coeur Terre.
2. Rezone 0.824 acres from R-3 to C-17L – To accommodate a newly designated city well site.
3. Rezone 0.517 acres from C-17L to R-3 – To reflect the removal of a previously planned well site.

The City Council will need to consider the request to amend the Development Agreement along with the recommended condition from the Planning and Zoning Commission and make findings to (approve) (approve with modifications) (reject) the requested amendments.

1. Modification to Land Use and Building Form Regulations – Whether to recommend allowing future development to be governed primarily by the underlying zoning districts rather than the specific use and form restrictions outlined in the development agreement.

2. Adjustment to Sewer Infrastructure Timing – Whether to recommend allowing the timing of required sewer infrastructure improvements to be determined by the city’s wastewater utility department based on system capacity needs rather than a fixed schedule.
3. ***Planning Commission’s recommended condition for development agreement modification: The use of administrative short plats, defined as subdivisions containing four or fewer lots or tracts, shall be prohibited within the Coeur Terre development project. This requirement ensures that all subdivision proposals, regardless of size, undergo a public hearing and review by the Planning Commission.

The findings worksheets are attached.

Attachments:

- *Exhibit 1: Applicant’s Application and Narrative*
- *Exhibit 2: Existing Annexation and Development Agreement (2023)*
- *Exhibit 3: Amendment #1 to Annexation and Development Agreement (2025)*
- *Exhibit 4: Comprehensive Plan Goals and Objectives Worksheet*



APPLICANT'S APPLICATION

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ZONE CHANGE APPLICATION

STAFF USE ONLY

Date Submitted: 1/31/25 Received by: [Signature] Fee paid: 2684.00 Project # ZC-2-25
INCLUDES LEGAL FEE

REQUIRED SUBMITTALS

* Public Hearing with the Planning Commission and City Council required

Application Fee: \$ 1,200.00

Publication Fee: \$ 300.00

Mailing Fee(x2): \$ 1.00 per address + \$ 28.00

(The City's standard mailing list has 28 addresses per public hearing)

A COMPLETE APPLICATION is required at time of application submittal, as determined and accepted by the Planning Department located at <http://cdaid.org/1105/departments/planning/application-forms>.

- Completed application form**
- Application, Publication, and Mailing Fees**
- Title Report(s) by an Idaho licensed Title Company:** Title report(s) with correct ownership easements, and encumbrances prepared by a title insurance company. The report(s) shall be a full Title Report and include the Listing Packet.
- Mailing labels provided by an Idaho licensed Title Company:** Owner's list and three (3) sets of mailing labels with the owner's addresses prepared by a title company, using the last known name/address from the latest tax roll of the County records. This shall include the following:
 1. All property owners within 300ft of the external boundaries. * **Non-owners list no longer required***
 2. All property owners within the subject property boundaries. (Including the applicant's property)
 3. A copy of the tax map showing the 300ft mailing boundary around the subject property.
- A written narrative:** Including zoning, how proposal relates to the 2022-2042 Comprehensive Plan Category, Neighborhood Area, applicable Special Areas and appropriate Goals and Policies, and Policies and how they support your request.
- A legal description:** in MS Word compatible format.
- A vicinity map:** To scale, showing property lines, thoroughfares, existing and proposed zoning, etc.
- Submittal documents:** Applications will not be accepted unless all application items on the form are submitted both with original documents and an electronic copy.

DEADLINE FOR SUBMITTALS

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

PUBLIC HEARING NOTICE SIGN TO BE POSTED ON SUBJECT PROPERTY:

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

PAID

JAN 31 2025

APPLICATION INFORMATION

PROPERTY OWNER: LREV 28, LLC; LREV 31, LLC; and LREV 33 LLC		
MAILING ADDRESS: 1859 N LAKEWOOD DR #200		
CITY: COEUR D'ALENE	STATE: IDAHO	ZIP: 83814
PHONE: 208-755-2886	FAX:	EMAIL: melissa@thinklakeside.com
APPLICANT OR CONSULTANT: CONNIE KRUEGER, AICP		STATUS: ENGINEER OTHER <input checked="" type="checkbox"/>
MAILING ADDRESS: 1859 N LAKEWOOD DR #102		
CITY: COEUR D'ALENE	STATE: IDAHO	ZIP: 83814
PHONE: 208-786-2814	FAX:	EMAIL: ckrueger@stonehenge-us.com

FILING CAPACITY

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

SITE INFORMATION:

PROPERTY LOCATION OR ADDRESS OF PROPERTY: Southeast of the intersection of N Huetter Rd and W Hanley Ave		
EXISTING CITY ZONING (CHECK ALL THAT APPLY): R-1 <input type="checkbox"/> R-3 <input checked="" type="checkbox"/> R-5 <input type="checkbox"/> R-8 <input type="checkbox"/> R-12 <input type="checkbox"/> R-17 <input checked="" type="checkbox"/> MH-8 <input type="checkbox"/> NC <input type="checkbox"/> C-17 <input type="checkbox"/> C-17L <input checked="" type="checkbox"/> CC <input type="checkbox"/> DC <input type="checkbox"/> LM <input type="checkbox"/> M <input type="checkbox"/> NW <input type="checkbox"/>		
PROPOSED CITY ZONING (CHECK ALL THAT APPLY): R-1 <input type="checkbox"/> R-3 <input checked="" type="checkbox"/> R-5 <input type="checkbox"/> R-8 <input type="checkbox"/> R-12 <input type="checkbox"/> R-17 <input type="checkbox"/> MH-8 <input type="checkbox"/> NC <input type="checkbox"/> C-17 <input checked="" type="checkbox"/> C-17L <input checked="" type="checkbox"/> CC <input type="checkbox"/> DC <input type="checkbox"/> LM <input type="checkbox"/> M <input type="checkbox"/> NW <input type="checkbox"/>		
TAX PARCEL #: 351867 LREV 28; 128956 LREV 31; 128181 LREV 33	EXISTING ZONING: R-17 LREV 28; R-3 LREV 31; C17L LREV 33	TOTAL NET AREA/ACRES: 351867 LREV 28=14.095 acres 128956 LREV 31= 824 acres 128181 LREV 33= 517 acres
GROSS AREA/ACRES: 15.436 acres proposed for rezone	CURRENT LAND USE: Undeveloped agricultural lease land and well site	ADJACENT LAND USE: N--Residential; E--Industrial and Residential; S--Residential; W--Rural residential and undeveloped agricultural lease land
DESCRIPTION OF PROJECT/REASON FOR REQUEST: This proposal is the rezone of AIN 351867 (LREV 28) to C-17 to allow for commercial and residential land uses within the northernwest area of the Coeur Terre development. Also proposed is the rezone of a portion of AIN 128956 (LREV 31) from R-3 to C-17L to reflect that a city well site is to be located there and a related rezone of a portion of AIN 128181 from C-17L to R-3 to reflect that the well site is no longer planned for this location.		

REQUIRED CERTIFICATIONS:

OWNERSHIP LIST:

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

The list was compiled by Kootenai Title on Jan 28, 2025
(title company) (date)

RESIDENTS LIST:

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

The list was compiled by Kootenai Title on Jan 28, 2025
(name) (date)

CERTIFICATION OF APPLICANT:

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

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

Signed: _____
(applicant)

Notary to complete this section for applicant:

Subscribed and sworn to me before this _____ day of _____, 20____.

Notary Public for Idaho Residing at: _____

My commission expires: _____

Signed: _____
(notary)

REQUIRED CERTIFICATIONS:

OWNERSHIP LIST:

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

The list was compiled by _____ on _____
(title company) (date)

RESIDENTS LIST:

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

The list was compiled by _____ on _____
(name) (date)

CERTIFICATION OF APPLICANT:

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

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

Signed: *Annie Krvegek*
(applicant)

Notary to complete this section for applicant:

Subscribed and sworn to me before this 30th day of JANUARY, 2025.

Notary Public for Idaho Residing at: 1859 N. LAKEWOOD DR. 102

My commission expires: 03-14-30

Signed: *Chad J Johnson*
(notary)



CERTIFICATION OF PROPERTY OWNER(S) OF RECORD:

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

Name: Melissa Wells Telephone No.: 208-755-2886

Address: 1859 N Lakewood Dr Suite 200, Coeur d'Alene, ID 83814

Signed by Owner: *Melissa Wells*

Notary to complete this section for all owners of record:

Subscribed and sworn to me before this 30th day of JANUARY, 2025.

Notary Public for Idaho Residing at: 18599 N. LAKEWOOD DR. SUITE 102

My commission expires: 03-14-30

Signed: *Chad J Johnson*
(notary)

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

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

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

DATED THIS 30th DAY OF January 2025
Melissa Wells



Coeur Terre Rezone Application

With Annexation and Development Agreement Amendments

| Coeur d'Alene, ID |

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Proposal and Property Information

LREV 28, LREV 31, and LRE33 LLCs are the owners of properties proposed for rezoning as discussed in this narrative and the related application. The properties are located within the Coeur Terre Master Planned Development.

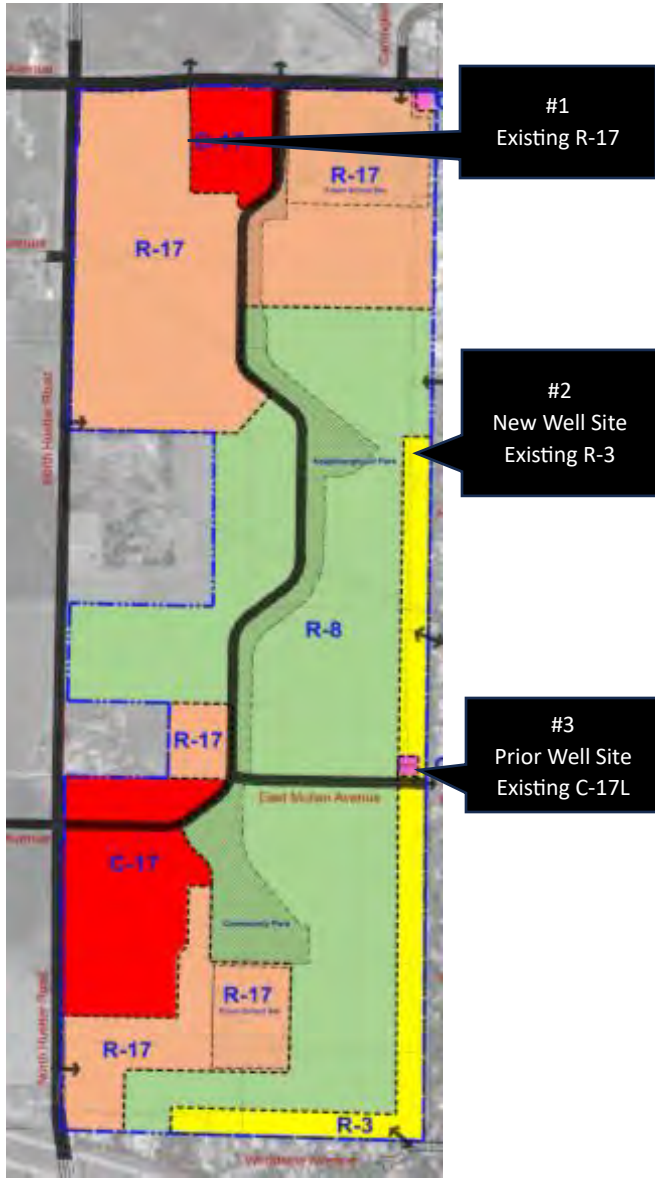
Additionally, accompanying this rezone application is a request for amendments to clarify certain terms of the Coeur Terre Annexation and Development Agreement.

Proposed Zoning Amendments

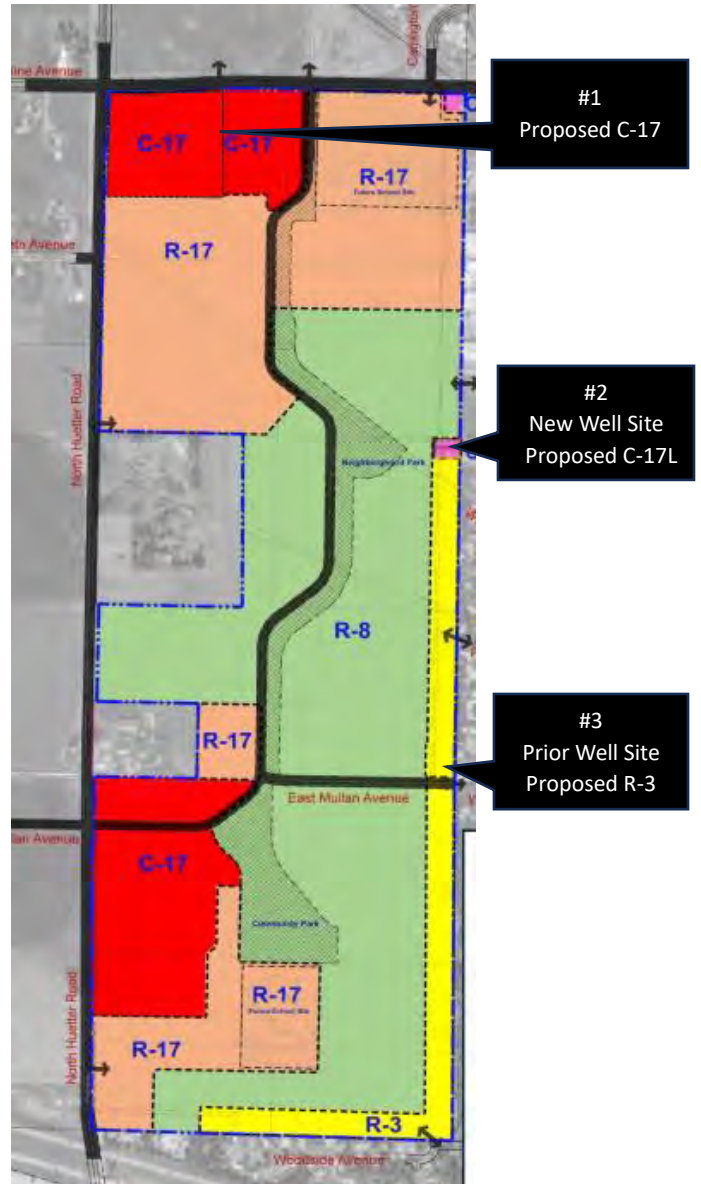
The proposed zoning of the properties is depicted in the Exhibits A “Proposed Rezone Map” and B “Legal Descriptions for Zone Districts” and is further described as follows:

Map Reference # and Owner	AIN	Existing Zoning/ Existing Land Use	Future Zoning/ Future Land Use	Reason(s)
1. LREV 28	351867	R-17 Undeveloped	C-17 Commercial Uses as delineated in proposed development agreement	<p>A localized commercial area is important to the sense of community within the northern portion of Coeur Terre. This property is conveniently located adjacent to collector and arterial roads.</p> <p>The central C-17 Zone District (AIN 351868) property adjacent to the east has been purchased for a future community use. The owner wishes to retain a similar commercial land use base of 14.095 acres in this north side Coeur Terre location.</p>
2. LREV 31	128956	R-3 City well	C-17L City well	Rezone .824 acres of this property from R-3 to C-17L to accommodate the newly relocated city well site
3. LREV 33	128181	C-17 L Undeveloped	R-3 Single family residential as allowed in the R-3 Zone District	Rezone .517 acres of this property from C-17L to R-3 to recognize that the city well site has been moved per #2 above.

Existing Zoning



Proposed Zoning



Figures 1a and 1b Existing and Proposed Coeur Terre Zoning Designations

Proposed Coeur Terre Annexation and Development Agreement Amendments

The proposed amendments to the Annexation and Development Agreement (Exhibit C: Amendment No. 1 to Annexation and Development Agreement, Exhibit D: Amended Exhibit E to Annexation and Development Agreement) are to address the following:

1. An amendment allowing for specific land use activities/product types by zone and to allow for staff determinations of future allowed land uses/product types by zone. This will eliminate the requirement for public hearings for those uses which are substantially consistent in use and density with the original Coeur Terre Annexation development concepts and the city's currently adopted Comprehensive Plan.
 - a. *This amendment is necessary and reasonable because it allows for realistic and timely implementation of the Coeur Terre Annexation and Development agreement throughout its duration without modifying the framework concepts of the Master Planned Development.*
 - b. *This amendment is in the public interest as it facilitates bringing new product types into the Coeur Terre Community in a timely and predictable manner; which is also a benefit to the greater Coeur d'Alene Community where it is potentially more difficult to locate certain types of land uses/product types as infill development.*

2. An amendment regarding the timing of sewer infrastructure installation allowing the city's wastewater utility department to delay implementation of sewer improvements to that time as determined by the utility.
 - a. *This amendment is necessary and reasonable because it allows for realistic and timely implementation of the Coeur Terre Annexation and Development agreement throughout its duration without modifying the framework concepts of the Master Planned Development.*
 - b. *This amendment is in the public interest as it maintains the requirements for installation and funding of sewer infrastructure related to the Coeur Terre community while allowing for this process to be driven by the true need as identified by the city's wastewater utility.*

Physical Environment

The properties are adjacent to the urbanized areas of Coeur d'Alene where public services exist in terms of schools, emergency responders, and medical services. Water (potable and fire flow), sanitary sewer, power, and communication utilities are present and/or planned to serve the properties. There are no known environmental constraints in terms of wetlands, floodplains, riparian areas, unstable soils, contaminated soils, or the like.

Development Process

Once the zoning and annexation and development agreement amendments are approved, the owners will move forward with development applications such as preliminary plats and site plans.

Comprehensive Plan Analysis to Support Zoning Request

The City of Coeur d'Alene's 2022-2042 Comprehensive Plan Future Land Use Map plans for specific place types in the Coeur Terre area. The zoning districts requested with this application are appropriate for the related place type.

Urban Neighborhood

Urban Neighborhood places are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.

Compatible Zoning: R-17 and R-34SUP; NC, CC, C17, and C17L

Single-Family Neighborhood

Single-Family Neighborhood places are the lower density housing areas across Coeur d'Alene where most of the city's residents live, primarily in single-family homes on larger lots. Supporting uses typically include neighborhood parks and recreation facilities.

Compatible Zoning: R-1, R-3, R-5, and R-8;

Compact Neighborhood

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

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

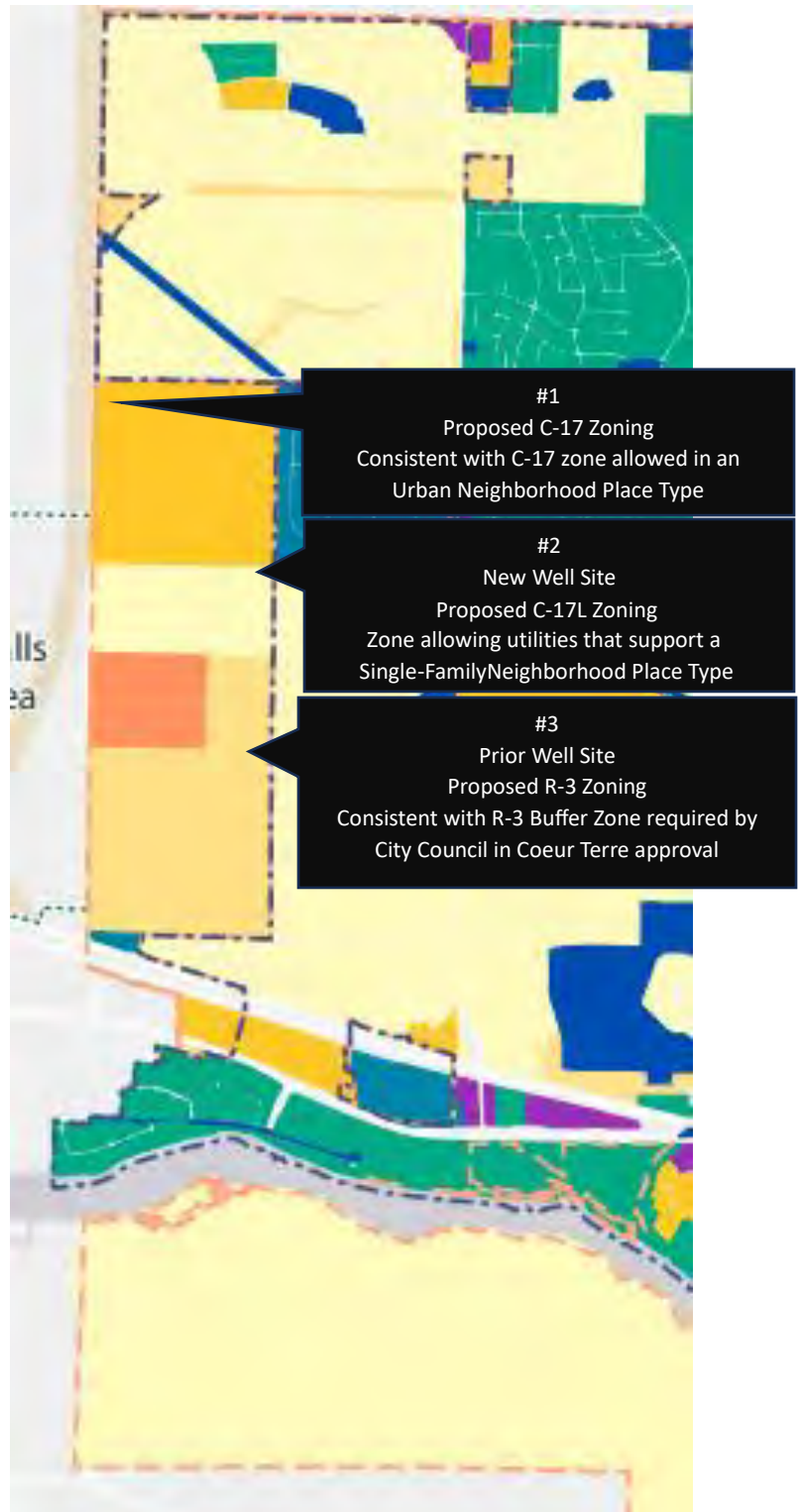


Figure 2 City of Coeur d'Alene's Comprehensive Plan Map depicting Place Types with Proposed Zoning

The zoning amendments are consistent with the following goals and objectives of the Comprehensive Plan:

<u>Goals</u>	<u>Objectives</u>
<p>Goal GD 1 Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.</p>	<p>Objective GD 1.1 Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.</p> <p>Objective GS 1.3 Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance</p> <p>Objective GD 1.4 Increase pedestrian walkability and access within commercial development.</p> <p>Objective GD 1.5 Recognize neighborhood and district identities.</p> <p>Objective GD 1.6 Revitalize existing and create new business districts to promote opportunities for jobs, housing, and ensure maximum economic development potential throughout the community.</p> <p><i>Applies to #1, C-17 Zone: The C-17 Zone District allows for a mixture of residential activities including single family housing, duplex housing, multiple family housing, home occupations, boarding houses, and group dwellings. The C-17 Zone District allows for a variety of sales, service, wholesale and industrial activities. This northwestern commercial area will complement the variety of uses planned for the northern area of Coeur Terre, including schools, retirement homes, various housing stock, and the like. Placing the C-17 Zone District adjacent to the intersection of Poleline and Huetter roads is consistent with the C-17 Zone District which is encouraged to be located adjacent to arterial roads. Providing sales and service activities that complement the surrounding residential uses will provide an enhanced sense of neighborhood or district identity.</i></p>
<p>Goal GD 2 Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.</p>	<p>Objective GD 2.1 Ensure appropriate, high quality infrastructure to accommodate growth and redevelopment.</p> <p><i>Applies to #2, C-17L Zone: The C-17L Zone District allows essential services. A community well is an essential facility and must be located in areas where it functionally has access to adequate amounts and quality of groundwater and where there is servicing capacity in terms of topography, existing infrastructure, economic considerations to the utility, and the like. Placing the C-17L Zone District in this area of Coeur Terre reflects the chosen well location of the city. It is also located in near proximity to manufacturing zoned land.</i></p>
<p>Goal C1 3 Coeur d'Alene will strive to be livable for medium and below income levels, including young families, working class, low income, and fixed income households.</p>	<p>Objective C1 3.1 Support efforts to preserve existing housing stocks and provide opportunities for new affordable and workforce housing.</p> <p><i>Applies to #1, C-17 Zone: The C-17 Zone District allows for a mixture of residential activities including workforce housing such as single-family housing, duplex housing, and multiple family housing. The C-17 Zone District also allows for home occupations.</i></p>

<p>Goal HS 1 Support social, mental, and physical health in Coeur d'Alene and the greater region</p>	<p>Objective HS 1.2 Expand services for the city's aging population and other at risk groups that provide access to education, promote healthy lifestyles, and offer programs that improve quality of life. <i>Applies to #1, C-17 Zone:</i> <i>The C-17 Zone District allows for a mixture of residential, civic, and service activities that will support the various education and program needs of Coeur d'Alene residents. Placing the C-17 Zone District in this northwest area of Coeur Terre adjacent to the intersection of Poleline and Huetter roads is consistent with the C-17 Zone District which is encouraged to locate adjacent to arterials where transportation to such education and program facilities can be accommodated without accessing local road systems. Coeur Terre also provides open space, trail, and park systems that will complement education and program facilities and allow for outdoor activities related to these.</i></p>
<p>Goal JE 1 Retain, grow, and attract business</p>	<p>Objective JE 1.1 Actively engage with community partners in economic development efforts. Objective JE 1.2 Foster a pro-business culture that supports economic growth <i>Applies to #1, C-17 Zone:</i> <i>The C-17 Zone District allows for a mixture of residential, civic, and service activities that will support economic development and a pro-business culture. This northwestern commercial area will complement the variety of uses planned for the northern area of Coeur Terre, including schools, retirement homes, various housing stock, and the like. Placing the C-17 Zone District in this northwest area of Coeur Terre adjacent to the intersection of Poleline and Huetter roads is consistent with the C-17 Zone District which is encouraged to locate adjacent to arterials where transportation to such business facilities can be accommodated without accessing local road systems.</i></p>
<p>Goal JE 3 Enhance the Startup Ecosystem</p>	<p>Objective JE 3.1 Develop public private partnerships to develop the type of office space and amenities desired by start-ups Objective JE 3.3 Promote access to the outdoors for workers and workers who telecommute <i>Applies to #1, C-17 Zone:</i> <i>The C-17 Zone District allows for a mixture of residential, civic, and service activities that will support economic development and a pro-business start-up culture. This northwestern commercial area will complement the variety of uses planned for the northern area of Coeur Terre, including schools, retirement homes, various housing stock, and the like. Placing the C-17 Zone District adjacent to the intersection of Poleline and Huetter roads is consistent with the C-17 Zone District which is encouraged to locate adjacent to arterials where transportation to such facilities can be accommodated without accessing local road systems. Coeur Terre also provides open space, trail, and park systems that will provide workers with convenient access to the outdoors.</i></p>

Coeur Housing

Coeur Housing is a proposed Infill Housing code that staff has been working on with an advisory committee and community input that will allow additional housing units in appropriate areas of the city that area quality in design. The concept of Middle Housing includes housing product types that have been missing in our community that fall in between single-family detached housing and mid-rise apartments. It includes townhomes, triplexes, fourplexes, live/work units, cottage courts, courtyard apartments, and multi-plexes that are house-scale and generally on individual lots. Coeur Housing will also include stacked triplexes and tiny house courts. Coeur Housing intends for these housing types to be allowed in areas of the city that are near jobs, employment, services, the downtown, public transportation, and walking/biking trails. It is anticipated that Coeur Housing will primarily be new housing units constructed on vacant or underutilized lots in existing neighborhoods.

The Coeur Terre Master Planned Development allows for a full range of land uses and product types that address the "Middle Housing" concept that the city is working to implement as infill development in other areas of the city. The mixed uses of the C-17 Zone District further support this concept. These land uses and product types are located with employment centers, businesses, public transportation, parks and open space, and walking/biking trails.

Growth and Development

Coeur d'Alene is a desirable place to live and work. Future growth is focused on improving our city's livability by planning for a mix of land uses that are walkable, access attainable housing options, employment opportunities, healthcare, quality schools, and recreation. Neighborhoods include a variety of housing options and services where residents can walk or bike to cafes, shops, services, jobs, and open spaces. Existing and future development is connected by an extensive multi-modal transportation system that incorporates public transit, automobiles, and safe and convenient pedestrian and bicycle routes.

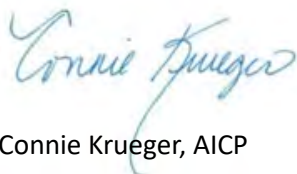
The Coeur Terre Master Planned Development allows for a full range of land uses and product types that include attainable housing, employment centers, healthcare services, schools, and recreation. The mixed uses of the C-17 Zone District further support this concept. These land uses and product types are located with employment centers, businesses, public transportation, parks and open space, and walking/biking trails.

Health and Safety

Coeur d'Alene will strive to be one of the safest and healthiest cities in the nation. Our focus is on continually improving mental and physical health, as well as providing exceptional healthcare and emergency services. Convenient access to trails, parks, open spaces, community gardens and other public spaces provides residents with the opportunity to lead active lifestyles and participate in safe, healthy social activities. Police, fire, and emergency services in Coeur d'Alene are fast, reliable, and trusted by the community. They are highly trained, with excellent equipment and facilities. Our government, businesses, and community groups collaborate to provide programs and services for our at-risk and vulnerable populations.

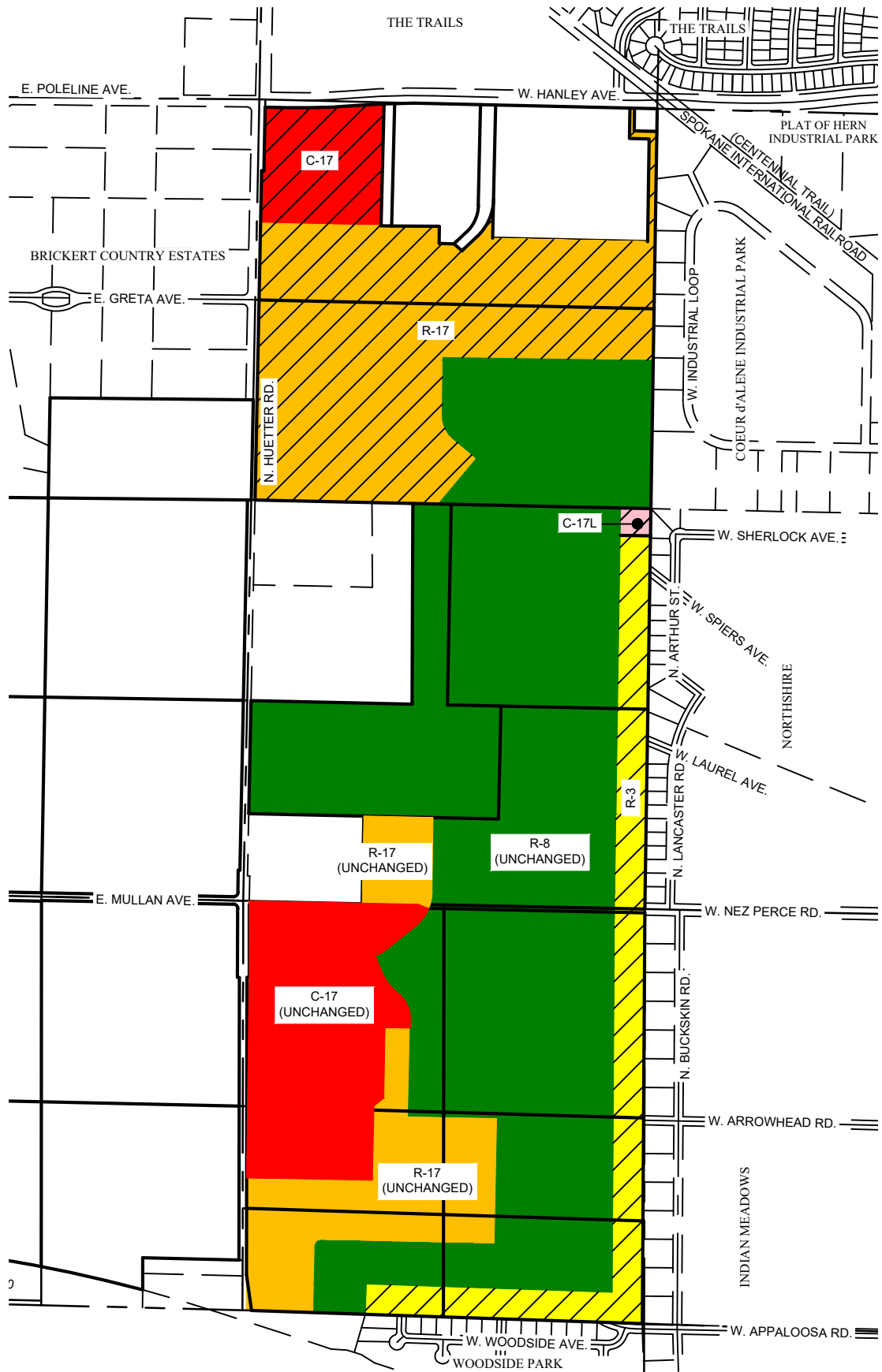
The Coeur Terre Master Planned Development allows for a full range of land uses and product types that include public services, health, and recreation. The public and service uses of the C-17 Zone District further support this concept. These land uses and product types are located with employment centers, businesses, public transportation, parks and open space, and walking/biking trails.

Prepared by:



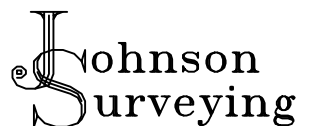
Connie Krueger, AICP

Exhibit A: Proposed Rezone Map



ZONING EXHIBIT

SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN
 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, B. M. KOOTENAI COUNTY, IDAHO



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

DATE SURVEYED:	DRAFTED BY: DTL	PLOT DATE: 01/16/2025	SHEET 1 / 1
FILE NAME:	CHECKED BY: CJJ	PROJECT No.: 25-012	

Exhibit B: Legal Descriptions for Zone Districts

ZONE C-17 (NORTHWEST)

THAT PART OF LOT 1, BLOCK 1, FULL CIRCLE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK L, PAGE 878, RECORDS OF KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 88°39'33" EAST 149.46 FEET
2. ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 4050.00 FEET, A CHORD BEARING OF NORTH 88°16'47" EAST, A CHORD DISTANCE OF 432.53 FEET; THROUGH A CENTRAL ANGLE OF 06°07'19", A DISTANCE OF 432.74 FEET;
3. ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 4960.00 FEET, A CHORD BEARING OF NORTH 86°23'26" EAST, A CHORD DISTANCE OF 202.83 FEET; THROUGH A CENTRAL ANGLE OF 02°20'35", A DISTANCE OF 202.84 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ALECAT DRIVE;

THENCE SOUTH 01°21'02" WEST, ALONG LAST SAID WEST RIGHT OF WAY, 806.09 FEET; THENCE NORTH 88°39'33" WEST 795.86 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 01°09'27" EAST 344.50 FEET;
2. SOUTH 88°39'33" EAST 15.00 FEET;
3. NORTH 01°09'27" EAST 421.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 14.095 ACRES, MORE OR LESS.

ZONE C-17 (NORTH-REMAINDER)

THAT PART OF LOT 1, BLOCK 1, FULL CIRCLE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK L, PAGE 878, RECORDS OF KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 88°39'33" EAST 149.46 FEET
2. ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 4050.00 FEET, A CHORD BEARING OF NORTH 88°16'47" EAST, A CHORD DISTANCE OF 432.53 FEET; THROUGH A CENTRAL ANGLE OF 06°07'19", A DISTANCE OF 432.74 FEET;
3. ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 4960.00 FEET, A CHORD BEARING OF NORTH 86°23'26" EAST, A CHORD DISTANCE OF 202.83 FEET; THROUGH A CENTRAL ANGLE OF 02°20'35", A DISTANCE OF 202.84 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ALECAT DRIVE;

THENCE SOUTH 01°21'02" WEST, ALONG LAST SAID WEST RIGHT OF WAY, 806.09 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 88°39'33" WEST 795.86 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE SOUTH 01°09'27" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 507.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°42'37" EAST 2608.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°52'54" EAST 1170.97 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 1 OF SAID PLAT; THENCE NORTH 88°39'33" WEST 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00°52'54" EAST 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 88°39'33" WEST 30.00 FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK 1, OF SAID PLAT; THENCE SOUTH 00°52'54" WEST 200.01 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID LOT 4; THENCE SOUTH 88°39'33" EAST 130.00 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID LOT 4; THENCE SOUTH 00°49'54" EAST 679.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 88°39'33" WEST 1024.18 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 01°21'02" EAST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 255.52 FEET TO A POINT OF CURVATURE IN THE EAST RIGHT OF WAY OF COUER TERRE BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY OF COUER TERRE BOULEVARD THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET, A CHORD BEARING OF SOUTH 23°51'02" WEST, A CHORD DISTANCE OF 267.88 FEET; THROUGH A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 274.89 FEET;
2. SOUTH 46°21'02" WEST 120.14 FEET;
3. ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 265.00 FEET, A CHORD BEARING OF SOUTH 44°23'39" WEST, A CHORD DISTANCE OF 18.09 FEET; THROUGH A CENTRAL ANGLE OF 03°54'46", A DISTANCE OF 18.10 FEET;
4. NORTH 47°33'44" WEST 70.00 FEET, TO THE SOUTHEASTERLY CORNER OF LOT 2, BLOCK 1, OF SAID PLAT;

THENCE NORTH 88°38'42" WEST 99.46 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 00°44'36" EAST 113.94 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF

Exhibit B Legal Descriptions for Zone Districts

SAID LOT 2; THENCE NORTH 89°43'53" WEST 313.82 FEET; TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 88°38'58" WEST 70.00 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, FULL CIRCLE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK L, PAGE 878, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE SOUTH 01°09'27" WEST, ALONG A LINE THAT IS PARALLEL TO AND 25 FEET EAST OF THE WEST LINE OF SAID SOUTH HALF, 1323.28 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTH HALF; THENCE SOUTH 88°45'41" EAST, ALONG THE SOUTH LINE OF SAID SOUTH HALF 1209.14 FEET; THENCE NORTH 39°57'50" EAST 393.70 FEET; THENCE NORTH 50°02'10" WEST 202.18 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 24°38'47" WEST, A CHORD DISTANCE OF 171.51 FEET, THROUGH A CENTRAL ANGLE OF 50°46'46", A DISTANCE OF 177.25 FEET; THENCE NORTH 00°44'36" EAST 381.86 FEET; THENCE SOUTH 89°09'46" EAST 1389.12 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH HALF; THENCE NORTH 00°52'54" EAST, ALONG THE EAST LINE OF SAID SOUTH HALF 341.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 88°42' 37" WEST 2608.36 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 78.733 ACRES, MORE OR LESS.

