

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

JUNE 14, 2022

THE PLANNING COMMISSION'S VISION OF ITS ROLE IN THE COMMUNITY

The Planning 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, Mandel, McCracken, Ward

PLEDGE:

APPROVAL OF MINUTES: ***ITEM BELOW IS CONSIDERED TO BE AN ACTION ITEM.
May 10, 2022, Workshop

PUBLIC COMMENTS:

STAFF COMMENTS:

COMMISSION COMMENTS:

PRESENTATION:

Chris Bosley, City Engineer – Update on 15th Street improvements

PUBLIC HEARINGS: ***ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS.

1. Applicant: City of Coeur d'Alene
Request: The City is proposing a new chapter titled Development Agreements within Title 17 (Zoning) of the Municipal Code to provide for the creation, form, recording, modification, enforcement, and termination of development agreements. This Chapter is pursuant to section 67-6511A, Idaho Code, and is intended to authorize development agreements to the fullest extent of the law.
LEGISLATIVE, (0-2-22)

Presented by: Hilary Anderson, Community Planning Director

2. Applicant: 15th Street Investments, LLC
Location: 3511 & 3522 N. 15th
Request:

**ITEMS: PUD-1-22 & S-1-22
WITHDRAWN**

A proposed 2.71-acre PUD known as "Birkdale Commons PUD"
QUASI-JUDICIAL, (PUD-1-22)

- B. A proposed 16-lot preliminary plat known as "Birkdale Commons"
QUASI-JUDICIAL, (S-1-22)

Presented by: Mike Behary, Associate Planning

3. Applicant: Aspen Homes & Development, LLC
Location: 1808 N. 15th Street
Request:
- A. A proposed +/- 5.9-acre annexation from County Ag to R-5 LEGISLATIVE, (A-2-22)
 - B. A proposed 25-unit multifamily development PUD Known as "1808 N. 15th Street Apartments/Townhomes" QUASI-JUDICIAL, (PUD-2-22)

Presented by: Mike Behary, Associate Planner

ADJOURNMENT/CONTINUATION:

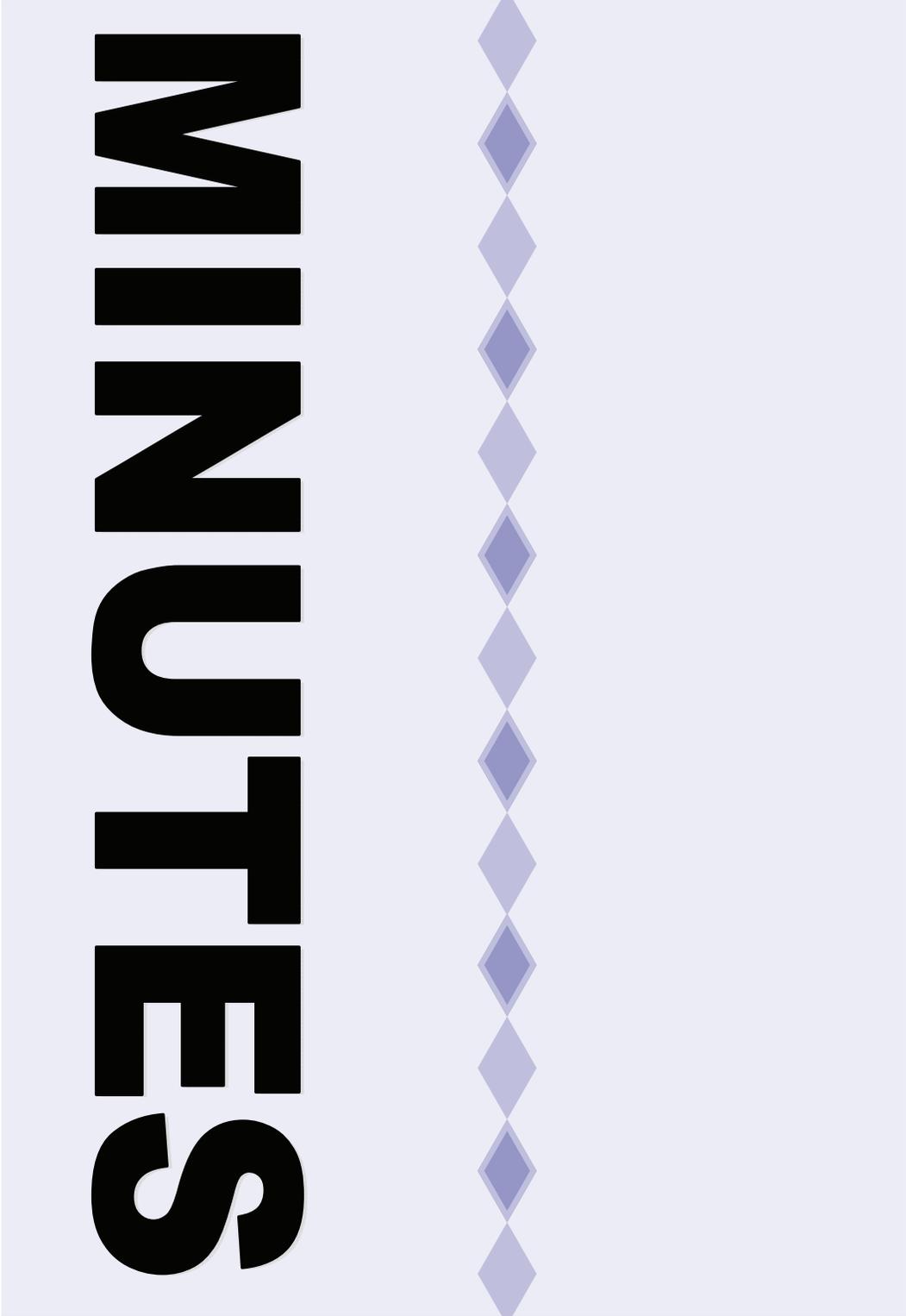
Motion by _____, seconded by _____ ,
to continue meeting to _____, __, at __ p.m.; motion carried unanimously.
Motion by _____,seconded by _____ , to adjourn meeting; motion carried unanimously.

**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 Shana Stuhlmiller 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 Commission is appealable within 15 days of the decision pursuant to sections [17.09.705](#) through [17.09.715](#) of Title 17, Zoning.***



MINUTES



**PLANNING COMMISSION
MINUTES
MAY 10, 2022
CITY HALL – UPSTAIRS, CONFERENCE ROOM #6
702 E. FRONT AVENUE**

COMMISSIONERS PRESENT:

Tom Messina, Chairman
Jon Ingalls, Vice-Chair
Lynn Fleming
Phil Ward
Peter Luttrupp
Sarah McCracken
Brinnon Mandel

STAFF MEMBERS PRESENT:

Hilary Anderson, Community Planning Director
Sean Holm, Senior Planner
Shana Stuhmiller, Public Hearing Assistant
Randy Adams, City Attorney/Legal Services Director
Wes Somerton, Chief Criminal Deputy City Attorney

COMMISSIONERS ABSENT:

CALL TO ORDER:

The meeting was called to order by Chairman Messina at 12:00 p.m.

APPROVAL OF MINUTES:

Motion by Ingalls, seconded by Luttrupp , to approve the minutes of the Planning Commission meeting on April 12, 2022. Motion approved.

OTHER BUSINESS: *ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS.**

1. Applicant: Kerr Family Properties, LLC
 Location: 7820 N. Ramsey Road
 Request: A request for an extension to the Planning Commission Meeting on July 12th for A-4-21 (a proposed +/- 15-acre annexation from Ag Suburban to R-17).

Hilary Anderson, Community Planning Director, stated that this is a second extension request by the applicant in order for them to evaluate wastewater's comments regarding the connection to sewer, so staff advised them that this would be their last extension request. Commissioner McCracken asked if this hearing will be on the same day Coeur Terra is scheduled for a public hearing since the previous annexation did have a lot of citizen turnout. Ms. Anderson explained that we would schedule them both and continue the meeting if it gets too late. Sean Holm, Senior Planner, replied many years ago, we used to have a meeting rule if we hit 10:00 p.m. and there were public hearings still on the agenda that the commission would continue the items for an additional meeting later that month, but he doubts that will happen with these two items.

Motion by Ingalls , seconded by Fleming, to approve Item Motion approved.

2. Development Agreement Ordinance - A discussion on the need for and purpose of development agreements, and a review of the draft ordinance allowing development agreements.

Hilary Anderson, Community Planning Director providing the following comments.

Ms. Anderson provided an overview of the draft Development Agreement Ordinance that staff has been working on. The plan, after the workshop, is to bring forward the ordinance for a public hearing with the Planning Commission who would make a recommendation for approval or denial to City Council. Chairman Messina inquired how will the public know about this request. Ms. Anderson explained that the ordinance will only be published in the paper and that we wouldn't do any mailings, since it applies to the entire city. Chairman Messina inquired if something will be sent out to North Idaho Building Contractors Association (NIBCA) as a "heads up". Ms. Anderson replied that's a great idea and noted that Councilmember Miller is doing a presentation today to the development committee and will be mentioning to them that we are working on this ordinance.

Ms. Anderson commented that we are the only city in Kootenai County who doesn't have this in our code and if approved it can be used as a tool to provide for the creation, enforcement and termination of development agreements used as a contract between the land developer and the local government.

Commissioner Mandel questioned why are we the last municipality to do this. Ms. Anderson explained that we typically handle conditions through an Annexation Agreement or a PUD and that staff thought it was time to have a Development Agreement especially for bigger projects where additional conditions could be added by using this agreement. Commissioner Mandel inquired if this would give us extra negotiating latitude contained in an agreement versus conditions in an Annexation Agreement. Ms. Anderson replied it does to a degree and noted in the draft ordinance allows staff and the commission to add any additional conditions as a formal agreement that will be recorded.

Commissioner Luttrupp inquired if this will be considered a "third step" to a PUD and Annexation Agreement. Mr. Adams explained that a Development Agreement won't be used in every situation and is allowed in cases where there is a zone change that happens with an annexation, rezoning etc. Commissioner Luttrupp inquired if this will be a tool used by the city that could correct deficiencies between a PUD and Annexation Agreement. Mr. Adams explained that it gives the city an extra way of enforcing conditions and if not honored would be a breach of contract.

Commissioner Ingalls explained that in the past we have had various PUDs that had many conditions versus an Annexation Agreement that doesn't have conditions but recommendations and inquired if a Development Agreement could take the place of an Annexation Agreement. Mr. Adams explained that a Development Agreement would be included with the Annexation Agreement with the difference between the two is an Annexation Agreement there are costs pending development where a Development Agreement gets into the "weeds" and allows the City to make the developer commit to a certain type of development which you can't do with an Annexation Agreement.

Commissioner Fleming inquired if this is an agreement between a developer and the city, will the public have any jurisdiction over this agreement? She also inquired if a public hearing is needed since the agreement is between the city and developer. Mr. Adams explained that the statute doesn't require a public hearing but staff felt if there was a restriction on the use of property that it would be advised to have a public hearing with the Planning Commission to forward a recommendation to City Council that a Development Agreement should be approved.

Chairman Messina referenced a recent project on 15th that was for an annexation and using that project explain how a Development Agreement would work with that scenario. Ms. Anderson explained a Development Agreement would be prepared to come to you and if not prepared at the time of the staff report and public hearing, a condition could be added that an agreement is needed.

Ms. Anderson explained that a Development Agreement is intended to be a binding agreement that includes conditions proposed during the review and approval process and when looking at State Statutes with case law noted the last paragraph in the draft ordinance talks about workforce housing and open

space that is in the public interest.

Mr. Adams noted that a zone change isn't a matter of right and if the developer doesn't care for the conditions, then the developer doesn't have to sign the agreement or rezone their property. Chairman Messina inquired about open space/workforce housing benefits and questioned how are these defined.

Ms. Anderson continued and explained the requirements for termination of a Development Agreement. Chairman Messina commented that staff had referenced Mill River that they had an issue with open space and what triggered staff that the project didn't meet the requirement for open space. Mr. Adams explained that with Mill River we had a copy of the final development plan showing where the open space was and with being the last piece of property to be developed, they are almost 4-acres short of open space that needs to be addressed now.

Ms. Anderson explained if someone submits for a zone change that requires a condition for a buffer between them and the neighbors and the abutting property comes back at a later date with the same zone request, it may be determined that the buffer is no longer required, so termination of the agreement may be appropriate.

Commissioner McCracken inquired if that would be a modification. Ms. Anderson answered it could be a termination or an amendment depending on other conditions and circumstances. Commissioner Mandel inquired about fees and would fees be based on a percentage of the development. Mr. Adams explained the fee would be based on the work the city has to do to prepare the Development Agreement which Council will set to be the same fee for preparation of every Development Agreement.

Commissioner McCracken inquired about enforcement. Mr. Adams explained it depends on the terms of the Development Agreement and if the project has benchmarks. So, for example, if something was required to be done by a certain date before building permits are issued, staff would have to watch to see if those obligations in the development agreement were done.

Commissioner Luttrupp inquired if staff can require a developer to donate land for schools etc. Mr. Adams replied that you could include that as a condition in a Development Agreement and the applicant might disagree and not sign it and then the city decides how far we have to push. Wes Somerton, Deputy City Attorney explained a benefit of a Development Agreement is it ties these things down.

Commissioner McCracken inquired what happens if the applicant gets half way through the project and can't continue because of costs. Commissioner Ingalls commented that every project will not have a development agreement with the Planning Director deciding if one is needed. Ms. Anderson explained that if it was determined by the Planning Director that a Development Agreement isn't needed, the Planning Commission can overturn that decision at the public hearing and require one as a condition of approval. Mr. Adams added that the commission can ask for additional conditions at the hearing and if the developer disagrees then the commission can say a development agreement is needed and if they still disagree the applicant can withdraw the application. Commissioner Fleming inquired about enforcement. Mr. Adams explained we have ways to enforce by going to court with the termination reverting back to the original zone of the property.

Commissioner Ingalls stated that he understands the benefits of this tool and in going forward would staff go to NIBCA and explain to them the benefits of this tool. Chairman Messina agrees that this is a great tool but has a concern about enforcement. Ms. Anderson concurs and why this won't be done with every project and that we have to be cautious.

Chairman Messina inquired if other cities have hired extra staff to track these types of things. Ms. Anderson explained that staff still looks at the conditions to make sure they are completed for a building permit to be issued. Commissioner McCracken asked if we had a project with townhomes and then the developer didn't have the funds to finish the project and decide to sell the property, questioned if the Development Agreement associated with that project would be required to be completed based on the terms of that agreement or have the choice to go back to the original zone. Ms. Anderson explained they would have the option to amend the agreement or terminate the agreement. Commissioner McCracken inquired if there could be language added for termination saying that property reverts back to the original zone especially for a new buyer that might be prohibited from selling their property that had all these

restrictions.

Mr. Adams explained that the applicant would have to make a request to the city since we put in the effort to prepare the document the city should have a say to terminate the contract. It shouldn't be automatic.

Mr. Holm inquired about the scenario when someone would like to revert the zoning back to the original zoning, and would they be able to bypass the Planning Commission and go straight to City Council since the agreement was approved by Council. Because the prior zone change was predicated on the Development Agreement. Mr. Adams clarified that no the request would need to follow the Municipal Code related to a zone change request and go through Planning Commission for a recommendation to the City Council.

Commissioner McCracken commented if the property is marketed as C-17 and if the new buyer has not thoroughly read the Title Report and isn't aware of what they bought. Is there a way to get out of the agreement before you sell? Chairman Messina said there is the case of "buyer beware" and said it is the responsibility of buyer to do their due diligence. Mr. Adams said it sounded like Commissioner McCracken was talking about process. He explained this is a draft and if the commission would like the process to be more streamlined or special exemptions for purchasers, you can request staff to redraft the ordinance with the changes. Ultimately City Council will be adopting this ordinance and they may make changes. Commissioner McCracken suggested it would be helpful to add something about the process for how a buyer or future owner could change or remove the agreement. Ms. Anderson suggested adding in this type of language in the Development Agreements. Staff may or may not support a termination or amendment for future buyers, and stated that we do not want the process for amendment or termination to be too easy. Commissioner McCracken agreed.

