

**PLANNING & ZONING COMMISSION AGENDA**  
**COEUR D'ALENE PUBLIC LIBRARY**  
**LOWER LEVEL, COMMUNITY ROOM**  
**702 E. FRONT AVENUE**

**MARCH 11, 2025**

**THE PLANNING & ZONING COMMISSION'S VISION OF ITS ROLE IN THE COMMUNITY**

The Planning & Zoning Commission sees its role as the preparation and implementation of the Comprehensive Plan through which the Commission seeks to promote orderly growth, preserve the quality of Coeur d'Alene, protect the environment, promote economic prosperity and foster the safety of its residents.

**5:30 P.M. CALL TO ORDER:**

**ROLL CALL:** Messina, Fleming, Ingalls, Luttropp, Coppess, McCracken, Ward

**PLEDGE:**

**APPROVAL OF MINUTES:** \*\*\*ITEM BELOW IS CONSIDERED TO BE AN ACTION ITEM.

February 11, 2025 – Planning & Zoning Commission Meeting

**PUBLIC COMMENTS:**

**STAFF COMMENTS:**

**COMMISSION COMMENTS:**

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

1. Applicant: Connie Krueger, AICP  
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)

**Presented by: Sean Holm, Senior Planner**

**ADJOURNMENT/CONTINUATION:**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
to continue meeting to \_\_\_\_\_, \_\_, at \_\_ p.m.; motion carried unanimously.  
Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to adjourn meeting; motion carried unanimously.

*\*The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Traci Clark at (208)769-2240 at least 72 hours in advance of the meeting date and time.*

*\*Please note any final decision made by the Planning & Zoning Commission is appealable within 15 days of the decision pursuant to sections [17.09.705](#) through [17.09.715](#) of Title 17, Zoning.*

This Page Intentionally Left Blank



# MINUTES



This Page Intentionally Left Blank



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

**COMMISSIONERS PRESENT:**

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

**STAFF MEMBERS PRESENT:**

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

**Commissioners Absent:**

Jon Ingalls, Vice-Chair  
Mark Coppess

**CALL TO ORDER:**

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

**APPROVAL OF MINUTES:**

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

**PUBLIC COMMENTS:**

None.

**STAFF COMMENTS:**

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

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

**COMMISSION COMMENTS:**

None.

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

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

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

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

**BACKGROUND INFORMATION:**

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

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

*Public Hearing Highlights from prior request:*

**Planning Commission Recommendation (February 12, 1980):**

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

Justifications for the recommendation included:

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

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

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

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

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

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

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

There are Four (4) findings that must be met for the re-zoning, Findings B#1-B#4.

1. **Findings B#1: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.**

**2042 COMPREHENSIVE PLAN LAND USE:**

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

**Place Types**

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

**Compact Neighborhood**

Compact Neighborhood places are medium density residential areas located primarily in older locations of Coeur d'Alene where there is an established street grid with bicycle and pedestrian facilities. Development is typically single-family homes, duplexes, triplexes, four-plexes, townhomes, green courts, and auto-courts. Supporting uses typically include neighborhood parks, recreation facilities, and parking areas. **Compatible Zoning: R-12 and R-17; MH-8; NC and CC**

**Comprehensive Plan Policy Framework:**

**Community & Identity**

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

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

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

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

**Growth & Development**

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

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

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

**Objective GD 1.5:** Recognize neighborhood and district identities.

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

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

**Jobs & Economy**

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

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

2. **Findings B#2: That the public facilities and utilities (are) (are not) available and adequate for the proposed use.**
  - City staff from Engineering, Streets, Water, Fire, Police Parks and Wastewater Departments have reviewed the application request in regards to public utilities and public facilities.
  - Each department has indicated that there are adequate public facilities and public utilities available to serve the proposed zone change request.
3. **Findings B#3: That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.**

**PHYSICAL CHARACTERISTICS:**

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

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

4. **Findings B#4: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

**TRAFFIC:**

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

**NEIGHBORHOOD CHARACTER:**

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

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

**Decision Point:**

Mr. Holm noted the action alternatives this evening. The Planning and Zoning Commission must consider the request a recommendation to the City Council on whether the proposed zone change from C-17PUD to C17 should be adopted or rejected.

Mr. Holm, concluded his presentation.

Chairman Messina asked besides C-17 which is being requested, there is a NC (neighborhood commercial). Would that zoning district do what the applicant is asking for as far as an office? My question is based on the information that has been provided in the packets. He has a question about the caretaker's unit, which is basically an ADU. Would they be able to put an accessory use similar to that under a Neighborhood Commercial zoning? It's an apartment for residential caretaker. He wants to find out what other zoning application might work instead of C-17 zoning.

Mr. Holm replied there are a few different ways to accomplish something similar to what he is requesting. NC and CC are both somewhat similar. The scope and size of the building that you can build is a little bit different, but there's an hours of operation limitation. It's done by floor area ratio so the size of the lot determines how much you can build on. There are some limitations to use, but General Construction Services would be allowed. One of the limitations is that the caretaker's unit or a living unit would have to be on top or below grade; it cannot be at the ground level elevation.

Chairman Messina asked if it would have to be a on top or below of one of the general construction service buildings, let's say, or another building that's there. He thought he read there was going to be two buildings there. Is that correct?

Mr. Holm states yes, his understanding was that the applicant was going to have the existing single family home be the office space and build the caretaker's home.

Commissioner McCracken asked about the same two zoning districts (CC and NC) and compared them to C-17 and C-17L that allow uses that are not really compatible with the surrounding residential uses.

Mr. Holm replied the general description of service activities is the "services." The way city code works is you have the category of use if you have the commercial category which is a retail or service, such as taxes, haircut, etc. This would be allowed. Getting back to Chairman Messina's question, the other avenue would be a zone change request for a C-17L which is a limited commercial which would allow for office space but it doesn't allow for the general construction service. C-17L also allows the rest of the C-17 uses through the Special Use Permit process.

Commissioner Ward asked about the C-17PUD. Why can he not do what he wants to do under the current zoning?

Mr. Holm replied because it's not specifically selling insurance or real estate. The PUD locked it down and staff believes it was done as part of the wastewater moratorium from the 1980's.

Commissioner Fleming asked about just modifying the existing PUD?

Mr. Holm replied that staff did have a discussion and it would be such a strange action that the Planning Department did not feel comfortable modifying the PUD. It is not an acre and half so it does not meet the minimums. We felt it would be much better to have the Planning and Zoning Commission decide on the

zone change.

Chairman Messina asked if the applicant would want to do a C-17PUD based on what he wants to use the property for. Would he have to come back and do another application?

Ms. Patterson replied he would not meet the criteria for doing a PUD. The code has changed and he would need an acre and half. There is the conditional zoning option in the zoning code. We have only done that a few times, and these can be very challenging as these are al a carte and these are very hard for staff to manage over time when there are certain uses that are restricted or allowed on specific properties.

Chairman Messina commented that we can't restrict the property but we can rezone.

Mr. Holm replied this is what Ms. Patterson was stating with conditional rezoning. The City Council has approved conditional zoning from time to time. Staff is a weary of doing that because it becomes hard to manage over time and ends up being similar to what we have now. If you look at the city's informational zoning sheets and residents come and they ask what can I do with my property and we look at the R-12 zoning, the more time that you put these conditional zones on there, the more staff has to go and find which specific parcels that applies to and give them that information. It becomes quite the task over time.

Commissioner Luttrupp asked if there could be a development agreement.

Mr. Holm replied you can, but it's a very small piece of property.

Commissioner Luttrupp stated the property is surrounded by C-17 and C-17L and this property is between. The applicant wants to go to C-17. It seems like the C-17 would be the proper thing to do without hearing from the applicant first.

Commissioner McCracken asked about the details for parking and where they would have vehicular access onto the lot.

Mr. Holm replied he had discussed this with the City Engineer today and asked him how they would access the site. When this was originally done 45 years ago there was a lot of comments that the residential street shouldn't have commercial traffic on it. The City Engineer said he would rather have the access from the existing point of access on the site which is on Second Street rather than having the traffic stop to wait to turn into a parking lot off of Harrison, however he said if Planning Commission wants it the other way, he would be happy to do either.

Chairman Messina asked what is the C-17 to the west of the property.

Commissioner Fleming replied it was the library years ago.

**Public testimony open:**

Aaron Mote was sworn and introduced himself. He stated there will be no business operations going on in the lower level of the caretaker's unit. The caretaker's unit is very necessary for that property because of the Help Center next door. He loves St. Vincent de Paul and he has donated \$35,000 dollars this year. But there are serious problems with vagrancy in the area due to the nature of what they do there. People have been known to be sleeping on the back fence line. He lived on the property when he first moved here. He enjoyed living at that property. He considered a rental property instead of the commercial use, but he does not think it would be the best use. The best use would be a small business or professional management office with a caretaker's unit to properly oversee the property with onsite security. There have been beer bottles thrown into the property. He feels he has provided a plan for adequate parking in front of the ADU and he could fit three or four vehicles in front of that. He would have two parking spots for the office. He would like to provide a nice sidewalk and a blinking crosswalk would be a nice addition. He offered to pay for that as well.



Chairman Messina asked Ms. Patterson if the applicant would have to adhere to all of the parking regulations.

Ms. Patterson replied yes, that is correct.

Commissioner Ward asked about the existing building. Will that be converted into the office and you will be adding the additional separate caretaker's unit?

Mr. Mote replied that he would like to put the ADU as far back in the left corner as much as possible to provide as much parking as he can on the property. If he needed to, he would take out the existing garage to provide more room for parking.

Commissioner Ward asked about what kind of business and how much traffic would come and go throughout the day.

Mr. Mote replied he owns Direct Siding. He does mostly in-home consultations right now. This business would be his physical design meeting place. He hopes to have a larger place in three or four years at a different location if he outgrows this space. Right now, he does have some trailers parked on the property. These will be moved as soon as the zone change is approved. He has hired an architect to start this project a year and half ago. He spent some money on the plans and thought he was good to go. Mr. Mote was surprised when this PUD came up as part of the zoning and he learned from city staff that this could not move forward without a zone change. He has been stuck in a situation where is hasn't been able to do anything because he did not know what to do on the property.

Commissioner Ward asked again if his plan was to convert the existing residence to an office use and build a caretakers' facility in the back closer to Vincent De Paul and have the parking and access in the area between the existing building and St. Vincent De Paul.

Mr. Mote replied yes.

Commissioner McCracken asked the applicant to clarify if the siding materials will be stored onsite.

Mr. Mote replied nothing will be stored onsite. There will be maybe one company vehicle parked on the property. He will be removing all trailers and everything will be removed from the property as soon as the development starts. There will be no building materials on the property. It will purely be a real estate office to meet one client at a time.

Chairman Messina asked if he would be remodeling the existing home somewhat to turn it into an office.

Mr. Mote replied there will be a \$75,000 plan to remodel the existing home.

Commissioner McCracken asked if he is just using the business for office use, why can the PUD not just be used.

Mr. Mote replied he could not build the structure with the PUD. He needs the ADU for the investment. He wants someone living there on the property. He will have security cameras.

Barbara Stamas introduced herself and was sworn in. She stated we have caretakers on the street now. She feels the property has deteriorated since the applicant has lived there. The fence has broken down. She is not happy. The parking is horrible. There were 11 people living at the home at one time.

Chairman Messina replied the intent of the caretaker's unit is not an assisted living home. The applicant will explain again what he wants.

Lori Dawson introduced herself and was sworn in. She stated her concern is the caretaker's unit. The parking is an issue. Her garbage cannot get picked up when cars are parked on the street and her street cannot get

cleaned. There is trash is all over. She is concerned with the homeless in the neighborhood.

**Applicant Rebuttal:**

Mr. Mote said he would like to clarify the caretaker's unit would be for the use of an employee to live on the property and take care of the property, take care of the business, and contribute to the safety of the neighborhood. Going forward with parking there should be two cars during the day for business and maybe a customer during the day. He would like to make the improvements to the property but it been on hold for two years. The existing home is currently unoccupied right now. If he does not get the zone change, he will turn it into a rental.

Commissioner Luttrupp commented that it is zoned C-17PUD currently. This specifies what the use can be limited and restricted to remodeling the existing house into an insurance real estate office. This is the way the property currently sits. You will need a zone change for what you would like to do to either a C-17 or C-17L. He feels the neighbors would feel comfortable with a C-17L because it would be more restrictive. Would that meet your requirements?

Mr. Mote replied he has not reviewed them enough but if they would meet his requirements he would answer yes. He would just want to make sure the zoning district would allow for an ADU.

Ms. Patterson stated the applicant stated this evening he does not intent to have the display or the retail sales at the business. So, it sounds like the C-17L would meet his needs.

Mr. Mote replied he had no intention out retail sales or displays and he thought he made it clear. He apologizes if that was not presented clearly.

Ms. Patterson stated the C-17L does allow the caretaker's apartment and it allows the service uses, including administration professional offices.

Mr. Holm replied in his professional opinion if he is using it as for strictly as an office space for people to show up and open a book, then that is just office space. If there are no goods being stored there. This would be a C-17L use.

Chairman Messina asked Mr. Mote if the existing home will be used as his office space.

Mr. Mote replied 100%.

Chairman Messina asked if the ADU will be used by the employee. Will the employee live there and take care of the property and the office?

Mr. Mote replied yes.

Commissioner Fleming asked if he has reviewed the C-17L zoning sheet.

Ms. Patterson handed Mr. Mote the C-17L zoning district information sheet.

Mr. Mote replied, after look at the sheet, that this would fit what he would like to do on his property.

Commissioner Fleming stated if the Commission recommend the C-17L tonight, would you be happy with that?

Mr. Mote replied yes it would work just fine for his intentions on the property.

Commissioner Luttrupp stated if you were to turn around and sell the property, it would have the C-17L zoning and the uses allowed by right. Are you ok with that?



Mr. Mote replied yes, that would be fair.

Commissioner Luttrupp asked do you feel comfortable with C-17L?

Mr. Mote replied the City initially came back to him with C-17. He just wants to do what is right and both of these zones seem to fit. They both have the ADU as an allowable use.

Chairman Messina stated the C-17 is a broader use. The C-17L is more restrictive.

Mr. Mote replied he is not intending to sell the property. He just wants to use the property for a professional office and an ADU. It works for him either way.

Chairman Messina asked Mr. Adams if the Commission can recommend to change to a C-17 to a C-17L tonight.

Mr. Adams replied if the applicant is willing to do this, the Commission can recommend C-17L to City Council as to the new zoning.

Commissioner McCracken asked where the caretaker's unit would be on the property.

Mr. Mote replied it would be above the garage.

Commissioner McCracken asked about the Community Commercial zoning. You could have the caretaker's unit above the garage without a Special Use Permit. Isn't that correct?

Ms. Patterson replied yes, it has been done before, on 4<sup>th</sup> Street.

Commissioner McCracken said this would allow both of his uses and be restrictive for the neighbors, right?

Ms. Patterson replied yes, it would require a little more buffering between his uses and the neighbors.

Commissioner McCracken stated yes it would have more buffering and she feels when she looks at C-17L you get into boarding house, group dwelling, education, etc. More uses with parking or religious use. The CC would get his project going but would also limit the uses for the neighbors. She feels like this would balance all the uses out. This would meet all of Mr. Mote's needs without the Special Use Permit and fit the neighborhood the best.

Mr. Mote replied he and Mr. Holm did look at that use.

Mr. Holm stated he and Mr. Mote did look at the Future Land Use Map and those compact neighborhoods. He chose this zone for his request but he was told that ultimately the Commission and City Council will make the final determination.

