

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

**VISION STATEMENT**

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

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

**October 21, 2025**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Logan Zandhuisen: Heart of The City Church

**C. PLEDGE OF ALLEGIANCE**

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

**E. PRESENTATIONS:**

1. Presentation of Road Scholar Award to Daniel Sefton and Road Scholar and Road Master Awards to David Tracy

**Presented by: Chainey Rhoades, T2 Director**

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

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

**G. ANNOUNCEMENTS:**

1. City Council
2. Mayor Announcements - Appointment of Bruce Hathaway and Katherine Hoyer to the CDATV Committee, and the following Student Representatives: **Library Board:** Katherine Naomi Baker (rep) and Etta Corkill (alt); **Parks & Recreation Commission:** Mason Christopher TerDoest (rep) and Jennifer Pytlewski (alt); **Arts Commission:** Nora

Crabtree (rep) and Alysyn Amaya (alt); **Pedestrian & Bicycle Committee:** Alistair McIntire (rep) and Natalee Proszek (alt); **Urban Forestry Committee:** Gabriel Hynes (rep)

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

1. Approval of Council Minutes for October 7, 2025 and October 13, 2025 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Approval of:
  - a. Repurchase of Cemetery lots Section C, Block 41, lot 18 and Block 28, lot 40, Forest Cemetery, Section C from Brian and Jennifer Giesbrecht (\$300.00)
  - b. Transfer of Cemetery Lot 10, Section D, Block 12, Forest Cemetery; from Leah Hale, to David Hale (\$40.00).

**As Recommended by the City Clerk**

5. Approval of SS-25-10 – Kernodle Cottages – Final Plat

**As Recommended by the City Engineer**

6. Approval of **Resolution No. 25-058** -
  - a. Approving a Letter of Agreement with North Fork Land Development for sewer line replacement on Hattie Avenue.
  - b. Ratifying the purchase of Motorola radios for firefighter vehicles in the amount of \$58,164.55, and declaring Day Wireless as the only vendor reasonably available for this purchase, pursuant to Idaho Code § 67-2808(2)(a)(ii).
  - c. Approving the purchase of 6 Chevrolet Tahoes for police fleet use, pursuant to State purchasing contracts as provided for by Idaho Code § 67-2803(1), totaling \$340,771.20.

**Pursuant to the purchasing policy approved via Resolution No. 17-061**

- d. Approval of the waiver of covered load regulations from November 12, 2025, through December 5, 2025, for the annual City Leaf Pick Up program.

**As Recommended by the Streets and Engineer Superintendent**

**I. PUBLIC HEARING:**

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

1. (Quasi-judicial) Approving Amended Exhibit “E” to the Coeur Terre Development Agreement, changing the area designated as “Cluster Triplex” to “Active Adult Senior Living and Multi-Family Units,” located within the +/- 23 acre area south of Hanley Avenue and the SD#271 School Site. Requested by: Kootenai County Land Company, LLC.
  - a. **Resolution No. 25-059** – Approving Amended Exhibit “E” to the Annexation and Development Agreement with Kootenai Land Company, *et al.*

**Staff Report by: Sean Holm, Senior Planner**

**J. RECESS:** To Monday, October 27, 2025, 12:00 p.m. (noon) at the Library Community Room for a Council Workshop with ITD regarding the U.S. 95/I-90 Interchange Project.

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

# Coeur d'Alene CITY COUNCIL MEETING

*October 21, 2025*

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**MEMBERS OF THE CITY COUNCIL:**

**Woody McEvers, Mayor**

**Council Members English, Evans, Gookin, Miller, Wood, Gabriel**



# PRESENTATIONS

## ANNOUNCEMENTS

# MEMO TO COUNCIL

**DATE: OCTOBER 14, 2025**

**RE: APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES**

The following appointments are presented for your consideration for October 21, 2025, Council Meeting:

|                 |                                                                            |
|-----------------|----------------------------------------------------------------------------|
| KATHERINE HOYER | CDA TV COMMITTEE (Reappointment)<br>Representing Panhandle Health District |
| BRUCE HATHAWAY  | CDA TV COMMITTEE (Reappointment)<br>Representing Telecom Provider          |

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

Sincerely,

Jo Anne Mateski  
Executive Assistant

cc : Renata McLeod, CDA-TV Comm Liaison

## MEMO TO COUNCIL

DATE: October 14, 2025

RE: **APPOINTMENTS TO BOARDS/ COMMISSIONS/COMMITTEES**

The following Student Representative appointments are presented for your consideration for the October 21, 2025 Council Meeting:

|                                   |                                                                  |
|-----------------------------------|------------------------------------------------------------------|
| LIBRARY BOARD                     | KATHERINE NAOMI BAKER (Rep)<br>ETTA CORKILL (Alt)                |
| PARKS & RECREATION<br>COMMISSION  | MASON CHRISTOPHER TERDOEST (Rep)<br>JENNIFER PYTLEWSKI (Alt)     |
| ARTS COMMISSION                   | NORA CRABTREE (Rep) (Reappointment)<br>ALYSYN AMAYA (Alt)        |
| PEDESTRIAN & BICYCLE<br>COMMITTEE | ALISTAIR MCINTIRE (Rep) (Reappointment)<br>NATALEE PROSZEK (Alt) |
| URBAN FORESTRY COMMITTEE          | GABRIEL HYNES (Rep) (Reappointment)                              |

Copies of their data sheets are in front of your mailboxes.

Sincerely,

Jo Anne Mateski  
Executive Assistant

cc: Renata McLeod, City Clerk  
Jo Anne Mateski, Arts Commission Staff Support  
Elizabeth Westenburg, Library Board Liaison  
Melissa Brandt, Parks & Recreation Commission Staff Support  
Monte McCully, Pedestrian/Bicycle Advisory Committee Liaison/  
Interim Urban Forestry Committee Liaison

## CONSENT CALENDAR

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

October 7, 2025

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on October 7, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

**INVOCATION:** Leslie Watson of the Northern Idaho Unitarian Universalists led the invocation.

**PLEDGE OF ALLEGIANCE:** Councilmember English led the pledge of allegiance.

**PRESENTATIONS:** Councilmember Wood commented that the Proclamation on Charlie Kirk Day of Remembrance that is on the agenda has caused political debate in the community. She acknowledged the grief of those mourning for the assassination of Charlie Kirk and condemned political violence. She also reaffirmed a shared commitment to the First Amendment, recognizing the importance of free speech even when opinions differ. Councilmember Wood stressed the need for future proclamations to reflect the city's diverse beliefs and maintain neutrality. She advocated for a broader recognition of all victims of political violence, citing recent incidents across the country, and asked Pastor Paul Van Noy to include this inclusive message in an invocation to help heal and unite the community.

Mayor McEvers read the Proclamation declaring October 14, 2025 as Charlie Kirk Day of Remembrance. Stefanie Fetzer of Tradfam.org accepted the proclamation.

Pastor Paul Van Noy thanked the Council for honoring Charlie Kirk and emphasized the importance of unity in the face of political violence and division. He affirmed the value of the First Amendment and the need for respectful dialogue across differing views. In his prayer, he called on the community to come together in truth, compassion, and faith, asking for divine guidance to foster integrity, courage, and healing.

Stefanie Fetzer expressed gratitude to Mayor McEvers and Council as well as the community members for supporting the proclamation honoring Charlie Kirk. She acknowledged the sponsors

of the October 14 remembrance event and emphasized the importance of free speech, dialogue, and unity in the face of political violence. She urged the community to embrace respectful disagreement and build bridges across differences.

## **PUBLIC COMMENTS:**

Craig Paul Bunch, Coeur d'Alene, noted the revitalization of East Sherman Avenue. He referenced a June 18 editorial in the Coeur d'Alene Press highlighting the area's potential and recalled a community-driven effort some years ago under the Coeur d'Alene 2030 Initiative that brought people together for beautification projects. Mr. Bunch noted that interest in renewing those efforts remains strong among residents and local organizations but emphasized that leadership must come from the Council to move forward. He urged collaboration to improve East Sherman's appearance, especially with new hotels attracting visitors, and expressed his personal commitment to supporting the initiative.

Erin Barnard, Coeur d'Alene, expressed gratitude for the proclamation honoring Charlie Kirk, praising his legacy of Christian faith and courage in defending biblical truth. However, she voiced concern and disappointment over the mayor's decision to omit reading most of the proclamation, questioning whether political pressure influenced the change.

Casiana Azzollini, Coeur d'Alene, noted the importance of remembrance and the responsibility it carries. While she values honoring lives lost, she expressed concern that the proclamation to commemorate Charlie Kirk's birthday as a day of remembrance felt incomplete and potentially divisive. She emphasized the need to remember all victims of gun violence. She suggested a more inclusive approach, such as recognizing victims collectively and urged leaders to maintain a nonpartisan stance that reflects the values of the broader, diverse community.

Maddie Gilmore, Coeur d'Alene, voiced opposition to the decision to designate October 14th as Charlie Kirk Day. She argued that the move promotes political division and exclusivity, rather than the unity and compassion that should define the community. She suggested a more inclusive day of remembrance that honors all lives lost to gun violence.

Annika Hain, Coeur d'Alene, thanked Councilmember Wood's acknowledgment of the First Amendment and recent political tragedies. She voiced concern over the exclusivity of designating October 14th as a day of remembrance for Charlie Kirk alone. She emphasized the importance of honoring all victims of gun violence.

Joel Caradies, Coeur d'Alene, stated that the proclamation on Charlie Kirk is a good thing regardless of political viewpoints. He mentioned that he sent an email to Council regarding the traffic situation on Linden Avenue, where speeding has become a serious issue, especially with children living in the area. He shared that he received a response from Councilmember Gookin indicating that speed data collection is planned. Mr. Caradies suggested specific times for monitoring and proposed temporary speed bumps or a speed feedback sign, even mentioning the possibility of privately funded solutions. City Administrator Troy Tymesen explained that once speed data is collected, the city can work with neighborhoods to potentially install a solar-powered speed feedback sign, with funding possibly shared between the city and residents.



Mary Rosdahl, Kootenai County, stated concern over the city's decision to designate October 14th as Charlie Kirk Day of Remembrance. While acknowledging that Kirk's legacy may be meaningful to some, she argued that his public statements have included controversial remarks about marginalized communities. She noted that while everyone can agree that assassination is tragic, endorsing someone with a record of inflammatory speech through an official proclamation sends the wrong message and undermines efforts to heal and unify the community.

Teresa Souza, Coeur d'Alene, expressed strong opposition to the proclamation honoring Charlie Kirk, stating that his rhetoric does not reflect love or Christian values, but rather promotes division and bigotry. She emphasized the importance of separating church and state. She urged the Council to listen to younger voices, noting that they represent the future of the community and its electorate.

Gary Cooper, Hayden, raised concerns about a proposed trail use ordinance that could negatively impact his business offering guided tours on Segways and ADA-compliant mobility scooters. He explained that he had previously received city approval for these low-speed vehicles and invested significantly based on that guidance. However, the new ordinance appears to broadly prohibit all motorized vehicles on trails, including e-bikes, Segways, and mobility scooters, creating confusion and conflicting with state vehicle codes that classify such devices as pedestrian mobility aids. Mr. Cooper noted lack of clear definitions in the ordinance and questioned how disability would be determined for exceptions.

Mike Fuller, Coeur d'Alene, expressed agreement with earlier speakers, particularly Councilmember Wood and the high school students, on the importance of free speech and the rejection of political violence. However, he voiced concern that the proclamation honoring Charlie Kirk could be divisive for the Coeur d'Alene community, which has faced scrutiny in the past. Mr. Fuller suggested that the city could find a more unifying way to address such issues.

Randy Neal, Coeur d'Alene, stated his opposition to any rhetoric that promotes political violence or intimidation, emphasizing the ongoing presence of antisemitism and other forms of hate in the community. He commended those who actively defend human rights both locally in Kootenai County and globally. Mr. Neal affirmed the importance of constitutional freedoms such as speech, assembly, religion, and the right to bear arms.

Asa Gray, Coeur d'Alene, addressed the Council to promote early voting for the upcoming November 4th election. He announced that early voting would begin on October 20th and run through October 31st at the County Election's office on 3rd Street in Coeur d'Alene, Monday through Friday from 8 a.m. to 5 p.m. He encouraged residents to take advantage of early voting for convenience and to ease pressure on poll workers. He also noted that the County is still seeking additional poll workers and invited interested individuals to apply through the County website or Facebook page.

Ben Toews, Coeur d'Alene, addressed the Council to support the proclamation honoring Charlie Kirk, referencing House Concurrent Resolution 17, which he sponsored to denounce political violence and intimidation in Idaho. He read a portion of the Resolution, emphasizing the importance of respectful political discourse and condemning recent acts of violence in North

Idaho. Congressman Toews praised Kirk for promoting open dialogue and conservative Christian values. He expressed disappointment that the full proclamation was not read and concluded by reading the first part.

Conrad Woodall, Post Falls, thanked the Council as well as those who spoke in opposition to the proclamation, noting that Kirk himself valued open dialogue and welcomed differing views. He referenced similar proclamations from other cities, including Pasco, Washington, that honored Kirk's faith and civic engagement.

Duncan Menzies, Coeur d'Alene, shared about the Arts Commission new program, *Art Spotlight Coeur d'Alene*, which is aimed at supporting local performing arts organizations. The program's inaugural grant cycle runs from November 2025 to October 2026, with potential funding through 2027. A total of \$15,000 was allocated, with grants of \$5,000 awarded to three organizations: Lake City Playhouse, Music Conservatory of Coeur d'Alene, and Coeur d'Alene Summer Theater. Each group will use the funds for youth-focused educational programs, including after-school theater, music scholarships for low-income families, and expanded musical theater training. Mr. Menzies praised the recipients' creativity and commitment to arts education and encouraged community participation in Arts and Humanities Month, including the upcoming Coeur d'Alene Arts Awards event on October 22nd.

**ANNOUNCEMENTS:** Councilmember Gookin shared a letter from resident Barb Crumpacker advocating for changes to existing ordinances or regulations that require the removal of fallen leaves from residential and commercial landscapes, emphasizing their ecological importance as habitats for wildlife and pollinators like bees. He also acknowledged the retirement of City Arborist Nick Goodwin effective Friday, praising his contributions to Coeur d'Alene's Tree City USA status. Councilmember Gookin addressed traffic concerns on Linden Avenue mentioned during public comments, confirming that data collection is underway to assess the issue. Lastly, he clarified that Stefanie Fetzer who presented the original Charlie Kirk proclamation, had expected that it would be edited and modified during a process, as had been done in the past, which did not happen. He stated that the original proclamation was included in the packet and added that she had good intentions and her heart was in the right place.

Councilmember English shared that during the last Council meeting, where he served as Mayor Pro Tem, a key item was the approval of labor negotiation contracts. He was pleased with how the process went well but felt some Councilmembers' comments unfairly undermined the negotiation team's efforts and their good-faith work. He regrets not speaking up at the time as he was focused on keeping the meeting moving, he now wants to recognize the negotiating team's hard work and their fair approach in balancing employee and taxpayer interests.

Councilmember Gabriel shared that on Saturday, October 11, at 5:00 pm, the Veterans of Foreign Wars (VFW) is hosting their annual fundraiser to support local veterans. He invited everyone to enjoy a good spaghetti dinner at the VFW on 4th Street. He also addressed Mr. Caradies' concern on the traffic situation in Linden, expressing his intention to personally follow up on the matter. Lastly, he thanked everyone for showing up during public comments, speaking respectfully, and standing by their convictions.



Mayor McEvers explained that he was asked to issue the Proclamation of Charlie Kirk Day of Remembrance, as he is often asked to issue proclamations, and generally agrees to do so to give people a chance to express themselves. He emphasized his commitment to ensuring all sectors of the community feel they have a seat at the table, regardless of agreement. As Mayor and former Councilmember, his goal has always been to bring people together and promote unity, even during challenging times. He clarified that while he may not always succeed, he remains dedicated to doing his best in his role.

Mayor McEvers requested the reappointment of Denise Jeska, John Bruning, and Mike Fuller to the Pedestrian and Bicycle Committee.

**MOTION:** Motion by Evans, seconded by Wood to appoint Denise Jeska, John Bruning, and Mike Fuller to the Pedestrian and Bicycle Committee.

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

**CONSENT CALENDAR:**

1. Approval of Council Minutes for the September 16, 2025, Council Meeting.
2. Setting of a public hearing **October 21, 2025** - Amendment to the Coeur Terre Master Plan Exhibit E to change the 10.91-acre C-17 zoned church property from “Urban Townhomes” to “Religious Assembly” and to change the area currently designated as “Cluster Triplex” to “Active Adult Senior Living and Multi-Family Units,” located at Coeur Terre Boulevard and Hanley Avenue, in Section 4, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho. Requested by: The Church of Jesus Christ of Latter-day Saints (Full Circle Tracts, Lot 2, Block 1) and Kootenai County Land Company, LLC. (A portion of Full Circle Tracts, Lot 1, Block 1); owned by LREV 28, LLC, and LREV 30, LLC.
3. Approval of Bills as Submitted.
4. **Resolution No. 25-054** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING AN EASEMENT FOR A MULTIUSE PATH AT 3700 SELTICE WAY; APPROVING AWARD OF ART FUND GRANTS TO THE LAKE CITY PLAYHOUSE, COEUR D'ALENE SUMMER THEATER, AND THE MUSIC CONSERVATORY IN THE AMOUNT OF FIVE THOUSAND DOLLARS EACH; AND APPROVING THE PURCHASE OF A 2025 CATERPILLAR MINI-EXCAVATOR FOR THE DRAINAGE UTILITY IN THE AMOUNT OF ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED TWENTY-SEVEN AND 10/100 DOLLARS.

**MOTION:** Motion by Evans, seconded by Gabriel to approve the Consent Calendar as presented, including **Resolution No. 25-054**.

**DISCUSSION:** Councilmember Gookin thanked Mr. Menzies for sharing information during the public comment period about the Art Spotlight CDA program. He mentioned his recent visit to Lake City Playhouse, where Brooke Wood shared their exciting plans for the future. He also praised the Arts Commission for expanding its support to performing arts.

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

### **RESOLUTION NO. 25-055**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AGREEMENTS FOR CDBG GRANT FUNDS WITH THE LAKE CITY CENTER, COEUR D'ALENE SCHOOL DISTRICT 271, AND HERITAGE PLACE APARTMENTS, LLC, (ORCHARD RIDGE SENIOR LIVING), USING GRANTS IN THE CDBG PLAN YEAR 2025 AND PRIOR PLAN YEAR REMAINING FUNDS.

**STAFF REPORT:** Community Development Block Grant (CDBG) Specialist Sherrie Badertscher noted that the City of Coeur d'Alene received a Plan Year (PY) 2025 CDBG allocation of \$290,998 through the U.S. Housing and Urban Development (HUD), with \$76,099 budgeted for the Community Opportunity Grant (COG) program. An additional \$51,973 in prior year funds are identified for reprogramming toward PY 2025 activities. She noted that public service grants are capped at 15% of the annual allocation. Advertisements of the request proposals were published twice in Coeur d'Alene Press and an educational workshop on CDBG eligible activities was held. The City's consolidated planning goals for 2023–2027 include maintaining and increasing housing stock, supporting public facility and infrastructure projects, expanding public services, assisting with homelessness, and promoting economic development. As part of the annual action plan process, a community survey was conducted to prioritize these goals. Survey results ranked public facilities and infrastructure first, followed by public services, affordable housing, economic development, and homelessness assistance. Respondents also strongly supported the competitive nature of the COG program. For the 2025 budget, \$10,000 was reallocated to increase the Meals on Wheels grant to \$20,000, reducing the emergency home repair program to \$136,700. The city has approximately \$128,000 available for COG awards and \$58,199 allocated for program administration. The Volunteer Ad Hoc Grant Review Committee met and recommended funding three projects: \$100,000 to Heritage Place Apartments to replace 156 electrical panels, \$20,020 to Coeur d'Alene School District 271 for homeless family support, and \$20,000 to Lake City Center for the non-competitive "Meals on Wheels" program. If remaining funds are available after completion of a 2024 project, a grant to St. Vincent de Paul for emergency shelter rehab may be considered.

**MOTION:** Motion by Gookin, seconded by English, to approve **Resolution No. 25-055**, approving Community Development Block Grant (CDBG) agreements with Heritage Place Apartments, LLC., in the amount of \$100,000.00; Coeur d'Alene School District 271 in the amount of \$20,020.00; and Lake City Center in the amount of \$20,000.00, using Plan Year 2025 funds and reallocation of Plan Year 2020, 2021, 2022, & 2024 Funds.

**DISCUSSION:** Councilmember Gabriel thanked Ms. Badertscher for the hard work involved and her continued dedication in managing the CDBG program, especially the outreach efforts to encourage applications. He acknowledged the positive impact of the funded projects, noting that while the grant amounts may be modest, they make a meaningful difference in the community.



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

#### **RESOLUTION NO. 25-056**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE ADOPTION OF AFFORDABLE RENTS STANDARDS, DEFINED AS NO MORE THAN THIRTY PERCENT (30%) OF GROSS MONTHLY INCOME SPENT ON HOUSING, INCLUDING TENANT PAID UTILITIES, WITHIN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

**STAFF REPORT:** Ms. Badertscher explained that the City manages the annual Community Opportunity Grant (COG) using funds from HUD's CDBG program, which must meet specific national objectives. This year, with a new HUD representative, the City was advised to adopt affordable rent standards as a best practice, especially since one of the grant recipients, Heritage Place Apartments, LLC, will use funds to improve HUD-subsidized senior rental housing. To comply, the City must ensure rents remain affordable, defined as no more than 30% of a household's income, including utilities, for at least five years. Council approval is recommended to adopt this standard, which will allow to enter into COG agreements for rental housing improvements.

**MOTION:** Motion by Gabriel, seconded by Miller, to approve **Resolution No. 25-056**, Affordable Rents Standards for CDBG Assisted Real Property.

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

#### **COUNCIL BILL NO. 25-1019**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER, 4.40: TRAILS, BICYCLE PATHS, PEDESTRIAN PATHS, AND MULTI-USE PATHS, TO THE COEUR D'ALENE MUNICIPAL CODE; REPEALING SECTIONS 10.40.010(A) AND 10.40.050 OF THE COEUR D'ALENE MUNICIPAL CODE; AMENDING SECTION 10.40.030 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

**STAFF REPORT:** City Attorney Randy Adams presented a new chapter of the Coeur d'Alene Municipal Code, Chapter 4.40, focused on trails, bicycle paths, pedestrian paths, and multi-use paths, along with related code amendments. The ordinance consolidates and updates existing regulations, including definitions for electric vehicles such as e-bikes and electric motorcycles, and clarifies usage rules on city trails. Mr. Adams provided a detailed history of the city's efforts to regulate electric vehicles on trails, beginning in 2017 when public concerns were first raised. In 2019, Idaho legislation allowed e-bikes on state trails and gave cities authority to regulate them locally. Over the years, city staff reviewed regulations from other municipalities, responded to business inquiries, and addressed public concerns about speed and safety. There were discussions

in 2023 and 2024, with Councilmembers Gookin and English raising issues about e-scooters, speed limits, and trail usage. The Pedestrian and Bicycle (PedBike) Committee reviewed the matter and recommended updating city ordinances to align with state law and establish clearer rules. The proposed ordinance amendments were developed with input from various stakeholders, including city staff, law enforcement, community members, and the North Idaho Centennial Trail Foundation. After multiple drafts and committee reviews, the amendments were approved by both the PedBike Committee and the Parks and Recreation Commission. Mr. Adams explained that, following input from Police Chief Lee White, a definition for electric motorcycles was added to the proposed ordinance to clarify vehicle types allowed on trails. The ordinance updates include repealing outdated sections of the municipal code related to motor vehicles on trails and consolidating all relevant regulations into a new Chapter 4.40. This chapter defines various electric and non-motorized vehicles, sets a 15-mph speed limit on trails and paths, and outlines “rules of the road” to improve safety for all users. It also clarifies that electric vehicles are permitted on trails, while motor vehicles and certain types like electric motorcycles and golf carts are prohibited. Violations of the code range from civil citations to misdemeanors, depending on severity and recurrence, with an appeal process in place for civil offenses.

**DISCUSSION:** Councilmember English expressed support for the proposed trail regulations, noting that as a regular trail user, the clarified definitions and rules are helpful. He emphasized that the 15-mph speed limit should apply to all types of bikes, including traditional pedal bikes, which he finds more concerning due to their speed, especially during triathlon season. While enforcement may be challenging, he appreciated the effort to establish clear guidelines for safer trail use.

Councilmember Wood raised concerns about how the proposed ordinance would affect disabled veterans using electric three-wheelers on trails, asking if those vehicles fall under the new definition of electric motorcycles. Mr. Adams confirmed that the definition includes electric-powered vehicles with two or three wheels, which would likely cover those cases. Councilmember Wood also emphasized the importance of public education over enforcement, noting that while the ordinance addresses valid safety concerns, enforcement resources are limited. Additionally, she suggested exploring the idea of designated lanes for different types of trail users to improve safety and clarity. Trails Coordinator Monte McCully explained that while there hasn’t been discussion about fully separating bikes and pedestrians, the Centennial Trail Foundation is working on striping center lanes in busier areas to help guide traffic flow. He noted that some trails, like those in Atlas Park and McEuen Park, already have designated pedestrian and bike paths, though users often don’t distinguish between them. The proposed ordinance is designed to address current and future trail needs. Mr. McCully also clarified that city and emergency response vehicles, as well as permitted users, are exempt from the restrictions, ensuring that legitimate trail use won’t be impacted.

Councilmember Evans thanked Mr. McCully and the Ped Bike Committee for their extensive work and collaboration to improve trail safety. She also acknowledged Chief White and Councilmember Wood for their contributions in strengthening the ordinance. She emphasized the significant effort put in by both city staff and volunteers to bring the proposed updates forward and expressed her appreciation for their dedication.

Councilmember Gookin stressed that speed is the main issue on trails, regardless of the type of vehicle. He expressed a preference for fewer regulations and questioned whether the detailed definitions in the ordinance might unintentionally restrict popular electric bikes. Mr. Adams clarified that e-bikes are allowed on trails as long as they comply with the 15-mph speed limit. Councilmember Gookin also raised concerns about enforcement and whether passing the ordinance without the ability to enforce it would lead to public frustration. Mr. Adams acknowledged enforcement challenges but stressed that having clear rules can still positively influence behavior through education and public awareness. Councilmember Gookin asked why a particular business needs a permit, and Mr. Adams explains that it was likely due to the commercial use of public property. Mr. McCully added that the Centennial Trail Foundation had previously disallowed Segways, even though this wasn't codified in law, and the permit was issued because the business involved Segways, which the Foundation opposed. Mr. Adams clarified that Segways are not specifically mentioned in either the old or new code, but they fall under the state's definition of electric personal assistive mobility devices, which are permitted on trails.

Chief White acknowledged the challenges of enforcing the proposed trail ordinance, particularly the 15-mph speed limit, which is frequently exceeded by cyclists training or exercising. He clarified that law enforcement won't be conducting speed enforcement with radar or LiDAR devices due to cost and practicality. However, he noted that other aspects of the ordinance, such as prohibiting e-motorcycles on trails, would be easier to enforce and could be addressed through education.

Mr. McCully explained that e-motorcycles which are vehicles without pedals or with pedals added just for appearance, are not considered e-bikes and are not allowed on trails due to their high speed and lack of control. These vehicles often exceed 750cc and can be dangerous, easily surpassing the 15-mph trail speed limit. He emphasized the importance of education around trail use and speed, noting that while enforcement may be limited, raising awareness is key to preventing future restrictions.

Councilmember Wood suggested that Mr. McCully bring up the idea of dividing wider trail sections into separate lanes for bicycles and pedestrians to improve safety. Mr. McCully responded that while this idea could be explored, the city also has plans for a commuter trail segment that remains incomplete due to a lost grant. He explained that commuter trails in other cities often have higher speed limits and straighter paths, designed more for transportation than recreation.