ZONE C-17L (NEW WELL SITE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 33, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF NORTHSHIRE, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 199, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE SOUTH 00°53'34" WEST, ALONG THE WEST LINE OF SAID PLAT OF NORTHSHIRE 178.83 FEET; THENCE NORTH 89°06'55" WEST 200.00 FEET; THENCE NORTH 00°53'34" EAST 180.07 FEET, TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88°45'41" EAST 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 35890 SQUARE FEET, MORE OR LESS.

ZONE R-3 (REMAINDER)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 33, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF NORTHSHIRE, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 199, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°53'34" WEST, ALONG THE WEST LINE OF SAID PLAT OF NORTHSHIRE, 178.83 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°53'34" WEST 2426.61 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF NORTHSHIRE; THENCE CONTINUING SOUTH 00°53'34" WEST 40.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE SOUTH 00°19'49" WEST 40.00 FEET TO THE NORTHWEST CORNER OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS, 2697.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF WOODSIDE PARK ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 20, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE NORTH 88°04'43" WEST ALONG THE NORTH LINE OF SAID PLAT OF WOODSIDE PARK ADDITION AND THE NORTH LINE OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO, 1830.40 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF WOODSIDE PARK FIRST ADDITION; THENCE NORTH 01°55'17" EAST 200 FEET; THENCE SOUTH 88°04'43" EAST 1624.77 FEET TO A POINT WHICH IS 200 FEET WEST OF THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS; THENCE NORTH 00°19'49" EAST 2534.78 FEET; THENCE NORTH 00°53'34" EAST 2465.45 FEET; THENCE SOUTH 89°06'55" EAST 200.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 31.357 ACRE, MORE OR LESS.

ZONE C-17L (OLD WELL SITE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 88°47'00" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 53.95 FEET; THENCE NORTH 00°24'13" EAST 53.05 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°24'13" EAST 150.00 FEET;
THENCE NORTH 89°35'47" WEST 150.00 FEET;
THENCE SOUTH 00°24'13" WEST 150.00 FEET;
THENCE SOUTH 89°35'47" EAST 150.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 22500 SQ. FT. OR 0.517 ACRE, MORE OR LESS.

Exhibit C: Amendment No. 1 to Annexation and Development Agreement

**AMENDMENT NO. 1
TO
ANNEXATION AND DEVELOPMENT AGREEMENT**

This Amendment No. 1 to the Annexation and Development Agreement dated March 21, 2023, (the “Agreement”) is entered into this ____ day of _____, 2024, by the City of Coeur d’Alene, 710 E. Mullan Rd., Coeur d’Alene, Idaho, hereinafter referred to as the “City,” and, Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, and LREV 39 LLC, hereinafter referred to as the “Owners.”

WHEREAS, the Owners have requested an amendment to the Agreement which would enable the parties to avoid the unnecessary expenditure of time and money on duplicative proceedings in the event deviations from the conceptual product types included as illustrative examples in the original Agreement are deemed appropriate and advisable, while preserving the integrity of the original conceptual vision; and

WHEREAS, it is in the best interests of the City to enter into this Amendment No. 1 for the purpose of facilitating efficient development of the Owners’ property, to ensure that future development is consistent with the City’s comprehensive plan and zoning regulations, to restrict development to what has been approved by Council in the Agreement and this Amendment, and to provide some flexibility within defined parameters.

NOW, THEREFORE, the parties agree to amendments to the Agreement as follows:

1. Paragraph 6.6 of the Agreement is amended as follows:

Conceptual Master Plan: Future subdivision and PUD applications shall substantially conform to the alignment of the transportation network, product and place types, trails/multiuse paths, density, and public parks as shown in the conceptual design, attached hereto and incorporated herein by reference as Amended Exhibit “E,” subject to the Zoning Code in effect at the time of development.

Amended Exhibit “E” is intended to establish a map showing the project layout with the components identified above, in addition to comprehensive lists of product types which are allowed in the areas of the Project shown in the Amended Exhibit. Moreover, attached hereto as Exhibit E-1 is a map showing the location and type of approved future public amenities which the Owners must include in the future development of the identified project areas. While the Owners are restricted to the product types identified in Amended Exhibit “E” unless this Agreement is further amended with the approval of Council pursuant to Idaho Code § 67-6511A, the Planning Department is authorized to determine whether any proposed development would be substantially consistent in use and density with the established lists of product types provided in Amended Exhibit “E;” provided the

overall density is generally consistent with Amended Exhibit “E;” and provided the public amenities depicted in Exhibit E-1 are included where designated. In making this determination, the Planning Department shall be guided by the plain language of Amended Exhibit “E” as to use and density, other relevant factors including compatibility with surrounding uses and zoning, conformance with density and layout in Amended Exhibit “E,” and the overall intent of the Agreement and this Amendment. The Planning Department shall make such interpretations as will maintain consistency in the application of the Agreement and this Amendment. If the proposed change in product types and density cannot be interpreted as permitted under this interpretation clause, the Owner must follow the formal Amendment process outlined in the Development Agreement Ordinance.

2. A new Paragraph 3.2.1.6 shall be added to and included in the Agreement by this Amendment. Said Paragraph 3.2.1.6 reads as follows:

Authorized Scheduling Modifications: Notwithstanding any other provision or requirement hereunder, with respect to the timing of sewer infrastructure improvements required of Owners, the City Wastewater Department, in its sole discretion, may delay the timing of said required improvements and any such approved delay shall not affect or negate Owners’ right to the issuance of any approval hereunder provided all other requirements of the Agreement are otherwise satisfied.

3. A new Paragraph 3.2.1.7 shall be added to and included in the Agreement by this Amendment. Said Paragraph 3.2.1.7 reads as follows:

Authorized Sewer Improvement Modifications: Notwithstanding any other provision or requirement hereunder, should the City Wastewater Department and Owner mutually agree in writing then the scope or nature of sewer improvements required of Owner hereunder may be modified without the need for an amendment to this Agreement.

4. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect. All development within the project shall continue to meet all applicable local, state, and federal laws and regulations.

DATED this ____ day of _____, 2024.

CITY OF COEUR D’ALENE

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

DEVELOPER
KOOTENAI COUNTY LAND COMPANY, LLC

By _____
Melissa Wells, Manager

OWNERS

LREV 27 LLC

By _____
Melissa Wells, Manager

LREV 28 LLC

By _____
Melissa Wells, Manager

LREV 29 LLC

By _____
Melissa Wells, Manager

LREV 30 LLC

By _____
Melissa Wells, Manager

LREV 31 LLC

By _____
Melissa Wells, Manager

LREV 32 LLC

By _____
Melissa Wells, Manager

LREV 33 LLC

By _____
Melissa Wells, Manager

LREV 34 LLC

By _____
Melissa Wells, Manager

LREV 35 LLC

By _____
Melissa Wells, Manager

LREV 36 LLC

By _____
Melissa Wells, Manager

LREV 37 LLC

By _____
Melissa Wells, Manager

LREV 38 LLC

By _____
Melissa Wells, Manager

LREV 39 LLC

By _____
Melissa Wells, Manager

Exhibit D: Amended Exhibit E to Annexation and Development Agreement

AMENDED EXHIBIT E

ALLOWED PRODUCTS/USES BY ACTIVITY GROUP PER CCC 17.03

C17*:
 Residential Activities
 Civic Activities
 Sales Activities
 Service Activities
 Accessory Uses

R17*:
 Residential Activities
 Service Activities (Home Occupation only)
 Civic Activities
 Accessory Uses

R8*:
 Residential Activities
 Service Activities (Home Occupation only)
 Civic Activities
 Accessory Uses

R3*:
 Residential Activities
 Service Activities (Home Occupation only)
 Civic Activities
 Accessory Uses

*Owner reserves the right to apply for PUDs or special uses (per code).

DENSITY DETAILS

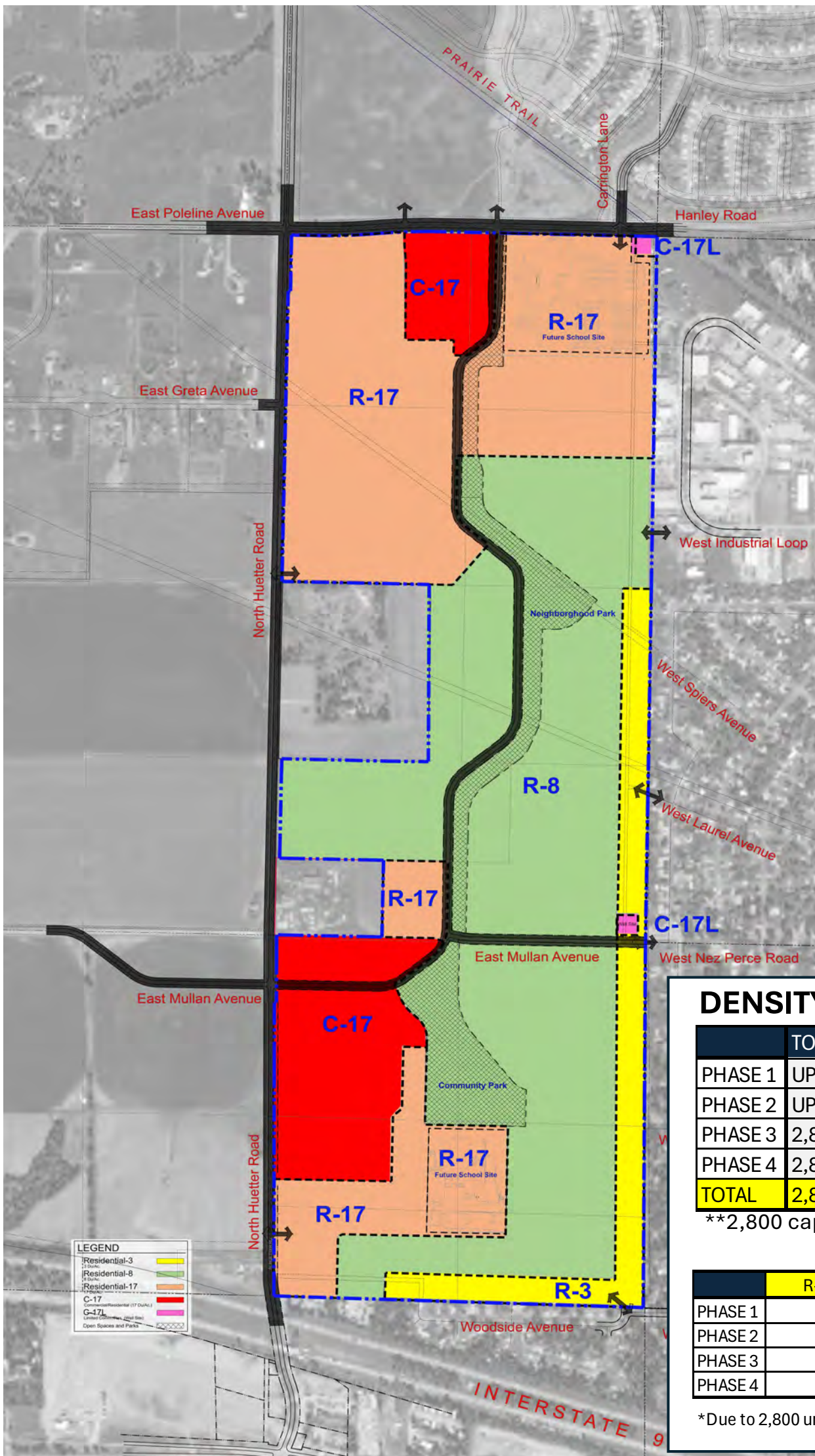
	TOTAL DENSITY
PHASE 1	UP TO 1,600
PHASE 2	UP TO 715
PHASE 3	2,800 - PH 1 - PH 2 (not to exceed 835)
PHASE 4	2,800 - PH 1 - PH 2 - PH3 (not to exceed 600)
TOTAL	2,800 UNITS**

**2,800 cap without future approvals.

MAXIMUMS BY ZONE AND PHASE*

	R-3	R-8	R-17	C-17
PHASE 1		150	1,200	350
PHASE 2	55	430	230	
PHASE 3	35	700	100	
PHASE 4				600

*Due to 2,800 unit cap, ALL Zone Maximums cannot be used in each phase



AMENDED EXHIBIT E

ALLOWED PRODUCTS/USES BY ACTIVITY GROUP PER CCC 17.03

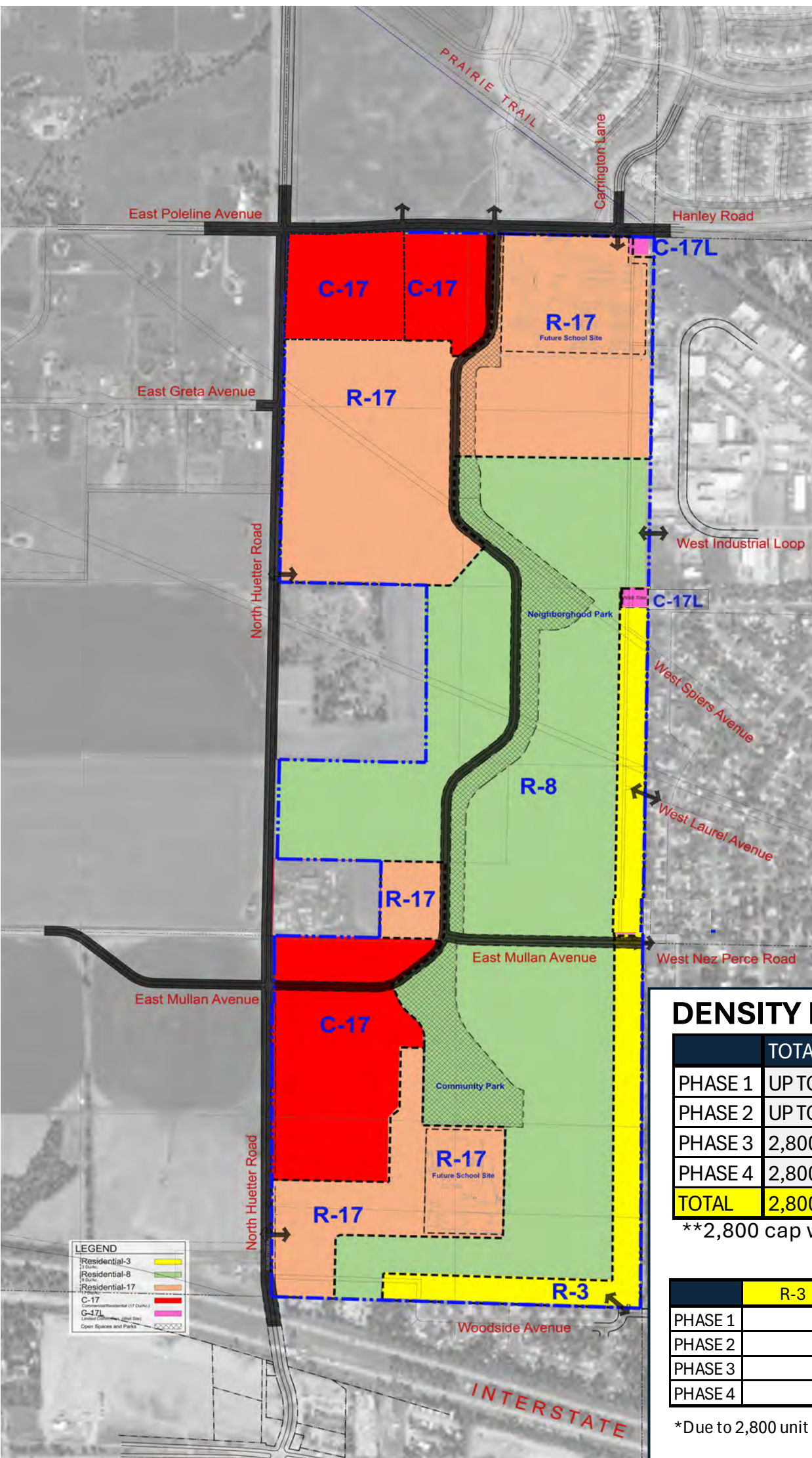
C17*:
 Residential Activities
 Civic Activities
 Sales Activities
 Service Activities
 Accessory Uses

R17*:
 Residential Activities
 Service Activities (Home Occupation only)
 Civic Activities
 Accessory Uses

R8*:
 Residential Activities
 Service Activities (Home Occupation only)
 Civic Activities
 Accessory Uses

R3*:
 Residential Activities
 Service Activities (Home Occupation only)
 Civic Activities
 Accessory Uses

*Owner reserves the right to apply for PUDs or special uses (per code).



DENSITY DETAILS

	TOTAL DENSITY
PHASE 1	UP TO 1,600
PHASE 2	UP TO 715
PHASE 3	2,800 - PH 1 - PH 2 (not to exceed 835)
PHASE 4	2,800 - PH 1 - PH 2 - PH3 (not to exceed 600)
TOTAL	2,800 UNITS**

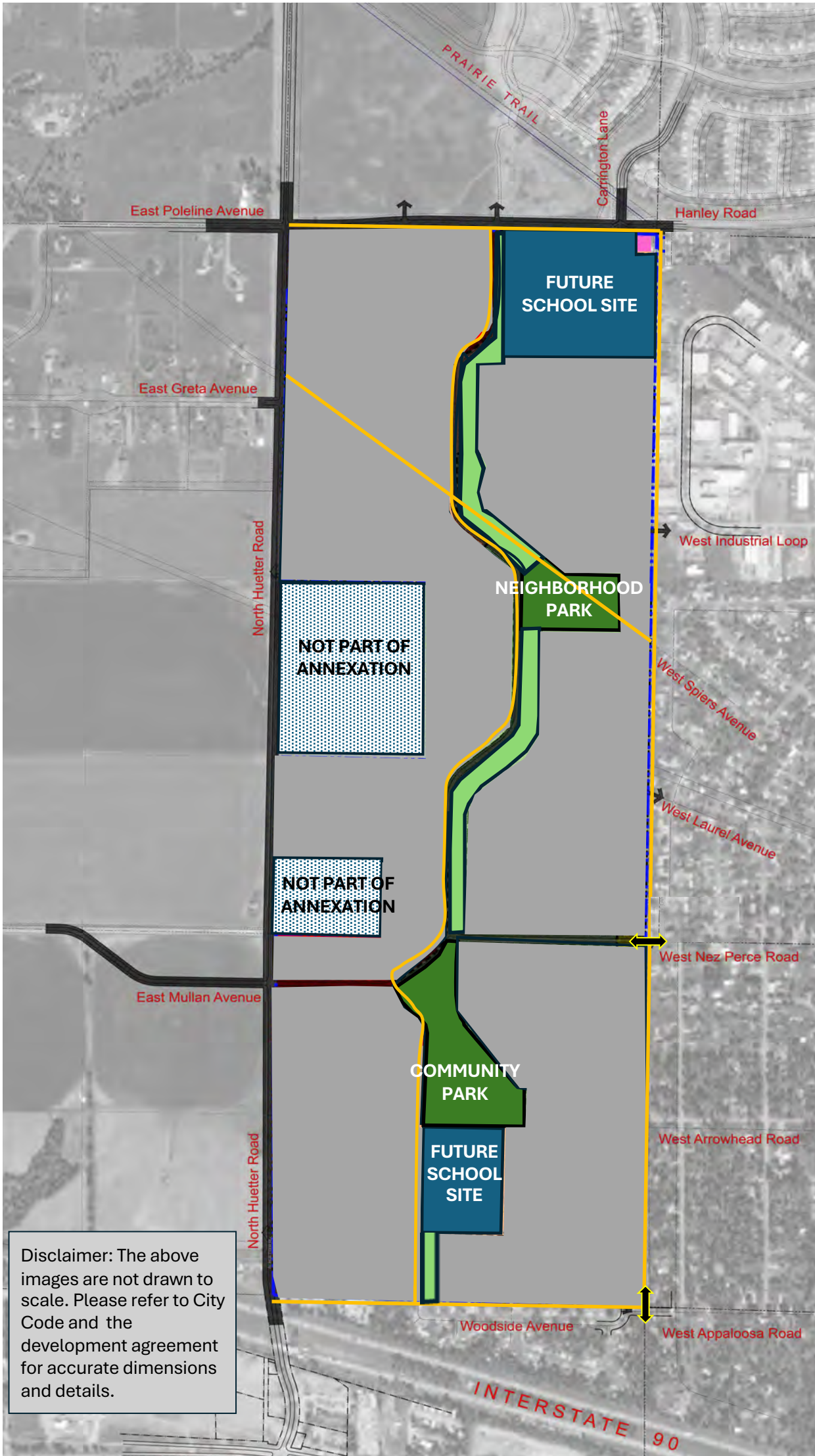
**2,800 cap without future approvals.

MAXIMUMS BY ZONE AND PHASE*

	R-3	R-8	R-17	C-17
PHASE 1		150	1,200	350
PHASE 2	55	430	230	
PHASE 3	35	700	100	
PHASE 4				600





*Due to 2,800 unit cap, ALL Zone Maximums cannot be used in each phase

EXHIBIT E1



Disclaimer: The above images are not drawn to scale. Please refer to City Code and the development agreement for accurate dimensions and details.

LEGEND

-  PUBLIC TRAILS/MULTI-USE PATHS
N/S: 12' wide Multi-use paths
E/W: 10' wide Multi-use paths
-  LINEAR PARK
-  NEIGHBORHOOD/COMMUNITY PARKS
-  CONNECTION TO EXISTING STREETS

ANNEXATION AND DEVELOPMENT AGREEMENT

(File No. A-4-22)

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and dated this 21 day of March, 2023, by and between the City of Coeur d'Alene, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, a municipal corporation organized and existing pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and Kootenai County Land Company, LLC, an Idaho limited liability company, together with its affiliated entities which hold legal title to the subject Property, LREV 27 LLC, an Idaho limited liability company, LREV 28 LLC, an Idaho limited liability company, LREV 29 LLC, an Idaho limited liability company, LREV 30 LLC, an Idaho limited liability company, LREV 31 LLC, an Idaho limited liability company, LREV 32 LLC, an Idaho limited liability company, LREV 33 LLC, an Idaho limited liability company, LREV 34 LLC, an Idaho limited liability company, LREV 35 LLC, an Idaho limited liability company, LREV 36 LLC, an Idaho limited liability company, LREV 37 LLC, an Idaho limited liability company, LREV 38 LLC, an Idaho limited liability company, and LREV 39 LLC, an Idaho limited liability company, all Attn: Melissa Wells, 1859 N. Lakewood Drive, Coeur d'Alene, ID 83814, and C/O J. Todd Taylor, Randall | Danskin, 601 W. Riverside Avenue, Suite 1500, Spokane, WA 99201. Such affiliated entities are referred to herein collectively as the "Owners."

WITNESSETH:

WHEREAS, the Developer, as an affiliate of the Owners holding title to the subject property, intends to develop 438.718 acres of land, comprised of fourteen (14) parcels, adjacent to the City limits of the City which the Developer wishes to develop in phases over the next twenty (20) to thirty (30) years, and the Developer (together with the Owners) has applied for annexation to the City and said property to be annexed is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, on October 11, 2022, the Coeur d'Alene Planning and Zoning Commission recommended zoning of the Property in advance of annexation and approval of the requested annexation, subject to the successful completion of the annexation process. A copy of the approved Findings and Order is attached hereto and incorporated herein by reference as Exhibit "B;" 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 Developer, the Owners, or their affiliates, performing the conditions hereinafter set forth. A copy of Council's Findings and Order is attached hereto and incorporated herein by reference as Exhibit "C;" and

WHEREAS, the Community Planning Director and 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 for the



City to enter into a Development Agreement with the Developer and Owners of the Property pursuant to the terms contained herein; and

WHEREAS, the Developer and Owners have participated in the drafting of this Agreement and acknowledge that the terms hereof are fair and reasonable; and

WHEREAS, the Developer and Owners consent and agree to the terms of this Agreement.

NOW, THEREFORE,

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

ARTICLE I: PURPOSE, LEGAL DESCRIPTION, ANNEXATION MAP, AND ZONING

- 1.1 Purpose: Developer and Owners enter into this Agreement, in part, in order to obtain annexation and zoning of the Property, while the City seeks to obtain partial mitigation of the impacts of annexation, zoning, and the future phased development of the Property; and that the promises of Owners to mitigate as contained in this Agreement are a partial inducement for City to do so. The terms “Owner” and “Owners” includes any and all successors in interest of the Property, and/or any portion of the Property. This Agreement will be recorded as an encumbrance against the Property and all obligations herein shall attach and run with the land.
- 1.2 Legal Description and Annexation Map: The Property is 438.718 acres, comprised of fourteen (14) parcels, generally located east of Huetter Road, south of future Hanley Avenue, west of the Industrial Park, Northshire and Indian Meadows neighborhoods, and north of the Woodside neighborhood, and is more particularly described in Exhibit “A.”
- 1.3 Zoning Districts and Zoning Map: The agreed upon zoning districts are described and shown on the zoning map attached hereto and incorporated herein by reference as Exhibit “D.”
- 1.4 Maximum Number of Residential Units: Despite zoning that could theoretically allow for approximately four thousand nine hundred forty (4,940) residential units, the Owner agrees to a maximum residential unit count of two thousand eight hundred (2,800). This is the number that the City’s wastewater system is capable of handling at the time of this Agreement, as evaluated in the May 2022 Wastewater Collection Study. The distribution of density shall be governed by underlying zoning and shall be generally consistent with the Conceptual Master Plan (Exhibit “E”).
- 1.5 Buffer Zone: The Owner shall provide a minimum of two hundred (200) feet of R-3 zoning abutting existing residential neighborhoods to the east and south. Properties zoned R-3

shall be limited to single-family residential with a maximum height of thirty-two (32) feet. Other allowable uses within this R-3 zoning district include open space, trails and public utilities.

- 1.6 Dedication of Huetter Right-of-Way: The Owners agree that, within sixty (60) days after the recording of this Agreement, an agreed portion of property owned by the Owners located west of the annexation boundary (Exhibit "A") and within the City's Area of City Impact ("ACI") shall be dedicated to the Post Falls Highway District in order to establish the eastern edge of the Huetter right-of-way. This dedication is intended to provide the required fifty-foot (50') half right-of-way on the east side of Huetter Road.

ARTICLE II: STANDARDS

- 2.1. Construction to City Standards: The Owners agree that all improvements required by this Agreement, or by any and all applicable codes, regulations, and policies adopted by the City, will be built to City standards or to the standards of the public agency with jurisdiction over a particular service to the Property. The Owners further agree to adhere to all applicable City policies and procedures regarding such improvements, including, but not limited to, sanitary sewer, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities, traffic control devices, and roads. Such policies specifically include those concerning extension of utility lines in a manner acceptable to the City to make service available to adjoining lands and limiting site access from arterial and collector roadways utilizing access management policy.
- 2.2 Effective Date of Applicable Standards: The Owners agree that all laws, codes, standards, policies, and procedures regarding public improvement construction that the Owners are required to comply with or otherwise meet pursuant to this Agreement or applicable City codes are those in effect when construction of each such improvement is commenced. If the Owners fail to comply with applicable laws in the course of constructing improvements on the Property, public or otherwise, the Owners acknowledge that the City may withhold further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval, until such compliance is attained. The Owners further acknowledge that the City may also pursue any other legal remedy for its failure to comply with applicable laws.
- 2.3. Inspection and Testing: The Owners agree that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. The Owners agree to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be

provided at no cost to the City and comply with City submittal standards. The Owners agree that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. The Owners agree to provide the City with at least twenty-four (24) hours-notice before such testing. The City retain sole authority to determine if the public improvement meets City requirements for acceptance.

- 2.4. As-Built Drawings: The Owners agree to provide the City accurate “as-built” drawings, conforming with City submittal standards, of all public improvements within thirty (30) days of the date of substantial completion of construction of any specific public improvement on the Property or portion thereof if the public improvement is to be built in phases. If as-builts are not provided as required by this Agreement, the Owners agree that the City may withhold further development approvals for the Property and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owners understand and agree that the City will not accept public improvements for maintenance or allow occupancy of structures using said improvements until accurate “as-builts” are provided, the improvements have passed City inspection referenced in Section 2.3, and the improvements have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES

- 3.1. Water: The Owners agree to use a public water supply system for any development of the Property and to pay all required fees and charges, including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owners may seek to obtain water service from any lawful source whether public or private beginning ninety (90) days after the date that the Owners requested water service from each public water supply system that has legal authority to serve the Property. The Owners may continue to use existing wells on the Property, subject to the subsection below, for irrigation of agriculture, common areas, open space; for use in water features and ponds; and in public or private parks only. Use of such wells for any other purpose shall constitute a violation of this Agreement.
- 3.1.1 Water Rights: The parties agree that the City shall apply for domestic water rights, with the Owners reimbursing the City for the application fee. If the new domestic water rights are not granted, the Owners agree to grant to the public water supply system agreeing to provide water service to the Property, in a form acceptable to the City, a portion of water right # 95-7049 in the amount of 5 CFS, in order to assure that the public water system has adequate water rights to supply domestic water and/or irrigation to the Property. Nothing shall preclude the Owners from developing their own irrigation system using existing and/or new irrigation water rights.

3.2. Wastewater: The Owners agree to use the City Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges, including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with the rules and regulations of the City in effect at the time of request. The City does not warrant that sanitary sewer capacity will be available at the time the Owners request connection to the sanitary sewer system. Any connections and associated projects must not negatively impact the progression and continuity of the City's wastewater collection system.

3.2.1 Limitation on Development Based on Sewer Flows: In the October 2021 study performed by JUB Engineering, entitled "Coeur Terre Development Wastewater Collection Study," five (5) "limiting reaches" were identified when adding planned flow from the Coeur Terre Development (hereinafter referred to as the "Development") into the City's collection system based on the 2013 Master Plan ("2013 MP") Flows. The following identifies those limiting reaches and establishes the City's requirements for the corrective projects necessitated by additional future flows contemplated in the 2013 Master Plan, which includes the planned growth of the Coeur Terre Development. The project timing specified supersedes any conflicting information in the 2021 JUB Study. The City reserves the right to reassess available capacity based on actual flow meter data. An annual report shall be submitted by the Owners updating the ERU's contributing to each "reach" as well as expected ERU's to be contributing in the coming year.

3.2.1.1 Hawk's Nest Lift Station: The lift station currently has an excess capacity of 325 gallons per minute ("gpm") under all 2013 MP scenarios. City Staff has determined that if the flow into the lift station is increased, the capacity of the lift station must be increased to maintain the current excess capacity of 325 gpm. The Development is anticipated to increase the flow into the lift station to 1,130 gpm. Therefore, upgrades are required to increase the capacity of the Hawk's Nest Lift Station in order to maintain the 325 gpm excess capacity.

- a. To increase the capacity of the Hawk's Nest Lift Station, larger pumps, electrical switchgear, and VFD controls are required per the City's lift station standards. In addition, it will be necessary to provide onsite natural gas for future emergency power generation.
- b. To ensure adequate capacity for existing customers, wastewater requires the pump station be upgraded prior to the recordation of any plat.
- c. The Owners will be responsible for all costs, engineering, and construction associated with these modifications.

3.2.1.2 Laurel/Sherwood Trunk Main: This main will be minimally impacted by the Development considering the 2013 MP pipe design parameters. This section will not need modification based on the information provided at the time of this study.

- a. If it is subsequently determined that modification is needed based on the increased density, revised sewer routing, or similar factor of the Development, the Owners will be responsible for its proportionate share of the costs, engineering, and construction associated with the Development's impacts.

3.2.1.3 Appaloosa Trunk Main: The existing Appaloosa Trunk Main does not have sufficient remaining capacity to accommodate the Development flow. The gravity sewer in Appaloosa Road to Atlas Road should be upsized to a fifteen-inch (15") pipe. In addition, the existing pipe slopes are variable and contain several near-flat reaches as well as steep reaches. To avoid the need to upsize the pipe diameter further, modifications to the pipe slope shall be made to increase the capacity of the fifteen-inch (15") pipe by straight grading and creating a more uniform slope that is still steeper than the minimum slope of a fifteen-inch (15") gravity sewer pipe.

- a. There is minimal flow in this line currently and it can handle approximately 908 additional ERUs (@155 gpd per ERU) before reaching design maximum. The City requires that this main be modified based on a modeled 0.5 d/D or 454 new ERUs as a result of the Development.
- b. The Owners will be responsible for all costs, engineering, and construction associated with these modifications.

3.2.1.4 Fairway Trunk Main: The existing eighteen-inch (18") Fairway Trunk Main does not have sufficient remaining capacity to accommodate the additional projects necessitated by additional future flows contemplated in the 2013 Master Plan, which includes the planned growth of the Coeur Terre development. The existing pipe slopes are variable and contain several near-flat reaches as well as steep reaches. In order to avoid upsizing the pipe diameter, which would result in excess capacity that likely would not be used, modifications to the pipe slope will need to be made to increase the capacity of the existing 18-inch pipe by straight grading and creating a more uniform slope.

- a. This pipe section can handle approximately 3,354 additional ERUs (@155 gpd per ERU) before reaching design maximum.
- b. The City will adopt a surcharge for this improvement within one year of recording this Agreement, evaluated annually based on the regional Construction Cost Index. The surcharge to be paid with each building permit within the Property that contributes to this section of sewer main line. The Owners will pay the surcharge as required by the adopting ordinance.
- c. The Owners will only be responsible for its proportionate share of the costs, engineering, and construction associated with the Development's impacts.

3.2.1.5 Riverside Interceptor: With the addition of the Development flow, the existing twenty-four inch (24") Riverside Interceptor will experience a maximum flow of 8.34 million gallons per day ("mgd") and a d/D that is greater than the acceptable maximum. In order to reduce the resulting d/D of the existing twenty four-inch (24") interceptor, flow from the Hawk's Nest Lift Station force main and the Fairway Trunk Main must be rerouted into a new parallel twenty-four inch (24") pipe along the same alignment.

- a. The existing pipe section can handle approximately 5,617 additional ERUs (@155 gpd per ERU) before reaching design maximum.
- b. The City will adopt a surcharge for this improvement within one year of recording this agreement, evaluated annually based on the regional Construction Cost Index. The surcharge to be paid with each building permit within the Property that contributes to this section of sewer main line. The Owners will pay the surcharge as required by the adopting ordinance.
- c. The Owners will only be responsible for its proportionate share of the costs, engineering, and construction associated with the Development's impacts.

3.3 Size of Water and Sewer Mains: The Owners agree on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the City or other public entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, the City will determine the appropriate main size based on adopted City master plans and may require the Owners to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owners may request

reimbursement for oversizing costs during the subdivision or other development approval process.

- 3.4 Garbage Collection: The Owners agree that, upon the expiration of the term of any existing contract which provides garbage collection services to the Property, the Owners will begin using the garbage collection service contracted by the City. The City agrees that its garbage collection contractor will provide curb side garbage service to all approval accesses, including arterials, collectors, local streets, private streets, and alleyways. The Owners are responsible for contacting the City's garbage collection vendor to determine if the vendor has capacity to serve the Development. If the vendor does not have such capacity, the Owners shall arrange for garbage collection services for the Development with a vendor of its choice.
- 3.5 Street Lights: The Owners agree to adhere to City policies and standards for street light design and construction.
- 3.6 Street Trees: The Owners agree to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC IMPROVEMENTS & DEDICATIONS

- 4.1. Installation of Public Improvements: The Owners agree that, with each phase of development in a subdivision, PUD, or site plan, prior to occupancy, and prior to issuance of any building permits, it shall submit plans for approval and construct and install, or otherwise secure the required construction and installation, in a manner acceptable to the City for all improvements required by City Code, policy, or this Agreement, including, but not limited to, sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, street trees, pedestrian/bicycle paths, traffic control devices, and sidewalks. The City shall have no obligation for maintenance of any such improvement until the City formally accepts said improvement.
- 4.2 Rights-of-Way and Easements: As partial consideration for this Agreement, the Owners agree to dedicate the following rights-of-way and grant the following easements to the City at the time of execution of this Agreement and/or with subsequent development requests as required by the City and to enter into a Road Development Agreement with the Post Falls Highway District.
 - 4.2.1 Until the final alignment of the Huetter Bypass is determined with the alternatives analysis planning process that is underway with the Idaho Transportation Department, the Owners agree to hold, in a reserve area for future right-of-way dedication to the Post Falls Highway District, the easterly fifty feet (50') of S.33, T.51N., R.4W., B.M., and S.4, T.50N., R.4W., B.M., within the Property as legally described on Exhibit "A." This will ensure that if future improvements are needed

to bring Huetter Road to an arterial road standard, adequate area is available for the necessary right-of-way. The Owners agree that signage, parking, circulation facilities, landscaping, and buffers typically associated with roads shall be the only items allowed to be placed within the Huetter Road reserve area.