Commissioner Ward stated he does not have a concern about the office type use. The area along Harrison Avenue is rapidly changing and, in a few years, it will totally be changed. He wants to make sure whatever the commission does this evening keeps the change to the Harrison Avenue frontage. He is not big on spot zones.

Chairman Messina asked Mr. Adams if we do a C-17, would that allow whatever falls under that zoning.

Mr. Adams stated it would allow all uses under the zoning district, unless there was conditional zoning limiting the uses. That is not applicable.

Commissioner Fleming stated if this property sells tomorrow, the C-17 is wide open.

Commissioner Luttrupp stated if you look at this site, the C-17 is moving this way. The proper zoning is either C-17 or C-17L.

Mr. Mote replied he would like the C-17L. He thinks this would work for his needs.

Commissioner McCracken asked if he would consider NC.

Ms. Patterson handed both the NC and CC zoning district information sheet to Mr. Mote for him to look them over and make a decision.

Mr. Mote replied he would like to continue with the C-17L. If he were to sell the property, he would not want to limit the new property owner to not be able to have duplexes, which both NC and CC both restrict those.

**Public testimony closed:**

**Commission Discussion:**

Commissioner Luttrupp stated he would like to recommend to change the zone to C-17L.

Chairman Messina commented he likes the C-17L as well. It lets you have the option of a duplex. The NC takes that away.

Commissioner Fleming stated the lot is not large enough for a juvenile facility or a hospital. We are trying not to have it do damage to the neighborhood and have it fit in. C-17L fits nicely. Currently it does harm the residential homes it gets away from the "free for all" of the C-17. He will address the parking. C-17L makes sense.

**Motion by Commissioner Fleming, seconded by Commissioner Luttrupp, to recommend that City Council adopt the C-17L zone change (ZC-1-25). Motion carried.**

Commissioner McCracken states she feels the NC is a better fit. She would prefer the NC and it would still achieve Mr. Mote's goals and would better protect the neighborhood.

**ROLL CALL:**

|                        |                  |
|------------------------|------------------|
| Commissioner Fleming   | Voted Aye        |
| Commissioner McCracken | Voted <b>Nay</b> |
| Commissioner Luttrupp  | Voted Aye        |
| Commissioner Ward      | Voted Aye        |
| Chairman Messina       | Voted Aye        |

Motion to approve carried by a 4 to1 vote.

**OTHER BUSINESS:**

1. Downtown Core/Infill Working Group Progress Update
2. Historic Preservation Commission Efforts

**Presented by: Hilary Patterson, Community Planning Director**

**Downtown Core/Infill Working Group Progress Update**

Ms. Patterson said she will be providing an update on the work of the Downtown Core/Infill Working

Group and also the Historic Preservation Commission's efforts.

She noted that 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 on community feedback.

Some of the guidance that the infill group gave us was to incorporate an historic preservation perspective to evaluate the development potential of downtown looking at what's allowed in our current code and what it could look like if we built out under the current code also looking at impacts of the current code on infrastructure and traffic and looking at possible alternatives to height and FAR, (floor area ratio). Currently you can go up to 220 feet tall in the downtown if you can meet all the floor area ratio bonuses and so we've been receiving some community feedback that maybe that's too tall and that might be taking away from the character of the downtown and potentially could contribute to a loss of some of the historic characteristics of the downtown. Also, the working group has been evaluating what's allowed currently with the FAR bonuses and looking at other communities to see how they are addressing these same issues and what guidelines and standards they put into place. Then, of course, a big component as we get further along will be making sure we're engaging the stakeholders, property owners, the businesses, those that are downtown, as well as the rest of the community and getting input from them and doing communication and outreach.

She listed the working group members and city staff involved in the effort.

Ms. Patterson shared slides showing the downtown core boundaries and noted it is the bigger boundary here and the dash line is the downtown core. The area with the fuchsia coloring is the area that's the mandatory review of the design review commission and the areas outside of that, it would just be a staff review of any proposals that come through.

The infill areas that we're talking about with this working group are the Downtown North and the Downtown Overlay East the Midtown Overlay we're not looking at this time. The Downtown North is a little tricky because there's underlying zoning. You have to look at both the existing zoning and then the overlay and then there's the downtown core that overlaps some of it. We've talked about maybe separating that out making it easier to administer. The Downtown Overlay East boundary is here. Again, there's a variety of zoning districts that fall within the overlay area.

We've had 12 meetings with the working group we've been trying to have two meetings a month, we've had a few months we couldn't achieve that but we've been working hard to go through a lot of material and evaluate the code and look at other communities and come up with some recommendations so we're still working through the process. Our first meeting was last May and then we did a check-in with City Council in July. Here is the feedback that Council gave us, they said they like where we're going, we definitely do want the working group to consider the view corridors and the towers. They did like preserving kind of a historic core that would have limited heights and then having some historic characteristics on the Main Street. Looking at how the design guidelines would interplay with that. Addressing parking kind of our current parking standards and the fee in lieu of option that you could pay a fee instead of providing parking. They wanted us to definitely look at the FAR bonuses, see which ones could be removed and then if other ones should be added. They asked us to evaluate making Sherman Avenue and Lakeside into one way streets. This was evaluated a number of years ago but this is something that they've asked us to look at again. They want us to incorporate public safety so work closely with Police and Fire as we get further along. They liked the idea of us doing modeling to evaluate the development potential using software and also working with University of Idaho architecture program to do some cost savings. That was their feedback.

We have reviewed our existing code our existing design guidelines as well as a number of historic documents that have been done such as economic development studies done for the city for the downtown. We have outlined some desired scenarios to model such as buildout under the current code and then looking at some varying changes to height and things like increasing or decreasing FAR (floor

area ratio). We've had conversations with a University of Idaho architecture professor about getting some of their graduate students to help us with modeling and also helping us with imaging for the revised design guidelines. We met with Ali Marineau from the Kootenai Metropolitan Planning Organization about traffic modeling based on the scenarios. We have looked at the development standards, FAR bonuses, and design guidelines from other communities. I mentioned for those overlay districts we've discussed it might be a lot easier for everyone if we just created separate zoning districts instead of having three different zoning districts with an overlay on top of it and trying to figure out how that works with the code consistency. We also looked at outdoor lighting considerations at our last meeting. One of the other things that Mr. Holm and Mr. Behary have been doing is working on trying to create a base model or what you call a "digital twin" using ESRI software. You're probably familiar with our GIS maps on the City's website where you see the zoning layers and partial property information. ESRI has this technology available where you can create 3D modeling and you can build it up and you can do it based on existing plans and different scenarios, and then you can turn the image around, look at shadows, look at sight lines, etc.

We're going to discuss this more tomorrow with the working group. I thought it would be fun for you to see some of the behind-the-scenes. With Mike Behary retiring, we're going to be needing to lean more about how the University of Idaho architecture program can help with this effort.

We have been looking at communities' design guidelines and one of the ones we really liked is Kalispell, Montana. They have done a nice job of addressing historic preservation but allowing modern architecture to be built so they're not trying to create a false sense of history but allowing things that are compatible. In these images you can kind of see the scale and the size and some of the design elements really fit well with the historic architecture but it is modern design. We are looking at what they've done to incorporate that in terms of language and imagery into our design guidelines.

We have a lot still to do so here's kind of a list of our next steps mentioned previously. We want to look at what are those boundaries and how do we address the infill areas, look at the parking, in addition to parking ratios and that fee in leu of, and leasing of required parking areas. We need to do some additional modeling to really truly come up with those scenarios and then once we have those scenarios figure out what does that look like for used types for the square footage and then run that through the traffic modeling and run that through for impacts on utilities and traffic.

Commissioner McCracken asked when they pay fee in leu of parking, how can they pay for all parking?

Ms. Patterson replied they can. But we've had very few developers that have taken advantage of the fee. We probably need to look at what the actual cost of fee in leu should be nowadays. Our fees are based on 15 years ago or more for the fee in leu of, but it's very expensive to build parking.

Ms. Patterson continued with her presentation and stated we want to look at the allowable heights and that looking at the one-way roads and what the impacts would be to traffic for that making sure we get input from public safety and stakeholders. Once we have all that kind of put it together in a draft, we will get more input from the public and others and then bring that to this commission and then to City Council for consideration of both the development standards and the design guidelines. We've also talked about it would be great to have some of the University of Idaho students actually package up the design guidelines because that was something that was previously done by Mark Hinshaw and his company. We thought that would be a nice student project.

Chairman Messina asked regarding the FAR what kind of input were you getting to say like what can you increase the FAR's or what are you going to give us if you want more FAR's. What was the discussion on that? Also are you considering expanding the area for the Design Review Commission's review beyond what we have right now and/or maybe lower the square footage of some buildings to have a threshold for staff versus commission review.

Ms. Patterson replied we have not addressed that yet so that's a very preliminary kind of discussion but that would be something that would make sense because, you're right, if it's a very small thing maybe it doesn't need to come for commission review and it could just be staff. We'll look at that. The other question regarding the FAR ratio, currently there are things that you can currently get a bonus if you have recreation space so if you're providing a gym within a facility that's only for people that live in that building, that can be a bonus. There are some other bonuses that Council asked us to remove or review, like water feature. But there are other ones we talked about that would be really important such as workforce housing. We've had the discussion about how do you incentivize that. No one has ever taken advantage of it and it's currently in the code. So, the question is do you have to make it a bigger bonus and how do you trying to figure out realistically what does that look like to achieve the goal. It's really kind of an overhaul of the FAR bonuses and looking at other communities to see what they've done. We've added some neat ones for consideration like a public restroom and an indoor public space, picture an atrium space that could be a year-round space to get out of the weather.

Commissioner McCracken asked if you get rid of the overlay, would you get rid of both overlays, and then are you just getting rid of the Downtown zone.

Ms. Patterson replied we've talked about the Downtown Core zone and then possibly instead of the Downtown North overlay, maybe creating a Downtown North zone. We just talked about it'd be nice to simplify because it has been a challenge to administer.

Commissioner McCracken stated it's similar to the application today where if you have these little PUDs or overlays. For someone purchasing the property, it would be nice if the regulations were very clear on what the restrictions are on it. She asked to see the slide again showing the map boundary of the Downtown Overlay East. It looks like right by the entrance to the City Hall parking lot there are two little parcels at the bottom. Is there a reason why those are separate?

Ms. Patterson replied that she thinks the property owner kept asking City Council to include that in the Downtown East. The one is that parcel and the other is our new Museum site right where the White House has been relocated. We talked too about whether the Downtown East should also include the East Sherman area. If we do that, it becomes a bigger task. But those are some of the things we've discussed as well.

Commissioner Luttrupp stated he thinks that this committee that Ms. Patterson on is excellent. To him it's what was similar to how Atlas was started. We wanted waterfront. We wanted to do something to have waterfront for the public and the city went through a process, a rather elaborate one, and it resulted in open waterfront for the city and other buildings. The city has a desire to keep our downtown area in a certain form, in a certain fashion, in a certain way, and we understand proper rights and so forth, but still we were going ahead to try to see what we can do to keep Coeur d'Alene. Your group that you're working with, that's working. You're to be complimented on taking a task like this on because two meetings a month, it may be a lot but, you're going to accomplish something. It's a small investment. He congratulates the working group and looks forward to seeing the next report.

Commissioner Ward said everyone complains about height and they think 20 story buildings are horrible and we have got to abolish them. Is there anyone looking at the height of the apartments around town. There are a lot of four stories apartments. If they were five stories, they'd have to be sprinkled which makes more cost but may also generate more construction and more buyers and actually bring prices down somewhat. But I just think you know it's either the four or 20 stories is just kind of a dichotomy that doesn't really work very well. I understand your group has not yet looked at the zoning outside of the downtown area to determine if that would be something that could be discussed with this Commission in the future.

Ms. Patterson replied currently if you're doing multi-family, you'd be 45 ft tall would be kind of your general one unless you do the R-34 density increase to get to 63 feet tall. So that would be your maximum height



unless you have a mixed-use commercial building where commercial is more than 51% then you can be unlimited for height. We haven't seen that happen. But you're right that could be something to look at to incentivize additional development.

### Historic Preservation Commission Efforts

Ms. Patterson stated she wanted to give an update on the historic preservation commission's efforts so as you're aware of what has been happening. The commission was formed in 2019 with the goal of preserving our historic buildings and neighborhoods and there are a number of duties. They are able to help make a designation of historic properties and historic districts and make recommendations in the planning process, including recommending ordinances and actions. They have recently been working on a demolition review process so they can enter properties and take photos for documentation and then also taking public comment and testimony on issues of historic importance. Here is a list of our commission members and in addition we have a city council member, Kiki Miller, as our liaison. We are a certified local government and had our ordinance adopted and the commission formed, all in 2019. Then quickly thereafter we received grant funds and we worked on a historic preservation plan that was adopted by City Council in 2021. The commission itself wasn't directly involved in the Hamilton House preservation and getting that listed in the National Register of Historic Places but they were instrumental in helping provide that support and doing a review of that nomination that would go to the State Historic Preservation Office and then to the National Park Service for final listing. Last year was the first year we started celebrating May as preservation month, which is a national event. We'll be doing that again this year and we started a Heart of History award program two years ago. Last year that was rolled into the preservation month celebration. Currently we are finishing up the Garden District nomination to the National Register of Historic Places. We hope to get listed early this year. The commission was also involved with and worked closely with staff and community activists on efforts to help preserve the Roosevelt Inn. We worked closely with City Attorney Randy Adams on coming up with a facade easement to help preserve the exterior of the structure and require that the new owners would preserve that. We worked with the commission and staff to bring forward a temporary moratorium to City Council, which was adopted and expired in December. We've had some recent success with doing some salvaging. There were some photos in the paper and Commissioner Fleming wrote a My Turn in there about the vault doors from the Johnston building which was a bank building built in 1905. They are pretty impressive doors and they have both been salvaged. We also have a new demolition review process and we've had our first meeting with an applicant. The goal is to provide input, have a discussion with the owner to say is it possible to preserve the structure and if not, would you consider some input on the new structure. The commission is not going to say no you can't demolish it, but they'd like to offer some input on how the new structures could be more compatible with the historic character of the neighborhoods.

Chairman Messina asked is that more of just a discussion or recommendation because he believes he read in the paper or heard that the person who owned a property said thanks for the input and they will consider it, but that they really don't have to comply with the commission's input.

Ms. Patterson replied that's correct. On that particular case, we have not received any requests to do a variance. That was a recommendation of the commission to the applicant to doing a variance to reduce the side yard setback to allow the garage and the driveway to access off the side street to make it fit more with the neighborhood. I think based on timing, cost and process, the applicant decided not to pursue it. she doesn't know if it's going to happen.

Chairman Messian asked if the historic commission is looking at or having discussions about putting a little more teeth into something like that.

Ms. Patterson replied the commission, at this point, is just kind of evaluating the process and trying to figure out how to improve it and then if that is a desire, they will definitely have to go to City Council and get their blessing. Council would have to change the code. At this point it's just a recommendation on the replacement structure. They get to review the ones that they select if it was built prior to 1960 and it is of historic significance.

Chairman Messina asked at this point is there anything that the historic commission could do to have input on the overlays in downtown and on Sherman.

Ms. Patterson replied yes, three of them are on that working group for that very reason to make sure that we have that that interface and we are getting their input.

Ms. Patterson continued. Another one we recently had was a very small stakeholder meeting with some property owners along the Government Way corridor because that's been identified as an area that has a lot of historic integrity and the neighbors are really cohesive and have done some things in the past to protect the trees along the median. The goal was to visit with them and get their input on what are things they'd like to preserve and what changes concern them in the neighborhood, to see if they might want to do something related to historic preservation.