Mayor McEvers asked whether a fast-moving single-wheeled electric device, like a one-wheel bike, falls under the trail regulations, or if the rules only apply to two-wheeled vehicles. Mr. McCully explained that the Trail Foundation and city officials agreed not to prohibit such devices, as long as they stay under the speed limit, since they are less common. He noted that if a non-motorized version of a device, like a skateboard or scooter, is allowed, then its motorized counterpart would generally be permitted too. Mr. Adams added that electric-powered single-wheel devices would be classified as electric vehicles, and clarified that the ordinance only applies to trails, not to bike lanes on streets, where state road rules govern speed and usage, such as for Ironman training.



**MOTION:** Motion by Evans, seconded by Gookin, to dispense with the rule and read **Council Bill No. 25-1019** once by title only.

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

**MOTION:** Motion by Evans, seconded by Miller, to adopt **Council Bill 25-1019**.

**ROLL CALL:** Wood Aye; Evans Aye; Miller Aye; Gabriel Aye; Gookin No; English Aye.  
**Motion carried.**

**EXECUTIVE SESSION: MOTION:** Motion by Gookin, seconded by Wood to enter into Executive Session Pursuant to Idaho Code § 74-206(1)(f), to communicate with legal counsel for the City to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

The Council entered into Executive Session at 7:52 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney.

Council exited Executive Session at 8:08 p.m.

#### **RESOLUTION NO. 25-057**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE COEUR D'ALENE TRIBE WATER RIGHTS SETTLEMENT AGREEMENT TO FULLY AND FINALLY RESOLVE ANY AND ALL FEDERAL RESERVED WATER RIGHTS CLAIMS BY THE COEUR D'ALENE TRIBE IN THE COEUR D'ALENE-SPOKANE RIVER BASIN IN IDAHO.

**MOTION:** Motion by Gookin, seconded by Wood, to approve **Resolution No. 25-057**, Approving the Coeur d'Alene Tribe Water Rights Settlement Agreement which fully and finally resolves all federal reserved water right claims of the Coeur d'Alene Tribe in the Coeur d'Alene Spokane River Basin in Idaho.

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

**RECESS:** Motion by Gookin, seconded by Wood to recess to Monday, October 13, 2025, 12:00 p.m. at the Library Community Room for a Council Workshop on employee retirement incentives and commercial wastewater rates. **Motion carried.**

The meeting ended at 8:11p.m.

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Woody McEvers, Mayor

ATTEST:

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Jo Anne Mateski  
Executive Assistant

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

October 13, 2025

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council at the Coeur d'Alene City Library Community Room on October 13, 2025, at 12:00 p.m., there being present the following members:

Woody McEvers, Mayor

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

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

Mayor McEvers noted that the purpose of the workshop was to provide an opportunity for Council to discuss retirement incentives and commercial wastewater rates, as requested by Council.

**RETIREMENT INCENTIVE FINANCIAL ANALYSIS:** Finance Director Katie Ebner presented a financial analysis regarding a potential retirement incentive program. Her presentation covered the rationale for considering such an incentive, including budget savings and strategies to reduce the city's current \$1.8 million deficit. She explained that retiring employees can be replaced by entry level salaried staff, creating long-term savings, and that some positions could remain vacant temporarily for one-time savings. Ms. Ebner also reviewed the city's history with retirement incentives, noting their usefulness in avoiding layoffs and enabling departmental reorganizations. She detailed the methodology used in the analysis, which involved identifying 30 employees eligible or nearing eligibility for retirement under PERSI, across various departments and roles. While acknowledging the complexity and variability of individual cases, she noted that the model aimed to provide a realistic sample for evaluating potential financial impacts.

Councilmember Gookin asked for clarification on what constitutes full PERSI retirement. Ms. Ebner explained that for non-public safety employees, it follows the "Rule of 90" (age plus years of service equals 90), while for public safety employees, it's the "Rule of 80." Human Resources Director Melissa Tosi added that general employees must also be at least age 55 to collect benefits, and public safety employees must be at least 50. Councilmember Gookin asked about the number of directors included in the model, to which Ms. Ebner responded that 7 Directors were included out of a total of 12. She added that while some employees have declared intent to retire, others were included based on assumptions and potential interest. She also outlined key assumptions affecting the financial model, such as how long positions might remain vacant, whether replacements would be lateral or entry-level hires, and the impact of overtime costs especially in



departments like fire, where constant staffing is required. Councilmember Wood noted the Fire Department's limited ability to participate in retirement buyouts due to constant staffing needs but suggested that a one-time amendment negotiated with the union could make it feasible.

Ms. Ebner discussed key assumptions in the financial model, including the potential for training overlap between retirees and new hires, which she noted can be highly beneficial for preserving institutional knowledge. She also explained how promotions within departments, such as a Police Lieutenant retiring and triggering a series of promotions, can lead to additional budget savings. Councilmember Wood shared an example from the Police Department, where a Lieutenant position remained vacant for several months after a previous incentive program, resulting in significant savings. Ms. Ebner noted that managerial decisions on how long positions remain vacant could greatly influence the overall savings. Mayor McEvers asked whether employees must be paid when temporarily performing duties of a higher-level job. Ms. Tosi confirmed that if an employee performs the full scope of a job classification for more than 30 days, they must be compensated accordingly. She added that the pay rule applies to individuals doing the full job, but departments can distribute duties among staff and use assignment pay for partial responsibilities.

Ms. Ebner explained how retirement incentives were calculated in the past, using a formula of 1% of an employee's current annual salary multiplied by their years of service. She gave an example involving a long-tenured employee, noting that the calculation includes wages, PERSI, and FICA, but excludes other benefits due to their variable nature. She highlighted that hiring a new employee at the lower end of the pay scale could result in ongoing savings, estimated at \$32,108 annually, and additional one-time savings if the position remains vacant, such as \$21,064 for two months. Ms. Ebner noted that some departments like police may be able to leave roles open longer than two months due to seasonal activity changes.

Councilmember English asked about the retirement incentive shown in the model, wondering if it would be a one-time taxable bonus and whether it might push retirees into a higher tax bracket. Ms. Ebner clarified that the amount represents the city's total cost, including PERSI and FICA, and not the employee's gross pay. While the bonus could be taxed more heavily depending on annual earnings, it wouldn't necessarily affect other wages due to graduated tax rates. She then outlined how various assumptions such as lateral hires, promotions, vacancy durations, overtime, and training overlap impact savings. For police, she estimated lateral hires would occur about 50% of the time and assumed four-month vacancies without overtime costs. For fire, lateral hires were estimated at 25%, but contractual obligations and training timelines limit vacancy savings and increase overtime costs. Councilmember Wood suggested that the administration should consider discussing with the firefighters' union to allow flexibility in staffing requirements, potentially enabling some to take advantage of retirement incentives. Councilmember Gabriel responded that while discussions could happen, the current contract requires positions to be filled to maintain staffing levels and leaving them vacant would still incur costs due to constant staffing needs. He argued that filling positions sooner would likely save more money. Ms. Tosi added that the fire contract includes specific staffing requirements per station and engine, meaning even short-term vacancies could disrupt minimum staffing levels, especially when factoring in vacation and sick leave. Ms. Ebner discussed the financial modeling for director-level retirements, noting that lateral hires are likely for higher-level management roles, especially when recruiting externally due to regional economic factors. However, internal promotions could occur in some cases, offering



potential savings. She estimated that three out of seven director retirements in the model could result in promotions and that training overlap would be beneficial in those same cases. She also noted that some departments are already understaffed, making it difficult to leave positions vacant for long, though she modeled vacancy durations from 0 to 4 months. She mentioned the risks of burnout and turnover from understaffing. For exempt staff, Ms. Ebner estimated lateral hires would occur 50% of the time, with two-month vacancies and training overlap also modeled at 50%. Promotions were not included in this category. For hourly employees, lateral hires and promotions were not factored in, and she assumed two-month vacancies without overtime or training overlap costs.

On projected savings, Ms. Ebner estimated \$1.4 million in ongoing savings for FY26, based on partial-year calculations and assumptions applied to the 30 identified employees. Councilmember Evans asked whether the incentive cost model represented the highest possible expense. Ms. Ebner confirmed it was based on the 1% salary-times-years formula and noted that a flat \$25,000 per retiree model resulted in even higher costs, emphasizing the need to find a balanced amount that would effectively encourage early retirement.

Ms. Ebner summarized the financial impact of the retirement incentive program, stating that for FY26, the net cost would be approximately \$87,822, based on partial-year ongoing costs and various assumptions. She emphasized the need to amend the FY26 budget by \$1.164 million to account for leave payouts, which are inevitable regardless of the incentive.

Councilmember Wood asked if the model accounted for the “trickle-down” effect of promotions and wage differences. Ms. Ebner confirmed that the model included such assumptions and acknowledged the complexity of calculating savings due to variables like assignment pay and vacancy durations. She noted that while her estimates aren't perfect, they are informed by past data and departmental input. Police Chief Lee White added that even immediate replacements following retirement could result in over \$60,000 in annual savings, with longer vacancies increasing that amount. Ms. Ebner stated that her calculations were close to those shared by the chief, and she could adjust the model to reflect longer vacancies in higher-ranking positions if needed.

Councilmember Wood asked about past practices, recalling that positions were left open during previous incentive programs to generate savings. City Administrator Troy Tymesen explained that in the past, the City Administrator worked closely with department heads to make strategic staffing decisions, factoring in seasonality and readiness for promotion. Mayor McEvers asked whether vacant positions still result in someone doing the work and being paid. Chief White clarified that if one person takes on all duties of a vacant role, they must be compensated at a higher rate per contract, but if duties are split among several employees, extra pay may not be required. Mr. Tymesen noted that the city continually evaluates positions that may not need to be refilled. Councilmember Gabriel recalled that in past programs, departments submitted proposals showing the financial impact of staffing changes, and despite the effort involved, the city saved \$100,000 in the first year. Ms. Tosi added that the most significant savings came from eliminating positions entirely, such as merging two Parks and Recreation Director roles into one during a previous incentive year. Councilmember English emphasized that lateral transfers and new hires bring valuable experience, making their higher costs worthwhile over time. He also expressed concern

about the hiring timeline, suggesting that waiting too long to fill positions could create staffing gaps. Additionally, he challenged assumptions about further consolidation, noting that the city has already streamlined extensively.

Ms. Ebner provided an explanation of the financial model related to retirement incentives, clarifying that the current approach includes incentives for all identified staff, unlike past models based solely on savings. She emphasized that while the projected \$1 million in ongoing savings for FY27 is promising, much of it is already naturally accounted for through attrition in the budget process. Ms. Ebner cautioned against double-counting these savings, noting that retirement incentives could reduce the funds typically used for merit increases and cost adjustments. She also expressed that many small departments cannot hold the types of positions identified and stressed the importance of preserving institutional knowledge through training overlaps. Lastly, she recommended a natural and staggered turnover of retirees is preferred in the current state of the city's staffing and recruiting abilities.

**DISCUSSION:** Councilmember Gabriel clarified that he did not intend to exclude any department from retirement incentive considerations, emphasizing that similar approaches have worked in the past and could again yield both financial and operational benefits. He stressed the importance of departments being able to forecast retirements to better manage service delivery and costs. Ms. Ebner stated concern about the financial impact of overlapping staffing during transitions, particularly in departments like the fire service, where savings may not materialize due to simultaneous employment of outgoing and incoming staff.

Councilmember Wood noted that in the last budget workshop, the city's ongoing budget deficit is projected through 2029, and she commented that relying solely on foregone revenue is not sustainable. She emphasized the need to find alternative solutions to balance the budget without compromising city services. She stated that the City Administrator can work with the department heads to help right-size the budget and explore more effective cost-saving measures.

Councilmember Gookin expressed a preference for receiving data without opinions, emphasizing that decisions should be based on objective information. He pointed out that the financial projections were built around a single variable, an incentive of 1% of annual salary, and questioned whether other scenarios had been considered. Ms. Ebner clarified that the 1% figure was based on past council-approved incentives and that she had also modeled a flat \$25,000 per employee, which resulted in higher costs. Ms. Tosi confirmed that the 1% was previously approved by Council, and Ms. Ebner clarified that the retirement incentive model is not fixed and can be adjusted based on various assumptions and variables. She explained that the data presented was generalized to avoid revealing potentially identifiable employee information. Councilmember Gabriel acknowledged that the 1% incentive model was simply a starting point and could be adjusted as needed. Councilmember Evans thanked Ms. Ebner for clarifying that multiple calculation methods were considered and requested to hear from the City Administrator on the potential impacts of these decisions. Mr. Tymesen explained that the retirement incentive is a useful tool, though its impact is limited compared to past years due to fewer eligible positions and the likelihood that not all will participate. He noted that in previous efforts, the city aimed for at least \$20,000 in annual savings per participant and emphasized the importance of setting clear parameters for evaluating potential savings. While some departments, like fire, may offer opportunities, the overall savings are less

compelling if positions must be backfilled. He also said that staffing gaps in the Legal Department have led to unintended savings but stressed that such situations aren't ideal or sustainable. He acknowledged the complexity of the issue and the many variables involved. He added that the proposal wasn't presented earlier because it didn't guarantee significant savings.

Councilmember Wood expressed appreciation for the thoughtful discussion and emphasized the importance of aligning retirement incentive planning with broader budget strategies, especially given the city's continued reliance on foregone revenue. She suggested that with thorough analysis of all variables, there may be an opportunity to avoid taking foregone in the future. She proposed authorizing the City Administrator to work with department heads to implement retirement incentives, focusing on positions that could be held open for up to four months to generate savings for the city.

**FIRST MOTION:** Motion by Wood, seconded by Gookin, to authorize the City Administrator to move forward on the retirement cost savings plan, with some positions hold up to four months.

**DISCUSSION:** Councilmember Gabriel raised concern about limiting the retirement incentive policy by specifying a maximum of four months to hold a position open, suggesting that more flexibility could lead to greater savings. Councilmember Wood noted the importance of giving the City Administrator discretion while avoiding negative impacts on departments. Councilmember Gookin stated that the County just adopted a new policy that says if a position is vacant for four months, it's out of the budget. Mr. Tymesen shared concerns about the County's new policy that removes vacant positions from the budget after four months, noting that such a rule could negatively impact departments struggling to fill roles, like the Legal Department. He expressed hope that the retirement incentive would result in meaningful annual savings, ideally around \$20,000 per participant, based on past benchmarks. However, he acknowledged that savings would vary depending on whether positions are backfilled or reorganized, especially in departments like fire where constant staffing complicates cost reductions. The incentive should be substantial enough to encourage participation, but cautioned against flattening the formula, which could feel unfair to long-tenured employees. He concluded that the incentive should serve as encouragement to retire earlier.

Councilmember Gookin asked whether the retirement incentive amount, previously set at 1%, had to remain consistent or could be adjusted if the City Administrator had the flexibility to do so. Mr. Tymesen confirmed that the figure is not fixed and could be modified. Mr. Tymesen discussed the potential impact of lowering the incentive, agreeing that reducing it might make it less appealing to employees. He also noted that a flat \$25,000 incentive turned out to be more costly than the 1% model, highlighting the complexity of choosing the most effective and financially viable approach.

Councilmember English suggested adding flexibility to the motion by allowing the four-month vacancy period to be extended with a majority vote from the Council. Councilmember Wood agreed and proposed including minimum savings of \$25,000. City Attorney Randy Adams raised a concern about the potential exposure of employee-specific data during Council discussions.



**AMENDED MOTION:** Motion by Wood, seconded by Gookin, to authorize the City Administrator to move forward on the retirement incentive cost savings plan, with some positions hold up to four months, with a savings of at least \$25,000.

**DISCUSSION:** Councilmember Gookin asked about the potential for reorganization to save money, and Mr. Tymesen explained that while significant cost savings may not be achievable in the Fire Department, the city is working on a proposal involving several changes, in coordination with the union, to ensure mutual agreement. He mentioned the recent vacancy in the Urban Forester position and suggested that the role might be restructured or retitled, with its responsibilities reassigned, rather than filled as-is. However, he noted that across the city, there are few positions that could be fully eliminated, making large-scale savings through reorganization unlikely.

Councilmember Wood clarified that the \$25,000 savings should apply as a one-time benefit for the next budget year, rather than requiring multi-year savings, to avoid discouraging participation. Ms. Tosi noted that previous incentives used a two-year savings model.

Ms. Ebner sought clarification on whether the goal of holding positions vacant was simply to offset the cost of the retirement incentive or to achieve an additional \$25,000 in savings from the difference between the retiree's salary and the new hires. Councilmember Wood suggested the City Administrator could evaluate those scenarios. Ms. Tosi clarified that the previous incentive aimed at a minimum of \$20,000 in savings over two years. Councilmember Wood reiterated her preference for a one-year savings model. Mr. Tymesen proposed that the \$25,000 savings could include both lower wages from new hires and the months the position remains vacant, noting that this could put pressure on departments. He further clarified that the \$25,000 could come from either vacancy duration or wage differences. Ms. Tosi recalled that the previous program required retirement by year-end and was approved by Council after an intent to separate was submitted, suggesting a similar process could be followed again.

Councilmember Evans expressed concern that the current motion might be too prescriptive, suggesting it should be broadened to give staff more flexibility to explore options and return to Council with refined recommendations after consulting with departments. Councilmember Wood withdrew her motion and proposed that the updated retirement incentive guidelines be brought to the next council meeting.

**Motion withdrawn.**

**WASTEWATER COMMERCIAL RATES:** Wastewater Director Mike Anderson gave a presentation to the Council to clarify how the city's wastewater department handles commercial billing. He explained that billing is based on water usage because wastewater cannot be measured directly at individual properties. The department first determines the cost of treatment, including personnel, power, and chemicals, and then categorizes customers into classes such residential or commercial high/low, to assign appropriate rate policies. Residential customers are charged a flat monthly rate due to consistent usage patterns, while commercial customers are billed based on actual water usage, which varies widely depending on the type of business. Mr. Anderson addressed the issue of irrigation and its impact on wastewater billing, explaining that residential



properties are billed based on winter water usage, which excludes irrigation. This method assumes that winter usage reflects actual wastewater generation, as summer water use increases significantly due to irrigation. For commercial properties, which are billed based on actual water usage, this can lead to inflated wastewater charges if irrigation water is not separated. To address this, the city recommends installing a dedicated irrigation meter, which ensures that water used for landscaping is not included in wastewater billing. Mr. Anderson illustrated this with examples of two similar commercial businesses, one with an irrigation meter and one without, highlighting the billing differences. He noted that while irrigation meters are now required for new installations, they were previously optional, leading to discrepancies in billing. Installing irrigation meter involves a cap fee and installation costs.

Councilmember Gookin inquired about a possible limit on the number of meters allowed in the city. Water Director Kyle Marine explained that the city's water and wastewater systems are designed based on Equivalent Residential Units (ERUs), which represent the amount of service capacity available. The city can only provide service up to its system's capacity, regardless of actual usage, because it must reserve enough supply for all customers. Councilmember Gookin asked whether installing irrigation meters for every commercial property would exceed the system's ERU limits. Mr. Marine noted that it's possible but would require calculations to confirm. Mayor McEvers asked if splitting water into domestic and irrigation meters doesn't increase total water usage but helps track and manage it more effectively. Mr. Marine stated that separating irrigation use supports water conservation and cost recovery, as the city invests heavily in infrastructure, such as wells and reservoirs specifically for irrigation. These costs are partially covered by cap fees paid when new services are added, which help reimburse the city for its infrastructure investments.

Mr. Anderson provided historical context on how the city previously handled wastewater billing for commercial properties. In the past, a method called "summer sewer" was used, where winter water usage was billed year-round, assuming it reflected wastewater generation. However, this approach became inaccurate as the city evolved into a tourist destination, with significantly higher wastewater output in summer. Another outdated method involved private deduct meters owned by property owners, who reported irrigation usage to the city for billing adjustments. This system lacked oversight and was difficult to manage. To improve accuracy and control, the city transitioned to using city-issued irrigation meters, which clearly separate irrigation from domestic water use. Mr. Anderson illustrated the importance of this change with examples showing how similar water usage patterns can be misleading without an irrigation meter, emphasizing the complexity and variability of commercial properties compared to residential ones.

Councilmember Wood raised concerns about unexpectedly high wastewater bills for commercial properties. Mr. Anderson explained that while the rate itself, currently around \$6.80 per thousand gallons, is among the lowest regionally, the issue stems from irrigation water being included in wastewater billing when properties lack separate irrigation meters. He noted that it's unfair to charge wastewater rates on water used for irrigation and reiterated the importance of installing irrigation meters to separate domestic and irrigation use. Councilmember Gookin asked for the justification for higher summer bills, noting that the wastewater plant's flow remains relatively flat year-round. Mr. Anderson responded that without an irrigation meter, the city has no way to

distinguish irrigation from wastewater, making accurate billing impossible. He acknowledged that improvements are needed to ensure fairness while maintaining funding for the system.

Councilmember Gookin stated the need for a logical and fair approach that maintains funding without burdening customers. Mr. Anderson stressed that the city's goal is cost-appropriate billing based on actual wastewater treatment costs, and that those without irrigation meters may inadvertently subsidize others. He reiterated that irrigation meters are now required and are the best solution to ensure accurate billing and prevent inflated charges for non-wastewater usage.

Mr. Tymesen stated that it is a business decision for commercial property owners. He explained that if a property has turf and requires irrigation, owners should consider the return on investment of installing an irrigation meter to avoid being charged wastewater rates on irrigation water. He noted that the city's current system, which uses radio-read meters, is designed for efficiency and sustainability, and that older methods like private deduct meters were problematic and have been phased out. His recommendation was for businesses to assess their landscaping needs and either invest in irrigation meters or consider alternatives like xeriscaping to reduce costs and avoid unnecessary wastewater charges.

Councilmember Wood asked about the cost of installing an irrigation meter, and Mr. Marine responded that the cap fee for a new three-quarter-inch service is approximately \$4,200, with expected increases in the coming years. Mayor McEvers pointed out that this investment supports long-term water availability and infrastructure. Mr. Marine stated that the funds help sustain future water needs.

Mr. Anderson explained how the decision to install an irrigation meter is ultimately a business choice for commercial property owners, depending on factors like property size and landscaping needs. Smaller businesses may not find the investment worthwhile, while larger ones could benefit significantly. He noted that the next rate study is scheduled for 2028, with review beginning in 2027, though changes could be made earlier if necessary. He added that rates are set in five-year cycles for consistency.

**DISCUSSION:** Councilmember Gookin asked about alternative billing methods, such as flat rates for low-impact businesses like a real estate or law office. Mr. Anderson cited unpredictable usage patterns even among similar businesses and emphasized the difficulty in accurately classifying commercial properties due to their varied operations. He added the importance of data and the limitations of assumptions, reinforcing the need for individualized metering to ensure fair billing.

Mr. Tymesen explained that the city does not monitor what goes on inside commercial buildings due to the lack of a business license requirement, making it difficult to track changes in usage or occupancy. He gave examples of mixed-use buildings and unpredictable water usage patterns, emphasizing the challenge of assigning accurate wastewater rates. The city aims to be as precise as possible while acknowledging that wastewater costs are driven by volume, not rate differences.

Councilmember Wood suggested a lease or payment plan for irrigation meters to make them more accessible, and Mr. Tymesen stated that it's possible, though the city hasn't implemented such a program. Councilmember Gookin asked about incentives for irrigation meters, and Mr. Tymesen



noted the main benefit is a reduced wastewater bill. Councilmember Gookin raised concerns about the financial impact if all businesses installed irrigation meters at once. Mr. Anderson responded that while it wouldn't cost the city directly, it would eliminate the current subsidization from businesses paying wastewater rates on irrigation, potentially leading to increased rates for others until the next rate study in 2028.

Councilmember Wood proposed exploring a payment or lease program to make irrigation meters more affordable for businesses, and Councilmember Gookin suggested providing a return-on-investment breakdown to help business owners make informed decisions. Mr. Anderson agreed that such information could be added to the city's website, noting installation costs vary by location.

Councilmember Gookin asked whether the city faced any capacity limits for adding irrigation meters. Mr. Marine clarified that each new service, including irrigation, counts against the city's ERU capacity, but the city currently has 3,000 to 5,000 ERUs available. He assured the Council that the city is proactively expanding infrastructure, including new wells, to stay ahead of demand and avoid reaching capacity limits.

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

The meeting adjourned at 2:07 p.m.