- 4.2.2 With the first phase of development, Hanley Avenue shall be constructed to three lanes, along with installation of pedestrian facilities to accommodate Hanley Avenue's full future buildout. The full buildout of Hanley Avenue will be based on concurrency analysis. The Owners shall pay its proportionate share of the Hanley-Huetter signalized intersection at a time as determined by the affected agencies.
 - 4.2.3 In order to address cumulative traffic impacts associated with phased development, the Owners, including its agents, representatives, and assigns, shall install urban standard transportation improvements concurrent with each phase of development, in compliance with City standards and the current City of Coeur d'Alene Trails and Bikeways Master Plan. Traffic studies acceptable to the City and the Post Falls Highway District where applicable, shall be required for each major project phase, as mutually determined by the Parties. A traffic concurrency analysis shall be completed with each subdivision application or every two years, whichever comes first, until the build-out of the project. Concurrent improvements within each phase shall provide independent utility to address the trips generated by that phase, and may not rely on previous improvements not designed or constructed to meet the anticipated travel demand of the new phase nor any subsequent transportation improvements anticipated in future phases. Proposed connections to the existing transportation network in each phase will be determined through the City's development review process and must comply with the Post Falls Highway District's standard if it has jurisdiction of the public right-of-way.
 - 4.2.4 All access onto Huetter Road from the development shall be approved by Post Falls Highway District prior to construction and must comply with the Post Falls Highway District's Access Management Ordinance if it has jurisdiction of the public right-of-way.
- 4.3 Street Connections to Existing Subdivisions: Currently, the following streets through subdivisions to the east and south of the Property dead end at the eastern Property boundary: W. Appaloosa Rd., W. Arrowhead Rd., W. Nez Perce Rd., W. Laurel Ave., W. Woodside Ave., We. Wedgewood Loop, and W. Spiers Ave. The Owners agree that only W. Nez Perce Rd. and W. Appaloosa Rd., shall be allowed to connect the Property with the residential subdivisions to the east and south. These two (2) connections are necessary for public safety reasons. The Owners, in consultation with the City, shall design and construct the connections with traffic calming features to discourage speeding and, to the greatest extent reasonably possible, through-traffic, and to ensure designs that encourage traffic originating in Coeur Terre to exit onto W. Hanley Ave. and N. Huetter Rd. instead of to the east. Bollards and lock gates will not be acceptable methods of discouraging through traffic. The remaining streets shall permanently terminate at the Property's eastern

and southern boundaries, but pedestrian and bicycle access shall be provided at the terminuses of these streets.

- 4.4 Roundabouts: No roundabouts on W. Hanley Ave., along the northern boundary of the Property, shall be allowed.
- 4.5 Wastewater Easements: Any wastewater infrastructure not located in the public right-of-way shall be located within a minimum twenty (20) foot wide easement granted to the City of Coeur d'Alene. Any manholes located within easements shall have an unobstructed, all-weather surface so that manholes can be accessible. No wastewater system or public sewer line shall traverse private land outside of an easement.
- 4.6 Impact Fee Credit: The Owners agree that any credit towards the payment of the City's Impact Fees shall be determined by State law and the City Code at the time of assessment.
- 4.7 Public Parklands:
- 4.7.1 Neighborhood Park: The Owners have agreed to donate to the City, via Warranty Deed, approximately five point four (5.4) acres of land in the Development to the City for a public neighborhood park. The Owners further agree to complete baseline improvements for the park, according to a design and layout approved by the City, including items such as parking lots, perimeter sidewalks, rough grading, and installation of irrigation and utility stubouts to the park, and to transfer the park to the City by the commencement of the development of the eighty-first (81st) gross acre of the Property (school sites and water assets excluded). This park shall be counted toward the required ten percent (10%) open space for any approved Planned Unit Development (PUD), but shall not serve to satisfy any deficiencies of open space which may exist in a PUD developed prior to the construction of the park.
- 4.7.2 Community Park: The Owners have agreed to develop and donate to the City, via Warranty Deed, approximately twelve point three (12.3) acres of land in the Development to the City for a public community park. The Owners further agree to complete baseline improvements for the park, according to a design and layout approved by the City, including items such as parking lots, perimeter sidewalks, rough grading, and installation of irrigation and utility stubouts to the park, and to transfer the park to the City by the commencement of the development of the one-hundred ninety-ninth (199th) gross acre of the Property (school sites and water assets excluded). This park shall be counted toward the required ten percent (10%) open space for any approved Planned Unit Development (PUD), but shall not serve to satisfy any deficiencies of open space which may exist in a PUD developed prior to the construction of the park.

- 4.7.3 Public Trail/Multiuse Path System (N-S): The Owners have agreed to develop and dedicate two (2) traversing north-south trails to City standards that connect out of the Development to facilities for public use a minimum of twelve feet (12') wide and paved to City standards. The north-south trails shall be developed and dedicated adjacent to each phase of development and shall eventually extend the entire length of the Development, to be constructed as development of each phase progresses or once the water transmission main is relocated, whichever is sooner.
- 4.7.4 Public Trail/Multiuse Path System (E-W): The Owners have agreed to develop and dedicate two (2) traversing east-west trails to City standards that connect out of the Development to facilities for public use a minimum of ten feet (10') wide and paved to City standards. The east-west trails shall be developed and dedicated adjacent to each phase of development.
- 4.7.5 Pre-Construction Work: Prior to dedicating any park parcel, the Owners agree to maintain the site in a manner that facilitates future park development by avoiding contaminants, soil compaction, improper fill, and the like. The Owners will also remove any construction waste or debris and decompact the soil prior to dedication to the City. This property will be mass graded to match adjacent street grades, and to address infrastructure needs such as utility cover, and the like.

4.8 Water Facilities:

- 4.8.1 Water Tower Site: The Owners acknowledge that the existing City Water System Master Plan identifies the parcel upon which an existing water storage facility is located, pursuant to a perpetual lease under a previous owner's grant, which parcel was to be transferred by Warranty Deed to the City upon annexation. Therefore, the Owners agree to transfer to the City a parcel of at least one-hundred fifty feet by one-hundred fifty feet (150'x150') at the current location for the water storage facility. The transfer of property ownership shall occur contemporaneously with the annexation of the Property.
- 4.8.2 Well Site: The Owners acknowledge that the City Water System Master Plan identifies the need for a well in the quadrant where the Property is located. Therefore, the Owners agree to transfer to the City a parcel at least one-hundred fifty feet by one-hundred fifty feet (150'x150') at a mutually acceptable location for a new City well. The tentative well site is identified in Exhibits "D" (p. 39) and the corresponding Zoning Map, and Exhibits "E" and "G." The transfer of ownership shall occur within seven (7) days after determination that the well site meets City standards. The well site must meet City standards for water quality and flow. The City will commence test drilling on the proposed site within one (1) year from the date of dedication. If the proposed site does not meet the City's water quality or flow requirements, the Owners shall provide another site at a mutually

acceptable location. This process will continue until a site is found that meets the City's water quality and flow requirements. The Owners are not responsible for any cost associated with the testing or construction of the well except for the transfer of ownership of the site. The parties agree to amend Exhibits "D," "E," and "G" when a final well site has been finally selected in accordance with this paragraph.

- 4.9 Compliance with conditions of approval: The conditions of approval, within the Planning and Zoning Commission's Findings and Order attached as Exhibit "B," are expressly incorporated into this Agreement as binding provisions of this Agreement. The Owners specifically agree to fulfill each condition of approval, as clarified and adopted in this Agreement, as if such condition was specifically enumerated in this Agreement.
- 4.10 School Sites: Pursuant to the Memorandum of Understanding entered into by the Owners and School District #271, a copy of which is attached to and incorporated herein by reference as Exhibit "F," the Owners will convey two future school sites to School District #271. If a school is constructed on W. Hanley Ave., a right-turn lane for eastbound traffic on W. Hanley Ave. shall be required. Additionally, the Owners shall be responsible for the cost of Rectangular Rapid Flashing Beacons (RRFBs), including installation costs, for both school sites. The Concurrency Analyses shall determine the exact locations, how many are required for each school, and the timing of installation.
- 4.11 Police Substation: The Owners shall provide space in a commercial development with convenient access to Huetter Road for a police substation. The size of the substation shall be adequate for use by officers to write reports and carry out other official functions. The Owners agree to work with the Police Department to satisfy this requirement.

ARTICLE V: CONSIDERATION & FEES

- 5.1. Annexation Fee: The Owners agree to provide, as an annexation fee, a total cash payment in the amount of Two Million Dollars (\$2,000,000.00). One Million Dollars (\$1,000,000.00) of this will be paid to the City at the time of recordation of the Annexation ordinance and this Agreement, and One Million Dollars (\$1,000,000.00) will be paid to the City no later than two (2) years after the date of recordation of the annexation agreement. This negotiated annexation fee is based on the policy adopted by the City Council by Resolution 98-112, which Resolution provides for consideration in lieu of fees as proposed by the developer and as agreed by the City, which consideration includes benefits to the City of dedication, donations, and below market sales of lands and improvements over and above City code requirements as well as the anticipated build-out densities of the development which are limited by unbuildable lands, development restrictions, and sewer capacity. The negotiated Two Million Dollar Fee, as provided for by this Agreement, is deemed by the parties to be a reasonable annexation fee for City benefits and services provided to the Owners' Property, including but not limited to public safety and other

services. The Owners will remain responsible for all other costs and fees required by City Code.

- 5.2 Increase in Zoning Density: If, within two (2) years of the recordation of the Annexation ordinance and this Agreement, the Owners, or any successor-in-interest, requests a zone change which results in an increase in density, the Owners agree to pay an additional Annexation Fee representing the difference between the fee described in paragraph 5.1 and the fee which would have been owed had the density increase been utilized in the original calculation of the Annexation Fee, based on the fee in effect at the time of the increase in zoning density.
- 5.3 Other Consideration: The Owners agree that other fees and promises set out in this Agreement constitute additional consideration for the Agreement between the parties. The consideration specified herein is deemed by the parties to be good and sufficient, and reasonable in exchange for the benefits provided by the City to the Owners for the use and development of the Property, including, but not limited to: public safety, street services, police and fire equipment, community, and traffic planning.
- 5.4 No Extension of Credit: The parties, after careful determination of the actual burdens on the City, have agreed to a specific timeline governing when the consideration will become due. This timeline anticipates specific payment at a specific date and is, in no manner, a loan of services or an extension of credit by the City in violation of the State Constitution.
- 5.5 Payment of Annexation Fees: If the fees required by this Agreement are not paid in a timely manner, the Owners expressly agree that the City may withhold final plat approval or building permit issuance until such time as the required fees are paid.
- 5.6 Other Fees: Additionally, the Owners 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), building permit fees, and any applicable impact fees. Fees referred to in this section are established by Municipal Ordinance and/or resolution and arise independent of this Agreement.
- 5.7 Owners' Reimbursement to the City: The Parties agree that the City has utilized substantial staff time to prepare the Annexation and Development Agreement that will benefit the Owners. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such Agreement. The Parties agree that such fee shall be in the amount of Five Thousand and no/100 Dollars (\$5,000.00).

ARTICLE VI. MISCELLANEOUS

- 6.1 Subdivision, Planned Unit Development, Site Plan, Boundary Line Adjustment, and other Land Use Applications: The Parties acknowledge that it is the Owners' intent to develop

the Property in phases through the subdivision, planned unit development (PUD), and other land use application processes, such as site plans and boundary line adjustments, over the next twenty (20) to thirty (30) years. The Owners agree that Exhibit "F" hereto represents a preliminary phasing plan which will serve as a general outline for the Project. Council shall be notified of any significant change in the preliminary phasing plan. Future PUD and subdivision proposals shall consider compatibility with surrounding neighborhoods.

- 6.2 The Owners agree that in the event a subdivision plat, a planned unit development (PUD), site plan, or boundary line adjustment is desired, then the Owners will submit a proper and complete application in compliance with the City's development ordinances in effect at the time of the desired action.
- 6.3 Construction Activities: The Owners shall provide that all construction vehicles, including delivery vehicles and private vehicles of construction employees, shall access the Property from W. Hanley Ave. or N. Huetter Rd. without traveling through the Indian Meadows, Northshire, or Woodside Park subdivisions.
- 6.4 Concurrency Analysis: The Owners agree that concurrency with the minimum approved standards of this Agreement and any future approvals is borne by the Owners. Each phase and/or subdivision request made to the City shall be accompanied by a concurrency analysis of the Development, as a whole and as to the phase, to address compliance for each proposed plat with current codes, regulations, and policies. Open space, parks, trails/multiuse paths, affordable and professional worker housing, transportation, water, sanitary sewer, unit count, and overall density by zone, phase, and the subject property as a whole, including compliance with the total cap on density and units, shall be tracked and reported throughout the project duration in a timely manner by the Owners to the Planning Department.
- 6.5 Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase Option: The Owners agree to reserve at least five percent (5%) of owned residential units and five percent (5%) of the rental residential units for affordable and professional workforce housing that meets 80-130% of Area Median Income (AMI) for the date on which it is sold or rented. All residential units shall be a variety of bedroom counts. The affordable and workforce housing requirement shall be protected by deed restriction or another equally effective method, and shall be reviewed in light of the addendum study to the Housing Availability and Affordability Study by PAHA, CDAEDC and U of I. Habitat for Humanity shall be given First Right of Refusal on a minimum one (1) multi-family parcel for its land trust inventory. The Owners shall be entitled to build thirty (30) market-rate units before this requirement is triggered. Thereafter, the Owners agree that the five percent (5%) reserved-units requirement shall be met with each phase, provided that a subsequent phase may have less than five percent (5%) to the extent that previous phases exceeded five percent (5%). The reserved units shall be a mix of rental and owned, as well as a mix of housing types. The Owners agree to work with Panhandle Area Housing

Alliance (PAHA), other housing agencies, and/or shall self-administer the program. The Owners agree to provide an annual report to the City of how this requirement has been addressed in the preceding twelve-month period and will also conceptually outline plans for the next twelve-month period as to how this will be addressed. If the City determines that there are concerns with the reporting and/or satisfaction of this condition, the Owners agree to an independent third-party audit and compliance measures as agreed upon by the Parties to effectuate this condition.

- 6.6 Conceptual Master Plan: Future subdivision and PUD applications shall generally adhere to the alignment of the transportation network, product and place types, trails/multiuse paths, and public parks as shown in the conceptual design, attached hereto and incorporated herein by reference as Exhibit "E," subject to the Zoning Code in effect at the time of development.
- 6.7 Remedies and Deannexation: The Parties agree that in the event a Party fails to comply with the terms of this Agreement, commits any material breach, defaults, or otherwise fails to perform any substantive and material term or condition of this Agreement, and does not cure such breach, default, or failure within thirty (30) days of written notice from the adverse Party, or in the case of a breach, default, or failure to perform that is incapable of being cured within the thirty (30) day time period from written notice from the adverse Party, the Party fails to cure the same and thereafter to prosecute the cure of such breach with reasonable due diligence and continuity, then the adverse Party may deannex any property that has not been developed following the City's notice and public hearing process for Annexation pursuant to the City.
- 6.8 Force Majeure: Notwithstanding the foregoing, the Owners, on behalf of all successors and assigns, shall be held to a standard of reasonableness and shall not be liable to the City or considered in breach or default of this Agreement, based upon matters outside its control, including but not limited to acts of God, civil riot, war, strikes, labor unrest, or shortage of labor or materials. In such an event, the City shall grant Owners and their successors and assigns, extensions, upon the request of Owners or successors and assigns, for such period of time as said matters may remain in effect.
- 6.9 Notices: All notices under this Agreement shall be in writing, shall be delivered to each of the Parties, and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the Party, address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile and email with the original to follow by mail in the manner described above. It is provided, however, that any Party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent,

(ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile or email on the date so sent.

- 6.10 Reliance by Parties: This Agreement is intended by Owners to be considered by the City as part of the Owners' request for annexation of the Property and for Owners' future applications for subdivision approval, PUD approval, and other. This Agreement is contingent upon said annexation. Owners acknowledge and intends the City to consider and rely upon this Agreement in its review and consideration of said annexation request and future subdivision and PUD applications.
- 6.11 Relationship of Parties: It is understood that the contractual relationship between the City, and the Owners is such that no Party is the agent, partner, or joint venturer of any other Party.
- 6.12 Successors and Assigns: Recorded Covenant Running with Land: This Agreement shall inure to the benefit of the City, the Owners, and each of their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on all parties to this Agreement as well as their respective heirs, successors and assigns.
- 6.13 No Waiver: In the event that the Parties or their respective successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by the City, the Owners, or any successor or assign, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.
- 6.14 Partial Invalidity: In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.
- 6.15 Entire Agreement: This Agreement sets forth the entire understanding of the Parties hereto, and shall not be changed or terminated orally. Any other agreements between the Parties, express or implied, are hereby cancelled and of no further force nor effect. It is understood and agreed by the Parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.

- 6.16 Exhibits: All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.
- 6.17 Authority: Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
- 6.18 Time is of the Essence: Time is of the essence in this Agreement. The Parties agree that this Agreement will be finalized and recorded within six (6) months of annexation and zoning approval by the City Council.
- 6.19 Merger: The representations, warranties, covenants, conditions, and agreements of the parties contained in this Agreement shall survive the acceptance of any deeds, dedications, and/or easements.
- 6.20 Recordation, Merger, and Amendment: The Owners further agree this Agreement shall be recorded by the City at the Owners' expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City Code.
- 6.21 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 pertain.
- 6.22 Compliance with Applicable Laws: The Owners agree to comply with all applicable Federal, State, and local laws and regulations.
- 6.23 Publication of Ordinance: The parties agree that, until the date of publication of the annexation ordinance, no final annexation of the Owners' Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owners' Property.
- 6.24 Promise of Cooperation and Mediation: 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. If the Parties cannot amicably resolve the disagreement, then they agree to retain a mediator, acceptable to both parties, and to conduct at least four (4) hours of mediation prior to initiating a lawsuit against the adverse party.

DEVELOPER
KOOTENAI COUNTY LAND COMPANY, LLC

By Melissa Wells
Melissa Wells, Manager

OWNERS

LREV 27 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 28 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 29 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 30 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 31 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 32 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 33 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 34 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 35 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 36 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 37 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 38 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 39 LLC

By Melissa Wells
Melissa Wells, Manager

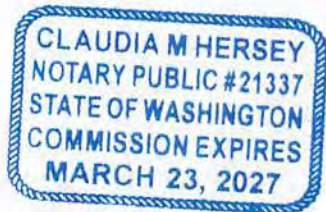
Washington
STATE OF IDAHO)

) ss.

County of Kootenai) Spokane

On this 29th day of March, 2023, before me, a Notary Public, personally appeared Melissa Wells, representing Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, and LREV 39 LLC, as member, and acknowledged to me that she executed the same on behalf of, and with the authority of, the companies.

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



Claudia M Hersey
Notary Public for Idaho Washington
Residing at Spokane, WA
My Commission expires: March 23, 2027

EXHIBIT "A"

(Legal Description & Annexation Map: Excludes Property Outside ACI)

**KOOTENAI COUNTY LAND COMPANY
CITY OF COEUR D' ALENE ANNEXATION**

THAT PART OF THE WEST HALF OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°39'33" EAST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE ALONG THE EXISTING CITY LIMITS BOUNDARY OF THE CITY OF COEUR D'ALENE THE FOLLOWING 5 COURSES AND DISTANCES:

1. THENCE SOUTH 88°39'33" EAST 2587.01 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;
2. THENCE SOUTH 00°52'54" WEST 2641.95 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 33;
3. THENCE SOUTH 00°53'34" WEST 2645.44 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;
4. THENCE SOUTH 00°19'49" WEST, ALONG THE WESTERLY BOUNDARY OF THE PLAT OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO, A DISTANCE OF 2737.32 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;
5. THENCE NORTH 88°04'43" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4; A DISTANCE OF 1830.40 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2 OF THE PLAT OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE DEPARTING SAID EXISTING CITY LIMITS BOUNDARY, CONTINUING NORTH 88°04'43" WEST 751.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 4 COURSES AND DISTANCES:

1. THENCE NORTH 07°59'16" WEST 239.25 FEET
2. THENCE NORTH 00°05'34" EAST 1962.47 FEET;
3. THENCE SOUTH 88°47'00" EAST 15.00 FEET;
4. THENCE NORTH 00°05'34" EAST 507.07 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD, SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 745.81 FEET;

THENCE NORTH 01°08'46" EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 575.74 FEET;

THENCE NORTH 88°46'45" WEST 760.82 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE NORTH 01°08'46" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD 745.56 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD, SOUTH 88°46'22" EAST 1062.89 FEET;

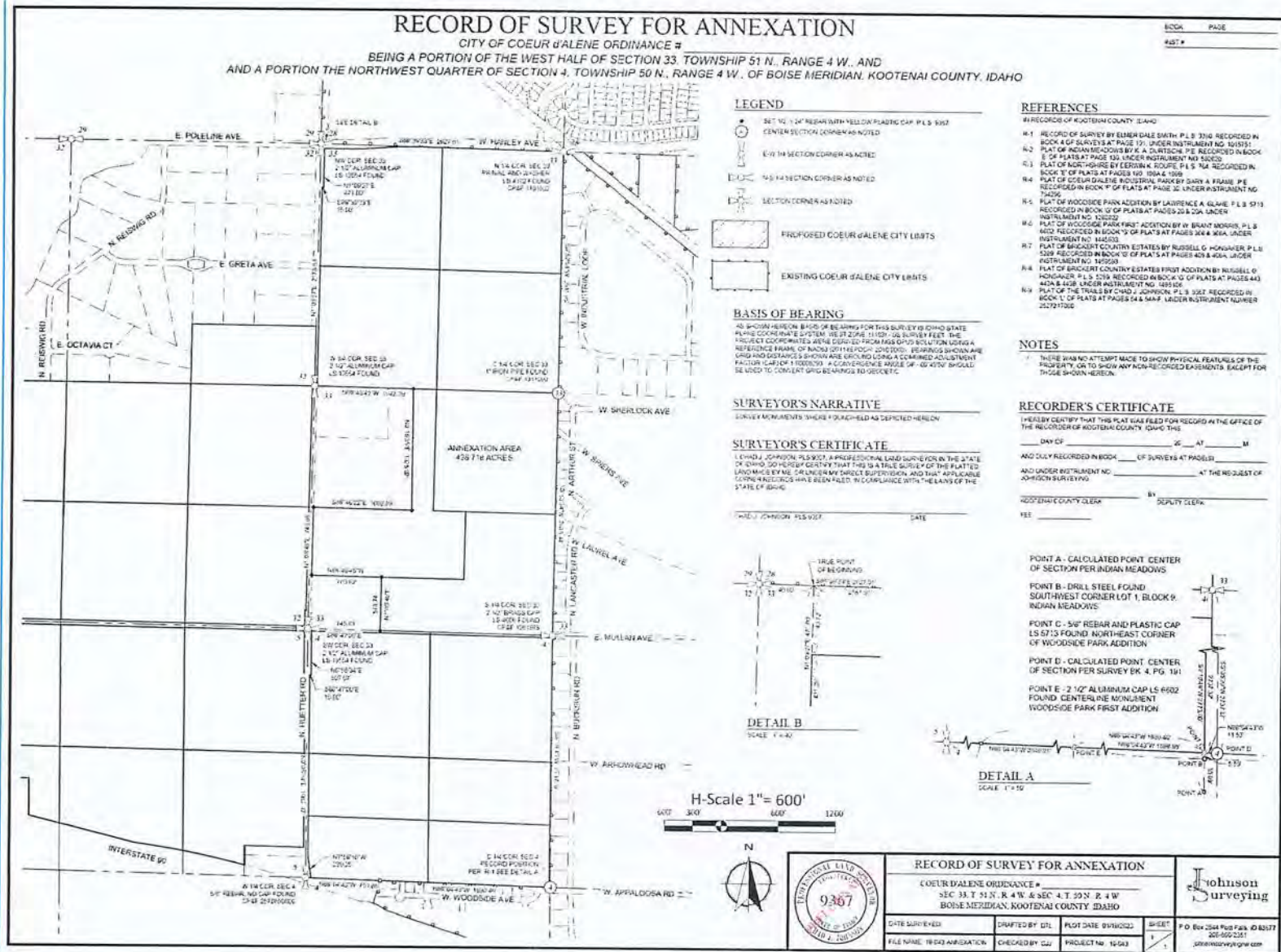
THENCE NORTH 00°15'35" EAST 1325.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH 88°45'41" WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1042.39 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

1. THENCE NORTH 01°09'27" EAST 2175.54 FEET;
2. THENCE SOUTH 88°39'33" EAST 15.00 FEET;
3. THENCE NORTH 01°09'27" EAST 471.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 438.718 ACRES, MORE OR LESS.



ANNEXATION MAP:

EXHIBIT "B"

(Planning and Zoning Commission Findings and Order)

COEUR D'ALENE PLANNING COMMISSION

FINDINGS AND ORDER

A-4-22

A. INTRODUCTION

This matter having come before the Planning Commission on October 11, 2022 and there being present a person requesting approval of ITEM A-4-22, a request for zoning prior to annexation of +/- 440 acres from County Ag Suburban to City R-8, R-17, C-17L, and C-17.

APPLICANT: KOOTENAI COUNTY LAND COMPANY, LLC

LOCATION: PROPERTY NORTH OF INTERSTATE-90 AND WOODSIDE AVENUE,
SOUTH OF WEST HANLEY AVENUE, EAST OF HUETTER ROAD, AND
WEST OF ATLAS ROAD

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

(The Planning Commission may adopt Items B1 to B7.)

- B1. That the existing land uses are residential and commercial
- B2. That the Comprehensive Plan Map designation is Single Family Neighborhood, Compact Neighborhood, Urban Neighborhood and Mixed-Use Low.
- B3. That the zoning is County Ag Suburban.
- B4. That the notice of public hearing was published on, September 17, 2022, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on October 3, 2022, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on October 11, 2022.
- B8. That this proposal is in conformance with the Comprehensive Plan as follows:

Community & Identity

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

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

Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Growth & Development

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

Objective GD 1.1: Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

Objective GD 1.5: Recognize neighborhood and district identities.

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

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

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on all staff input, testimony and in the staff report noting pages 22 and 23 listing all the conditions from the various departments the capacity to serve this property.
- B10. That the physical characteristics of the site make it suitable for the request at this time because the land is flat with exception of portions in the south with no topography issues or physical site constraints.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because the zoning that is proposed provides the right adjacent capability with surrounding areas. KMPO said in their presentation "Most facilities with planned improvements can tolerate additional traffic and are in support of this development and later be able to evaluate this project as phases come forward. He stated the zones selected R-17, C-17L and C-17 are designed to provide a good buffer to the surrounding properties.

C. ORDER: CONCLUSION AND DECISION

Planning Commission is tasked with recommending zoning for the annexation request. The Commission shall provide a recommendation of zoning to City Council along with an evaluation of how the proposed annexation does meet the required evaluation criteria for the requested annexation.

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

Note: The following items are specific to this annexation request and are potential conditions that are subject to negotiation between the parties. All other policies and department requirements for development are obligatory and included in the annexation and development agreement.

Water:

- Existing public utility easements for the City's 24" transmission main will be maintained or replaced at the developer's expense.
- The property for an existing water storage facility under the tank, as mutually agreed upon, shall be transferred to the City.
- A well parcel for a potential new water source is required to be transferred to the City as the developer's contribution toward the expense of developing an additional water source to adequately serve the community. The well site is requested to be transferred upon confirmation of acceptable water quality through City installation of a test well on an agreed upon site.
- Water rights for the property, both domestic potable and irrigation, will be addressed in the annexation and development agreement.

Wastewater:

- There are 5 potential projects highlighted by Lakeside Real Estate Holdings and JUB Engineering to upgrade sewer collection system sewer capacity. These projects are laid out in the "Coeur Terra Development Wastewater Collection Study" (May 2022) from the developer and JUB Engineering. Five (5) "limiting reaches" were identified when adding planned flow from the Coeur Terre project into the City sewer collection system at 2013 Master Plan Flows. Below is a list of these. The development agreement specifies Wastewater's response and defines the necessary corrective projects proposed in this study.
 1. HAWKS NEST LIFT STATION
 2. LAUREL/SHERWOOD TRUNK MAIN
 3. APPALOOSA TRUNK MAIN
 4. FAIRWAY TRUNK MAIN
 5. RIVERSIDE INTERCEPTOR

Streets & Engineering (Transportation/Traffic):

- In the areas where the Bypass project does not impact the existing Huetter Road, Huetter Road shall be reconstructed to the Post Falls and City of Coeur d'Alene standards, as applicable. The City desires that Huetter Road shall be reconstructed from the southern extent of the development to Hanley Road for three lane Arterials,

including bike lanes, a shared-use path on the east side, and dedication of right-of-way to meet the City Standard of 100 feet minimum. The design, alignment and extent of improvements are subject to the location and design of the proposed Huetter Bypass.

- Additional right-of-way shall be set aside and made available as determined by the Idaho Transportation Department for the future Huetter Bypass.
- The Hanley Avenue/Huetter Road intersection shall be reconstructed to its future configuration as modeled for 2045, which includes five lanes on Hanley Ave, reducing to three lanes at the planned collector street into the proposed development. Bike lanes and shared-use paths are also required on both sides of Hanley Ave.
- The Nez Perce Road/Hanley Ave intersection shall be constructed to its future configuration as modeled for 2045. In order to manage increases in traffic, connectivity to existing streets is required without delay throughout the construction of the phased development. The owner shall commit to constructing five road connections to existing streets to the south and east by phases and in a manner that does not allow for this connectivity to be delayed to future phases.
- Any property owned by the applicant that is west of the city's ACI along Huetter Road must be subdivided and conveyed or dedicated to Post Falls Highway District per conversations with the applicant, Post Falls Highway District, and Kootenai County. Property outside the ACI should not be annexed into the City at this time.

Parks:

- Ten (10) acres for one Community Park
- Eight (8) acres of land for one Residential Park
- Two (2) traversing north-south trails that connect out of the development
- Two (2) traversing east-west trails that connect out of the development
- Timing for large scale public park improvements and dedication(s) along with trails connections and improvements to be defined in the annexation and development agreement.

Planning:

- Proposed use limitations: No Adult Entertainment, Billboards, Industrial Uses, Heliports, Outdoor Sales or Rental of Boats, Vehicles, or Equipment, Outdoor Storage of materials and equipment (except during construction), Repair of Vehicles (unless entirely within a building), Sewage Treatment Plants and other Extensive Impact activities (unless publicly owned), Work Release Facilities, Wrecking Yards, and Vehicle Washing (unless located within a building or parking structure).
- Five percent (5%) of the residential units qualify as "affordable/workforce housing" in conjunction with PAHA (or similar organization as exists at the time of implementation) as the administrating entity. This level of commitment was discussed with the applicant prior to any hearings with details to be addressed in the annexation and development agreement.
- Ongoing concurrency analysis for total acreage developed, open space improvements (parks and trails), transportation improvements (volume and connections), and affordable/workforce housing will be provided by zone and phase.
- This request is for annexation and zoning designations only. The applicant has provided preliminary conceptual design information that is not binding at this time. Staff

suggests that at a minimum the annexation and development agreement include language that ties future subdivision applications to generally adhere to: alignment of transportation, product types (place types), trails and public parks as shown in the conceptual design.

Other:

- The developer has a Memorandum of Understanding (MOU) with School District #271 for two (2) future school sites. While the City is not a party to the MOU between the developer and the School District, this commitment should be considered in the annexation and development agreement.
- Electric transmission lines, natural gas, and any other existing easements for utilities may exist on the subject properties. The applicant must adhere to the required easements or seek legal changes to alter/extinguish, if needed.

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

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner McCracken	Voted Yes
Commissioner Ward	Voted Yes
Chairman Messina	Voted Yes

Commissioner Luttrupp was absent.

Motion to approve carried by a 6 to 0 vote.


CHAIRMAN TOM MESSINA

COEUR D'ALENE CITY COUNCIL FINDINGS, CONCLUSION, AND ORDER

This matter having come before the City Council on March 21, 2023, and there being present a person requesting approval of ITEM A-4-22, a requested annexation of a +/- 440-acre parcel in Kootenai County, currently zoned AG-Suburban, to be incorporated into city limits with a mix of zoning designations including: R-3, R-8, R-17, C-17L, and C-17.

The Applicant is Kootenai County Land Company, LLC.

The Location is: Property north of Interstate 90 and West Woodside Avenue, south of the future West Hanley Avenue, east of North Huetter Road, and west of North Atlas Road.

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

The City Council adopts items B1 through B7.

- Finding #B1: That the existing land uses are residential and commercial.
- Finding #B2: That the Comprehensive Plan map designation is Single Family Neighborhood, Compact Neighborhood, Urban Neighborhood, and Mixed-Use Low.
- Finding #B3: That the current zoning is County Ag Suburban.
- Finding #B4: That the notices of public hearings were published on February 4, 2023, and March 4, 2023, which fulfills the legal requirement.
- Finding #B5: That a notice of public hearing was posted on the property on March 3, 2023, which fulfills the legal requirement.
- Finding #B6: That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- Finding #B7: That public testimony was heard on February 21, 2023, and March 21, 2023.
- Finding #B8: That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - Community and Identity, Goal CI 1: Coeur d'Alene citizens are well informed, responsive and involved in community discussion. *Citizens were involved and provided community input multiple times throughout the process.*

- Community and Identity Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement. *The development is in conformance with the Comprehensive Plan as citizens were involved in the process.*
- Community and Identity Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households. *The Developer will provide low-income housing as required in the Development Agreement with a required deed restriction to a certain area median income (percentage of AMI).*
- Community and Identity Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing. *The Developer will up to 2,800 units of multiple housing types and bedrooms, and provide low-income housing as required in the Development Agreement with a required deed restriction to a certain area median income (percentage of AMI).*

Growth and Development Goal GD 1: Develop a mix of land uses throughout the city that balances housing and employment while preserving the qualities that make Coeur d'Alene a great place to live. *Coeur d'Alene has a balance of land uses throughout the City and this is a mixed use development, involving residential uses of various types and sizes, as well as commercial and civic uses.*

Growth and Development Objective GD 1.1: Achieve a balance of housing product types and price points, including affordable housing, to meet City needs. *This is provided for in the Development Agreement.*

Growth and Development Objective GD 1.5: Recognize neighborhood and district identities. *The Project is a great opportunity to create something unique with opportunities for families, including trails, parks, and schools.*

- Growth and Development Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth. *All of the City's utilities have examined the development proposal and planned for the future development. They are able to provide high-quality infrastructure to accommodate the proposed growth and development.*
- Growth and Development Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment. *The City's utilities have planned for future development and are able to provide high-quality infrastructure to accommodate growth and redevelopment.*

- Finding #B9: That public facilities and utilities are available and adequate for the proposed use. This is based on *staff input, the testimony of the developer, the proposed Annexation and Development Agreement, and the staff reports.*

- Finding #B10: That the physical characteristics of the site make it suitable for the request at this time because: *the land is relatively flat, there are no topographical issues or physical site constraints.*
- Finding #B11: That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because: *the zoning that is proposed adjacent to the surrounding residential subdivisions (R-3) is in accordance with the City's Comprehensive Plan. The traffic concerns are addressed in the Annexation and Development Agreement with concurrency studies to be completed with each phase.*

ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned findings, concludes and orders that the request of KOOTENAI COUNTY LAND COMPANY, LLC, for annexation of a +- 440-acre parcel in Kootenai County, and assigning zoning districts R-3, R-8, R-17, C-17L, and C-17 as shown in the Annexation and Development Agreement, should be approved.

The City Council further orders that the Annexation shall be contingent on the Owners of the Property signing an Annexation and Development Agreement as approved by Council.

MOTION: Motion by McEvers, seconded by Evans, to move to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Wood	Voted No
Council Member Gookin	Voted No
Council Member Miller	Voted Aye
Council Member McEvers	Voted Aye
Council Member Evans	Voted Aye
Council Member English	Voted Aye

Motion to approve A-4-22 carried by a 4 to 2 vote.


James Hammond, Mayor

EXHIBIT "D"

(Legal Descriptions of Zoning Districts & Corresponding Zoning Map)

ZONE C-17L (WATER TOWER)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTH 00°52'54" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 150.00 FEET;

THENCE NORTH 88°39'33" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 150.00 FEET;

THENCE NORTH 00°52'54" EAST 150.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 88°39'33" EAST 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 22501 SQ. FT OR 0.517 ACRE, MORE OF LESS.

ZONE C-17 (NORTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88°39'33" WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE, 1135.12 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°20'27" WEST 676.63 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 26°24'24" WEST, A CHORD DISTANCE OF 169.46 FEET, THROUGH A CENTRAL ANGLE OF 50°07'53", A DISTANCE OF 174.99 FEET;

THENCE SOUTH 51°28'20" WEST 145.79 FEET;

THENCE NORTH 88°38'42" WEST 99.77 FEET;

THENCE NORTH 00°44'36" EAST 113.94 FEET;

THENCE NORTH 89°43'47" WEST 343.18 FEET;

THENCE NORTH 00°24'13" EAST 554.45 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET; A CHORD BEARING OF NORTH 01°54'22" WEST, A CHORD DISTANCE OF 40.30 FEET, THROUGH A CENTRAL ANGLE OF 04°37'10", A DISTANCE OF 40.31 FEET;

THENCE NORTH 04°12'57" WEST 103.40 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 01°54'22" WEST, A CHORD DISTANCE OF 24.18 FEET, THROUGH A CENTRAL ANGLE OF 04°34'10", A DISTANCE OF 24.19 FEET;

THENCE NORTH 00°24'13" EAST 86.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4960.00 FEET, A CHORD BEARING OF NORTH 88°50'10" EAST, A CHORD DISTANCE OF 186.03 FEET, THROUGH A CENTRAL ANGLE OF 02°08'57", A DISTANCE OF 186.04 FEET;

THENCE SOUTH 88°39'33" EAST 466.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12.239 ACRES, MORE OR LESS.