Commissioner Ward compared a Development Agreement to an overlay agreement and said this would be on a larger property with multiple parcels, it wouldn't be on one single-family lot. There would need to be some legal research required. He stated he has worked with Development Agreements previously, although he doesn't claim to have any expertise. His bigger concern is in a phased development and what happens if the developer doesn't want to comply with the agreement for the second phase. It is his understanding that it would then revert back to the original zoning, if the developer is in noncompliance. The question is how to adjust during the middle of the project as a phase closes out. He gave the example of Coeur d'Alene Place as a 30-year phased project and if they were to get to the last phase of 50 acres and how the developer may reevaluate what uses they want in the final phase. He said the draft ordinance includes language on phasing. It is important because the agreement is signed by the owner. The owner is making a guarantee. He asked if future developers of a phase had to get approval from the other owners, or if they could proceed under the agreement to develop the phase as anticipated. He also said the Development Agreements he worked with had the city as a signatory. He also worked on some where the city approved it, but did not sign the agreement. It is important that the city is part of and signed by the city. That eliminates a lot of concerns. As far as the agreement, he thinks we are overplaying it. We could agree to the proposed use and concessions. He also inquired if this agreement was voluntary. Mr. Adams clarified that yes it was voluntary, but if the developer/owner didn't sign the agreement then they would not get the zone change. Mr. Ward asked if it was something other than a zone change, for example a density that was less than what was requested -- for example if they had R-17 zoning and were seeking R-34 but they only wanted 22 units per acre. He asked if they could limit the density to 22 units per acre in the agreement where we are limiting density. Ms. Anderson said that yes that could be outlined in the agreement if they are wanting to limit the density. We have done that with other requests. Mr. Adams said that we have done that with PUDs. The Statute authorizing development agreements seems to tie it specifically to zone changes. Mr. Ward said R-34 isn't a zone change. Ms. Anderson said it kind of is because they are requesting a density increase, which affects zoning. She clarified that a PUD isn't a zone change either, but we have added special use permits with density increases and PUDs in the same category in the draft ordinance because they are both modifying zoning. Mr. Holm stated that Commissioner Ward brings up a really good point, that is are we somehow legalizing variances. Could they do the opposite to increase the zoning above what is allowed by the code. Commissioner Ward said no he didn't think so. Mr. Adams said the City still has to comply with our Zoning Code. We couldn't allow something that is not allowed in the Development Agreement. Ms. Anderson stated that additionally the underlying density has to be allowed and they should never be able to ask for more density that what would be allowed by the request. Mr. Ward inquired if there was a scenario when a developer wanted to

enter into negotiations on an agreement as part of a give and take, but it wasn't tied to a zone change request. Could the City and developer enter into an agreement. Mr. Adams explained that it is possible to enter into agreements and they don't all have to be called a Development Agreement. It wouldn't necessarily be called a Development Agreement under the Statute if it didn't involve a zoning request. But the City can enter into a contract with anyone they like. Commissioner Luttrupp asked if we have ever had one of those. Mr. Adams said not since he has been around. Commissioner McCracken asked if we were creating an opportunity that someone could purchase properties and set up an agreement with the intent to sell the properties with the process already complete. Ms. Anderson said that yes that could happen, but it wouldn't make it easier. They would have to go through the hoops and future buyers may not be interested in all of the conditions. Mr. Adams said it is up to the City to determine if it's in the best interest of the City to do what they are asking. He said we have the ability to say no to the agreement. Mr. Holm said in response to Commissioner Ward's question, the draft ordinance says, "Purchasers of lots in approved subdivisions shall not be third-party beneficiaries of a development agreement." So, it limits owners from buying property from being able to modify the agreement.

Chairman Messina had a question about amendments under C and D. Chairman Messina noted on page 4 of the proposed code, under letters "c" and "d" it clearly explains the process and puts it in simple terms. His opinion is that those two paragraphs say what needs to be done. MS. Anderson suggested incorporating that same language into the Development Agreements so that it is clear. Commissioner McCracken agreed.

Chairman Messina inquired if staff could explain the next steps for this process.

Ms. Anderson stated that staff is requesting any recommendations for changes, and ultimately a recommendation to bring this forward for a public hearing, hopefully at the June meeting. Chairman Messina asked the Commission to share any changes that they would like.

Ms. Anderson asked the group about the need for a public hearing. She added that the State Statutes don't require a public hearing. In the instance where we have a condition of approval that requires a Development Agreement, and asked if it would it be tedious to have another hearing on the agreement. Would the commission consider waving that hearing since you would have already discussed the condition associated with the Development Agreement as part of the development request's public hearing. It would still go to City Council for their review. She wanted input on whether that process was sufficient and if the second hearing could be waived. Commissioner Mandel suggested to authorize staff after the hearing to enter into a Development Agreement pending Council approval. Mr. Adams suggested the motion be recommending council approve the Development Agreement. After the hearing with the Planning Commission, staff would draft the Development Agreement. Commissioner Mandel agreed as the commission would establish the conditions and would make a recommendation. She doesn't see the added value in having a separate hearing. Commissioner Ingalls concurs. The practical matter is that the commission would have already had the hearing and added conditions. He doesn't have concerns if staff adds in other conditions after the hearing. Mr. Holm asked about the scenario when workforce housing was a condition. He asked if the commission would clarify what conditions should be in a Development Agreement. Commissioner Ingalls said in the real world staff comes to the commission for an interpretation. He sees this working in the same way if staff needs further clarification from the commission. Commissioner McCracken asked if the commission should see any agreements or if the process should be the same and staff prepares the agreements after the Planning Commission hearing. Commissioner Ingalls said the commission wouldn't be adding much value by reviewing the draft agreement. The commissioners concurred that they didn't want to slow down the process or see agreements that aren't complete. Commissioner McCracken proposed that all agreements only go forward to the City Council. Commissioner Mandel agreed that the commission does not want to set a precedence or go beyond their scope. Commissioner Ingalls agreed that it is staff's world to work on the agreements. Ultimately there is a recorded hammer that gives you the better enforcement, that is the benefit. Commissioner Luttrupp asked if the reason we are having the public hearing is to get public input on the project from the people affected. Chairman Messina asked if the City Council would have a public

hearing on the agreement. Mr. Adams stated that a hearing would be required as the ordinance is drafted. The commissioners discussed that they would not add much value to the actual agreement. Mr. Holm said that they brought up a good point about amending an agreement and if it needed to come back to the Planning Commission, what would happen if the quorum was different. Commissioner McCracken said that she would like some clarification for the sale of a property and options. Commissioner Mandel said that this would be a likely use cases for the Realtors' Association and NIBCA. Commissioner Fleming suggested that we need to introduce the development agreements as something they are already doing with other jurisdictions and that we are not trying to make it burdensome. Ms. Stuhlmiller stated that the applicant is already reviewing conditions as part of the staff report and noted that if they were needing to review the development agreement before the hearing with Planning Commission, it would slow down the process and make it difficult to coordinate with the applicant. They see the conditions before they go in the packet.

NEXT STEPS:

Chairman Messina asked for any recommendations to be included in the ordinance and to provide direction to staff to move ahead.

Commissioner Mandel asked for clarification on what would be likely triggers for a project that requires a development agreement, such as size. She said it is important to have objective criteria and to be fair and consistent. Mr. Adams referred the commissioners to 17.50.020 Sections A and B. Section A states, "a zone change in conjunction with annexation, a planned unit development, and a conditional zoning request, the developer and/or owner may be required to enter into a development agreement with the City." So that is the basic trigger. Section B references minor requests. He clarified that it is the Director that makes the determination and we will keep the developer informed during the process and they will be aware of the need for an agreement early on in the process. Commissioner Ingalls said the ordinance says a "sizeable project." Mr. Adams said it could also be noted in the application form.

Chairman Messina asked again for direction to staff on any code changes and next steps. Ms. Anderson clarified that the next step would be to bring back the revised ordinance at a public hearing in June with any changes from the commission. Commissioner Luttrupp asked for clarification about public input. Ms. Anderson asked the commission to make any edits now and then can direct staff to make any additional edits at the public hearing.

Commissioner Ward commented that a Development Agreement is a great tool but questioned what would happen if he was a developer and staff recommended that he needed a Development Agreement and he declined, would the application be sent back to the commission or be denied to go forward. Ms. Anderson explained that it would go forward with staff's recommendation that a Development Agreement is required and the applicant could state their case, and the Planning Commission could also make it a condition. The applicant could appeal the recommendation to the City Council.

Commissioner Ingalls motioned for staff to take comments made by the commission and bring the ordinance back with those changes at the June meeting. Commissioner Fleming noted that she has just a few changes. On page 3 at the bottom of the page under "d" in that paragraph that states, "shall be an action." We should clarify "by whom" for specific performance. She stated the language is too loose. Mr. Adams explained that this language is regarding legal action. This refers specifically to breeches by the City, so by the developer or their success that interest. Commissioner Fleming noted on page 4 amendment A, "a development agreement may be amended only in a written document in a writing. She asked if that was a legal thing. Mr. Adams clarified that it was a legalese. Commissioner McCracken asked for clarification on page 4 under amendment A if the successor would be a purchaser. Mr. Adams responded that it would be the purchaser.

Motion by Ingalls, seconded by Fleming, to have staff bring back a draft with the requested changes to the next Planning Commission Meeting on June 14th. Motion passed.

3. Development Impact Fees - A discussion on updating the City's development impact fees, the proposed RFQ for professional services to update the Capital Improvement Plan and fees, and the role of the Commission as the Development Impact Fee Advisory Committee.

Hilary Anderson, Community Planning Director providing the following comments.

Ms. Anderson explained this item is a discussion item and wanted to explain the Commission's role as the Development Impact Fee Advisory Committee tasked by City Code that allows for the Planning Commission to serve in this capacity with two members who are active in real estate and two members employees of official governmental entity who aren't involved in the development industry.

Commissioner Ingalls inquired if we are automatically the Development Impact Fee Advisory Committee or is it a committee that would grab a couple members from this commission kind of like Design Review. Ms. Anderson explained that our City Code states that this commission has been tasked with this role and in 2021 the State Statutes were modified slightly. The Statutes allow for the Planning Commission to serve if they meet the criteria. If a commission didn't meet the criteria, a few members would need to be added. She added with this commission we won't need any new members. The committee will need to have some noon meetings or whatever works in everyone's schedule. She added we may have Glenn Miles, KMPO, as an advisor to the committee. He has served on other committees and he would be a great asset. If he accepts, his role would be acting not as a member but as an advisor.

She stated that the Development Impact Fee Act for Idaho is within the Idaho Code. It allows us to actively collect fees so growth is paying for itself to protect the health, safety and welfare of our citizens. We need to have adequate public facilities for orderly growth establishing minimum standards for adopting our fees and will be hiring a consultant to help us through the process.

Commissioner Mandel inquired if schools were involved. Ms. Anderson explained that schools aren't included as an allowed impact fee but there have been discussions around the State about possibly trying to change the State Statutes to allow the collection of impact fees for schools, but that hasn't happened yet.

She noted that the impact fees we collect are for parks, police, fire and circulation, and that water and wastewater are handled differently through the capitalization fees. She explained one thing we will be looking at is hiring a consultant for assistance updating the fees.. She added that the City of Hayden recently did a Transportation Analysis which is something we intend to do. The consultant would also be asked to help update the Annexation Fees.

Commissioner Ward inquired if circulation is the same as roadway fees. Ms. Anderson answered that is correct. Commissioner Mandel inquired is that because we can access the fees based on the added impact. Ms. Anderson explained working with KMPO the city will use their master plan which will be incorporated into our city transportation plan that includes a 5-year plan. Commissioner Ward explained if someone wanted to donate 3 acres of land to the city would that equate to the cost and questioned if that is allowed. Ms. Anderson explained we have done that with parks in the past if we determined if it's equal or better in value.

Commissioner Mandel inquired if other municipalities like Post Falls, Rathdrum, Hayden are doing the same thing. Ms. Anderson explained that the county is going to start collecting impact fees and Post Falls and Hayden are currently in the process of updating their fees. Commissioner Ingalls inquired if the County will start collecting impact fees that are in the City. Ms. Anderson replied no.

Commissioner Fleming inquired how we can "fast track" this process. Ms. Anderson explained that we have a RFQ started and will be meeting with other departments and inquire what their status is with the CIP (Capital Improvement Plans). She added that we have been asked by Kootenai County Emergency Medical Services System to collect their impact fees determined by the State that they can receive impact fees but don't have a way to collect them so they will be coming to commission in June/July making a presentation. Commissioner McCracken inquired who has collected their fees in the past. Ms. Anderson answered they haven't been collected. Mr. Adams explained that they are allowed to collect impact fees on properties throughout the County but they don't have a way to collect so they are coming to the cities to ask to provide that service. Ms. Anderson stated that one way to collect the fees is through a building permit and once collected our Finance Department would send them a check.

ADJOURNMENT:

Motion by Ingalls, seconded by Luttrupp, to adjourn the meeting. Motion approved.

The meeting adjourned at 1:42 p.m.

Prepared by Shana Stuhlmiller, Public Hearing Assistant



PUBLIC HEARING

PLANNING COMMISSION STAFF REPORT

DATE: June 14, 2022

FROM: Hilary Anderson, Community Planning Director

SUBJECT: Amendments to Title 17 – a new chapter titled 17.50, Development Agreements (O-2-22)

DECISION POINT:

Should the Planning Commission recommend that Council enact a new chapter, 17.50 Development Agreements, within Title 17, Zoning, governing the creation, form, recording, modification, enforcement and termination of development agreements?

PURPOSE:

This proposed ordinance will authorize the City to create, form, record, modify, enforce and terminate development agreements in connection with annexations, planned unit developments, special use permits for a density increase, conditional zoning requests and associated subdivisions, requiring the developer to make a written commitment concerning the use or development of the subject parcel when it is determined that it is in the best interests of the public to enter into such agreement. This Chapter is pursuant to section 67-6511A, Idaho Code, and is intended to authorize development agreements to the fullest extent of the law.

BACKGROUND:

The City of Coeur d'Alene has long entered into various agreements with developers and land owners for limited purposes through Annexation Agreements, Memorandum of Agreements, Encroachment Agreements, Easement Agreements, and other such binding agreements. However, the City does not have a process for making specific requirements concerning the use or development of a parcel as a condition of a zone change. Idaho Code § 67-6511A allows a city to enact an ordinance to create that process. Staff believes that the Council should exact the required ordinance to enable the City to require Development Agreements as a condition for a zoning decision in select cases.

As an example, a few years ago, an attorney representing a land owner/developer in Coeur d'Alene challenged critical terms of an annexation agreement entered into by a prior owner of the property, arguing that the agreement was *ultra vires* – *to act beyond one's legal power or authority* – and therefore invalid because the challenged conditions were imposed through an annexation agreement and not a development agreement. Staff has prepared this draft ordinance to allow the City to enter into development agreements in connection with land use approvals that outline specific conditions and public benefits, if it is in the best interest of the City to do so.

Idaho Code § 67-6511A allows municipalities to enter into a contract between the land developer and the local government, requiring, as a condition of rezoning, that an owner or developer make a commitment concerning the use or development of the subject parcel. The agreement can specify various commitments affecting the proposed development conditioned upon receiving land use approvals. The governing body can require certain favorable features, such as “restrictions on use, design of the development, conservation requirements (such as

water reuse), provision for roads and other infrastructure, open space, workforce housing, and other benefits.” The local government benefits by having a mechanism to enforce promises associated with the approved development/land use request. The Idaho Supreme Court upheld a development agreement entered into in conjunction with the annexation, initial zoning, and approval of a preliminary plat of a subdivision along Chinden Boulevard in Meridian. The Court expressly ruled that the terms of the Agreement were binding on the developer. (Givens Pursely LLP, Land Use Handbook, 2022) A development agreement, however, is entirely voluntary in that the developer can refuse to sign the agreement. Of course, the City would be able to deny the zone change unless the conditions were accepted.

Staff had a workshop with the Planning Commission on May 10, 2022, to discuss the proposed ordinance to and receive feedback on the code language and process. The attached ordinance reflects the requested changes as directed by the Commission.