Chairman Messina asked about Government Way and some of those historic looking existing homes and the new homes going in there, which we've seen some that they don't match too well. They're nice houses but they're not fitting the character. Would there be further discussions on the design review guidelines and having them expand to any of those areas that the Historic Preservation Commission is looking at to say, here's some design guidelines?

Ms. Patterson replied we have had some discussions and there are some different options. When we brought forward the historic preservation plan and City Council adopted it, there is some language in there to allow for historic overlay zones and within that we anticipated it might be similar to an opt-in where the neighbors would say we want to have this designation and it might have certain design criteria, not super specific and not saying what color, or requiring finials or things like, that there might be certain things that they might want to consider. For example, if there's an alley, to use the alley access, or having the accessory dwelling unit look like the primary home. We're going to be asking some of the neighborhoods if they want to do that or not. At this point it's really up for discussion. I don't anticipate it would become something that would be a design review commission item but it might be something that would be reviewed by staff or maybe the Historic Preservation Commission. At this point the commission really wants a light touch but wants maximum effect, right, so it's this whole balancing act. We want to protect property rights but we also want to make sure that all of the neighborhoods don't change so significantly that people don't recognize Coeur d'Alene.

Commissioner McCracken asked about the Garden District application and if staff could provide a clarification about the contributing homes and non-contributing homes and if the contributing homes are pre-1960. Is that right?

Ms. Patterson replied it's 50 years or older for historic, but for the demolition review process we chose prior to 1960 just to help limit the number of properties reviewed. For historic preservation and for the National Register, it's 50 years or older is considered historic. A contributing home, there's a couple different parts. Yes, it has to meet the age requirement but also it has to be a certain architectural style that's representative of Coeur d'Alene's history and hasn't been significantly modified over time. We bring in an expert that helps us do this analysis and they identify these properties. For example, there might be a home that was built in 1940 but it has been converted and has this huge addition. So now it's non-contributing because it looks nothing like it did when it was built and it's not really helping contribute to the historic character of the neighborhood.

Commissioner McCracken stated in that application her understanding is the amount of contributing is like the low 50s like low 50%.

Ms. Patterson replied it's kind of confusing because the total number is over 60% that are contributing and in order to be a historic district you need to be 51% or more for the National Register of Historic Places. The National Parks Service added within the last year that you have to evaluate out buildings as well and so when you average those it brought it into the 50% average for contributing. That makes it

really tricky because there's a lot of out buildings that even if they were built in the 1920s are not contributing because they're dilapidated.

Commissioner McCracken stated for the example the one that went before the Historic Preservation Commission - one home on a double lot. That one home was contributing and it's going to be torn down and have two homes that are non-contributing. If that's correct are we're already really close to that buffer, is there some urgency in having an overlay to protect that before we get into the not qualifying threshold? It's to be a concern when they're getting torn down to build two non-contributing homes and we're already really close to that percentage.

Commissioner Ward stated if the house was built before 1960 it is considered to be potentially historic, he just has to say if you have any idea how disconcerting this for me knowing my age.

Ms. Patterson said we are working with a consultant and tomorrow will be a kickoff meeting for the downtown reconnaissance level survey which is evaluating all of the structures in the downtown area and this will be great. It'll really interface well with the work we're doing with the working group to understand what exists now, the characteristics of the buildings, the heights, massing, and all those different things, and then the age and the architecture. That's exciting work. For preservation month there's already work and discussion underway about what to do this May. We'll continue with the momentum we've been building and do another reception to do the Heart of History Awards. If Garden District gets officially listed, we're hoping it'll be before May so that can be celebrated with some tours and an event and then doing some additional outreach and working with the Museum of North Idaho and the Kootenai County's Historic Preservation Commission.


**ADJOURNMENT:**

Motion by Commissioner Fleming, seconded by Commissioner McCracken, to adjourn. Motion carried.


The meeting was adjourned at 7:16 p.m.

Prepared by Traci Clark, Administrative Assistant







# **PUBLIC HEARING**



This Page Intentionally Left Blank



# STAFF REPORT



This Page Intentionally Left Blank

**PLANNING & ZONING COMMISSION  
STAFF REPORT**

**FROM:** SEAN E. HOLM, SENIOR PLANNER  
**DATE:** MARCH 11, 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):**



**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*)

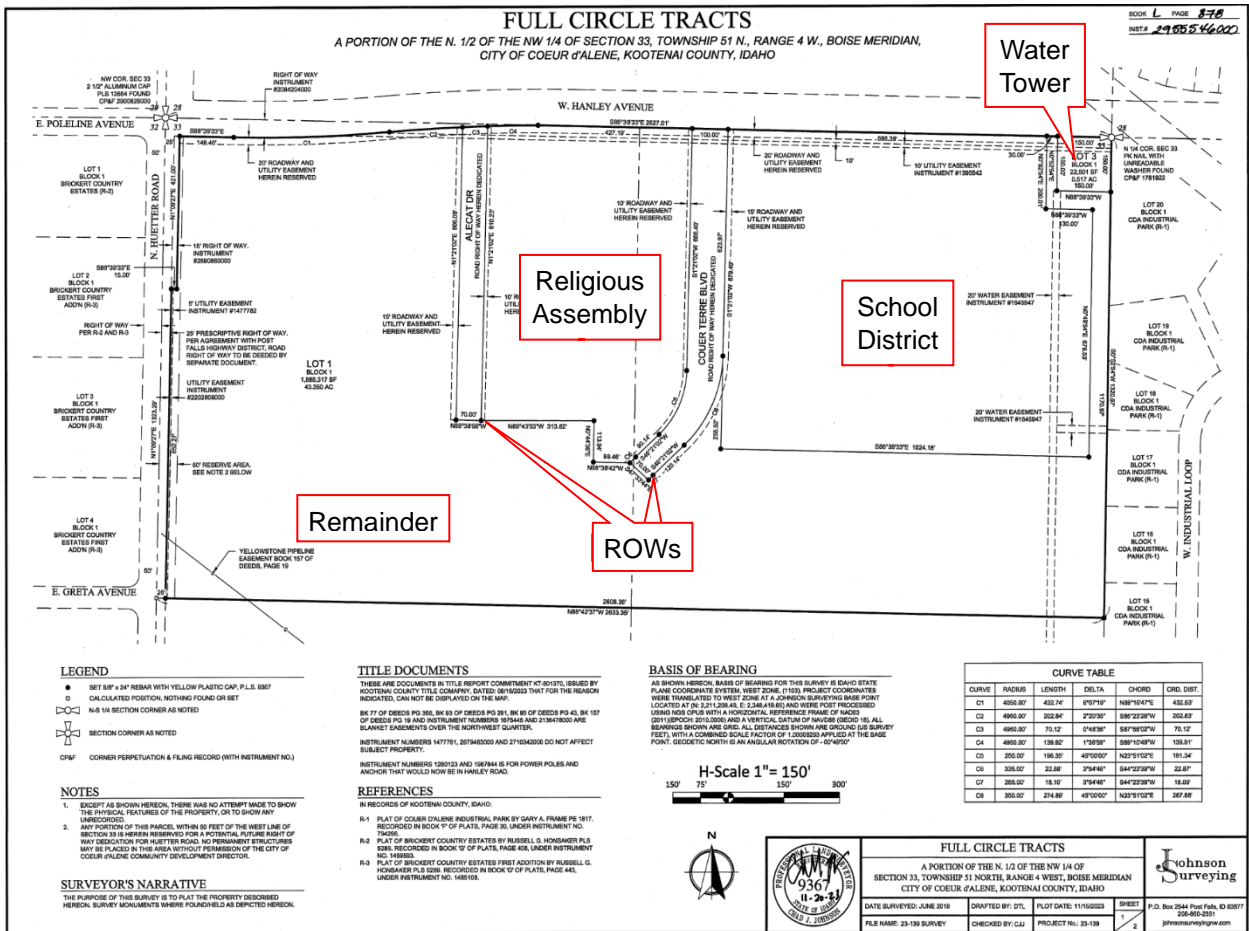


- The maximum number of residential units is capped at 2,800, despite zoning that could theoretically allow for approximately 4,940 units. This cap is based, in part, on the current capacity of the City's wastewater system.
3. Public Improvements and Dedications:
- The Owners are responsible for constructing 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.



# 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 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 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.

### **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.

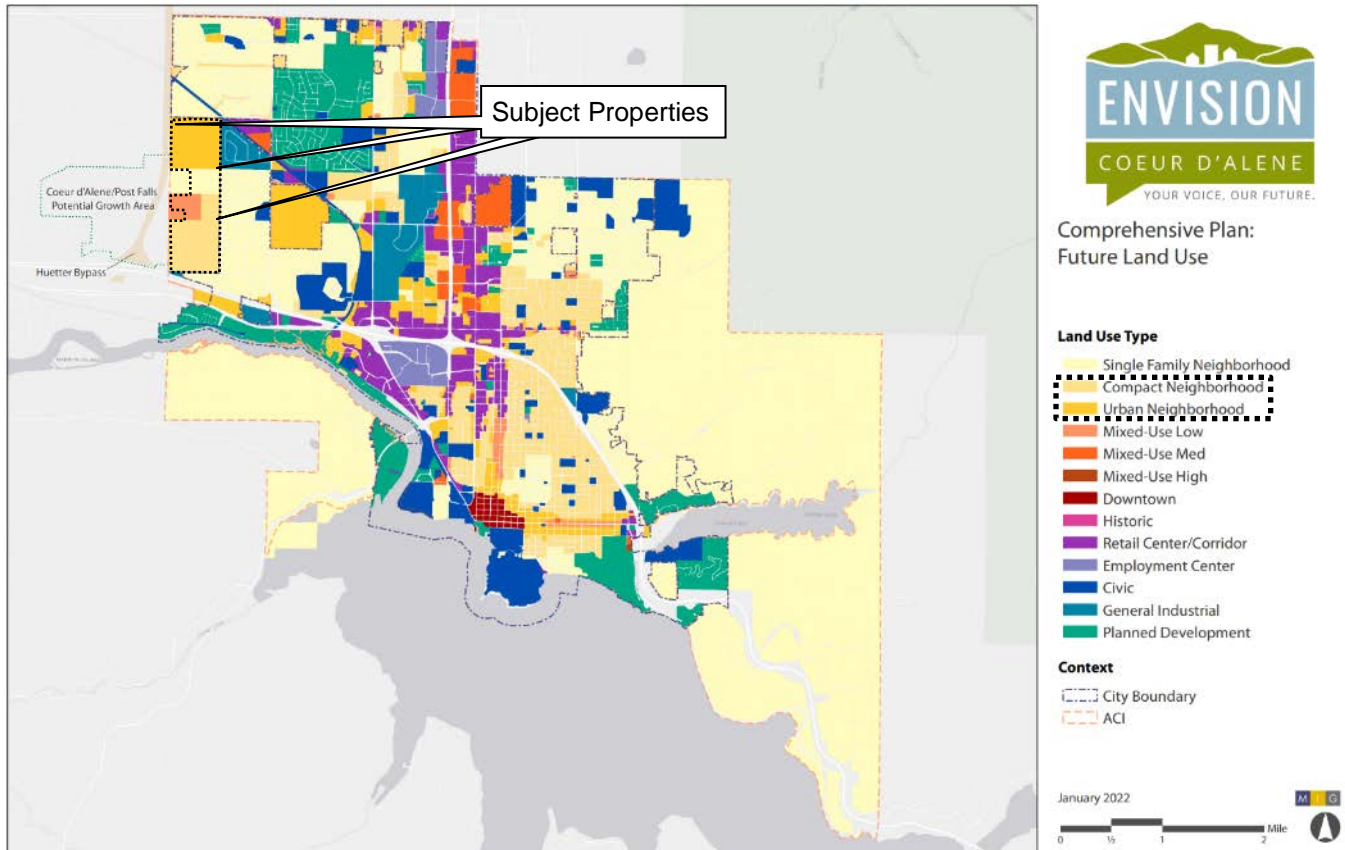
## REQUIRED ZONE CHANGE FINDINGS:

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

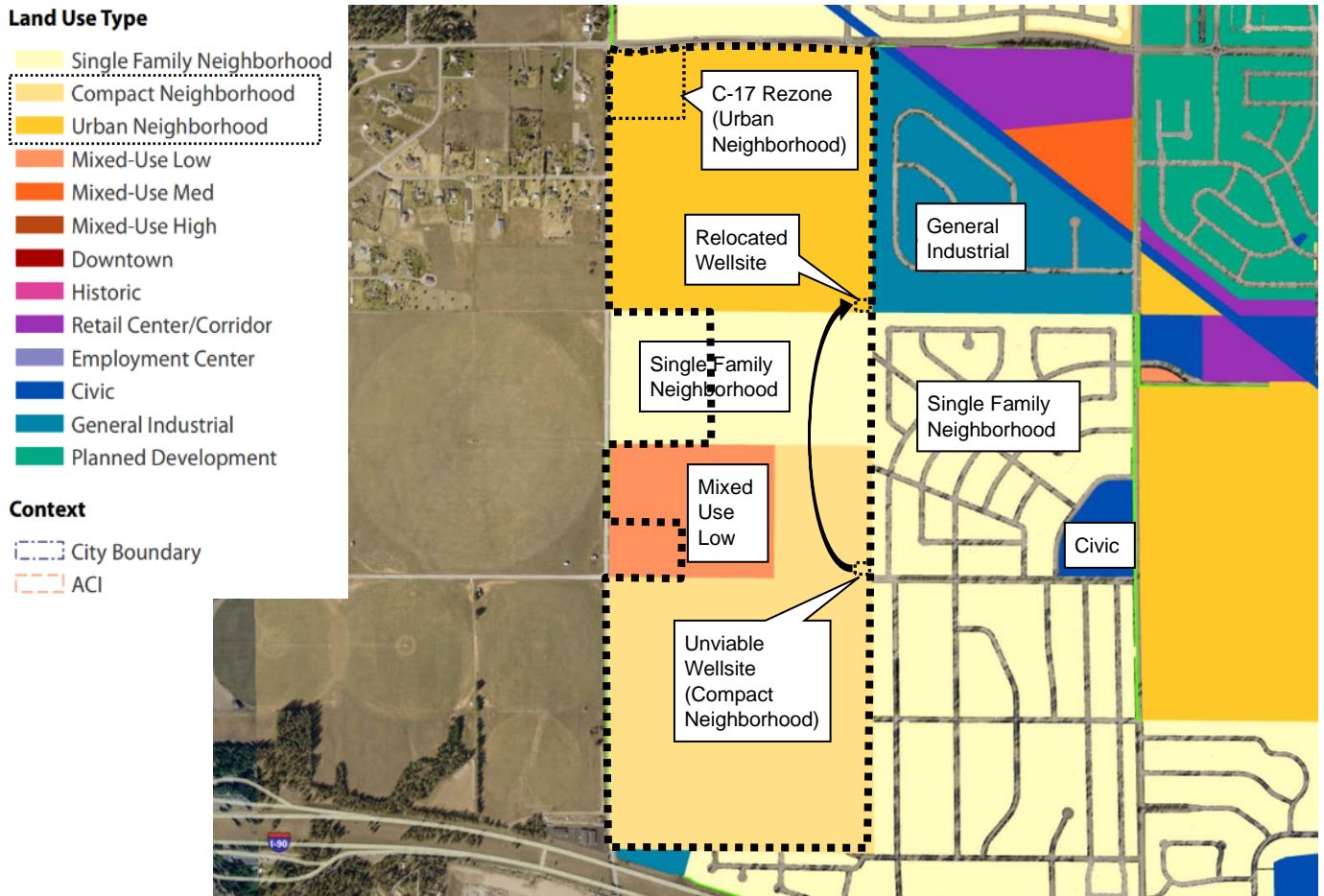
Use the following information, as well as the attached Comprehensive Plan goals, objectives, and policies to make findings **A9, A10, & A11**.