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Woody McEvers, Mayor

ATTEST:

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Jo Anne Mateski  
Executive Assistant



City of Coeur d'Alene  
Cash and Investments  
9/30/2025

| Description                                       | Balance               |
|---------------------------------------------------|-----------------------|
| <b>U.S. Bank</b>                                  |                       |
| Checking Account                                  | \$ 116,874            |
| Checking Account                                  | 81,087                |
| Checking Account                                  | 437,792               |
| Investment Account - Police Retirement            | 254,660               |
| Investment Account - Cemetery Perpetual Care Fund | 1,291,444             |
| <b>Idaho State Investment Pool</b>                |                       |
| State Investment Pool Account                     | 51,881,269            |
| State Investment Pool Account - Bond Proceeds     | 16,450,384            |
| <b>Spokane Teacher's Credit Union</b>             |                       |
| Certificate of Deposit                            | 7,810,925             |
| <b>Numerica Credit Union</b>                      |                       |
| Certificate of Deposit                            | 10,629,719            |
| Money Market                                      | 16,933,442            |
| <b>Cash on Hand</b>                               |                       |
| Treasurer's Change Fund                           | 1,350                 |
| <b>Total</b>                                      | <b>\$ 105,888,945</b> |

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

*Katharine Ebner*

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





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

| FUND NAME                           | BALANCE<br>8/31/2025 | RECEIPTS             | DISBURSEMENTS        | BALANCE 9/30/25    | 9/30/2024            |
|-------------------------------------|----------------------|----------------------|----------------------|--------------------|----------------------|
| <u>General-Designated</u>           | \$ 3,765,547         | \$ 7,470             | \$ 406,725           | 3,366,293          | \$ 5,542,959         |
| <u>General-Undesignated</u>         | 14,372,498           | 4,723,096            | 8,080,351            | 11,015,243         | 9,183,364            |
| <u>Special Revenue:</u>             | -                    | -                    | -                    | -                  | -                    |
| Library                             | 256,341              | 9,929                | 191,494              | 74,776             | 88,343               |
| CDBG                                | (16,246)             | 21,772               | 37,923               | (32,397)           | (27,999)             |
| Cemetery                            | 11,792               | 50,896               | 65,991               | (3,304)            | 133,006              |
| Parks Capital Improvements          | 1,381,869            | 20,262               | 37,847               | 1,364,285          | 1,274,719            |
| Impact Fees                         | 9,187,610            | 190,061              | 7,362                | 9,370,309          | 7,011,867            |
| Annexation Fees                     | 1,030,421            | 4,012                | -                    | 1,034,432          | 581,999              |
| American Recovery Plan              | 1,857,213            | -                    | -                    | 1,857,213          | 4,331,004            |
| Cemetery P/C                        | 1,326,603            | 12,716               | -                    | 1,339,318          | 1,234,317            |
| Jewett House                        | 156,776              | 14,030               | 11,813               | 158,993            | 112,200              |
| Street Trees / Reforestation        | 175,052              | 3,082                | 13,778               | 164,356            | 178,529              |
| Public Art Fund                     | 66,126               | 257                  | 3,607                | 62,776             | 7,838                |
| Public Art Fund - ignite            | 420,064              | 19,632               | -                    | 439,696            | 482,080              |
| Public Art Fund - Maintenance       | 186,038              | 724                  | 66                   | 186,696            | 134,208              |
| <u>Debt Service:</u>                | -                    | -                    | -                    | -                  | -                    |
| 2015 G.O. Bonds                     | 154,138              | 3,920                | 600                  | 157,458            | 152,876              |
| <u>Capital Projects:</u>            | -                    | -                    | -                    | -                  | -                    |
| Street Projects                     | 3,147,229            | 46,955               | 93,466               | 3,100,718          | 6,100,618            |
| 2025 Fire Department Bond           | (954,130)            | 16,450,384           | 794                  | 15,495,460         | -                    |
| <u>Riverstone Mill Site Project</u> | -                    | -                    | -                    | -                  | -                    |
| <u>Enterprise:</u>                  | -                    | -                    | -                    | -                  | -                    |
| Street Lights                       | 74,510               | 115,586              | 113,919              | 76,177             | 63,335               |
| Water                               | 2,529,750            | 2,423,833            | 2,218,663            | 2,734,920          | 3,608,504            |
| Water Capitalization Fees           | 7,713,502            | 224,908              | 13,935               | 7,924,475          | 6,666,228            |
| Wastewater                          | 22,009,627           | 2,566,990            | 2,497,505            | 22,079,112         | 17,494,151           |
| Wastewater-Equip Reserve            | -                    | -                    | -                    | -                  | 462,659              |
| Wastewater-Capital Reserve          | 6,696,000            | -                    | -                    | 6,696,000          | 5,500,000            |
| WWTP Capitalization Fees            | 11,359,652           | 320,782              | 8,259                | 11,672,176         | 7,638,739            |
| WW Property Mgmt                    | 72,766               | -                    | -                    | 72,766             | 72,766               |
| Sanitation                          | 803,287              | 465,652              | 473,388              | 795,550            | 733,554              |
| Public Parking                      | 1,739,016            | 164,227              | 101,660              | 1,801,583          | 1,268,791            |
| Drainage                            | 1,014,945            | 148,378              | 263,478              | 899,845            | 1,408,822            |
| Wastewater Debt Service             | 1,032,745            | 4,021                | 322,420              | 714,345            | 994,035              |
| <u>Fiduciary Funds:</u>             | -                    | -                    | -                    | -                  | -                    |
| Kootenai County Solid Waste Billing | 329,672              | 461,273              | 450,649              | 340,296            | 264,647              |
| KCEMSS Impact Fees                  | 5,534                | 6,204                | 5,666                | 6,072              | 4,971                |
| Police Retirement                   | 486,351              | 12,692               | 22,840               | 476,203            | 464,305              |
| Sales Tax                           | 4,429                | 3,250                | 4,683                | 2,997              | 1,710                |
| BID                                 | 437,893              | 5,745                | -                    | 443,638            | 420,330              |
| Homeless Trust Fund                 | 390                  | 471                  | 391                  | 470                | 350                  |
| <b>GRAND TOTAL</b>                  | <b>\$ 92,835,009</b> | <b>\$ 28,503,209</b> | <b>\$ 15,449,273</b> | <b>105,888,945</b> | <b>\$ 83,589,824</b> |

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

*Katharine Ebner*

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



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWELVE MONTHS ENDED  
September 30, 2025

| FUND OR DEPARTMENT   | TYPE OF EXPENDITURE | AMENDED BUDGET | SPENT THROUGH | PERCENT EXPENDED |
|----------------------|---------------------|----------------|---------------|------------------|
| Mayor/Council        | Personnel Services  | \$285,017      | \$284,504     | 100%             |
|                      | Services/Supplies   | 9,150          | 9,163         | 100%             |
| Administration       | Personnel Services  | 249,686        | 249,629       | 100%             |
|                      | Services/Supplies   | 2,590          | 483           | 19%              |
| Finance              | Personnel Services  | 828,733        | 832,699       | 100%             |
|                      | Services/Supplies   | 971,350        | 968,922       | 100%             |
| Municipal Services   | Personnel Services  | 1,652,793      | 1,606,902     | 97%              |
|                      | Services/Supplies   | 1,555,384      | 1,408,252     | 91%              |
|                      | Capital Outlay      | -              |               |                  |
| Human Resources      | Personnel Services  | 372,005        | 367,767       | 99%              |
|                      | Services/Supplies   | 115,239        | 80,494        | 70%              |
| Legal                | Personnel Services  | 1,324,012      | 1,202,035     | 91%              |
|                      | Services/Supplies   | 74,500         | 56,022        | 75%              |
| Planning             | Personnel Services  | 766,017        | 757,298       | 99%              |
|                      | Services/Supplies   | 57,200         | 18,470        | 32%              |
|                      | Capital Outlay      |                |               |                  |
| Building Maintenance | Personnel Services  | 351,979        | 346,000       | 98%              |
|                      | Services/Supplies   | 412,800        | 409,389       | 99%              |
|                      | Capital Outlay      | -              |               |                  |
| Police               | Personnel Services  | 18,313,268     | 17,452,816    | 95%              |
|                      | Services/Supplies   | 2,329,630      | 2,146,412     | 92%              |
|                      | Capital Outlay      | 6,255,078      | 5,236,742     | 84%              |
| Fire                 | Personnel Services  | 14,339,895     | 14,065,999    | 98%              |
|                      | Services/Supplies   | 1,076,509      | 1,026,823     | 95%              |
|                      | Capital Outlay      | 167,592        | 128,177       | 76%              |
| General Government   | Services/Supplies   | 38,800         | 20,673        | 53%              |
|                      | Capital Outlay      |                |               |                  |
| Police Grants        | Personnel Services  | 550,444        | 534,686       | 97%              |
|                      | Services/Supplies   | 6,170          | 6,469         | 105%             |
|                      | Capital Outlay      | 28,035         | 49,680        | 177%             |
| Streets              | Personnel Services  | 3,652,983      | 3,546,984     | 97%              |
|                      | Services/Supplies   | 2,974,101      | 2,578,742     | 87%              |
|                      | Capital Outlay      | 178,321        | 387,240       | 217%             |



| FUND OR DEPARTMENT                    | TYPE OF EXPENDITURE | AMENDED BUDGET | SPENT THROUGH | PERCENT EXPENDED |
|---------------------------------------|---------------------|----------------|---------------|------------------|
| Parks                                 | Personnel Services  | 2,223,086      | 1,923,664     | 87%              |
|                                       | Services/Supplies   | 772,045        | 872,606       | 113%             |
|                                       | Capital Outlay      | 99,276         | 64,181        | 65%              |
| Recreation                            | Personnel Services  | 648,387        | 654,626       | 101%             |
|                                       | Services/Supplies   | 155,950        | 150,628       | 97%              |
| Building Inspection                   | Personnel Services  | 1,033,101      | 998,555       | 97%              |
|                                       | Services/Supplies   | 65,705         | 34,498        | 53%              |
|                                       | Capital Outlay      |                | 0             |                  |
| Total General Fund                    |                     | 63,936,831     | 60,478,230    | 95%              |
| Library                               | Personnel Services  | 1,689,366      | 1,598,702     | 95%              |
|                                       | Services/Supplies   | 220,000        | 203,506       | 93%              |
|                                       | Capital Outlay      | 200,000        | 174,362       | 87%              |
| CDBG                                  | Personnel Services  | 108,274        | 108,173       | 100%             |
|                                       | Services/Supplies   | 188,144        | 238,665       | 127%             |
| Cemetery                              | Personnel Services  | 206,298        | 252,907       | 123%             |
|                                       | Services/Supplies   | 143,800        | 142,668       | 99%              |
|                                       | Capital Outlay      | 15,000         | 11,099        | 74%              |
| Impact Fees                           | Services/Supplies   | 1,093,000      | 478,000       | 44%              |
| Annexation Fees                       | Services/Supplies   | 580,000        | 580,000       | 100%             |
| Parks Capital Improvements            | Capital Outlay      | 751,100        | 233,984       | 31%              |
| Cemetery Perpetual Care               | Services/Supplies   | 19,500         | 19,912        | 102%             |
| Jewett House                          | Services/Supplies   | 31,120         | 21,490        | 69%              |
| Street Trees                          | Services/Supplies   | 134,500        | 72,170        | 54%              |
| Public Art Fund                       | Services/Supplies   | 244,500        | 178,129       | 73%              |
|                                       |                     | 5,624,602      | 4,313,768     | 77%              |
|                                       |                     |                |               |                  |
| Debt Service Fund                     |                     | 877,308        | 32,451        | 4%               |
|                                       |                     |                |               |                  |
| 2025 Fire Bond Expenditures           | Capital Outlay      |                | 954,924       |                  |
|                                       |                     |                |               |                  |
| Atlas - Kathleen to Newbrook          | Capital Outlay      |                |               |                  |
| Traffic Calming                       | Capital Outlay      | 40,000         | 12,738        | 32%              |
| Public Transit Sidewalk Accessibility | Capital Outlay      |                | -             |                  |
| Ramsey Road Rehabilitation            | Capital Outlay      |                |               |                  |
| 15th Street                           | Capital Outlay      | 900,000        | 185,416       | 21%              |
| LHTAC Pedestrian Safety               | Capital Outlay      |                | -             |                  |
| Atlas Waterfront Project              | Capital Outlay      |                | -             |                  |



| FUND OR DEPARTMENT            | TYPE OF EXPENDITURE | AMENDED BUDGET | SPENT THROUGH  | PERCENT EXPENDED |
|-------------------------------|---------------------|----------------|----------------|------------------|
| Wilbur / Ramsey Project       | Capital Outlay      |                | 13,375         |                  |
| Government Way                | Capital Outlay      | 4,926,000      | 3,411,473      | 69%              |
| LaCrosse Ave. Improvements    | Capital Outlay      |                |                |                  |
|                               |                     | 5,866,000      | 3,623,002      | 62%              |
| Street Lights                 | Services/Supplies   | 801,000        | 708,138        | 88%              |
| Water                         | Personnel Services  | 3,012,695      | 2,774,243      | 92%              |
|                               | Services/Supplies   | 5,942,033      | 2,582,665      | 43%              |
|                               | Capital Outlay      | 4,233,000      | 4,582,414      | 108%             |
| Water Capitalization Fees     | Services/Supplies   | 2,260,000      | -              | 0%               |
| Wastewater                    | Personnel Services  | 3,439,843      | 3,291,488      | 96%              |
|                               | Services/Supplies   | 9,442,232      | 3,715,658      | 39%              |
|                               | Capital Outlay      | 11,651,000     | 2,467,493      | 21%              |
|                               | Debt Service        | 5,128,241      | 4,437,817      | 87%              |
| WW Capitalization             | Services/Supplies   | 7,143,549      | -              | 0%               |
| WW Property Management        | Services/Supplies   |                |                |                  |
| Sanitation                    | Services/Supplies   | 5,469,062      | 4,924,779      | 90%              |
| Public Parking                | Services/Supplies   | 1,788,090      | 892,070        | 50%              |
|                               | Capital Outlay      | -              |                |                  |
| Drainage                      | Personnel Services  | 257,526        | 249,019        | 97%              |
|                               | Services/Supplies   | 1,322,141      | 642,538        | 49%              |
|                               | Capital Outlay      | 908,000        | 722,492        | 80%              |
| Total Enterprise Funds        |                     | 62,798,412     | 31,990,816     | 51%              |
| Kootenai County Solid Waste   |                     | 3,240,000      | 3,313,299      | 102%             |
| KCEMSS Impact Fees            |                     | 100,000        | 86,648         | 87%              |
| Police Retirement             |                     | 149,000        | 148,154        | 99%              |
| Business Improvement District |                     | 301,200        | 75,750         | 25%              |
| Homeless Trust Fund           |                     | 9,000          | 5,467          | 61%              |
| Total Fiduciary Funds         |                     | 3,799,200      | 3,629,318      | 96%              |
| TOTALS:                       |                     | \$142,902,353  | \$ 105,022,510 | 73%              |

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

*Katharine Ebner*

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



**CEMETERY LOT  
TRANSFER / SALE / REPURCHASE  
ROUTING FORM**

**REQUEST RECEIVED BY:**

Municipal Services

Department Name

Alison Palmer

Employee

9-22-25

Date

**REQUESTED BY:**

Brian & Jennifer Giesbrecht

Name

Address

Phone

Request is for: ☒ Repurchase of Lot(s)

☐ Transfer of Lots(s) from \_\_\_\_\_ to \_\_\_\_\_

Section: C Block: 41 Niche(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
C 28 18  
40

Lot(s) are located in: ☒ Forest Cemetery ☐ Forest Cemetery Annex. (Riverview)

Copy must be attached: ☒ Deed ☒ Certificate of Sale

Requester is: ☒ owner ☐ executor ☐ other *\*Note: If "executor" or "other", affidavits of authorization must be attached.*

Title Transfer Fee: \$ \_\_\_\_\_ Receipt No: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** completes the following:

☐ Attach original contract.

Accountant Signature Ratier

Date: 10/6/25

**CEMETERY SUPERVISOR** completes the following:

The above-referenced Lot(s) is/are certified to be vacant: ☒ Yes ☐ No

The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Brian + Jennifer Giesbrecht

The purchase price of the Lot(s) when sold to the owner of record was \$ 300 per lot.

Supervisor's Signature MBlandt

Date: 10/6/2025

**LEGAL/RECORDS** completes the following:

Certificate of Conveyance/Transfer received: ☐ Yes ☐ No

Requester is authorized to execute certificate: ☐ Yes ☐ No

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

City Clerk's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Council approved transfer/sale/repurchase of above-referenced Lots(s) in regular session on. Date: \_\_\_\_\_

**CEMETERY SUPERVISOR** completes the following:

Change of ownership noted in Book of Deeds: ☐ Yes ☐ No

Cemetery copy filed original and supporting documents returned to City Clerk: ☐ Yes ☐ No

Cemetery Supervisor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATE OF CONVEYANCE  
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council,  
the City of Coeur d'Alene does hereby convey to City of Coeur d'Alene

(the "Owner") the following lot(s) in the Forest Cemetery:

Niche(s) \_\_\_\_\_, Lot(s) 40 (Forty),

Block(s) 28 (Twenty eight), Section(s) C

according to the plat thereof, now on file and of record in the office of the Kootenai County  
Recorder, state of Idaho.

This Certificate vests in the Owner, and his or her heirs or assigns, a right in fee simple to  
said lot(s) for the sole purpose of interment, under the ordinances and regulations adopted by the  
City Council as authorized by Idaho Code § 50-320.

DATED this 21st day of October, 20 25

By: \_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk



**CERTIFICATE OF CONVEYANCE  
CEMETERY LOT**

In consideration of the payment of the fee established by resolution of the City Council,  
the City of Coeur d'Alene does hereby convey to City of Coeur d'Alene

(the "Owner") the following lot(s) in the Forest Cemetery:

Niche(s) \_\_\_\_\_, Lot(s) 18 (eighteen),

Block(s) 41 (Forty one), Section(s) C

according to the plat thereof, now on file and of record in the office of the Kootenai County  
Recorder, state of Idaho.

This Certificate vests in the Owner, and his or her heirs or assigns, a right in fee simple to  
said lot(s) for the sole purpose of interment, under the ordinances and regulations adopted by the  
City Council as authorized by Idaho Code § 50-320.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

CITY OF COEUR D'ALENE  
CEMETERY

March 14, 1976

Purchased By: Brian & Jennifer Giesbrecht (Married)  
Address: 545 Frederick Dr. Harrison ID 83833  
Niche Space(s): \$ \_\_\_\_\_ Niche: \_\_\_\_\_ Space(s): \_\_\_\_\_  
Cemetery Lot(s): \$ 300.00 ~~600.00~~ Sect: For C Blk: 28  
Niche Nameplate \$ \_\_\_\_\_ Lot(s): 40  
Opening & Closing \$ \_\_\_\_\_ Deceased: \_\_\_\_\_ Preneed \_\_\_\_\_  
Liner \$ \_\_\_\_\_ Remarks: Paid in full  
Total \$ 300.00 ~~600.00~~

Vernie J. Jensen  
Authorized Signature

Section: C

in Forest Cemetery, according to the plat thereof now on file and of record in the office of the County Recorder of said Kootenai County, in the City of Coeur d'Alene.

Perpetual care of said lot        being included in the purchase price, and the same is guaranteed to be provided and furnished according to the rules and regulations adopted by the City Council of the City of Coeur d'Alene.

TO HAVE AND TO HOLD the same with appurtenances unto the said party(ies) of the second part their heirs and assigns forever, to be used as a place of interment for the dead and not otherwise, and subject to the rules and regulations of the City Council of said City of Coeur d'Alene governing the same.

And the said party of the first part, for itself and successors, does covenant and agree, to and with the said party(ies) of the second part, their heirs and assigns, that it is well seized of said premises, and has good and lawful right to convey the same as aforesaid; that said premises are clear of all encumbrance, and that the same in the lawful possession and enjoyment of the said party(ies) of the second part, their heirs and assigns, it will, and its successors shall, forever warrant and defend.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused these presents to be signed in its behalf of the Mayor of the City, and countersigned by the Clerk of said City, and its corporate seal to be hereto affixed the day and year first above written.

CITY OF COEUR D'ALENE

By \_\_\_\_\_  
A. J. Hassell III, Mayor

ATTEST: \_\_\_\_\_  
Clerk

Revised: Apr. 2, 1996

Authorized Signature Vonnie L. Jensen

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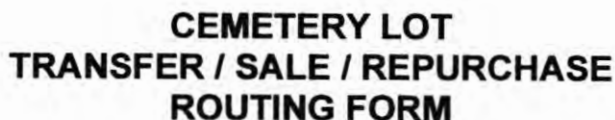
Perpetual care of said lot        being included in the purchase price, and the same is guaranteed to be provided and furnished according to the rules and regulations adopted by the City Council of the City of Coeur d'Alene.

And the said party of the first part, for itself and successors, does covenant and agree, to and with the said party(ies) of the second part, their heirs and assigns, that it is well seized of said premises, and has good and lawful right to convey the same as aforesaid; that said premises are clear of all encumbrance, and that the same in the lawful possession and enjoyment of the said party(ies) of the second part, their heirs and assigns, it will, and its successors shall, forever warrant and defend.

CITY OF COEUR D'ALENE

ATTEST: \_\_\_\_\_ Clerk





## Date \_\_\_\_\_

## Phone

Title Transfer Fee: \$ 40- Receipt No: 608095

Accountant Signature \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Council approved transfer/sale/repurchase of above-referenced Lots(s) in regular session on, Date:

Cemetery Supervisor's Signature M. Brandt Date: 10/9/2025

**CERTIFICATE OF TRANSFER  
CEMETERY LOT**

For good and sufficient consideration, receipt of which is hereby acknowledged,  
Leah Hale (the "Transferor") does hereby

transfer and convey to David Hale (the  
"Transferee") the following lot(s) in the Forest Cemetery:

Section(s) D, Block(s) 12,

Niche(s) \_\_\_\_\_, Lot(s) 10

according to the plat thereof, now on file and of record in the office of the Kootenai County  
Recorder, state of Idaho.

This Certificate vests in the Transferee, and his or her heirs or assigns, a right in fee simple  
to said lot(s) for the sole purpose of interment, under the ordinances and regulations adopted by  
the City Council as authorized by Idaho Code § 50-320.

DATED this 9 day of October, 2025.

By \_\_\_\_\_  
Transferor



STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 9<sup>th</sup> day of OCT, 2025, before me, a Notary Public, personally appeared Leah Hale and                      known to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he executed the same.

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



Kelley Setters  
Notary Public for Idaho  
Residing at Spirit Lake  
My Commission expires: 8.18.26



## **CITY COUNCIL STAFF REPORT**

**DATE:** October 21, 2025  
**FROM:** Dennis Grant, Engineering Project Manager  
**SUBJECT:** **SS-25-10, Kernodle Cottages: Final Plat Approval**

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### **DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot Residential subdivision.

### **HISTORY**

- a. Applicant: Tiffanie Espe  
ATS, Inc.  
9177 N. Hess Street  
Hayden, ID 83835-3457
- b. Location: 609 & 613 21<sup>st</sup> Street (West side of 21<sup>st</sup> St, between Garden & Pennsylvania Ave)
- c. Previous Action:
  1. Preliminary plat approval, July 18, 2025

### **FINANCIAL ANALYSIS**

There are no financial issues with this development.

### **PERFORMANCE ANALYSIS**

This residential development is a re-plat of Lot 5 and the North 36 feet of Lot 6, Lien's Addition located in Coeur d'Alene. This subdivision created two (2) lots. The conditions have been installed and approved by the appropriate departments; therefore, the document is ready for approval and recordation.

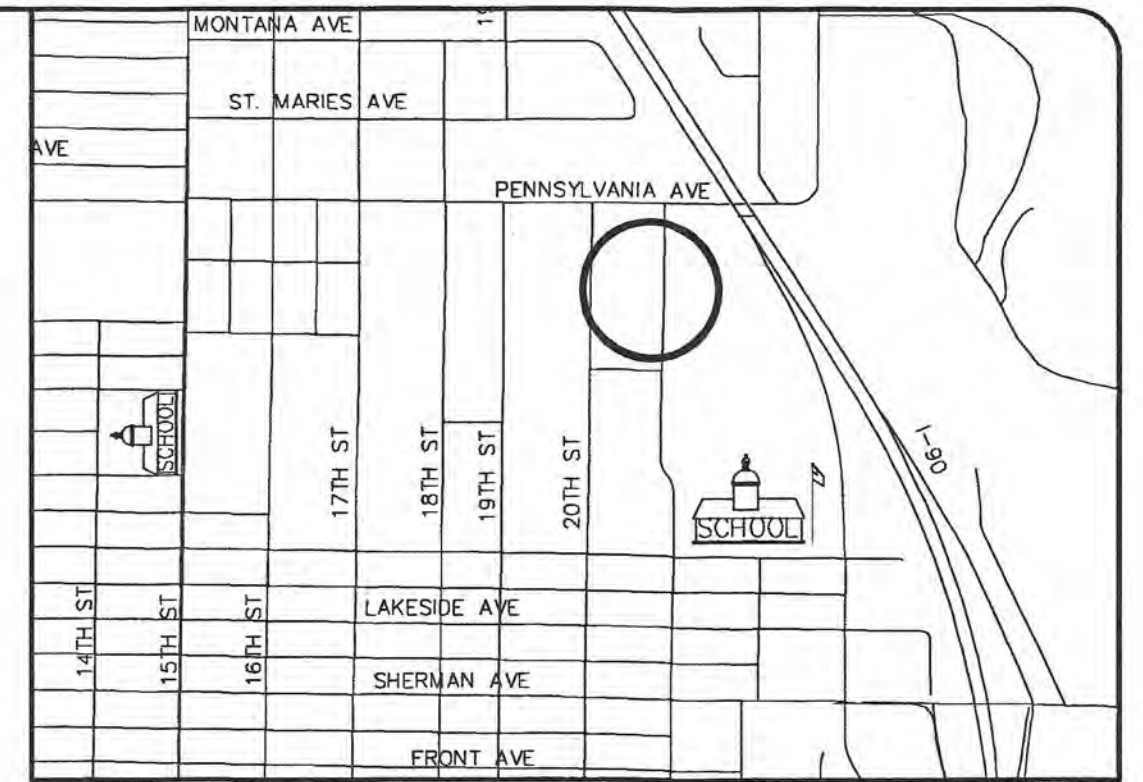
### **DECISION POINT RECOMMENDATION**

City Council approval of the final plat document

# KERNODLE COTTAGES

REPLAT OF LOT 5 AND A PORTION OF THE NORTH 36 FEET OF LOT 6, LIEN'S ADDITION TO COEUR D'ALENE  
SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF  
SECTION 18, TOWNSHIP 50 NORTH, RANGE 03 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 1 OF 2



VICINITY MAP  
NO SCALE

## OWNER'S CERTIFICATE

BE IT KNOWN BY THOSE PRESENT THAT SHELDON KERNODLE AND MARISSA KERNODLE, HEREBY CERTIFIES THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN HENCEFORTH AS "KERNODLE COTTAGES", BEING A REPLAT OF LOT 5 AND A PORTION OF THE NORTH 36 FEET OF LOT 6, LIEN'S ADDITION TO COEUR D'ALENE, ACCORDING TO THE OFFICIAL PLAT RECORDED IN BOOK "D" OF PLATS AT PAGE 073, KOOTENAI COUNTY RECORDS. SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 03 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5 AS MARKED BY A 5/8" REBAR # CAP "ATS PLS 8932";

THENCE ALONG THE WESTERLY LINE OF TWENTY FIRST STREET, SOUTH 00°01'00" EAST, 106.05 FEET TO A 5/8" REBAR # CAP "ATS PLS 8932";

THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 74°27'44" WEST, 22.51 FEET TO A 5/8" REBAR # CAP "ATS PLS 8932";

THENCE, SOUTH 89°54'05" WEST, 28.89 FEET TO A 5/8" REBAR # CAP "ATS PLS 8932";

THENCE, SOUTH 85°24'01" WEST, 69.66 FEET TO A 5/8" REBAR # CAP "ATS PLS 8932" ON THE WEST BOUNDARY OF SAID LOT 6;

THENCE ALONG THE WEST BOUNDARY OF SAID LOT 6 AND LOT 5, NORTH 00°01'00" WEST, 106.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 5 AS MARKED BY A 5/8" REBAR # CAP "ATS PLS 8962";

THENCE, SOUTH 89°50'07" EAST, 120.00 FEET RETURNING TO THE POINT-OF-BEGINNING.

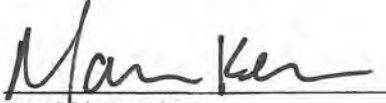
CONTAINING 0.282 ACRES OR 12286 SQUARE FEET, MORE OR LESS;

BE IT FURTHER KNOWN THAT:

DOMESTIC WATER AND SANITARY SEWAGE DISPOSAL SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

  
SHeldon KERNODLE

10/7/25  
DATE

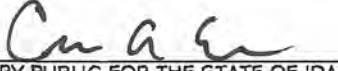
  
MARISSA KERNODLE

10/07/2025  
DATE

## NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } S.S.  
COUNTY OF KOOTENAI

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 7<sup>th</sup> DAY OF Oct., 2025,  
BY SHELDON KERNODLE & MARISSA KERNODLE

  
NOTARY PUBLIC FOR THE STATE OF IDAHO



## HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (OLPE) REPRESENTING THE CITY OF COEUR D'ALENE AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR THE CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

THIS 7<sup>th</sup> DAY OF October, 2025.

  
PANHANDLE HEALTH DISTRICT 1

## CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN EXAMINED BY THE COEUR D'ALENE CITY COUNCIL AND IS HEREBY APPROVED FOR FILING.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

COEUR D'ALENE CITY CLERK

## CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS SUBDIVISION PLAT AND APPROVE THE SAME FOR FILING.

THIS 21<sup>ST</sup> DAY OF OCTOBER, 2025.

  
CITY OF COEUR D'ALENE, ENGINEER

## COUNTY RECORDER

THIS MAP WAS FILED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT THE REQUEST OF A.T.S., INC.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, AT \_\_\_\_ O'CLOCK \_\_\_\_ M.

AS INSTRUMENT NUMBER \_\_\_\_\_ AND DULY RECORDED IN

BOOK \_\_\_\_\_ OF PLATS AT PAGES \_\_\_\_\_.

KOOTENAI COUNTY RECORDER

BY: \_\_\_\_\_ FEE: \_\_\_\_\_  
DEPUTY

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH December 31, 2024.

DATED THIS 7 DAY OF October, 2025.

  
KOOTENAI COUNTY, TREASURER

## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.



KOOTENAI COUNTY, SURVEYOR

## SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, P.L.S. #8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF FEBRUARY 2025. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT ALL MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.



ADVANCED  
TECHNOLOGY  
SURVEYING &  
ENGINEERING  
INC.