Staff has reached out to the North Idaho Building Contractors Association (NIBCA) and Coeur d’Alene Association of REALTORS (CAR), and has provided a copy of the draft ordinance and informed them about the public hearings. Staff will offer to do a presentation at the NIBCA Joint Government Committee meeting in June prior to bringing forward the code amendment to City Council. Council Member Kiki Miller informed the Development Committee/Council of NIBCA about the proposed Development Agreement Ordinance at their meeting in May. City staff updated the Working Group of the Regional Housing and Growth Issues Partnership (RHGIP) at the May meeting of the efforts to draft a Development Agreement Ordinance for Coeur d’Alene and the ability to enhance the benefits of a project through conditions related to open space and workforce housing, among other items. This was included in the Weekly Update of the RHGIP that is posted on the group’s website. Weekly updates are also shared on the group’s Facebook page.

PERFORMANCE EVALUATION:

Neighboring jurisdictions have Development Agreement Ordinances, and jurisdictions throughout the State allow for development agreements. Kootenai County enters into development agreements for conditional zoning requests. Post Falls and Hayden enter into development agreements with annexation, subdivisions and conditional zoning, and Post Falls also enters into them for zone changes to their Technology, Community Commercial, and Residential Mixed Zone zoning districts. Rathdrum enters into development agreements with annexations and conditional zoning requests. Coeur d’Alene reviewed these communities’ ordinances, as well as ordinances of Ada County and Nampa, LLUPA, and secondary sources such as the Givens Pursley Land Use Handbook, when drafting the code language. While this mechanism will be new to the City of Coeur d’Alene, developers/land owners in Kootenai County have routinely entered into such agreements as part of annexations, zone changes, conditional zoning and subdivision projects.

Having a development agreement for a project will benefit the City and also the developer/land owner, as it will clearly outline the conditions of the development, expectations, responsibility, terms, timelines, and procedures for amending and terminating the agreement. The agreement would constitute a binding contract between the developer and/or owner of the property and the City, and their successors-in-interest. The proposed ordinance establishes development agreements as a condition for approval of an application which requires an amendment to the zoning ordinance and map, including a zone change in conjunction with annexation, a planned unit development, a special use permit for a density increase, and a conditional zoning request. The ordinance also provides for enforcement and authorizes the City to revert the zoning designation of the property or de-annex the property if there is failure by the developer and/or owner to comply with the terms and conditions of the development agreement.

The ordinance allows for the Community Planning Director and the Planning Commission to determine when a development agreement should be required as a condition of approval for the entitlement request. The Commission would include such agreement as a condition for the approval of an application for land use decisions made by the Commission, or noted as a condition of approval, when making a recommendation to the City Council for land use decisions made by the Council. Ultimately, the City Council will approve the use and terms of a development agreement.

The Commission can direct staff to make any changes and may make a recommendation to City Council to enact the Development Agreement Ordinance. The City Council will also hold a public hearing on the proposed ordinance and may direct staff to make additional changes to the ordinance prior to adoption or may reject the proposed ordinance entirely. The Council could also remand the draft ordinance back to the Commission for further changes or direct staff to do additional outreach before adopting the ordinance. Once adopted, staff will be able to draft development agreements for consideration by the City Council as part of land use approvals. With significant development requests coming forward, adoption of the ordinance is time-sensitive.

DECISION POINT RECOMMENDATIONS: The Planning Commission should recommend that Council enact a new chapter to the Municipal Code, Chapter 17.50 Development Agreements.

Attachment: Proposed Code Amendment

Chapter 17.50
DEVELOPMENT AGREEMENTS

- 17.50.010: PURPOSE AND AUTHORITY:**
- 17.50.020: DEVELOPMENT AGREEMENTS:**
- 17.50.030: TERMS:**
- 17.50.040: PERFORMANCE:**
- 17.50.050: AMENDMENTS:**
- 17.50.060: RECORDING:**
- 17.50.070: REVIEW AND ENFORCEMENT:**
- 17.50.080: TERMINATION:**
- 17.50.090: FEES:**

17.50.010: PURPOSE AND AUTHORITY:

The purpose of this Chapter is to provide for the creation, form, recording, modification, enforcement, and termination of development agreements. This Chapter is adopted pursuant to section 67-6511A, Idaho Code, and is intended to authorize development agreements to the fullest extent of the law.

17.50.020: DEVELOPMENT AGREEMENTS:

A. As a condition for approval of an application which requires an amendment to the zoning ordinance and map, including a zone change in conjunction with annexation, a planned unit development, a special use permit for a density increase, and a conditional zoning request, the developer and/or owner may be required to enter into a development agreement with the City.

B. The Community Planning Director shall determine if a development agreement should be required considering all the circumstances and may determine, in the case of a minor entitlement request (e.g., a zone change without a subdivision, a variance, a special use permit, etc.), that a development agreement will serve no public purpose and should not be required. In addition, the Planning and Zoning Commission may require a development agreement as a condition for approval of an application following a public hearing on the application. In making the determination that a development agreement should be required, the best interests of the City, and the purpose and intent of this Chapter, shall be considered.

C. If it is determined that a development agreement should be required, the Planning and Zoning Commission shall include such agreement as a condition for the approval of an application.

D. If a development agreement is included as a condition for approval of an application by the Planning and Zoning Commission, the Community Planning Director, in consultation with the City Attorney, shall prepare the development agreement. The development agreement shall thereafter be presented to City Council for review. After reviewing the development agreement, City Council may approve, approve with modifications, or reject it, together with any associated conditions contained in the approval of an application by the Planning and Zoning Commission. A development agreement shall not be effective until approved by City Council.

E. The development agreement shall constitute a binding contract between the developer and/or owner of property and the City, and their successors-in-interest, and shall contain at least those terms and conditions required by this Chapter.

F. The terms and conditions of the development agreement shall be in addition to the requirements of the applicable zoning district as provided by Titles 16 and 17, Coeur d'Alene Municipal Code, to the extent those requirements are not specifically modified by the development agreement, shall ensure compatibility of the resulting land use with the surrounding area, and shall be consistent with the current Comprehensive Plan.

G. The City may revert the zoning designation of the property established pursuant to the development agreement to the property's prior zoning designation or, if done as part of an annexation, rezone the property to the lowest intensity zoning district which is appropriate under all the circumstances (unless a de-annexation is warranted) upon termination of the development agreement due to the developer and/or owner's failure to comply with the terms and conditions of the development agreement. The City shall consider all of the attendant circumstances and other possible remedies prior to changing the zoning designation of property established pursuant to a development agreement.

17.50.030: TERMS:

A. A development agreement shall be reasonably specific and its terms shall bear a reasonable relationship to the development/entitlement request.

B. A development agreement shall include at least the following:

1. A description of the reason and purpose for the development agreement;
2. The legal description of the subject property;
3. A list clearly noting allowed uses and deviations, and any limitation on permitted uses that would otherwise be permitted by the zoning entitlement;
4. A description and timing of the improvements to be constructed;
5. Any conditions imposed during the review and approval process, as well as applicable conditions from other entitlement approvals, e.g., Annexation Agreement, Planned Unit Development, Special Use Permit, Conditional Zoning, and associated Subdivision requests;
6. A description of the phasing plan, if any;
7. A description of any required temporary improvements and the duration of those improvements;

8. Covenants, if any, made by the developer and/or owner to the City;
9. Covenants, if any, made by the City;
10. The details of dedications beyond those required by the Subdivision and Zoning Codes;
11. The duration of the development agreement, and the provisions, conditions, and procedures for extending, amending, or terminating the development agreement; and
12. Payment and timing of applicable fees.

C. A development agreement may include the following:

1. A conceptual site plan showing the proposed arrangement of any structure(s), free-standing signage, landscaping, and parking area design;
2. A set of building elevations showing exterior building treatments and designs;
3. The requirement that a set of As-Built Drawings be provided prior to issuance of occupancy permits, or approval of infrastructure and open space areas; and/or
4. Conditions on the use, design, conservation, roads and other infrastructure, open space, workforce housing, and other aspects of the development which are in the public interest, as well as the timing for completion of the conditions.

17.50.040: PERFORMANCE:

A. The following standards shall apply to all property subject to a development agreement:

1. If a substantial amount of land adjacent to or abutting a property zoned in conjunction with a development agreement is rezoned to the same zoning designation as the property subject to the development agreement, the Planning and Zoning Commission may recommend that the development agreement be terminated after a public hearing complying with the notice and hearing provisions of section 67-6509, Idaho Code, if termination is equitable and in the best interests of the City. The recommendation shall be presented to City Council, which may approve, approve with conditions, or deny the termination.
2. The existence of a development agreement shall not prevent the City from subsequently applying new rules, regulations, or policies to the property, provided they do not conflict with the development agreement.
3. Construction shall be halted if a developer and/or owner is found to be out of compliance with the development agreement and further building permits shall not be issued until there is compliance.

B. The City, without incurring any liability, may engage in actions that otherwise would constitute a breach of a development agreement if the City Council makes a determination, after a public hearing, that the action is necessary to address a substantial risk to public health, safety, or the general welfare. In addition, the City may, without incurring any liability, engage in actions that would constitute a breach of a development agreement if required by federal or state law, or court order.

C. Except as expressly provided in a development agreement, the development agreement shall not be construed so as to create any right enforceable by a person who is not a party to the development agreement. Purchasers of lots in approved subdivisions shall not be third-party beneficiaries of a development agreement.

D. Any breach of a development agreement by the City shall not give rise to monetary damages, but the sole remedy for the developer and/or owner of property, or successor-in-interest, shall be an action for specific performance.

E. Performance of the City's duties pursuant to a development agreement are expressly conditioned upon the developer and/or owner's substantial compliance with each and every term, condition, provision, and covenant of the agreement, and with all applicable federal, state and local laws and regulations.

F. A development agreement shall run with the land and bind all successors, heirs, and assignees of the developer and owner.

G. No provision of any development agreement which is contrary to law may be enforced.

17.50.050: AMENDMENTS:

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 section 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 section 67-6509, Idaho Code.

B. An amendment may be requested if the Community Planning Director determines that:

1. The developer and/or owner has proposed a substantial change to the approved land uses, development standards, and/or approved site plan associated with the project;

2. The developer and/or owner has proposed a substantial change to any approved parking or landscaping;

3. The developer and/or owner has proposed a substantial change to any approved set of building elevations, or exterior appearance or design;

4. The developer and/or owner has proposed a substantial change to any approved freestanding commercial or industrial center signage or multi-family complex freestanding signage;

5. The amendment would be reasonable and necessary to satisfy a compelling City interest which could not reasonably have been known or anticipated by the City at the time the development agreement was approved; or

6. 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.

C. For purposes of this section, the term “substantial change” shall mean any change which may have a significant impact on the ability of the developer and/or owner to meet the purpose or intent of, or to comply with, the critical terms of the development agreement.

D. A request to amend a development agreement by the developer and/or owner, or their successor-in-interest, shall state the nature of the modification and the reason(s) amendment is necessary and reasonable, how the amendment is in the public interest, and provide plans showing approved and requested changes.

17.50.060: RECORDING:

Development agreements and any amendments thereto shall be recorded in the office of the county recorder. Should a development agreement be terminated, the zoning designation upon which the use was based shall revert to its prior zoning designation at the sole discretion of the City or, if done as part of an annexation, rezoned to the lowest intensity zoning district within the City which is appropriate under all the circumstances (unless a de-annexation is warranted), and a document recording such termination and reversion shall be recorded in the office of the county recorder. The developer and/or owner shall pay all recording fees.

17.50.070: REVIEW AND ENFORCEMENT:

A. The Community Planning Director shall monitor the developer and/or owner’s compliance with the terms and conditions of the development agreement.

B. Upon the request of the Community Planning Director, the developer and/or owner, or their successors-in-interest, shall demonstrate compliance with the terms and/or conditions of the development agreement.

C. If the Community Planning Director determines that the developer and/or owner, or their successors-in-interest, are not in compliance with the terms and conditions of the development agreement, and such lack of compliance is not resolved by the developer and/or owner within a reasonable time set by the City, the Community Planning Director may recommend that the City seek specific performance of the terms of the development agreement, terminate the agreement, or

seek any other available remedy at law or equity.

17.50.080: TERMINATION:

A. Upon the failure of the developer and/or owner, or their successors-in-interest, to comply with the terms and/or conditions of the development agreement, the City may terminate the development agreement. If the development agreement is terminated, at the sole discretion of the City the zoning designation of the property or any undeveloped portion of the property shall revert to the prior zoning designation or, if zoned with annexation, may be rezoned to the lowest intensity zoning district within the City which is appropriate under all the circumstances (unless a de-annexation is warranted). Prior to termination, the developer and/or owner shall be afforded a reasonable time, as determined by the Community Planning Director, to bring the property into compliance with the development agreement.

B. Upon the sale of property subject to a development agreement, the purchaser may request termination of the development agreement in accordance with subparagraph C.

C. When termination of a development agreement is contemplated, a public hearing shall be conducted before the Planning and Zoning Commission in accordance with the notice and hearing procedures of § 67-6509, Idaho Code. The Planning and Zoning Commission shall determine if the circumstances support termination and termination is in the best interests of the City. In such case, the zoning designation of the property shall revert to the zoning designation of the property prior to the development agreement. The Planning and Zoning Commission's determination may be appealed to the City Council utilizing the procedures set out in §§ 17.09.705 to 17.09.715, Coeur d'Alene Municipal Code.

D. The City and the developer and/or owner, or their successors-in-interest, of the property may mutually agree to terminate a development agreement. In such case, at the sole discretion of the City, the zoning designation of the property shall revert to the zoning designation it held prior to the development agreement, in whole or in part.

E. The developer and/or owner of property subject to a development agreement may terminate the development agreement as to any remaining undeveloped land if the City modifies the development agreement without their consent. In the event the developer and/or owner choose to terminate the development agreement under these circumstances, the zoning designation of the property shall revert to the zoning designation it held prior to the development agreement in the sole discretion of the City.

17.50.090: FEES:

The City Council shall set the fee for a development agreement by resolution.

**PLANNING COMMISSION
STAFF REPORT**

FROM: MIKE BEHARY, ASSOCIATE PLANNER

DATE: JUNE 14, 2022

SUBJECT: A-2-22 – ZONING IN CONJUNCTION WITH ANNEXATION OF 5.9 ACRES FROM COUNTY AG-SUBURBAN TO R-1 AND R-5.

PUD-2-22: A RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD) THAT WILL CONSIST OF 25 MULTIFAMILY UNITS ON 5.9 ACRES

LOCATION: 1808 N 15th STREET.

APPLICANT:
Aspen Homes and Development LLC
1831 N Lakewood Dr. Suite A
Coeur d'Alene, ID 83814

ENGINEER:
Dobler Engineering
P.O. Box 3181
Hayden, ID 83835

DECISION POINT:

The applicant is requesting approval of the following two decision points that will require separate findings to be made for each item.

1. The annexation of 5.9 acres in conjunction with zoning approval from County Agricultural-Suburban to the R-5 zoning district.
2. A planned unit development that will allow 25 multifamily units on 5.9 acres in the R-5 zoning district with the following modifications.
 - a. Front Setback of 10' rather than 20'.
 - b. Rear Setback of 12.5' adjacent to open space rather than 25'.
 - c. Housing type of multifamily/townhome style units rather than single family.
 - d. Building Height of 38' rather than 32'.