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.

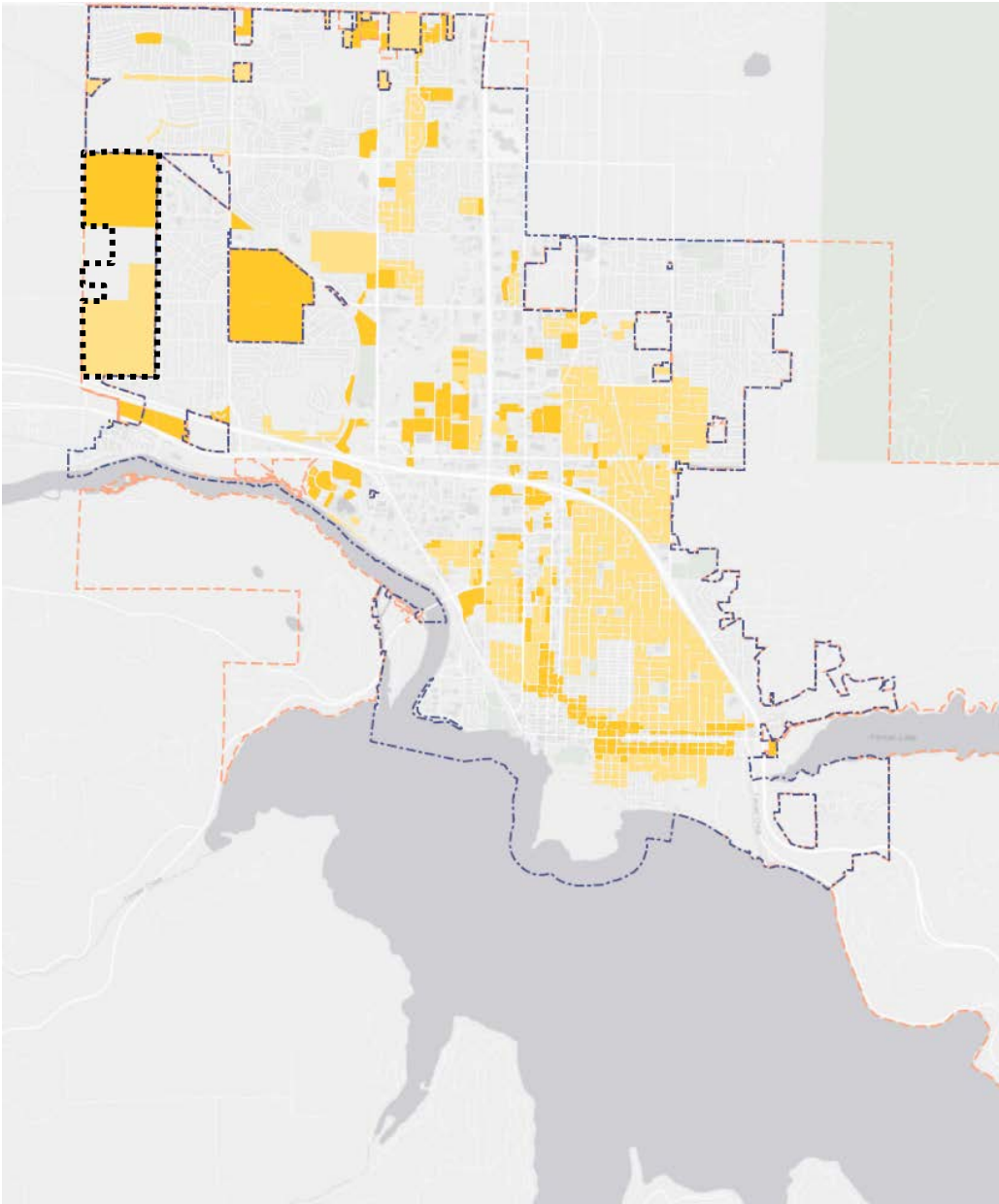
**Compatible Zoning: R-12 and R-17; MH-8; NC and CC**



### 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

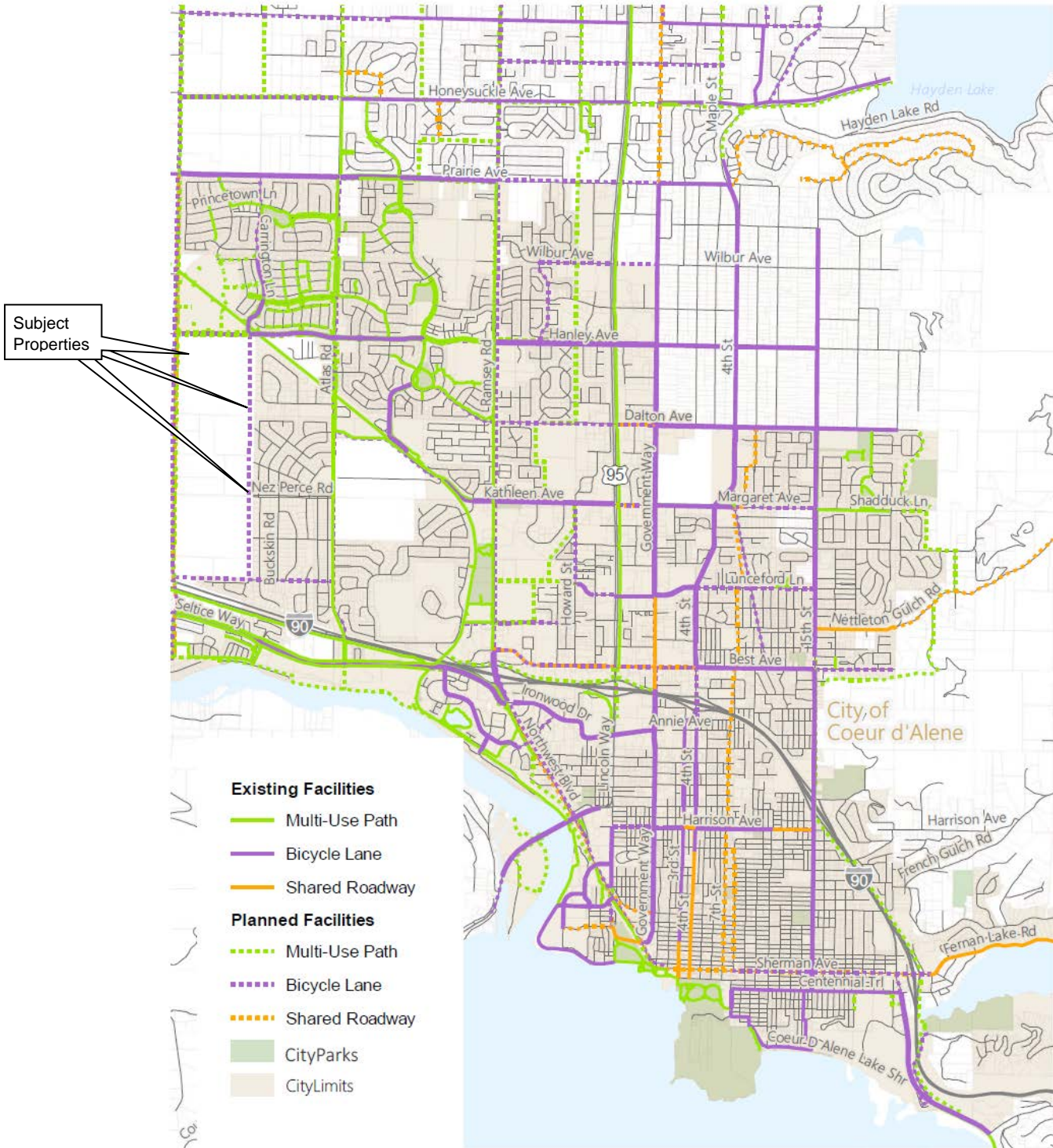
- Apartments, condominiums, townhomes

### Compatible Zoning

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

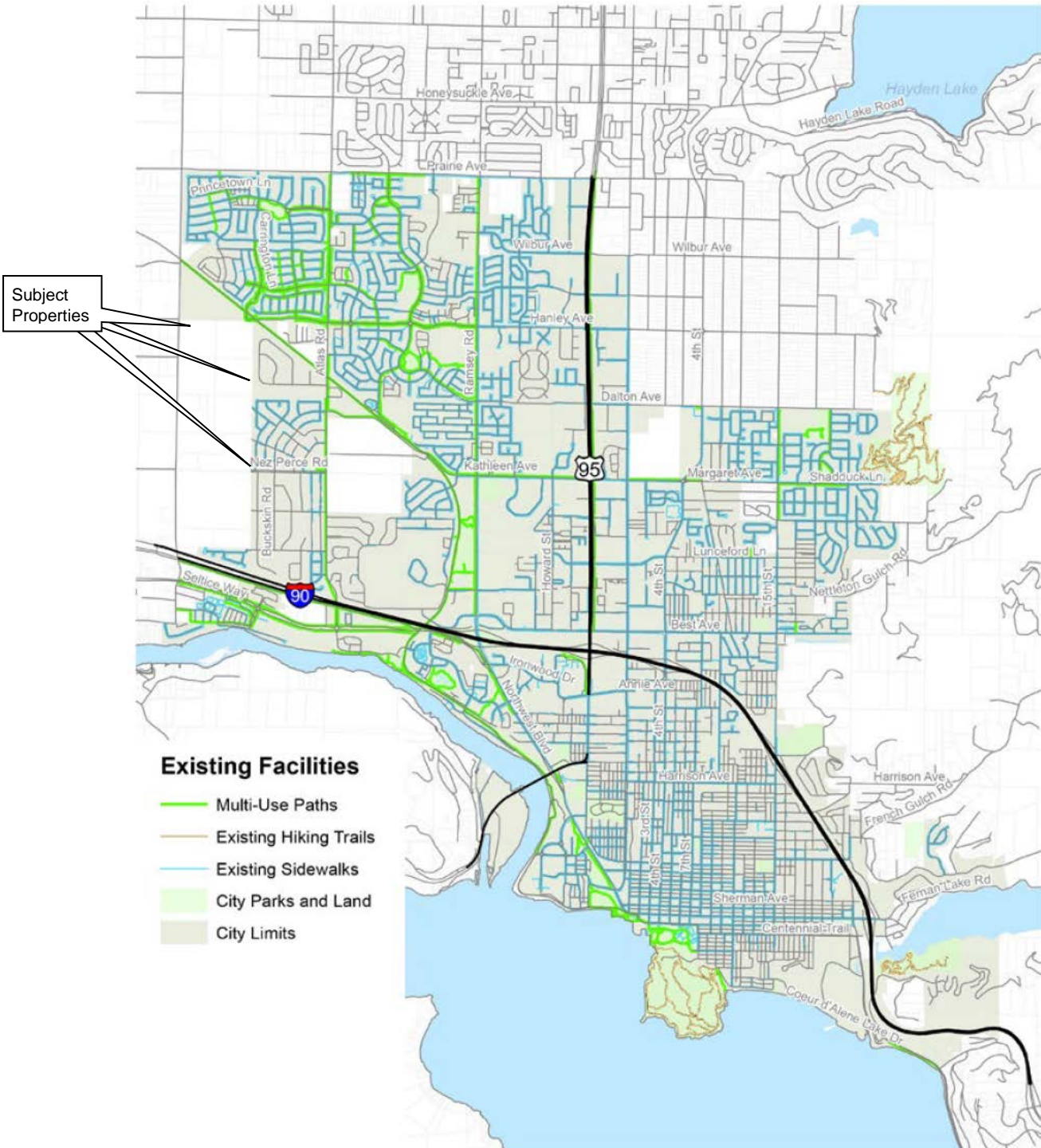
# Transportation:

## Existing and Planned Bicycle Network:



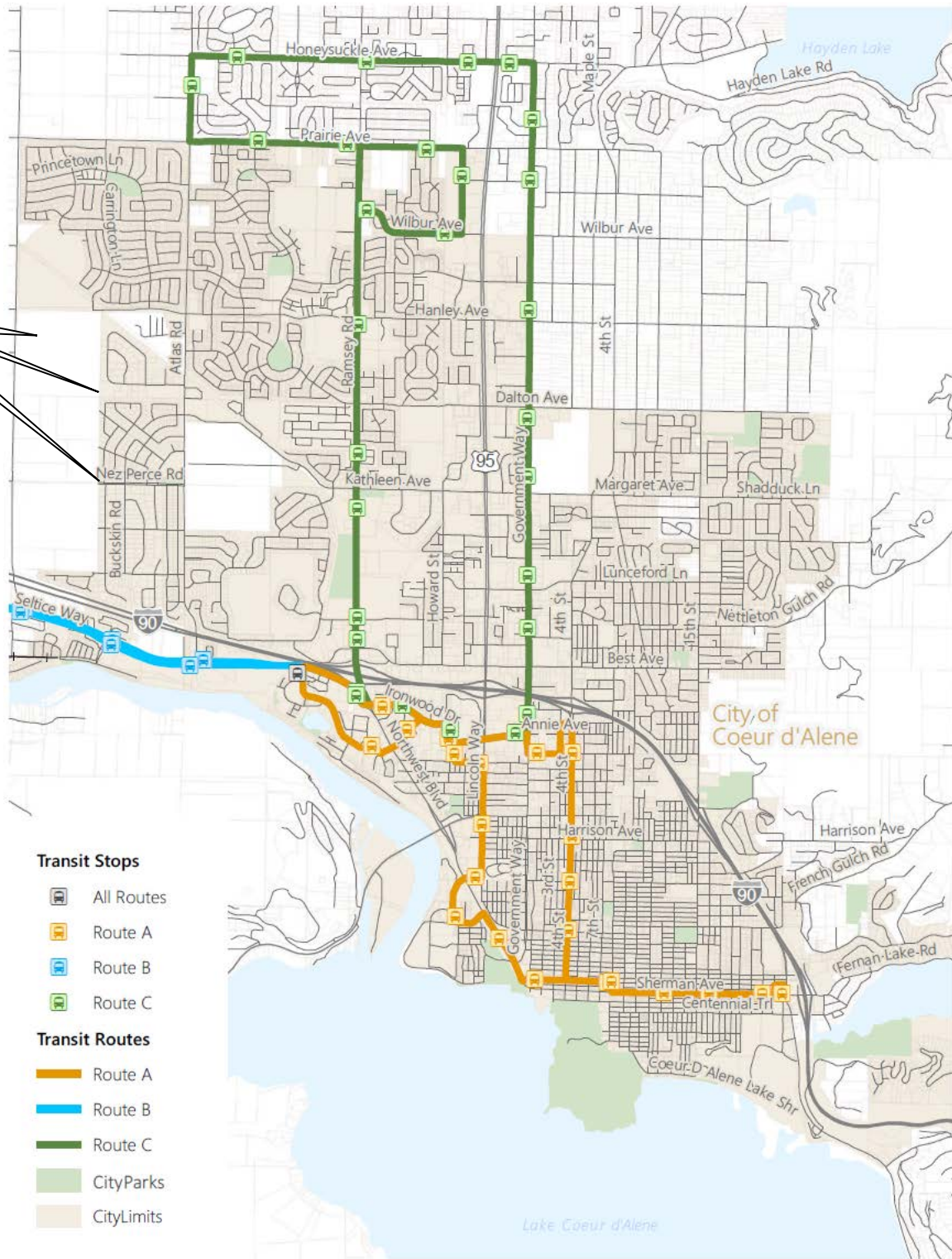


Existing and Planned Walking Network:



**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.

### 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 Planning and Zoning Commission 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*

**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. The proposed use does not increase the hazard of this property or likely emergency services needs.