P.O. BOX 3457, HAYDEN, IDAHO, 83835  
PH. (208)-772-2745 • FAX (208)-762-7731

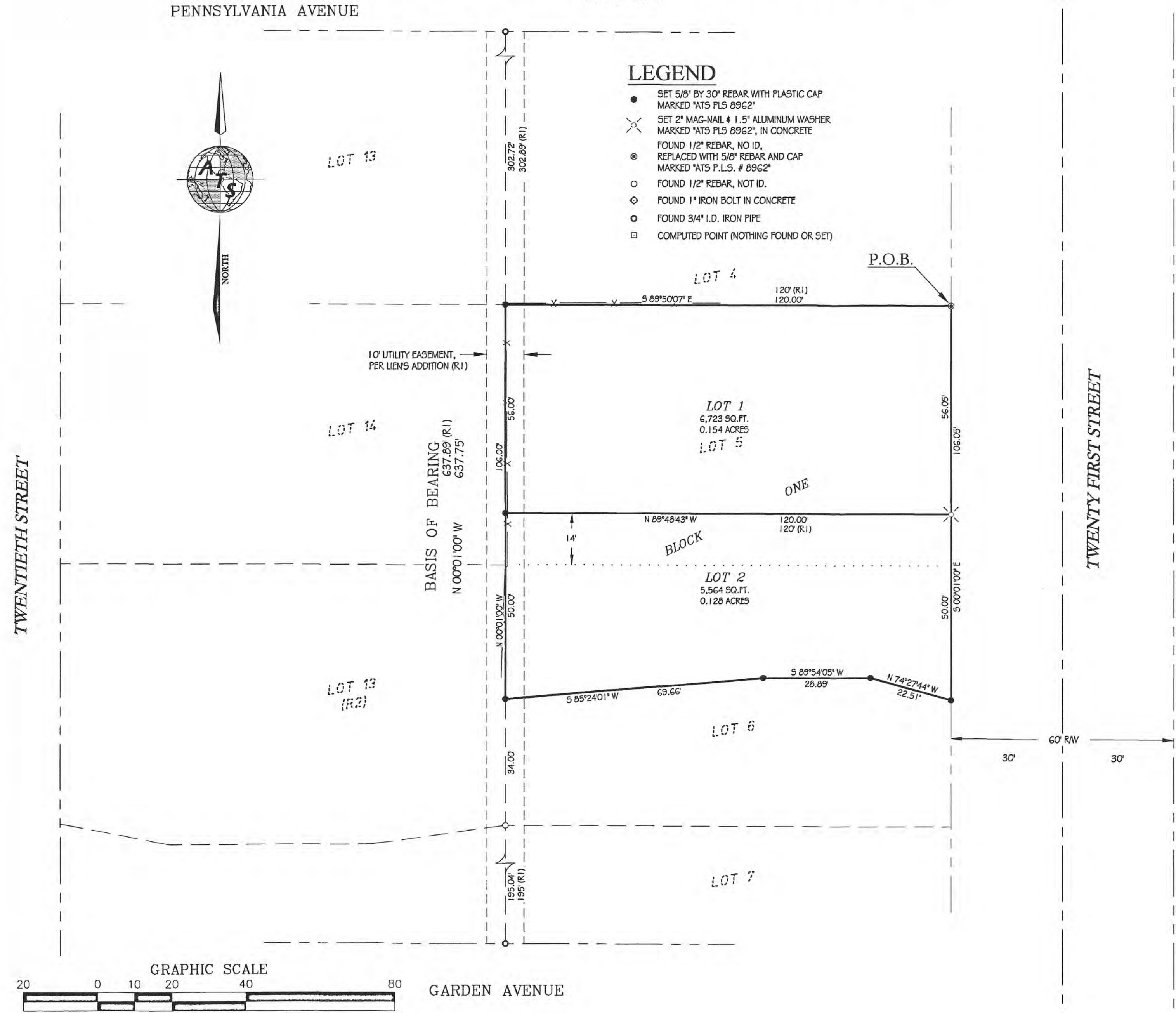
SCALE: N/A  
CHECKED BY: MBM  
DATE: 10-07-2025  
DRAWN BY: MBM  
DATE: 03-20-2025  
DWG: PLAT  
PROJ: 25-012



# KERNODLE COTTAGES

REPLAT OF LOT 5 AND A PORTION OF THE NORTH 36 FEET OF LOT 6, LIEN'S ADDITION TO COEUR D'ALENE  
SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF  
SECTION 18, TOWNSHIP 50 NORTH, RANGE 03 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2



## REFERENCES

- R1) LIEN'S ADDITION BY ELMER E. SONIVILLE, PE 733. RECORDED JUNE 1955, IN BOOK "D" OF PLATS AT PAGE 073.
- R2) SURVEY BY ERNEST M. WARNER, PLS 4565. RECORDED MARCH 2021, IN BOOK 31 OF SURVEYS AT PAGE 664.
- R3) SURVEY BY MATTHEW B. MAYBERRY, PLS 8962. RECORDED JUNE 2025, IN BOOK 33 OF SURVEYS AT PAGE 154.
- R4) BOUNDARY LINE AGREEMENT DOCUMENT RECORDED AS INSTRUMENT #3003810000.

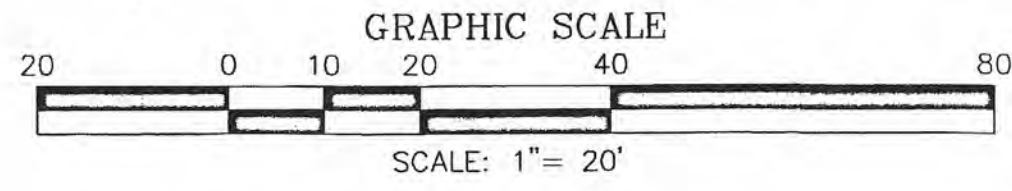
## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE REAR LOT LINES OF LIEN'S ADDITION, TAKEN TO BEAR NORTH 00°01'00" WEST PER (R1 & R3) HEREIN.

## SURVEY NARRATIVE/ NOTES

- NO ATTEMPT WAS MADE TO SHOW ALL PHYSICAL FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED EASEMENTS. ITEMS SUCH AS BUILDINGS & FENCES WHICH MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.
- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY ALLIANCE TITLE & ESCROW. FILE NO. 682399 DATED FEBRUARY 03, 2025.
- MONUMENTS SHOWN IN THIS SURVEY WERE VISITED IN MARCH, 2025.
- THIS SURVEY MEETS OR EXCEEDS THE PRECISION REQUIREMENT FOR MATHEMATICAL ERROR OF CLOSURE AS SET FORTH IN IDAHO CODE TITLE-CHAPTER 55-1911, RECORDING OF SURVEYS, AND WAS PERFORMED BY ACCEPTED GPS DATA COLLECTION PRACTICES USING A TRIMBLE R10-2 GNSS BASE UNIT AND A TRIMBLE R12-1 RTK ROVER UNIT, TOGETHER WITH AN ANNUALLY CALIBRATED TRIMBLE S6 ROBOTIC TOTAL STATION.
- THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE PREVIOUSLY SURVEYED PARCEL OF LAND ACCORDING TO CITY OF COEUR D'ALENE SUBDIVISION GUIDELINES.
- BOUNDARY LOCATION IS BASED ON FOUND MONUMENTS AND PHYSICAL FENCE LOCATION AS DEPICTED AND FURTHER DETAILED ON SURVEY R3 HEREIN.

Professional Land Surveyor  
REGISTERED  
8962  
STATE OF IDAHO  
MATTHEW B. MAYBERRY  
10/7/25



ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.  
P.O. BOX 3457, HAYDEN IDAHO, 83835  
\* PH. (208)-772-2745 \* FAX (208)-762-7781

SCALE: 1"=20'  
CHECKED BY: MBM  
DATE: 10-07-2025  
DRAWN BY: MBM  
DATE: 03-20-2025  
DWG: PLAT  
PROJ: 25-012



RESOLUTION NO. 25-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A LETTER OF AGREEMENT WITH NORTH FORK LAND DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$104,680.00, FOR A SEWER LINE REPLACEMENT ON HATTIE AVENUE; DECLARING DAY WIRELESS AS THE ONLY VENDOR REASONABLY AVAILABLE, PURSUANT TO IDAHO CODE § 67-2808(2)(a)(ii), AND RATIFYING THE PURCHASE OF MOTOROLA RADIOS FROM DAY WIRELESS IN AN AMOUNT NOT TO EXCEED \$58,164.55, FOR FIRE DEPARTMENT VEHICLES; APPROVING THE PURCHASE OF SIX (6) CHEVROLET TAHOE VEHICLES FROM THE SMITH GROUP PURSUANT TO STATE PURCHASING CONTRACTS AS PROVIDED BY IDAHO CODE § 67-2803(1), TOTALING \$340,771.20, FOR THE POLICE DEPARTMENT; AND APPROVAL OF THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 12, 2025, THROUGH DECEMBER 5, 2025, FOR THE ANNUAL CITY LEAF PICK UP PROGRAM.

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

- A) Approval of a Letter of Agreement with North Fork Land Development in an amount not to exceed \$104,680.00, for a sewer line replacement on Hattie Avenue;
- B) Declaring Day Wireless as the only vendor reasonably available, pursuant to Idaho Code § 67-2808(2)(a)(ii), and ratification of the purchase of Motorola radios from Day Wireless in an amount not to exceed \$58,164.55, for Firefighter vehicles;
- C) Approval of the purchase of six (6) Chevrolet Tahoe vehicles from The Smith Group pursuant to State purchasing contracts as provided by Idaho Code § 67-2803(1), totaling \$340,771.20, for the Police Department;
- D) Approval of the waiver of covered load regulations from November 12, 2025, through December 5, 2025, for the annual City Leaf Pick Up program;

AND

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

NOW, THEREFORE,

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

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

DATED this 21<sup>st</sup> day of October, 2025.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

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

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CITY COUNCIL  
STAFF REPORT**

DATE: October 21, 2025

FROM: Larry Parsons, Utility Project Manager, Wastewater Dept.

SUBJECT: Hattie Ave Sewer Line Replacement, Open Trench Project-2025

---

**DECISION POINT:** Should the City Council approve the agreement with North Fork Land Development, in the amount of \$104,680.00, for the Hattie Avenue Open Trench Sewer Line Project, in accordance with the purchasing policy approved by Resolution No. 17-061.

**HISTORY:** The pipe being replaced is an old 6-inch concrete sewer line in the backyards of 4 properties (515, 609, 615, and 625). The line is in poor condition and has caused several sewer backups and requires weekly maintenance. The new line will be 8-inch PVC and will be in the street making it easier to clean and maintain.

**FINANCIAL ANALYSIS:** The following summarizes the three bids solicited for this project. The funding for this project was approved by City Council in this current fiscal year.

|                                 |                     |
|---------------------------------|---------------------|
| <b>Total CIP Budget Amount:</b> | <b>\$900,000.00</b> |
| North Fork Land Development     | \$104,680.00        |
| Big Sky Corp                    | \$123,135.00        |
| Evergreen Excavating            | \$131,651.77        |

As shown above, the above project cost will be under the CIP budget of \$900,000.00. North Fork Land Development's bid was responsive and, as shown above, was the lowest procurement price.

**PERFORMANCE ANALYSIS:** This sewer line replacement project will eliminate sewer backup issues, move the City owned sewer line out of backyards, and make cleaning and maintenance easier for City crews.

**DECISION POINT/RECOMMENDATION:** City Council should approve the agreement with North Fork Land Development, in the amount of \$104,680.00, for the Hattie Avenue Open Trench Sewer Line Project, in accordance with the purchasing policy approved by Resolution No. 17-061.



CITY OF COEUR D'ALENE

WASTEWATER UTILITY DEPARTMENT

CITY HALL, 710 E. MULLAN AVE.  
COEUR D'ALENE, IDAHO 83814-3958  
(208)769-2281- FAX (208)769-2338

765 W. Hubbard Ave.  
Coeur d'Alene, ID 83814

October 7, 2025  
North Fork Land Development  
PO BOX 2035  
Post Falls, Idaho 83854

Dear Mr. Berger:

The purpose of this letter is to confirm our Agreement with regards to the City of Coeur d'Alene Wastewater Department's **Hattie Ave Sewer Line**. The scope of work is **AS DESCRIBED IN YOUR ATTACHED 10/06/2025 QUOTE**. It is further agreed that **North Fork Land Development**, will indemnify, defend and hold the City of Coeur d'Alene harmless for any and all causes of action arising from any tortuous act or omission by **North Fork Land Development**, in performing and completing this project.

Per this Agreement, work may commence **AS SOON AS POSSIBLE**.

The total amount to be paid for this project shall be **PER SAID PROPOSAL HEREIN, THAT IS AN AMOUNT NOT TO EXCEED THE AMOUNT OF \$ 104,680.00**. Unless otherwise agreed in writing, the City of Coeur d'Alene shall not pay any cost or expense in excess of that amount.

Payment will be made only after completion of the work and approval by the City, and after the City has received satisfactory evidence that all due or delinquent taxes have been paid. Invoices should be mailed to this office's address.

Before commencing work, the following must be provided to this office:

- (1) this completed and signed Letter of Agreement,
- (2) a completed W9,
- (3) a copy of a liability insurance policy naming the City as an additional insured with minimum policy amount of \$500,000 for bodily or personal injury, death, or property damage or loss as a result of any one accident or occurrence,
- (4) proof of worker's compensation insurance, if required, and
- (5) proof of contractor registration.

Additionally, Idaho law (I.C. § 44-1001) requires that, for all construction, repair or maintenance work performed for the City, the contractor employ 95% bona fide Idaho residents on the job unless the contractor employs fewer than 50 people. In the case of employment of fewer than 50 people, up to 10% nonresidents may be employed on the job.

The Contractor affirmatively acknowledges that no person shall be discriminated against on the grounds of race, color, sex, sexual orientation, gender identity, or national origin in employment on this project.

Please sign this agreement and return to this office.

Sincerely, City of Coeur d'Alene Wastewater Utility Department

  
Mike Anderson  
Wastewater Superintendent

  
Larry Parsons  
Utility Project Manager

CONTRACTOR ACCEPTANCE OF TERMS

Name (individual or company): North Fork Land Development

Authorized Signature:  Date: 10/7/2025

Printed Name and Title: Patrick Berger  
Owner / North Fork Land Development





**PUBLIC WORKS CONSTRUCTION PRICE REASONABLENESS FORM**

City of  
Coeur d'Alene  
IDAHO

To: **Finance Department**

From: **Larry Parsons Wastewater Utility Project Manager**

Date: **10/6/25**

**Required Action:** For all public works projects this form needs to have the Finance Directors approval prior to the beginning of the project.

**Scope:** This policy applies to the selection and hiring of contractors for public works construction projects, which includes any construction, repair and/or reconstruction of buildings, roads, facilities and other improvements on City-owned property paid for with public funds.

Service Description: \_\_\_\_\_

This project is a replacement of an outdated, City owned 6 inch sewer main to a new 8 inch sewer main.

Moving the line from backyards and out into the street making repair and maintenance easier for City crews.

Purchase in financial plan? Yes ☒ No ☐ If yes, budget amount in financial plan - \$ 900,000.00/ 031-022-4352-7901

If non-budgeted – Date Council approved: \_\_\_\_\_

Competitive Quotes Obtained:

1<sup>st</sup> vendor name and price: Big Sky Corp. \$123,135.00

2<sup>nd</sup> vendor name and price: Evergreen Excavating \$131,651.77

3<sup>rd</sup> vendor name and price: North Fork Land Development \$104,680.00

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: \_\_\_\_\_

Comptroller Approval Signature: \_\_\_\_\_

**Documentation to be submitted with invoice for payment**

Vendor Awarded: North Fork Land Development

Date: 10/6/25

Contractor registration # RCE-58159

Attach Simple contract: Yes ☒ No ☐

Copy to legal for review:

Yes ☒ No ☐

Insurance Agent: Acrisure Northwest Partners Insurance Services, LLC

Current workers comp

Yes ☒ No ☐

Workers Comp Required - except Sole Proprietor (who agrees to no helpers on City property)

Is the City additionally insured for \$500,000 - Yes ☒ No ☐ No, is there liability exposure to City? Yes ☐ No ☐

Date received Use Tax or Sales tax paperwork: \_\_\_\_\_ (please attach)

Date received State Tax Commission notice (Release WH-5) \_\_\_\_\_ (please attach)

New vendor to the City? Yes ☐ No ☒ If yes, attach a completed W-9

Department Head Signature: \_\_\_\_\_

All documents attached, invoice/contract ready for payment – AP initials: \_\_\_\_\_

Resolution No. 17-061

Resolution No. 25-058

10/8/2025  
Mike Anderson

EXHIBIT "B"  
Public Works Construction Price Reasonableness form CI 2020

Exhibit "A"

emergency contract  
ratified by  
council  
after contract  
entered





# Estimate

North Fork Land Development

Date: 10/6/2025

To: Larry Parsons / CDA Waste Water Dep

| Prepared By | Job                      | Column1 | Column2 |
|-------------|--------------------------|---------|---------|
| Pat Berger  | Hattie Ave Sewer Reroute |         |         |

| Qty/Hours | Description                                                                                                                                                                                                                                                                                   | Unit Rate | Line Total |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|
|           | Excavate and Install 2 manholes, install approx 350' of 8" Sewer main. Install 4 sewer stubs to existing properties. Connect inlet and outlet sewer line on eastern manhole. Bed and backfill sewer main, backfill and compact sewer trench and cap ditch subgrade with 6" of 3/4" base rock. |           |            |
| 1         | Item Total                                                                                                                                                                                                                                                                                    | 64425     | 64425      |
|           | Asphalt Patch Cost, 3" Hot Mix                                                                                                                                                                                                                                                                |           |            |
| 1         | Item Total                                                                                                                                                                                                                                                                                    | 29160     | 29160      |
|           | <i>This estimate is based on the known work per the detailed drawings, if additional work is needed or encountered, it will come at a T&amp;M Rate to be negotiated and approved by the Client prior to added work start.</i>                                                                 |           |            |
|           | <i>*Included is the Asphalt Patching on Hattie Ave, Compaction Testing, Traffic Control, Pressure Testing.</i>                                                                                                                                                                                |           |            |
|           | <i>This estimate includes all Labor, Equipment and Material to complete the above work</i>                                                                                                                                                                                                    |           |            |
|           | <i>All work to conform with the City of CDA Wastewater and Public Works standards, city inspections to be performed by City of CDA Waste Water and Streets Departments.</i>                                                                                                                   |           |            |

Owner / Client Acceptance Signature

Subtotal \$ 93,585.00  
Sales Tax  
Total 93585

Thank you!

PO BOX 2035, Post Falls, ID, 83877, 208-661-9977, dirt@northforkld.com



# Estimate

North Fork Land Development

Date: 10/6/2025

To: Larry Parsons / CDA Waste Water Dep

| Prepared By | Job                      | Column1 | Column2 |
|-------------|--------------------------|---------|---------|
| Pat Berger  | 609 Hattie Bid Alternate |         |         |

| Qty/Hours | Description                                                                                               | Unit Rate | Line Total |
|-----------|-----------------------------------------------------------------------------------------------------------|-----------|------------|
|           | Excavate and install approximately 85' of 4" sewer service. Repair fence in areas affected by excavation. |           |            |
| 1         | Item Total                                                                                                | 11095     | 11095      |

*This estimate is based on the known work per the detailed drawings, if additional work is needed or encountered, it will come at a T&M Rate to be negotiated and approved by the Client prior to added work start.*

*\*Included is the Compaction Testing, Traffic Control, Pressure Testing, Permits*

*This estimate includes all Labor, Equipment and Material to complete the above work*

*All work to conform with the City of CDA Wastewater and Public Works standards, city inspections to be performed by City of CDA Waste Water and Streets Departments.*

Owner / Client Acceptance Signature

Subtotal \$ 11,095.00  
Sales Tax  
Total 11095

Thank you!

PO BOX 2035, Post Falls, ID, 83877, 208-661-9977, dirt@northforkld.com



NORTFOR-05

RBARNES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Acrisure Northwest Partners Insurance Services, LLC  
19401 40th Ave W, Suite 440  
Lynnwood, WA 98036

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (800) 442-1281 **FAX (A/C, No):** (425) 291-5100  
**E-MAIL ADDRESS:**

INSURED

North Fork Land Development LLC  
2468 W Poleline Ave  
Post Falls, ID 83854

| INSURER(S) AFFORDING COVERAGE                 | NAIC # |
|-----------------------------------------------|--------|
| INSURER A : Kinsale Insurance Company         | 38920  |
| INSURER B : United Financial Casualty Company | 11770  |
| INSURER C : Idaho State Insurance Fund        | 36129  |
| INSURER D :                                   |        |
| INSURER E :                                   |        |
| INSURER F :                                   |        |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                     | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>X</b> COMMERCIAL GENERAL LIABILITY                                                                                                                                                                 |                    |               |                         |                         |                                                                                                                                                                                                                                             |
|          | CLAIMS-MADE <b>X</b> OCCUR                                                                                                                                                                            |                    | 0100371887-0  | 5/21/2025               | 5/21/2026               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><b>X</b> POLICY <b>PRO-JECT</b> LOC<br>OTHER:                                                                                                                   |                    |               |                         |                         |                                                                                                                                                                                                                                             |
| B        | <b>AUTOMOBILE LIABILITY</b>                                                                                                                                                                           |                    |               |                         |                         |                                                                                                                                                                                                                                             |
|          | ANY AUTO OWNED AUTOS ONLY <b>X</b> SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY                                                                                                           |                    | 995787144     | 4/8/2025                | 4/8/2026                | COMBINED SINGLE LIMIT (Ea accident) \$ 500,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                     |
|          | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                    |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                          |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below |                    | 674337        | 10/1/2024               | 10/1/2025               | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                                                                                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>North Fork Land Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                        |
| 2 Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                        |
| 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <b>S</b><br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).<br>Exempt payee code (if any) _____<br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><i>(Applies to accounts maintained outside the United States.)</i> |
| 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                        |
| 5 Address (number, street, and apt. or suite no.). See instructions.<br><b>PO Box 2035</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Requester's name and address (optional)                                                                                                                                                                                                                                                                |
| 6 City, state, and ZIP code<br><b>Post Falls, ID 83877</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                        |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                        |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |             |
|--------------------------------|-------------|
| Social security number         |             |
| <div></div>                    | <div></div> |
| or                             |             |
| Employer identification number |             |
| <div>86-2849790</div>          |             |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|           |                                                                                                              |                       |
|-----------|--------------------------------------------------------------------------------------------------------------|-----------------------|
| Sign Here | Signature of U.S. person  | Date <b>7/28/2025</b> |
|-----------|--------------------------------------------------------------------------------------------------------------|-----------------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# HATTIE AVE REALIGNMENT



## Evergreen Excavating

2200 E Crawford Rd

Deer Park WA. 99006

Contact: Rob Mantell

Phone: 360-421-5301

Email: rob@evergreendirt.com

Quote To:

City of Coeur D'Alene  
Wastewater Utility Department  
710 E Mullan Ave  
Coeur d'Alene, ID 83814  
208-769-2281  
208769-2338

Job Name:

Hattie Ave Sewer Realignment

Date:

10/02/2025

Phone:

Fax:

| ITEM | DESCRIPTION                                | QUANTITY | UNIT | UNIT PRICE | AMOUNT           |
|------|--------------------------------------------|----------|------|------------|------------------|
|      | <b>BASE BID</b>                            |          |      |            |                  |
|      |                                            |          |      |            |                  |
|      | <b>SITE PREP/ EROSION CONTROL</b>          |          |      |            |                  |
| 1    | Mobilization                               | 1.00     | LS   | 14,303.60  | 14,303.60        |
|      | <b>Site Prep/ Erosion Control Subtotal</b> |          |      |            | <b>14,303.60</b> |
|      |                                            |          |      |            |                  |
|      | <b>CLEAR &amp; GRUB</b>                    |          |      |            |                  |
| 2    | Clear & Grub                               | 704.00   | SF   | 1.35       | 950.40           |
|      | <b>Clear &amp; Grub Subtotal</b>           |          |      |            | <b>950.40</b>    |
|      |                                            |          |      |            |                  |
|      | <b>DEMO/ REMOVAL</b>                       |          |      |            |                  |
| 3    | Demo ACP                                   | 6,432.00 | SF   | 0.40       | 2,572.80         |
| 4    | Demo Concrete Curb                         | 40.00    | LF   | 11.30      | 452.00           |
|      | <b>Demo/ Removal Subtotal</b>              |          |      |            | <b>3,024.80</b>  |
|      |                                            |          |      |            |                  |
|      | <b>SITE RESTORATION</b>                    |          |      |            |                  |
| 5    | Site & Lot Finish Grading                  | 550.00   | SF   | 3.15       | 1,732.50         |
| 6    | Grade Gravel Driveway                      | 155.00   | SF   | 8.75       | 1,356.25         |
|      | <b>Site Restoration Subtotal</b>           |          |      |            | <b>3,088.75</b>  |

| ITEM | DESCRIPTION                                         | QUANTITY | UNIT | UNIT PRICE | AMOUNT            |
|------|-----------------------------------------------------|----------|------|------------|-------------------|
|      |                                                     |          |      |            |                   |
|      | <b>SANITARY SEWER</b>                               |          |      |            |                   |
| 7    | Tie In to Existing Sewer                            | 1.00     | EA   | 3,303.92   | 3,303.92          |
| 8    | 4" PVC Sewer Service                                | 98.00    | EA   | 63.10      | 6,183.80          |
| 9    | 8" PVC Sewer                                        | 348.00   | LF   | 46.15      | 16,060.20         |
| 10   | 14" Sewer Sleeve (As Needed)                        | 60.00    | LF   | 149.70     | 8,982.00          |
| 11   | 48" Sewer Manhole                                   | 2.00     | EA   | 4,463.55   | 8,927.10          |
|      | <b>Sanitary Sewer Subtotal</b>                      |          |      |            | <b>43,457.02</b>  |
|      |                                                     |          |      |            |                   |
|      | <b>SUB &amp; FINISH GRADE FOR CONCRETE</b>          |          |      |            |                   |
| 12   | Subgrade for Concrete Curb                          | 40.00    | LF   | 12.80      | 512.00            |
| 13   | Haul & Place CSTC Concrete Curb                     | 40.00    | LF   | 24.05      | 962.00            |
|      | <b>Sub &amp; Finish Grade for Concrete Subtotal</b> |          |      |            | <b>1,474.00</b>   |
|      |                                                     |          |      |            |                   |
|      | <b>SUBGRADE FOR HMA</b>                             |          |      |            |                   |
| 14   | Subgrade for HMA Paving                             | 6,432.00 | SF   | 0.20       | 1,286.40          |
|      | <b>Subgrade for HMA Subtotal</b>                    |          |      |            | <b>1,286.40</b>   |
|      |                                                     |          |      |            |                   |
|      | <b>SUBCONTRACTORS</b>                               |          |      |            |                   |
| 15   | SUB - HMA Paving                                    | 1.00     | LS   | 49,195.95  | 49,195.95         |
| 16   | SUB - Concrete                                      | 1.00     | LS   | 3,034.70   | 3,034.70          |
| 17   | SUB - Traffic Control                               | 1.00     | LS   | 2,537.05   | 2,537.05          |
| 18   | SUB - Saw Cutting                                   | 1.00     | LS   | 1,445.15   | 1,445.15          |
| 19   | SUB - Geotech                                       | 1.00     | LS   | 7,853.95   | 7,853.95          |
|      | <b>Subcontractor Subtotal</b>                       |          |      |            | <b>64,066.80</b>  |
|      |                                                     |          |      |            |                   |
|      | <b>Base Bid Subtotal</b>                            |          |      |            | <b>131,651.77</b> |
|      |                                                     |          |      |            |                   |
|      | <b>ALTERNATE BID</b>                                |          |      |            |                   |
|      |                                                     |          |      |            |                   |
|      | <b>CLEAR &amp; GRUB</b>                             |          |      |            |                   |
| 20   | Clear & Grub                                        | 911.00   | SF   | 1.85       | 1,685.35          |
|      | <b>Clear &amp; Grub Subtotal</b>                    |          |      |            | <b>1,685.35</b>   |
|      |                                                     |          |      |            |                   |
|      | <b>SITE RESTORATION</b>                             |          |      |            |                   |



| ITEM               | DESCRIPTION                      | QUANTITY | UNIT | UNIT PRICE | AMOUNT              |
|--------------------|----------------------------------|----------|------|------------|---------------------|
| 21                 | Salvage & Restore Fence          | 15.00    | LF   | 103.30     | 1,549.50            |
| 22                 | Site & Lot Finish Grading        | 911.00   | SF   | 2.40       | 2,186.40            |
|                    | <b>Site Restoration Subtotal</b> |          |      |            | <b>3,735.90</b>     |
|                    |                                  |          |      |            |                     |
|                    | <b>SANITARY SEWER</b>            |          |      |            |                     |
| 23                 | 4" PVC Sewer Service             | 83.00    | LF   | 56.25      | 4,668.75            |
| 24                 | 4" PVC Sewer Service Cleanout    | 2.00     | EA   | 894.75     | 1,789.50            |
|                    | <b>Sanitary Sewer Subtotal</b>   |          |      |            | <b>6,458.25</b>     |
|                    |                                  |          |      |            |                     |
|                    | <b>SUBCONTRACTORS</b>            |          |      |            |                     |
| 25                 | SUB - Private Locate             | 1.00     | LS   | 728.35     | 728.35              |
|                    | <b>Subcontractors Subtotal</b>   |          |      |            | <b>728.35</b>       |
|                    |                                  |          |      |            |                     |
|                    | <b>Alternate Bid Subtotal</b>    |          |      |            | <b>12,607.85</b>    |
|                    |                                  |          |      |            |                     |
| <b>GRAND TOTAL</b> |                                  |          |      |            | <b>\$131,651.77</b> |

**NOTES:**

Bid Clarifications, Inclusions and Exclusions

**CLARIFICATIONS:**

ALL IMPORT AND EXPORT IS BASED ON SUPER SOLO TRUCKS UNLESS SPECIFICALLY NOTED OTHERWISE.  
REPAIR OF DAMAGED DONE TO EVERGREEN EXCAVATING INSTALLED WORK/ MATERIALS BY OTHER'S  
MUST BE PAID VIA CHANGE ORDER.