BACKGROUND INFORMATION:

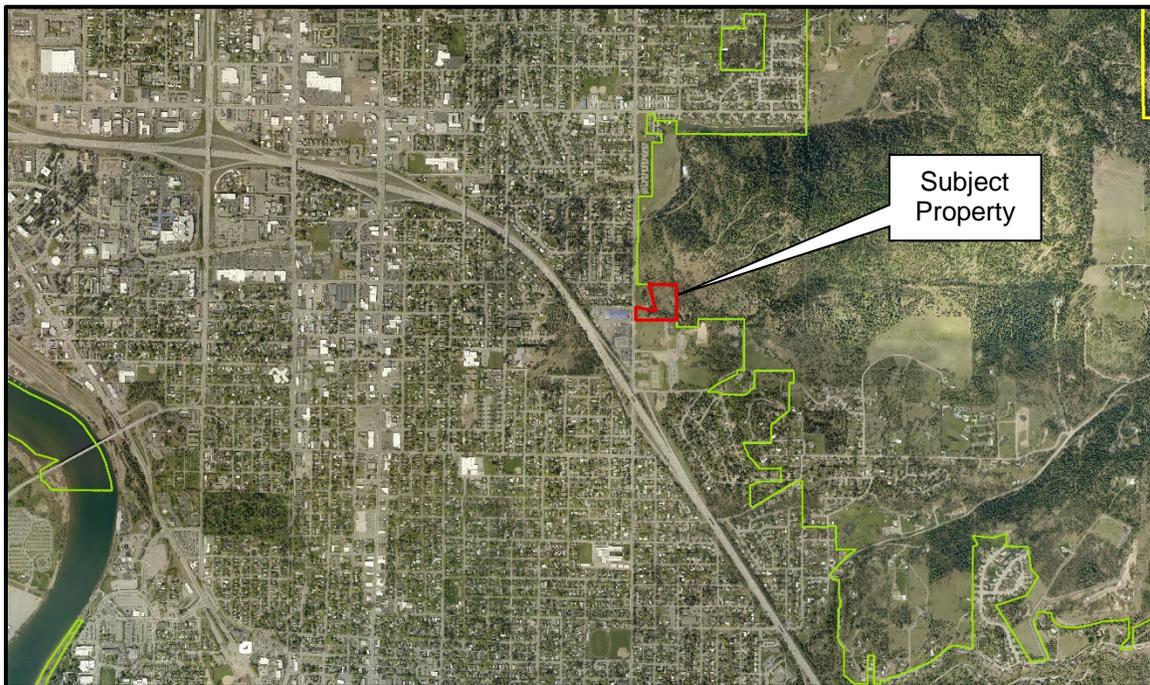
The subject property currently has a single family residence on it and is located in the unincorporated area of the County on 5.9 acres. The subject site obtains its access off of 15th Street. The subject site is adjacent to the city limits on the west and south sides. The property is currently zoned County Ag-Suburban and is located within the City's Area of City Impact (ACI).

The subject site is located at the base of Best Hill and has some significant sloping topography on the northern and eastern part of the property. If annexation is approved, the 5.9 acre property will be subject to the Hillside Ordinance regulations.

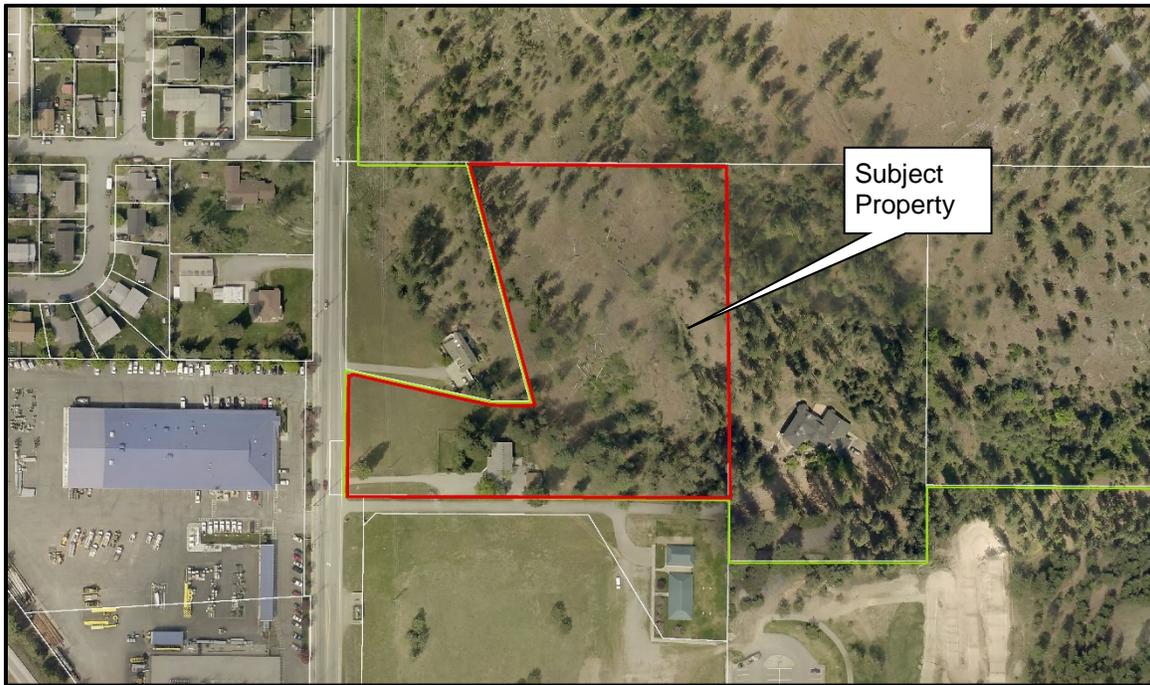
The applicant is proposing to build a 25 multifamily unit project that will consist of three buildings. The applicant intends to build on the gently sloping area portion of the property that directly abuts 15th Street. The applicant has indicated that the area they intend to build on has slopes less than 5%. The remainder of the property has significant slope and the applicant is proposing to keep this as a designated open space area. The overall density of the proposed development is 4.23 units per acre.

This proposal came forward to Planning Commission at the March 8th meeting. It was presented to Planning Commission with a R-17 zoning request and in essence was tabled with a split vote. The applicant formally requested that this item be tabled to the June 14th meeting so that they could have time to modify their request and work out items with staff. The applicant has modified their request to the R-5 Zoning District to be consistent with the Comprehensive Plan and to include a PUD to provide the open space and allow for the desired housing product type.

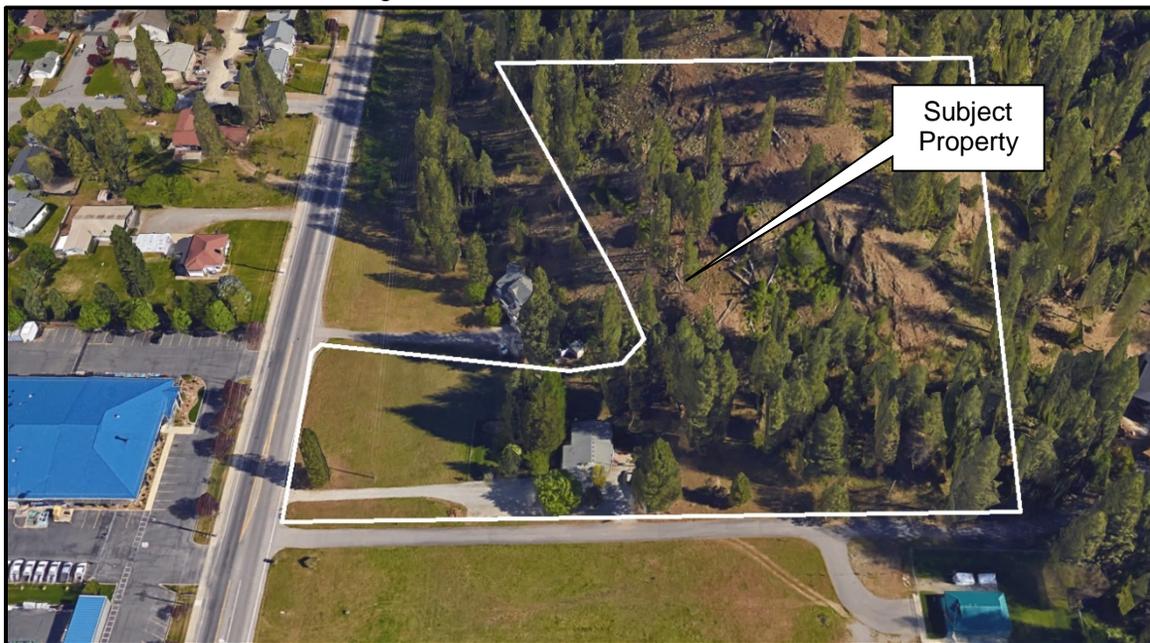
PROPERTY LOCATION MAP:



AERIAL PHOTO:



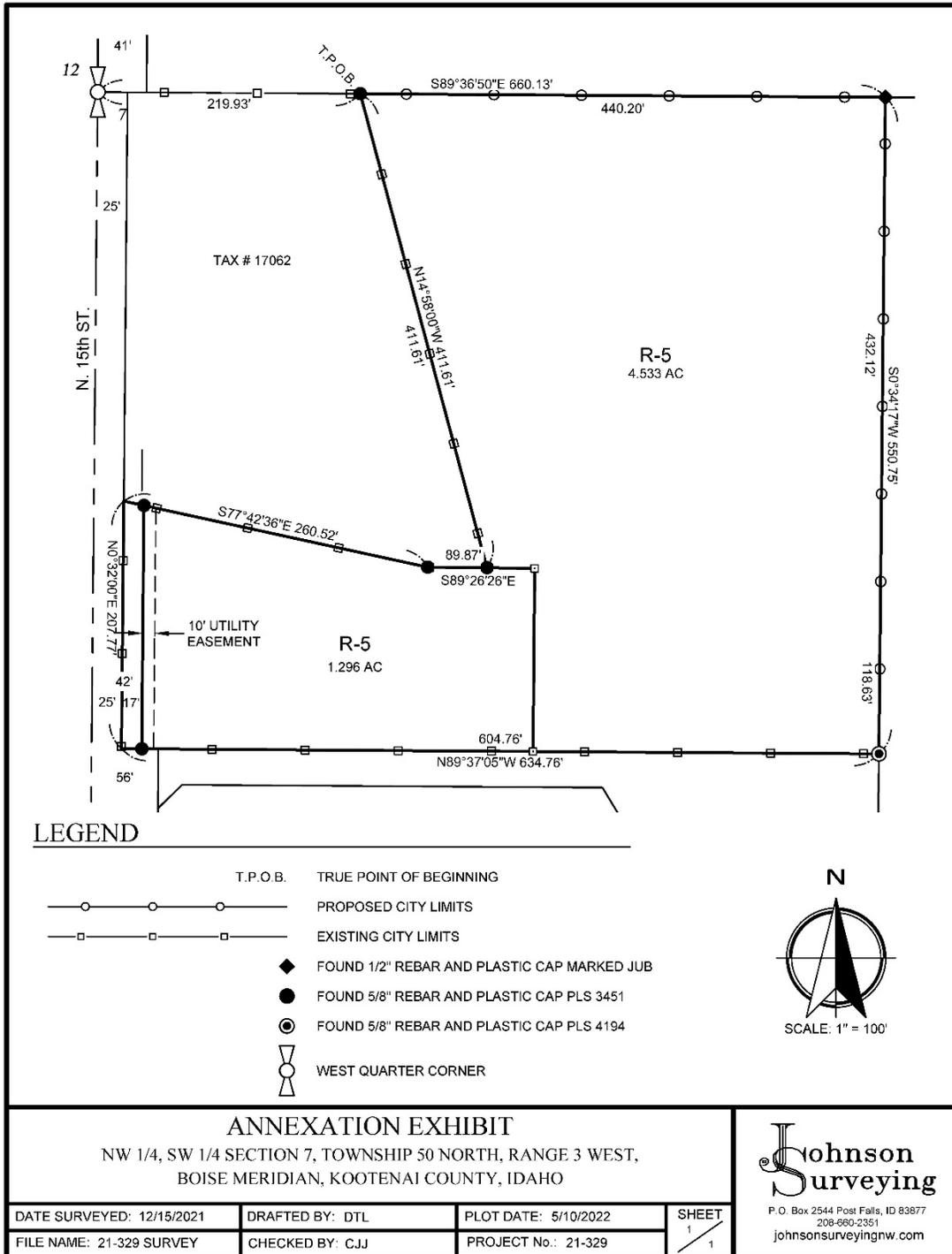
BIRDSEYE AERIAL -1: Looking North



BIRDSEYE AERIAL-2: Looking East



ANNEXATION MAP:



LEGEND

- T.P.O.B. TRUE POINT OF BEGINNING
- PROPOSED CITY LIMITS
- EXISTING CITY LIMITS
- FOUND 1/2" REBAR AND PLASTIC CAP MARKED JUB
- FOUND 5/8" REBAR AND PLASTIC CAP PLS 3451
- FOUND 5/8" REBAR AND PLASTIC CAP PLS 4194
- WEST QUARTER CORNER



ANNEXATION EXHIBIT

NW 1/4, SW 1/4 SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

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

DATE SURVEYED: 12/15/2021

DRAFTED BY: DTL

PLOT DATE: 5/10/2022

SHEET

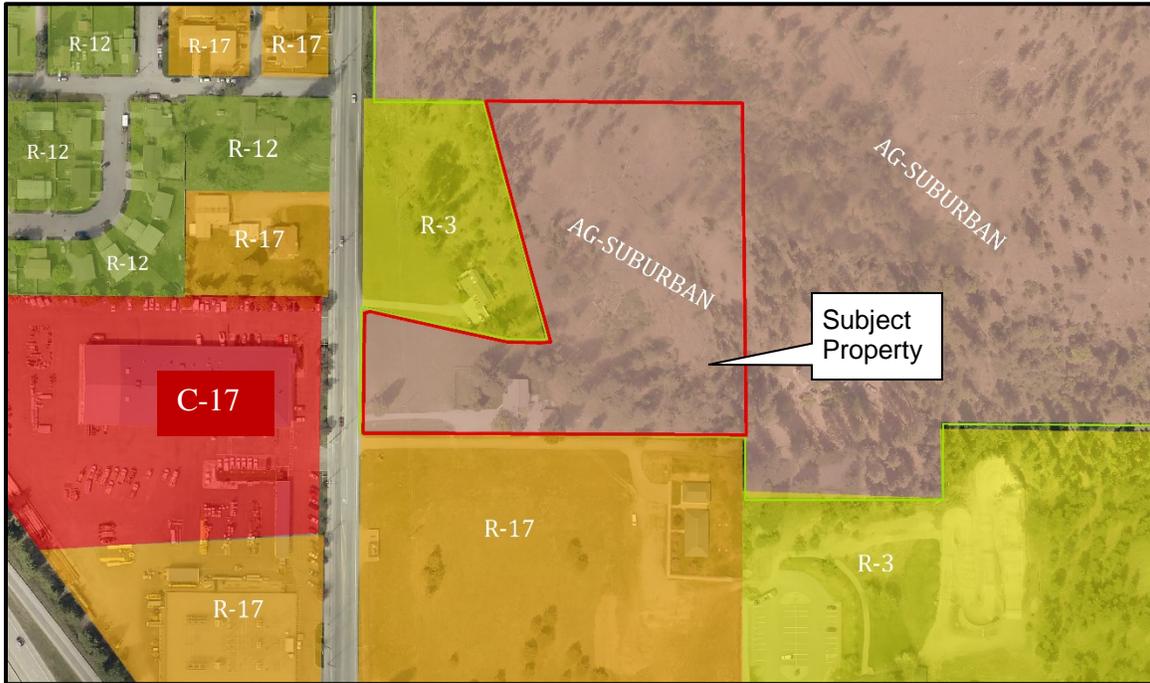
FILE NAME: 21-329 SURVEY

CHECKED BY: C.JJ

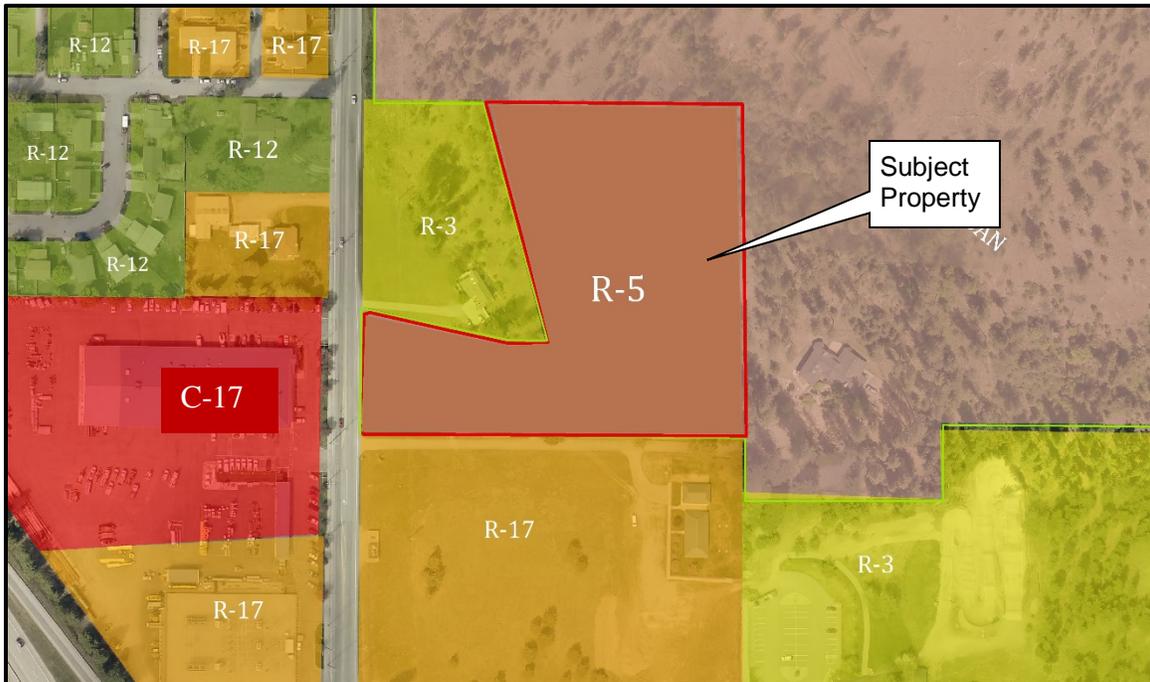
PROJECT No.: 21-329

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EXISTING ZONING MAP: with County Zoning District



PROPOSED ZONING MAP:



Proposed R-5 Zoning District:

The R-5 District is intended as a residential area that permits single-family detached housing at a density of five (5) units per gross acre (i.e., the density for an acre of unsubdivided land, regardless of where streets, etc., may or may not be located, will be calculated at a minimum of 5 units). The gross acre calculation is intended to provide the subdivider flexibility, so when dedicating land for public uses, the density may be made up elsewhere in the subdivision as long as the other site performance standards are met.