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

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to Site Development and Building 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 Planning and Zoning Commission 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 Planning and Zoning Commission 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 zone change will result in some increase in traffic. The zone changes for the City Well site will have no impact to traffic.

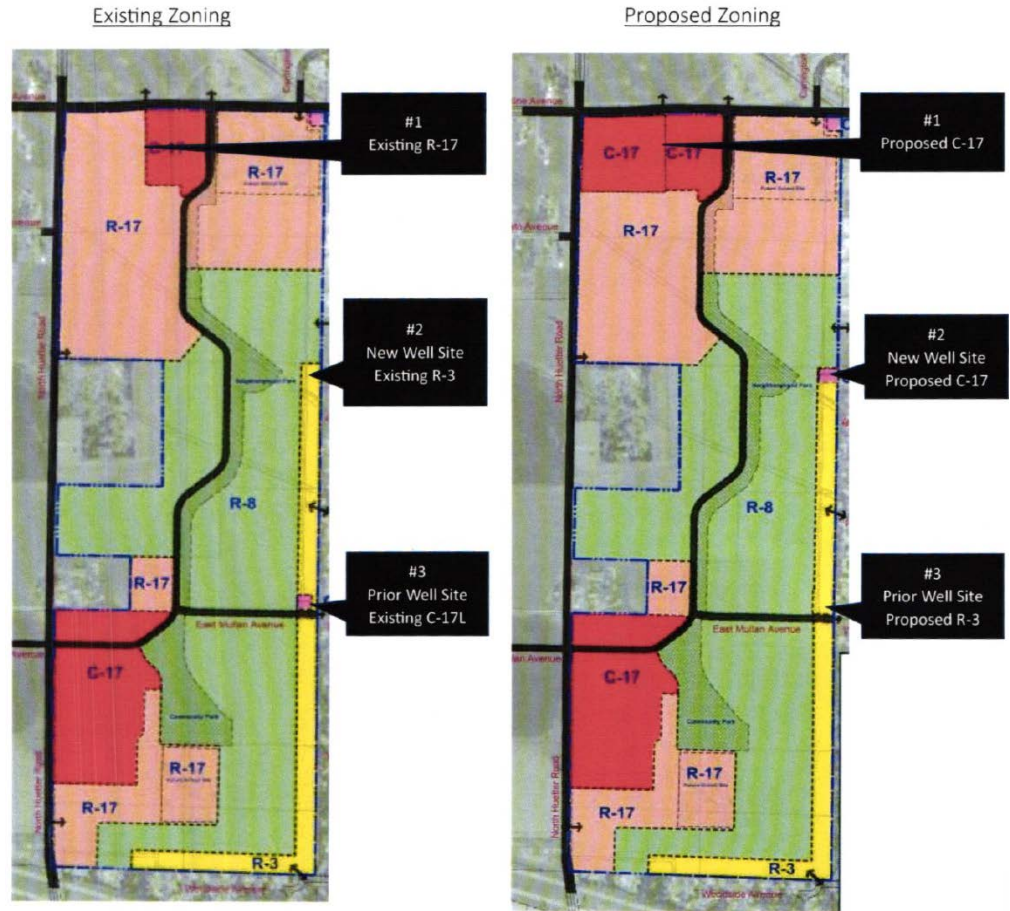
*-Submitted by Chris Bosley, City Engineer*

**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



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 Planning and Zoning Commission 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

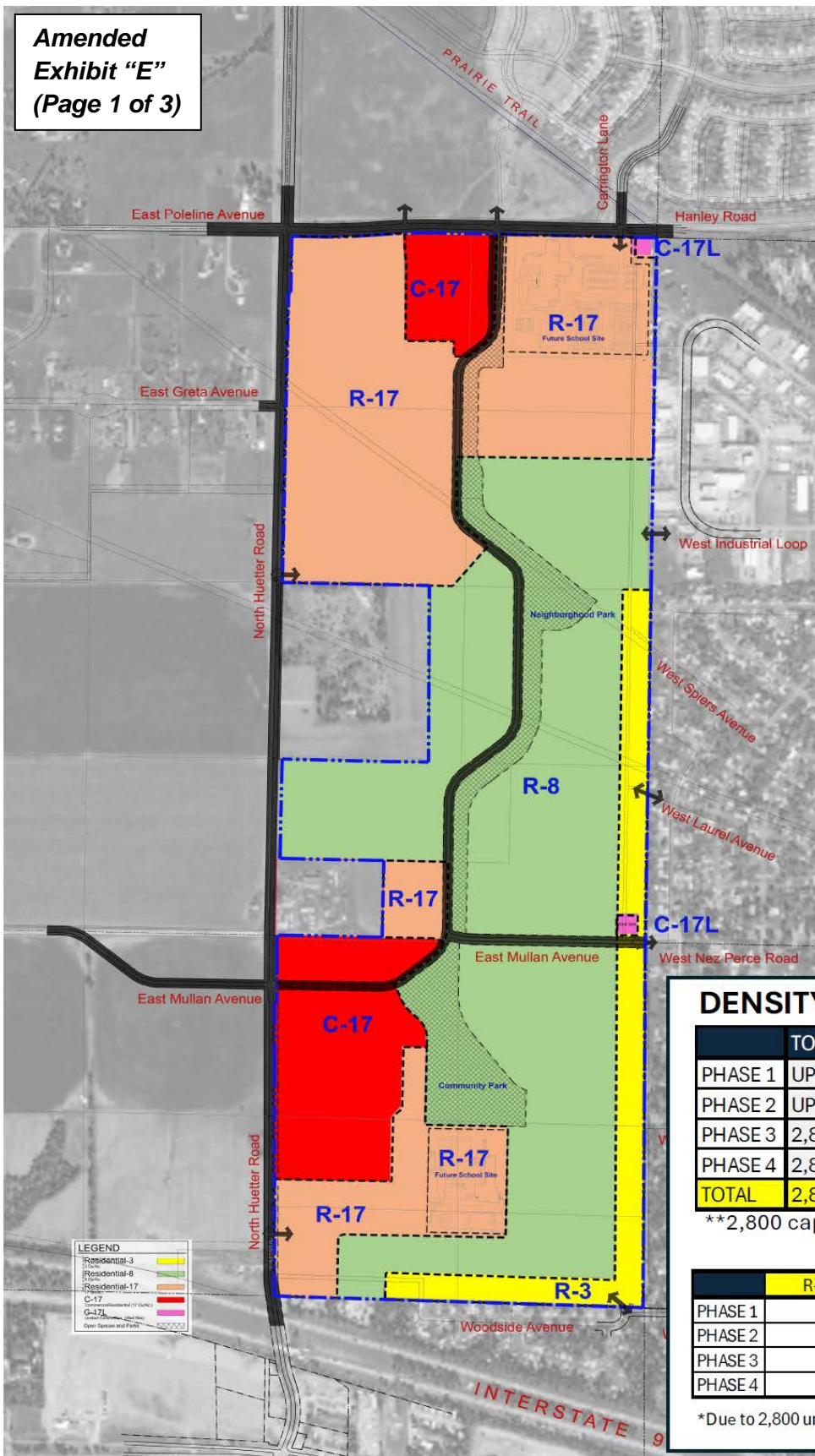
**R17\*:**  
 Residential Activities  
 Service Activities (Home Occupation only)  
 Civic Activities  
 Accessory Uses

**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)



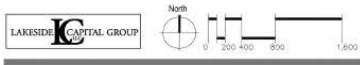
## DENSITY DETAILS

|              | 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 - PH3 (not to exceed 600) |
| <b>TOTAL</b> | <b>2,800 UNITS**</b>                          |

\*\*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

**Amended Exhibit "E"**  
(Page 2 of 3)

ALLOWED PRODUCTS/USES BY ACTIVITY GROUP PER CCC 17.03

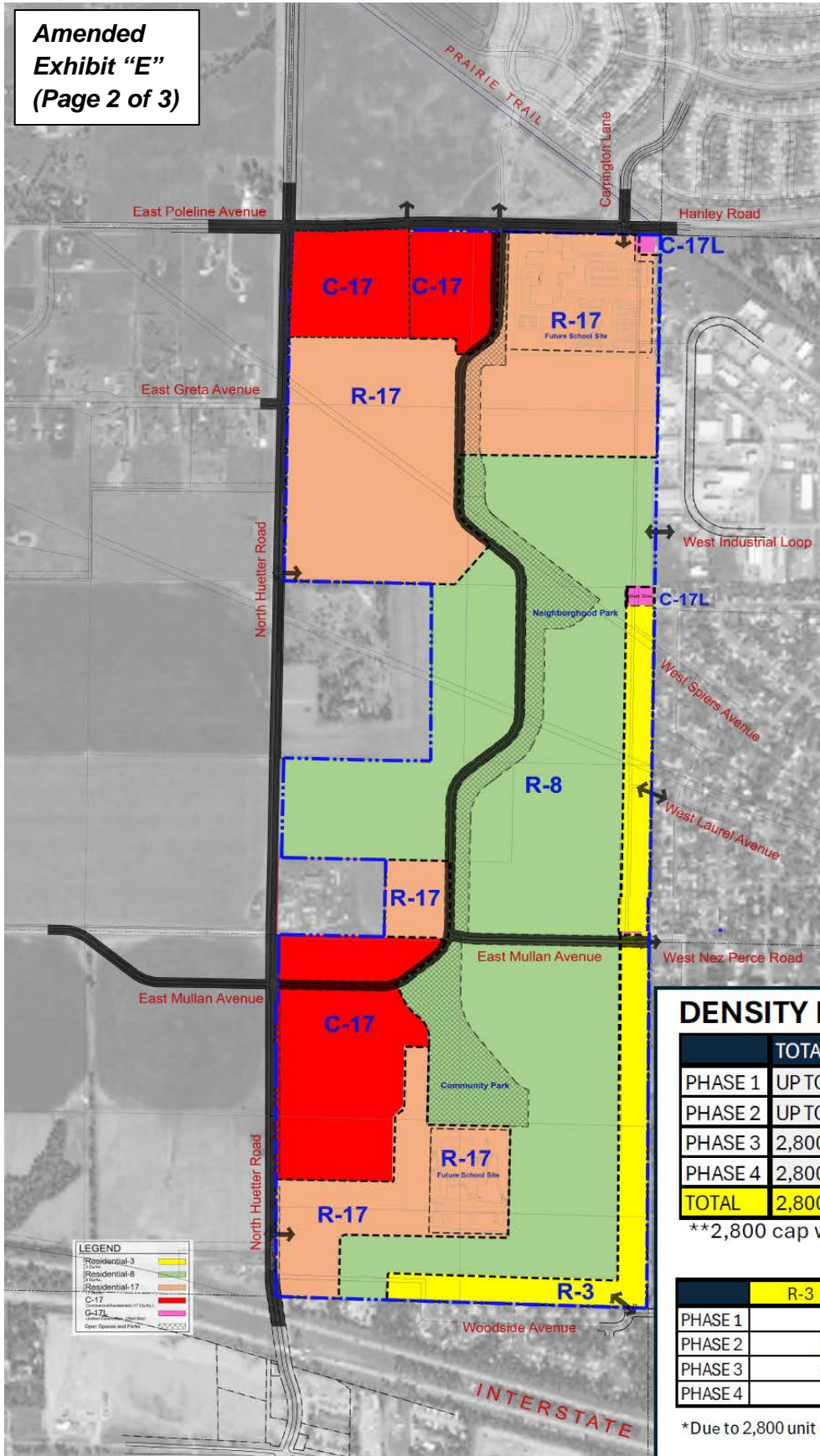
**C17\*:**  
Residential Activities  
Civic Activities  
Sales Activities  
Service Activities  
Accessory Uses

**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

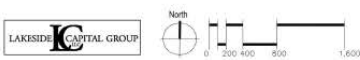
|              | TOTAL DENSITY                                 |
|--------------|---|
| PHASE 1      | UP TO 1,600                                   |
| PHASE 2      | UP TO 715                                     |
| PHASE 3      | 2,800 - PH 1 - PH 2 (not to exceed 835)       |
| PHASE 4      | 2,800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

\*\*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



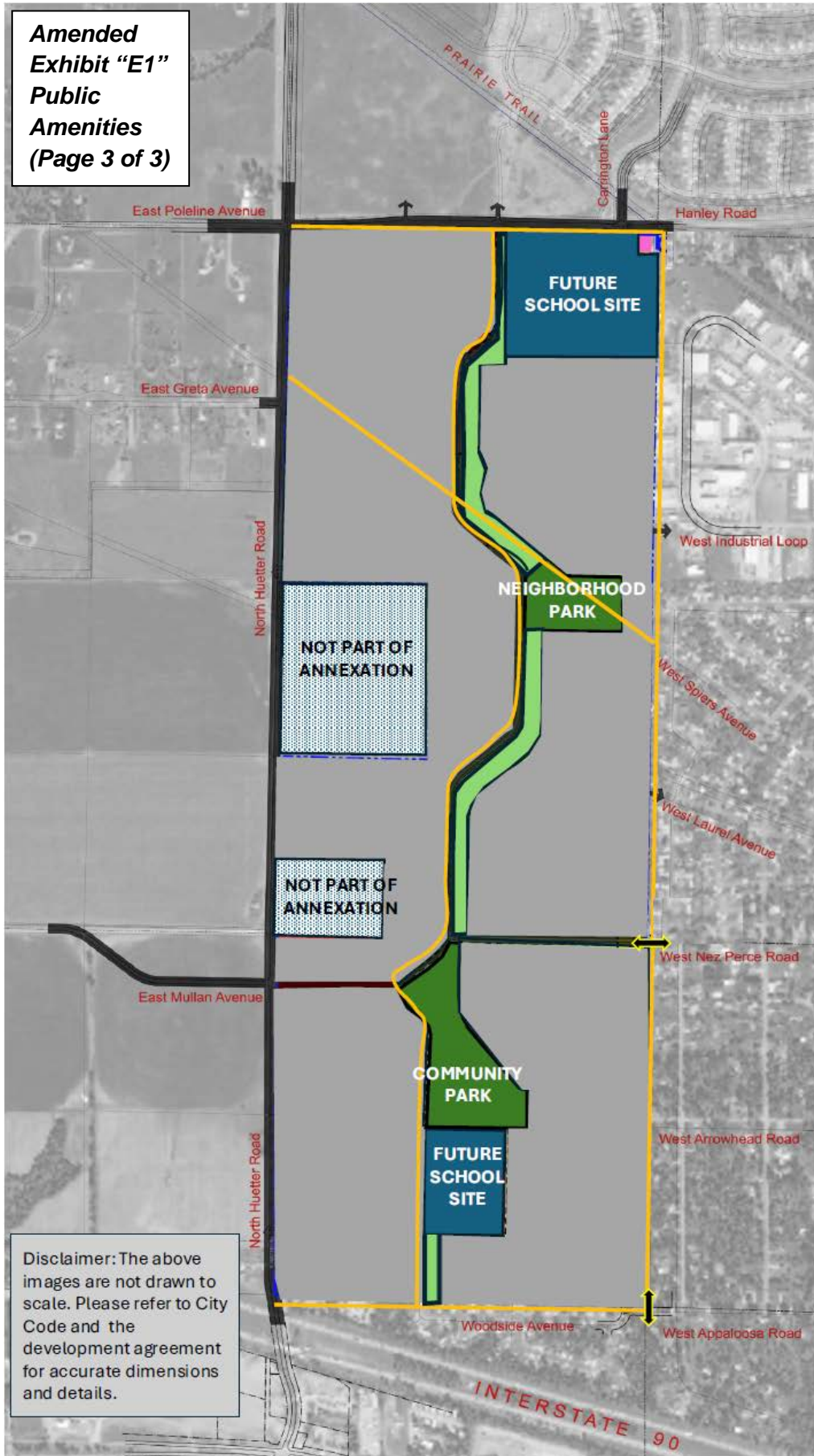
COEUR TERRE





# 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 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.*

### **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).

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.