POTHOLING IN THE STREET TO VERIFY LOCATION, DEPTH OR SIZE OF EXISTING UTILITIES IS NOT  
INCLUDED AND WILL BE DONE AT RENTAL RATES.

IF PROJECT IS HALTED OR DELAYED BEYOND OUR CONTROL ADDITIONAL MOBILIZATION CHARGES MAY  
BE NECCESARY.

ANY WEATHER RELATED DELAYS WILL EXTEND AND AGREED TO SCHEDULE.

CREW DOWN TIME WITHIN EXISTING STREETS DUE TO UNLOCATED OR UNLOCATALBLE ITEMS WILL BE  
AT THE RENTAL RATES.

MATERIAL AND SUBCONTRACTOR PRICING IS EXTREMELY VOLITILE. ESCALATION WILL BE A PART OF  
THE SUBTRACT, IF AWARDED THE PROJECT.

ANY RETENTION WITHHELD WILL BE LIMITED TO A MAXIMUM OF FIVE (5) PERCENT.

THIS PROPOSAL IS BASED ON A 40-HOUR/ 5-DAY WORK WEEK, MONDAY THROUGH FRIDAY WITH  
PREVAILING WAGE RATES.

**INCLUSIONS:**

This proposal includes the following:

**\*BASE BID PRICING\***

Pothole existing sewer service at back of lot.

Saw cut and removal of ACP.

Demo and replace concrete curb for sewer services.

Clear and grub lots to accomadate for sewer service work.

Purchase and installation of sewer main structures and piping.

Purchase and installation of sewer services piping.  
Purchase and installation of sewer sleeves as needed.  
Subgrade & haul and place CSTC for concrete curb replacement.  
Restoration of lots after installation of sewer stubs.  
Subgrade for HMA.  
Pave roadway section.

**\*ALTERNATE BID PRICING\***

Remove and restore wooden fence.  
Clear & grub to back of lot for service connection.  
Purchase and installation of sewer service to back of lot and connection.  
Installation of sewer cleanouts.  
Restoration of lot 609 along sewer service route.

**EXCLUSIONS:**

Work associated with asbestos and hazardous/ contaminated/ regulated material including but not limited to excavation & backfill.  
Removal and disposal of buried (hidden, unknown) obstacles and/or debris.  
Over excavation and/or disposal of unsuitable material except as noted in the proposal. Import to replace exported fill except as noted in the proposal.  
Air drying (aeration) or soil conditioning to achieve compaction requirements. Use of rippers and/or breaker for excavation.  
Rock excavation more than one (1) cubic yard, shale, cemented till, etc.  
Removal and disposal of underground tank, wells and or septic systems.  
Relocation/ removal and/or temporary bracing of power, gas, cable, poles, signs, etc. Electrical, irrigation and landscaping sleeves.  
Surcharges relating to material or fuel increase.  
Night work or hours other than a standard daytime work shift.  
Visqueen, sandbags, straw mulch or jute matting other than noted in bid.  
Topsoil, hydroseeding other than noted in bid.  
Temp facilities or materials such as fencing, CSTC for walks and/or parking area except as noted in bid. Vertical bends at water lines unless shown.  
Control Density Fill (CDF) trench backfill.  
Select backfill of utility trenches except as noted in bid.  
Trenching, backfill or conduits for Dry Utilities except as noted in bid.  
Additional cleaning of Storm, Sewer, and Water systems after installation and inspection. Crew down-time due to utility conflicts within existing ROW's.  
Site de-watering (well points) of excavation and utility trenches except where noted in bid.  
Compaction or settlement guarantee of native material, maximum effort will be utilized.

This proposal is based upon acceptance within 30 days in its entirety.

**NOTE:**

Plans Bid:

JUB Engineers: Civil, Sewer; Dated: 09-23-2025

All work covered under this proposal is estimated to normal accepted industry standards and sequencing.

**GENERAL CONDITIONS:**

It is understood and agreed that Evergreen Excavating, shall not be held liable for any loss, damage, or delays occasioned by fire, strikes, vandalism, or material stolen after delivery upon premises, lockouts, or the public enemy, accidents, boycotts, material shortages, disturbed labor conditions, delayed delivery of materials from Seller's suppliers, force majeure, inclement weather, floods, freight embargoes, casues incident to national emergencies, war, or other causes beyond the reasonable control of Seller, whether of like or different character, or other causes beyond his control. The Seller may withdraw prices quoted herein at any time prior to receipt of the signed acceptance. In the event of any breach of this agreement, the prevailing party shall receive its reasonable court or arbitration costs and reasonable attorney's fees. Interest shall accrue at the rate of 1.5% per month or the highest rate allowed by law, whichever is less. Payments received shall be first applied to the interest with the remaining balance then applied to principal.

If you have any questions or require additional information regarding our proposal, please contact Evergreen Excavating. Thank you

Quote Accepted: \_\_\_\_\_

Date: \_\_\_\_\_





**BIG SKY**  
CORPORATION

10063 Navion Dr.  
Hayden, ID 83835  
208.772.9646

|                          |                                               |                    |           |
|--------------------------|-----------------------------------------------|--------------------|-----------|
| <b>To:</b>               | City Of Coeur D'Alene                         | <b>Contact:</b>    |           |
| <b>Address:</b>          | 710 Mullan Ave<br>Coeur D'Alene, ID 83814 USA | <b>Phone:</b>      |           |
|                          |                                               | <b>Fax:</b>        |           |
| <b>Project Name:</b>     | CITY OF CDA MEDINA SEWER RE ROUTE             | <b>Bid Number:</b> |           |
| <b>Project Location:</b> |                                               | <b>Bid Date:</b>   | 10/3/2025 |

| Item # | Item Description                        | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|-----------------------------------------|--------------------|------|------------|-------------|
| 1      | MOB                                     | 1.00               | UNIT | \$9,000.00 | \$9,000.00  |
| 2      | TRAFFIC CONTROL                         | 1.00               | LS   | \$3,000.00 | \$3,000.00  |
| 3      | 8" PVC SEWER MAIN                       | 348.00             | LF   | \$54.00    | \$18,792.00 |
| 4      | INSTALL SEWER MANHOLE                   | 2.00               | EACH | \$5,400.00 | \$10,800.00 |
| 5      | PAVEMENT REPAIR                         | 711.00             | SY   | \$84.00    | \$59,724.00 |
| 6      | SEWER SERVICE STUB                      | 3.00               | EACH | \$1,185.00 | \$3,555.00  |
| 7      | HAND SEED LANDSCAPE REPAIR              | 33.00              | SY   | \$48.00    | \$1,584.00  |
| 8      | CURB REPAIR                             | 20.00              | LF   | \$200.00   | \$4,000.00  |
| A1     | SEWER SERVICE CONNECTION WITH CLEANOUTS | 1.00               | EACH | \$8,880.00 | \$8,880.00  |
| A2     | HAND SEED LANDSCAPE REPAIR              | 95.00              | SY   | \$40.00    | \$3,800.00  |

**Total Bid Price:** \$123,135.00

**Notes:**

- The above prices do not include Performance and Payment Bond. Add 4% if bond is required.
- The above prices do not include Permits. If required, add \$5,000.
- DUE TO THE LIMITED DURATION OF THIS PROJECT, NO TEMPORARY ASPHALT REPAIR IS INCLUDED.
- BID ASSUMES NOVEMBER WORK. IF ASPHALT PLANTS CLOSE PRIOR TO THANKSGIVING, OR TEMPERATURES ARE NOT ADEQUATE FOR PERMANENT PAVING, COLD PATCH OR TEMPORARY PATCHING COSTS TO BE NEGOTIATED AND ARE NOT INCLUDED IN THIS ESTIMATE. STANDARD AMBIENT/GROUND TEMPERATURE REQUIREMENTS FOR ASPHALT PAVING MAY NEED TO BE WAIVED TO COMPLETE THIS PROJECT.

|                                                                                                                                                                                                 |                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>ACCEPTED:</b><br>The above prices, specifications and conditions are satisfactory and hereby accepted.<br><b>Buyer:</b> _____<br><b>Signature:</b> _____<br><b>Date of Acceptance:</b> _____ | <b>CONFIRMED:</b><br><b>Big Sky Corporation, Inc.</b><br><br><b>Authorized Signature:</b> _____<br><b>Estimator:</b> _____ |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|

**City of Coeur d'Alene**  
**FIRE DEPARTMENT**  
*"City of Excellence"*

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**Staff Report**

**Date:** October 21, 2025  
**From:** Lucas Pichette, Deputy Chief  
**Re:** Ratification of Sole Source Purchase of Motorola Equipment from Day Wireless

**DECISION POINT:** Should Council ratify the sole source purchase of Motorola radios, antennae, batteries, and microphones from Day Wireless for Fire Department vehicles?

**HISTORY:** This request covers two different purchases. The first is for the replacement of a radio, battery, and radio microphone in the amount of \$26,107.33. This replacement was anticipated in the normal course of Fire Department operations and was included in this fiscal year's approved Fire Department budget. The second is for two mobile radios to replace the radios from BC-3 that were lost in the June 2025 incident. This purchase was approved in Resolution No. 25-044, with the funds to come from the recently passed GO Bond. In Resolution No. 25-044, it was anticipated that the cost of the mobile radios, together with installation and miscellaneous organizational items, would be \$40,000.00. However, the final cost was only \$32,057.22. In addition, there are funds available for this purchase from the Fire Department's approved budget for this fiscal year, and, therefore, it is now proposed that the cost will be from the Department's approved equipment budget, instead of the GO Bond proceeds.

Because both purchases were under \$50,000.00, it was not thought that further action by Council was required. However, because the purchases occurred at the same time, it has been determined that they should have been considered as a single purchase under the City's Purchasing Policy and State statutes, and included in a Resolution for Council approval. Unfortunately, this equipment has already been purchased. Therefore, it is requested that Council ratify this purchase and authorize payment of the invoice, although a portion of the purchase had already been approved by Council.

In addition, it has been determined that there is only one (1) vendor reasonably available for this equipment due to need for compatibility of the equipment, components, accessories, replacement parts, and service, which are the paramount considerations for this purchase. Day Wireless is the only vendor of Motorola radios reasonably available in this area. Therefore, pursuant to Idaho Code § 67-2808(2), Council should declare that there is only one (1) vendor reasonably available and authorize the sole source purchase from Day Wireless. This declaration shall then be published in the official newspaper of the political subdivision for at least fourteen (14) calendar days prior to payment of the invoice.

**FINANCIAL ANALYSIS:** The total cost of the radios and accessories is \$58,164.55, and budgeted funds are available for the entire cost.

**PERFORMANCE ANALYSIS:** The Fire Department budgets for portable radio, battery and antennae purchases to replenish backup stock when these items break or wear out. However, additional radios were required due to the loss of BC-3.

**DECISION POINT/RECOMMENDATION:** City Council should declare there is only one (1) vendor reasonably available for the Motorola equipment required by the Fire Department and should ratify the purchase of said equipment in the amount of \$58,164.55 from Day Wireless.





PERSONAL PROPERTY & SERVICES PRICE  
REASONABLENESS FORM

To: Finance Department

From: Lucas Pichette

Date: 09-16-25

**Required Action:** Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: Mobile and portable radio's.

Purchase in financial plan? Yes ☒ No ☐ If yes, budget amount in financial plan - \$ 32,000

If non-budgeted – Date Council approved: \_\_\_\_\_

Competitive Quotes Obtained:

1<sup>st</sup> vendor name and price: Day wireless-58,164.55

2<sup>nd</sup> vendor name and price: \_\_\_\_\_

3<sup>rd</sup> vendor name and price: \_\_\_\_\_

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: Motorola is the only radio brand we purchase  
and with only one distributor we are given no choice on who we can purchase these from. With that being said  
we lost some radio's with the incident in June and added to the order to compensate.

Vendor Awarded: day wireless/Motorola Date: 09-16-25

New vendor to the City? Yes ☐ No ☒ If yes, attach a completed W-9

Department Head Signature: \_\_\_\_\_

Department: Fire

Date: 10/2/25

Comptroller Approval Signature: \_\_\_\_\_



**Motorola Solutions, Inc.**  
**500 West Monroe**  
**Chicago IL 60661**  
**United States**  
**Federal Tax ID: 36-1115800**

**Invoice 8282202714**

|                                   |                                   |                                   |
|-----------------------------------|-----------------------------------|-----------------------------------|
| <b>Issue Date</b><br>Sep 16, 2025 | <b>P.O. No.</b><br>LUCAS_PICHETTE | <b>P.O. Date</b><br>Aug 26, 2025  |
| <b>Sales Order</b><br>3203880011  | <b>Delivery No.</b><br>9112760715 | <b>Customer No.</b><br>1000250118 |

**Billing Address**

COEUR D'ALENE FIRE DEPT  
ATTN: Accounts Payable  
300 E FOSTER AVE  
COEUR D'ALENE ID 83814  
United States

**Shipping Address**

COEUR D'ALENE FIRE DEPT  
300 E FOSTER AVE  
COEUR D'ALENE ID 83814  
United States

**Important Information**

Ultimate Destination: United States  
Freight Terms: FREIGHT PREPAID  
Inco Term: CPT  
NEAREST PORT OF IMPORT

**For all invoice payment inquiries contact**

SLT8WB@motorolasolutions.com  
Telephone: 800-247-2346

**Payment Details****Payment Method / Terms**

Net Due in 30 Days

**Payment Address**

Motorola Solutions, Inc.  
13108 Collections Center Drive  
Chicago, IL 60693  
United States

**Bank**

Bank of America, Dallas

**Bank Account No.**

3756319806

**ABA Routing No. for ACH**

111000012

**ABA Routing No. for Wire Transfer**

026009593

**SWIFT**

BOFAUS3N

Invoice Total

**USD 48,085.83**

Payment Due Date Oct 16, 2025

**Pay Online**[motorolasolutions.com/billing](https://motorolasolutions.com/billing)

Invoice 8282202714

Please detach here and return the bottom portion with your payment

Page 1 of 3

**Payment Coupon****Invoice 8282202714****Issue Date**

Sep 16, 2025

**Customer No.**

1000250118

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

**Billing Address**

COEUR D'ALENE FIRE DEPT  
ATTN: Accounts Payable  
300 E FOSTER AVE  
COEUR D'ALENE ID 83814  
United States

**Payment Address**

Motorola Solutions, Inc.  
13108 Collections Center Drive  
Chicago, IL 60693  
United States

Invoice Total

**USD 48,085.83**

Tax Included 0.00

Payment Due Date **Oct 16, 2025**

Provide your remittance details to:

**US.remittance@motorolasolutions.com**

| #                                                       | Description                                                                | Ship Date    | Service Period | Unit Price | Qty | Amount     |
|---------------------------------------------------------|----------------------------------------------------------------------------|--------------|----------------|------------|-----|------------|
| 1                                                       | MOBILE RADIO APX8500 ALL BAND MP<br>SO Line No.: 1.1<br>ITEM# M37TSS9PW1AN | Sep 16, 2025 |                | 4,474.17   | 3   | 13,422.51  |
| <b>Serial No.</b><br>681CBT2009, 681CBT2010, 681CBT2011 |                                                                            |              |                |            |     |            |
| 1.1                                                     | MOBILE RADIO APX8500 ALL BAND MP<br>ITEM# M37TSS9PW1AN-A                   |              |                | 0.00       | 3   | 0.00       |
| 1.2                                                     | ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED<br>ITEM# GA01606AA               |              |                | 0.00       | 3   | 0.00       |
| 1.3                                                     | DEL: DELETE UHF BAND<br>ITEM# GA05509AA                                    |              |                | (584.00)   | 3   | (1,752.00) |
| 1.4                                                     | DEL: NO J600 ADAPTER CABLE NEEDED<br>ITEM# GA01517AA                       |              |                | 0.00       | 3   | 0.00       |
| 1.5                                                     | ADD: APX CONTROL HEAD SOFTWARE<br>ITEM# G444AH                             |              |                | 0.00       | 3   | 0.00       |
| 1.6                                                     | ADD: APX E5 CONTROL HEAD<br>ITEM# GA01670AA                                |              |                | 523.41     | 3   | 1,570.23   |
| 1.7                                                     | ADD: STD PALM MICROPHONE APX<br>ITEM# W22BA                                |              |                | 57.67      | 3   | 173.01     |
| 1.8                                                     | ADD: DASH MOUNT E5<br>ITEM# G66BN                                          |              |                | 100.74     | 3   | 302.22     |
| 1.9                                                     | SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX<br>ITEM# G806BL             |              |                | 413.91     | 3   | 1,241.73   |
| 1.10                                                    | ADD: AES ENCRYPTION AND ADP<br>ITEM# G843AH                                |              |                | 381.79     | 3   | 1,145.37   |
| 1.11                                                    | ADD: AUXILIARY SPKR 7.5 WATT APX<br>ITEM# B18CR                            |              |                | 48.18      | 3   | 144.54     |
| 1.12                                                    | ADD: BASELINE RELEASE SW<br>ITEM# QA09113AB                                |              |                | 0.00       | 3   | 0.00       |
| 1.13                                                    | ADD: ENHANCED DATA APX<br>ITEM# QA03399AA                                  |              |                | 129.21     | 3   | 387.63     |
| 1.14                                                    | SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING<br>ITEM# G996AS            |              |                | 86.14      | 3   | 258.42     |
| 1.15                                                    | SOFTWARE LICENSE ENH: SMARTZONE<br>ITEM# G51AT                             |              |                | 1,204.50   | 3   | 3,613.50   |
| 1.16                                                    | SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX<br>ITEM# G361AH            |              |                | 240.90     | 3   | 722.70     |
| 1.17                                                    | ADD: STD WARRANTY - NO ESSENTIAL<br>ITEM# GA05100AA                        |              |                | 0.00       | 3   | 0.00       |
| 1.18                                                    | ADD: ALL BAND MOBILE ANTENNA (7/8V/U)<br>ITEM# GA01513AB                   |              |                | 81.76      | 3   | 245.28     |



| #                                                       | Description                                                                             | Ship Date    | Service Period | Unit Price       | Qty | Amount     |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------|--------------|----------------|------------------|-----|------------|
| 2                                                       | PORTABLE RADIO APX 8000 ALL BAND<br>MODEL 2.5<br>SO Line No.: 2.1<br>ITEM# H91TGD9PW6AN | Sep 16, 2025 |                | 6,004.98         | 3   | 18,014.94  |
| <b>Serial No.</b><br>581CBT0022, 581CBT0023, 581CBT0024 |                                                                                         |              |                |                  |     |            |
| 2.1                                                     | PORTABLE RADIO APX 8000 ALL<br>BAND MODEL 2.5<br>ITEM# H91TGD9PW6AN-A                   |              |                | 0.00             | 3   | 0.00       |
| 2.2                                                     | ADD: ENHANCED DATA APX<br>ITEM# QA03399AA                                               |              |                | 129.21           | 3   | 387.63     |
| 2.3                                                     | DEL: DELETE UHF BAND<br>ITEM# QA05509AA                                                 |              |                | (584.00)         | 3   | (1,752.00) |
| 2.4                                                     | SOFTWARE LICENSE ENH: AES<br>ENCRYPTION AND ADP<br>ITEM# Q629AH                         |              |                | 381.79           | 3   | 1,145.37   |
| 2.5                                                     | SOFTWARE LICENSE ENH:<br>MULTIKEY<br>ITEM# H869BW                                       |              |                | 283.24           | 3   | 849.72     |
| 2.6                                                     | ADD: BASELINE RELEASE SW<br>ITEM# QA09113AB                                             |              |                | 0.00             | 3   | 0.00       |
| 2.7                                                     | ADD: PROGRAMMING OVER P25<br>(OTAP)<br>ITEM# G996AP                                     |              |                | 86.14            | 3   | 258.42     |
| 2.8                                                     | ADD: SMARTZONE OPERATION<br>ITEM# H38BS                                                 |              |                | 1,204.50         | 3   | 3,613.50   |
| 2.9                                                     | ADD: P25 9600 BAUD TRUNKING<br>ITEM# Q361AN                                             |              |                | 240.90           | 3   | 722.70     |
| 2.10                                                    | ADD: ASTRO DIGITAL CAI<br>OPERATION<br>ITEM# Q806CB                                     |              |                | 413.91           | 3   | 1,241.73   |
| 2.11                                                    | ALT: APX8000/XE HOUSING GREEN<br>ITEM# QA01427AG                                        |              |                | 21.90            | 3   | 65.70      |
| 2.12                                                    | PORTABLE RADIO ENH:<br>APX8000XE RUGGED RADIO<br>ITEM# QA02006AC                        |              |                | 687.66           | 3   | 2,062.98   |
| 2.13                                                    | EHN: STD 1 YR WARRANTY<br>APPLIES<br>ITEM# QA05100AA                                    |              |                | 0.00             | 3   | 0.00       |
| USD Subtotal                                            |                                                                                         |              |                | 48,085.83        |     |            |
| USD Total Tax                                           |                                                                                         |              |                | 0.00             |     |            |
| <b>USD Invoice Total</b>                                |                                                                                         |              |                | <b>48,085.83</b> |     |            |
| USD Amount Due                                          |                                                                                         |              |                | 48,085.83        |     |            |



Motorola Solutions, Inc.  
500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

**Invoice 1187156794**

|                                   |                                   |                                   |
|-----------------------------------|-----------------------------------|-----------------------------------|
| <b>Issue Date</b><br>Sep 29, 2025 | <b>P.O. No.</b><br>LUCAS_PICHETTE | <b>P.O. Date</b><br>Aug 26, 2025  |
| <b>Sales Order</b><br>3203880011  | <b>Delivery No.</b>               | <b>Customer No.</b><br>1000250118 |

**Billing Address**

COEUR D'ALENE FIRE DEPT  
ATTN: Accounts Payable  
300 E FOSTER AVE  
COEUR D'ALENE ID 83814  
United States

**Shipping Address**

COEUR D'ALENE FIRE DEPT  
300 E FOSTER AVE  
COEUR D'ALENE ID 83814  
United States

**Important Information****For all invoice payment inquiries contact**

SLT8WB@motorolasolutions.com  
Telephone: 800-247-2346

**Payment Details****Payment Method / Terms**

Net Due in 30 Days

**Payment Address**

Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago, IL 60693  
United States

**Bank**

CHICAGO

**Bank Account No.**

3756319819

**ABA Routing No. for ACH**

111000012

**ABA Routing No. for Wire Transfer**

026009593

**SWIFT**

BOFAUS3N

Invoice Total

**USD 10,078.72**

Payment Due Date Oct 29, 2025

[Pay Online](#)[motorolasolutions.com/billing](https://motorolasolutions.com/billing)

Invoice 1187156794

Please detach here and return the bottom portion with your payment

Page 1 of 2

**Payment Coupon****Invoice 1187156794****Issue Date**

Sep 29, 2025

**Customer No.**

1000250118

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

**Billing Address**

COEUR D'ALENE FIRE DEPT  
ATTN: Accounts Payable  
300 E FOSTER AVE  
COEUR D'ALENE ID 83814  
United States

**Payment Address**

Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago, IL 60693  
United States

Invoice Total

**USD 10,078.72**

Tax Included 0.00

Payment Due Date **Oct 29, 2025**

Provide your remittance details to:

[US.remittance@motorolasolutions.com](mailto:US.remittance@motorolasolutions.com)

| #                        | Description                                                                               | Ship Date | Service Period | Unit Price | Qty | Amount           |
|--------------------------|-------------------------------------------------------------------------------------------|-----------|----------------|------------|-----|------------------|
| 1                        | XVE500 DIV 1 REMOTE SPEAKER MIC,<br>HIGH IMPACT GREEN WITH KNOB, UL<br>ITEM# PMMN4154B    |           |                | 584.00     | 4   | 2,336.00         |
| 2                        | PORTABLE RADIO BATTERY IMPRES 2 LI-<br>ION UL2054 DIV2 R IP68 3400T<br>ITEM# PMNN4504A    |           |                | 179.00     | 40  | 7,160.00         |
| 3                        | CHARGER, DESKTOP SINGLE UNIT<br>IMPRES 2, FAST US/NA<br>ITEM# NNTN8860B                   |           |                | 145.68     | 4   | 582.72           |
| 4                        | "THIS IS NOT A SHIPPING INVOICE. IT IS<br>BEING GENERATED PER THE<br>CUSTOMER'S REQUEST." |           |                | 0.00       | 1   | 0.00             |
| USD Subtotal             |                                                                                           |           |                |            |     | 10,078.72        |
| USD Total Tax            |                                                                                           |           |                |            |     | 0.00             |
| <b>USD Invoice Total</b> |                                                                                           |           |                |            |     | <b>10,078.72</b> |
| USD Amount Due           |                                                                                           |           |                |            |     | 10,078.72        |



**City Council  
STAFF REPORT**

DATE: *October 21, 2025*

FROM: Lt. Bill Tilson Jr., Police Department

SUBJECT: Authorization to purchase police vehicles for Police Department

-----  
**DECISION POINT:** Should the City Council approve the purchase of six (6) 2026 Chevrolet Tahoes for patrol use.

**HISTORY:** The Police Department routinely maintains patrol vehicles for use. Older vehicles move to other needed divisions within the Department then eventually are moved to surplus or training needs. This is done yearly to ensure a safe fleet.

**FINANCIAL ANALYSIS:** \$350,500 was already allocated in the 2025-2026 FY budget for vehicle replacement. The vehicles are being purchased locally for the state government contract of \$56,785.20 each for a total of \$340,771.20. The purchase will go through the Smith Group; the authorized dealer for the state contract attached to the Price Reasonableness Form.