A maximum of two (2) dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two (2) units and each dwelling unit meets the minimum yard (setback) requirements. For the purposes of this section, the term "two (2) dwelling units" shall mean two (2) single family dwelling units or one single family dwelling unit and one accessory dwelling unit (ADU).

Principal permitted uses in an R-5 district shall be as follows:

- Administrative.
- Essential service (underground).
- "Home occupation", as defined in this title.
- Neighborhood recreation.
- Public recreation.
- Single-family detached housing

Permitted uses by special use permit in an R-5 district shall be as follows:

- Bed and breakfast facility.
- Commercial film production.
- Community assembly.
- Community education.
- Community organization.
- Convenience sales.
- Essential service (aboveground).
- Noncommercial kennel.
- Religious assembly.

Maximum height requirements in an R-5 District shall be as follows:

Structure Type	Structure Location	
	In Buildable Area For Principal Facilities	In Rear Yard
Principal structure	32 feet 1	n/a
For public recreation, community education or religious assembly activities	45 feet1	n/a
Detached accessory building including garages and carports	32 feet1	With low or no slope roof: 14 feet With medium to high slope roof: 18 feet

The minimum lot requirements in an R-5 district shall be as follows:

- Minimum lot requirements in an R-5 District shall be eight thousand five hundred (8,500) square feet. All buildable lots must have fifty feet (50') of frontage on a public street, unless an alternative is approved by the City through the normal subdivision procedure (i.e., cul-de-sac and flag lots), or unless a lot is nonconforming.

Minimum yard requirements for residential activities in an R-5 district shall be as follows:

- Front: The front yard requirement shall be twenty feet (20').
- Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten foot (10') minimum.
- Side, Street: The street side yard requirement shall be ten feet (10').
- Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space.

A-2-22: ANNEXATION FINDINGS:

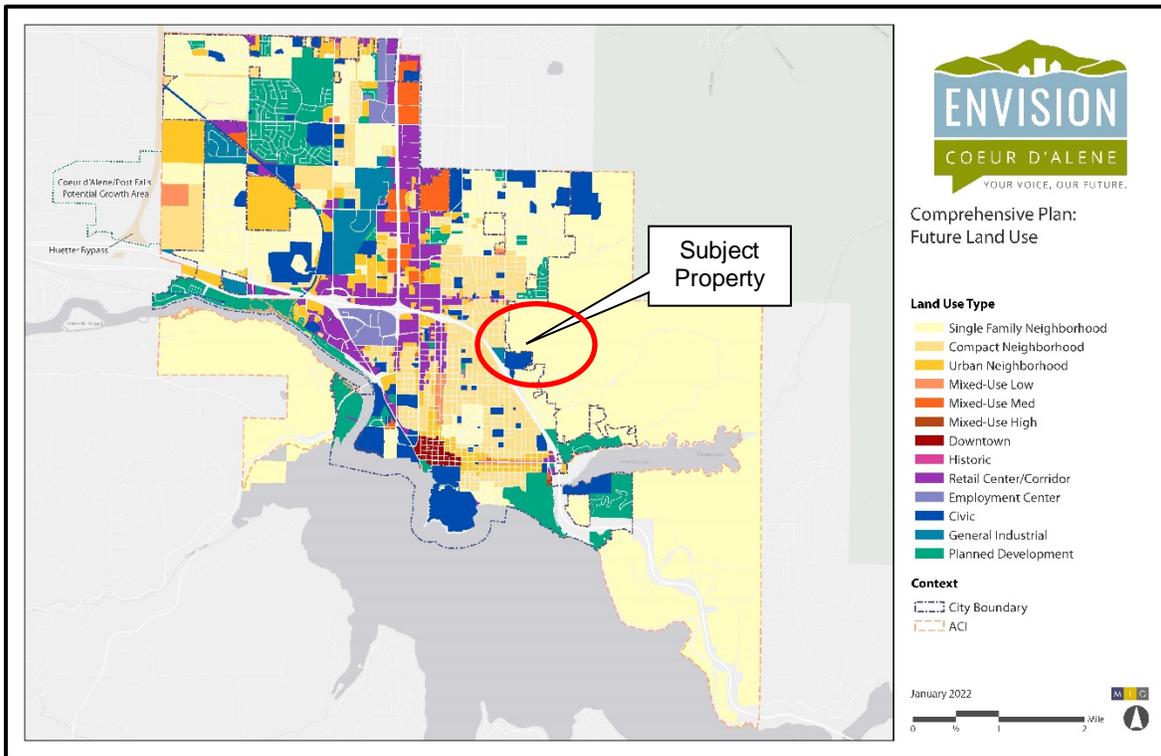
REQUIRED FINDINGS FOR ANNEXATION:

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

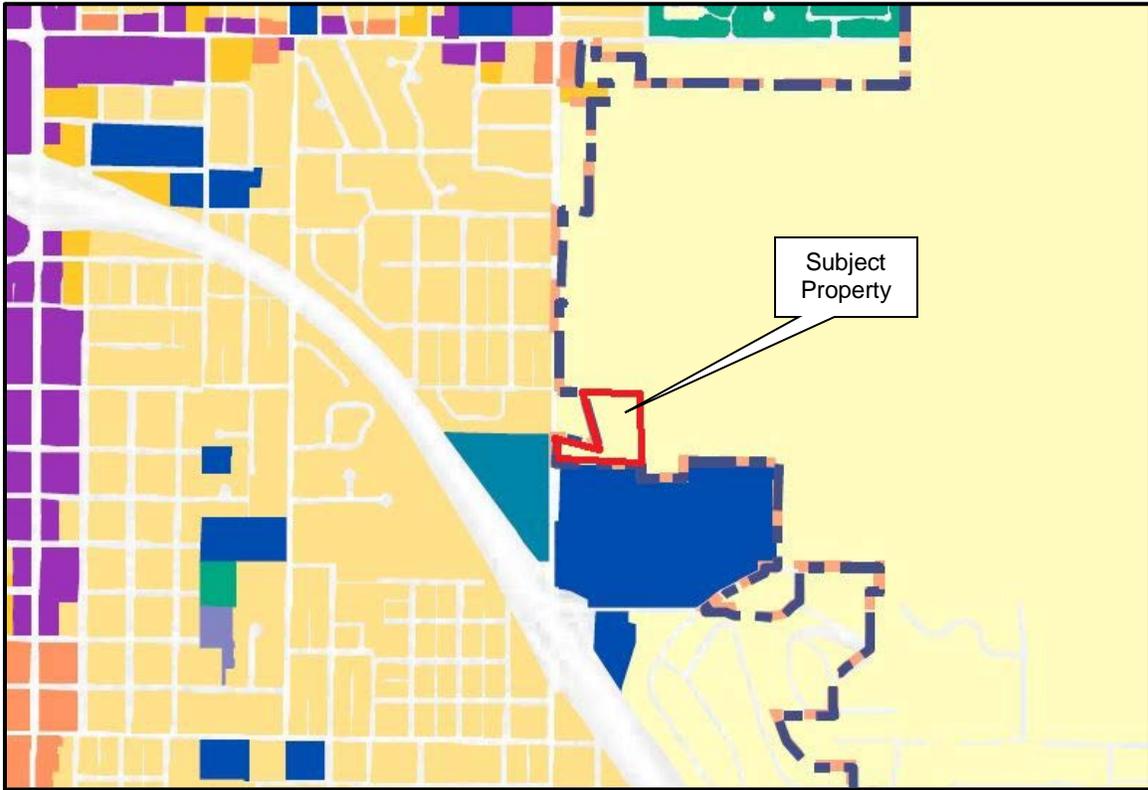
2042 COMPREHENSIVE PLAN LAND USE:

- The subject property is not within the existing city limits.
- The City’s Comprehensive Plan designates the subject property as: Single Family Neighborhood.
- The subject site lies within the City’s Area of City Impact (ACI)

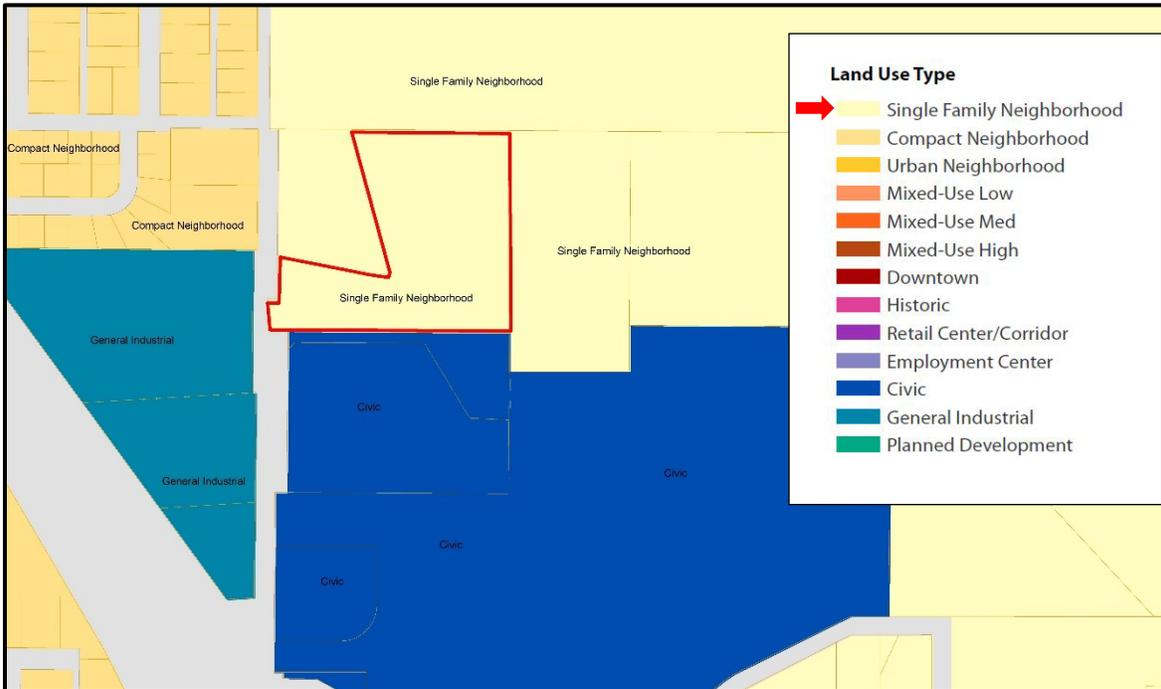
2042 COMPREHENSIVE PLAN LAND USE MAP:



2042 COMPREHENSIVE PLAN LAND USE MAP:



2042 COMPREHENSIVE PLAN LAND USE MAP: Site Location



2042 Comprehensive Plan Place Types:

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

Place Type: 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 Districts within the "Compact Neighborhood" Place Type:

- R-1, R-3, R-5, R-8 and MH-8 Zoning Districts.

Key Characteristics of "Single Family Neighborhood" Place Type:

Single-Family Neighborhood



Key Characteristics

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 connected by trails.

Transportation

- Neighborhood streets for local access connected by collectors

Typical Uses

- Primary: Single-family residential
- Secondary: Civic uses, neighborhood parks and recreation facilities

Building Types

- 1-2 story detached houses

Compatible Zoning

- R-1, R-3, R-5, and R-8; MH-8



Place Type: Planned Development

Planned Development places are locations that have completed the planned unit development application process. As part of that process, the City and the applicant have agreed to a determined set of complementary land uses that can include a number of Place Types. Large scale Planned developments often have a determined phasing and development plan and may include land uses such as housing, recreation, commercial centers, civic, and industrial parks, all within one contained development or subdivision. Building design and scale, transportation, open space, and other elements are approved through the City of Coeur d’Alene’s PUD evaluation process.

Compatible Zoning Districts within the “Compact Neighborhood” Place Type:

- Not applicable. Planned Unit Developments may occur within any Place Type.

Key Characteristics of “Single Family Neighborhood” Place Type:

Planned Development



Key Characteristics
Planned Development places are locations that have completed the planned unit development application process. As part of that process the City and the applicant have agreed to a determined set of complementary land uses that can include a number of Place Types. Planned development also often has a determined phasing and development plan and can include land uses such as housing, recreation, commercial centers, and industrial parks, all within one contained development or subdivision. Building design and scale, and transportation, public space and other elements are determined by the City of Coeur d’Alene’s PUD evaluation process.

Transportation

- Dependent on PUD approvals it large lots. Access should include pedestrian and bicycle facilities

Typical Uses

- Primary: Dependant on PUD approval agreements
- Secondary: Not applicable

Building Types

- Varies by PUD

Compatible Zoning

- Not applicable. Planned Development may occur within any Place Type (1.5 acre minimum).

2042 Comprehensive Goals and Objectives that apply:

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.

Environment & Recreation

Goal ER 1

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

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.

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 1.5

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.

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.

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

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

STORMWATER:

Stormwater will be addressed as the area proposed for annexation develops. All stormwater must be contained on-site. A stormwater management plan, conforming to all requirements of the City, shall be submitted and approved prior to the start of any construction.

-Submitted by Chris Bosley, City Engineer

STREETS:

The subject site is currently undeveloped and has frontage on 15th Street to the west. 15th Street frontage shall be improved to City standards at the time of development, including a 10' wide shared use path. 42 feet of right-of-way shall be dedicated to the City for improvements to 15th Street. The Streets and Engineering Department has no objection to this annexation request.

-Submitted by Chris Bosley, City Engineer

WATER:

The property for proposed annexation lies within the City of Coeur d'Alene water service area. There is sufficient capacity within the public water system to provide adequate domestic, irrigation and fire flow service to the subject parcel at General Zone service elevation. Some of the property may fall above maximum General Zone service elevation and the developer may need to determine an acceptable alternate means of service if proposing to utilize the property.

Any proposed density increase for development of the parcel may require extension of the public water utilities at the owner/developer's expense. Services currently exist to 1808 and 1828 N 15th St. respectively as well as a private service that crosses the southern boundary to 1802 N 15th St.

-Submitted by Terry Pickel, Water Department Director

SEWER:

The nearest public sanitary sewer is located in 15th Street to the west of subject property. At no cost to the City, a sewer extension conforming to City Standards and Policies will be required prior issuance of any building permits. The subject property is within the City of Coeur D' Alene Area of City Impact (ACI) and in accordance with the 2013 Sewer Master Plan. The City's Wastewater Utility presently has the wastewater system capacity and willingness to serve this annexation request as proposed.

-Submitted by Larry Parsons, Utility Project Manager

FIRE:

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 final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CD'A FD can address all concerns at site and building permit submittals. The Fire Department has no conditions at this time. The CDA Fire Department will work with the development team utilizing the current adopted Fire Code (2018 Edition) for access, fire protection and hydrant placement at building permit time. The Fire Department has no objection to this Annexation request as proposed.

-Submitted by Bobby Gonder, Fire Inspector

POLICE:

The Police Department does not have an issue with the annexation.