### **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 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-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.

The Findings worksheet is attached.

Additionally, the Planning and Zoning Commission must recommend to City Council (approval) (denial) of the requested modifications to the Annexation and Development Agreement.

Specifically, the Commission must consider:

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.

The Commission's recommendations on these items will be forwarded to City Council for final consideration and decision.

### **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

This Page Intentionally Left Blank





# 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:<br>Southeast of the intersection of N Huetter Rd and W Hanley Ave  |   |  |
| EXISTING CITY ZONING (CHECK ALL THAT APPLY):<br>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):<br>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 #:<br>351867 LREV 28; 128956 LREV 31;<br>128181 LREV 33   | EXISTING ZONING:<br>R-17 LREV 28; R-3 LREV 31;<br>C17L LREV 33            | TOTAL NET AREA/ACRES:<br>351867 LREV 28=14.095 acres<br>128956 LREV 31= 824 acres<br>128181 LREV 33= .517 acres  |
| GROSS AREA/ACRES:<br>15.436 acres proposed for rezone  | CURRENT LAND USE:<br>Undeveloped agricultural lease land<br>and well site | ADJACENT LAND USE:<br>N--Residential; E--Industrial and<br>Residential; S--Residential; W--Rural<br>residential and undeveloped agricultural<br>lease land |
| DESCRIPTION OF PROJECT/REASON FOR REQUEST:<br>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.<br>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 30<sup>th</sup> day of JANUARY, 2025.

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

My commission expires: 03-14-30

Signed: *Chad J*  
(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 30<sup>th</sup> 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 30<sup>th</sup> DAY OF January 2025  
*Melissa Wells*





# Coeur Terre Rezone Application

With Annexation and Development Agreement Amendments

| Coeur d'Alene, ID |

|  |    |
|--|----|
| Table of Contents  |    |
| Proposal and Property Information .....                                    | 2  |
| Proposed Zoning Amendments.....  | 2  |
| Proposed Coeur Terre Annexation and Development Agreement Amendments.....  | 4  |
| Physical Environment.....  | 4  |
| Development Process .....  | 4  |
| Comprehensive Plan Analysis to Support Zoning Request .....                | 5  |
| Goals .....  | 6  |
| Objectives.....  | 6  |
| Exhibit A: Proposed Rezone Map .....                                       | 9  |
| Exhibit B: Legal Descriptions for Zone Districts.....                      | 10 |
| Exhibit C: Amendment No. 1 to Annexation and Development Agreement .....   | 11 |
| Exhibit D: Amended Exhibit E to Annexation and Development Agreement ..... | 12 |

## 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.

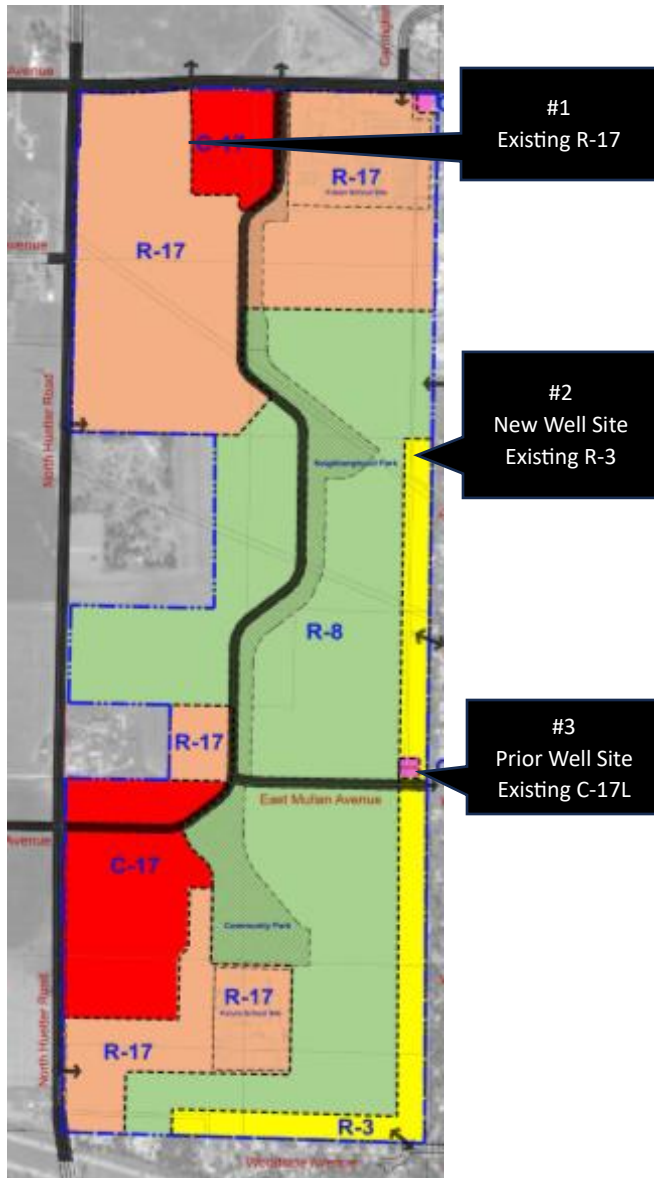
Additionally, accompanying this rezone application is a request for amendments to clarify certain terms of the Coeur Terre Annexation and Development Agreement.

## 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/<br>Existing Land Use | Future Zoning/<br>Future Land Use                                       | Reason(s)  |
|---------------------------|--------|---------------------------------------|---|--|
| 1. LREV 28                | 351867 | R-17<br>Undeveloped                   | C-17<br>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<br>City well                      | C-17L<br>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<br>Undeveloped                 | R-3<br>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

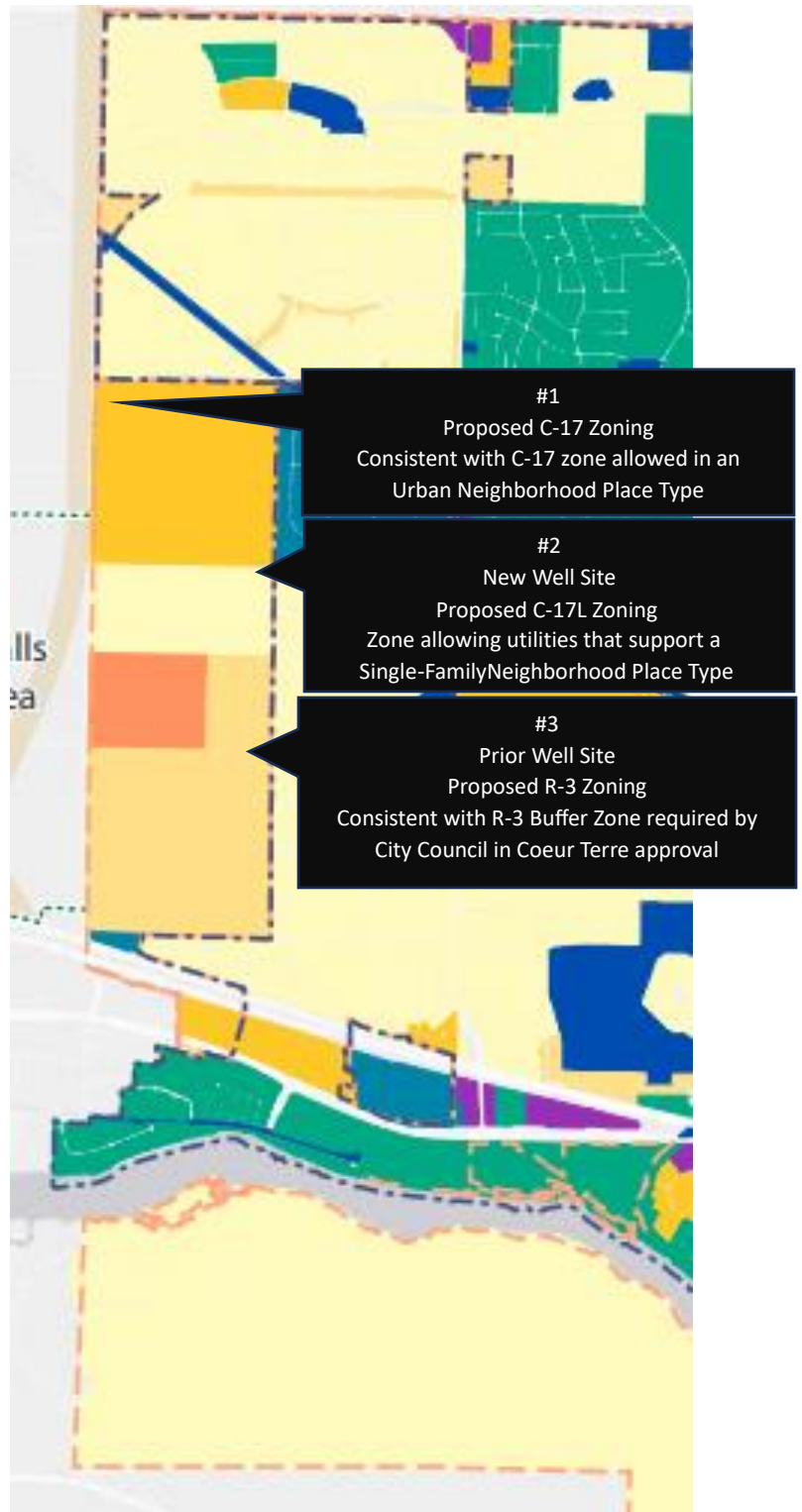


Figure 2 City of Coeur d'Alene's Comprehensive Plan Map depicting Place Types with Proposed Zoning



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<br/>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<br/>Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.</p> <p>Objective GS 1.3<br/>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<br/>Increase pedestrian walkability and access within commercial development.</p> <p>Objective GD 1.5<br/>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:</i><br/><i>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<br/>Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.</p>  | <p>Objective GD 2.1<br/>Ensure appropriate, high quality infrastructure to accommodate growth and redevelopment.</p> <p><i>Applies to #2, C-17L Zone:</i><br/><i>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<br/>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<br/>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:</i><br/><i>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<br/>Support social, mental, and physical health in Coeur d'Alene and the greater region</p> | <p>Objective HS 1.2<br/>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.<br/><i>Applies to #1, C-17 Zone:</i><br/><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<br/>Retain, grow, and attract business</p>  | <p>Objective JE 1.1<br/>Actively engage with community partners in economic development efforts.<br/>Objective JE 1.2<br/>Foster a pro-business culture that supports economic growth<br/><i>Applies to #1, C-17 Zone:</i><br/><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<br/>Enhance the Startup Ecosystem</p>   | <p>Objective JE 3.1<br/>Develop public private partnerships to develop the type of office space and amenities desired by start-ups<br/>Objective JE 3.3 Promote access to the outdoors for workers and workers who telecommute<br/><i>Applies to #1, C-17 Zone:</i><br/><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.

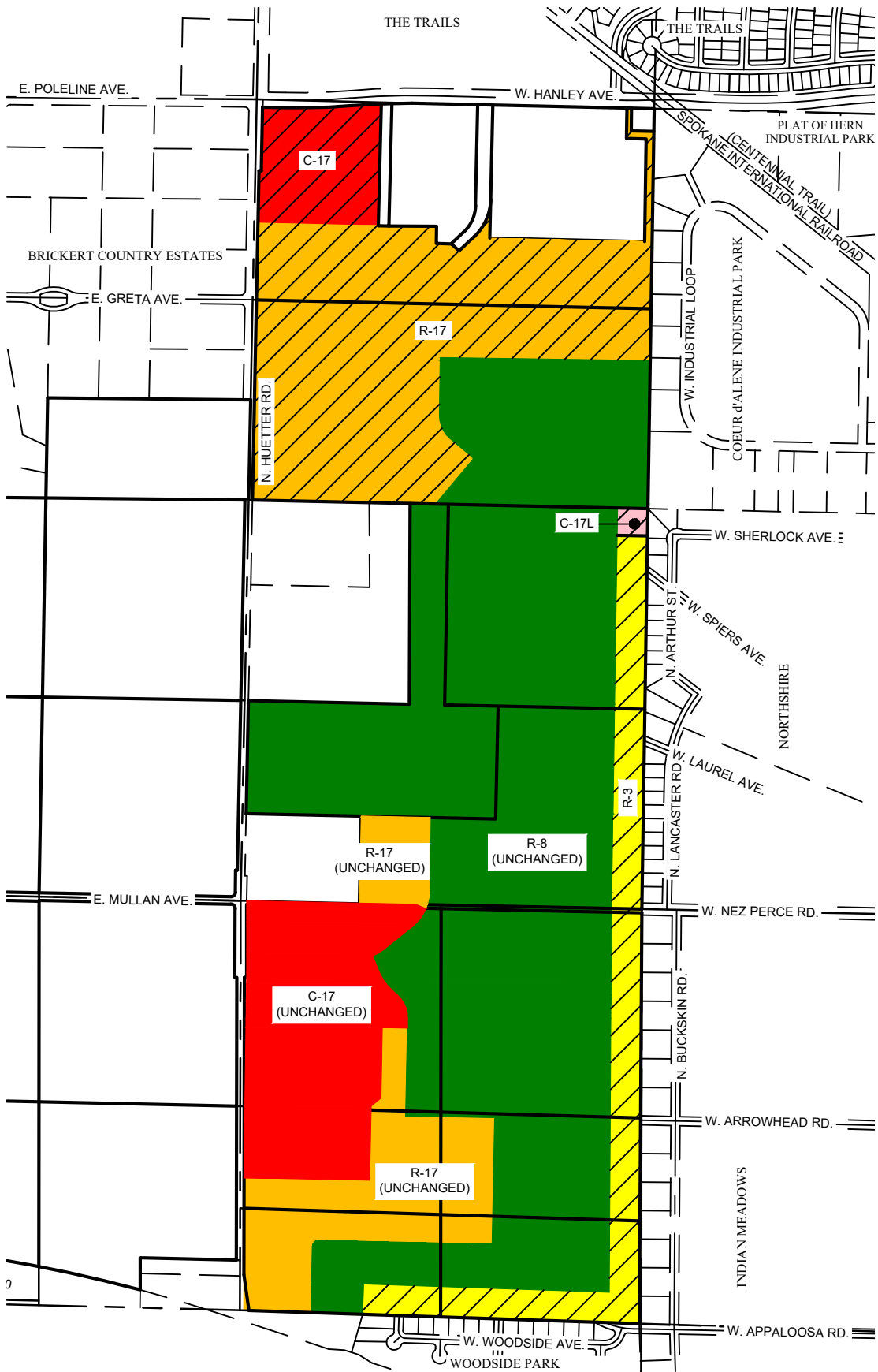
*The Coeur Terre Master Planned Development allows for a full range of land uses and product types that include public services, health, and recreation. The public and service uses of the C-17 Zone District further support this concept. These land uses and product types are located with employment centers,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

Prepared by:



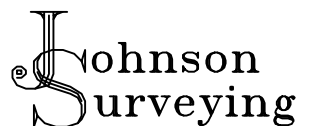
Connie Krueger, AICP

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

FILE NAME:

CHECKED BY: CJJ

PROJECT No.: 25-012

1 / 1



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

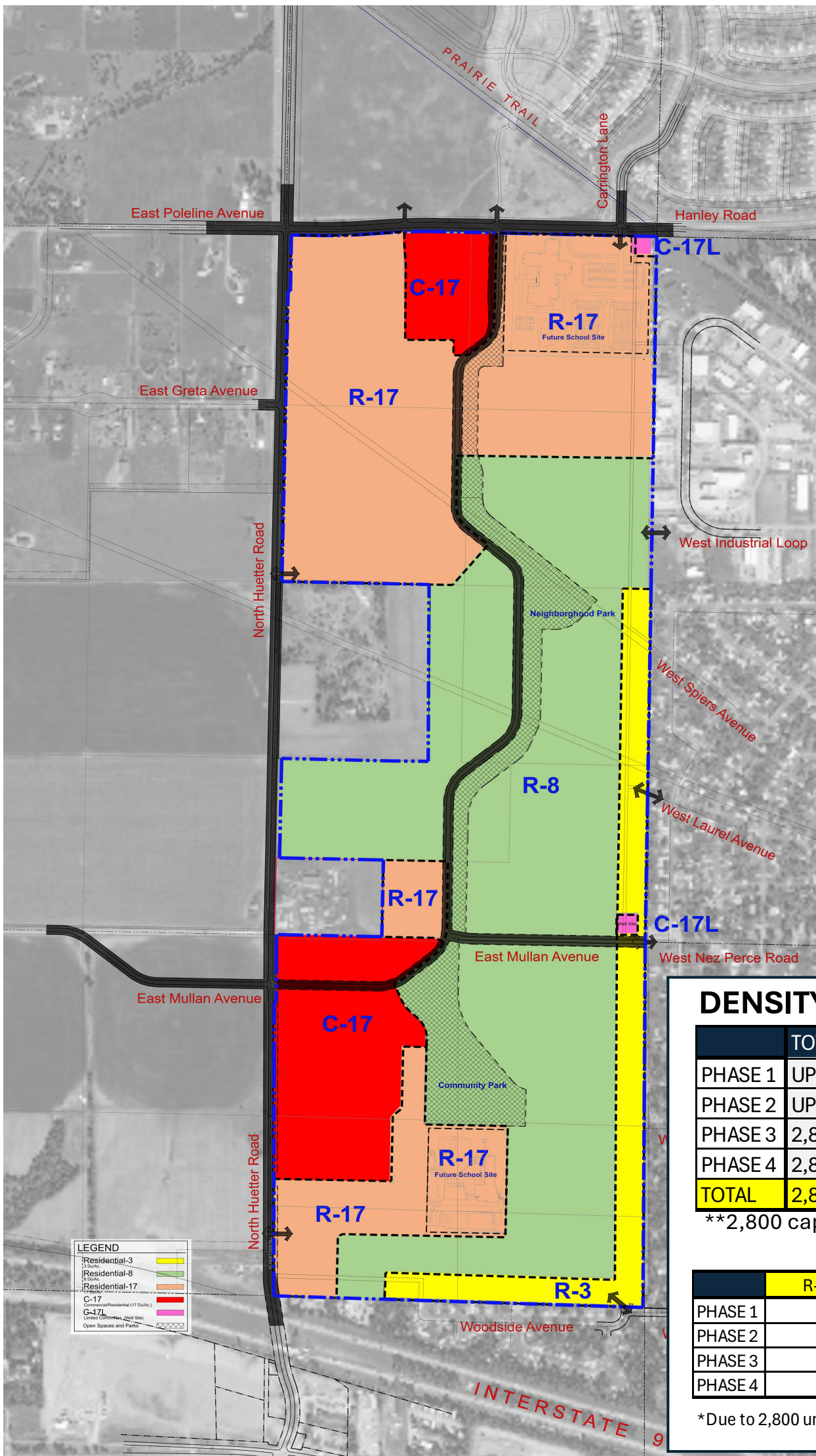
|              | TOTAL DENSITY                                  |
|--------------|--|
| PHASE 1      | UP TO 1,600                                    |
| PHASE 2      | UP TO 715                                      |
| PHASE 3      | 2,800 - PH 1 - PH 2 (not to exceed 835)        |
| PHASE 4      |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

\*\*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



COEUR TERRE





# AMENDED EXHIBIT E

ALLOWED PRODUCTS/USES BY ACTIVITY GROUP PER CCC 17.03

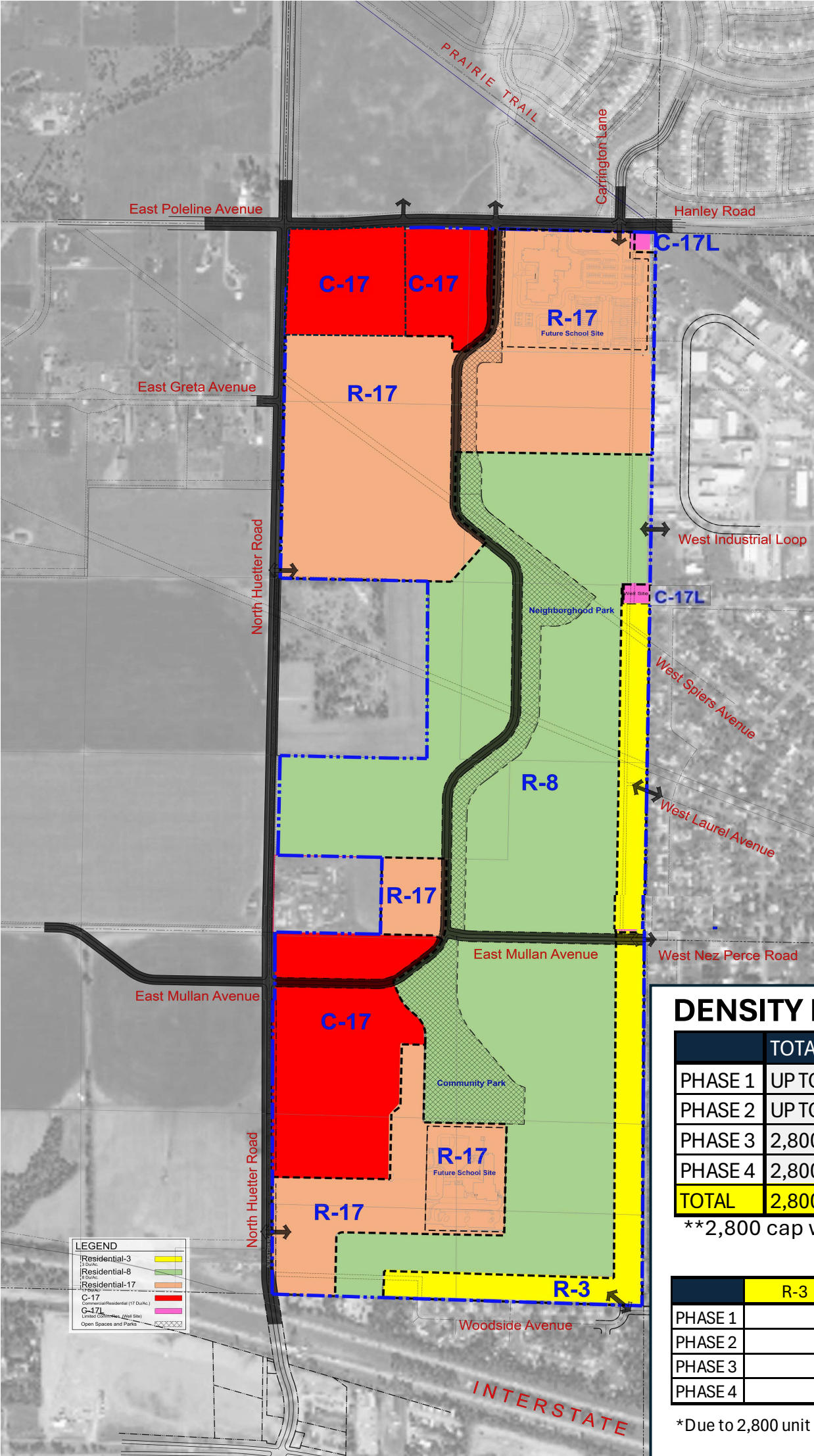
**C17\*:**  
 Residential Activities  
 Civic Activities  
 Sales Activities  
 Service Activities  
 Accessory Uses

**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).



**LEGEND**

- Residential-3 (1 DU/AC)
- Residential-8 (2 DU/AC)
- Residential-17 (17 DU/AC)
- C-17 (Commercial/Residential (17 DU/AC))
- C-17L (Limited Commercial (West Site))
- Open Spaces and Parks

## 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) |
| <b>TOTAL</b> | <b>2,800 UNITS**</b>                          |

\*\*2,800 cap without future approvals.

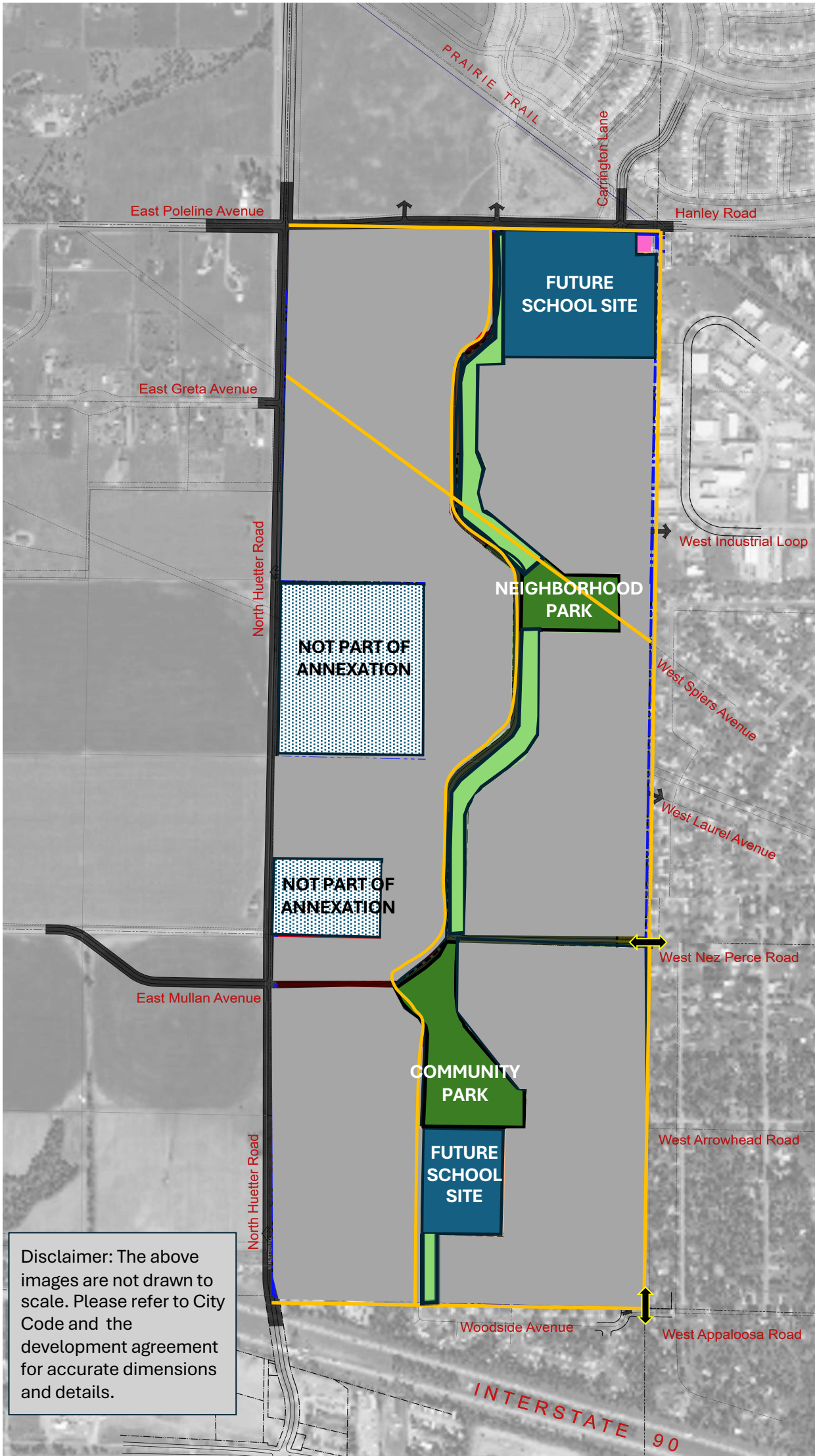
### MAXIMUMS BY ZONE AND PHASE\*

|         | 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

This Page Intentionally Left Blank



**Development Agreement**

This Page Intentionally Left Blank

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 (81<sup>st</sup>) 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 (199<sup>th</sup>) 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



**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.



**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;

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;

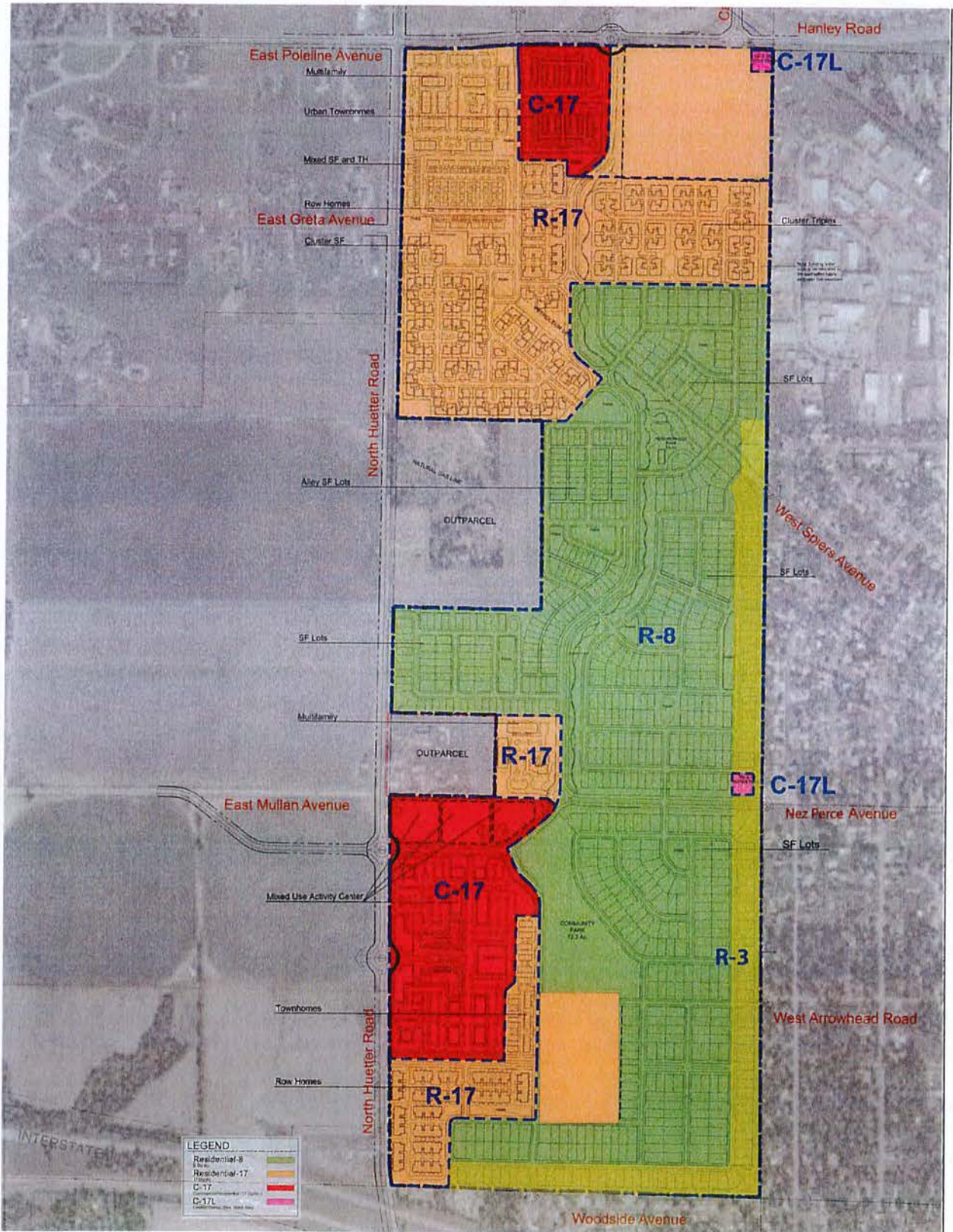
THENCE NORTH 07°59'16" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 239.25 FEET;

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)



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 7<sup>th</sup> 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.