ZONE R-17 (NORTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88°39'33" WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE, 150.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 88°39'33" WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE 985.12 FEET;

THENCE SOUTH 01°20'27" WEST 676.63 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 26°24'24" WEST, A CHORD DISTANCE OF 169.46 FEET, THROUGH A CENTRAL ANGLE OF 50°07'53", A DISTANCE OF 174.99 FEET;

THENCE SOUTH 51°28'20" WEST 145.79 FEET;

THENCE NORTH 88°38'42" WEST 99.77 FEET;

THENCE NORTH 00°44'36" EAST 113.94 FEET;

THENCE NORTH 89°43'47" WEST 343.18 FEET;

THENCE NORTH 00°24'13" EAST 554.45 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET; A CHORD BEARING OF NORTH 01°54'22" WEST, A CHORD DISTANCE OF 40.30 FEET, THROUGH A CENTRAL ANGLE OF 04°37'10", A DISTANCE OF 40.31 FEET;

THENCE NORTH 04°12'57" WEST 103.40 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 01°54'22" WEST, A CHORD DISTANCE OF 24.18 FEET, THROUGH A CENTRAL ANGLE OF 04°34'10", A DISTANCE OF 24.19 FEET;

THENCE NORTH 00°24'13" EAST 86.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE THE FOLLOWING 3 COURSES AND DISTANCES:

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4960.00, A CHORD BEARING OF SOUTH 86°29'36" WEST, A CHORD DISTANCE OF 219.56 FEET, THROUGH A CENTRAL ANGLE OF 02°32'11", A DISTANCE OF 219.57 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4050.00 FEET, A CHORD BEARING OF SOUTH 88°17'10" WEST, A CHORD DISTANCE OF 432.53 FEET, THROUGH A CENTRAL ANGLE OF 06°07'19", A DISTANCE OF 432.74 FEET;

THENCE NORTH 88°39'10" WEST 149.13 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

THENCE SOUTH 01°09'27" WEST 421.28 FEET;

THENCE NORTH 88°39'33" WEST 15.00 FEET;

THENCE SOUTH 01°09'27" WEST 2175.54 FEET, TO THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 88°45'41" EAST, ALONG LAST SAID SOUTH LINE 1209.14 FEET;

THENCE NORTH 39°57'50" EAST 393.70 FEET;

THENCE NORTH 50°02'10" WEST 202.18 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 24°38'47" WEST, A CHORD DISTANCE OF 171.51 FEET, THROUGH A CENTRAL ANGLE OF 50°46'46", A DISTANCE OF 177.25 FEET;

THENCE NORTH 00°44'36" EAST 381.86 FEET;

THENCE SOUTH 89°09'46" EAST 1389.12 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 00°52'54" EAST, ALONG LAST SAID EAST LINE 1512.42 FEET;

THENCE NORTH 88°39'33" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 150.00 FEET;

THENCE NORTH 00°52'54" EAST 150.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 114.941 ACRES, MORE OR LESS.

ZONE R-8

THAT PART OF THE WEST HALF OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33; THENCE SOUTH 88°45'41" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1067.39 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°45'41" EAST 166.75 FEET;

THENCE NORTH 39°57'50" EAST 393.70 FEET;

THENCE NORTH 50°02'10" WEST 202.18 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 24°38'47" WEST, A CHORD DISTANCE OF 171.51 FEET, THROUGH A CENTRAL ANGLE OF 50°46'46", A DISTANCE OF 177.25 FEET;

THENCE NORTH 00°44'36" EAST 381.86 FEET;

THENCE SOUTH 89°09'46" EAST 1389.12 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 00°52'54" WEST, ALONG LAST SAID EAST LINE 979.52 FEET TO THE CENTER OF SAID SECTION 33;

THENCE SOUTH 00°53'34" WEST 2645.44 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF THE PLAT OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO, A DISTANCE OF 2737.32 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 88°04'43" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4; A DISTANCE OF 2171.16 FEET;

THENCE NORTH 01°10'25" EAST 435.05 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 42.50 FEET, A CHORD BEARING OF NORTH 46°10'25" EAST, A CHORD DISTANCE OF 60.10 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 66.76 FEET;

THENCE SOUTH 88°49'35" EAST 1143.59 FEET;

THENCE NORTH 01°10'30" EAST 833.70 FEET;

THENCE NORTH 88°49'35" WEST 587.50 FEET;

THENCE NORTH 01°10'25" EAST 645.87 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 23°08'37" WEST, A CHORD DISTANCE OF 164.71 FEET, THROUGH A CENTRAL ANGLE OF 48°38'04", A DISTANCE OF 169.77 FEET;

THENCE NORTH 47°27'39" WEST 62.22 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 34°53'56" WEST, A CHORD DISTANCE OF 130.50 FEET, THROUGH A CENTRAL ANGLE OF 25°07'26", A DISTANCE OF 131.55 FEET;

THENCE NORTH 22°20'13" WEST 119.08 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 59°34'04" EAST, A CHORD DISTANCE OF 83.08 FEET, THROUGH A CENTRAL ANGLE OF 16°11'27", A DISTANCE OF 83.36 FEET; THENCE NORTH 51°28'20" EAST 244.38 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 26°05'43" EAST, A CHORD DISTANCE OF 252.86 FEET, THROUGH A CENTRAL ANGLE OF 50°45'15", A DISTANCE OF 261.32 FEET;

THENCE NORTH 00°43'05" EAST 493.51 FEET;

THENCE NORTH 88°46'45" WEST 1217.16 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE NORTH 01°08'46" EAST, ALONG LAST SAID EAST RIGHT OF WAY LINE 745.56 FEET;

THENCE SOUTH 88°46'22" EAST 1062.89 FEET;

THENCE NORTH 00°15'35" EAST 1325.02 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 33, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF NORTHSHIRE, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 199, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°53'34" WEST, ALONG THE WEST LINE OF SAID PLAT OF NORTHSHIRE, 2605.44 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF NORTHSHIRE;

THENCE SOUTH 00°53'34" WEST 40.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST 40.00 FEET TO THE NORTHWEST CORNER OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS, 2697.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF WOODSIDE PARK ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 20, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE NORTH 88°04'43" WEST ALONG THE NORTH LINE OF SAID PLAT OF WOODSIDE PARK ADDITION AND THE NORTH LINE OF WOODSIDE PARK FIRS ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO; 1830.40 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF WOODSIDE PARK FIRST ADDITION;

THENCE NORTH 01°55'17" EAST 300 FEET;

THENCE SOUTH 88°04'43" EAST 1521.95 FEET TO A POINT WHICH IS 300 FEET WEST OF THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS;

THENCE NORTH 00°19'49" EAST 2430.34 FEET;

THENCE NORTH 00°53'34" EAST 2648.72 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 88°45'41" EAST 300.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 187.099 ACRES, MORE OR LESS.

ZONE R-3

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 33, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF NORTHSHIRE, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 199, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°53'34" WEST, ALONG THE WEST LINE OF SAID PLAT OF NORTHSHIRE, 2605.44 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF NORTHSHIRE;

THENCE SOUTH 00°53'34" WEST 40.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST 40.00 FEET TO THE NORTHWEST CORNER OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS, 2697.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF WOODSIDE PARK ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 20, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE NORTH 88°04'43" WEST ALONG THE NORTH LINE OF SAID PLAT OF WOODSIDE PARK ADDITION AND THE NORTH LINE OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO; 1830.40 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF WOODSIDE PARK FIRST ADDITION;

THENCE NORTH 01°55'17" EAST 300 FEET;

THENCE SOUTH 88°04'43" EAST 1521.95 FEET TO A POINT WHICH IS 300 FEET WEST OF THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS;

THENCE NORTH 00°19'49" EAST 2430.34 FEET;

THENCE NORTH 00°53'34" EAST 2648.72 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 88°45'41" EAST 300.01 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 88°47'00" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 53.95 FEET; THENCE NORTH 00°24'13" EAST 53.05 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°24'13" EAST 150.00 FEET;

THENCE NORTH 89°35'47" WEST 150.00 FEET;

THENCE SOUTH 00°24'13" WEST 150.00 FEET;

THENCE SOUTH 89°35'47" EAST 150.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 47.053 ACRE, MORE OR LESS.

ZONE C-17L (WELL SITE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 88°47'00" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 53.95 FEET; THENCE NORTH 00°24'13" EAST 53.05 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°24'13" EAST 150.00 FEET;

THENCE NORTH 89°35'47" WEST 150.00 FEET;

THENCE SOUTH 00°24'13" WEST 150.00 FEET;

THENCE SOUTH 89°35'47" EAST 150.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 22500 SQ. FT. OR 0.517 ACRE, MORE OR LESS.

ZONE R-17 (MIDDLE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 785.82 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°47'00" EAST 371.35 FEET;

THENCE SOUTH 67°40'56" EAST 73.76 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 11°31'05" EAST, A CHORD DISTANCE OF 110.55 FEET, THROUGH A CENTRAL ANGLE OF 21°35'59", A DISTANCE OF 111.21 FEET;

THENCE NORTH 00°43'05" EAST 493.51 FEET;

THENCE NORTH 88°46'45" WEST 456.34 FEET;

THENCE SOUTH 01°08'46" WEST 575.74 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.076 ACRES, MORE OR LESS.

ZONE C-17 (SOUTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD AND TRUE POINT OF BEGINNING;

THENCE ALONG THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

1. THENCE SOUTH 00°05'34" WEST 507.07 FEET;

2. THENCE NORTH 88°47'00" WEST 15.00 FEET;

3. THENCE SOUTH 00°05'34" WEST 1322.51 FEET;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 88°49'35" EAST 831.44 FEET;

THENCE NORTH 01°10'25" EAST 490.42 FEET;

THENCE NORTH 50°14'22" EAST 83.48 FEET;

THENCE NORTH 01°10'25" EAST 464.64 FEET;

THENCE SOUTH 88°49'35" EAST 165.32 FEET;

THENCE NORTH 01°10'25" EAST 65.95 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 23°08'37" WEST, A CHORD DISTANCE OF 164.71 FEET, THROUGH A CENTRAL ANGLE OF 48°38'04", A DISTANCE OF 169.77 FEET;

THENCE NORTH 47°27'39" WEST 62.22 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 34°53'56" WEST, A CHORD DISTANCE OF 130.50 FEET, THROUGH A CENTRAL ANGLE OF 25°07'26", A DISTANCE OF 131.55 FEET;

THENCE NORTH 22°20'13" WEST 119.08 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 59°34'04" EAST, A CHORD DISTANCE OF 83.08 FEET, THROUGH A CENTRAL ANGLE OF 16°11'27", A DISTANCE OF 83.36 FEET;

THENCE NORTH 51°28'20" EAST 244.38 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 36°53'42" EAST, A CHORD DISTANCE OF 148.49 FEET, THROUGH A CENTRAL ANGLE OF 29°09'16", A DISTANCE OF 150.11 FEET;

THENCE NORTH 67°40'56" WEST 73.76 FEET, TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 88°47'00" WEST 1117.16 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 39.158 ACRES, MORE OR LESS.

ZONE R-17 (SOUTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 88°47'00" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD; THENCE ALONG THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

1. THENCE SOUTH 00°05'34" WEST 507.07 FEET;
2. THENCE NORTH 88°47'00" WEST 15.00 FEET;
3. THENCE SOUTH 00°05'34" WEST 1322.51 FEET TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 88°49'35" EAST 831.44 FEET;

THENCE NORTH 01°10'25" EAST 490.42 FEET;

THENCE NORTH 50°14'22" EAST 83.48 FEET;

ANNEXATION AND DEVELOPMENT AGREEMENT - 42
Resolution No. 23-012

THENCE NORTH 01°10'25" EAST 464.64 FEET;

THENCE SOUTH 88°49'35" EAST 165.32 FEET;

THENCE SOUTH 01°10'25" WEST 579.91 FEET;

THENCE SOUTH 88°49'35" EAST 587.50 FEET;

THENCE SOUTH 01°10'30" WEST 833.70 FEET;

THENCE NORTH 88°49'35" WEST 1143.59 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 42.50 FEET, A CHORD BEARING OF SOUTH 46°10'25" WEST, A CHORD DISTANCE OF 60.10, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 66.76 FEET;

THENCE SOUTH 01°10'25" WEST 435.05 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 88°04'43" WEST, ALONG LAST SAID SOUTH LINE 411.09 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE NORTH 07°59'16" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 239.25 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°05'34" EAST 639.95 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 30.428 ACRES, MORE OR LESS.

CORRESPONDING ZONING MAP:

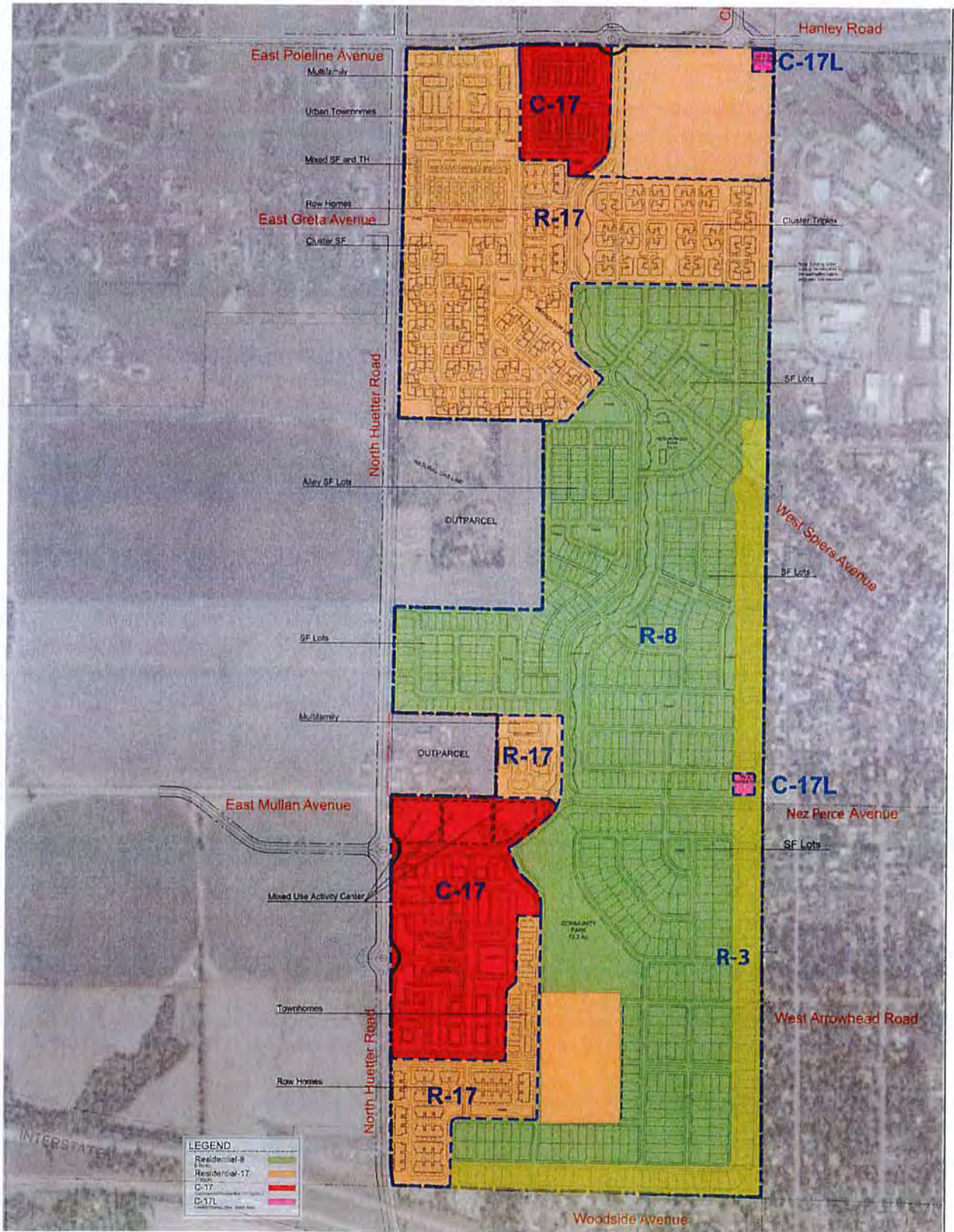


EXHIBIT "E"

(Generally Adhered to Design: Conceptual Master Plan)



CREUR TERRE
Concept City Plan
City of Mount Pleasant
Madison County, Iowa
July 9, 2012

ANNEXATION
Resolution No. 23-012

EXHIBIT "F"

(Copy of MOU with School District #271)

MEMORANDUM OF UNDERSTANDING

Coeur d'Alene School District #271 and LRE V, LLC

This memorandum of understanding ("MOU") is entered into on this 7th day of February, 2022 (the "Effective Date"), by and between LRE V, LLC, an Idaho limited liability company and its wholly owned subsidiaries which hold title to the subject properties (together with its successors and assigns, collectively referred to herein as, "Owner") and the Coeur d'Alene School District #271 (the "District). Collectively, the District and Owner are referred to herein as the "Parties"; provided, however, the Parties acknowledge and agree that: (1) LRE V LLC holds the property for investment and does not intend to develop the subject Property and, instead, shall convey its interest in the subject Property, to an entity which intends to develop the Property and incident to that conveyance the transferee shall assume all obligations of the Owner under this MOU and (2) any reference herein to development, annexation or subdivision of the subject Property is in reference to actions to be taken by the transferee or successor in interest to the present Owner, which is signatory to this MOU.

RECITALS:

- A. The District is in need of, and has had significant difficulty locating, at a feasible price, appropriate real property for purposes of a new elementary school and middle school.
- B. The Owner desires to work with the District to donate certain property and sell other property to meet the District's needs as outlined below.
- C. Owner is the owner of certain unimproved real property located east of N. Huetter Rd., bounded to the north by what will be an extension of N. Hanley and to the south by W. Appaloosa Road, all of which property is located in Kootenai County, Idaho within the District's boundaries and generally depicted on Exhibit "A" hereto (the "Property").
- D. Owner intends to annex the Property into the jurisdiction of the City of Coeur d'Alene, Idaho in conjunction with (or followed by) an application for zoning and subdivision approval (the "Project").
- E. Owner intends to donate, and the District desires to accept, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately ten (10) acres, located within the Project near W. Appaloosa Road as generally depicted on Exhibit "B" hereto (the "Donated School Property"), subject to the terms of this MOU.
- F. In addition to the Donated School Property, the District intends to purchase, and Owner desires to sell, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately twenty (20) acres, located within the Project near N. Hanley as depicted on Exhibit "B" (the "Purchased School Property"). The Donated School Property and the Purchased School Property are sometimes referred to herein, collectively, as the "School Lots."

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 1

- G. The Parties desire to work together, in good faith, to achieve the mutual goals and interests outlined herein.

NOW THEREFORE, the Parties agree that the following steps outline the basic terms of the intended donative and sale transfers contemplated by the Parties:

1. Owner agrees (or to cause its successors in interest to agree) to work in good faith toward the following goals:
 - a. To submit (or cause its successor in interest to submit) applications to the City of Coeur d'Alene for the purposes of annexation, rezoning and subdivision of the Property in a timely manner not to exceed 180 days from the Effective Date of this agreement.
 - b. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to donate the Donated School Property to the District.
 - i. The location, layout, size and requested zoning of the Donated School Property shall be subjected to review by and coordination with the District before submission to the City.
 - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Donated School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
 - c. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to sell the Purchased School Property to the District.
 - i. The location, layout, size and requested zoning of the Purchased School Property shall be subjected to review by and coordination with the District before submission to the City.
 - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Purchased School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
 - d. To include (or cause its successors in interest to include) in its plans and factoring for the Project, the size and location of the School Lots as depicted on Exhibit "B", and to include the same in all studies submitted (including but not limited to sewer, water, roads and traffic) in order to complete all necessary submittals and infrastructure required to obtain final plat approval from the City of Coeur d'Alene.
2. The District agrees to work in good faith toward the following goals:
 - a. To work with Owner (or its successors in interest) on the location, layout, size and requested zoning of the School Lots consistent with the parameters outlined herein.

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 2

b. To write a letter of support in favor of annexation and development of the Property to the City of Coeur d'Alene and otherwise support annexation and development of the Property as reasonably requested by Owner or its successors in interest.

3. The Parties recognize and agree that this Agreement is preliminary in nature and only addresses the conceptual shared goals of (i) annexation of the Property into the City; (ii) donation of the Donated School Property; and (iii) purchase of the Purchased School Property. If the Property is successfully annexed into the City, the Parties agree to work together in good faith to negotiate a subsequent MOU to address additional details such as (but not limited to) the purchase price for the Purchased School Property and the potential to share the cost of necessary infrastructure associated with the School Lots.

4. The Parties recognize and agree that any donation and/or purchase of real property requires the approval of the District's then sitting Board of Trustees, in addition to other requirements mandated by Idaho law.

5. All obligations of Owner under this MOU, any subsequent MOU, any Purchase Agreement or Donation Agreement shall be contingent on the prior annexation of the Property into the City of Coeur d'Alene and approval and undertaking of the subdivision and development of the subject Property.

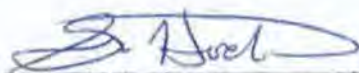
6. This MOU shall take effect on the Effective Date and can only be modified by a written document signed by the Parties. The Parties may mutually agree to terminate this MOU at any time and this MOU may be terminated by either party in the event of a material breach of any obligations set forth herein.

7. The Parties agree to work in good faith towards the goals outlined herein.

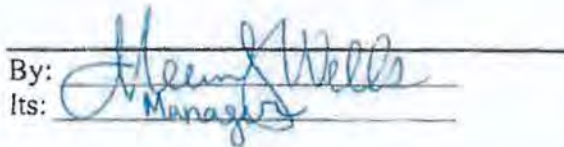
In witness hereof, the Parties hereto have executed this Memorandum of Understanding on the date set forth below.

Coeur d'Alene School District #271

LRE V, LLC, an Idaho limited liability company



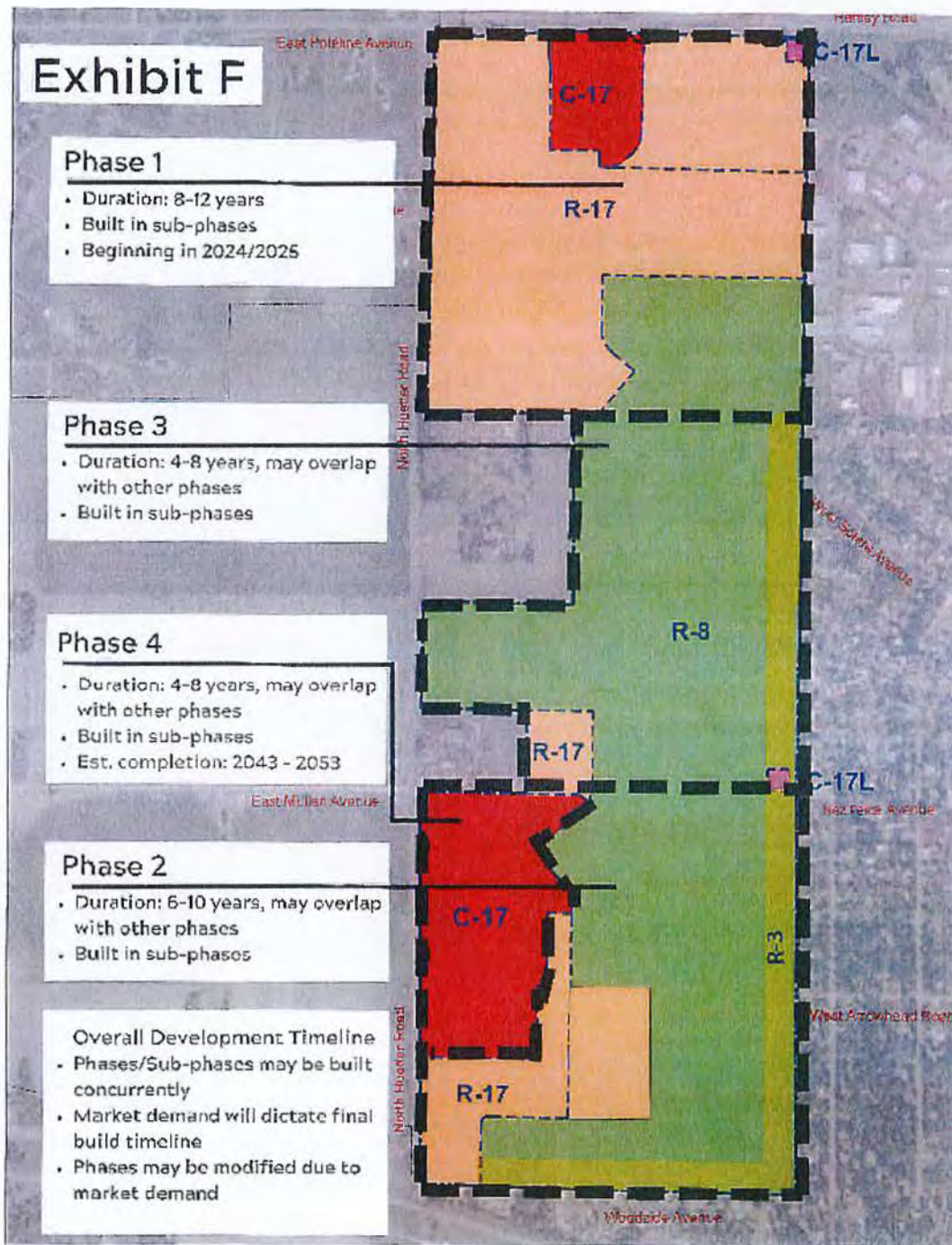
By: Dr. Shon Hocker
Its: Superintendent




By: _____
Its: Manager

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 3

EXHIBIT "G"
(Preliminary Phasing Plan)





**Amendment #1 to Annexation
& Development Agreement
2025**

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**AMENDMENT NO. 1
TO
ANNEXATION AND DEVELOPMENT AGREEMENT**

This Amendment No. 1 to the Annexation and Development Agreement dated March 21, 2023, (the "Agreement") is entered into this ____ day of _____, 2025, by the City of Coeur d'Alene, 710 E. Mullan Rd., Coeur d'Alene, Idaho, hereinafter referred to as the "City," and, Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, and LREV 39 LLC, hereinafter referred to as the "Owners."

WHEREAS, the Owners have requested an amendment to the Agreement which would enable the parties to avoid the unnecessary expenditure of time and money on duplicative proceedings in the event deviations from the conceptual product types included as illustrative examples in the original Agreement are deemed appropriate and advisable, while preserving the integrity of the original conceptual vision; and

WHEREAS, it is in the best interests of the City to enter into this Amendment No. 1 for the purpose of facilitating efficient development of the Owners' property, to ensure that future development is consistent with the City's comprehensive plan and zoning regulations, to restrict development to what has been approved by Council in the Agreement and this Amendment, and to provide some flexibility within defined parameters.

NOW, THEREFORE, the parties agree to amendments to the Agreement as follows:

1. Paragraph 6.6 of the Agreement is amended as follows:

Conceptual Master Plan: Future subdivision and PUD applications shall substantially conform to the alignment of the transportation network, product and place types, trails/multiuse paths, density, and public parks as shown in the conceptual design, attached hereto and incorporated herein by reference as Amended Exhibit "E," subject to the Zoning Code in effect at the time of development.

Amended Exhibit "E" is intended to establish a map showing the project layout with the components identified above, in addition to comprehensive lists of product types which are allowed in the areas of the Project shown in the Amended Exhibit. Moreover, attached hereto as Exhibit E-1 is a map showing the location and type of approved future public amenities which the Owners must include in the future development of the identified project areas. While the Owners are restricted to the product types identified in Amended Exhibit "E" unless this Agreement is further amended with the approval of Council pursuant to Idaho Code § 67-6511A, the Planning Department is authorized to determine whether any proposed development would be substantially consistent in use and density with the established lists of product types provided in Amended Exhibit "E;" provided the

overall density is generally consistent with Amended Exhibit "E;" and provided the public amenities depicted in Exhibit E-1 are included where designated. In making this determination, the Planning Department shall be guided by the plain language of Amended Exhibit "E" as to use and density, other relevant factors including compatibility with surrounding uses and zoning, conformance with density and layout in Amended Exhibit "E," and the overall intent of the Agreement and this Amendment. The Planning Department shall make such interpretations as will maintain consistency in the application of the Agreement and this Amendment. If the proposed change in product types and density cannot be interpreted as permitted under this interpretation clause, the Owner must follow the formal Amendment process outlined in the Development Agreement Ordinance.

2. A new Paragraph 3.2.1.6 shall be added to and included in the Agreement by this Amendment. Said Paragraph 3.2.1.6 reads as follows:

Authorized Scheduling Modifications: Notwithstanding any other provision or requirement hereunder, with respect to the timing of sewer infrastructure improvements required of Owners, the City Wastewater Department, in its sole discretion, may delay the timing of said required improvements and any such approved delay shall not affect or negate Owners' right to the issuance of any approval hereunder provided all other requirements of the Agreement are otherwise satisfied.

3. A new Paragraph 3.2.1.7 shall be added to and included in the Agreement by this Amendment. Said Paragraph 3.2.1.7 reads as follows:

Authorized Sewer Improvement Modifications: Notwithstanding any other provision or requirement hereunder, should the City Wastewater Department and Owner mutually agree in writing then the scope or nature of sewer improvements required of Owner hereunder may be modified without the need for an amendment to this Agreement.

4. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect. All development within the project shall continue to meet all applicable local, state, and federal laws and regulations.

DATED this ____ day of _____, 2025.

CITY OF COEUR D'ALENE

Woody McEvers, Mayor

DEVELOPER
KOOTENAI COUNTY LAND COMPANY, LLC

By _____
Melissa Wells, Manager

OWNERS

LREV 27 LLC

By _____
Melissa Wells, Manager

LREV 28 LLC

By _____
Melissa Wells, Manager

LREV 29 LLC

By _____
Melissa Wells, Manager

LREV 30 LLC

By _____
Melissa Wells, Manager

LREV 31 LLC

By _____
Melissa Wells, Manager

LREV 32 LLC

By _____
Melissa Wells, Manager

LREV 33 LLC

By _____
Melissa Wells, Manager

LREV 34 LLC

By _____
Melissa Wells, Manager

LREV 35 LLC

By _____
Melissa Wells, Manager

LREV 36 LLC

By _____
Melissa Wells, Manager

LREV 37 LLC

By _____
Melissa Wells, Manager

LREV 38 LLC

By _____
Melissa Wells, Manager

LREV 39 LLC

By _____
Melissa Wells, Manager

ATTEST:

Renata McLeod, City Clerk



**Comp
Plan
Goals
&
Objectives**

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COMPREHENSIVE PLAN GOALS AND OBJECTIVES

Community & Identity



Goal CI 1

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



OBJECTIVE CI 1.1

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



Goal CI 2

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



OBJECTIVE CI 2.1

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



OBJECTIVE CI 2.2

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



Goal CI 3

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



OBJECTIVE CI 3.1

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



Goal CI 4

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



OBJECTIVE CI 4.1

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



OBJECTIVE CI 4.2

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



OBJECTIVE CI 4.3

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

Education & Learning



Goal EL 3

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



OBJECTIVE EL 3.2

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



OBJECTIVE EL 3.3

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

- Goal EL 4**
Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.
 - OBJECTIVE EL 4.1**
Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.
 - OBJECTIVE EL 4.2**
Enhance partnerships among local higher education institutions and vocational schools, offering an expanded number of degrees and increased diversity in graduate level education options with combined campus, classroom, research, and scholarship resources that meet the changing needs of the region.

Environment & Recreation

- Goal ER 1**
Preserve and enhance the beauty and health of Coeur d'Alene's natural environment.
 - OBJECTIVE ER 1.1**
Manage shoreline development to address stormwater management and improve water quality.
 - OBJECTIVE ER 1.2**
Improve the water quality of Coeur d'Alene Lake and Spokane River by reducing the use of fertilizers, pesticides, herbicides, and managing aquatic invasive plant and fish species.
 - OBJECTIVE ER 1.3**
Enhance and improve lake and river habitat and riparian zones, while maintaining waterways and shorelines that are distinctive features of the community.
 - OBJECTIVE ER 1.4**
Reduce water consumption for landscaping throughout the city.

- Goal ER 2**
Provide diverse recreation options.
 - OBJECTIVE ER 2.2**
Encourage publicly-owned and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities (both outdoor and indoor), hiking and biking pathways, open space, passive recreation, and water access for people and motorized and non-motorized watercraft.
 - OBJECTIVE ER 2.3**
Encourage and maintain public access to mountains, natural areas, parks, and trails that are easily accessible by walking and biking.

- Goal ER 3**
Protect and improve the urban forest while maintaining defensible spaces that reduces the potential for forest fire.
 - OBJECTIVE ER 3.1**
Preserve and expand the number of street trees within city rights-of-way.
 - OBJECTIVE ER 3.2**
Protect and enhance the urban forest, including wooded areas, street trees, and "heritage" trees that beautify neighborhoods and integrate nature with the city.
 - OBJECTIVE ER 3.3**
Minimize the risk of fire in wooded areas that also include, or may include residential uses.
 - OBJECTIVE ER 3.4**
Protect the natural and topographic character, identity, and aesthetic quality of hillsides.

- Goal ER 4**
Reduce the environmental impact of Coeur d'Alene.
 - OBJECTIVE ER 4.1**
Minimize potential pollution problems such as air, land, water, or hazardous materials.
 - OBJECTIVE ER 4.2**
Improve the existing compost and recycling program.

Growth & Development

- Goal GD 1**
Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.
 - OBJECTIVE GD 1.1**
Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.
 - OBJECTIVE GD 1.3**
Promote mixed use development and small-scale commercial uses to ensure that neighborhoods have services within walking and biking distance.
 - OBJECTIVE GD 1.4**
Increase pedestrian walkability and access within commercial development.
 - OBJECTIVE GD 1.5**
Recognize neighborhood and district identities.
 - OBJECTIVE GD 1.6**
Revitalize existing and create new business districts to promote opportunities for jobs, services, and housing, and ensure maximum economic development potential throughout the community.
 - OBJECTIVE GD 1.7**
Increase physical and visual access to the lakes and rivers.
 - OBJECTIVE GD 1.8**
Support and expand community urban farming opportunities.
- Goal GD 2**
Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.
 - OBJECTIVE GD 2.1**
Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.
 - OBJECTIVE GD 2.2**
Ensure that City and technology services meet the needs of the community.
- Goal GD 3**
Support the development of a multimodal transportation system for all users.
 - OBJECTIVE GD 3.1**
Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.
 - OBJECTIVE GD 3.2**
Provide an accessible, safe, efficient multimodal public transportation system including bus stop amenities designed to maximize the user experience.
- Goal GD 4**
Protect the visual and historic qualities of Coeur d'Alene
 - OBJECTIVE GD 4.1**
Encourage the protection of historic buildings and sites.

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

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

Health & Safety

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

- OBJECTIVE HS 1.1**
Provide safe programs and facilities for the community's youth to gather, connect, and take part in healthy social activities and youth-centered endeavors.

- OBJECTIVE HS 1.2**
Expand services for the city's aging population and other at-risk groups that provide access to education, promote healthy lifestyles, and offer programs that improve quality of life.

- OBJECTIVE HS 1.3**
Increase access and awareness to education and prevention programs, and recreational activities.

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

- OBJECTIVE HS 3.2**
Enhance regional cooperation to provide fast, reliable emergency services.

- OBJECTIVE HS 3.3**
Collaborate with partners to increase one on one services.

Jobs & Economy

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

- OBJECTIVE JE 1.1**
Actively engage with community partners in economic development efforts.

- OBJECTIVE JE 1.2**
Foster a pro-business culture that supports economic growth.

- Goal JE 3**
Enhance the Startup Ecosystem

- OBJECTIVE JE 3.1**
Convene a startup working group of business leaders, workforce providers, and economic development professionals and to define needs.

- OBJECTIVE JE 3.2**
Develop public-private partnerships to develop the types of office space and amenities desired by startups.

- OBJECTIVE JE 3.3**
Promote access to the outdoors for workers and workers who telecommute.

- OBJECTIVE JE 3.4**
Expand partnerships with North Idaho College, such as opportunities to use the community maker space and rapid prototyping (North Idaho College Venture Center and Gizmo) facilities.



PUBLIC COMMENTS



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From: Bill Robb
To: [CLARK, TRACI](#)
Subject: P & Z Public Hearing 3/11/2025
Date: Sunday, March 9, 2025 4:20:17 PM

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

Comment for the above public hearing:

Please DO NOT eliminate the public hearing process for Coeur Terre. It is the public's right and the city's responsibility to allow the public to be included in these processes.

Sincerely,

Bill and Laurie Robb
3704 N Tamarack Rd
Cda

From: Brian Kitchen
To: [PlanningDiv](#)
Subject: Coeur Terre Development
Date: Wednesday, March 12, 2025 12:09:29 PM

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I see in today's newspaper that Coeur Terre is moving ahead. It also appears that these "public hearings" have nothing to do with citizens having a voice. I've been to several meetings at the library regarding Coeur Terre and it has always gone the way that Coeur Terre wants. Still nothing on the map regarding the east/west streets to be impacted by Coeur Terre. They've also stated in the past that there would be a walking path on the east edge of the development, but it is no longer shown on their map.

All of my neighbors feel the same as I. You don't care about the impact on our neighborhood.

If Laurel is punched through to Coeur Terre, it will create an excess of traffic throughout Greenwich.. If Nez Perce Drive is used, it will turn into a higher speed street, creating danger for the residents as well. You can post whatever speed you want, just try to make people follow it. No reason why Coeur Terre traffic can not enter via Huetter Rd.

We've complained about these issues at the "public hearings" but it falls on deaf ears with our city.

Just understand that the residents loved this area for the quiet, the view and smelling hay during harvest time. This area is being ruined. This city knows it and are not stepping in as we would have hoped.

It is nauseating, but I've lost hope.

Brian Kitchen
4110 N Lancaster Rd
Coeur d'Alene, ID

From: Don Gardiner
To: [CLARK, TRACI](#)
Subject: Zoning
Date: Saturday, February 22, 2025 10:21:22 AM

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No to Cor-Terror changing zone from R to C in the project just East of Hutter.
Don Gardiner
Moccasin rd Cda

Sent via the Samsung Galaxy S25+, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Donna Phillips
To: [CLARK, TRACI](#)
Subject: RE: PUBLIC NOTICE FOR CITY COUNCIL ON APRIL 15, 2025
Date: Monday, March 31, 2025 11:58:32 AM
Attachments: [image001.png](#)

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Good Morning,

Thank you for the opportunity to provide comments. The City of Hayden has no comments for the proposed application request.

Donna Phillips, GISP

Community Development Director

From: CLARK, TRACI <TCLARK@cdaid.org>
Sent: Friday, March 28, 2025 9:00 AM
To: CLARK, TRACI <TCLARK@cdaid.org>
Subject: RE: PUBLIC NOTICE FOR CITY COUNCIL ON APRIL 15, 2025

Greetings,

Attached is a copy of the public hearing notice for the next **City Council Meeting** on **Tuesday April 15, 2025.**

If you have any comments, please let me know.