**PERFORMANCE ANALYSIS:** In the daily operations of our police department, fleet vehicles are more than just modes of transportation—they are essential tools that directly impact officer safety, response times, and community service. Over time, these vehicles endure extreme wear and tear due to the nature of police work: high-speed responses, prolonged idling during authorized activities, and the constant transport of equipment and individuals. Unlike civilian vehicles, police units operate nearly 24/7, often accumulating mileage and mechanical stress at a rate far beyond standard expectations. As these vehicles age, maintenance costs rise sharply. Breakdowns become more frequent, and reliability diminishes. This not only strains our budget but also compromises officer readiness and public safety. A delayed response due to a mechanical failure can mean the difference between life and death in critical situations. Moreover, older vehicles lack modern safety features and technological upgrades that enhance communication, navigation, and situational awareness—tools that are now standard in newer models and vital for effective policing.

Replacing fleet vehicles is not a luxury; it is a necessity rooted in responsibility. It ensures our officers are equipped with dependable, safe, and efficient vehicles that support their mission to protect and serve. It also reflects our commitment to fiscal stewardship—investing in new vehicles reduces long-term maintenance costs and improves fuel efficiency, ultimately saving taxpayer dollars.

**DECISION POINT/RECOMMENDATION:** Council allow the Police Department to purchase 6 Chevrolet Tahoes for police fleet use.



## PERSONAL PROPERTY & SERVICES PRICE REASONABLENESS FORM

To: **Finance Department**

From: Lt. Bill Tilson Jr.

Date: 10/08/2025

**Required Action:** Complete for procurements of:

- Any titled or rolling stock for not more than \$50,000;
- Property with a useful life of one year and more that cost between \$20,000 - 50,000
- All property between \$50,000 and \$100,000;

Personal property or Service Description: 6 Police vehicles - 2026 Chevrolet Tahoes (Fleet)  
\$56,785.20 each for a total of \$340,771.20

Purchase in financial plan? Yes ☒ No ☐ If yes, budget amount in financial plan - \$ 350,500

If non-budgeted – Date Council approved: \_\_\_\_\_

Competitive Quotes Obtained:

1<sup>st</sup> vendor name and price: The Smith Group \$56,785.20 each

2<sup>nd</sup> vendor name and price: \_\_\_\_\_

3<sup>rd</sup> vendor name and price: \_\_\_\_\_

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: \_\_\_\_\_

The Smith Group is authorized to sell fleet vehicles at the State of Idaho contract price (SBP018200325)

Vendor Awarded: The Smith Groups Date: October 8, 2025

New vendor to the City? Yes ☐ No ☒ If yes, attach a completed W-9

Department Head Signature: \_\_\_\_\_

Department: Police

Date: October 8, 2025

Comptroller Approval Signature: \_\_\_\_\_



**State of Idaho Contract Number SBPO18200325  
Amendment No. 7**

**Parties**

| Agency                                                              | Contractor                                                       |
|---------------------------------------------------------------------|------------------------------------------------------------------|
| Department of Administration<br>650 W. State St.<br>Boise, ID 83702 | Smith Chevrolet<br>3477 S Pioneer Drive<br>Idaho Falls, ID 83401 |

**Contract Summary**

|                                                                                                                                                                                                                   |                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Contract Name:</b> Statewide Vehicles<br><b>Contract Description:</b> Statewide Vehicles for Idaho Public Agencies<br><b>Original Effective Date:</b> 02/05/2018<br><b>Current Expiration Date:</b> 10/31/2025 | <b>Current Contract Value:</b> \$4,650,000.00<br><b>Contract Usage Type:</b> Open |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

**Agency Contacts**

| Contact Name                | Contact Type           | Contact Email               |
|-----------------------------|------------------------|-----------------------------|
| DOP Contract Administration | Contract Administrator | contractadmin@adm.idaho.gov |

**Contractor Contacts**

| Contact Name  | Contact Phone  | Contact Email          |
|---------------|----------------|------------------------|
| John Giannini | (208) 569-4112 | john@thesmithgroup.com |

**Recitals**

1. The Parties entered into a Contract (SBPO18200325) for Statewide Vehicles for Idaho Public Agencies, effective February 5, 2018.
2. With this Amendment No. 7, The Parties desire to extend the Contract, add funds, as further detailed below.

**Agreement**

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The term of the Contract is extended for two (2) months from September 1, 2025, to October 31, 2025. \$135,000 is added to the Contract.
2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
3. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.



Department of Administration

Smith Chevrolet

Signature: Shawnee Hunt

Name: Shawnee Hunt

Title: Contract Administrator

Date: 08/18/2025

Signature: 

Name: John Giannini

Title: Fleet / Commercial Manager

Date: 8/18/25

APPENDIX A – AREA MAP

INVITATION TO BID ITB03873

AREAS ARE COMBINATIONS OF  
ZONES:

AREA A is a combination of Zones 1 & 2

AREA B is a combination of Zones 3 & 4

AREA C is a combination of Zones 5 & 6

**AREA  
A**

BOUNDARY, BONNER, KOOTENAI,  
BENEWAH, SHOSHONE, LATAH,  
CLEARWATER, LEWIS, IDAHO,  
AND NEZPERCE COUNTIES.

**AREA  
B**

ADAMS, VALLEY, WASHINGTON, PAYETTE,  
GEM, BOISE, CANYON, ADA, ELMORE,  
OWYHEE, CAMAS, BLAINE, GOODING,  
LINCOLN, JEROME, AND TWIN FALLS  
COUNTIES.

**AREA  
C**

LEMHI, CLARK, FREEMONT,  
BUTTE, JEFFERSON, CUSTER,  
MADISON, TETON, POWER,  
BONNEVILLE, BANNOCK,  
CARIBOU, ONEIDA, CASSIA,  
FRANKLIN, BEAR LAKE,  
MINIDOKA, AND BINGHAM  
COUNTIES.

|    | A    | B                                                                       | C          | D          | E        | F                     | G            | H           | I            | J         | K         |
|----|------|-------------------------------------------------------------------------|------------|------------|----------|-----------------------|--------------|-------------|--------------|-----------|-----------|
| 1  |      | ITB18000254 - Statewide Vehicles                                        |            |            |          |                       |              |             |              |           |           |
| 2  |      | Manufacturer: Chevrolet                                                 |            |            |          |                       |              |             |              |           |           |
| 3  |      | Bidder (Company) Name: Smith                                            |            |            |          |                       |              | Mfg's       | Mfg's        | AREA A    | AREA B    |
| 4  |      | All vehicles to be bid are base model vehicles as defined in Section 5. |            |            |          |                       | Dealer-Net   | Dest.       | Gov't. Bid   | Dealer's  | Dealer's  |
| 5  |      |                                                                         |            |            |          |                       | Invoice      | Charge      | Assistance   | Margin    | Margin    |
| 6  |      |                                                                         |            |            |          |                       |              |             |              |           |           |
| 7  |      | Cars - Group 1                                                          |            |            |          |                       |              |             |              |           |           |
| 8  | Item | COMPACT CARS                                                            | Model Code | Model Year | Fuel     | Status                |              |             |              |           |           |
| 9  |      | TRAX FWD 4dr LS                                                         | 1TR58      | 2026       | GAS      | Available             | \$ 21,569.40 | \$ 1,395.00 | \$ 700.00    | \$ 700.00 |           |
| 10 |      |                                                                         |            |            |          |                       |              |             |              |           |           |
| 11 |      | Cars - Group 2                                                          |            |            |          |                       |              |             |              |           |           |
| 12 | Item | MIDSIZE SEDAN                                                           | Model Code | Model Year | Fuel     | Status                |              |             |              |           |           |
| 13 |      | NONE AVAILABLE                                                          |            |            |          | n/a                   |              |             |              |           |           |
| 14 |      |                                                                         |            |            |          |                       |              |             |              |           |           |
| 15 |      |                                                                         |            |            |          |                       |              |             |              |           |           |
| 16 |      | SUVs - Group 1                                                          |            |            |          |                       |              |             |              |           |           |
| 17 | Item | SPORTS UTILITY VEHICLE (SUV)                                            | Model Code | Model Year | Fuel     | Status                |              |             |              |           |           |
| 18 |      | Equinox FWD 4dr 1LT                                                     | 1PT26      | 2026       | Gas      | Available             | \$ 28,313.80 | \$ 1,795.00 | \$ 2,000.00  | \$ 700.00 | \$ 300.00 |
| 19 |      | Equinox AWD 4dr 2LT                                                     | 1PT26      | 2026       | Gas      | Available             | \$ 30,161.80 | \$ 1,795.00 | \$ 2,000.00  | \$ 700.00 | \$ 300.00 |
| 20 |      | Equinox EV FWD 2LT                                                      | 1MB48      | 2026       | Electric | Available             | \$ 34,283.70 | \$ 1,395.00 | \$ 10,000.00 | \$ 700.00 | \$ 300.00 |
| 21 |      | Equinox EV AWD 2LT                                                      | 1MB48      | 2026       | Electric | Available             | \$ 40,655.30 | \$ 1,395.00 | \$ 10,000.00 | \$ 700.00 | \$ 300.00 |
| 22 |      | Blazer FWD 2LT                                                          | 1NK26      | 2026       | Gas      | Pricing not available |              |             |              | \$ 700.00 | \$ 300.00 |
| 23 |      | Blazer AWD 2LT                                                          | 1NR26      | 2026       | Gas      | Pricing not available |              |             |              | \$ 700.00 | \$ 300.00 |
| 24 |      | Blazer EV AWD 4LT                                                       | 1MC26      | 2026       | Electric | Available             | \$ 46,096.20 | \$ 1,495.00 | \$ 10,000.00 | \$ 700.00 | \$ 300.00 |
| 25 |      | Trailblazer FWD 4dr 1LS                                                 | 1TR56      | 2026       | Gas      | Available             | \$ 23,463.80 | \$ 1,795.00 | \$ 1,400.00  | \$ 700.00 | \$ 300.00 |
| 26 |      | Trailblazer AWD 4dr                                                     | 1TV56      | 2026       | Gas      | Available             | \$ 25,331.80 | \$ 1,795.00 | \$ 1,400.00  | \$ 700.00 | \$ 300.00 |
| 27 |      | Traverse FWD 4dr                                                        | 1LB56      | 2026       | Gas      | Available             | \$ 39,594.20 | \$ 1,895.00 | \$ 2,600.00  | \$ 700.00 | \$ 300.00 |
| 28 |      | Traverse AWD 4dr                                                        | 1LB56      | 2026       | Gas      | Available             | \$ 41,442.20 | \$ 1,895.00 | \$ 2,600.00  | \$ 700.00 | \$ 300.00 |
| 29 |      | Tahoe RWD 4dr LS                                                        | CC10706    | 2026       | Gas      | Available             | \$ 57,921.40 | \$ 2,595.00 | \$ 1,000.00  | \$ 700.00 | \$ 300.00 |
| 30 |      | Tahoe AWD 4dr Commercial                                                | CK10706    | 2026       | Gas      | Available             | \$ 58,562.60 | \$ 2,595.00 | \$ 1,000.00  | \$ 700.00 | \$ 300.00 |
| 31 |      | Suburban RWD 4dr LS                                                     | CC10906    | 2026       | Gas      | Available             | \$ 60,669.40 | \$ 2,595.00 | \$ 1,400.00  | \$ 700.00 | \$ 300.00 |
| 32 |      | Suburban AWD 4dr LS                                                     | CK10906    | 2026       | Gas      | Available             | \$ 63,417.40 | \$ 2,595.00 | \$ 1,400.00  | \$ 700.00 | \$ 300.00 |
| 33 |      |                                                                         |            |            |          |                       |              |             |              |           |           |
| 34 |      |                                                                         |            |            |          |                       |              |             |              |           |           |
| 35 |      |                                                                         |            |            |          |                       |              |             |              |           |           |
| 36 |      | Trucks - Group 2                                                        |            |            |          |                       |              |             |              |           |           |
| 37 | Item | TRUCKS - 1500 SERIES                                                    | Model Code | Model Year | Fuel     | Status                |              |             |              |           |           |
| 38 |      | Silverado 2WD Reg Cab 126"                                              | CC10703    | 2026       | Gas      | Available             | \$ 35,760.90 | \$ 2,595.00 | \$ 2,900.00  | \$ 700.00 |           |
| 39 |      | Silverado 2WD Reg Cab 140"                                              | CC10903    | 2026       | Gas      | Available             | \$ 35,947.10 | \$ 2,595.00 | \$ 2,900.00  | \$ 700.00 |           |
| 40 |      | Silverado 2WD Double Cab 147"                                           | CC10753    | 2026       | Gas      | Available             | \$ 38,833.20 | \$ 2,595.00 | \$ 4,700.00  | \$ 700.00 |           |
| 41 |      | Silverado 2WD Crew Cab 147"                                             | CC10543    | 2026       | Gas      | Available             | \$ 41,067.60 | \$ 2,595.00 | \$ 4,800.00  | \$ 700.00 |           |
| 42 |      | Silverado 2WD Crew Cab 157"                                             | CC10743    | 2026       | Gas      | Available             | \$ 41,346.90 | \$ 2,595.00 | \$ 4,800.00  | \$ 700.00 |           |
| 43 |      | Silverado 4WD Reg Cab 126"                                              | CK10703    | 2026       | Gas      | Available             | \$ 40,043.50 | \$ 2,595.00 | \$ 3,500.00  | \$ 700.00 |           |
| 44 |      | Silverado 4WD Reg Cab 140"                                              | CK10903    | 2026       | Gas      | Available             | \$ 40,229.70 | \$ 2,595.00 | \$ 3,500.00  | \$ 700.00 |           |
| 45 |      | Silverado 4WD Double Cab 147"                                           | CK10753    | 2026       | Gas      | Available             | \$ 41,905.50 | \$ 2,595.00 | \$ 5,300.00  | \$ 700.00 |           |
| 46 |      | Silverado 4WD Crew Cab 147"                                             | CK10543    | 2026       | Gas      | Available             | \$ 44,139.90 | \$ 2,595.00 | \$ 5,400.00  | \$ 700.00 |           |
| 47 |      | Silverado 4WD Crew Cab 157"                                             | CK10743    | 2026       | Gas      | Available             | \$ 44,419.20 | \$ 2,595.00 | \$ 5,400.00  | \$ 700.00 |           |
| 48 |      | Silverado e4WD Crew Cab Standard Range 4WT                              | CT35843    | 2026       | Electric | Available             | \$ 51,568.60 | \$ 2,095.00 | \$ 10,000.00 | \$ 700.00 |           |
| 49 |      |                                                                         |            |            |          |                       |              |             |              |           |           |
| 50 |      | Trucks - Group 3                                                        |            |            |          |                       |              |             |              |           |           |
| 51 | Item | TRUCKS - 2500 SERIES                                                    | Model Code | Model Year | Fuel     | Status                |              |             |              |           |           |
| 52 |      | SILVERADO 2WD REG CAB 142"                                              | CC20903    | 2026       | Gas      | Available             | \$ 44,364.60 | \$ 2,595.00 | \$ 2,400.00  | \$ 700.00 |           |
| 53 |      | SILVERADO 2WD DBL CAB 149"                                              | CC20753    | 2026       | Gas      | Available             | \$ 45,921.80 | \$ 2,595.00 | \$ 3,500.00  | \$ 700.00 |           |
| 54 |      | SILVERADO 2WD DBL CAB 162"                                              | CC20953    | 2026       | Gas      | Available             | \$ 46,105.00 | \$ 2,595.00 | \$ 3,500.00  | \$ 700.00 |           |
| 55 |      | SILVERADO 2WD CREW CAB 159"                                             | CC20743    | 2026       | Gas      | Available             | \$ 47,570.60 | \$ 2,595.00 | \$ 3,300.00  | \$ 700.00 |           |
| 56 |      | SILVERADO 2WD CREW CAB 172"                                             | CC20943    | 2026       | Gas      | Available             | \$ 47,753.80 | \$ 2,595.00 | \$ 3,300.00  | \$ 700.00 |           |

|     | A    | B                                                                           | C          | D          | E        | F                     | G            | H           | I            | J         | K |
|-----|------|-----------------------------------------------------------------------------|------------|------------|----------|-----------------------|--------------|-------------|--------------|-----------|---|
| 57  |      | SILVERADO 4WD REG CAB 142"                                                  | CK20903    | 2026       | Gas      | Available             | \$ 46,929.40 | \$ 2,595.00 | \$ 3,000.00  | \$ 700.00 |   |
| 58  |      | SILVERADO 4WD DBL CAB 149"                                                  | CK20753    | 2026       | Gas      | Available             | \$ 48,486.60 | \$ 2,595.00 | \$ 4,100.00  | \$ 700.00 |   |
| 59  |      | SILVERADO 4WD DBL CAB 162"                                                  | CK20953    | 2026       | Gas      | Available             | \$ 48,669.80 | \$ 2,595.00 | \$ 4,100.00  | \$ 700.00 |   |
| 60  |      | SILVERADO 4WD CREW CAB 159"                                                 | CK20743    | 2026       | Gas      | Available             | \$ 50,135.40 | \$ 2,595.00 | \$ 3,900.00  | \$ 700.00 |   |
| 61  |      | SILVERADO 4WD CREW CAB 172"                                                 | CK20943    | 2026       | Gas      | Available             | \$ 50,318.60 | \$ 2,595.00 | \$ 3,900.00  | \$ 700.00 |   |
| 62  |      |                                                                             |            |            |          |                       |              |             |              |           |   |
| 63  |      | Trucks - Group 4                                                            |            |            |          |                       |              |             |              |           |   |
| 64  | Item | TRUCKS - 3500 SERIES                                                        | Model Code | Model Year | Fuel     | Status                |              |             |              |           |   |
| 65  |      | SILVERADO 2WD REG CAB 142"                                                  | CC30903    | 2026       | Gas      | Available             | \$ 45,463.80 | \$ 2,595.00 | \$ 2,000.00  | \$ 700.00 |   |
| 66  |      | SILVERADO 2WD DBL CAB 162"                                                  | CC30953    | 2026       | Gas      | Available             | \$ 47,204.20 | \$ 2,595.00 | \$ 3,100.00  | \$ 700.00 |   |
| 67  |      | SILVERADO 2WD CREW CAB 159"                                                 | CC30743    | 2026       | Gas      | Available             | \$ 48,669.80 | \$ 2,595.00 | \$ 3,300.00  | \$ 700.00 |   |
| 68  |      | SILVERADO 2WD CREW CAB 172"                                                 | CC30943    | 2026       | Gas      | Available             | \$ 48,853.00 | \$ 2,595.00 | \$ 3,300.00  | \$ 700.00 |   |
| 69  |      | SILVERADO 4WD REG CAB 142"                                                  | CK30903    | 2026       | Gas      | Available             | \$ 48,028.60 | \$ 2,595.00 | \$ 3,000.00  | \$ 700.00 |   |
| 70  |      | SILVERADO 4WD DBL CAB 162"                                                  | CK30953    | 2026       | Gas      | Available             | \$ 49,769.00 | \$ 2,595.00 | \$ 4,100.00  | \$ 700.00 |   |
| 71  |      | SILVERADO 4WD CREW CAB 159"                                                 | CK30743    | 2026       | Gas      | Available             | \$ 51,234.60 | \$ 2,595.00 | \$ 3,900.00  | \$ 700.00 |   |
| 72  |      | SILVERADO 4WD CREW CAB 172"                                                 | CK30943    | 2026       | Gas      | Available             | \$ 51,417.80 | \$ 2,595.00 | \$ 3,900.00  | \$ 700.00 |   |
| 73  |      |                                                                             |            |            |          |                       |              |             |              |           |   |
| 74  |      | Trucks - Group 5                                                            |            |            |          |                       |              |             |              |           |   |
| 75  | Item | CAB AND CHASSIS - 3500 SERIES                                               | Model Code | Model Year | Fuel     | Status                |              |             |              |           |   |
| 76  |      | SILVERADO 2WD REG CAB C&C 60" CA                                            | CC31003    | 2026       | Gas      | Available             | \$ 44,731.00 | \$ 2,595.00 | \$ 2,500.00  | \$ 700.00 |   |
| 77  |      | SILVERADO 2WD REG CAB C&C 84" CA                                            | CC31403    | 2026       | Gas      | Available             | \$ 44,914.20 | \$ 2,595.00 | \$ 2,500.00  | \$ 700.00 |   |
| 78  |      | SILVERADO 2WD CREW CAB C&C 60" CA                                           | CC31043    | 2026       | Gas      | Available             | \$ 48,120.20 | \$ 2,595.00 | \$ 3,000.00  | \$ 700.00 |   |
| 79  |      | SILVERADO 4WD REG CAB C&C 60" CA                                            | CK31003    | 2026       | Gas      | Available             | \$ 47,295.80 | \$ 2,595.00 | \$ 3,100.00  | \$ 700.00 |   |
| 80  |      | SILVERADO 4WD REG CAB C&C 84" CA                                            | CK31403    | 2026       | Gas      | Available             | \$ 47,479.00 | \$ 2,595.00 | \$ 3,100.00  | \$ 700.00 |   |
| 81  |      | SILVERADO 4WD CREW CAB C&C 60" CA                                           | CK31043    | 2026       | Gas      | Available             | \$ 50,685.00 | \$ 2,595.00 | \$ 3,600.00  | \$ 700.00 |   |
| 82  |      |                                                                             |            |            |          |                       |              |             |              |           |   |
| 83  |      |                                                                             |            |            |          |                       |              |             |              |           |   |
| 84  |      | Vans - Group 1                                                              |            |            |          |                       |              |             |              |           |   |
| 85  | Item | PASSENGER VAN                                                               | Model Code | Model Year | Fuel     | Status                |              |             |              |           |   |
| 86  |      | Express Passenger Van RWD 2500 135"                                         | CG23406    | 2026       | Gas      | Pricing not available |              |             | \$ 3,400.00  | \$ 700.00 |   |
| 87  |      | Express Passenger Van RWD 3500 135"                                         | CG33406    | 2026       | Gas      | Pricing not available |              |             | \$ 3,800.00  | \$ 700.00 |   |
| 88  |      | Express Passenger Van RWD 3500 155"                                         | CG33706    | 2026       | Gas      | Pricing not available |              |             | \$ 3,400.00  | \$ 700.00 |   |
| 89  |      |                                                                             |            |            |          |                       |              |             |              |           |   |
| 90  |      | Vans - Group 2                                                              |            |            |          |                       |              |             |              |           |   |
| 91  | Item | CARGO VAN                                                                   | Model Code | Model Year | Fuel     | Status                |              |             |              |           |   |
| 92  |      | Express Cargo Van RWD 2500 135"                                             | CG23405    | 2026       | Gas      | Pricing not available |              |             | \$ 3,200.00  | \$ 700.00 |   |
| 93  |      | Express Cargo Van                                                           | CG23705    | 2026       | Gas      | Pricing not available |              |             | \$ 3,600.00  | \$ 700.00 |   |
| 94  |      | Express Cargo Van                                                           | CG33405    | 2026       | Gas      | Pricing not available |              |             | \$ 3,600.00  | \$ 700.00 |   |
| 95  |      | Express Cargo Van                                                           | CG33705    | 2026       | Gas      | Pricing not available |              |             | \$ 3,600.00  | \$ 700.00 |   |
| 96  |      |                                                                             |            |            |          |                       |              |             |              |           |   |
| 97  |      |                                                                             |            |            |          |                       |              |             |              |           |   |
| 98  |      | Police - Group 1                                                            |            |            |          |                       |              |             |              |           |   |
| 99  | Item | POLICE EDITION                                                              | Model Code | Model Year | Fuel     | Status                |              |             |              |           |   |
| 100 |      | Tahoe AWD 4dr PPV                                                           | CK10706    | 2026       | Gas      | Available             | \$ 54,990.20 | \$ 2,595.00 | \$ 1,500.00  | \$ 700.00 |   |
| 101 |      | Silverado 4WD Crew Cab 1500 147" Work Truck PPV                             | CK10543    | 2026       | Gas      | Available             | \$ 51,756.30 | \$ 2,595.00 | \$ 3,900.00  | \$ 700.00 |   |
| 102 |      | Blazer EV AWD 2FL Police PPV                                                | 1MF26      | 2026       | Electric | Available             | \$ 53,030.00 | \$ 1,495.00 | \$ 10,000.00 | \$ 700.00 |   |
| 103 |      |                                                                             |            |            |          |                       |              |             |              |           |   |
| 104 |      |                                                                             |            |            |          |                       |              |             |              |           |   |
| 105 |      |                                                                             |            |            |          |                       |              |             |              |           |   |
| 106 |      | Tahoe                                                                       |            |            |          |                       |              |             |              |           |   |
| 107 |      | Off The Lot Vehicles                                                        |            |            |          |                       |              |             |              |           |   |
| 108 |      | Pricing calculated in the following fashion:                                |            |            |          |                       |              |             |              |           |   |
| 109 |      | Standard Contract Pricing (net invoice, factory options and delivery costs) |            |            |          |                       |              |             |              |           |   |
| 110 |      | Minus any fleet or other discounts available                                |            |            |          |                       |              |             |              |           |   |
| 111 |      | Plus Dealer installed Items                                                 |            |            |          |                       |              |             |              |           |   |
| 112 |      | Dealer Margin - Percentage Over Cost (example 5%)                           | 4%         |            |          |                       |              |             |              |           |   |



|     | L        | M            | N | O            |
|-----|----------|--------------|---|--------------|
| 57  | \$ 22.00 | \$ 47,224.40 |   | \$ 46,546.40 |
| 58  | \$ 22.00 | \$ 47,681.60 |   | \$ 47,003.60 |
| 59  | \$ 22.00 | \$ 47,864.80 |   | \$ 47,186.80 |
| 60  | \$ 22.00 | \$ 49,530.40 |   | \$ 48,852.40 |
| 61  | \$ 22.00 | \$ 49,713.60 |   | \$ 49,035.60 |
| 62  |          |              |   |              |
| 63  |          |              |   |              |
| 64  |          |              |   |              |
| 65  | \$ 22.00 | \$ 46,758.80 |   | \$ 46,080.80 |
| 66  | \$ 22.00 | \$ 47,399.20 |   | \$ 46,721.20 |
| 67  | \$ 22.00 | \$ 48,664.80 |   | \$ 47,986.80 |
| 68  | \$ 22.00 | \$ 48,848.00 |   | \$ 48,170.00 |
| 69  | \$ 22.00 | \$ 48,323.60 |   | \$ 47,645.60 |
| 70  | \$ 22.00 | \$ 28,699.80 |   | \$ 48,286.00 |
| 71  | \$ 22.00 | \$ 50,629.60 |   | \$ 49,951.60 |
| 72  | \$ 22.00 | \$ 50,812.80 |   | \$ 50,134.80 |
| 73  |          |              |   |              |
| 74  |          |              |   |              |
| 75  |          |              |   |              |
| 76  | \$ 22.00 | \$ 45,526.00 |   | \$ 44,848.00 |
| 77  | \$ 22.00 | \$ 45,709.20 |   | \$ 45,031.20 |
| 78  | \$ 22.00 | \$ 48,415.20 |   | \$ 47,737.20 |
| 79  | \$ 22.00 | \$ 47,490.80 |   | \$ 46,812.80 |
| 80  | \$ 22.00 | \$ 47,674.00 |   | \$ 46,996.00 |
| 81  | \$ 22.00 | \$ 50,380.00 |   | \$ 49,702.00 |
| 82  |          |              |   |              |
| 83  |          |              |   |              |
| 84  |          |              |   |              |
| 85  |          |              |   |              |
| 86  | \$ 22.00 | #VALUE!      |   | #VALUE!      |
| 87  | \$ 22.00 | #VALUE!      |   | #VALUE!      |
| 88  | \$ 22.00 | #VALUE!      |   | #VALUE!      |
| 89  |          |              |   |              |
| 90  |          |              |   |              |
| 91  |          |              |   |              |
| 92  | \$ 22.00 | #VALUE!      |   | #VALUE!      |
| 93  | \$ 22.00 | #VALUE!      |   | #VALUE!      |
| 94  | \$ 22.00 | #VALUE!      |   | #VALUE!      |
| 95  | \$ 22.00 | #VALUE!      |   | #VALUE!      |
| 96  |          |              |   |              |
| 97  |          |              |   |              |
| 98  |          |              |   |              |
| 99  |          |              |   |              |
| 100 | \$ 22.00 | \$ 56,785.20 |   | \$ 56,107.20 |
| 101 | \$ 22.00 | \$ 51,151.30 |   | \$ 50,473.30 |
| 102 | \$ 22.00 | \$ 45,225.00 |   | \$ 44,547.00 |
| 103 |          |              |   |              |
| 104 |          |              |   |              |
| 105 |          |              |   |              |
| 106 |          |              |   |              |
| 107 |          |              |   |              |
| 108 |          |              |   |              |
| 109 |          |              |   |              |
| 110 |          |              |   |              |
| 111 |          |              |   |              |
| 112 |          |              |   |              |



## CITY OF COEUR D'ALENE ANNUAL LEAF PICK-UP PROGRAM Begins Wednesday, November 12, 2025

The City of Coeur d'Alene's annual leaf pick-up program begins Wednesday, November 12<sup>th</sup>. **Please keep leaves on your property until Saturday, November 1<sup>st</sup>, 2025.** After November 1<sup>st</sup>, please rake your leaves and pine needles **about one foot away from the gutter/curb line** to allow for storm water flow. City crews and equipment are limited, so your cooperation is essential. **Leaves will be picked up only once**, so please do **not** place leaves in the street after crews have completed your area. Also, **do not include bagged leaves, branches, debris, or trash.**

Due to weather conditions, equipment, and unforeseen circumstances, City crews are unable to provide a precise schedule. Pick-up will begin **south of Sherman Avenue and move north**, with completion **expected by Friday, December 5<sup>th</sup>, 2025.**

### Leaf-fest 2025 Tips

#### DO:

- Keep leaves and needles on your property until **Saturday, November 1<sup>st</sup>**
- Move cars off of the street, if possible, during leaf pick-up
- Keep the leaves about **one-foot off the curb line** to help storm water flow
- Be alert for leaf pick-up equipment traveling through your neighborhood
- Keep a safe distance away from leaf pick-up heavy equipment
- Understand we have a short window between falling leaves and snowfall
- Note: City and private trucks are exempted from covering loads during the leaf pick-up. Sweepers will follow to collect excess leaves

#### DO NOT:

- Place **bagged leaves** in the street
- Mix **branches, rubble, or other debris** with leaves
- **Miss the deadline** — crews will only make **one pass** through each area

For updates and additional information, visit [www.cdavid.org/leafpickup](http://www.cdavid.org/leafpickup) or call the **Street Maintenance Information line at 208.769.2235.**

Follow our leaf pickup progress on-line at: <https://www.cdavid.org/leaf/>

## PUBLIC HEARINGS

## STAFF PRESENTATION



**CITY COUNCIL  
STAFF REPORT**

**FROM:** SEAN E. HOLM, SENIOR PLANNER

**DATE:** OCTOBER 21, 2025

**SUBJECT:** SITE SPECIFIC COEUR TERRE DEVELOPMENT AGREEMENT  
AMENDMENT TO CHANGE "CLUSTER TRIPLEX" AREA TO "ACTIVE  
ADULT SENIOR LIVING & MULTIFAMILY" (PLACE TYPE FLEXIBILITY)

**LOCATION:** PROPERTY COMMONLY KNOWN AS COEUR TERRE, SOUTH OF  
HANLEY AVE. AND THE SD#271 SCHOOL SITE (MAP OF AREA  
BELOW)

**APPLICANT:** KOOTENAI COUNTY LAND COMPANY, LLC

**\*\*AMENDMENT NO. 2 TO THE COEUR TERRE DEVELOPMENT AGREEMENT\*\***

**REQUEST:** The applicant, LREV 28 & 30, LLC, dba Kootenai County Land Company, LLC, seeks Amendment No. 2 to the Annexation and Development Agreement dated March 21, 2023 (File No. A-4-22) to modify Exhibit "E" (Conceptual Master Plan). The amendment changes the designation of a 23 ±-acre R-17 zoned area from "cluster triplex" to "active adult senior living & multifamily" to accommodate The Goat Apartments and Affinity at Coeur Terre.