-Submitted by Lee White, Chief of Police

Evaluation: *The Planning Commission will need to determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.*

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

PHYSICAL CHARACTERISTICS:

The topography slopes to the southwest and there is an approximately a hundred and fifty-foot elevation drop on the northeast part of the subject property. The part of the property does have significant issues with development as a result of the slope and Hillside designation. The western part of the property is relatively flat and slopes to the west.

The topographical or physical constraints of the subject property is primarily associated with the northeastern part of the property. The part of the property that is adjacent to 15th Street and is gently sloping is the part of property that is intended to be developed upon. The physical characteristics of the site in regards to the site plan that was submitted do not make it unsuitable for the annexation request.

The entire property is subject to the Hillside Ordinance in its current configuration, with an average slope of approximately 24.5%. (See topographic map below on page 16.)

Site photos are provided on the next few pages showing the existing conditions.

TOPOGRAPHIC MAP:



SITE PHOTO - 1: View from 15th Street looking east.



SITE PHOTO - 2: View from the southwest corner of subject site looking east.



SITE PHOTO - 3: View from the southeast part of property looking northeast.



SITE PHOTO - 4: View from the south central part of property looking northeast.



SITE PHOTO - 5: View from the south central part of property looking north.



SITE PHOTO - 6: View from the central part of property looking southwest.



SITE PHOTO - 7: View from the west side of 15th Street looking south.



Evaluation: *The Planning Commission will need to determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.*

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

TRAFFIC:

The proposed annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation. The proposed annexation is requesting a combination of townhomes and apartments for the property. The apartments could generate approximately 119 trips/day with 9 AM and 11 PM peak hour trips. The townhomes are expected to generate 40 trips/day with 3 AM and 4 PM peak hour trips. The estimated traffic was derived from Land Use Code 220 – Apartments and Land Use Code 230 – Residential Condominium/Townhouse in the ITE Trip Generation Manual. The Streets and Engineering Department has no objection to this annexation.

-Submitted by Chris Bosley, City Engineer

NEIGHBORHOOD CHARACTER:

This area is composed of a variety of zoning districts with a majority of residential density at three to eight units per acre. The surrounding area provides a range of housing choices that includes a number of large recreation areas and small pocket parks. Best Hill act as the backdrop for this area.

SURROUNDING LAND USES AND ZONING:

The properties on the east side of 15th Street in the project vicinity are part of, and adjacent to Best Hill. There is native vegetation on the sloped areas that functions as natural open space. There is a single-family home to the north of the subject property that is located within the city limits. The property to the east is a residential land use with a single family dwelling located on it that is located in the County. The properties to the south have public and private civic uses on them. The public use is a park (Cherry Hill Park) owned by the city and the other use is the Coeur d'Alene Eagles' special event center. The properties to the west have a single family residence and across 15th Street is a commercial use that entails Avista's office and equipment yard. *See Land Use Map on page 21.*

The properties to the west of the subject site are zoned R-3 residential and C-17 commercial for property that is across 15th Street. The property to the south of the subject site is zoned R-17 residential. The properties to the north and east are zoned AG-Suburban in the County. *See Zoning Map on page 5*

GENERALIZED LAND USE PATTERN OF PROPERTIES WITHIN CITY LIMITS:



Evaluation: *The Planning Commission will need to 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.*

PUD-1-22: PLANNED UNIT DEVELOPMENT FINDINGS:

17.07.230: PLANNED UNIT DEVELOPMENT REVIEW CRITERIA:

A planned unit development may be approved only if the proposal conforms to the following criteria, to the satisfaction of the commission:

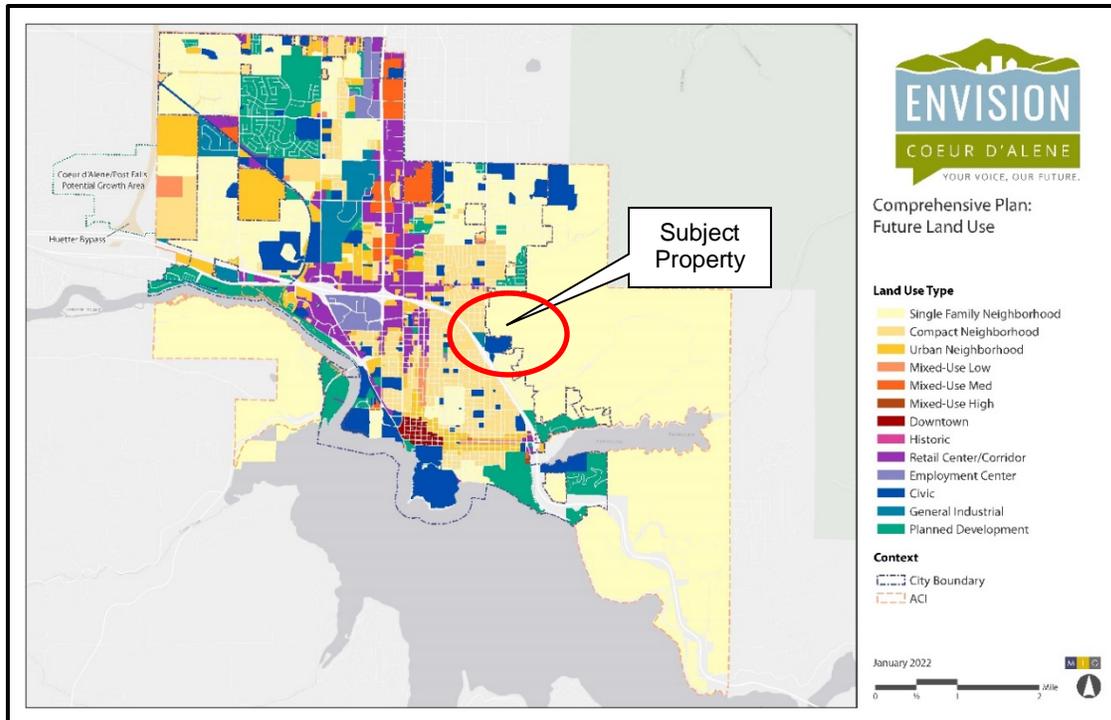
REQUIRED FINDINGS (PUD):

Finding #B8A: The proposal (is) (is not) in conformance with the Comprehensive Plan.

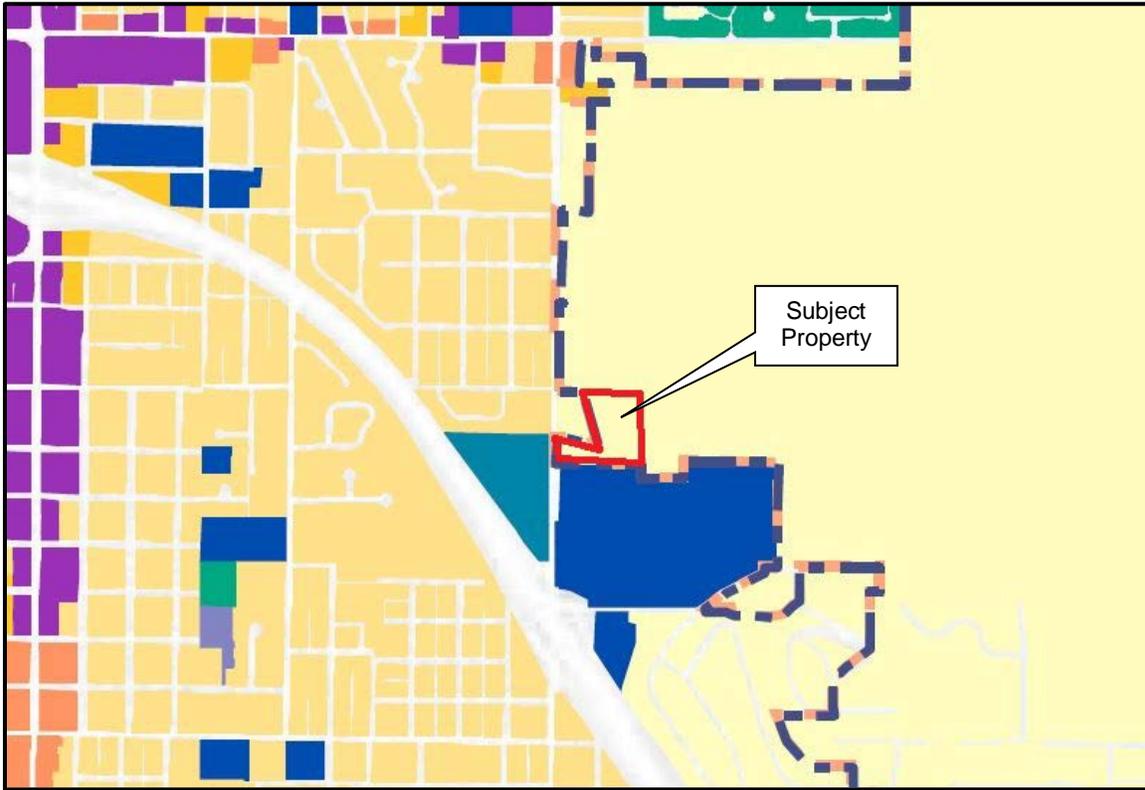
2042 COMPREHENSIVE PLAN LAND USE:

- The subject property is not within the existing city limits.
- The City's Comprehensive Plan designates the subject property as:
Single Family Neighborhood.
- The subject site lies within the City's Area of City Impact (ACI)

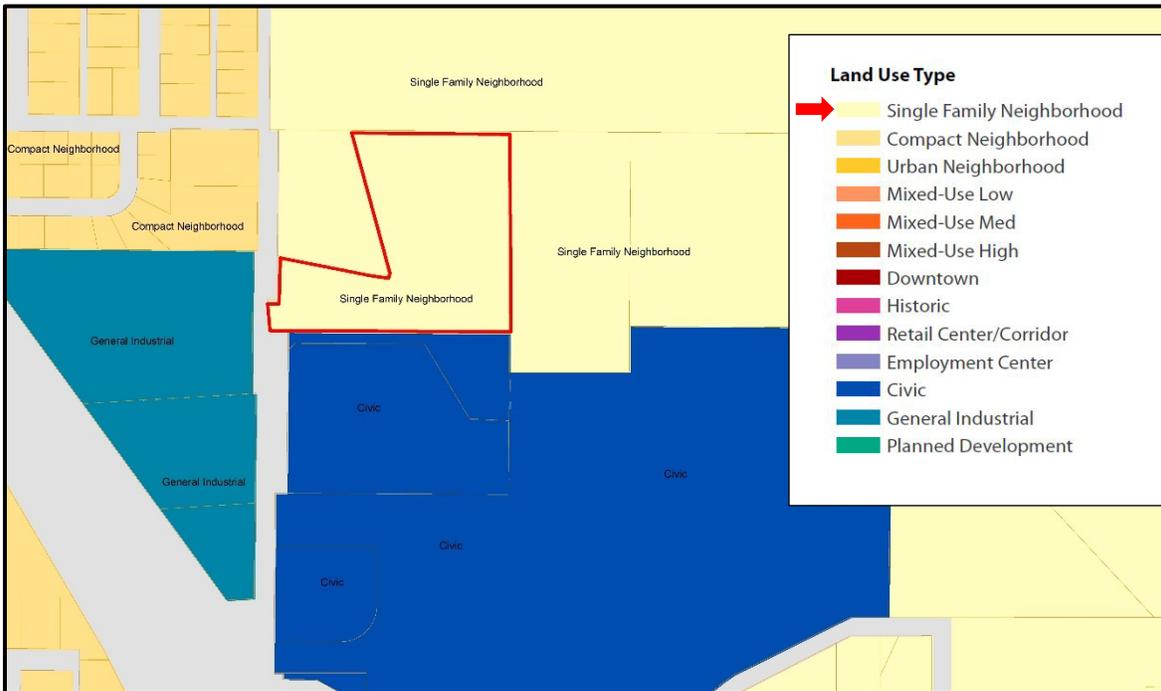
2042 COMPREHENSIVE PLAN LAND USE MAP:



2042 COMPREHENSIVE PLAN LAND USE MAP:



2042 COMPREHENSIVE PLAN LAND USE MAP: Site Location



2042 Comprehensive Plan Place Types:

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

Place Type: 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 Districts within the “Compact Neighborhood” Place Type:

- R-1, R-3, R-5, R-8 and MH-8 Zoning Districts.

Key Characteristics of “Single Family Neighborhood” Place Type:

Single-Family Neighborhood



Key Characteristics
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 connected by trails.

Transportation

- Neighborhood streets for local access connected by collectors

Typical Uses

- Primary: Single-family residential
- Secondary: Civic uses, neighborhood parks and recreation facilities

Building Types

- 1-2 story detached houses

Compatible Zoning

- R-1, R-3, R-5, and R-8; MH-8



2042 Comprehensive Goals and Objectives that apply:

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.

Environment & Recreation

Goal ER 1

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

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.

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 1.5

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.

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.

Evaluation: *The Planning 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.*

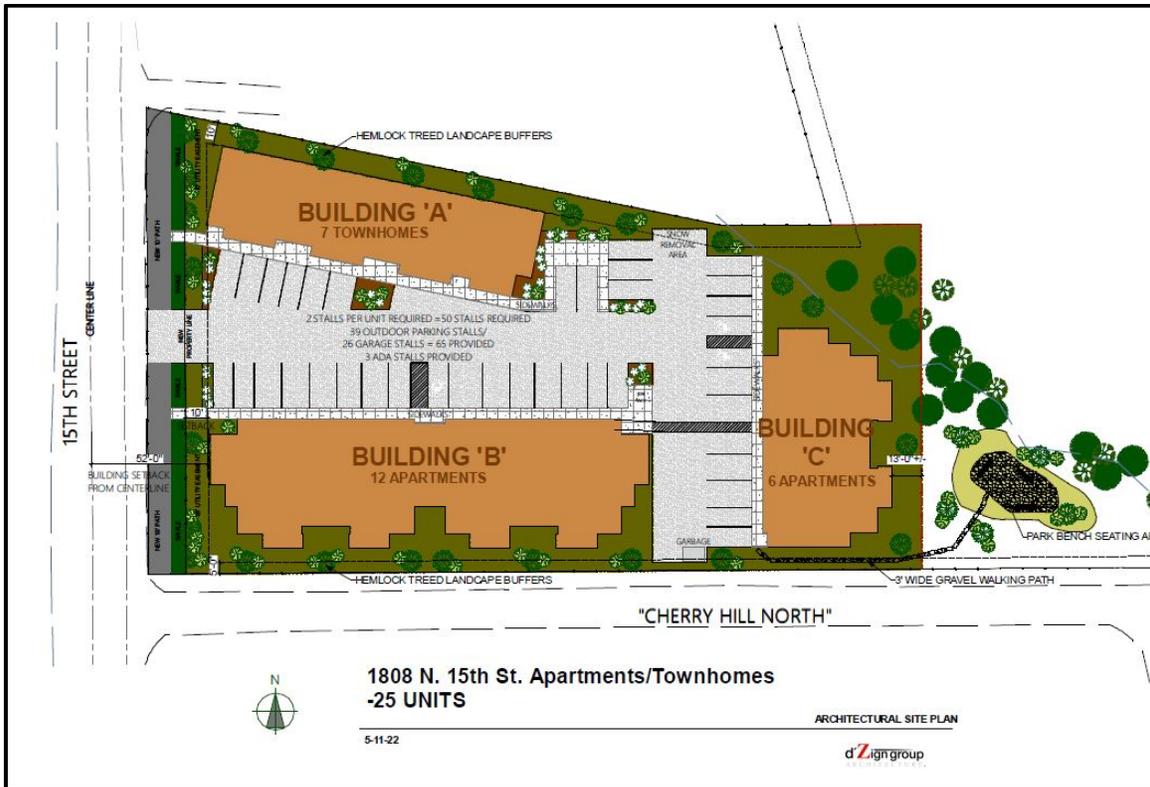
Finding #B8B: **The design and planning of the site (is) (is not) compatible with the location, setting, and existing uses on adjacent properties.**

LOCATION, SETTING, AND EXISTING USES:

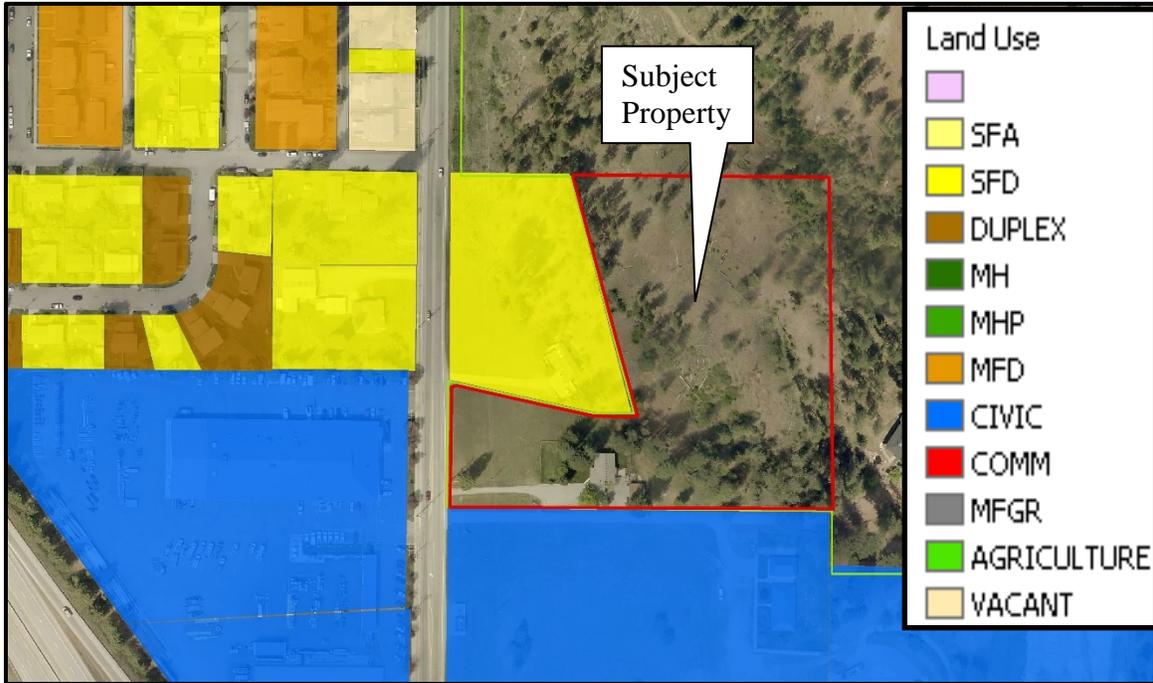
The properties on the east side of 15th Street in the project vicinity are part of, and adjacent to Best Hill. There is native vegetation on the sloped areas that functions as natural open space. There is a single-family home to the north of the subject property that is located within the city limits. The property to the east is a residential land use with a single family dwelling located on it that is located in the County. The properties to the south have public and private civic uses on them. The public use is a park (Cherry Hill Park) owned by the city and the other use is the Coeur d'Alene Eagles' special event center. The properties to the west have a single family residence and across 15th Street is a commercial use that entails Avista's office and equipment yard. See Land Use Map on page 29.

The properties to the west of the subject site are zoned R-3 residential and C-17 commercial for property that is across 15th street. The property to the south of the subject site is zoned R-17 residential. The properties to the north and east are zoned AG-Suburban in the County. See Zoning Map on page 29. The site is relatively flat and there are no topographical or other physical constraints that would make the subject property unsuitable for the proposed planned unit development.

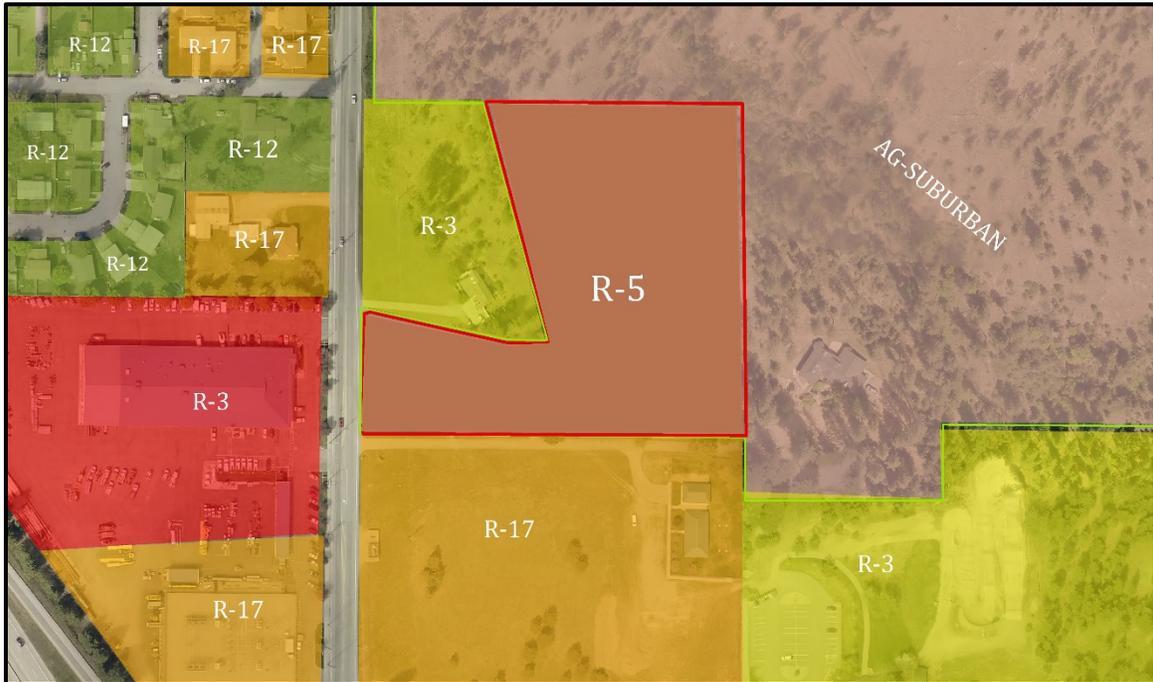
PUD SITE PLAN MAP:



GENERALIZED LAND USE MAP FOR PROPERTIES IN CITY LIMITS:



EXISTING ZONING:



SITE PHOTO - 1: View from 15th Street looking east.



SITE PHOTO - 2: View from the southwest corner of subject site looking east.



SITE PHOTO - 3: View from the southeast part of property looking northeast.



SITE PHOTO - 4: View from the south central part of property looking northeast.



SITE PHOTO - 5: View from the south central part of property looking north.



SITE PHOTO - 6: View from the central part of property looking southwest.



SITE PHOTO - 7: View from the west side of 15th Street looking south.



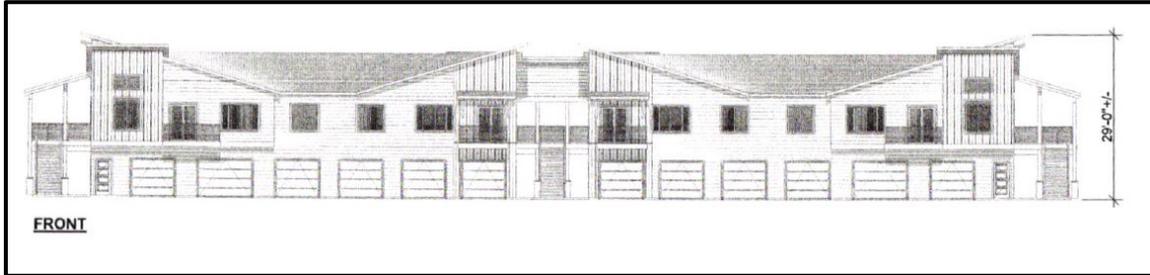
Evaluation: *The Planning Commission must determine, based on the information before them, whether or not the design and planning of the site is compatible with the location, setting and existing uses on adjacent properties.*

Finding #B8C: **The proposal (is) (is not) compatible with natural features of the site and adjoining properties.**

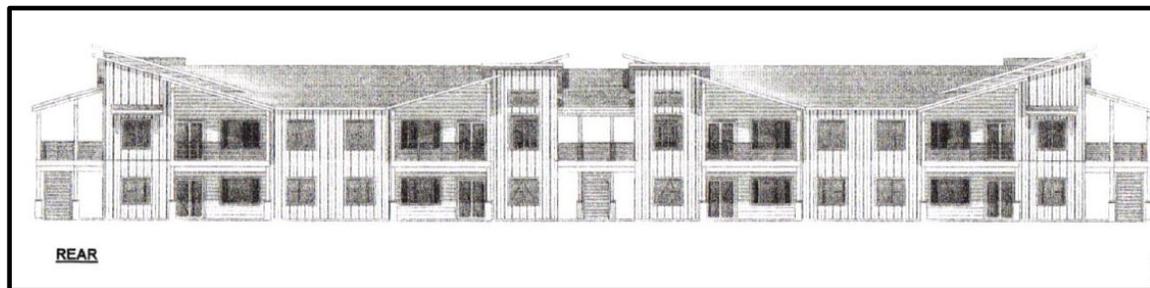
The topography slopes to the southwest and there is an approximately a hundred and fifty-foot elevation drop on the northeast part of the subject property. The part of the property that is not proposed to be develop does have significant issues with development as a result of the slope and Hillside designation. The western part of the property is relatively flat and slopes to the west.

The topographical or physical constraints of the subject property is primarily associated with the northeastern part of the property. The part of the property that is adjacent to 15th Street and is gently sloping is the part of property that is intended to be developed upon. The natural features of the site are consistent with the natural features of the surrounding properties. The following images reflect the proposed building elevations of the townhomes.

APPLICANT'S BUILDING ELEVATION – Front Elevation



APPLICANT'S BUILDING ELEVATION – Rear Elevation



Evaluation: *The Planning Commission must determine, based on the information before them, whether or not the proposal is compatible with natural features of the site and adjoining properties.*

Finding #B8D: **The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing public facilities and services.**

See staff comments which can be found in on pages 14 & 15 of the annexation portion of this staff report (Annexation Finding #B9).

Evaluation: *The Planning Commission must determine, based on the information before them, whether or not the location, design, and size of the proposal are such that the development will be adequately served by existing public facilities and services.*

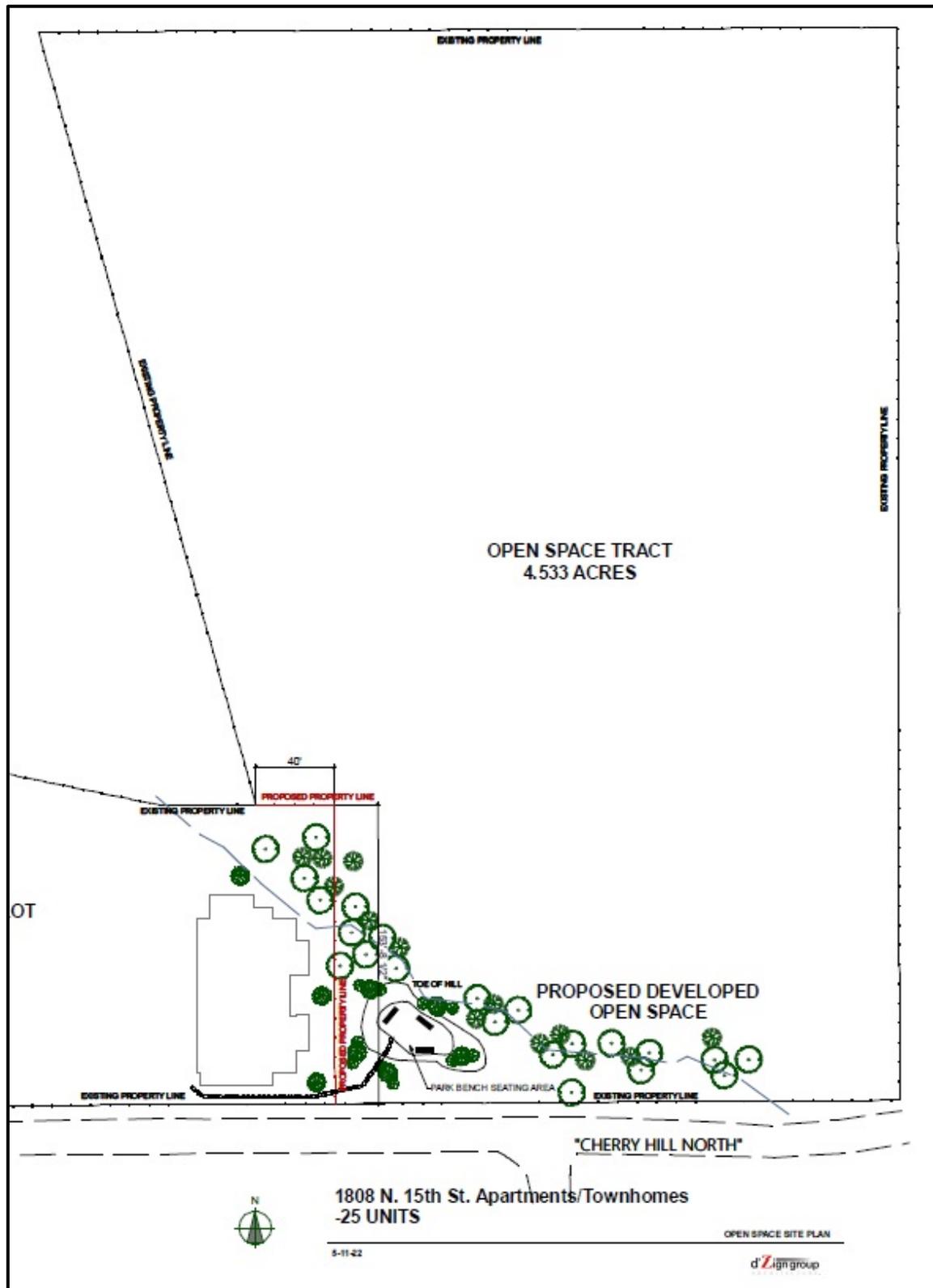
Finding #B8E:

The proposal (does) (does not) provide adequate private common open space area, as determined by the Commission, no less than 10% of gross land area, free of buildings, streets, driveways or parking areas. The common open space shall be accessible to all users of the development and usable for open space and recreational purposes.

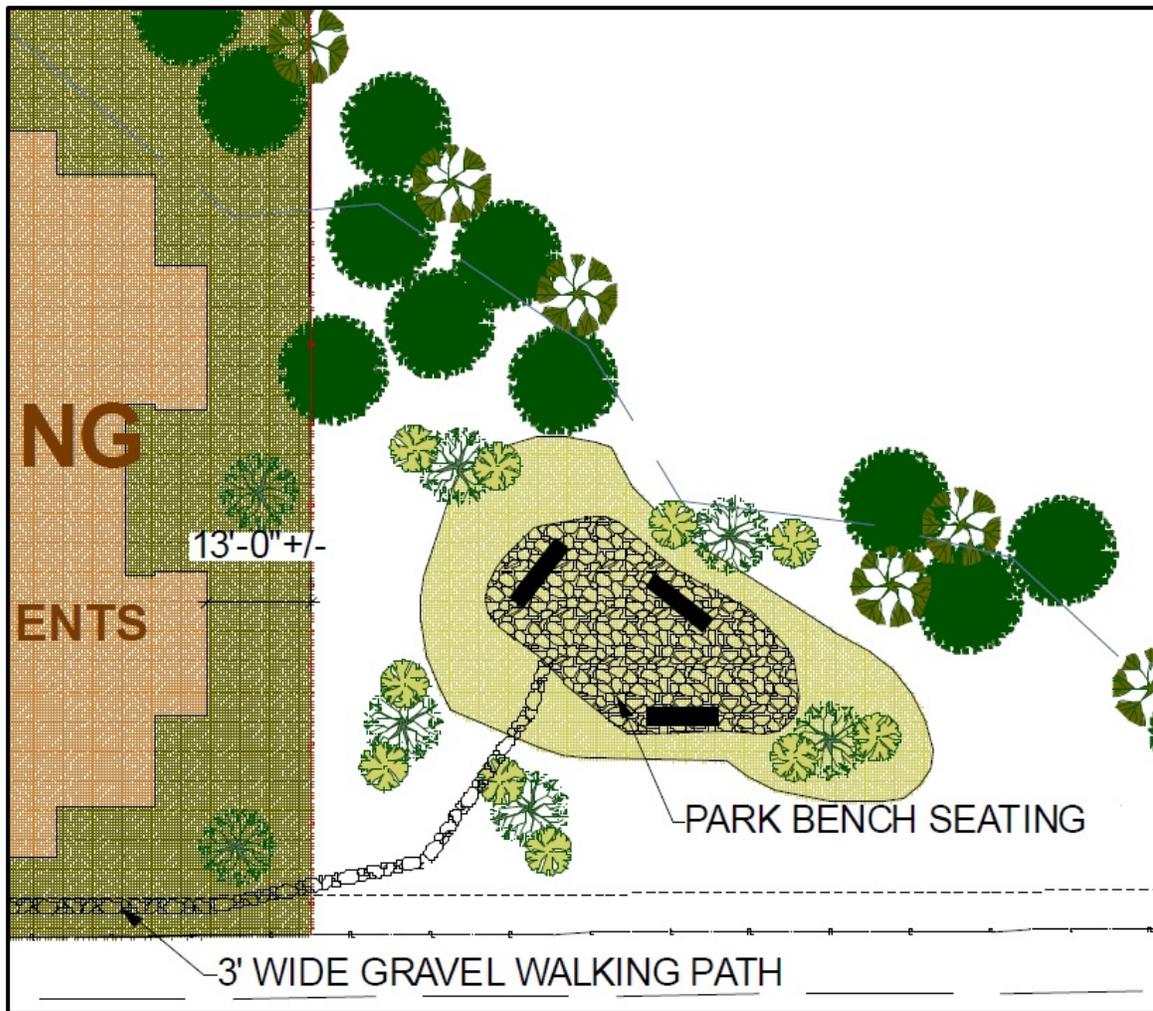
The applicant is proposing 75% open space. The applicant has indicated that the open space will consist of one large area that is situated on the north and eastern portion of the proposed PUD (see open space exhibits on pages 36-37). Below is an excerpt from the applicant's narrative in regards to the proposed open space.