Traci Clark
Administrative Assistant
Planning Department, City of Coeur d'Alene

208.769-2240
tclark@cdaid.org



Howard Burns
502 S. Rocky Point Ct
Post Falls, ID 83854
Burns_crew@yahoo.com

March 13, 2025

City Council members and Planning Dept.
City of Coeur D'Alene
710 E. Mullan Ave.
Coeur D'Alene, ID 83814

Members of the Council and Planning Dept Team:

I attended the Planning Commission hearing for the requested Amendment to the Coeur Terre Development Agreement (ZC-2-25). My testimony was limited to issues that I thought might persuade the Planning Commission members to either modify the requested Amendment or reject it. This letter is to ask questions about the Amendment and to reiterate for the City Council my objections to the Amendment being approved without significant modification.

Questions (which seem to me to be important in discussing the Amendment's consequences. Perhaps all members of the Planning Commission knew the answers to these few questions already but I don't)

1. Background: The Applicant made numerous statements about how their project is restricted to 'just' 2800 dwelling units and that nothing in the proposed Amendment alters that 'set in stone' 2800 number.
 - a. Is a hotel/motel, extended stay hotel, assisted living facility, hostel, homeless shelter w/beds, or some other type of transitory occupied room considered a dwelling unit or some 'equivalent portion' of a dwelling unit? Nothing I read in the on-line code implied that anything but a residence was a dwelling unit. If my belief is correct there could, by an extreme example, be 2800 homes and an additional 3000 hotel, assisted living, hostel units?
 - b. Does the Development Agreement have any limitation on the square feet of non-residential uses that can be constructed? My analysis is that there is no limitation on square footage of that type other than it must be in the properly zoned area and meet the criteria for the zone.

- c. With answers to a & b above, perhaps I could answer this next one:
Hypothetically, could the Applicant build 800,000+ sf of retail/office/hotel/car repair/parking garages etc (C-17 list, 30 acres with Amendment) and still have the unfettered right to construct 2800 dwelling units if they could meet minimum code?
2. Does the Development Agreement stipulate what happens if the CDA School District elects NOT to purchase the 10 acre parcel reserved in the southern section of Coeur Terre and/or elects to not build a school on the 20 parcel that is now in the School District's possession? Does the 2800 unit limit apply over those parcels and run with the land? Could a new owner for an unused school site(s) request a C-17 zone or M zone and by not building any residential housing units be granted approval? As an aside, and reiterating my testimony at the hearing, with the new school choice law now enshrined in State code and our country's birth rate continuing to decline, it seems that the need for future new school facilities may be overstated by a significant degree. I note that the CDA School District has 40 acres for a school already under ownership east of Huetter and just north of Prairie.
 3. Somewhat aligned with question 2 above, if the Latter Day Saints elect not to build a religious facility on that C17 zoned 10 acres, then they have the right to build anything allowed by the C17 code designation there, is that not correct?
 4. Adding 14 acres of C17 on the corner of Poleline and Huetter should not be considered without access contemplation but that was not discussed. Is there some code that will force access points viable to the intense traffic, perhaps something like Hwy 41 @ Prairie's Northeast corner 40 acre project (frontage road, very limited accessways to main arterials)?
 5. How many acres and how many dwelling units and how many square feet of commercial uses exist in the almost fully built out "CDA Place" project? This project was held out as an example of how wonderful big developments can be yet no one mentioned actual statistics? I could not find any documentation on-line for the Development Agreement History of CDA Place.

Those are my questions. Now to my reasons why, unless the answers to my questions negate the rationale, the Amendment should not be approved with changes:

1. Adding 14 acres of C17 is too much total C17 for the limited transportation connections feasible as East/West traffic alterations are almost impossible to create and North/South depends on how much enlargement is achieved on Huetter and Atlas. Two large sections of C17 commercial uses can only survive if citizens from elsewhere in the City make those areas a destination, increasing

- traffic demand. MOVING the C17 to the corner and making the 'existing' C17 into R17 would be an equitable trade off (or 10 acres at both locations?).
2. The City Staff are qualified but have many projects to wrangle. Giving them discretion without any significant guidelines seems to me an opportunity to create unintended consequences. For example, putting a three-story apartment building up tight against the M-zone Industrial park. Yes, allowed by the code but would that be a good location given fumes, etc.? Parking should be placed to act as a buffer between the M zone and the R-17 uses. This is not to say that the *conceptual plan* buildings should be constructed "as shown".
 3. The Applicant also made numerous mentions of how the City will require Traffic Studies for each portion of the project as it proceeds. But there was also a point made that it was impossible to conduct traffic studies if nothing was actually requested for construction. However, if there is a limit on dwelling units and any type of limit on other building construction square footage, a 'worst case' study of trips would at least be possible. Many people at the hearing, including those in the Planning Commission, acknowledged that ***existing*** traffic is an issue. The Idaho Dept of Transportation is studying Huetter as a future north-south corridor and Coeur Terre's 'worst case' should be known (and extrapolated to include the same pro-rata maximums on the remaining 600 acres across Huetter). Before granting any zone changes to something more intensive, the worst case should be contemplated by mirroring a duplicate project, without school sites, on the adjacent 600 acres owned by the Applicant plus the acreage owned by major builders north of Prairie. A significant 3 lane each way Huetter is a minimum need with very limited access points. Highway 41 type frontage roads at least until Hayden Road.
 4. As I noted in my question section, two of the Planning Commissioners made reference to CDA Place as something akin to Coeur Terre. It seems disingenuous to make such comparisons unless the densities and square footage build out over the acres is something truly comparable. It is my personal opinion that CDA Place is less dense on a per acre factor by at least 20% than the 400 acre Coeur Terre East conceptual plan.

The Applicant made reference to their 'great relationship' with the City and how they want to bring only positive aspects. The property was annexed into the City of CDA two years ago yet almost NONE of the Coeur Terre (CT) property has seen a significant property tax increase despite the land value having escalated dramatically with its annexation and zoning rights. I recognize that is likely due to a State approved 'developer's loophole' of allowing properties keep their "agricultural" exemption via

'farming' despite getting a HUGE bump in value by having development rights. There seems to be no legal reason that the City cannot condition a property owner to agree to voluntarily reduce their 'agricultural rights to minimum property taxes' as a condition for annexation into the City or in order to get changes/alterations to a Development Agreement for a project in place. If the 14 acres of added C17 land are so important, demand a condition that the developer agree to pay at least a slight bit more in property taxes (see reference paragraph below). I'd suggest a sliding scale: 2025 Minimum Tax of \$100 per acre for undeveloped/untouched land, 2026 \$150/acre, 2027 and after +\$25 per acre annually so long as it untouched/undeveloped parcel that is unchanged from current status. Just how profitable is the agricultural business on this land?; what does it contribute to the City tax coffers and employment?; What is the fair disparity for taxes assessed against land under an existing home versus land zoned and entitled for a home?

[Reference for above: A quick list of a few of the Coeur Terre parcels with their actual FULL YEAR property tax bills for 2024 taxes:

- 40 acres: valued by assessor at a total of \$72,160, tax billed \$388;
- 40.39 acres valued by the assessor at \$72,764 , taxes \$391;
- 39.9 acres valued at \$71,984, taxes \$387.35;
- 20 acres, valued at \$36,080, taxes of \$196.38

My analysis of the Assessor information is that CT pays approximately \$9.70 per acre in property taxes on the undeveloped (but zoned and entitled) land. There is one parcel that has a building and therefore significantly higher assessed value and property taxes for that anomaly, a 35.6 acre property, are \$3892 for 2024)

Coeur Terre has transferred at least two lots, one of 20 acres to the CDA School District; and another 10+ acre parcel to a Church. While Idaho records don't show actual prices paid, the Assessor noted that the church Parcel of 10 acres was assessed as being worth \$663,248 and the Church actually paid property taxes of \$3,521 for 2024. That's \$66,000 per acre value and \$335 per acre in property taxes (so long as there is no church, I believe there is a religious use tax exemption).

Land values for nearby parcels in Indian Meadows, and at Huetter and the Freeway, seem to range from \$243000 assessed value for .39 acres/ \$288,000 .8 acres both in Indian Meadows and right at the freeway and Huetter, \$324000 for 2.8 acres, a far cry from \$1800/acre CT's unimproved land in CDA. Consider current property taxes at approx. \$10 per acre on 330 acres= \$3300 versus the BARGAIN of giving up a portion of the Ag Exemption in return for an Amendment, 330 acres at \$100 an acre: \$33,000 in tax. Fair value property tax would seem to be closer to a \$55,000 per acre value (has zoning and

approved plan (The Church paid \$66k an acre(?) x 330 acres at approximately a 0.4% tax rate = \$72,600 in tax payments.)

I believe a fair Amendment would be:

- Well location exchange is granted
- Wastewater change is granted
- Developer gets a total of 20 acres of C-17 land (not including the 10 acres owned by the Church now) and may divide it up per a plan submitted later but the corner of Poleline and Huetter piece cannot exceed 14 acres of the 20.
- City staff initial review approval is acceptable as requested with modification that no variances are requested and density is at or below the maximum for the zone.
- Developer agrees to pay \$33,000 in property taxes for 2025 on all 330 acres of undeveloped land with increases of \$50/acre each year thereafter, or alternatively, to rescind the agriculture right exemption on all the land no later than 2030.
- The Development Agreement is made extremely clear that the 2800 dwelling units include ALL land in the original annexation/zone change, including school and church site acreage.
AND, if not already true:
 - That hotels and transient dwellings (hostel, motel, etc) are counted as some portion of a full time equivalent of a dwelling unit (50%?)
 - That Senior Assisted Living facilities are counted as dwelling units/apartments

Thank you for your consideration

Howard W. Burns

Howard Burns

Cc: CDA Press with request for My Turn column

From: Kent Allen
To: [CLARK, TRACI](#)
Subject: ZC-3-25
Date: Wednesday, April 2, 2025 11:56:02 AM
Attachments: [image001.png](#)

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Hello,

Panhandle Health District has no comments regarding item ZC-3-25.

Regards,

	<p>Kent C. Allen, REHS/RS Environmental Health Specialist II 8500 N. Atlas Rd., Hayden ID 83835 P: 208-415-5227 W: Panhandlehealthdistrict.org</p>
---	---

From: Kevin Howard
To: [CLARK, TRACI](#)
Subject: RE: PUBLIC NOTICE FOR THE P&Z MEETING ON MARCH 11, 2025
Date: Monday, February 24, 2025 7:34:02 AM
Attachments: [image001.png](#)

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Worley Highway District is neutral to Zone Change Request ZC-2-25.

KEVIN J. HOWARD
DIRECTOR OF HIGHWAYS
WORLEY HIGHWAY DISTRICT
OFFICE: 208-664-0483

From: CLARK, TRACI <TCLARK@cdaid.org>
Sent: Friday, February 21, 2025 9:34 AM
To: CLARK, TRACI <TCLARK@cdaid.org>
Subject: PUBLIC NOTICE FOR THE P&Z MEETING ON MARCH 11, 2025

Greetings,

Attached is a copy on the public hearing notice for the next **Planning & Zoning** Meeting on **Tuesday March 11, 2025.**

If you have any comments, please let me know.

Traci Clark
Administrative Assistant
Planning Department, City of Coeur d'Alene

208.769-2240
tclark@cdaid.org



From: Lee Erwin
To: [CLARK, TRACI](#)
Subject: Re: eliminate public hearings
Date: Tuesday, February 25, 2025 5:39:29 PM
Attachments: [image001.png](#)

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The big concern is that KLC wants to eliminate the public earnings process for development that is substantially consistent in use and density with the original Coeur Terra Annexation development concept See page 4 of the narrative document.
Thank you Leland Erwin



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On Tue, Feb 25, 2025 at 11:51 AM CLARK, TRACI <TCLARK@cdaid.org> wrote:

Mr. Erwin,

I'm sorry, could you please clarify what you are not in favor of?

Traci Clark

Administrative Assistant

Planning Department, City of Coeur d'Alene

208.769-2240

tclark@cdaid.org



From: Lee Erwin <lees1963@gmail.com>
Sent: Tuesday, February 25, 2025 11:51 AM
To: PlanningDiv <planningdiv@cdaid.org>
Subject: eliminate public hearings

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I am not in favor of this at all. We as the public need all the help we can get in our voice. Do not let this happen. Thank you for your time.

Leland Erwin

4009 Lancaster Rd

Coeur d Alene Id 83815

lees1963@gmail.com

208 765 9250



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From: Martinez, Leo
To: [CLARK, TRACI](#)
Subject: PUBLIC NOTICE FOR CITY COUNCIL ON APRIL 15, 2025
Date: Monday, March 31, 2025 12:38:45 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[CC ZC-2-25 Public Notice 4-15-25docx.pdf](#)

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Traci,

Phillips 66 dos not have any utilities within your attached project vicinity.
(Response 12927)



Leo Martinez
Associate, Operations Support • Real Estate Services

O: 805-541-8912 | F: 805-538-6204
18781 El Camino Real | Atascadero, CA 93422
Leo.Martinez@phillips66.com



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From: CLARK, TRACI <TCLARK@cdaid.org>
Sent: Friday, March 28, 2025 9:00 AM
To: CLARK, TRACI <TCLARK@cdaid.org>
Subject: [EXTERNAL]RE: PUBLIC NOTICE FOR CITY COUNCIL ON APRIL 15, 2025

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Greetings,

Attached is a copy of the public hearing notice for the next **City Council Meeting** on **Tuesday April 15, 2025.**

If you have any comments, please let me know.

Traci Clark
Administrative Assistant
Planning Department, City of Coeur d'Alene

208.769-2240
tclark@cdaid.org



Dear Coeur d'Alene Planning Commissioners,

Given today's housing and construction market, it appears sensible that the developer would ask for flexibility in the development agreement. In reality, the proposed use changes in the agreement could lead to haphazard development (see Exhibit 'D' replaced with Exhibit 'E'), contradicting the promise of a carefully planned, master-designed community when the land was annexed, and potentially harming neighboring residents further. It also raises concerns; With the upcoming sewer improvements, could the ERU limit be raised or eliminated? Could sections of land be sold to other developers once the use restrictions are removed? Without the limitations provided in Exhibit 'D', there will be little recourse for the city to keep the development in check.

It's also important that we take a closer look at how Coeur Terre will affect current residents and our local infrastructure before any use restrictions are lifted. I've put together a table showing the current traffic counts for Appaloosa and Nez Perce, along with the traffic projections for 2045 from KMPO. I'm happy to share the existing traffic counts and the KMPO model if needed. Chris Bosley with CDA streets and engineering was very helpful in obtaining this data.

MEASURED EXISTING TRAFFIC			
STREET	ADT	PM PEAK HOUR (10% OF ADT)	PEAK HOUR TRIPS PER MIN.
NEZ PERCE	1,112**	111	1.9
APPALOOSA AT MOCCASIN	680*	68	1.1
APPALOOSA AT ATLAS	1,248**	125	2.1

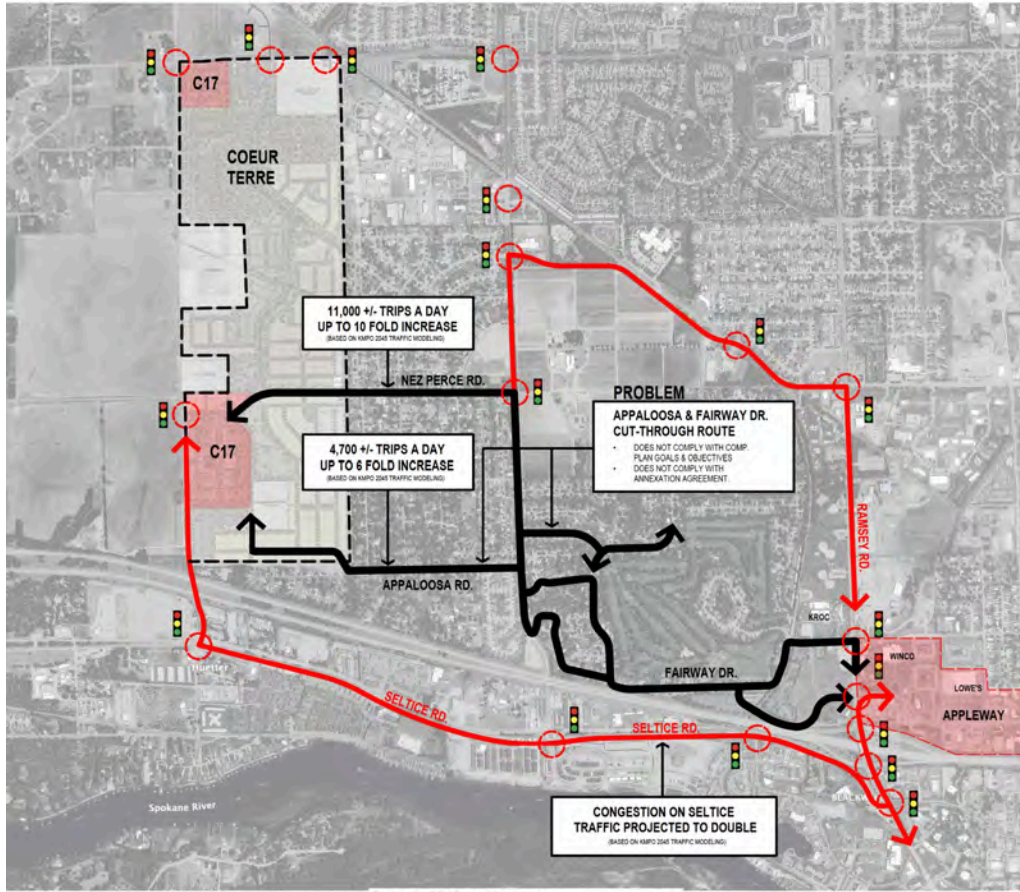
* DATA PER TRAFFIC COUNTS FROM CDAMAPI DATED 10/30/2020

** DATA PER CDA TRAFFIC COUNTS DATED 9/24/2024

KMPO 2045 TRAFFIC MODELING			
STREET	ADT	PM PEAK HOUR (10% OF ADT)	PEAK HOUR TRIPS PER MIN.
NEZ PERCE	10,950	1,095*	18.3
APPALOOSA AT MOCCASIN	3,890	389*	6.5
APPALOOSA AT ATLAS	4,710	471*	7.9

*DATA TAKEN FROM KMPO 2045 TRAFFIC MODELING IN THE NO HUETTER BYPASS SCENARIO

The modeling shows that Coeur Terre could add around 4,700 daily trips to Appaloosa (up to a six-fold increase) and roughly 11,000 daily trips to Nez Perce (a ten-fold increase). If there are drive-thrus, gas stations, and grocery stores in the C-17 zoned areas, these numbers may climb even higher. These projections also raise major concerns for the Fairway Forest neighborhood, as drivers will use side streets to avoid the stoplights and congestion on Seltice (I've included a graphic for reference on page two). Many of the roads within their neighborhood lack sidewalks as well.



The City's comprehensive plan has goals that focus on providing neighborhoods that are walkable, safe, and connected to parks and trails (E3.2, GD1.4, GD3.1, GD1.5). However, based on the current traffic projections, there is a significant risk of losing much of that connectivity and safety unless action is taken. Section 4.3 of the development agreement says the developer is to design streets that discourage speeding and cut-through traffic, but there's no metric or mechanism in place to make sure that happens.

Please do not recommend approval to the agreement revisions until we have more concrete solutions for reducing traffic and maintaining safety for pedestrians and cyclists on Appaloosa, Nez Perce, and within Fairway Forest. I'm concerned that by waiting until the subdivision/PUD review it will be harder and more expensive to make the changes that are needed. We also need to be assured that an increase in the ERU limit is completely off the table nor will the land be flipped to other developers.

I welcome the commission's ideas on how to make Coeur Terre a better fit next to our neighborhoods. Thanks for your service and consideration!

Best,
 Nate Dyk
 4010 W Appaloosa Rd.
 Coeur d'Alene, ID

From: Suzanne Knutson
To: [CLARK, TRACI](#)
Subject: Public Hearing March 11, 2025 Coeur Terre Zoning 5:30 pm
Date: Monday, March 10, 2025 3:48:17 PM

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

Dear Commissioners,

I am a resident of Indian Meadows in Coeur d'Alene, and am asking you to leave the development agreement with Kootenai Land Company for Coeur Terre as is, to preserve the integrity of the process.

In my understanding of the Public Hearings from February and March of 2023, KLC gave several self imposed concessions at the request of city council due to council recognizing concerns of citizens living in established neighborhood. KLC made those applied these to the development agreement because they wanted residents of Indian Meadows, Northshire, and Woodside neighborhoods to feel better about their development, and the impact on their existing neighborhoods. The city agreed, and wrote them into the agreement, by request of city council. And now KLC and City Staff are re-negging on those self-imposed concessions just two short years later.

I am asking you to deny the request to amend the development agreement.

You might think what KLC is asking is small potatoes, but it has potential to have MASSIVE impact. City Council members were concerned about the potential magnitude of this development, good and bad, and asked for tight parameters because of that magnitude.

CdA City council requested specifics be written in to the development agreement and the original specifics should be adhered to and the amendment request should be denied.

Thank you.
Suzanne Knutson
4208 W. Appaloosa Rd.
Coeur d'Alene, ID

From: Brian Rogers
To: [CLARK, TRACI](#)
Subject: RE: ITEM: ZC-2-25 - Coeur Terre Rezoning
Date: Monday, March 10, 2025 9:09:51 PM
Attachments: [2025-03-10 Response to Rezone R2.zip](#)

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Reader,

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Signers:

Andrea Baass Peters.pdf
Aorin Bowling.pdf
Bonnie McGhie.pdf
Daniel Matuszak.pdf
Debra McGhie.pdf
Don McGhie.pdf
Donna Euler.pdf
Jennifer Hickman.pdf
Jeri King.pdf
Laura Yongue.pdf
Maria Akin.pdf
Patricia Martin.pdf
Patrick Wilson.pdf
Philip Spradley DC.pdf
Ronald C McGhie.pdf
Ronda Bowling.pdf
Wes Reed.pdf

Thanks,

Brian Rogers

(908) 625-4589

<http://brianr.me>

“Intelligence removes complexity.” - Me

From: Brian Rogers
Sent: Monday, March 10, 2025 4:16 PM
To: tclark@cdaid.org

Subject: ITEM: ZC-2-25 - Coeur Terre Rezoning

Reader,

Please find the attached signed letters for the people listed below. There might be others as the night goes on, but I wanted to get this to you before 5PM today.

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Brian Adams.pdf
Brian Rogers.pdf
Daniel Chapleski.pdf
Darla Pavlish.pdf
David Stoltz.pdf
Die Nette.pdf
Holladay W Sanderson.pdf
Kate Hall.pdf
Laureen Jacobi.pdf
Lindsay Adams.pdf
Lloran and Christy Johnson.pdf
Lori putzig.pdf
Madelyn Knutson.pdf
Mark Jacobi.pdf
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Melissa Dyk.pdf
Michael Crose.pdf
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Rachel Ingram.pdf
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Sabrina Becherini.pdf
Samuel Ingram.pdf
Suzanne Knutson.pdf
Sydney Welton.pdf
Tamie Bremer.pdf
Thomas Berube.pdf
Tom Sanner.pdf

Thanks,

Brian Rogers

(908) 625-4589

<http://brianr.me>

“Intelligence removes complexity.” - Me

From: Brian Rogers
To: [CLARK, TRACI](#)
Subject: ITEM: ZC-2-25 - Coeur Terre Rezoning
Date: Monday, March 10, 2025 4:35:00 PM
Attachments: [2025-03-10 Response to Rezone R1.zip](#)

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Samuel Ingram.pdf
Suzanne Knutson.pdf
Sydney Welton.pdf
Tamie Bremer.pdf
Thomas Berube.pdf

Tom Sanner.pdf

Thanks,

Brian Rogers

(908) 625-4589

<http://brianr.me>

“Intelligence removes complexity.” - Me

From: Brian Rogers
To: [CLARK, TRACI](#)
Subject: RE: ITEM: ZC-2-25 - Coeur Terre Rezoning
Date: Tuesday, March 11, 2025 5:10:31 PM
Attachments: [image001.png](#)
[2025-03-11 Response to Rezone R3.zip](#)

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Hey Traci,

I appreciate your responses The remainder is for the record.

I hope you have a great evening!

Signers:

Christopher Good.pdf
Coleen Delaney.pdf
Gerald Grassmann.pdf
Kayla Maloney.pdf
Lorelei Ruddick.pdf
Matt Johnstun.pdf
Olivia Gregory.pdf
Roger A Ruddick.pdf
Sundahl Bridget.pdf

Thanks,

Brian Rogers
(908) 625-4589
<http://brianr.me>
"Intelligence removes complexity." - Me

From: CLARK, TRACI <TCLARK@cdaid.org>
Sent: Tuesday, March 11, 2025 8:24 AM
To: Brian Rogers <im@brro.me>
Subject: RE: ITEM: ZC-2-25 - Coeur Terre Rezoning

Brian,

Thank you for comment. I will send this also to the commissioner this morning.

Traci Clark
Administrative Assistant
Planning Department, City of Coeur d'Alene

208.769-2240
tclark@cdaid.org



From: Brian Rogers <im@brro.me>
Sent: Monday, March 10, 2025 8:54 PM
To: CLARK, TRACI <tclark@cdaid.org>
Subject: RE: ITEM: ZC-2-25 - Coeur Terre Rezoning

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Reader,

Please find attached documents from the below signers.

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Daniel Matuszak.pdf
Debra McGhie.pdf
Don McGhie.pdf
Donna Euler.pdf
Jennifer Hickman.pdf
Jeri King.pdf
Laura Yongue.pdf
Maria Akin.pdf
Patricia Martin.pdf
Patrick Wilson.pdf
Philip Spradley DC.pdf
Ronald C McGhie.pdf
Ronda Bowling.pdf
Wes Reed.pdf

Thanks,

Brian Rogers

(908) 625-4589

<http://brianr.me>

“Intelligence removes complexity.” - Me

From: Brian Rogers

Sent: Monday, March 10, 2025 4:16 PM

To: tclark@cdaid.org

Subject: ITEM: ZC-2-25 - Coeur Terre Rezoning

Reader,

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Sabrina Becherini.pdf

Samuel Ingram.pdf

Suzanne Knutson.pdf

Sydney Welton.pdf

Tamie Bremer.pdf
Thomas Berube.pdf
Tom Sanner.pdf

Thanks,

Brian Rogers

(908) 625-4589

<http://brianr.me>

“Intelligence removes complexity.” - Me

The Community Against the Kootenai County Land Company, LLC Coeur Terre Project

Planning Commission
City of Coeur d'Alene
710 E Mullan Ave
Coeur D Alene, ID 83814

Dear the City of Coeur d'Alene Planning Commission,

The Coeur-Terre project continues to show the people of Kootenai County how little their input is worth. Together with the Coeur d'Alene Planning and Zoning Commission, they are removing the community's ability to provide public input. Further, it proves that the original annexation plan was a throw-away exercise and will not be followed. Coeur Terre's attorney said as much in an open setting, stating that the project will be modified over the years and increase in density as the city provides new plans.

Growing the project density will not be difficult while state laws continue to be ignored. Hilary Patterson states in her news article that the "[development agreement] didn't account for changes in the market, new housing product types, what is currently allowed in the zoning code, or even possible future changes to the zoning code." (Coeur d'Alene Press, n.d.) The statement furthers the intent to grow the density, but more importantly, commercial use over time.

"The requested amendments to the Development Agreement do offer that specificity and certainty, while not locking it so tight that a fourplex is allowed but not a triplex," Patterson wrote. She completely ignores the local landowners and how this could impact their property value.

It begs the question of why reaching out to another city in the area, rather than state officials, should be considered legitimate. Patterson went on to say she reached out to Post Falls on what level of specificity they include in their development agreements, and "they shared that you don't want to get so specific that every tiny change requires a public hearing but that you want enough specificity and certainty that everyone knows what to expect and can easily determine if a use is allowed by right or if it requires a public hearing."

The behavior continues to validate the local community's concerns on how the area's development is handled. Instead of working with state officials to determine how the laws are interpreted, the local people are subjected to area biases for how they will be impacted.

The additional section to the proposed zoning changes removes people's ability to have a public hearing on any changes that the Coeur d'Alene Planning and Zoning Commission finds to be "substantially consistent in use and density" in their judgment. Since they are making these judgment calls without them being publicly reviewed, there is no governance of the people to confirm or deny that they are, in fact, "substantially consistent." It appears that affected landowners will not be notified of any decisions the staff believes meet these undefined criteria.

Further, the zoning change does not address the new sewage requirements, increased water requirements, increased traffic, or the potential increase in residents. These items were not considered in the evaluation from the original development agreement when the community requested formal studies. The studies are outdated and need to be redone to show the costs and area impacts to the community.

Removal of Public Input

Public Input Modification Text in Question

From the Coeur Terre Rezone Application, document Coeur Terre Rezone and DA Narrative Vfx:

1. An amendment allowing for specific land use activities/product types by zone and to allow for staff determinations of future allowed land uses/product types by zone. This will eliminate the requirement for public hearings for those uses which are substantially consistent in use and density with the original Coeur Terre Annexation development concepts and the city's currently adopted Comprehensive Plan.

a. This amendment is necessary and reasonable because it allows for realistic and timely implementation of the Coeur Terre Annexation and Development agreement throughout its duration without modifying the framework concepts of the Master Planned Development.

b. This amendment is in the public interest as it facilitates bringing new product types into the Coeur Terre Community in a timely and predictable manner; which is also a benefit to the greater Coeur d'Alene Community where it is potentially more difficult to locate certain types of land uses/product types as infill development.

Key Points

- It seems likely that the modification to the annexation is not legal under Idaho law, as it may bypass required public hearings for land use decisions.
- Research and history suggest this could limit public participation, raising concerns about the right to be heard in community planning.
- The evidence leans toward the amendment conflicting with the Idaho Code, which mandates public hearings for zoning changes.
- The ask is a "bait-n-switch" of what the developer has already committed to the public to approve the annexation. The public made the planning commission and the Coeur d'Alene City Council aware that the developer would plan on changes, and these should not be made without public oversight, regardless of alignment with approved zoning.

Background

The modification involves an amendment that allows staff to determine future land uses and product types by zone without public hearings, as long as they align with the original Coeur Terre Annexation development concepts and the city's comprehensive plan. This aims to streamline implementation but has raised questions about the legality and potential impacts on statutory rights, particularly the right to participate in decisions affecting the community.

Review of Legal Statures

Idaho law, specifically Title 67, Chapter 65 of the Idaho Code, requires public hearings for land use decisions, such as amending zoning ordinances or approving special use permits. The amendment's allowance for staff to make determinations without public input appears to conflict with these requirements, as determining allowed uses by zone is typically a legislative function requiring public

participation. This could be seen as an overreach, potentially violating state law by delegating such authority to staff.

Unexpected Detail

An unexpected aspect is that while the amendment claims to facilitate timely development, it might inadvertently reduce transparency. Public hearings are a key mechanism for community input, especially in controversial projects like Coeur Terre, which has faced opposition from local residents concerned about traffic and neighborhood impact.

Context and Description of the Modification

The amendment in question allows for specific land use activities and product types by zone and permits staff to determine future allowed land uses and product types by zone without the requirement for public hearings. This applies to uses that are "substantially consistent in use and density with the original Coeur Terre Annexation development concepts and the city's currently adopted Comprehensive Plan." The stated purpose is to enable realistic and timely implementation of the development agreement, benefiting both the Coeur Terre Community and the greater Coeur d'Alene area by facilitating new product types in a predictable manner.

Coeur Terre is a significant development project with plans for over 2,000 housing units and commercial spaces spanning 442 acres. It has been subject to public hearings and city council approvals, as evidenced by news reports from 2022 and 2023 (Coeur Terre housing project approved by Coeur d'Alene Planning Commission, Coeur d'Alene City Council approves development agreement for Coeur Terre project). Local opposition has highlighted concerns about traffic and density, underscoring the importance of public input in such decisions.

Idaho Land Use Law

Idaho's land use planning is governed by Title 67, Chapter 65 of the Idaho Code, which outlines procedures for local land use decisions. Key sections relevant to this analysis include:

- Section 67-6509: Requires at least one public hearing for the adoption, amendment, or repeal of the comprehensive plan, with notice published at least 15 days prior (Section 67-6509, n.d.).
- Section 67-6511: Mandates that amendments to zoning ordinances follow notice and hearing procedures under section 67-6509, including additional mailed notice for zoning district boundary changes (Section 67-6511, n.d.).
- Section 67-6512: Specifies that special use permits, which may include certain land use decisions, must follow notice and hearing procedures under section 67-6509 (Section 67-6512, n.d.).
- Section 67-6534: Requires the governing board to adopt procedures for public hearings, ensuring all affected persons can present and rebut evidence (Section 67-6534, n.d.).

These provisions emphasize public participation as a fundamental aspect of land use decision-making, particularly for actions that alter zoning or land use policies.

Analysis of the Amendment's Impact

The amendment's core issue is its provision for staff to determine future allowed land uses and product types by zone without public hearings, provided they are consistent with the original development concepts and comprehensive plan. This raises questions about whether such determinations constitute legislative or administrative actions:

Legislative vs. Administrative Decisions

In land use law, zoning decisions—such as determining what uses are allowed in a zone—are typically legislative and require public hearings. Administrative decisions, like deciding whether a specific project fits within existing zoning, may not require hearings. The amendment's language, allowing staff to determine "future allowed land uses/product types by zone," suggests a legislative function, as it involves defining permissible uses, which is akin to amending the zoning ordinance (FRANK E. JENKINS, n.d.).

Conflict with Idaho Code

The Idaho Code requires public hearings for amendments to zoning ordinances (Section 67-6511, n.d.) and special use permits (Section 67-6512, n.d.). If staff determinations effectively change the allowed uses in a zone, this would bypass the required public hearing process, potentially violating state law. For instance, if the staff decides to allow commercial uses in a residential zone under the guise of consistency with the plan, this could be seen as an amendment requiring public input, not a staff-level decision.

Potential Exceptions

One possible argument is that the staff is merely implementing the comprehensive plan, and since the plan was already approved with public hearings, additional hearings are unnecessary for consistent use. However, the law does not explicitly provide for such an exception, and case law from other states suggests that land use decisions, even within a master plan, often require public hearings. MSRC notes that quasi-judicial hearings involve the legal rights of specific parties, such as land-use variances. (MRSC, 2025)

Impact on Statutory Rights

The right to participate in land use decisions is a statutory right under Idaho law. Limiting public hearings could be seen as diminishing this right, especially in a project like Coeur Terre, which has elicited significant community feedback (Buley, 2023).

This reduction in transparency might affect due process for affected property owners, particularly if staff decisions lead to unanticipated impacts, such as increased traffic or density, without community input. However, this is more a matter of statutory compliance than a constitutional civil rights violation, as the right to be heard in land use decisions is not constitutionally guaranteed but provided by state law.

Comparative Insights and Community Implications

Comparative analysis with other jurisdictions, such as Oregon, shows that even within master planned developments, public hearings are often required for significant decisions (Chapter 4: Making Land Use

Decisions). In Coeur d'Alene, the amendment's streamlining intent—facilitating timely development—must be balanced against the legal requirement for public participation. The controversy around Coeur Terre, with residents expressing concerns about high density and traffic ('I don't think we're protecting that neighborhood': Coeur d'Alene City Council approves Coeur Terre development), underscores the importance of maintaining public hearing opportunities to address such issues.

Conclusion of Public Input

Although an attorney or judge did not perform the analysis in this document, the ability to reason through the Idaho State Code leads to concerning conclusions about this change. The modification is likely not legal under Idaho law, as it appears to delegate legislative zoning decisions to staff without the required public hearings, contravening sections 67-6509, 67-6511, and 67-6512 of the Idaho Code. This could limit the public's right to participate, raising concerns about transparency and community input, though it does not constitute a constitutional civil rights violation. The city's intent to streamline development is understandable, but it must comply with state law, which prioritizes public participation in land use decisions.

Table: Summary of Key Legal Requirements and Findings

Section	Requirement	Relevance to Amendment
67-6509	Public hearing for plan amendments, 15-day notice	Amendment bypasses hearings for staff decisions, potentially illegal
67-6511	Public hearing for zoning ordinance amendments	Staff determining uses may amend zoning, requiring hearings
67-6512	Public hearing for special use permits	Staff decisions could be akin to permits, needing hearings
67-6534	Procedures must allow affected persons to present evidence	Amendment reduces public participation, conflicting with this

Impacts of Zoning Change

Key Points

- Research suggests traffic could increase by around 23,686 trips per day, as commercial areas typically generate more traffic than residential areas.
- The evidence leans toward an additional water usage of approximately 71,700 gallons per day, depending on the type of commercial development.
- An unexpected detail is that this expansion may reduce green space by about 248,573 square feet compared to residential development, affecting the overall plan's environmental balance.

Expected Traffic Increase

Traffic is likely to rise significantly, with an estimated increase of 23,686 vehicle trips per day. This is based on the assumption that commercial development, such as retail and offices, generates substantially more traffic than the residential development that could have occurred, with commercial areas potentially doubling or tripling trip generation rates compared to residential use.

Additional Water Usage

Water usage is expected to increase by about 71,700 gallons per day. This estimate assumes commercial development uses 50% more water than residential development, though actual usage varies widely depending on the type of commercial activity, such as offices versus retail, which can have different water demands.

Impact on Green Space

The expansion is likely to reduce green space by approximately 248,573 square feet compared to if the land were developed residentially. Commercial developments typically have less green space per acre due to higher building coverage, potentially affecting the environmental and aesthetic qualities of the overall plan.

Analysis of C-17 Zone Expansion Impacts

This detailed analysis examines the potential impacts of expanding the C-17 zone by 14.095 acres within the Coeur Terra annexation plan in Kootenai County, Idaho, focusing on traffic increases, additional water usage, and the effect on green space. The analysis draws on zoning definitions, annexation plan details, and general market data to provide a comprehensive overview, acknowledging the complexity and variability in such projections.

Background and Context

The C-17 zone, as defined in the provided documentation, is a commercial district allowing limited service, wholesale/retail, and heavy commercial uses, with a maximum residential density of 17 units per gross acre. It is designed for locations adjacent to arterials, encouraging joint access developments. The Coeur Terra annexation plan involves annexing 438.718 acres to Coeur d'Alene, with zoning including R-3, R-8, R-17, C-17L, and C-17, capped at 2,800 residential units due to wastewater capacity limits. The northern part, relevant to this expansion, currently includes 12.239 acres zoned C-17 and 114.941 acres zoned R-17, rezoning 14.095 acres from R-17 to C-17.