**Note:** *A related application for a Planned Unit Development (PUD) and subdivision is scheduled for Planning Commission review on November 12, 2025.*

**BACKGROUND AND HISTORY:** The Coeur Terre project, a 438-acre planned community, was annexed into the City of Coeur d'Alene under the Annexation and Development Agreement dated March 21, 2023, with Exhibit "E" specifying "cluster triplex" for the 23±-acre area now proposed for multifamily development.

Following annexation, Kootenai County Land Company, LLC, applied for a four-lot short plat "Full Circle Tracts," located at the north end of the project. This short plat created four parcels: one for the City's water tower in the northeast corner (0.52-acres), another for future school site (20-acres), a commercially zoned parcel that has since been sold to a religious entity (10.91-acres), and finally a remainder parcel, containing a large area in the northwestern section designated as "multifamily" and part of which will be used for a future north/south trail, and utility extensions along the eastern edge (43.35-acres). Full Circle Tracts was recorded on December 6, 2023.

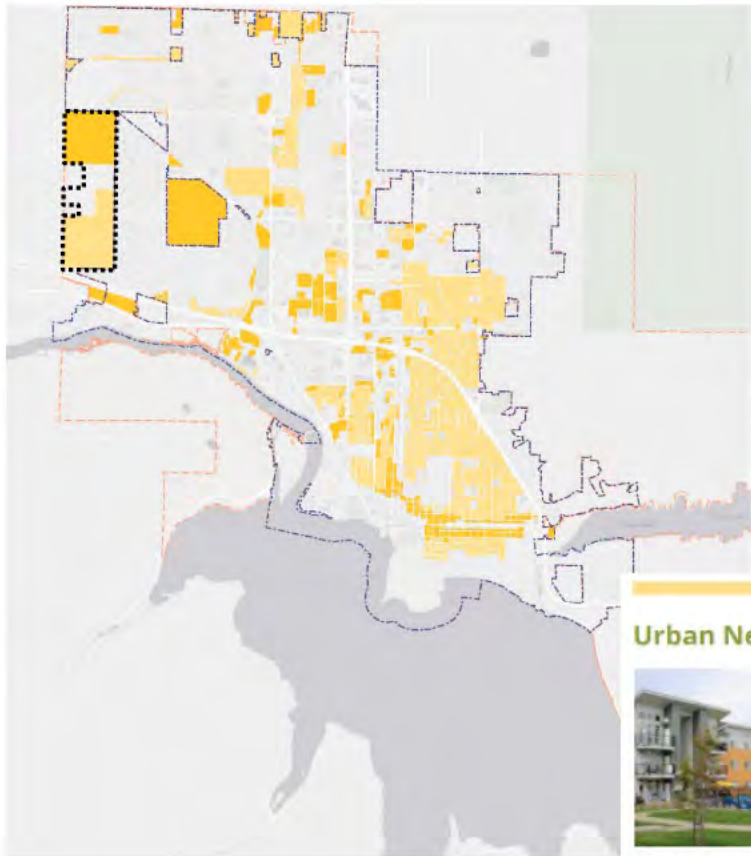
Amendment No. 1, partially approved on April 15, 2025, adjusted the wastewater utility timeline and rezoned a well site from C-17L to R-3 and at the same time returned the non-viable well site

Currently, proposed Amendment No. 2, modifies Exhibit "E" to designate a 23 ±-acre area as "active adult senior living & multifamily" to support the Coeur Terre 1 PUD, scheduled for review by Planning Commission in November, as noted above.

### Urban Neighborhood

PAGE 2 of 8





## Urban Neighborhood



### Key Characteristics

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

### Transportation

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

### Typical Uses

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

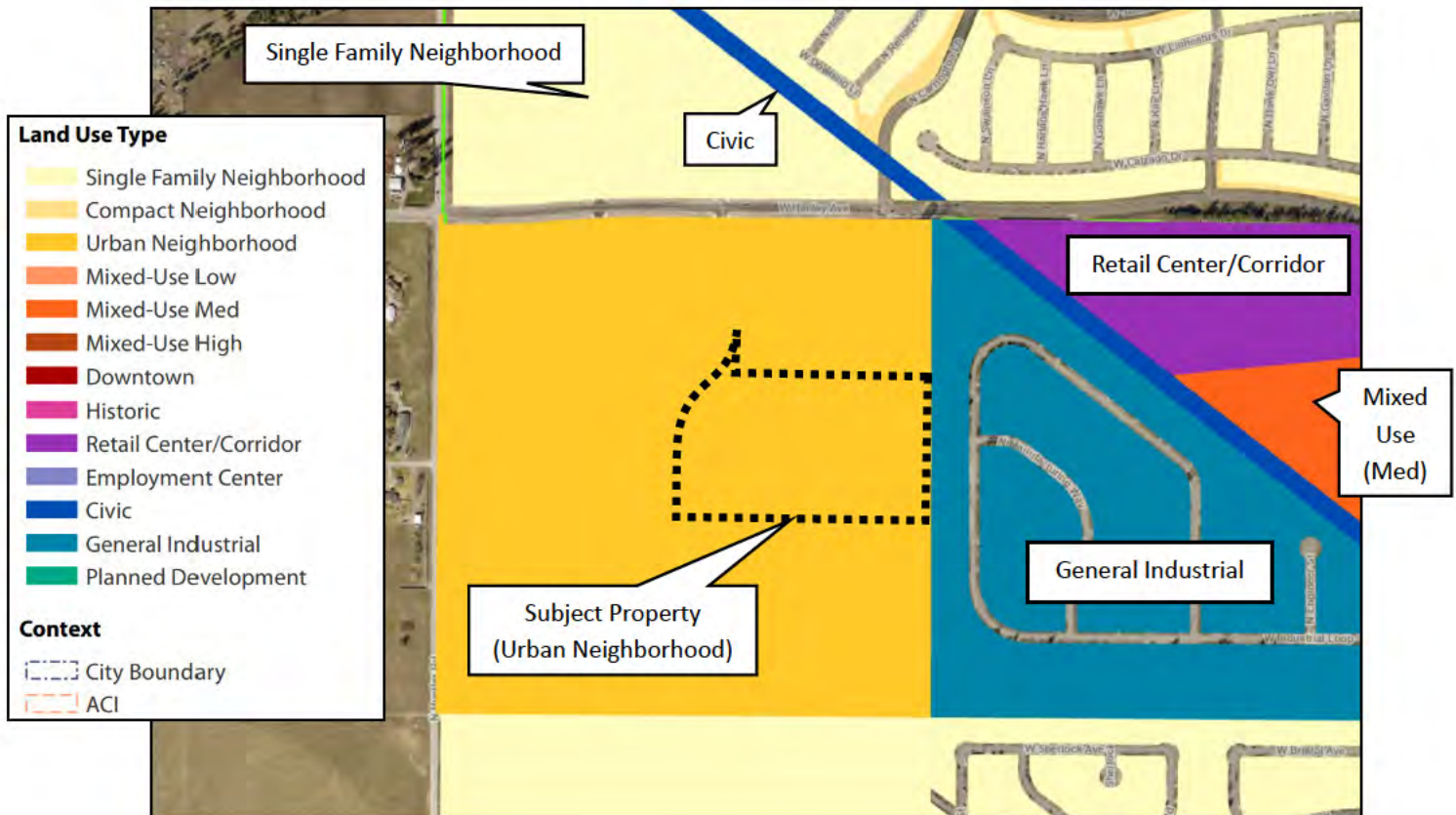


### Building Types

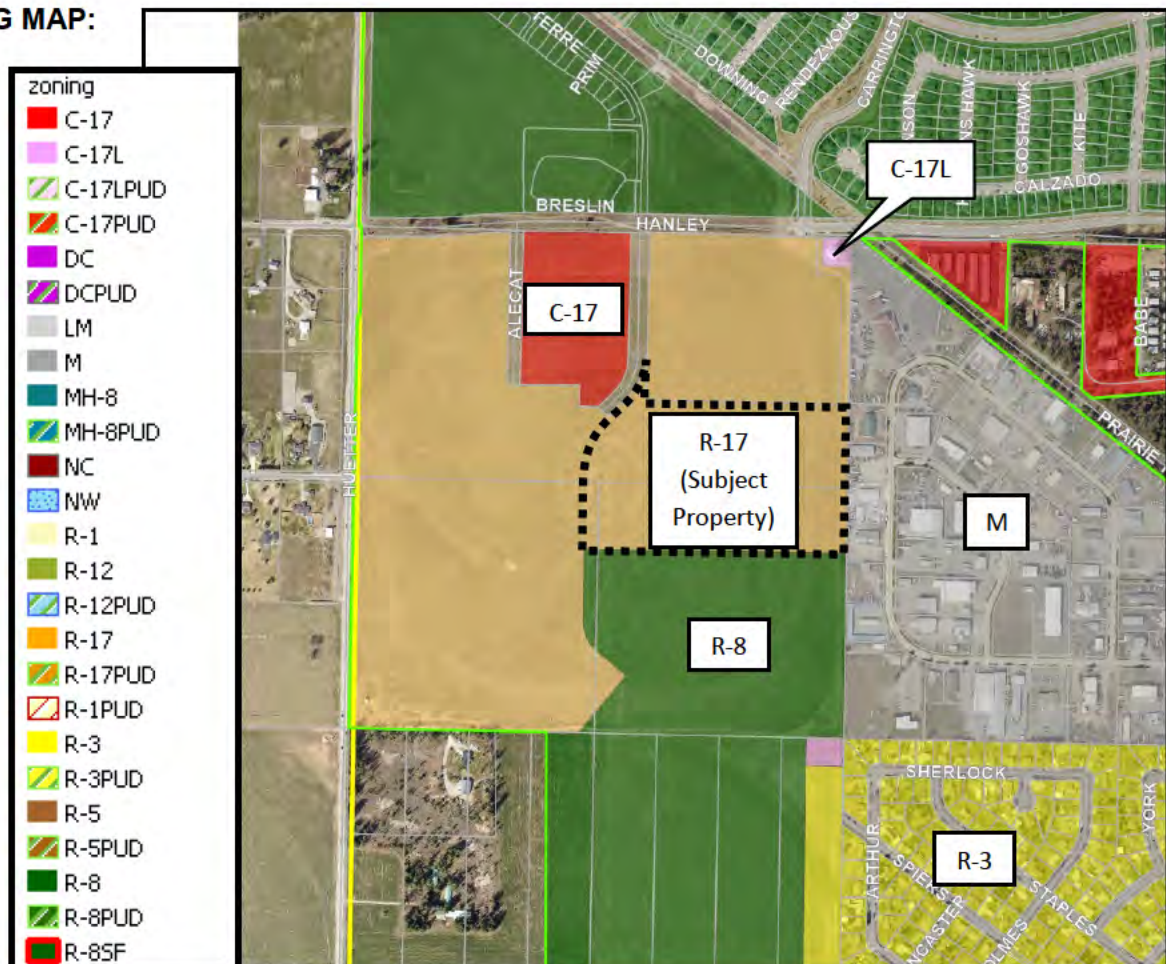
- Apartments, condominiums, townhomes

### Compatible Zoning

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



## ZONING MAP:





**COEUR D'ALENE MUNICIPAL CODE ON DEVELOPMENT AGREEMENTS:** Coeur d'Alene Municipal Code Title 17.50 governs development agreements. For amendments (17.50.050(B)), the Community Planning Director must determine if the amendment meets criteria, including that "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" (17.50.050(B)(6)) or involves substantial changes to land uses (17.50.050(B)(1)). Approval requires the amendment to be "necessary and reasonable" and "in the public interest."

**Approval Justification for Amendments:** The Community Planning Director must determine if the amendment meets specific criteria, including that "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" (17.50.050(B)(6)). Other criteria include substantial changes to land uses or site plans (B)(1), but the public interest element is key for justification.

**Reasoning Emphasis:** Approval requires demonstrating the amendment is "necessary and reasonable" and "in the public interest". This ensures amendments serve a public benefit, such as adapting to changed conditions while protecting community goals.

***Per the applicant's request letter:***

*The amendment retains the originally approved **multi-family residential use** but seeks to revise the permitted building types from "cluster triplex buildings" to a combination of an **Active Adult Senior Living Building** and **traditional 3-story walkup apartment buildings**, as depicted in the **Amended Conceptual Master Plan (Exhibit "E")**.*

**The Affinity Living Community and Goat Apartments Justification:**

- Diverse Housing Mix: "The proposed development blends a range of residential offerings—including active adult housing, market-rate multi-family apartments, and traditional single-family homes—with public parkland, multi-use trail networks, and integrated infrastructure."
- Adaptability to Market Needs: "The vision for Coeur Terre 1 reflects a coordinated effort to deliver diverse, high-quality housing options in a walkable and connected neighborhood setting."
- Support for Comprehensive Plan Goals: "Consistency: Fully consistent with the Comprehensive Plan and Coeur Terre Master Plan."
- Low Impacts and Compatibility: "Low Impacts: Age-restricted housing, limited traffic generation, no school burden, and quiet neighborhoods."
- Public Benefit and Community Enhancement: "Public Benefit: A 5.4-acre public park, multi-use trail system, complete streets, and affordable housing."
- Forward-Thinking Approach: "The Coeur Terre 1 project reflects a forward-thinking approach to growth in Coeur d'Alene: - Livability: Housing choice, walkable design, open space, and amenities."
- Economic and Social Value: "By blending thoughtful design with meaningful community benefits, Coeur Terre 1 is positioned to be a natural extension of Coeur d'Alene's residential fabric."

# **AMENDED EXHIBIT "E"** **(Generally Adhered to Design: Conceptual Master Plan)**



**DEPARTMENT COMMENTS:**

- **Fire Dept.:** The Fire Department expects to have a similar call volume from the proposed change of tri-plex to multi-family and does not find anything concerning with the overall change to structure type. *-Submitted by Justin Torfin, Deputy Fire Marshall*
- **Parks:** The Parks Department has no issue with these proposed changes. *-Submitted by Monte McCully, Parks Dept. Trails Coordinator*
- **Planning:** The proposed change to the structure type in the proposed area does not affect the original density approved by City Council. The existing R-17 zoning and the Urban Neighborhood Place Type both allow for active adult senior living and multifamily units, which are expected to be constructed as apartments. The reason this amendment was required is that the Cluster Triplex shown on the Conceptual Plan is a different structure type than apartments, even though they are also considered multifamily residential. Overall density of the Coeur Terre project will be governed by the underlying zoning and the Development Agreement, which imposes a total 2,800-unit Equivalent Residential Unit (ERU) cap.

Additionally, the affordable housing element of the original Development Agreement requires future development beyond the first 30 market-rate units to reserve at least 5% of owned and 5% of rental units for affordable/workforce housing at 80-130% AMI, with a mix of unit types and an annual compliance report.

- **Police Dept.:** With respect to the requested change from Cluster Triplex to Active Adult Senior Living & Multi-Family, PD does not see any substantial change in traffic usage and no significant change in estimated calls for service between the two use types and does not have any objection to this change. *-Submitted by David Hagar, Patrol Captain*
- **Streets & Engineering:** With the required Traffic Impact Analyses and Concurrency Analyses, traffic impacts will be analyzed and mitigation measures will be identified throughout the development. A change in structure type will not impact traffic. *-Submitted by Chris Bosley, City Engineer*
- **Wastewater:** The applicant's request to change structure types does not create any issues for the Wastewater utility at this time. *-Submitted by Larry Parsons, Wastewater Utility Project Manager*
- **Water:** Water has no issues with the proposed changes. *-Submitted by Kyle Marine, Water Department Director*

**ACTION ALTERNATIVES:** City Council must consider this request and approve, approve with modifications, or deny the amendment changing the "cluster triplex" area to "active adult senior living and multifamily units."

**Attachments:**

- Letter from LREV 28 & 30, LLC, dba Kootenai County Land Company, LLC, requesting Amendment No. 2 to the Annexation and Development Agreement dated March 21, 2023 (File No. A-4-22) to modify Exhibit "E" (Conceptual Master Plan)
- Revised Exhibit "E" (Conceptual Master Plan)
- Original Exhibit "E" (Conceptual Master Plan)



ANNEXATION AND DEVELOPMENT AGREEMENT

(File No. A-4-22)

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

WITNESSETH:

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

WHEREAS, on October 11, 2022, the Coeur d'Alene Planning and Zoning Commission recommended zoning of the Property in advance of annexation and approval of the requested annexation, subject to the successful completion of the annexation process. A copy of the approved Findings and Order is attached hereto and incorporated herein by reference as Exhibit "B;" and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Developer, the Owners, or their affiliates, performing the conditions hereinafter set forth. A copy of Council's Findings and Order is attached hereto and incorporated herein by reference as Exhibit "C;" and

WHEREAS, the Community Planning Director and the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof for the



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

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

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

NOW, THEREFORE,

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

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

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

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

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

## ARTICLE II: STANDARDS

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



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

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

### ARTICLE III. UTILITIES

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV: PUBLIC IMPROVEMENTS & DEDICATIONS

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



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

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

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

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

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

4.8 Water Facilities:

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



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

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

#### ARTICLE V: CONSIDERATION & FEES

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



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

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

#### ARTICLE VI. MISCELLANEOUS

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

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

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

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

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



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

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



- 6.16 Exhibits: All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.
- 6.17 Authority: Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
- 6.18 Time is of the Essence: Time is of the essence in this Agreement. The Parties agree that this Agreement will be finalized and recorded within six (6) months of annexation and zoning approval by the City Council.
- 6.19 Merger: The representations, warranties, covenants, conditions, and agreements of the parties contained in this Agreement shall survive the acceptance of any deeds, dedications, and/or easements.
- 6.20 Recordation, Merger, and Amendment: The Owners further agree this Agreement shall be recorded by the City at the Owners' expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City Code.
- 6.21 Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they pertain.
- 6.22 Compliance with Applicable Laws: The Owners agree to comply with all applicable Federal, State, and local laws and regulations.
- 6.23 Publication of Ordinance: The parties agree that, until the date of publication of the annexation ordinance, no final annexation of the Owners' Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owners' Property.
- 6.24 Promise of Cooperation and Mediation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the Parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement. If the Parties cannot amicably resolve the disagreement, then they agree to retain a mediator, acceptable to both parties, and to conduct at least four (4) hours of mediation prior to initiating a lawsuit against the adverse party.

- IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Melissa Wells has caused the same to be executed on behalf of the Owners, the day and year first above written.

By James Hammond  
James Hammond, Mayor

Kelley Setters  
Renata McLeod, City Clerk  
Deputy  
Kelley Setters

On this 21 day of March, 2023, before me, a Notary Public, personally appeared James Hammond and Renata McLeod, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

SHERRIE L. BADERTSCHER  
COMM. #20205077  
NOTARY PUBLIC  
STATE OF IDAHO

Sherrill Badenkoter  
Notary Public for Idaho  
Residing at Spirit Lake, ID  
My Commission expires: 12/28/2026



**DEVELOPER**  
**KOOTENAI COUNTY LAND COMPANY, LLC**

By Melissa Wells  
Melissa Wells, Manager

**OWNERS**

**LREV 27 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 28 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 29 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 30 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 31 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 32 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 33 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 34 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 35 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 36 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 37 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 38 LLC**

By Melissa Wells  
Melissa Wells, Manager

**LREV 39 LLC**

By Melissa Wells  
Melissa Wells, Manager

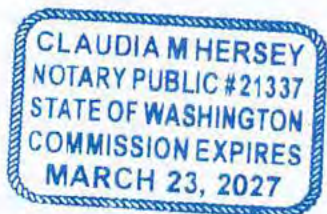
Washington  
STATE OF IDAHO )

) ss.

County of Kootenai ) Spokane

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

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



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



## EXHIBIT "A"

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

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

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

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH  $88^{\circ}39'33''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG THE EXISTING CITY LIMITS BOUNDARY OF THE CITY OF COEUR D'ALENE THE FOLLOWING 5 COURSES AND DISTANCES:

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

THENCE DEPARTING SAID EXISTING CITY LIMITS BOUNDARY, CONTINUING NORTH  $88^{\circ}04'43''$  WEST 751.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

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

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

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD, SOUTH  $88^{\circ}47'00''$  EAST, ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 745.81 FEET;

THENCE NORTH  $01^{\circ}08'46''$  EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 575.74 FEET;

THENCE NORTH  $88^{\circ}46'45''$  WEST 760.82 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE NORTH  $01^{\circ}08'46''$  EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD 745.56 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD, SOUTH  $88^{\circ}46'22''$  EAST 1062.89 FEET;

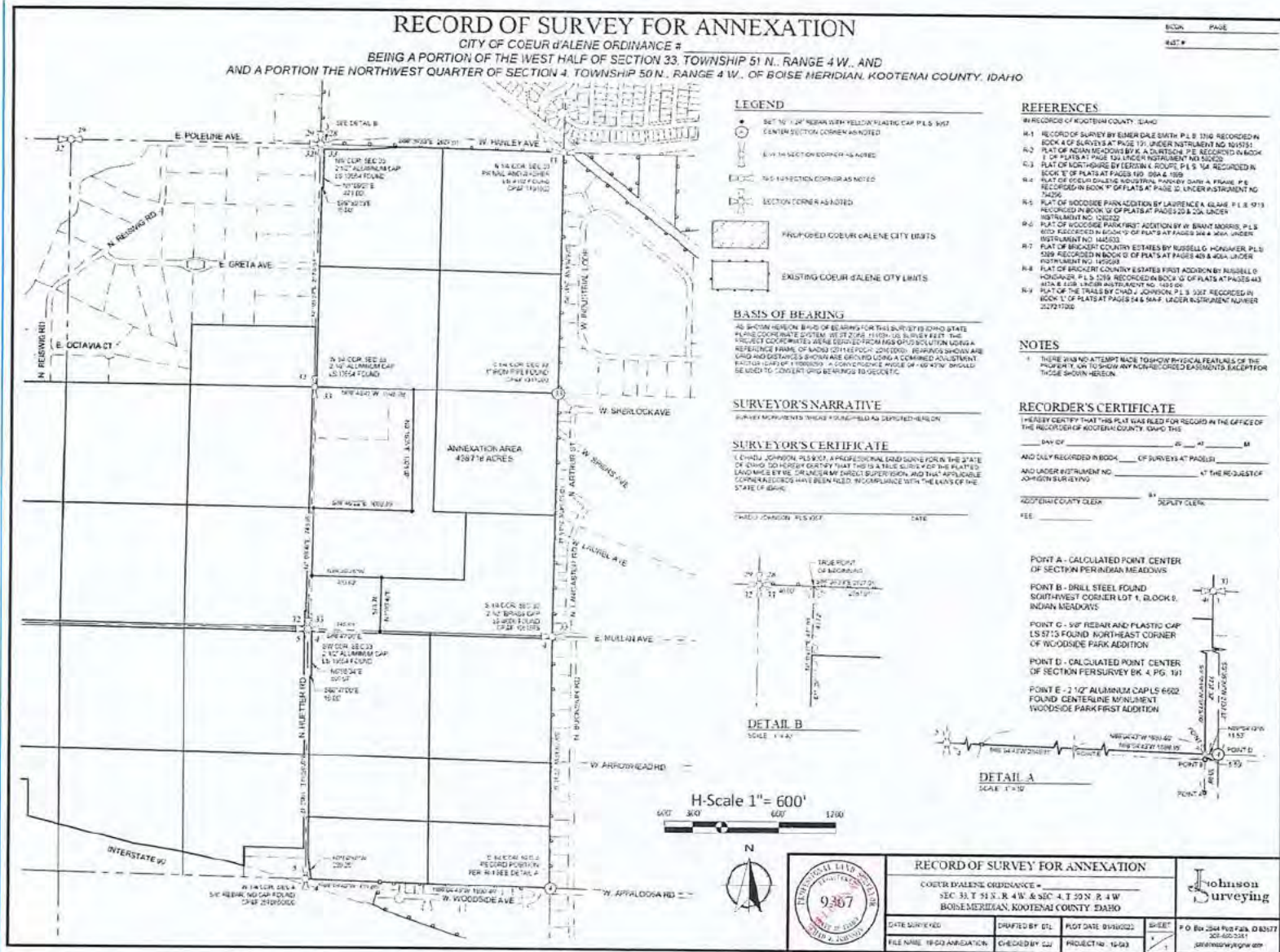
THENCE NORTH  $00^{\circ}15'35''$  EAST 1325.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH  $88^{\circ}45'41''$  WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1042.39 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

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

1. THENCE NORTH  $01^{\circ}09'27''$  EAST 2175.54 FEET;
2. THENCE SOUTH  $88^{\circ}39'33''$  EAST 15.00 FEET;
3. THENCE NORTH  $01^{\circ}09'27''$  EAST 471.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 438.718 ACRES, MORE OR LESS.