We are proposing an open space area of about 4.5 acres (about 75% of the property) which far exceeds the required 10%. The open space is intended to preserve the hillside area in its natural state with a smaller area abutting the residences enhanced as a passive use area for the residents. There will be direct access to the passive use area from the parking area via a 3' gravel path extending down the south side of the property. The open space will be a permanent non-buildable easement restricted to the uses and improvements in the approved PUD. It will be owned and maintained by the HOA. In addition to a gravel path, there will be a rest station with a bench and viewing area.

OPEN SPACE – SITE PLAN MAP:



OPEN SPACE – Site Plan Zoom In



In February of 2016, the Planning Commission held a workshop to discuss and better define the intent, functionality, use, types, required improvements, and other components of open space that is part of Planned Unit Development (PUD) projects. The workshop discussion was necessary due to a number of requested PUD's and the Planning Commission being asked to approve "usable" open space within a proposed development.

Per the Planning Commission Interpretation (Workshop Item I-1-16 Open Space) the below list outlines what qualifies as Open Space.

- ≥ 15 FT wide, landscaped, improved, irrigated, maintained, accessible, usable, and include amenities
- Passive and Active Parks (including dog parks)
- Community Gardens
- Natural ok if enhanced and in addition to 10% improved
- Local trails

Evaluation: *The Planning Commission must determine, based on the information before them, whether or not the proposal provides adequate private common open space area, no less than 10% of gross land area, free of buildings, streets, driveways or parking areas. The common open space shall be accessible to all users of the development and usable for open space and recreational purposes.*

Finding #B8F: **Off-street parking (does) (does not) provide parking sufficient for users of the development.**

There was no request made to change the City's off-street parking requirements through the PUD process. The proposed townhomes homes would be required to provide two (2) off-street paved parking spaces per unit, which is consistent with code requirements for multifamily residential.

Evaluation: *The Planning Commission must determine, based on the information before them, whether or not the off-street parking provides parking sufficient for users of the development.*

Finding #B8G: **That the proposal (does) (does not) provide for an acceptable method for the perpetual maintenance of all common property.**

The applicant/owner and their design team will be required to work with the City of Coeur d'Alene legal department on all required language for the CC&Rs, Articles of Incorporation and Bylaws, and any language that will be required to be placed on the final subdivision plat in regard to maintenance of all private infrastructure.

The HOA will be responsible for continued maintenance of the private infrastructure, trails, driveways, and all open space areas that serve the residential units of this PUD.

Evaluation: *The Planning Commission must determine, based on the information before them, whether or not the proposal provides for an acceptable method for the perpetual maintenance of all common property.*

ORDINANCES & STANDARDS USED FOR EVALUATION:

2007 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2018 Coeur d'Alene Trails Master Plan

RECOMMENDATIONS FOR ITEMS TO INCLUDE ANNEXATION AGREEMENT:

1. This project will require the extension of sewer "To and Through" this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One Lateral.
2. The open space area must be platted as an easement to remain as open space in perpetuity or in a separate tract.
3. This project will need to maintain a private water service easement along southern edge of property to 1802 N 15th or provide alternate service provision if available.
4. 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.
5. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.
6. Any utility extensions outside of public right of way would require a minimum 20' public utility easement for Water, 30' if combined with public sewer.
7. Any driveway or street cannot exceed 8% grade.
8. If Public Sewer a utility easement for the public sewer shall be dedicated to the City prior to building permits.
9. An unobstructed City approved "all-weather" access shall be required over all public sewers.
10. This PUD shall be required to comply with Sewer Policy #716 requires all legally recognized parcels within the City to be assigned with a single (1) public sewer connection.
11. Public sewer shall be run to and through this project and installed to all city specifications and standards.
12. All public sewer plans require IDEQ or QLPE Approval prior to construction.
13. Forty-two feet (42') of right-of-way shall be dedicated to the City for improvements to 15th Street.

ACTION ALTERNATIVES:

Planning Commission will need to consider these two requests and make separate findings to approve, deny or deny without prejudice. The findings worksheets are attached.

Attachments: Applicant's Narrative



**APPLICANT'S
NARRATIVE**

ANNEXATION / PUD NARRATIVE
FOR
1808 N 15th Street
(revised)

PROJECT DESCRIPTION

Aspen Homes and Development LLC is requesting the annexation with a PUD of the subject parcel into the City of Coeur d'Alene. The parcel is approximately 5.9 acres, located on 1808 N 15th St, just north of the Fire Station. The parcel is currently zoned Agricultural Suburban, and the existing land use is residential, with a single-family residence located on the site. The parcel is located within the Area of City Impact.

The property abuts 15th St on the east and takes access from 15th. The north and east portion of the property is very steep; access is difficult, and the steep terrain makes development of this portion of the property infeasible. The southern and western portion relatively flat, and this is the area where development is proposed.

The proposal is to annex the property into the city and create a developable lot about 1.3 acres in size with the remaining 4.5 acres in an open space lot. The smaller lot encompasses the flatter portion of the property, with average slopes less than 5%. We are proposing multifamily development of 25 units, generally conforming to the R-17 site performance standards.

We are requesting a PUD to allow the multifamily development in an R-5 zone.

ANNEXATION

We are requesting annexation with a zoning of R-5 for the entire property. The current zoning in the county is Agricultural Suburban and the surrounding zoning is the same for the abutting property in the county and a mixture of R-17, C-17, R-12, and R-3 for the surrounding property in the City. The surrounding existing land use is also a mixture of single family, duplex, multi-family, and commercial.

COMPREHENSIVE PLAN

This request provides for the orderly and efficient expansion of the City of Coeur d'Alene that will be a benefit to the community. The property is currently within the ACI and served by city roads and emergency services. Annexation into the City would be more efficient in terms of providing public services such as police, fire, sewer, etc. and would facilitate the orderly expansion and growth management. Annexation is consistent with other relevant goals of the Comprehensive Plan as summarized below.

Natural Environment

Goal: *Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene*

Objective 1.08, Forests and Natural Habitats: *Preserve native tree cover and natural vegetative cover as the City's dominant characteristic.*

Objective 1.10, Hillside Protection: *Protect the natural and topographic character, identity, and aesthetic quality of hillsides.*

Objective 1.14, Efficiency: *Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.*

Development of his property will retain much of the natural environment through the creation of a 4.7-acre open space lot. The open space lot will remain largely preserved in its current natural state, with a portion of the lower area adjacent to the residences being enhanced for passive use by those residences.

Home Environment

Goal: *Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.*

Objective 3.05, Neighborhoods: *Protect and preserve existing neighborhoods from incompatible land uses and developments.*

The proposed project is compatible with the surrounding residential zoning and land use. It will preserve the character of the surrounding neighborhood and environment.

Special Areas- Hillside

Policy: *We will protect the natural ecology and visual beauty of all hillsides*

The proposal works in concert with the Hillside ordinance to preserve the natural beauty of the area. The area subject to the Hillside ordinance is being preserved through the open space lot.

PLANNED UNIT DEVELOPMENT

A site plan of the proposed multifamily development has been included with this submittal. It shows the various components of the multifamily development. The proposal will require deviations from the following standard.

- ❖ Allowing multifamily development in the R-5 zone, subject to the approved PUD
- ❖ Approval of the R-17 site development standards for the PUD, with the following exceptions.
 - Front yard setbacks of 10'

- Rear yard set back of 12.5' (abuts public open space)
- ❖ Parking is proposed to be a combination of garage stalls (26) and outdoor tandem stalls (39)

Access will be from 15th street with the parking area generally surrounded by the residential structures, screening it from the abutting properties. In addition, landscaping buffers are proposed along all of the frontages.

Open Space

We are proposing an open space area of about 4.5 acres (about 75% of the property) which far exceeds the required 10%. The open space is intended to preserve the hillside area in its natural state with a smaller area abutting the residences enhanced as a passive use area for the residents. There will be direct access to the passive use area from the parking area via a 3' gravel path extending down the south side of the property. The open space tract will be owned and maintained by the HOA, or a third-party conservancy. In addition to a gravel path, there will be a rest station with a bench.

Architectural Styles.

Elevations of the proposed units have been submitted and show the various aspects of the construction. The proposed construction is very similar to the units recently constructed by Aspen homes, just north of this property on 15th Street.

HILLSIDE OVERLAY

The portion of the property lying within the hillside overlay is encompassed entirely by the proposed open space lot and no development will take place on this lot. Development will occur only in the area outside of the hillside overlay zone.

CONCLUSION

Based on the evaluation outlined above, the annexation of this property as proposed is in keeping with the goals and policies of the Comprehensive plan, it would provide for orderly and efficient expansion of the City, it would preserve the character of the existing neighborhood and the natural beauty and environment of the hillside. For this reason, and those outlined above, we respectfully request approval of the annexation, subdivision, and planned unit development.

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

A-2-22

A. INTRODUCTION

This matter having come before the Planning Commission on June 14, 2022 and there being present a person requesting approval of ITEM A-2-22, a request for zoning prior to annexation from County Ag Suburban to City R-5.

APPLICANT: ASPEN HOMES AND DEVELOPMENT, LLC

LOCATION: 1808 N. 15TH STREET

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

The Planning Commission (adopts) (does not 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.
- B3. That the zoning is County Ag Suburban.
- B4. That the notice of public hearing was published on May 28, 2022 , which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 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 June 14, 2022.

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

Environment & Recreation

Goal ER 1

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

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.

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 1.5

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.

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.

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

Criteria to consider for B9:

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

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

Criteria to consider for B10:

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

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

Criteria to consider for B11:

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

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of ASPEN HOMES AND DEVELOPMENT, LLC for zoning prior to annexation, as described in the application should be **(approved) (denied) (denied without prejudice)**.

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

1. This project will require the extension of sewer "To and Through" this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One Lateral.
2. The open space area must be platted as an easement to remain as open space in perpetuity or in a separate tract.
3. This project will need to maintain a private water service easement along southern edge of property to 1802 N 15th or provide alternate service provision if available.
4. 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.
5. All water rights associated with the parcels to be annexed shall be transferred to the City at the owner's expense.
6. Any utility extensions outside of public right of way would require a minimum 20' public utility easement for Water, 30' if combined with public sewer.
7. Any driveway or street cannot exceed 8% grade.
8. If Public Sewer a utility easement for the public sewer shall be dedicated to the City prior to building permits.
9. An unobstructed City approved "all-weather" access shall be required over all public sewers.
10. This PUD shall be required to comply with Sewer Policy #716 requires all legally recognized parcels within the City to be assigned with a single (1) public sewer connection.
11. Public sewer shall be run to and through this project and installed to all city specifications and standards.
12. All public sewer plans require IDEQ or QLPE Approval prior to construction.
13. Forty-two feet (42') of right-of-way shall be dedicated to the City for improvements to 15th Street.

Mm

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

ROLL CALL:

Commissioner Fleming	Voted _____
Commissioner Ingalls	Voted _____
Commissioner Luttrupp	Voted _____
Commissioner Mandel	Voted _____
Commissioner McCracken	Voted _____
Commissioner Ward	Voted _____
Chairman Messina	Voted _____

Commissioners _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

CHAIRMAN TOM MESSINA

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

PUD-2-22

A. INTRODUCTION

This matter having come before the Planning Commission on June 14, 2022, and there being present a person requesting approval for: PUD-2-22 a request for a 25 Multifamily Units on 5.9 acres.

APPLICANT: ASPEN HOMES AND DEVELOPMENT, LLC

LOCATION: 1808 N. 15TH STREET

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

The Planning Commission (adopts) (does not 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.
- B3. That the zoning is County Ag Suburban.
- B4. That the notice of public hearing was published on, May 28, 2022, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on June 6, 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 June 14, 2022.

B8. Pursuant to Section 17.07.230, Planned Unit Development Review Criteria, a planned unit development may be approved only if the proposal conforms to the following criteria to the satisfaction of the Planning Commission:

B8A. The proposal **(is) (is not)** in conformance with the Comprehensive Plan.

This is based upon the following policies:

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.

Environment & Recreation

Goal ER 1

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

OBJECTIVE ER 1.4

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Goal ER 2

Provide diverse recreation options.

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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.

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Goal GD 2

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

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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.

B8B. The design and planning of the site **(is) (is not)** compatible with the location, setting and existing uses on adjacent properties. This is based on

- Criteria to consider for B8B:**
- | | |
|----------------------------|----------------|
| 1. Density | 6. Open space |
| 2. Architectural style | 7. Landscaping |
| 3. Layout of buildings | |
| 4. Building heights & bulk | |
| 5. Off-street parking | |

B8C The proposal **(is) (is not)** compatible with natural features of the site and adjoining properties. In the case of property located within the hillside overlay zone, does not create soil erosion, sedimentation of lower slopes, slide damage, or flooding problems; prevents surface water degradation, or severe cutting or scarring; reduces the risk of catastrophic wildfire in the wildland urban interface; and complements the visual character and nature of the city. This is based on

- Criteria to consider for B8C:**
- | | |
|----------------------|--------------------------------|
| 1. Topography | 3. Native vegetation |
| 2. Wildlife habitats | 4. Streams & other water areas |

B8D The location, design, and size of the proposal are such that the development **(will) (will not)** be adequately served by existing streets, public facilities and services. This is based on

- Criteria to consider for B8D:**
1. Is there water available to meet the minimum requirements for domestic consumption & fire flow?
 2. Can sewer service be provided to meet minimum requirements?
 3. Can the existing street system accommodate the anticipated traffic to be generated by this development?
 4. Can police and fire provide reasonable service to the

B8E The proposal **(does) (does not)** provide adequate private common open space area, as determined by the Commission, no less than 10% of gross land area, free of buildings, streets, driveways or parking areas. The common open space shall be accessible to all users of the development and usable for open space and recreational purposes. This is based on

B8F Off-street parking **(does)(does not)** provide parking sufficient for users of the development. This is based on

B8G That the proposal **(does) (does not)** provide for an acceptable method for the perpetual maintenance of all common property. This is based on

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of for approval of ASPEN HOMES AND DEVELOPMENT, LLC the planned unit development, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are:

1. This project will require the extension of sewer "To and Through" this annexation as proposed unless private sewer is approved to serve one parcel. Policy #716 states One Parcel, One Lateral.
2. The open space area must be platted as an easement to remain as open space in perpetuity or in a separate tract.
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12. All public sewer plans require IDEQ or QLPE Approval prior to construction.
13. Forty-two feet (42') of right-of-way shall be dedicated to the City for improvements to 15th Street.

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

ROLL CALL:

Commissioner Fleming	Voted _____
Commissioner Ingalls	Voted _____
Commissioner Luttrupp	Voted _____
Commissioner Mandel	Voted _____
Commissioner McCracken	Voted _____
Commissioner Ward	Voted _____

Chairman Messina Voted _____ (tie breaker)

Commissioners _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

CHAIRMAN TOM MESSINA