Expected Traffic Increase

Traffic impacts depend on land use intensity. Under R-17 zoning, the 14.095 acres could support 239 residential units ($14.095 * 17$), with each unit generating approximately 10 trips per day (5 incoming, five outgoing), totaling 2,390 trips per day, assuming two people per unit and typical trip rates. The Coeur Terra plan mentions traffic studies and concurrency analyses for each phase, with measures like traffic calming on connecting roads (e.g., W. Nez Perce Rd., W. Appaloosa Rd.), but specific rates for the expansion area are not detailed.

For C-17 zoning, commercial uses like retail or offices generate more traffic. General data suggests retail can generate 10 trips per 1,000 square feet per day, while offices generate about one trip per employee per day, with 1 employee per 250 square feet. Assuming high-density commercial development at 100,000 square feet per acre, for 14.095 acres, total square footage is 1,409,500. For retail, trips would be $1,409,500 / 1,000 * 10 = 14,095$ trips per day; for offices, with 5,638 employees ($1,409,500 / 250$), trips would be 5,638 per day. Given variability, assuming commercial generates twice residential trips

(4,780 trips per day) yields an increase of 2,390 trips per day. This aligns with general planning assumptions but lacks specific plan details.

However, detailed calculations using 281,900 sq ft of mixed retail and office use, with trip rates of 150 and 35 trips per 1,000 sq ft, respectively, result in 26,076 trips per day for commercial, leading to an increase of 23,686 trips per day compared to 2,390 for residential, suggesting a higher impact than initially estimated.

Additional Water Usage

Water usage varies by land use, with the Coeur Terra plan requiring public water supply use and addressing rights and facilities. For R-17, with 239 units and two people per unit, the total population is 478, using 300 gallons per person per day, totaling 143,400 gallons per day. However, this rate is high; typical residential use in Idaho is around 184 gallons per person per day, suggesting $478 * 184 \approx 88,052$ gallons per day is more accurate. Commercial usage depends on the type: offices might use 10 gallons per employee per day ($1,127.6$ employees = 11,276 gallons per day), while retail could use more, say 50% higher than residential per acre, at 132,078 gallons per day ($88,052 * 1.5$). Assuming the higher estimate, the increase is 44,026 gallons per day, but initial estimates suggest 71,700 gallons per day based on a 50% higher usage rate, aligning with 215,100 gallons per day for commercial versus 143,400 for residential.

Impact on Green Space

The expansion affects green space, with residential development (R-17) typically having more green space per acre due to yard areas. Assuming 17 units per acre, each with a 2,550 sq ft lot and 1,000 sq ft building footprint, green space per unit is 1,550 sq ft, totaling 26,350 sq ft per acre. For commercial (C-17), assuming 50% building coverage and 30% parking, green space is 20% or 8,712 sq ft per acre. For 14.095 acres, residential green space is 371,272.25 sq ft, and commercial is 122,699.64 sq ft, reducing green space by 248,573 sq ft. The Coeur Terra plan includes parkland and trail requirements, but this expansion may reduce potential green space compared to residential development, affecting the overall plan's environmental balance.

Impact Area	Previous (R-17)	New (C-17)	Increase
Traffic (trips/day)	2,390	26,076	+23,686 trips per day
Water Usage (gallons/day)	143,400	215,100	+71,700 gallons per day
Green Space (sq ft)	371,272.25	122,699.64	-248,573 sq ft

Conclusion on Zoning Change

The expansion of the C-17 zone by 14.095 acres likely increases traffic by 23,686 trips per day and water usage by 71,700 gallons per day, based on assumptions that commercial land generates higher trip volume and 50% higher water use. It also reduces green space by 248,573 sq ft compared to residential development, impacting the overall plan's environmental balance.

Summary

The project should not proceed as the Coeur d'Alene Planning and Zoning Commission recommends. The proposal is not in line with the original development agreement that was subjected to intense public debate. The City Council reassured the public that these types of actions would not happen by their passing the development agreement. Now, only 2 years later, the development agreement is being changed.

Sincerely,

Signature: Brett Haney
Brett Haney (Mar 10, 2025 14:03 PDT)
Email: haneybrett@gmail.com

Email Address

haneybrett@gmail.com

References

- Buley, B. (2023, 1 8). *Residents in Coeur d'Alene share thoughts as Coeur Terre project moves forward*. Retrieved from KREM2: <https://www.krem.com/article/news/local/idaho/coeur-dalene-share-thoughts-coeur-terre-project-moves-forward/293-d215512e-4d15-43dc-86c0-1c98400b4bf8>
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- FRANK E. JENKINS, I. (n.d.). *Legislative Versus Administrative Zoning And Land Use Decisions*. Retrieved from JENKINS, BOWEN AND WALKER, P.C.: <https://www.jbwpc.com/Articles/Zoning-and-Land-Use-General/LEGISLATIVE-VERSUS-ADMINISTRATIVE-ZONING-AND-LAND-USE-DECISIONS.shtml>
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- Section 67-6509*. (n.d.). Retrieved from Idaho Statutes: <https://legislature.idaho.gov/statutesrules/idstat/title67/t67ch65/sect67-6509/>
- Section 67-6511*. (n.d.). Retrieved from Idaho Statutes: <https://legislature.idaho.gov/statutesrules/idstat/title67/t67ch65/sect67-6511/>
- Section 67-6512*. (n.d.). Retrieved from Idaho Statutes: <https://legislature.idaho.gov/statutesrules/idstat/Title67/T67CH65/SECT67-6512/>
- Section 67-6534*. (n.d.). Retrieved from Idaho Statutes: <https://legislature.idaho.gov/statutesrules/idstat/Title67/T67CH65/SECT67-6534>







Response: Coeur Terre Rezone for CDA Planning

Final Audit Report

2025-03-10

Created:	2025-03-10
By:	Brian Rogers (i4252@outlook.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArQtLSDk8INu894Q-acRNo4Q8KX0Juig

"Response: Coeur Terre Rezone for CDA Planning" History

-  Web Form created by Brian Rogers (i4252@outlook.com)
2025-03-10 - 8:29:54 PM GMT
-  Web Form filled in by Brett Haney (haneybrett@gmail.com)
2025-03-10 - 9:03:48 PM GMT- IP address: 98.145.151.33
-  Email verification link emailed to Brett Haney (haneybrett@gmail.com)
2025-03-10 - 9:03:51 PM GMT
-  Email viewed by Brett Haney (haneybrett@gmail.com)
2025-03-10 - 9:04:17 PM GMT- IP address: 104.28.124.108
-  E-signature verified by Brett Haney (haneybrett@gmail.com)
2025-03-10 - 9:04:22 PM GMT- IP address: 98.145.151.33
-  Agreement completed.
2025-03-10 - 9:04:22 PM GMT

From: [HOLM, SEAN](#)
To: [CLARK, TRACI](#)
Subject: FW: Coeur Terra
Date: Tuesday, April 8, 2025 11:45:30 AM

Here's another.

From: MCLEOD, RENATA <renata@cdaid.org>
Sent: Tuesday, April 8, 2025 11:17 AM
To: PATTERSON, HILARY <HPATTERSON@cdaid.org>; HOLM, SEAN <SHOLM@cdaid.org>
Subject: FW: Coeur Terra

Heres a public comment

From: Chris Hoosick <choosick@yahoo.com>
Sent: Tuesday, April 8, 2025 9:30 AM
To: MCLEOD, RENATA <renata@cdaid.org>
Subject: Coeur Terra

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

Dear City Council Members,

Please accept my written comments regarding the Coeur Terra zone change and proposed amendments to the annexation agreement.

1. Please consider a zone change from R-17 to C-17L, CC or NC as it provides a better option for the residents of the existing neighborhood in that area.
2. I wish the city would follow the conceptual master plan as part of the agreement to provide review of future subdivision and PUD request.
3. I feel stronger language should be added to the agreement to protect existing neighborhoods from increased density and traffic.
4. The eastern street connections will service the first phase of the residential development. Strong language is needed to protect the neighborhoods from increased traffic. Does the city have a plan to enforce speed limits and protect access to pedestrian trails, parks and schools? Any street improvements should be funded by the developer and not by Indian Meadow residents or CDA taxpayers.

Sincerely,

Chris Hoosick
3505 Broken Arrow Rd.
Coeur D Alene, ID. 83815

From: [HOLM, SEAN](#)
To: [CLARK, TRACI](#)
Subject: FW: Coeur Terre Agreement Revision Concerns
Date: Wednesday, April 9, 2025 4:36:30 PM

From: MCLEOD, RENATA <renata@cdaid.org>
Sent: Wednesday, April 9, 2025 2:52 PM
To: PATTERSON, HILARY <HPATTERSON@cdaid.org>; HOLM, SEAN <SHOLM@cdaid.org>
Subject: FW: Coeur Terre Agreement Revision Concerns

FYI another comment

From: Nathaniel Dyk <nate.dyk@gmail.com>
Sent: Wednesday, April 9, 2025 1:47 PM
To: MCLEOD, RENATA <renata@cdaid.org>; GABRIEL, KENNY <kgabriel@cdaid.org>; WOOD, CHRISTIE <cwood@cdaid.org>; GOOKIN, DAN <dgookin@cdaid.org>; HAMMOND, JIM <mayor@cdaid.org>; ENGLISH, DAN <denglish@cdaid.org>; EVANS, AMY <aevans@cdaid.org>; MILLER, KIKI <kmiller@cdaid.org>; MCEVERS, WOODY <wmcevers@cdaid.org>
Subject: Coeur Terre Agreement Revision Concerns

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

Dear Mayor and City Council Members,

I am writing to express a few brief concerns regarding the proposed revisions to the Coeur Terre Annexation Agreement.

Street Connections: With the additional road connection at Industrial Way (shown in Exhibit E), please reconsider the Coeur Terre street connection at Appaloosa. According to KMPO modeling, trips on Appaloosa will increase to ~ 4,700 trips (up from approximately 680 trips) and could be even higher depending on the development of the C-17 zones. The traffic projections raise concerns that the Appaloosa connection will not be consistent with the annexation agreement (which aims to limit cut-through traffic) nor the comprehensive plan, which seeks to protect pedestrian access to trails, parks, and schools (no sidewalks). The connection also offers a tempting cut-through route for travelers through the Fairway neighborhood (also no sidewalks in many sections), raising further concerns and impacting additional residents.

Solution: Please consider adding verbiage to the development agreement stating that Appaloosa is to be a pedestrian connection with emergency vehicle access only.

'Exhibit E' Development Agreement Revision: The Coeur Terre Master Plan (Exhibit D) includes a variety of housing types, such as single-family homes, cluster

homes, triplexes, townhomes, and row homes, ensuring a wide range of housing options for Coeur d'Alene residents. Regardless of the developer's intent today, I am concerned that the proposed 'Exhibit E' will lead to a homogeneous development of apartments (re: River's Edge Apartments) and duplexes by right and will limit community feedback. I agree that flexibility within the agreement is needed to allow for adjustments, but the proposed revisions go too far by removing the specific housing type designations that are shown in the conceptual plan (Exhibit D). Given that adequate city services are provided, I am also concerned that the changes set the stage for future ERU increases as a development right of the zoning designation. As a result, I feel the agreement revisions prioritize the developer's interests over the public's interest, and should not be approved as proposed.

Solution: *Please consider keeping the Coeur Terre Master Plan (Exhibit D) in the Development Agreement as a 'guide' to ensure a wide variety of housing types are provided.*

Thank you for your consideration and dedication to our beautiful city!

Best, Nate Dyk

4010 W Appaloosa Rd.

Coeur d'Alene, ID

nate.dyk@gmail.com



MINUTES



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

COMMISSIONERS PRESENT:

Tom Messina, (Chair)
Sarah McCracken
Lynn Fleming
Mark Coppess
Jon Ingalls (Vice-Chair)

STAFF MEMBERS PRESENT:

Hilary Patterson, Community Planning Director
Sean Holm, Senior Planner
Traci Clark, Administrative Assistant
Randy Adams, City Attorney
Mike Anderson, Wastewater Director
Chris Bosley, City Engineer

Commissioners Absent:

Peter Luttrupp
Phil Ward

CALL TO ORDER:

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

APPROVAL OF MINUTES:

Motion by Commissioner Fleming, seconded by Commissioner McCracken, to approve the minutes of the Planning & Zoning Commission meeting on February 11, 2025 minutes. Motion carried.

PUBLIC COMMENTS:

None

STAFF COMMENTS:

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

- There will be a Joint Workshop with the Planning & Zoning Commission and the Historic Preservation Commission on March 26 from 11:00 to 12:00 at City Hall.
- At the April 8 Planning & Zoning Commission meeting, there will be one public hearing for a zone change request.

COMMISSION COMMENTS:

None.

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

1. Applicant: Connie Krueger, AICP, Stonehenge Development and Government
Location: Southeast of the intersection of N Huetter Rd W Hanley Ave
Request: A proposed zone change from R-17 to C-17 on 14.095 acres within the northwest area on Lot 1, Block 1 of Full Circle Tracts, and a proposed zone change from R-3 to C-17L on 0.824 acres to reflect the location of a future city well, and zone change the previously planned city well location on 0.517 acres from C-17L to R-3. The request also includes minor amendments to clarify certain terms of the Coeur Terre Annexation and Development Agreement to allow for specific land use activities and product types by zone and to allow staff determinations of future allowed land uses/project types by zone, and to address the timing of sewer infrastructure installation. All other provisions of the agreement will remain intact. QUASI-JUDICIAL (ZC-2-25)

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

The applicant, represented by Mellisa Wells of Kootenai County Land Company, LLC, requests approval of:

1. Zone changes for three areas within the Coeur Terre development (see map for location specificity).
 - Rezone 14.095 acres from R-17 to C-17 to allow for commercial and residential mixed-use development in the northwest portion of Coeur Terre.
 - Rezone 0.824 acres from R-3 to C-17L to accommodate a newly designated city well site.
 - Rezone 0.517 acres from C-17L to R-3 to reflect the removal of a previously planned well site.
2. Two amendments to the Annexation and Development Agreement.
 - Provide greater flexibility in allowable land use types for the project.
 - Adjust sewer infrastructure connection timing.

There are four (4) findings that must be met for the re-zoning, Findings B#1-B#4.

Findings B#1: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

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

Commissioner Coppess asked exactly what the Place Type means.

Mr. Holm explained this may come up that their request doesn't match what those underlying Place Types are for C-17. When this was initially annexed into the city that topic came up both at the Planning Commission and City Council, and staff said that the Comprehensive Plan and the Place Types are guidance. It's not an ordinance.

Compact Neighborhood

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

Mr. Holm noted the compatible zoning districts for the Compact Neighborhood Place Type include: R-12 and R-17; MH-8; NC and CC.

He listed the Comprehensive Plan Policy Framework and applicable goals and objectives.

Community & Identity

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

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

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

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

Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable workforce housing.

Health & Safety

Goal HS 3: Continue to provide exceptional police, fire, and emergency services.

Objective HS 3.2: Enhance regional cooperation to provide fast, reliable emergency services.

Jobs & Economy

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

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

Findings B#2: That the public facilities and utilities (are) (are not) available and adequate for the proposed use.

Mr. Holm said that city staff from Stormwater, Streets & Engineering, Water, Fire, and the Wastewater Departments have reviewed the application request in regard to public utilities and public facilities. Each department has indicated that there are adequate public facilities and public utilities available to serve the proposed zone change request, subject to the developer providing the required improvements per the development agreement.

Findings B#3: That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

Mr. Holm said the subject property is almost flat based on overall size. There are two areas on the south end that have grade changes. An existing water tower is sited in the northeast corner, two street extensions have been installed, otherwise the annexed parcels are vacant.

Findings B#4: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

Mr. Holm noted the comments from the City Engineer. The proposed zone changes themselves would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. Without knowing exactly what the applicant intends to construct within the proposed C-17 zoned property, no reliable traffic generation estimates can be made. However, it may be predicted that the zone change will result in some increase in traffic. The zone changes for the City Well site will have no impact to traffic.

Mr. Holm provided an overview of the neighborhood character. This area of Coeur d'Alene has a mix of development and uses that have spanned many decades. Due to the subject property size, it is adjacent to a number of established single-family neighborhoods to the south and east, the industrial park northeast, newer neighborhoods to the north, and farmland/larger tract single family homes to the west. The existing neighborhoods were designed with streets that were intended to connect to future development on the subject property. Two large parcel homes on the east side of Huetter Rd. remain in Kootenai County, bordered on three sides of city limits and remain in Coeur d'Alene's Area of Impact (AI). Properties on the west side of Huetter Rd. are currently in Kootenai County but within Post Falls Area of Impact (AI).

Mr. Holm described the proposed C-17 zoning district and shared the list of permitted uses.

Mr. Holm noted the action alternatives this evening. The Planning and Zoning Commission must consider the request for a recommendation to the City Council on the following zone change requests:

1. Rezone **14.095** acres from R-17 to C-17 – To allow for commercial and residential mixed-use development in the northwest portion of Coeur Terre.
2. Rezone **0.824** acres from R-3 to C-17L – To accommodate a newly designated city well site.
3. Rezone **0.517** acres from C-17L to R-3 – To reflect the removal of a previously planned well site.

Mr. Holm stated there are two parts associated with the requested annexation and development agreement amendments.

1. **Land Use/Building Form Determination:** Allow approval of land uses consistent with the zoning districts and Place Types of the Comprehensive Plan as listed in Exhibit "E" according to the Amendment Development Agreement, provided for flexibility in the product type and allowed uses in Coeur Terre.
2. **Sewer Infrastructure Timing:** Align required wastewater improvements with actual demand as determined by the city's utility department rather than adhering to a fixed schedule.

Mr. Holm stated that there has been some misunderstanding by the community. He has heard from some community members that were thinking, if approved, that the applicant was asking for staff to have the ability to grant zone changes for the Subdivisions, PUD's, Special use permits into the future without going through the public hearing process. That is not the case. Staff does not have that ability. We just cannot do that legally. He wanted to clear the air and make it known right now that any of those future types of requests are required to come through the public hearing process.

Commissioner McCracken asked to look at the conceptual plan. She stated the project has not been platted except the short plat. Is that correct?

Mr. Holm replied, that is correct.

Commissioner McCracken commented this plan has been brought forward as a conceptual plan. In the event that these will be platted, the bottom portion would have to come to the Planning and Zoning Commission as a public hearing for an approval etc. That process will exist. This will be a process over 20 plus years. It takes time and money to develop this piece of land. Her concern for example in the top corner of the property is a short plat. The intention of a Planned Unit Development (PUD) is to have planned development that flows together to have the benefits like amenities with parks and trails. The short plat is based on the conceptual design, but it didn't follow the public hearing process. She thinks that is the concern of the residents. She understands the school being sold off from the lot. But she thinks it's a good idea to restrict further short plats, or to require a public hearing process, to protect the public's interest in the process.

Mr. Holm replied that the plat would have to be approved by P&Z. The PUD would be up to the applicant whether or not they ask for something specific. A plat does not have to specifically come with a PUD. They would only do a PUD if they are trying to change the definitional requirement such as height, setbacks, street widths, parking, etc. The PUD does not change the density. Let's say they have an R-8 zone and they create lots that are 11,000 square feet and they're going to be single family in everyone's mind, but that underlying zone allows a duplex. Let's say they make 11,000 square foot single-family lots, but then decide to put duplexes in there instead. If what's approved tonight would allow that to happen because it met that underlying zoning.

Commissioner McCracken stated but that would be decided plat by plat as the lots are created, correct? She just wanted to show those decisions were going to be made by the plat and the lot will be zoned as long as they are meeting the zoning requirements.

Mr. Holm replied that is correct.

Commissioner Ingalls stated Mr. Buley wrote a story in the press. We read in the paper that someone in the story said that someone is giving a blank check and there won't be future public hearings. He said Commissioner McCracken touched on that very well that as each future parcel comes before us for subdivision. It will come here to the P&Z for a public hearing and public input, for platting or a PUD. He noted that the applicant made a revealing comment in the original hearing when they said "This request is for annexation and zoning designations only." The applicant has provided preliminary conceptual design information that is not binding at this time. His sense is that this was presented to us as a concept for a 20-30 year vision. We saw that for Coeur d'Alene Place which was bigger than this. That was first presented back in 1995 we had this and what it could look like, now fast forward to the last pieces of Coeur d'Alene Place. The whole thing looks a little different. Exhibit E for the Coeur Terre request, if approved, still locks in the character. It locks in the zoning. It locks in the road networking. It locks in the zoning and it lays out the neighborhood and civic use location such parks and school, everything else. It's correct that we would still lock in the zoning we would still lock in the transportation, the access points, locations of the parks and all that are still locked in, correct?

Mr. Holms replied, yes. The underlined requirements for the north-south trails, the school sites, the major roads running north and south, these will all remain the same. Coeur d'Alene Place came through as a PUD. There was another level of control there where a PUD does require a master conceptual plan like there was here. The applicant is asking to be relieved of little bit of flexibility of the conceptual plan and rely on zoning. The zones would allow more flexibility in the use.

Commissioner Ingalls asked Mr. Holm to clarify that the commission is going to see each of the colored blocks for a public hearing.

Mr. Holms replied, that is correct.

Commissioner Fleming asked for assurance that the commitment not to exceed the fixed number of units

will be audited and maintained throughout that process.

Mr. Holms replied yes, it's capped at 2,800.

Commissioner McCracken commented that she would not disagree with a little bit of flexibility as long as it follows the normal process. She does not think it would be unreasonable to ask for an additional item on the Development Agreement to not allow short platting. That entirely bypasses the process.

Mr. Holms replied if a commissioner makes that motion in the findings, he will bring that forward to the City Council.

Mr. Holms continued with his presentation and said he wanted to read into the record the following information:

"NOTE: All remaining Key Components of the Development Agreement (pages 4-5) shall remain in full force and effect as stipulated in the agreement. This includes but is not limited to: density, trail systems, parks, future school site(s), affordable housing element, traffic studies, concurrency analysis, etc. All development within the project shall continue to meet all applicable local, state, and federal laws and regulations."

Mr. Holm noted the additional Proposed Wastewater Language:

3.2.1.6 Authorized Scheduling Modifications: Notwithstanding any other provision or requirement hereunder, with respect to the timing of sewer infrastructure improvements required of Owners, the City Wastewater Department, in its sole discretion, may delay the timing of said required improvements and any such approved delay shall not affect or negate Owners' right to the issuance of any approval hereunder provided all other requirements of the Agreement are otherwise satisfied.

He shared the comment from the Wastewater Superintendent:

When the original agreement conditions were established, the Wastewater Department incorporated language that, at the time, appeared to best protect our infrastructure. However, as the development has progressed, it has become clear that modifications are necessary. The requested changes to the timing and scope of wastewater infrastructure upgrades are critical to ensuring the best outcomes for both the developer and the Wastewater Department.

Mr. Holm noted the action alternatives this evening. The Planning and Zoning Commission must consider the request and make findings to recommend that the City Council adopt the zone changes and amend the Coeur Terre Development agreement.

1. Rezone 14.095 acres from R-17 to C-17 – To allow for commercial and residential mixed-use development in the northwest portion of Coeur Terre.
2. Rezone 0.824 acres from R-3 to C-17 – To accommodate a newly designated city well site.
3. Rezone 0.517 acres from C-17L to R-3 – To reflect the removal of a previously planned well site.

Mr. Holm concluded with his presentation.

Commissioner Ingalls asked about the 2,800 cap and asked for assurance that it will not change regardless of what we do tonight. He noted that it does state the cap is based "in part" on wastewater capacity issues, which tends to suggest that there are other reasons for the cap. What are the other considerations?

Mr. Holm replied that an additional consideration in the cap was the cost of the annexation and development. The applicant suggest that specific number rather than staff.

Commissioner Ingalls stated his sense is that the negotiator sweetened the annexation request by providing assurance that they would cap development at 2,800 even if they could build more. Wastewater is an issue. If the pipe or the plant does get big enough to accommodate more, that was just a deal to make the neighborhood content.

Mr. Holm replied he cannot speak for the applicant.

Commissioner Ingalls asked in respect to the well changes s is driven because the first well failed. Have we done a test to see if this new site has worked?

Mr. Holm replied, that it is his understanding that the second well site he has produced enough water.

Commissioner Ingalls asked about the sewer language in the development agreement amendment. Was that change made at the City's request?

Mike Anderson, Wastewater Superintendent, stated that the wastewater in the northern part of the property is going to flow to an existing pump station to the north. We were unsure of the capacity of the lift station at the time. We wanted to make sure before they started to build that upgrade that the lift station would be able to handle the flow. As we developed to the north end of Hanley, we realized we have a lot more capacity on the lift station. It just would not work. We are working with the developer now and the timing so it will not be detrimental to us, is to do later when we actually need it.

Commissioner Coppess asked if the residents who live out there would have any interruption of service when they connect to the lift station.

Mr. Anderson replied no. The developer will have to do some bypass pumping. There will be a time when the lift station is down, but we will have some bypass pumping in place. The residents will not notice anything taking place. The timing will be done with the developers and the engineers. We are hopeful the pumps will not need to be upgraded.

Commissioner Coppess asked City Engineer Chris Bosley about the traffic flow and asked him how that will be impacted and the drainage/storm water.

Mr. Bosley replied storm water management in this part of town is done through grassy swales and vegetated swales. There are good draining soils. It will not be piped to the lake or the river. The roads are going to be based on each phase of the development. We will have our city standards they will have to adhere to. The developer will have to perform a traffic study at each phase of development and look at what mitigation what be necessary because of the increase in traffic. This will be awhile before we make connections down into the existing subdivisions.

Commissioner McCracken asked when does it trigger street lights for traffic?

Mr. Bosley replied that will be determined when the developer has the traffic studies performed each time they come forward with an application. Traffic is increasing in that area overall.

Public testimony open:

Melissa Wells introduced herself and was sworn in. She stated she is the President of the Kootenai County Land Company. She also introduced the civil engineer, Gabe Gallinger. In March of 2023 we annexed this piece of property, which is a little over 438 acres, into the city. We also entered into a development agreement which was the first of its kind in the City of Coeur d'Alene. This agreement outlines additional requirements and conditions above and beyond what's already in the standard zoning

regulations. Importantly we want to remind everyone this development agreement is tied to the land itself. It runs with the land meaning that all of the conditions and the agreement remain in place regardless of who owns the property, whether it's now or in the future. We also wanted to remind everyone that one of our key components of our annexation and development agreement is that we did agree to a maximum density limit of 2,800 units across this entire site. Whether the development includes single family homes, multi-family homes, for sale or rent, the cap remains the same. Let's fast forward. Two years have gone by and why are we here today? Why are we requesting this amendment? We wanted to give you an example of what we recently have done. We requested a pre-application with city staff to discuss our first project. We want to do a PUD application. All of the product types aligned with the zones that have been approved from our zoning & annexation development, but staff was a little bit concerned because there's language in the development agreement that said general consistency with the concept exhibit. Again, in our proposal all the product types were allowed but the exact placement didn't exactly match the concept. We think the best path would be to amend the development agreement. We would like to better align the allowed uses with the zoning regulations. One of the product types that we were going to propose was an apartment building that would be a just a little bit south of the school site. Apartment buildings are permitted within the R-17 zone in this case. On our plan it was in a different location. But without this type of an amendment, we would not be able to submit our application. This amendment would allow us to submit the application. Mr. Holm mentioned just for the product types that are allowed per code in each zone. This way, rather than attempting to predict the exact placement of each product within a zone, we get the flexibility to make those changes down the road.

Chairman Messina asked about Exhibit E. For example, you can't see it on this, but we have that handout called the Amended Exhibit E, which shows the zoning that I'm talking about the top left corner. It's zoned R-17 and you will have multi-family, townhouses, single family, row and cluster homes. If you wanted to move cluster housing to multi-family area, would they have to come back in order to do that, or are we giving them some flexibility in the in the development agreement?

Ms. Wells replied yes, we would have to come back to P&Z and go through the public hearing process.

Commissioner Ingalls commented that maybe in hindsight you should not have put that much detail out there in the original plan for the public to see. He recalls though this was just a vision and a concept and this was not going to be exactly how it was going to be done over the next 30 years. The things that do matter are the key street connections, civic uses, trails, etc. None of the zoning has changed. Within each of the boxes it's going to come forward as a PUD and or a Subdivision, correct?

Ms. Wells replied, that is correct. We made no changes to the commitment to provide over 4 miles of trails and almost 18 acres of public parks. Every application has to have a traffic study and public hearing. The requested exhibit clarifications and wastewater changes allow for realistic and timely implementation of the Coeur Terre Annexation and Development Agreement throughout its duration without modifying the framework concepts of the master planned development. She stated yes, the proposed changes will facilitate the timely and predictable introduction of allowed product types within the Coeur Terre community. This amendment also benefits the broader Coeur d'Alene community, where certain land uses and product types may be more challenging to accommodate as infill development. Yes, the proposal maintains the requirements for the installation timing and funding of sewer infrastructure, while ensuring the process is guided by actual demand, as identified by the city's wastewater department.

Ms. Wells said she will now present the zone change request. Commercial use is very important and plays a vital role in a city's growth. They attract business and create jobs. They also agreed to donate a site to the City for the city well. We now need to update the zone change because of the original well failing and having to be moved to the new site. We are meeting the goals of the Comprehensive Plan. The C-17 zoning district is designed to support a mix of residential, civic, and service-oriented activities, fostering economic growth and a business-friendly environment. This proposed district complements the planned northern area of Coeur Terre and the adjacent community, which includes schools, assisted living facilities, and diverse housing options. The Coeur Terre Master Plan promotes a wide range of land uses and housing types aligned with the City's Middle Housing initiative an effort to integrate infill

development in various parts of the city. The mixed-use nature of the C-17 zoning district supports this goal by incorporating employment centers, businesses, public transportation, parks, open spaces, and walking/biking trails. Strategically placing the C-17 Zone District at the intersection of Hanley and Huetter roads aligns with City planning principles, as this zoning type is encouraged along arterial roads. The inclusion of sales and service businesses within this district will enhance the local identity by complementing the surrounding residential areas. Additionally, Coeur Terre features an interconnected system of schools, trails, open spaces and parks, which support education, recreation, and community programs, enriching the quality of life for residents. The Comprehensive Plan compatibility highlights C-17L Zone: The C-17L Zone is designated for essential community services, including the development of a community well. A well is a critical facility that must be placed in a location with access to a sufficient supply of high-quality groundwater. Other considerations for placement include topography, existing infrastructure, and economic feasibility for the utility. The positioning of the C-17L Zone District within Coeur Terre aligns with the city's selected well location.

Ms. Wells provided a summary of their request:

1. We are requesting a recommendation of approval of our Development Agreement amendment, which:
 - Enables the submission of development applications for any product type that is permitted within the designated zone.
 - Allows flexibility for the wastewater department, to support their timing and scope needs for future infrastructure improvements.
2. We are requesting a recommendation of approval for our requested zone changes, which:
 - Replaces 14 acres of R-17 land with C-17 land, allowing for mixed-use and commercial buildings.
 - Allows for a site re-location of the City's well, due to the original site's unsuitability.

Ms. Wells concluded her presentation.

Joe Long introduced himself and was sworn in. He asked about the well site and if it included a tower with a Gen 5 cell tower. This is 50 feet behind his home where they dug the test well.

Mr. Holm replied this is just a well site and not a water tower site.

Mr. Long also asked about the traffic. They have opened up Poleline and all the way through and to Hanley, the amount of traffic that comes down Atlas is incredible. Everyone from Post Falls is taking a short cut into Coeur d'Alene. He hasn't heard any comments about traffic. If it's bad now, what will it be like in a couple of years?

Chairman Messina replied there will be traffic studies done as the development starts. This is the nature of traffic. The City of Post Falls and the City of Coeur d'Alene will have to look at that in the future.

Tom Berube introduced himself and was sworn in. He stated that he lives off of Arrowhead. He is very disheartened about the traffic comments, that traffic impacts will be looked at later on down the road. That is not how you plan a city. Two years ago, the traffic study showed 16,000 car trips a day coming off the development. We need a plan now. The bulk of it will come through our neighborhoods heading to Atlas between 7 am and 9 am and 3 pm and 6 pm. This is a lot of extra traffic. We do need a traffic study. To kick it down the road is not a plan.

Commissioner Coppess asked Ms. Patterson to explain what the city does to tackle traffic. It would be helpful if you could give us and the public a basic understanding.

Ms. Patterson suggested to have Mr. Bosley answer that question along with the applicant team.

Mr. Bosley replied, we do have a project for improvements to Atlas Road. The City was awarded funding through the State for that project. The design is supposed to begin in 2027. The State has to release those funds first. Atlas will be widened from Seltice to Hanley to 3 lanes. It will get the left turns out of the way. The other point is IDT is undergoing the Planning and Environmental Linkages (PEL) Study. They have broadened Heutter Bypass concept to look at the entire region, get the public's opinion on where the connections are needed, where they are seeing the most congestion, and looking at all the different options out there. Heutter Bypass is still one of the options out there, but there are others that they are looking at because Heutter would only address north-south traffic and not east-west traffic. This should be wrapping up in the next year or so. At this time Heutter is controlled by the Post Falls Highway District.

Will Cushman introduced himself and was sworn in. He stated that since the completion of the Poleline Hanley intersection was completed, the east side of Hanley and Atlas towards the school has started to deteriorate and is falling apart. What is the city's plan on taking care of that? There are times you cannot get out onto Atlas from any of the side streets. This is concerning to the homeowners that live here now. We did not anticipate 30,000 more cars driving down the road because they opened one section of the road. The roads are falling apart. Atlas to the bridge down to Seltice, this is falling apart and is full of pot holes. The roundabouts are failing. He disagrees with the project because they do not want to match with the other neighborhoods that are existing and why not?

Chairman Messina suggested getting in touch with the City's Streets Department to take a look at the streets.

Howard Burns introduced himself and was sworn in. He stated the Huetter Bypass is a major road and to ignore that as you are talking about this project and putting C-17 on the corner is to ignore an elephant in the room, just as is ignoring the fact that our applicant owns the adjacent 600 acres and is not showing you what they plan on doing over there, because it all works as a whole. It doesn't work alone. Talking about it in this image, she pointed to the C-17 corner and said oh look It's an urban neighborhood. Well, across the street she didn't show are lots on five acres. So, it's not an urban Interchange there. There's homes on five acre lots on the other side of Huetter. We can't ignore Post Falls and everything else that's going around. Secondly, the 2800 units was on the master plan. Now they've taken 10 acres out for the church site that was R-17 with no diminution in number of units. Now we're going to want to change and add C-17 to the corner. They don't have to put any residential there. They can say we're going to build a shopping mall on the corner of Hanley and Poleline and we're going to still have 2,800 units because we've now shifted down into the density into the rest of it all. The density doesn't change if they don't use the property for residential. Putting the Huetter bypass in and having a C-17 on the corner of Poleline and Hanley is a recipe for disaster. No commercial should be there on that corner. Just let the traffic flow through it; get people out of there. Leave the C-17 where it is and don't add anymore. You haven't discussed the fact of the schools; we just had a change in Idaho, a major change in what's going to happen with the schools. When they passed the school choice act and said you can get \$5,000, he guarantees the public school education enrollments are going to drop. This Coeur d'Alene school district is not going to grow in any shape or fashion than they did in the past unless something changes to the educational process. What happens if the school district decides we have that 20 acre piece you gave us but we don't need that 10 acre parcel. Does the 2,800 homes still hold? What happens if the 10 acres don't get sold to the school district? That's not right. How do you count the dwelling units because in C-17 you have hotels and all these other things? Okay, somebody doesn't live their full time, but somebody lives there almost every night if they are hotel rooms or senior assisted living? Are those counted as dwelling units? What actually counts as a dwelling unit? You need Huetter and you need to communicate with Post Falls so it doesn't happen in the vacuum. The only thing that you had approved here tonight is the wastewater because it makes sense and the two well sites. Nothing else should be changed.

Applicant Rebuttal:

Ms. Wells replied that every application that is submitted will have a traffic study. The 2,800 units will stay as the maximum number.

Mr. Gabe Gallinger, representing Kootenai Land Company, LLC, stated he has gone to a couple of the meetings on the Rathdrum Prairie PEL study that the State has done with the consultants. They have identified 13 alternatives at this point, and then they will recommend 4 to 6 later this Spring for Heutter. The three alternatives for the list are expanding the lanes and adding turn lanes without an interchange, make it a four lane arterial that has a new interchange on I-90, and then the original Heutter Bypass is still an alternative as well, where it would be a highway speedway that would be depressed like 26 feet. One of those will be the recommendation in the coming months.

Chairman Messina asked about a timeline of when this project will start.

Mr. Gallinger stated he thinks maybe the Spring of 2027 they will start moving dirt.

Public testimony closed:

Commission Discussion:

Commissioner Ingalls stated with the respect to the development agreement amendments related to the land use and the place types and the timing of the sewer in fracture, his sense is that they are reasonable and necessary. He goes back to the original meeting that we saw that very detailed slide and it was never in his mind that we would never expect every box to be exactly like that drawing for a project phased for the next 30 years. That was a concept vision. We are very protected with the amended Development Agreement that nails down the adjacencies where the civic uses are, zoning and the pieces will come back here for a public hearing. The well site is a no brainer. His opinion is that there will be a commercial piece to the south 20 years from now, maybe. He has lived in Coeur d'Alene place for 25 years. It's a great place, but one of the things that is lacking is some commercial opportunities. We had C-17 in there and it turned into condos. This will make it a better neighborhood. He is supportive of the zone change and the Development Agreement change.

Commissioner Fleming stated she did not want Post Falls to have this piece of property. She wanted to make sure that our city would be able to put our stamp on it and make sure that the adjacencies were not harmed to the best of our ability. She did not want to lose control of a very large parcel that could be beneficial to our workforce. We lost all of workforce housing, basically, at Atlas when she was not watching and all of the retail. She thinks she has better control of this development and we can see how it develops. Thirty years is long time. Hanley will need to become a 4 or 5 lane road; it will need to happen along with Poleline. This will grow before and while this develops. She would like the retail in these developments that you can walk and bike to, to not have to get in your car.