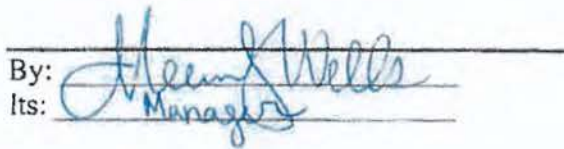
In witness hereof, the Parties hereto have executed this Memorandum of Understanding on the date set forth below.

Coeur d'Alene School District #271

LRE V, LLC, an Idaho limited liability company



By: Dr. Shon Hocker  
Its: Superintendent



By: \_\_\_\_\_  
Its: \_\_\_\_\_



EXHIBIT "A"  
General Depiction of the "Property"

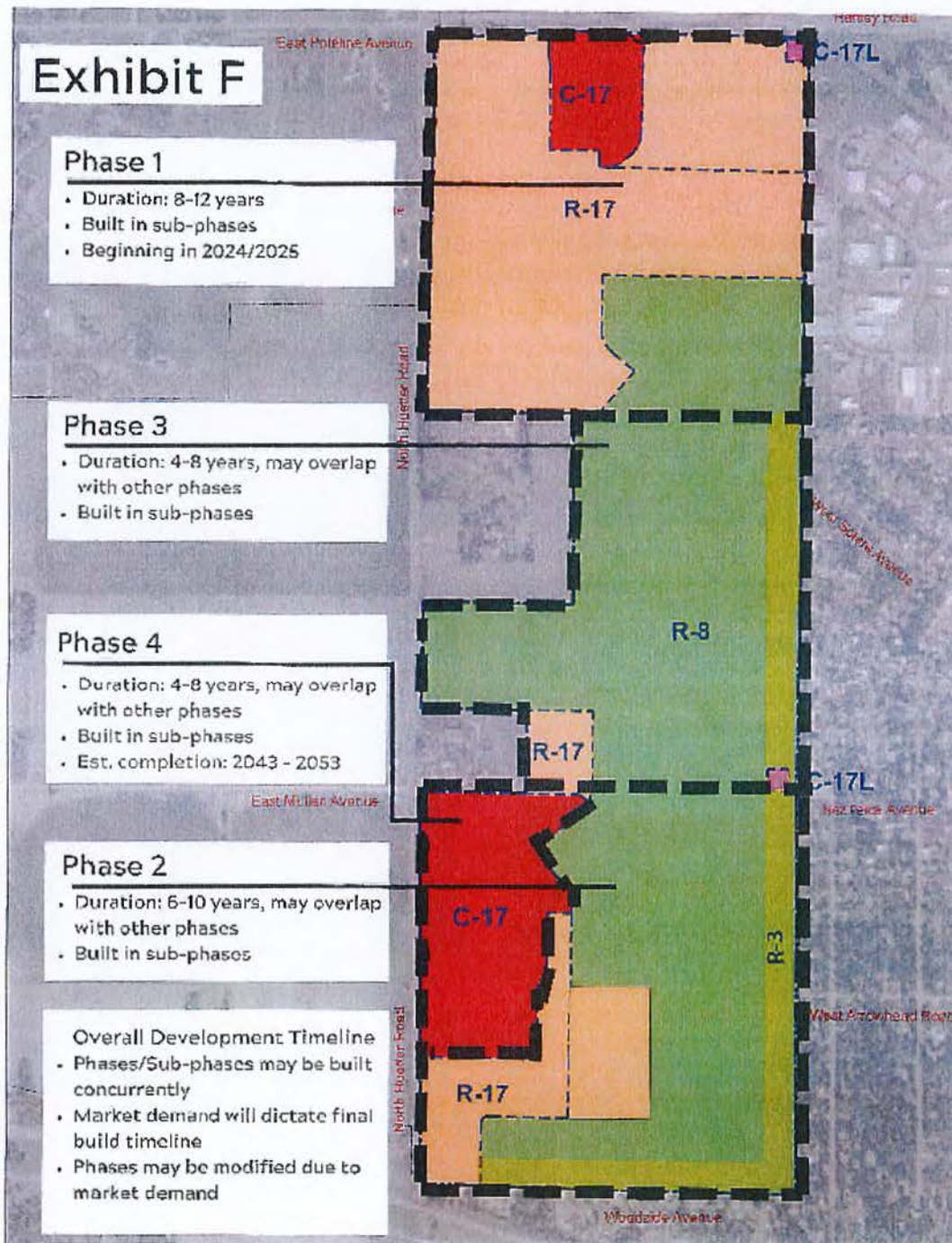



MGT: 10/12/12 - 1/1/13 - 1/1/14 - 1/1/15 - 1/1/16 - 1/1/17 - 1/1/18 - 1/1/19 - 1/1/20 - 1/1/21 - 1/1/22 - 1/1/23 - 1/1/24 - 1/1/25 - 1/1/26 - 1/1/27 - 1/1/28 - 1/1/29 - 1/1/30 - 1/1/31 - 1/1/32 - 1/1/33 - 1/1/34 - 1/1/35 - 1/1/36 - 1/1/37 - 1/1/38 - 1/1/39 - 1/1/40 - 1/1/41 - 1/1/42 - 1/1/43 - 1/1/44 - 1/1/45 - 1/1/46 - 1/1/47 - 1/1/48 - 1/1/49 - 1/1/50 - 1/1/51 - 1/1/52 - 1/1/53 - 1/1/54 - 1/1/55 - 1/1/56 - 1/1/57 - 1/1/58 - 1/1/59 - 1/1/60 - 1/1/61 - 1/1/62 - 1/1/63 - 1/1/64 - 1/1/65 - 1/1/66 - 1/1/67 - 1/1/68 - 1/1/69 - 1/1/70 - 1/1/71 - 1/1/72 - 1/1/73 - 1/1/74 - 1/1/75 - 1/1/76 - 1/1/77 - 1/1/78 - 1/1/79 - 1/1/80 - 1/1/81 - 1/1/82 - 1/1/83 - 1/1/84 - 1/1/85 - 1/1/86 - 1/1/87 - 1/1/88 - 1/1/89 - 1/1/90 - 1/1/91 - 1/1/92 - 1/1/93 - 1/1/94 - 1/1/95 - 1/1/96 - 1/1/97 - 1/1/98 - 1/1/99 - 1/1/100

END OF EXHIBIT "F"



**EXHIBIT "G"**  
**(Preliminary Phasing Plan)**





**Amendment #1 to Annexation  
& Development Agreement  
2025**



This Page Intentionally Left Blank

**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

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



**Comp  
Plan  
Goals  
&  
Objectives**

This Page Intentionally Left Blank

# 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**



This Page Intentionally Left Blank

**From:** Don Gardiner  
**To:** [CLARK, TRACI](#)  
**Subject:** Zoning  
**Date:** Saturday, February 22, 2025 10:21:22 AM

---

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

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:** 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](#)

---

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

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](mailto: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](#)

---

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

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



Virus-free. [www.avast.com](http://www.avast.com)

On Tue, Feb 25, 2025 at 11:51 AM CLARK, TRACI <[TCLARK@cdaid.org](mailto: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](mailto:tclark@cdaid.org)



---

**From:** Lee Erwin <[lees1963@gmail.com](mailto:lees1963@gmail.com)>  
**Sent:** Tuesday, February 25, 2025 11:51 AM  
**To:** PlanningDiv <[planningdiv@cdaid.org](mailto:planningdiv@cdaid.org)>  
**Subject:** eliminate public hearings

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

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



Virus-free. [www.avast.com](http://www.avast.com)

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.

| <b>MEASURED EXISTING TRAFFIC</b> |            |                                      |                                     |
|----------------------------------|------------|--------------------------------------|-------------------------------------|
| <b>STREET</b>                    | <b>ADT</b> | <b>PM PEAK HOUR<br/>(10% OF ADT)</b> | <b>PEAK HOUR<br/>TRIPS PER MIN.</b> |
| NEZ PERCE                        | 1,112**    | 111                                  | 1.9                                 |
| APPALOOSA AT MOCCASIN            | 680*       | 68                                   | 1.1                                 |
| APPALOOSA AT ATLAS               | 1,248**    | 125                                  | 2.1                                 |

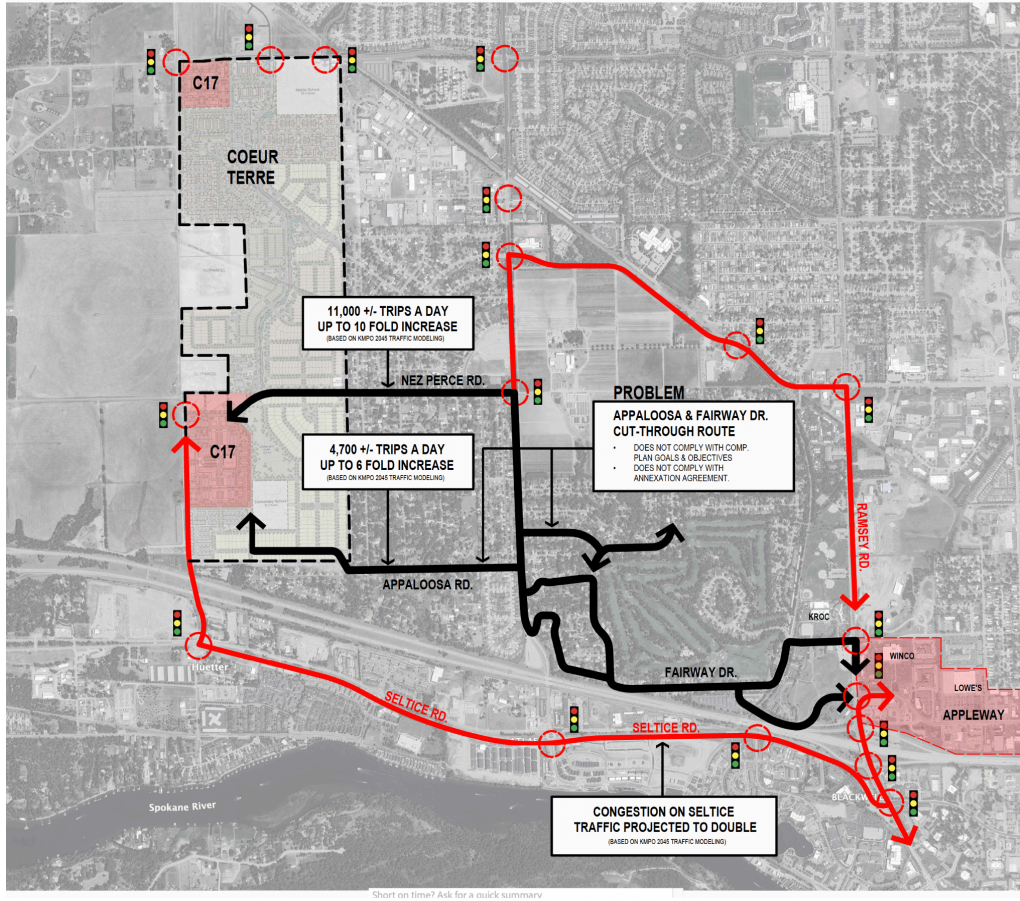
\* DATA PER TRAFFIC COUNTS FROM CDAMAPI DATED 10/30/2020

\*\* DATA PER CDA TRAFFIC COUNTS DATED 9/24/2024

| <b>KMPO 2045 TRAFFIC MODELING</b> |            |                                      |                                     |
|-----------------------------------|------------|--------------------------------------|-------------------------------------|
| <b>STREET</b>                     | <b>ADT</b> | <b>PM PEAK HOUR<br/>(10% OF ADT)</b> | <b>PEAK HOUR<br/>TRIPS PER MIN.</b> |
| 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





**S  
G  
N  
-  
D  
-  
F**

This Page Intentionally Left Blank

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

**ZC-2-25**

**INTRODUCTION**

This matter having come 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 Connie Krueger

LOCATION: Property North of Interstate -90 and Woodside Avenue, Soth 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.

*(The commission 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 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.

*(The commission may add other facts here)*

**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) (is not)** in conformance with the Comprehensive Plan policies.
- B2. Public facilities and utilities **(are) (are not)** available and adequate for the proposed use.
- B3. The physical characteristics of the site **(make) (do not make)** it suitable for the request.
- B4. The proposal **(would) (would not)** 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) (does not)** comply with the required evaluation criteria and recommends that the City Council **(does) (does not)** 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 \_\_\_\_\_, seconded by commissioner \_\_\_\_\_, to adopt the foregoing Findings and Order.

**ROLL CALL:**

|                             |                   |
|-----------------------------|-------------------|
| COMMISSION MEMBER INGALLS   | Voted (Aye) (Nay) |
| COMMISSION MEMBER COPPESS   | Voted (Aye) (Nay) |
| CHAIRMAN MESSINA            | Voted (Aye) (Nay) |
| COMMISSION MEMBER WARD      | Voted (Aye) (Nay) |
| COMMISSION MEMBER LUTTROP   | Voted (Aye) (Nay) |
| COMMISSION MEMBER MCCRACKEN | Voted (Aye) (Nay) |
| COMMISSION MEMBER FLEMING   | Voted (Aye) (Nay) |

Motion to \_\_\_\_\_ carried by a \_\_\_\_\_ to \_\_\_\_\_ vote.



**S  
G  
N  
-  
D  
-  
F**

This Page Intentionally Left Blank

**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 Development Agreement for place type flexibility and to adjust sewer infrastructure timing.

APPLICANT: Kootenai County Land Company, LLC, represented by Connie Krueger

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 A10, 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.

*(The commission may add other facts here)*

**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 **(are) (are not)** a substantial change to the approved land uses, development standards and/or approved site plan associated with the project.
- B2. Circumstances **(have) (have not)** substantially changed so that the amendment of the terms of the development agreement **(is) (is not)** needed to further the goals and purposes of the City and is in the public interest.
- B3. This proposal **(is) (is not)** 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 **(does) (does not)** comply with the required evaluation criteria and recommends that the City Council **(does) (does not)** 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 \_\_\_\_\_, seconded by commissioner \_\_\_\_\_, to adopt the foregoing Findings and Order.

**ROLL CALL:**

|                             |                   |
|-----------------------------|-------------------|
| COMMISSION MEMBER INGALLS   | Voted (Aye) (Nay) |
| COMMISSION MEMBER COPPESS   | Voted (Aye) (Nay) |
| CHAIRMAN MESSINA            | Voted (Aye) (Nay) |
| COMMISSION MEMBER WARD      | Voted (Aye) (Nay) |
| COMMISSION MEMBER FLEMING   | Voted (Aye) (Nay) |
| COMMISSION MEMBER MCCRACKEN | Voted (Aye) (Nay) |
| COMMISSION MEMBER LUTTROP   | Voted (Aye) (Nay) |

Motion to \_\_\_\_\_ carried by a \_\_\_\_\_ to \_\_\_\_\_ vote.