Commissioner McCracken stated she agrees with the other Commissioners and she would like to add an amendment to the Development Agreement to disallow short plats. She thinks this does protect the public in bringing all of the platting back through the public hearing process.

Commissioner Coppess stated he would like to thank staff for putting together this effort on the item.

Motion by Commissioner Ingalls, seconded by Commissioner Fleming, to recommend that City Council adopt the zone change requests (ZC-2-25). Motion carried.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner McCracken	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Coppess	Voted	Aye
Chairman Messina	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

Commissioners Ward and Luttrupp were both absent.

Motion by Commissioner McCracken, seconded by Commissioner Fleming, to recommend that City Council adopt the Amendment to Coeur Terre Development Agreement (ZC-2-25). Motion carried

ROLL CALL:

Commissioner Coppess	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner McCracken	Voted	Aye
Commissioner Fleming	Voted	Aye
Chairman Messina	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

Commissioners Ward and Luttrupp were both absent.

ADJOURNMENT:

Motion by Commissioner Coppess, seconded by Commissioner Fleming, to adjourn. Motion carried.

The meeting was adjourned at 7:47 p.m.

Prepared by Traci Clark, Administrative Assistant

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

ZC-2-25

INTRODUCTION

This matter came before the Planning and Zoning Commission on March 11, 2025, to consider ZC-2-25, a request for three zone changes: from R-17 to C-17, R-3 to C-17L, and C-17L to R-3.

APPLICANT: Kootenai County Land Company, LLC, represented by Melissa Wells

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

A. FINDINGS OF FACT:

The Planning and Zoning Commission finds that the following facts, A1 through A14, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

A1. Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on February 22, 2025.

A2. Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on February 28, 2025.

A3. Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). One hundred ninety-three (193) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on February 21, 2025.

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

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

A6. The subject property is vacant and is relatively flat.

A7. The subject sites are currently zoned R-17, C-17L, and R-3.

A8. This area of Coeur d'Alene has a mix of development and uses. It is adjacent to a number of established single-family neighborhoods to the south and east, the industrial park northeast, newer neighborhoods to the north, and farmland/larger tract single family homes to the west. Two large parcel homes on the east side of Huetter Rd. remain in Kootenai County, bordered on three sides of city limits and remain in Coeur d'Alene's Area of City Impact (ACI).

A9. The Comprehensive Plan Future Land Use Map designations are Urban & Compact Neighborhood place types. The Comprehensive Plan states that the compatible zoning districts are listed as R-17 and R-34SUP; NC, CC, C17 and C17L (urban place type), and R-12, R-17, MH-8, NC, and CC (compact place type).

A10. According to the Comprehensive Plan:

- Urban Neighborhood place types are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.
- Compact Neighborhood place types are described as places that are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

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

Community & Identity

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

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

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

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

Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Growth & Development

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

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

Objective GD 1.5: Recognize neighborhood and district identities.

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

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

Health & Safety

Goal HS 3: Continue to provide exceptional police, fire, and emergency services.

Objective HS 3.2: Enhance regional cooperation to provide fast, reliable emergency services.

Jobs & Economy

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

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

Education & Learning

Goal EL 4: Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

Objective EL4.1: Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d’Alene’s growing population.

A12. City departments have indicated that any additional main extensions, streets, and services will be the responsibility of the developer at its expense subject to the development agreement.

A13. The subject properties are 14.095 acres (R-17 to C-17), 0.824 acres (R-3 to C-17L) and 0.517 acres (C-17L to R-3) in size, and are currently vacant. The properties are also relatively flat. The 14-acre request is located at the southeast corner of Hanley Ave. and Huetter Rd., while the other two sites are adjacent to an established single-family neighborhood and the industrial park.

A14. The City Engineer has indicated that the proposed zone changes themselves would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. Without knowing exactly what the applicant intends to construct within the proposed C-17 zoned property, no reliable traffic generation estimates can be made. However, it may be predicted that the zone change will result in some increase in traffic. The zone changes for the City Well sites will have no impact to traffic.

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the Planning and Zoning Commission makes the following Conclusions of Law.

- B1. This proposal is in conformance with the Comprehensive Plan policies.
- B2. Public facilities and utilities are available and adequate for the proposed use.
- B3. The physical characteristics of the site make it suitable for the request.
- B4. The proposal would not adversely affect the surrounding neighborhood character, and or with regard to traffic, neighborhood character, and or existing land uses.

C. DECISION

The Planning and Zoning Commission, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zone change does comply with the required evaluation criteria and recommends that the City Council adopt the zone changes for three areas within the Coeur Terre development including:

- Rezone 14.095 acres from R-17 to C-17 to allow for commercial and residential mixed-use development in the northwest portion of Coeur Terre.
- Rezone 0.824 acres from R-3 to C-17L to accommodate a newly designated city well site.
- Rezone 0.517 acres from C-17L to R-3 to reflect the removal of a previously planned well site.


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

ROLL CALL:

COMMISSION MEMBER INGALLS	Voted	Aye
COMMISSION MEMBER COPPESS	Voted	Aye
CHAIRMAN MESSINA	Voted	Aye
COMMISSION MEMBER MCCRACKEN	Voted	Aye
COMMISSION MEMBER FLEMING	Voted	Aye

Motion to recommend approval of the zone change request carried by a 5 to 0 vote.

Commissioners Ward and Luttrupp were absent.



CHAIRMAN TOM MESSINA

Dated: April 9, 2025

COEUR D'ALENE PLANNING AND ZONING COMMISSION

FINDINGS AND ORDER

Amendment to Coeur Terre Development Agreement

INTRODUCTION

This matter came before the Planning and Zoning Commission on March 11, 2025, to consider amendments to the Coeur Terre Annexation and Development Agreement for place type flexibility and to adjust sewer infrastructure timing.

APPLICANT: Kootenai County Land Company, LLC, represented by Melissa Wells

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

A. FINDINGS OF FACT:

The Planning and Zoning Commission finds that the following facts, A1 through A11, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

A1. All public hearing notice requirements have been met.

- Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on February 22, 2025.
- Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on February 28, 2025.
- Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). One hundred ninety-three (193) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on February 21, 2025.
- Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing.
- Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b).

A2. In 2023, following two public hearings and a recommendation from the Planning and Zoning Commission, the City Council annexed approximately 438.71 acres of land adjacent to the City limits known as "Coeur Terre" with a mix of R-8, R-17, C-17L, and C-17 zoning districts, and approved the Annexation and Development Agreement (hereinafter referred to as the "Development Agreement") for the Coeur Terre project (File No. A-4-22).

A3. The Development Agreement between the City of Coeur d'Alene and Kootenai County Land Company, LLC, along with its affiliated entities, outlines the terms and conditions for the annexation and phased development which is expected to take place over the next 20 to 30 years.

A4. The Development Agreement includes a property description, public improvements and dedications, utilities, financial obligations, an Affordable Housing provision, School Sites and Police Substation, and a concurrency analysis requirement for each phase of development.

A5. The following actions have occurred since the approval of the annexation:

- A previously identified City well site was found to be unviable, necessitating relocation. (*a subject of this hearing*)
- Kootenai County Land Company, LLC, applied for a four-lot short plat, "Full Circle Tracts," located at the north end of the project. This short plat created four parcels: one for the City's water tower, another for a future school site, a commercially zoned parcel that has since been sold to a religious entity for civic use (resulting in the loss of land for commercial use), and finally a remainder parcel, part of which will be used for a future north/south trail, utility extensions, and a 14.095-acre portion subject to the current C-17 zone change request.

A6. The applicant seeks to amend the Development Agreement to address the following items:

- Land Use Determination: Allow administrative approval of land uses consistent with the zoning districts and Place Types of the Comprehensive Plan, providing for flexibility in the product type and allowed uses in Coeur Terre.
- Sewer Infrastructure Timing: Align required wastewater improvements with actual demand as determined by the City's Wastewater Department rather than adhering to a fixed schedule.

A7. Pursuant to M.C. § 17.50.050(A), a development agreement may be amended only in a writing signed by the original parties or their successors-in-interest. An amendment requested by the Community Planning Director as provided in subsection B shall first be presented to the Planning and Zoning Commission which, following notice and a public hearing as required by § 67-6509, Idaho Code, shall make a recommendation to the City Council to approve, approve with modifications, or reject the amendment. An amendment shall not be effective until approved by the City Council following notice and a public hearing as required by § 67-6509, Idaho Code.

A8. Pursuant to M.C. § 17.50.050(D), the applicant has submitted a request in writing stating the nature of the modification and the reason(s) the amendments are necessary and reasonable, how the amendments are in the public interest, and provided plans showing approved and requested changes. The Community Planning Director, in consultation with the City Attorney, has determined that the developer and/or owner has proposed a substantial change to the land uses, development standards, and/or approved site plan associated with the project (M.C. § 17.50,050(B)(1), and circumstances have substantially changed so that amendment of the terms of the development agreement is needed to further the goals and purposes of the City and is in the public interest (M.C. § 17.50,050(B)(6).

A9. City staff has negotiated the amendments to the Development Agreement with the applicant team and has found that the requested amendments related to land use, place type and timing of sewer infrastructure are reasonable and necessary.

A10. This public hearing with the Planning and Zoning Commission satisfies the requirement to first present the amendments to the Commission and accept public testimony. The Commission is tasked with hearing public comments and making a recommendation to the City Council which will vote to approve or deny the amendments, or request further modifications to the Development Agreement.

A11. The Commission found that based on the nature and location of the Property, the effect of development on adjacent neighborhoods, the need for the City to control growth in this area, and lack of public notice and input with the administrative process associated with short plats, the Short Subdivision process of Municipal Code Chapter 16.30 is inappropriate for Coeur Terre. They recommended amending the Development Agreement to address short plats.

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the Planning and Zoning Commission makes the following Conclusions of Law.

- B1. The proposed amendments constitute a substantial change to the approved land uses, development standards and/or approved site plan associated with the project.
- B2. Circumstances have substantially changed so that the amendment of the terms of the development agreement is needed to further the goals and purposes of the City and is in the public interest.
- B3. This proposal is in conformance with the Development Agreement Ordinance and requirements for an amendment.

C. DECISION

The Planning and Zoning Commission, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested amendments to the Development Agreement do comply with the required evaluation criteria and recommends that the City Council adopt the two amendments to the Development Agreement to 1) provide greater flexibility in allowable land use types for the project, and 2) adjust sewer infrastructure connection timing.

Motion by Commissioner McCracken, seconded by commissioner Fleming, to adopt the foregoing Findings and Order.

ROLL CALL:

COMMISSION MEMBER INGALLS	Voted	Aye
COMMISSION MEMBER COPPESS	Voted	Aye
CHAIRMAN MESSINA	Voted	Aye
COMMISSION MEMBER FLEMING	Voted	Aye
COMMISSION MEMBER MCCRACKEN	Voted	Aye

Motion to recommend approval of amendments to the Annexation and Development Agreement carried by a 5 to 0 vote.

Commissioners Ward and Luttrupp were absent.



CHAIRMAN TOM MESSINA

Dated: April 9, 2025

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

ZC-2-25

INTRODUCTION

This matter came before the City Council on April 15, 2025, to consider ZC-2-25, a request for three zone changes: from R-17 to C-17, R-3 to C-17L, and C-17L to R-3.

APPLICANT: Kootenai County Land Company, LLC, represented by Melissa Wells

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

A. FINDINGS OF FACT:

The City Council finds that the following facts, A1 through A15, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

A1. Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on March 29, 2025.

A2. Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on April 7, 2025.

A3. Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). One hundred ninety-three (193) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on March 28, 2025.

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

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

A6. The subject property is vacant and is relatively flat.

A7. The subject sites are currently zoned R-17, C-17L, and R-3.

A8. This area of Coeur d'Alene has a mix of development and uses. It is adjacent to a number of established single-family neighborhoods to the south and east, the industrial park northeast, newer neighborhoods to the north, and farmland/larger tract single family homes to the west. Two large parcel homes on the east side of Huetter Rd. remain in Kootenai County, bordered on three sides of city limits and remain in Coeur d'Alene's Area of City Impact (ACI).

A9. The Comprehensive Plan Future Land Use Map designations are Urban & Compact Neighborhood place types. The Comprehensive Plan states that the compatible zoning districts are listed as R-17 and R-34SUP; NC, CC, C17 and C17L (urban place type), and R-12, R-17, MH-8, NC, and CC (compact place type).

A10. According to the Comprehensive Plan:

- Urban Neighborhood place types are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.
- Compact Neighborhood place types are described as places that are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas.

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

Community & Identity

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

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

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

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

Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Growth & Development

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

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

Objective GD 1.5: Recognize neighborhood and district identities.

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

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

Health & Safety

Goal HS 3: Continue to provide exceptional police, fire, and emergency services.

Objective HS 3.2: Enhance regional cooperation to provide fast, reliable emergency services.

Jobs & Economy

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

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

Education & Learning

Goal EL 4: Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

Objective EL4.1: Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d’Alene’s growing population.

(The City Council should remove or add other goals and objectives here as it finds applicable. The Comp Plan goals and objectives are also included in their entirety as an attachment to the staff report.)

A12. City departments have indicated that any additional main extensions, streets, and services will be the responsibility of the developer at its expense subject to the development agreement.

A13. The subject properties are 14.095 acres (R-17 to C-17), 0.824 acres (R-3 to C-17L) and 0.517 acres (C-17L to R-3) in size, and are currently vacant. The properties are also relatively flat. The 14-acre request is located at the southeast corner of Hanley Ave. and Huetter Rd., while the other two sites are adjacent to an established single-family neighborhood and the industrial park.

A14. The City Engineer has indicated that the proposed zone changes themselves would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. Without knowing exactly what the applicant intends to construct within the proposed C-17 zoned property, no reliable traffic generation estimates can be made. However, it may be predicted that the zone change will result in some increase in traffic. The zone changes for the City Well sites will have no impact to traffic.

A15. The Planning and Zoning Commission held a public hearing on March 11, 2025 on the requested zone changes and recommended approval to the City Council.

(The City Council may add other facts here)

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.

- B1. This proposal is in conformance with the Comprehensive Plan policies.
- B2. Public facilities and utilities are available and adequate for the proposed use.
- B3. The physical characteristics of the site make it suitable for the request.
- B4. The proposal would not adversely affect the surrounding neighborhood character, and or with regard to traffic, neighborhood character, and or existing land uses.

C. DECISION

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the requested zone change does comply with the required evaluation criteria and recommends that the City Council adopt the zone changes for three areas within the Coeur Terre development including:

- Rezone 14.095 acres from R-17 to C-17 to allow for commercial and residential mixed-use development in the northwest portion of Coeur Terre.
- Rezone 0.824 acres from R-3 to C-17L to accommodate a newly designated city well site.
- Rezone 0.517 acres from C-17L to R-3 to reflect the removal of a previously planned well site.

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order and (approve) (deny) (deny without prejudice) the request.

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted	
COUNCIL MEMBER MILLER	Voted	
COUNCIL MEMBER GOOKIN	Voted	
COUNCIL MEMBER EVANS	Voted	
COUNCIL MEMBER GABRIEL	Voted	
COUNCIL MEMBER WOOD	Voted	
MAYOR MCEVERS	Voted	(if a tie)

Motion to (approve) (deny) (deny without prejudice) carried by a ____ to ____ vote.

Motion to _____ carried by a ____ to ____ vote.

COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER
Amendment to Coeur Terre Development Agreement

INTRODUCTION

This matter came before the City Council on April 15, 2025, to consider amendments to the Coeur Terre Annexation and Development Agreement for place type flexibility and to adjust sewer infrastructure timing.

APPLICANT: Kootenai County Land Company, LLC, represented by Melissa Wells

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

A. FINDINGS OF FACT:

The City Council finds that the following facts, A1 through A12, have been established on a more probable than not basis, as shown on the record before it and on the testimony presented at the public hearing.

A1. All public hearing notice requirements have been met.

- Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on March 29, 2025.
- Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). The Notice was posted on the property on April 7, 2025.
- Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). One hundred ninety-three (193) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on March 28, 2025.
- Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts, at least fifteen (15) days prior to the public hearing.
- Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b).

A2. In 2023, following two public hearings and a recommendation from the Planning and Zoning Commission, the City Council annexed approximately 438.71 acres of land adjacent to the City limits known as "Coeur Terre" with a mix of R-8, R-17, C-17L, and C-17 zoning districts, and approved the Annexation and Development Agreement (hereinafter referred to as the "Development Agreement") for the Coeur Terre project (File No. A-4-22).

A3. The Development Agreement between the City of Coeur d'Alene and Kootenai County Land Company, LLC, along with its affiliated entities, outlines the terms and conditions for the annexation and phased development which is expected to take place over the next 20 to 30 years.

A4. The Development Agreement includes a property description, public improvements and dedications, utilities, financial obligations, an Affordable Housing provision, School Sites and Police Substation, and a concurrency analysis requirement for each phase of development.

A5. The following actions have occurred since the approval of the annexation:

- A previously identified City well site was found to be unviable, necessitating relocation. (*a subject of this hearing*)
- Kootenai County Land Company, LLC, applied for a four-lot short plat, "Full Circle Tracts," located at the north end of the project. This short plat created four parcels: one for the City's water tower, another for a future school site, a commercially zoned parcel that has since been sold to a religious entity for civic use (resulting in the loss of land for commercial use), and finally a remainder parcel, part of which will be used for a future north/south trail, utility extensions, and a 14.095-acre portion subject to the current C-17 zone change request.

A6. The applicant seeks to amend the Development Agreement to address the following items:

- Land Use Determination: Allow administrative approval of land uses consistent with the zoning districts and Place Types of the Comprehensive Plan, providing for flexibility in the product type and allowed uses in Coeur Terre.
- Sewer Infrastructure Timing: Align required wastewater improvements with actual demand as determined by the City's Wastewater Department rather than adhering to a fixed schedule.

A7. Pursuant to M.C. § 17.50.050(A), a development agreement may be amended only in a writing signed by the original parties or their successors-in-interest. An amendment requested by the Community Planning Director as provided in subsection B shall first be presented to the Planning and Zoning Commission which, following notice and a public hearing as required by § 67-6509, Idaho Code, shall make a recommendation to the City Council to approve, approve with modifications, or reject the amendment. An amendment shall not be effective until approved by the City Council following notice and a public hearing as required by § 67-6509, Idaho Code.

A8. Pursuant to M.C. § 17.50.050(D), the applicant has submitted a request in writing stating the nature of the modification and the reason(s) the amendments are necessary and reasonable, how the amendments are in the public interest, and provided plans showing approved and requested changes. The Community Planning Director, in consultation with the City Attorney, has determined that the developer and/or owner has proposed a substantial change to the land uses, development standards, and/or approved site plan associated with the project (M.C. § 17.50,050(B)(1), and circumstances have substantially changed so that amendment of the terms of the development agreement is needed to further the goals and purposes of the City and is in the public interest (M.C. § 17.50,050(B)(6).

A9. City staff has reviewed the requested amendments to the Development Agreement concerning land use, place type, and the timing of sewer infrastructure. As outlined in M.C. § 17.50.050(A) and § 67-6509, Idaho Code, any amendment requires City Council approval after notice and a public hearing.

A10. The Planning and Zoning Commission held a public hearing on March 11, 2025 that satisfied the requirement to first present the amendments to the Commission and accept public testimony. The Commission is tasked with hearing public comments and making a recommendation to the City Council which will vote to approve or deny the amendments, or request further modifications to the Development Agreement.

A11. The Planning and Zoning Commission found that the requested amendments related to land use, place type and timing of sewer infrastructure are reasonable and necessary.

A12. The Commission found that based on the nature and location of the Property, the impact of development on adjacent neighborhoods, the City's need to manage growth in this area, and the limited notification and lack of in-person public testimony before a hearing body in the short plat process (under Municipal Code Chapter 16.30 which only requires notice to property owners within 100 feet and written comment), the Short Subdivision process of Municipal Code Chapter 16.30 is inappropriate for Coeur Terre. Consequently, they recommended amending the Development Agreement to prohibit short plats

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.

- B1. The proposed amendments constitute a substantial change to the approved land uses, development standards and/or approved site plan associated with the project.
- B2. Circumstances have substantially changed so that the amendment of the terms of the development agreement is needed to further the goals and purposes of the City and is in the public interest.
- B3. This proposal is in conformance with the Development Agreement Ordinance and requirements for an amendment.

C. DECISION

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, **has reviewed the recommended condition from the Planning and Zoning Commission and** has determined that the requested amendments to the Development Agreement (do) (do not) comply with the required evaluation criteria and **(approves) (approves with modifications) (rejects)** the two amendments to the Development Agreement to 1) provide greater flexibility in allowable land use types for the project, and 2) adjust sewer infrastructure connection timing.

Planning Commission's recommended condition for development agreement modification:

The use of administrative short plats, defined as subdivisions containing four or fewer lots or tracts, shall be prohibited within the Coeur Terre development project. This requirement ensures that all subdivision proposals, regardless of size, undergo a public hearing and review by the Planning Commission.

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order and (approve) (deny) (deny without prejudice) the request.

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted	
COUNCIL MEMBER MILLER	Voted	
COUNCIL MEMBER GOOKIN	Voted	
COUNCIL MEMBER EVANS	Voted	
COUNCIL MEMBER GABRIEL	Voted	
COUNCIL MEMBER WOOD	Voted	
MAYOR MCEVERS	Voted	(if a tie)

Motion to (approve) (deny) (deny without prejudice) carried by a ____ to ____ vote.

Motion to _____ carried by a ____ to ____ vote.

Planning Commission Meeting



April 15, 2025

ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Applicant(s)

OWNERS:

LREV 28, LREV 31, & LREV 33 LLCs
dba Kootenai County Land Company, LLC
1859 N. Lakewood Drive, Suite #200
Coeur d'Alene, ID 83814

CONSULTANT:

Connie Krueger, AICP
1859 N. Lakewood Drive, Suite #102
Coeur d'Alene, ID 83814



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Decision Points

1. Zone changes for three areas within the Coeur Terre development (see map for location specificity).
 - Rezone 14.095 acres from R-17 to C-17 to allow for commercial and residential mixed-use development in the northwest portion of Coeur Terre.
 - Rezone 0.824 acres from R-3 to C-17L to accommodate a newly designated city well site.
 - Rezone 0.517 acres from C-17L to R-3 to reflect the removal of a previously planned well site.
2. Two amendments to the annexation and development agreement.
 - Provide greater flexibility in allowable land use types for the project.
 - Adjust sewer infrastructure connection timing.



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Location & Legal Notice

Property north of Interstate-90 and Woodside Avenue, south of West Hanley Avenue, east of Huetter Road, and west of Atlas Road, commonly known as Coeur Terre.

- 193 mailings were sent on March 28, 2025
- Published in the CDA Press on March 29, 2025
- Property posted on April 7, 2025



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Recommendation by Planning Commission

Planning Commission's recommended condition for the approval of development agreement modifications:

- The use of administrative short plats, defined as subdivisions containing four or fewer lots or tracts, shall be prohibited within the Coeur Terre development project. This requirement ensures that all subdivision proposals, regardless of size, undergo a public hearing and review by the Planning Commission.



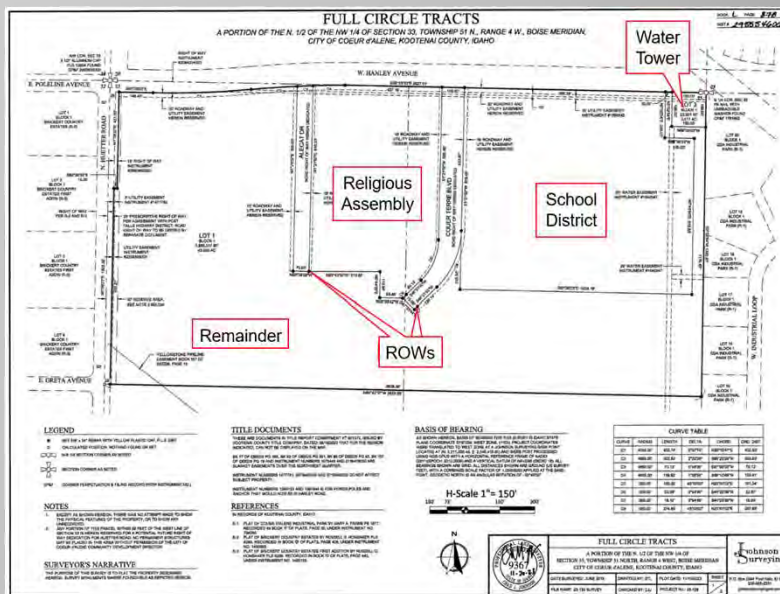
ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Location Map (Site Context)



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) History & Key Components of Development Agreement

Then & Now...

ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Actions Following Annexation



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Four Findings Required

Finding #B1:

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

Finding #B2:

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

Finding #B3:

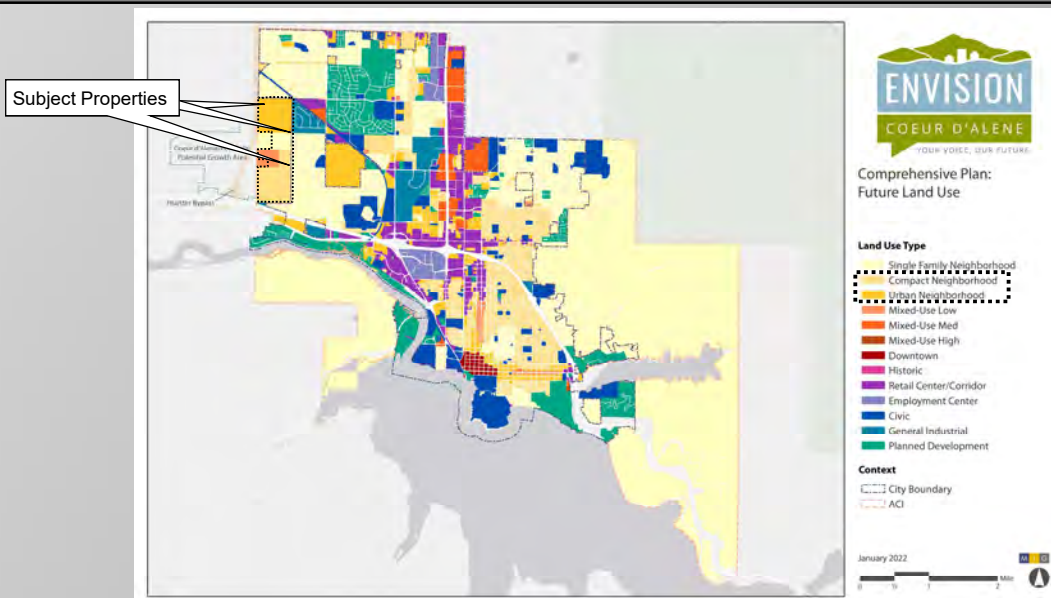
That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

Finding #B4:

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

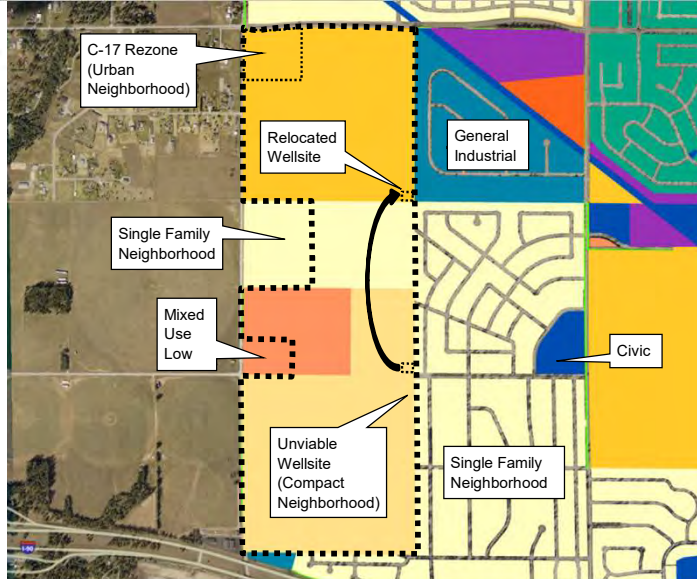
ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)

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



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Future Land Use Map

- Land Use Type**
- Single Family Neighborhood
 - Compact Neighborhood
 - Urban Neighborhood
 - Mixed-Use Low
 - Mixed-Use Med
 - Mixed-Use High
 - Downtown
 - Historic
 - Retail Center/Corridor
 - Employment Center
 - Civic
 - General Industrial
 - Planned Development
- Context**
- City Boundary
 - ACI



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) 2042 Comprehensive Plan (Place Types)

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

ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)

Compact Neighborhood

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

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

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

ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)

Urban Neighborhood

Urban Neighborhood places are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.

Compatible Zoning: R-17 and R-34SUP; NC, CC, C17, and C17L

ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) 2022-2042 Comp Plan: Transportation

Existing and Planned Bicycle Network:



Existing and Planned Walking Network:



Existing Transit Network:



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) 2042 Comprehensive Plan Goals and Objectives

Community & Identity

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

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

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

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

Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

**ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
2042 Comprehensive Plan Goals and Objectives**

Growth & Development

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

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

Objective GD 1.5: Recognize neighborhood and district identities.

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

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

**ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
2042 Comprehensive Plan Goals and Objectives**

Health & Safety

Goal HS 3: Continue to provide exceptional police, fire, and emergency services.

Objective HS 3.2: Enhance regional cooperation to provide fast, reliable emergency services.

Jobs & Economy

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

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

Education & Learning

Goal EL 4: Support partnerships and collaborations focused on quality education and enhanced funding opportunities for school facilities and operations.

Objective EL 4.1: Collaborate with the school district (SD 271) to help identify future locations for new or expanded school facilities and funding mechanisms as development occurs to meet Coeur d'Alene's growing population.

**ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
Finding #B2: That public facilities and utilities (are)
(are not) available and adequate for the proposed use.**

PUBLIC FACILITIES & UTILITIES:

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

Each department has indicated that there are adequate public facilities and public utilities available to serve the proposed zone change request, subject to the developer providing the required improvements per the development agreement.



**ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
Finding #B3: That the physical characteristics of the site
(do) (do not) make it suitable for the request at this time.**

PHYSICAL CHARACTERISTICS:

The subject property is almost flat based on overall size. There are two areas on the south end that have grade changes. An existing water tower is sited in the northeast corner, two street extensions have been installed, otherwise the annexed parcels are vacant.



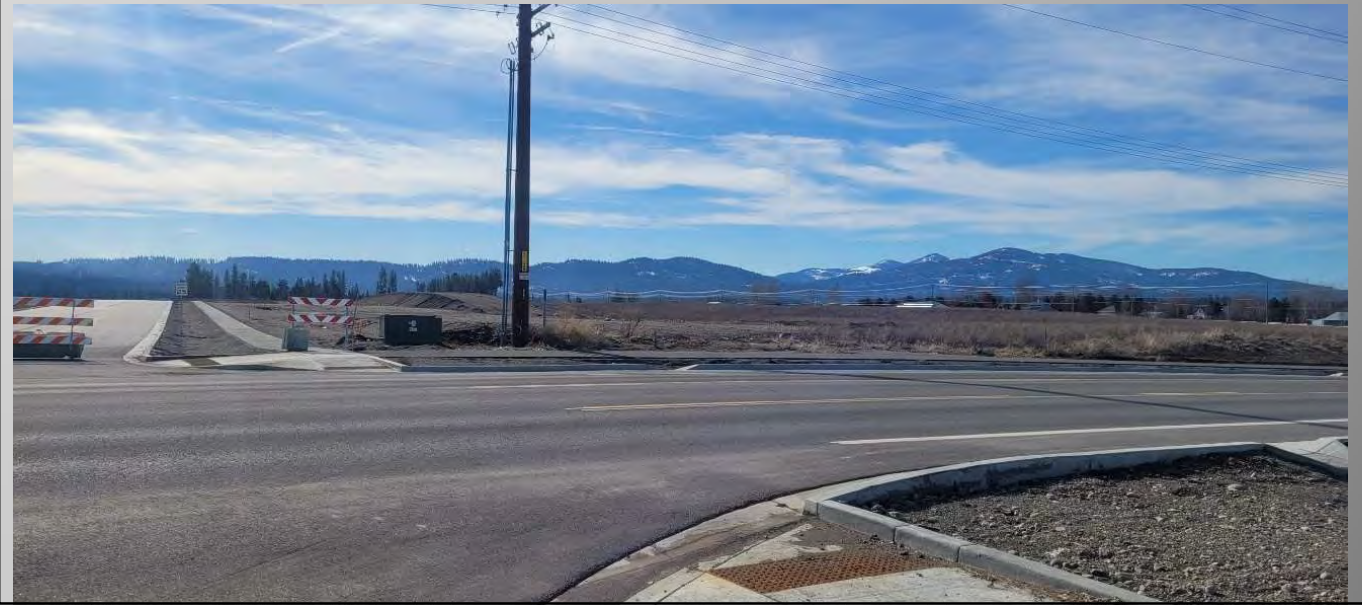
**ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
Intersection of Hanley Ave. & Alecat Dr. looking west toward Huetter Rd:**



**ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
Intersection of Hanley Ave. & Alecat Dr. looking south down Alecat Dr.:**



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
Intersection of Hanley Ave. & Alecat Dr. looking southwest into 14-acre rezone request:



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
Intersection of Hanley Ave. & Huetter Rd. Dr. looking south showing rezone request:



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)

Hanley Ave. looking east showing new roadway and detached trails (rezone on right):



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)

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

TRAFFIC:

The proposed zone changes themselves would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from a zone change alone. Without knowing exactly what the applicant intends to construct within the proposed C-17 zoned property, no reliable traffic generation estimates can be made. However, it may be predicted that the development that occurs as a result of this proposed zone change will result in some increase in traffic. As agreed upon in the Annexation and Development Agreement, the applicant is required to complete a concurrency analysis for each phase of development throughout the life of the project. That concurrency analysis will include a traffic study which will estimate the traffic generated from the development based on proposed density and use. It will also determine what mitigation measures may be required as a result of the development. A higher-level traffic study was performed during the annexation, with help from the Kootenai Metropolitan Planning Organization, to determine regional impacts. If this zone change is approved, a concurrency analysis will be required with the follow-up subdivision application. That study will provide a more in-depth analysis of traffic impacts.

-Submitted by Chris Bosley, City Engineer

ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)

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.



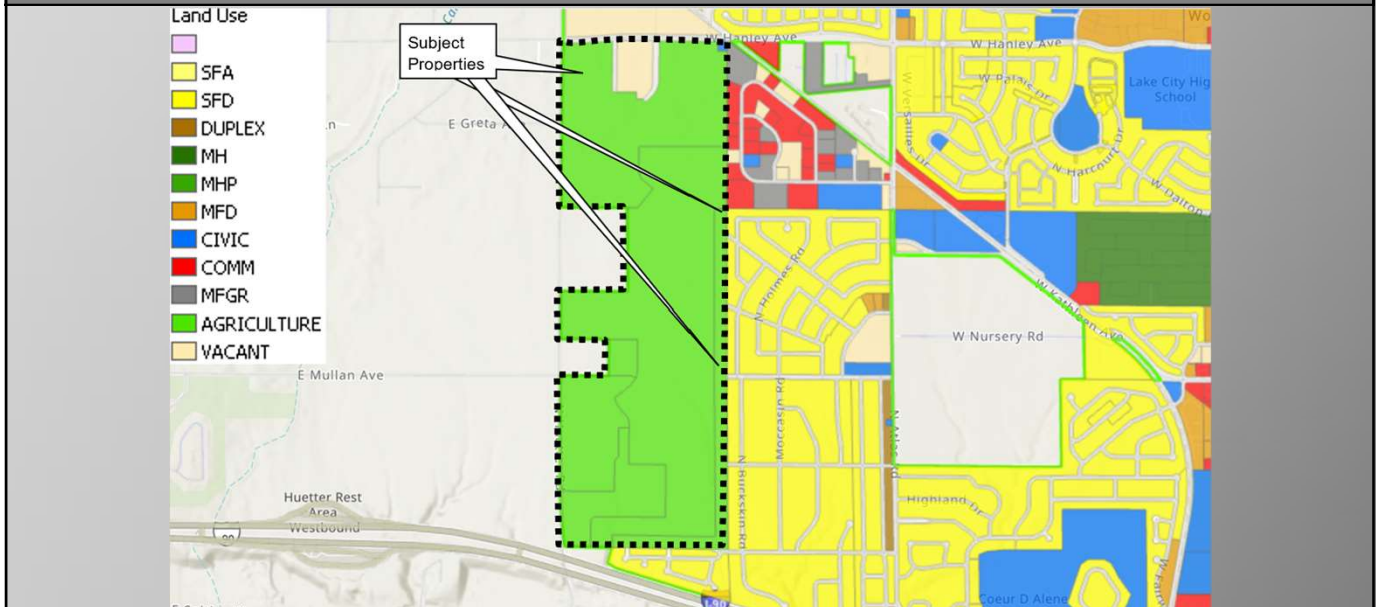
ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)

Principal Uses permitted in the C-17 district:

- 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.
- Mobile food court.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Noncommercial kennel.
- Nursing/convalescent/rest homes for the aged.
- Personal service establishments.
- 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.



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Land Use Map



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Action Alternatives: Zoning

The Planning and Zoning Commission will need to consider these requests and make findings to recommend that the City Council (does) (does not) adopt the zone change requests.

1. Rezone **14.095** acres from R-17 to C-17 – To allow for commercial and residential mixed-use development in the northwest portion of Coeur Terre.
2. Rezone **0.824** acres from R-3 to C-17L – To accommodate a newly designated city well site.
3. Rezone **0.517** acres from C-17L to R-3 – To reflect the removal of a previously planned well site.

**ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
Development Agreement Amendments**

- 1. Land Use/Building Form Determination:** Allow approval of land uses consistent with the zoning districts and Place Types of the Comprehensive Plan as listed in Exhibit “E” according to the Amended Development Agreement, providing for flexibility in the product type and allowed uses in Coeur Terre.
- 2. Sewer Infrastructure Timing:** Align required wastewater improvements with actual demand as determined by the city’s utility department rather than adhering to a fixed schedule.

**ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
Development Agreement Amendments**

- 1. Land Use/Building Form Determination:** Allow approval of land uses consistent with the zoning districts and Place Types of the Comprehensive Plan as listed in Exhibit “E” according to the Amended Development Agreement, providing for flexibility in the product type and allowed uses in Coeur Terre.
- 2. Sewer Infrastructure Timing:** Align required wastewater improvements with actual demand as determined by the city’s utility department rather than adhering to a fixed schedule.

ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Land Use/Building Form Determination

Original Exhibit "E":



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Land Use/Building Form Determination (1)

Original Exhibit "E":



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Land Use/Building Form Determination (1)

Original Exhibit "E":



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Land Use/Building Form Determination (1)

Original Exhibit "E":



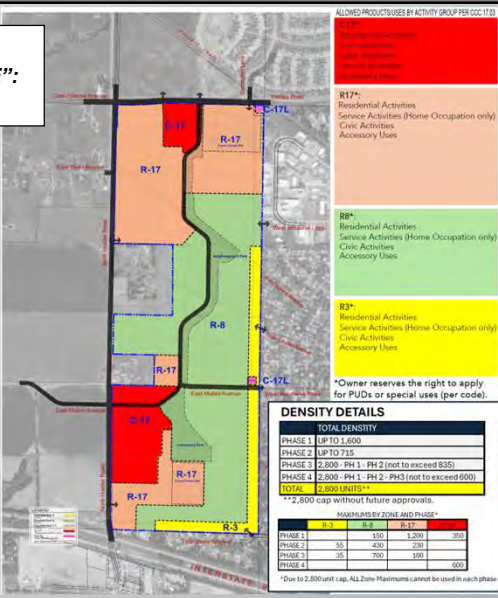
ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Land Use/Building Form Determination (1)

Original Exhibit "E":

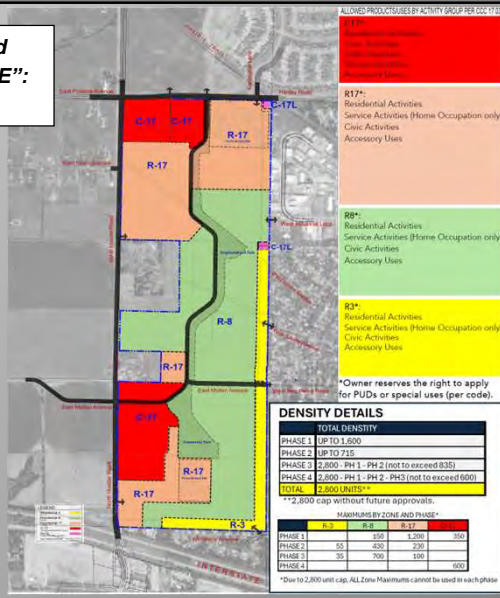


ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Land Use/Building Form Determination

Proposed Exhibit "E":
(Before)



Proposed Exhibit "E":
(After)



ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Land Use/Building Form Determination

C17*

Residential Activities
Civic Activities
Sales Activities
Service Activities
Accessory Uses

R17*

Residential Activities
Service Activities (Home occupation only)
Civic Activities
Accessory Uses

R8*

Residential Activities
Service Activities (Home occupation only)
Civic Activities
Accessory Uses

R3*

Residential Activities
Service Activities (Home occupation only)
Civic Activities
Accessory Uses

*Owner reserves the right to apply for PUDs or special uses (per code).

ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Development Agreement Amendments

1. **Land Use/Building Form Determination:** Allow approval of land uses consistent with the zoning districts and Place Types of the Comprehensive Plan as listed in Exhibit "E" according to the Amended Development Agreement, providing for flexibility in the product type and allowed uses in Coeur Terre.
2. **Sewer Infrastructure Timing:** Align required wastewater improvements with actual demand as determined by the city's utility department rather than adhering to a fixed schedule.

ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Sewer Infrastructure Timing

Proposed Wastewater Language:

3.2.1.6 Authorized Scheduling Modifications: Notwithstanding any other provision or requirement hereunder, with respect to the timing of sewer infrastructure improvements required of Owners, the City Wastewater Department, in its sole discretion, may delay the timing of said required improvements and any such approved delay shall not affect or negate Owners' right to the issuance of any approval hereunder provided all other requirements of the Agreement are otherwise satisfied.

3.2.1.7 Authorized Sewer Improvement Modifications: Notwithstanding any other provision or requirement hereunder, should the City Wastewater Department and Owner mutually agree in writing then the scope or nature of sewer improvements required of Owner hereunder may be modified without the need for an amendment to this Agreement.

WASTEWATER

When the original agreement conditions were established, the Wastewater Department incorporated language that, at the time, appeared to best protect our infrastructure. However, as the development has progressed, it has become clear that modifications are necessary. The requested changes to the timing and scope of wastewater infrastructure upgrades are critical to ensuring the best outcomes for both the developer and the Wastewater Department.

-Submitted by Mike Anderson, Wastewater Superintendent

ZC-2-25: Zone Changes & Development Agreement (Coeur Terre) Location Map (Site Context)



**ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
Action Alternatives: Zoning**

The Planning and Zoning Commission will need to consider these requests and make findings to recommend that the City Council (does) (does not) adopt the zone change requests.

1. Rezone **14.095** acres from R-17 to C-17 – To allow for commercial and residential mixed-use development in the northwest portion of Coeur Terre.
2. Rezone **0.824** acres from R-3 to C-17L – To accommodate a newly designated city well site.
3. Rezone **0.517** acres from C-17L to R-3 – To reflect the removal of a previously planned well site.

**ZC-2-25: Zone Changes & Development Agreement (Coeur Terre)
Action Alternatives: Development Agreement**

The City Council will need to consider the request to amend the Development Agreement along with the recommended condition from the Planning and Zoning Commission and make findings to (approve) (approve with modifications) (reject) the requested amendments.

1. **Modification to Land Use and Building Form Regulations** – Whether to recommend allowing future development to be governed primarily by the underlying zoning districts rather than the specific use and form restrictions outlined in the development agreement.
2. **Adjustment to Sewer Infrastructure Timing** – Whether to recommend allowing the timing of required sewer infrastructure improvements to be determined by the city's wastewater utility department based on system capacity needs rather than a fixed schedule.
3. *****Planning Commission's recommended condition for development agreement modification:** The use of administrative short plats, defined as subdivisions containing four or fewer lots or tracts, shall be prohibited within the Coeur Terre development project. This requirement ensures that all subdivision proposals, regardless of size, undergo a public hearing and review by the Planning Commission.



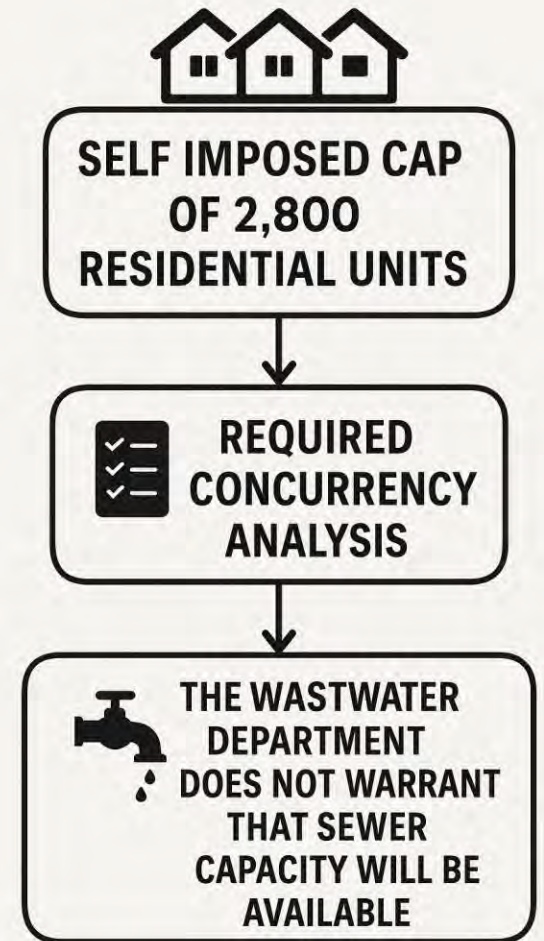
Coeur Terre City Council Hearing

April 15, 2025

- Requested Zone Changes
- Development Agreement Amendment
- Planning & Zoning Recommended Condition

DEVELOPMENT AGREEMENT RECAP:

- What have we agreed to?
- What City approvals are still required?
- How are Commercial uses considered in the requested zone change?



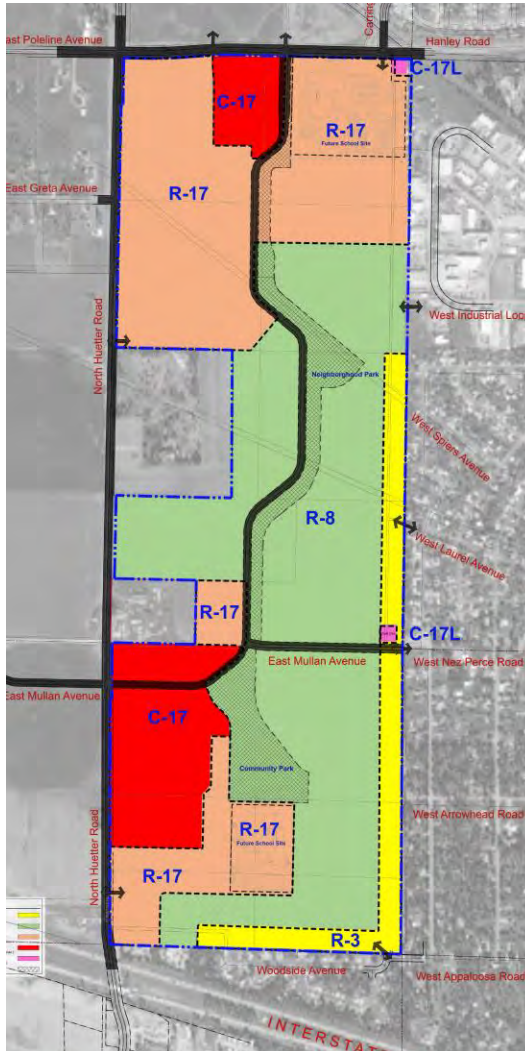
DEVELOPMENT AGREEMENT AMENDMENT:

- ... 2 years later ...
- Reason for the Amendment

EXHIBIT “E”
**(Generally Adhered to Design:
Conceptual Master Plan)**



Existing zoning



DETAILS OF AMENDED EXHIBIT E ALLOWED PRODUCTS/USES BY ACTIVITY GROUP PER CODE CCC 17.03

C17*
Residential Activities
Civic Activities
Sales Activities
Service Activities
Accessory Uses

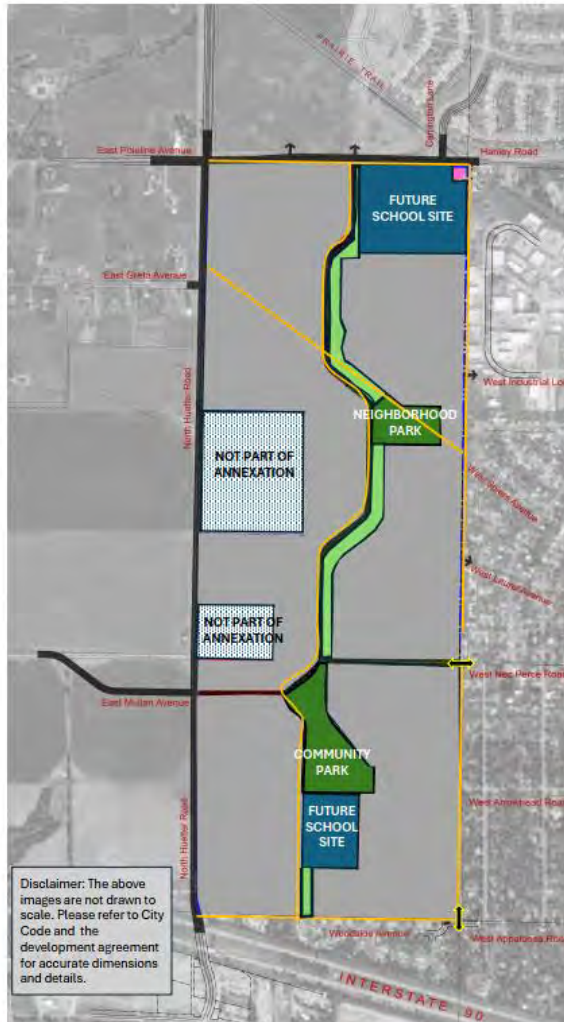
R17*
Residential Activities
Service Activities (Home occupation only)
Civic Activities
Accessory Uses

R8*
Residential Activities
Service Activities (Home occupation only)
Civic Activities
Accessory Uses

R3*
Residential Activities
Service Activities (Home occupation only)
Civic Activities
Accessory Uses

*Owner reserves the right to apply for PUDs or special uses (per code).

EXHIBIT E1



TRANSPORTATION NETWORK, PATHS AND PARKS

- We made no changes to our commitment to provide over 4 miles of trails, and almost 18 acres of public parks.

LEGEND

-  PUBLIC TRAILS/MULTI-USE PATHS
N/S: 12' wide Multi-use paths
E/W: 10' wide Multi-use paths
-  LINEAR PARK
-  NEIGHBORHOOD/
COMMUNITY PARKS
-  CONNECTION TO EXISTING
STREETS

WASTEWATER IMPROVEMENTS

- New capacity updates
- Give the City more flexibility with timing and project



DEVELOPMENT AGREEMENT AMENDMENT: WASTEWATER

A new Paragraph 3.2.1.6 shall be added to read as follows:

- *“Authorized Scheduling Modifications: Notwithstanding any other provision or requirement hereunder, with respect to the timing of sewer infrastructure improvements required of Owners, the City Wastewater Department, in its sole discretion, may delay the timing of said required improvements and any such approved delay shall not affect or negate Owners’ right to the issuance of any approval hereunder provided all other requirements of the Agreement are otherwise satisfied.”*

A new Paragraph 3.2.1.7 shall be added to reads as follows:

- *“Authorized Sewer Improvement Modifications: Notwithstanding any other provision or requirement hereunder, should the City Wastewater Department and Owner mutually agree in writing then the scope or nature of sewer improvements required of Owner hereunder may be modified without the need for an amendment to this Agreement.”*

SUMMARY & CRITERIA OVERVIEW

Amendment is necessary and reasonable?

- ✓ Yes! The requested exhibit clarifications and wastewater changes allow for realistic and timely implementation of the Coeur Terre Annexation and Development Agreement throughout its duration without modifying the framework concepts of the Master Planned Development.

Amendments are in the public interest?

- ✓ Yes! The proposed changes will facilitate the timely and predictable introduction of allowed product types within the Coeur Terre community. This amendment also benefits the broader Coeur d'Alene community, where certain land uses and product types may be more challenging to accommodate as infill development.
- ✓ Yes! The proposal maintains the requirements for the installation timing and funding of sewer infrastructure, while ensuring the process is guided by actual demand, as identified by the city's wastewater department.



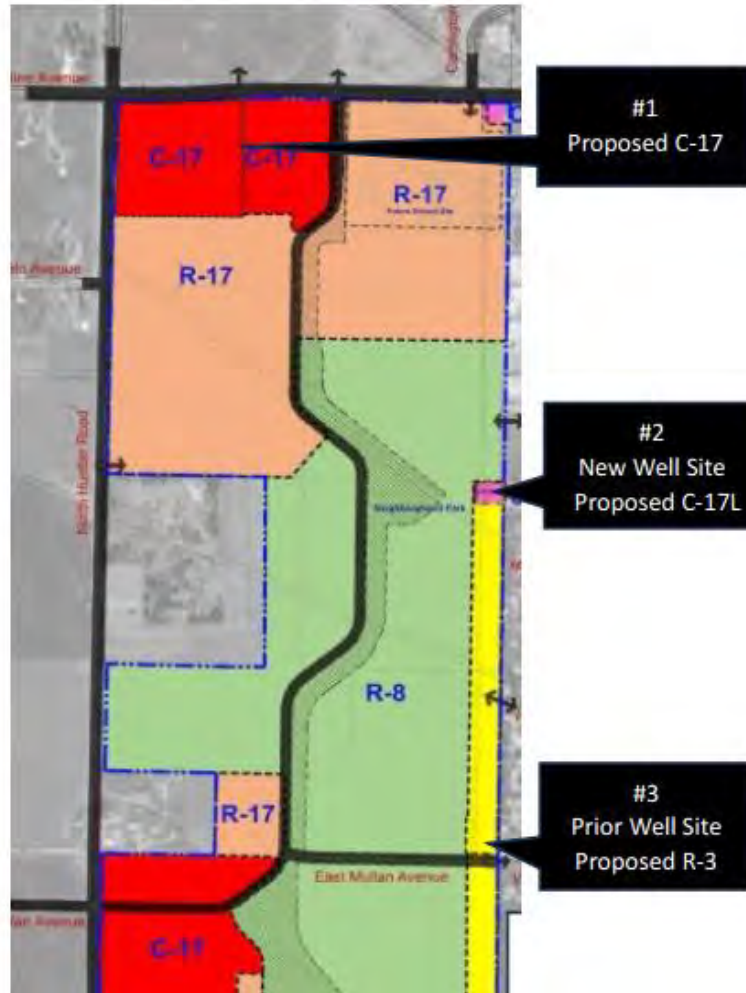
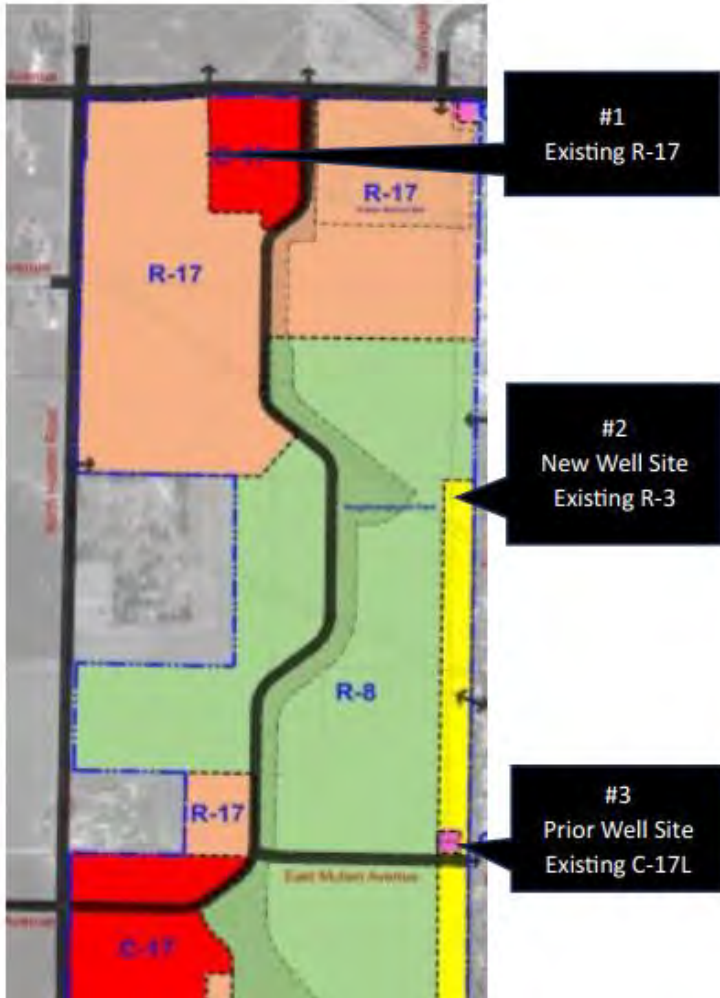
PROPOSED ZONE CHANGE REQUEST

- Rezone 14.095 acres from R-17 to C-17 to allow for commercial and residential mixed-use development in the northwest portion of Coeur Terre.
- Rezone 0.824 acres from R-3 to C-17L to accommodate a newly designated city well site.
- Rezone 0.517 acres from C-17L to R-3 to reflect the removal of a previously planned well site.



Existing Zoning

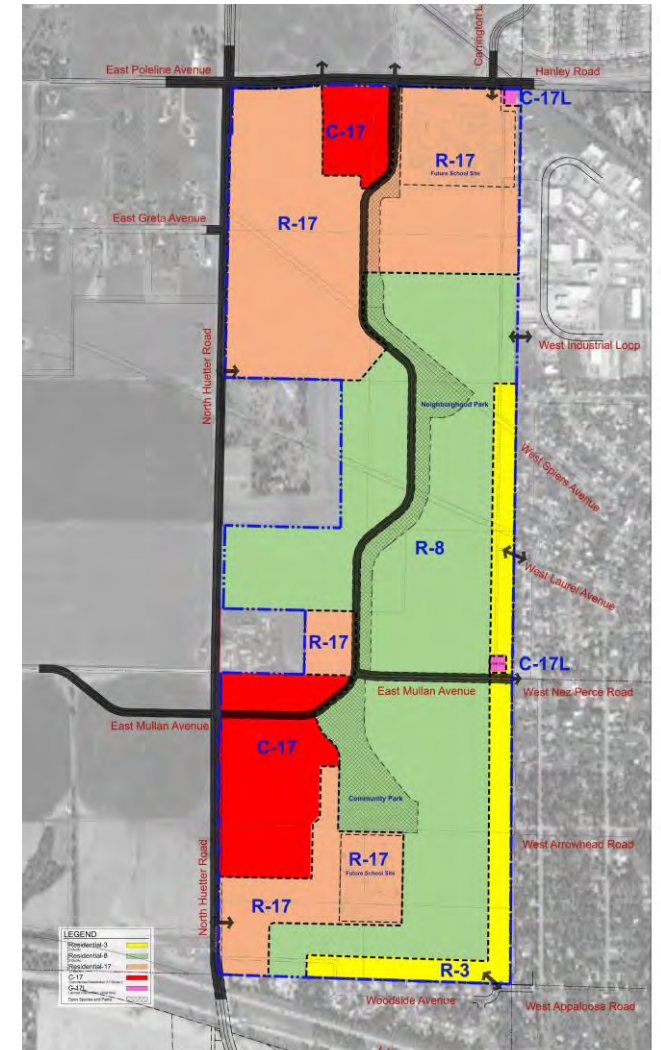
Proposed Zoning



PROPOSED ZONE CHANGE REQUEST

WHY MORE C-17?

- Sale
- Continued desire for neighborhood commercial
- Proximity to arterial road system
- Economic, social, and infrastructure benefits



Existing zoning

IS OUR C-17 REQUEST COMPATIBLE WITH THE COMPREHENSIVE PLAN?



YES!

#1: Proposed C-17 Zoning
Consistent with C-17 zone; allowed in an
Urban Neighborhood Place Type



Urban Neighborhood

Urban Neighborhood places are highly walkable neighborhoods with larger multifamily building types, shared greenspaces and parking areas. They are typically served with gridded street patterns, and for larger developments, may have an internal circulation system. Development typically consists of townhomes, condominiums, and apartments, with convenient access to goods, services, and dining for nearby residents. Supporting uses include neighborhood parks and recreation facilities, parking, office and commercial development.

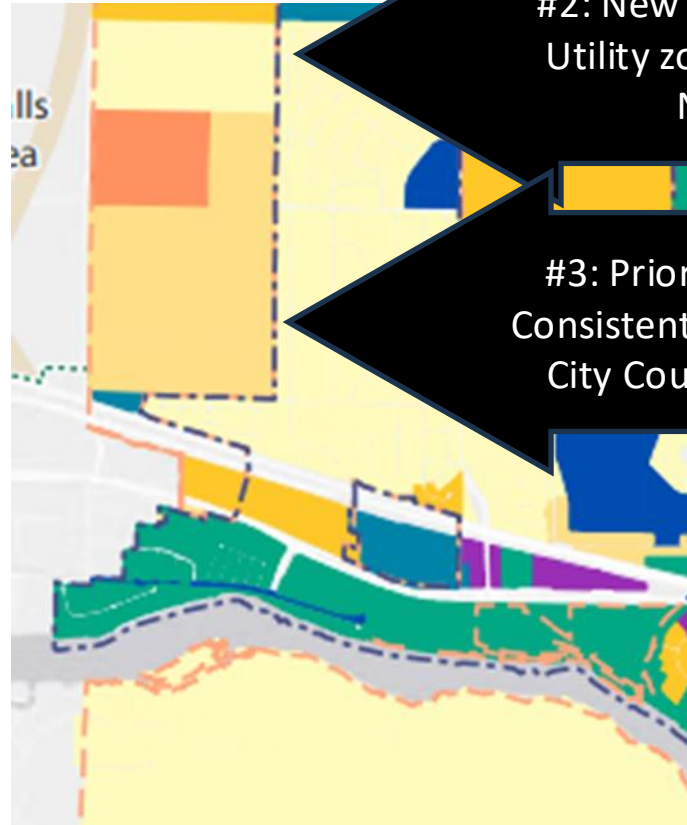
Compatible Zoning: R-17 and R-34SUP; NC, CC, C17, and C17L



IS OUR C-17L REQUEST COMPATIBLE WITH THE COMPREHENSIVE PLAN?



YES!



#2: New Well Site: Proposed C-17L Zoning Utility zone that supports a Single-Family Neighborhood Place Type

#3: Prior Well Site: Proposed R-3 Zoning Consistent with R-3 Buffer Zone required by City Council in the Coeur Terre approval

DOES OUR REQUEST MEET THE GOALS & OBJECTIVES OF THE COMPREHENSIVE PLAN?



YES!

As explained in detail in our application Narrative, our requested zone changes meet the Goals & Objectives of the Comprehensive Plan. The City Staff already discussed this compatibility further in their overview. See the next page for compatibility highlights.

COMPREHENSIVE PLAN COMPATIBILITY HIGHLIGHTS: C-17 Zone

- The C-17 Zone District is designed to support a mix of residential, civic, and service-oriented activities, fostering economic growth and a business-friendly environment. This proposed district complements the planned northern area of Coeur Terre and the adjacent community, which includes schools, assisted living facilities, and diverse housing options.
- The Coeur Terre Masterplan promotes a wide range of land uses and housing types aligned with the city's Middle Housing initiative—an effort to integrate infill development in various parts of the city. The mixed-use nature of the C-17 Zone district supports this goal by incorporating employment centers, businesses, public transportation, parks, open spaces, and walking/biking trails.
- Strategically placing the C-17 Zone District at the intersection of Hanley and Huetter Roads aligns with city planning principles, as this zoning type is encouraged along arterial roads. The inclusion of sales and service businesses within this district will enhance the local identity by complementing the surrounding residential areas.
- Additionally, Coeur Terre features an interconnected system of schools, trails, open spaces and parks, which support education, recreation, and community programs, enriching the quality of life for residents.

COMPREHENSIVE PLAN COMPATIBILITY HIGHLIGHTS: C-17L Zone

- The C-17L Zone is designated for essential community services, including the development of a community well.
- A well is a critical facility that must be placed in a location with access to a sufficient supply of high-quality groundwater. Other considerations for placement include topography, existing infrastructure, and economic feasibility for the utility.
- The positioning of the C-17L Zone District within Coeur Terre aligns with the city's selected well location.

PLANNING & ZONING COMMISSION MEETING RECAP

- Unanimous recommendation for approval, with the following condition:
 - Restrictions on short-plats

REVIEW:

1. We are requesting **approval of our Development Agreement amendment**, which:
 - Enables the submission of development applications for any product type that is permitted within the designated zone.
 - Allows flexibility for the wastewater department, to support their timing and scope needs for future infrastructure improvements.
2. We are requesting **approval for our requested zone changes**, which:
 - Replaces 14 acres of R-17 land with C-17 land, allowing for mixed-use and commercial buildings.
 - Allows for a site re-location of the City's well, due to the original site's unsuitability.

ORDINANCE NO. _____
COUNCIL BILL NO. 24-1009

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 ZONING OF CERTAIN PARCELS OR PORTIONS THEREOF FROM R-17 TO C-17, R-3 TO C-17L, AND C-17L TO R-3, RESPECTIVELY, SAID PARCELS BEING DESCRIBED FULLY IN EXHIBIT "1" HERETO, AND SAID PARCELS BEING WITHIN THE AREA COMMONLY KNOWN AS "COEUR TERRE," WHICH IS LOCATED NORTH OF INTERSTATE-90 AND WOODSIDE AVENUE, SOUTH OF WEST HANLEY AVENUE, EAST OF HUETTER ROAD, AND WEST OF ATLAS ROAD; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be in 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 parcels or portions thereof described in Exhibit "1," attached hereto and incorporated herein, are hereby changed and rezoned from R-17 to C-17, R-3 to C-17L, and C-17L to R-3, respectively.

SECTION 2. That the following conditions precedent to rezoning are placed upon the rezone of the property: the parties shall execute Amendment No. 1 to the Annexation and Development Agreement entered into by the parties on March 21, 2023, and adopted by the City pursuant to Resolution No. 23-012.

SECTION 3. 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 4. That the Planning Director is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene, and shall make an electronic copy available on the City's website.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. 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 April 15, 2025.

APPROVED this 15th day of April 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Zone Change – ZC-2-25

ZONE CHANGE FOR PARCELS OR PORTIONS THEREOF DESCRIBED IN EXHIBIT “1” TO THE ORDINANCE IN THE AREA COMMONLY KNOWN AS “COEUR TERRE,” WHICH IS LOCATED NORTH OF INTERSTATE-90 AND WOODSIDE AVENUE, SOUTH OF WEST HANLEY AVENUE, EAST OF HUETTER ROAD, AND WEST OF ATLAS ROAD

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 ZONING OF CERTAIN PARCELS OR PORTIONS THEREOF FROM R-17 TO C-17, R-3 TO C-17L, AND C-17L TO R-3, RESPECTIVELY, SAID PARCELS BEING DESCRIBED FULLY IN EXHIBIT “1” HERETO, AND SAID PARCELS BEING WITHIN THE AREA COMMONLY KNOWN AS “COEUR TERRE,” WHICH IS LOCATED NORTH OF INTERSTATE-90 AND WOODSIDE AVENUE, SOUTH OF WEST HANLEY AVENUE, EAST OF HUETTER ROAD, AND WEST OF ATLAS ROAD; 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. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, rezoning three parcels or portions thereof within the area commonly known as "Coeur Terre" which is located North of Interstate-90 and Woodside Avenue, South of West Hanley Avenue, East of Huetter Road, and West of Atlas Road, 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 15th day of April, 2025.

Randall R. Adams, City Attorney

Council Bill No. 25-1009

ZC-2-25

Coeur Terre

EXHIBIT "1"

ZONE R-17 TO ZONE C-17 (NORTHWEST)

THAT PART OF LOT 1, BLOCK 1, FULL CIRCLE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK L, PAGE 878, RECORDS OF KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 88°39'33" EAST 149.46 FEET
2. ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 4050.00 FEET, A CHORD BEARING OF NORTH 88°16'47" EAST, A CHORD DISTANCE OF 432.53 FEET; THROUGH A CENTRAL ANGLE OF 06°07'19", A DISTANCE OF 432.74 FEET;
3. ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 4960.00 FEET, A CHORD BEARING OF NORTH 86°23'26" EAST, A CHORD DISTANCE OF 202.83 FEET; THROUGH A CENTRAL ANGLE OF 02°20'35", A DISTANCE OF 202.84 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ALECAT DRIVE;

THENCE SOUTH 01°21'02" WEST, ALONG LAST SAID WEST RIGHT OF WAY, 806.09 FEET; THENCE NORTH 88°39'33" WEST 795.86 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 01°09'27" EAST 344.50 FEET;
2. SOUTH 88°39'33" EAST 15.00 FEET;
3. NORTH 01°09'27" EAST 421.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 14.095 ACRES, MORE OR LESS.

Council Bill No. 25-1009

ZC-2-25

Coeur Terre

ZONE R-3 TO C-17L (NEW WELL SITE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 33, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF NORTHSHIRE, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 199, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE SOUTH 00°53'34" WEST, ALONG THE WEST LINE OF SAID PLAT OF NORTHSHIRE 178.83 FEET; THENCE NORTH 89°06'55" WEST 200.00 FEET; THENCE NORTH 00°53'34" EAST 180.07 FEET, TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88°45'41" EAST 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 35,890 SQUARE FEET, MORE OR LESS.

Council Bill No. 25-1009

ZC-2-25

Coeur Terre

ZONE C-17L TO R-3 (OLD WELL SITE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 88°47'00" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 53.95 FEET; THENCE NORTH 00°24'13" EAST 53.05 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°24'13" EAST 150.00 FEET;
THENCE NORTH 89°35'47" WEST 150.00 FEET;
THENCE SOUTH 00°24'13" WEST 150.00 FEET;
THENCE SOUTH 89°35'47" EAST 150.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 22500 SQ. FT. OR 0.517 ACRE, MORE OR LESS.

RESOLUTION NO. 25-019

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AMENDMENT NO. 1 TO THE ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COEUR D’ALENE, IDAHO, AND THE KOOTENAI COUNTY LAND COMPANY, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, AND LREV 39 LLC.

WHEREAS, pursuant to Resolution No.23-012 adopted the 21st day of March, 2023, the City of Coeur d’Alene entered into an Annexation and Development Agreement with Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, and LREV 39 LLC; and

WHEREAS, the parties desire to amend the Annexation and Development Agreement in order to provide flexibility with regard to the Wastewater requirements and product types in the various zoning districts, while retaining the overall density for the property at 2,800 equivalent residential units; 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 an Amendment No. 1 to the Annexation and Development Agreement with Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, and LREV 39 LLC, pursuant to the agreement attached hereto as Exhibit “1” and by this reference incorporated herein.

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

DATED this 15th day of April, 2025.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**AMENDMENT NO. 1
TO
ANNEXATION AND DEVELOPMENT AGREEMENT**

This Amendment No. 1 to the Annexation and Development Agreement dated March 21, 2023, (the “Agreement”) is entered into this 15th day of April, 2025, by the City of Coeur d’Alene, 710 E. Mullan Rd., Coeur d’Alene, Idaho, hereinafter referred to as the “City,” and, Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, and LREV 39 LLC, hereinafter referred to as the “Owners.”

WHEREAS, the Owners have requested an amendment to the Agreement which would enable the parties to avoid the unnecessary expenditure of time and money on duplicative proceedings in the event deviations from the conceptual product types included as illustrative examples in the original Agreement are deemed appropriate and advisable, while preserving the integrity of the original conceptual vision; and

WHEREAS, it is in the best interests of the City to enter into this Amendment No. 1 for the purpose of facilitating efficient development of the Owners’ property, to ensure that future development is consistent with the City’s comprehensive plan and zoning regulations, to restrict development to what has been approved by Council in the Agreement and this Amendment, and to provide some flexibility within defined parameters.

NOW, THEREFORE, the parties agree to amendments to the Agreement as follows:

1. Paragraph 6.6 of the Agreement is amended as follows:

Conceptual Master Plan: Future subdivision and PUD applications shall substantially conform to the alignment of the transportation network, product and place types, trails/multiuse paths, density, and public parks as shown in the conceptual design, attached hereto and incorporated herein by reference as Amended Exhibit “E,” subject to the Zoning Code in effect at the time of development.

Amended Exhibit “E” is intended to establish a map showing the project layout with the components identified above, in addition to comprehensive lists of product types which are allowed in the areas of the Project shown in the Amended Exhibit. Moreover, attached hereto as Exhibit E-1 is a map showing the location and type of approved future public amenities which the Owners must include in the future development of the identified project areas. While the Owners are restricted to the product types identified in Amended Exhibit “E” unless this Agreement is further amended with the approval of Council pursuant to Idaho Code § 67-6511A, the Planning Department is authorized to determine whether any proposed development would be substantially consistent in use and density with the established lists of product types provided in Amended Exhibit “E,” provided the overall density is generally consistent with Amended Exhibit “E;” and provided the

public amenities depicted in Exhibit E-1 are included where designated. In making this determination, the Planning Department shall be guided by the plain language of Amended Exhibit “E” as to use and density, other relevant factors including compatibility with surrounding uses and zoning, conformance with density and layout in Amended Exhibit “E,” and the overall intent of the Agreement and this Amendment. The Planning Department shall make such interpretations as will maintain consistency in the application of the Agreement and this Amendment. If the proposed change in product types and density cannot be interpreted as permitted under this interpretation clause, the Owner must follow the formal Amendment process outlined in the Development Agreement Ordinance.

2. A new Paragraph 3.2.1.6 shall be added to and included in the Agreement by this Amendment. Said Paragraph 3.2.1.6 reads as follows:

Authorized Scheduling Modifications: Notwithstanding any other provision or requirement hereunder, with respect to the timing of sewer infrastructure improvements required of Owners, the City Wastewater Department, in its sole discretion, may delay the timing of said required improvements and any such approved delay shall not affect or negate Owners’ right to the issuance of any approval hereunder provided all other requirements of the Agreement are otherwise satisfied.

3. A new Paragraph 3.2.1.7 shall be added to and included in the Agreement by this Amendment. Said Paragraph 3.2.1.7 reads as follows:

Authorized Sewer Improvement Modifications: Notwithstanding any other provision or requirement hereunder, should the City Wastewater Department and Owner mutually agree in writing then the scope or nature of sewer improvements required of Owner hereunder may be modified without the need for an amendment to this Agreement.

4. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect. All development within the project shall continue to meet all applicable local, state, and federal laws and regulations.

DATED this 15th day of April, 2025.

CITY OF COEUR D’ALENE

ATTEST:

Woody McEvers, Mayor

Renata McLeod, City Clerk

DEVELOPER
KOOTENAI COUNTY LAND COMPANY, LLC

By _____
Melissa Wells, Manager

OWNERS

LREV 27 LLC

By _____
Melissa Wells, Manager

LREV 28 LLC

By _____
Melissa Wells, Manager

LREV 29 LLC

By _____
Melissa Wells, Manager

LREV 30 LLC

By _____
Melissa Wells, Manager

LREV 31 LLC

By _____
Melissa Wells, Manager

LREV 32 LLC

By _____
Melissa Wells, Manager

LREV 33 LLC

By _____
Melissa Wells, Manager

LREV 34 LLC

By _____
Melissa Wells, Manager

LREV 35 LLC

By _____
Melissa Wells, Manager

LREV 36 LLC

By _____
Melissa Wells, Manager

LREV 37 LLC

By _____
Melissa Wells, Manager

LREV 38 LLC

By _____
Melissa Wells, Manager

LREV 39 LLC

By _____
Melissa Wells, Manager