## **EXHIBIT “B”**

### **(Planning and Zoning Commission Findings and Order)**

#### **COEUR D'ALENE PLANNING COMMISSION**

#### **FINDINGS AND ORDER**

#### **A-4-22**

##### **A. INTRODUCTION**

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

APPLICANT: KOOTENAI COUNTY LAND COMPANY, LLC

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

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

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

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

##### **Community & Identity**

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



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

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

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

#### **Growth & Development**

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

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

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

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

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

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

C. ORDER: CONCLUSION AND DECISION

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

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

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

Water:

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

Wastewater:

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

Streets & Engineering (Transportation/Traffic):

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

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

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

#### Parks:

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

#### Planning:

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



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

Other:

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

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

**ROLL CALL:**

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

Commissioner Luttrupp was absent.

**Motion to approve carried by a 6 to 0 vote.**

  
CHAIRMAN TOM MESSINA



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

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

The Applicant is Kootenai County Land Company, LLC.

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

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

The City Council adopts items B1 through B7.

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

- Community and Identity Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement. *The development is in conformance with the Comprehensive Plan as citizens were involved in the process.*
- Community and Identity Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households. *The Developer will provide low-income housing as required in the Development Agreement with a required deed restriction to a certain area median income (percentage of AMI).*
- Community and Identity Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing. *The Developer will up to 2,800 units of multiple housing types and bedrooms, and provide low-income housing as required in the Development Agreement with a required deed restriction to a certain area median income (percentage of AMI).*
- Growth and Development Goal GD 1: Develop a mix of land uses throughout the city that balances housing and employment while preserving the qualities that make Coeur d'Alene a great place to live. *Coeur d'Alene has a balance of land uses throughout the City and this is a mixed use development, involving residential uses of various types and sizes, as well as commercial and civic uses.*
- Growth and Development Objective GD 1.1: Achieve a balance of housing product types and price points, including affordable housing, to meet City needs. *This is provided for in the Development Agreement.*
- Growth and Development Objective GD 1.5: Recognize neighborhood and district identities. *The Project is a great opportunity to create something unique with opportunities for families, including trails, parks, and schools.*
- Growth and Development Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth. *All of the City's utilities have examined the development proposal and planned for the future development. They are able to provide high-quality infrastructure to accommodate the proposed growth and development.*
- Growth and Development Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment. *The City's utilities have planned for future development and are able to provide high-quality infrastructure to accommodate growth and redevelopment.*
- Finding #B9: That public facilities and utilities are available and adequate for the proposed use. This is based on *staff input, the testimony of the developer, the proposed Annexation and Development Agreement, and the staff reports.*

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

#### **ORDER: CONCLUSION AND DECISION**

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

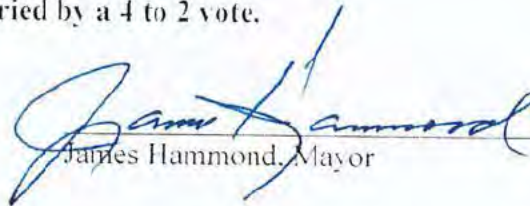
The City Council further orders that the Annexation shall be contingent on the Owners of the Property signing an Annexation and Development Agreement as approved by Council.

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

#### **ROLL CALL:**

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

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

  
James Hammond, Mayor



**EXHIBIT "D"**

**(Legal Descriptions of Zoning Districts & Corresponding Zoning Map)**

**ZONE C-17L (WATER TOWER)**

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

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

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

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

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

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

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

**ZONE C-17 (NORTH)**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

THENCE SOUTH 88°39'33" EAST 466.07 FEET TO THE TRUE POINT OF BEGINNING.  
*CONTAINING 12.239 ACRES, MORE OR LESS.*

#### ZONE R-17 (NORTH)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*CONTAINING 114.941 ACRES, MORE OR LESS.*

#### ZONE R-8

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

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33; THENCE SOUTH 88°45'41" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1067.39 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°45'41" EAST 166.75 FEET;

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

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

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

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

THENCE SOUTH 89°09'46" EAST 1389.12 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 00°52'54" WEST, ALONG LAST SAID EAST LINE 979.52 FEET TO THE CENTER OF SAID SECTION 33;

THENCE SOUTH 00°53'34" WEST 2645.44 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF THE PLAT OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO, A DISTANCE OF 2737.32 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 88°04'43" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4; A DISTANCE OF 2171.16 FEET;

THENCE NORTH 01°10'25" EAST 435.05 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 42.50 FEET, A CHORD BEARING OF NORTH 46°10'25" EAST, A CHORD DISTANCE OF 60.10 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 66.76 FEET;

THENCE SOUTH 88°49'35" EAST 1143.59 FEET;

THENCE NORTH 01°10'30" EAST 833.70 FEET;

THENCE NORTH 88°49'35" WEST 587.50 FEET;

THENCE NORTH 01°10'25" EAST 645.87 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 23°08'37" WEST, A CHORD DISTANCE OF 164.71 FEET, THROUGH A CENTRAL ANGLE OF 48°38'04", A DISTANCE OF 169.77 FEET;

THENCE NORTH 47°27'39" WEST 62.22 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 34°53'56" WEST, A CHORD DISTANCE OF 130.50 FEET, THROUGH A CENTRAL ANGLE OF 25°07'26", A DISTANCE OF 131.55 FEET;

THENCE NORTH 22°20'13" WEST 119.08 FEET;



THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 59°34'04" EAST, A CHORD DISTANCE OF 83.08 FEET, THROUGH A CENTRAL ANGLE OF 16°11'27", A DISTANCE OF 83.36 FEET; THENCE NORTH 51°28'20" EAST 244.38 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 26°05'43" EAST, A CHORD DISTANCE OF 252.86 FEET, THROUGH A CENTRAL ANGLE OF 50°45'15", A DISTANCE OF 261.32 FEET;

THENCE NORTH 00°43'05" EAST 493.51 FEET;

THENCE NORTH 88°46'45" WEST 1217.16 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

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

THENCE SOUTH 88°46'22" EAST 1062.89 FEET;

THENCE NORTH 00°15'35" EAST 1325.02 FEET TO THE TRUE POINT OF BEGINNING.

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

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

THENCE SOUTH 00°53'34" WEST, ALONG THE WEST LINE OF SAID PLAT OF NORTHSHIRE, 2605.44 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF NORTHSHIRE;

THENCE SOUTH 00°53'34" WEST 40.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST 40.00 FEET TO THE NORTHWEST CORNER OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS, 2697.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF WOODSIDE PARK ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 20, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE NORTH 88°04'43" WEST ALONG THE NORTH LINE OF SAID PLAT OF WOODSIDE PARK ADDITION AND THE NORTH LINE OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO; 1830.40 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF WOODSIDE PARK FIRST ADDITION;

THENCE NORTH 01°55'17" EAST 300 FEET;

THENCE SOUTH 88°04'43" EAST 1521.95 FEET TO A POINT WHICH IS 300 FEET WEST OF THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS;

THENCE NORTH 00°19'49" EAST 2430.34 FEET;

THENCE NORTH 00°53'34" EAST 2648.72 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 88°45'41" EAST 300.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 187.099 ACRES, MORE OR LESS.

### ZONE R-3

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

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

THENCE SOUTH 00°53'34" WEST, ALONG THE WEST LINE OF SAID PLAT OF NORTHSHIRE, 2605.44 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF NORTHSHIRE;

THENCE SOUTH 00°53'34" WEST 40.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST 40.00 FEET TO THE NORTHWEST CORNER OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS, 2697.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF WOODSIDE PARK ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 20, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE NORTH 88°04'43" WEST ALONG THE NORTH LINE OF SAID PLAT OF WOODSIDE PARK ADDITION AND THE NORTH LINE OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO; 1830.40 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF WOODSIDE PARK FIRST ADDITION;

THENCE NORTH 01°55'17" EAST 300 FEET;

THENCE SOUTH 88°04'43" EAST 1521.95 FEET TO A POINT WHICH IS 300 FEET WEST OF THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS;

THENCE NORTH 00°19'49" EAST 2430.34 FEET;

THENCE NORTH 00°53'34" EAST 2648.72 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 88°45'41" EAST 300.01 FEET TO THE POINT OF BEGINNING.

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

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

THENCE CONTINUING NORTH 00°24'13" EAST 150.00 FEET;

THENCE NORTH 89°35'47" WEST 150.00 FEET;

THENCE SOUTH 00°24'13" WEST 150.00 FEET;

THENCE SOUTH 89°35'47" EAST 150.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 47.053 ACRE, MORE OR LESS.

**ZONE C-17L (WELL SITE)**

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

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

THENCE CONTINUING NORTH 00°24'13" EAST 150.00 FEET;

THENCE NORTH 89°35'47" WEST 150.00 FEET;

THENCE SOUTH 00°24'13" WEST 150.00 FEET;

THENCE SOUTH 89°35'47" EAST 150.00 FEET TO THE TRUE POINT OF BEGINNING.

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

**ZONE R-17 (MIDDLE)**

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 785.82 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°47'00" EAST 371.35 FEET;

THENCE SOUTH 67°40'56" EAST 73.76 FEET;



THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 11°31'05" EAST, A CHORD DISTANCE OF 110.55 FEET, THROUGH A CENTRAL ANGLE OF 21°35'59", A DISTANCE OF 111.21 FEET;

THENCE NORTH 00°43'05" EAST 493.51 FEET;

THENCE NORTH 88°46'45" WEST 456.34 FEET;

THENCE SOUTH 01°08'46" WEST 575.74 FEET TO THE TRUE POINT OF BEGINNING.

*CONTAINING 6.076 ACRES, MORE OR LESS.*

#### ZONE C-17 (SOUTH)

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD AND TRUE POINT OF BEGINNING;

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

1. THENCE SOUTH 00°05'34" WEST 507.07 FEET;

2. THENCE NORTH 88°47'00" WEST 15.00 FEET;

3. THENCE SOUTH 00°05'34" WEST 1322.51 FEET;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 88°49'35" EAST 831.44 FEET;

THENCE NORTH 01°10'25" EAST 490.42 FEET;

THENCE NORTH 50°14'22" EAST 83.48 FEET;

THENCE NORTH 01°10'25" EAST 464.64 FEET;

THENCE SOUTH 88°49'35" EAST 165.32 FEET;

THENCE NORTH 01°10'25" EAST 65.95 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 23°08'37" WEST, A CHORD DISTANCE OF 164.71 FEET, THROUGH A CENTRAL ANGLE OF 48°38'04", A DISTANCE OF 169.77 FEET;

THENCE NORTH 47°27'39" WEST 62.22 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 34°53'56" WEST, A CHORD DISTANCE OF 130.50 FEET, THROUGH A CENTRAL ANGLE OF 25°07'26", A DISTANCE OF 131.55 FEET;

THENCE NORTH 22°20'13" WEST 119.08 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 59°34'04" EAST, A CHORD DISTANCE OF 83.08 FEET, THROUGH A CENTRAL ANGLE OF 16°11'27", A DISTANCE OF 83.36 FEET;

THENCE NORTH 51°28'20" EAST 244.38 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 36°53'42" EAST, A CHORD DISTANCE OF 148.49 FEET, THROUGH A CENTRAL ANGLE OF 29°09'16", A DISTANCE OF 150.11 FEET;

THENCE NORTH 67°40'56" WEST 73.76 FEET, TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 88°47'00" WEST 1117.16 FEET TO THE TRUE POINT OF BEGINNING;

*CONTAINING 39.158 ACRES, MORE OR LESS.*

#### ZONE R-17 (SOUTH)

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 88°47'00" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD; THENCE ALONG THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

1. THENCE SOUTH 00°05'34" WEST 507.07 FEET;

2. THENCE NORTH 88°47'00" WEST 15.00 FEET;

3. THENCE SOUTH 00°05'34" WEST 1322.51 FEET TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 88°49'35" EAST 831.44 FEET;

THENCE NORTH 01°10'25" EAST 490.42 FEET;

THENCE NORTH 50°14'22" EAST 83.48 FEET;

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THENCE NORTH 01°10'25" EAST 464.64 FEET;

THENCE SOUTH 88°49'35" EAST 165.32 FEET;

THENCE SOUTH 01°10'25" WEST 579.91 FEET;

THENCE SOUTH 88°49'35" EAST 587.50 FEET;

THENCE SOUTH 01°10'30" WEST 833.70 FEET;

THENCE NORTH 88°49'35" WEST 1143.59 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 42.50 FEET, A CHORD BEARING OF SOUTH 46°10'25" WEST, A CHORD DISTANCE OF 60.10, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 66.76 FEET;

THENCE SOUTH 01°10'25" WEST 435.05 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 88°04'43" WEST, ALONG LAST SAID SOUTH LINE 411.09 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

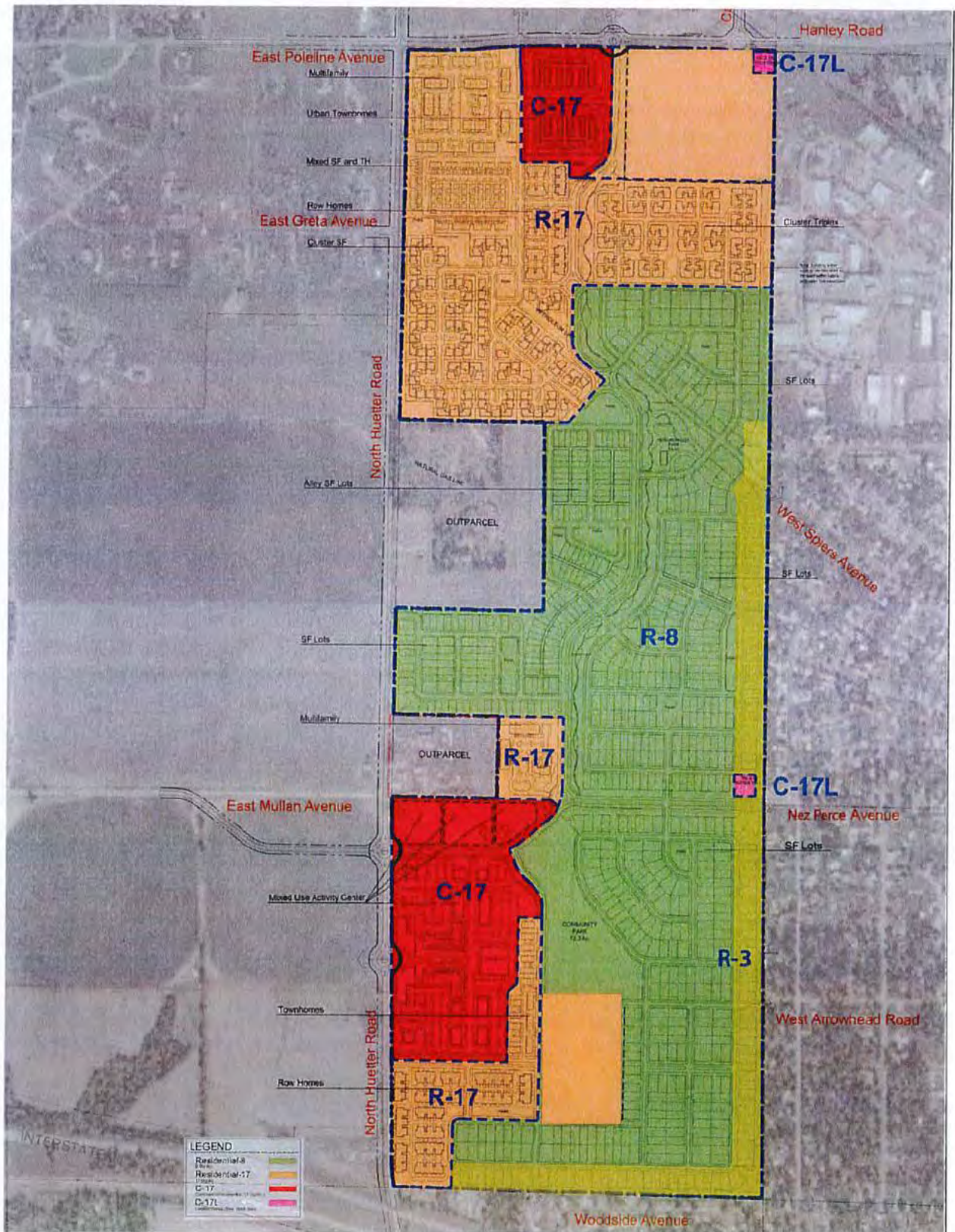
THENCE NORTH 07°59'16" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 239.25 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°05'34" EAST 639.95 FEET TO THE TRUE POINT OF BEGINNING.

*CONTAINING 30.428 ACRES, MORE OR LESS.*



# CORRESPONDING ZONING MAP:





(Generally Adhered to Design: Conceptual Master Plan)



**Concept Site Plan**  
East Montgomery  
Bundage County, Ohio

## EXHIBIT "F"

(Copy of MOU with School District #271)

### MEMORANDUM OF UNDERSTANDING

Coeur d'Alene School District #271 and LRE V, LLC

This memorandum of understanding ("MOU") is entered into on this 7<sup>th</sup> day of February, 2022 (the "Effective Date"), by and between LRE V, LLC, an Idaho limited liability company and its wholly owned subsidiaries which hold title to the subject properties (together with its successors and assigns, collectively referred to herein as, "Owner") and the Coeur d'Alene School District #271 (the "District"). Collectively, the District and Owner are referred to herein as the "Parties"; provided, however, the Parties acknowledge and agree that: (1) LRE V LLC holds the property for investment and does not intend to develop the subject Property and, instead, shall convey its interest in the subject Property, to an entity which intends to develop the Property and incident to that conveyance the transferee shall assume all obligations of the Owner under this MOU and (2) any reference herein to development, annexation or subdivision of the subject Property is in reference to actions to be taken by the transferee or successor in interest to the present Owner, which is signatory to this MOU.

#### RECITALS:

- A. The District is in need of, and has had significant difficulty locating, at a feasible price, appropriate real property for purposes of a new elementary school and middle school.
- B. The Owner desires to work with the District to donate certain property and sell other property to meet the District's needs as outlined below.
- C. Owner is the owner of certain unimproved real property located east of N. Huetter Rd., bounded to the north by what will be an extension of N. Hanley and to the south by W. Appaloosa Road, all of which property is located in Kootenai County, Idaho within the District's boundaries and generally depicted on Exhibit "A" hereto (the "Property").
- D. Owner intends to annex the Property into the jurisdiction of the City of Coeur d'Alene, Idaho in conjunction with (or followed by) an application for zoning and subdivision approval (the "Project").
- E. Owner intends to donate, and the District desires to accept, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately ten (10) acres, located within the Project near W. Appaloosa Road as generally depicted on Exhibit "B" hereto (the "Donated School Property"), subject to the terms of this MOU.
- F. In addition to the Donated School Property, the District intends to purchase, and Owner desires to sell, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately twenty (20) acres, located within the Project near N. Hanley as depicted on Exhibit "B" (the "Purchased School Property"). The Donated School Property and the Purchased School Property are sometimes referred to herein, collectively, as the "School Lots."

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 1



- G. The Parties desire to work together, in good faith, to achieve the mutual goals and interests outlined herein.

NOW THEREFORE, the Parties agree that the following steps outline the basic terms of the intended donative and sale transfers contemplated by the Parties:

1. Owner agrees (or to cause its successors in interest to agree) to work in good faith toward the following goals:
  - a. To submit (or cause its successor in interest to submit) applications to the City of Coeur d'Alene for the purposes of annexation, rezoning and subdivision of the Property in a timely manner not to exceed 180 days from the Effective Date of this agreement.
  - b. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to donate the Donated School Property to the District.
    - i. The location, layout, size and requested zoning of the Donated School Property shall be subjected to review by and coordination with the District before submission to the City.
    - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Donated School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
  - c. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to sell the Purchased School Property to the District.
    - i. The location, layout, size and requested zoning of the Purchased School Property shall be subjected to review by and coordination with the District before submission to the City.
    - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Purchased School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
  - d. To include (or cause its successors in interest to include) in its plans and factoring for the Project, the size and location of the School Lots as depicted on Exhibit "B", and to include the same in all studies submitted (including but not limited to sewer, water, roads and traffic) in order to complete all necessary submittals and infrastructure required to obtain final plat approval from the City of Coeur d'Alene.
2. The District agrees to work in good faith toward the following goals:
  - a. To work with Owner (or its successors in interest) on the location, layout, size and requested zoning of the School Lots consistent with the parameters outlined herein.

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 2



- b. To write a letter of support in favor of annexation and development of the Property to the City of Coeur d'Alene and otherwise support annexation and development of the Property as reasonably requested by Owner or its successors in interest.

3. The Parties recognize and agree that this Agreement is preliminary in nature and only addresses the conceptual shared goals of (i) annexation of the Property into the City; (ii) donation of the Donated School Property; and (iii) purchase of the Purchased School Property. If the Property is successfully annexed into the City, the Parties agree to work together in good faith to negotiate a subsequent MOU to address additional details such as (but not limited to) the purchase price for the Purchased School Property and the potential to share the cost of necessary infrastructure associated with the School Lots.

4. The Parties recognize and agree that any donation and/or purchase of real property requires the approval of the District's then sitting Board of Trustees, in addition to other requirements mandated by Idaho law.

5. All obligations of Owner under this MOU, any subsequent MOU, any Purchase Agreement or Donation Agreement shall be contingent on the prior annexation of the Property into the City of Coeur d'Alene and approval and undertaking of the subdivision and development of the subject Property.

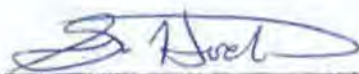
6. This MOU shall take effect on the Effective Date and can only be modified by a written document signed by the Parties. The Parties may mutually agree to terminate this MOU at any time and this MOU may be terminated by either party in the event of a material breach of any obligations set forth herein.

7. The Parties agree to work in good faith towards the goals outlined herein.

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

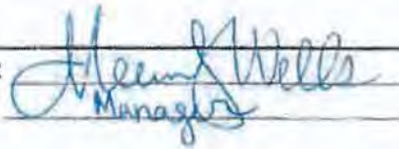
Coeur d'Alene School District #271

LRE V, LLC, an Idaho limited liability company



By: Dr. Shon Hocker  
Its: Superintendent

By:  
Its:

  
Manager

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 3

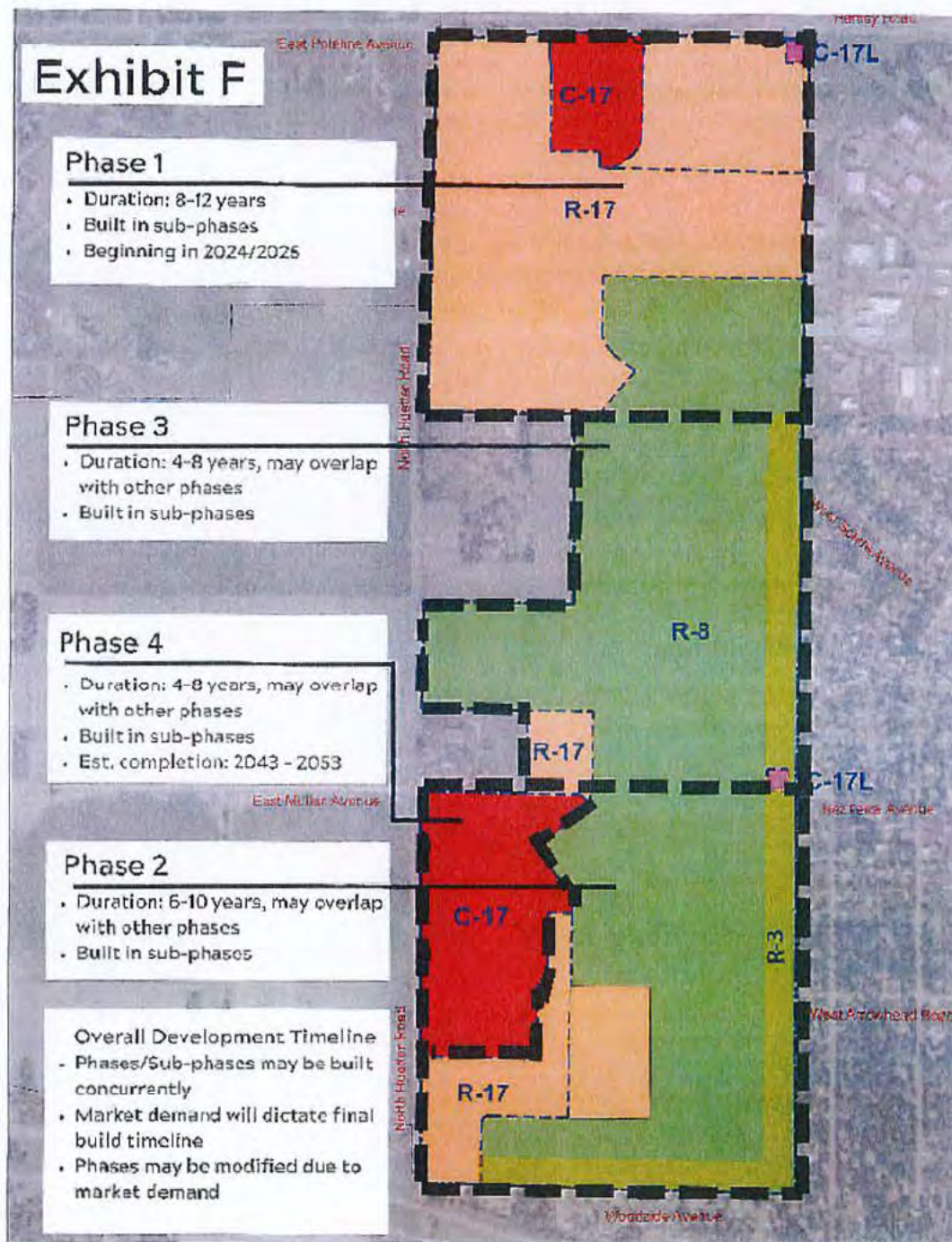


[illegible]

END OF EXHIBIT "F"



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



## ***City Council Meeting***



***October 21, 2025***

1

### **\*\* AMENDMENT NO. 2 TO THE COEUR TERRE DEVELOPMENT AGREEMENT \*\***

**APPLICANT:**

Melissa Wells  
dba Kootenai County Land Company, LLC  
1221 W. Emma Avenue, Suite 300 Coeur  
d'Alene, ID 83814



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**\*\* AMENDMENT NO. 2 TO THE  
COEUR TERRE DEVELOPMENT AGREEMENT \*\***

**REQUEST:**

To amend the conceptual master plan (Exhibit “E”) designation of a 23 ±-acre R-17 zoned area from “cluster triplex” to “active adult senior living & multifamily” to accommodate Affinity at Coeur Terre and The Goat Apartments.

***Note:** A related application for a Planned Unit Development (PUD) and subdivision is scheduled for Planning Commission review on November 12, 2025.*

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**\*\* AMENDMENT NO. 2 TO THE  
COEUR TERRE DEVELOPMENT AGREEMENT \*\***

**LOCATION:**

Property commonly known as Coeur Terre, south of Hanley Ave. and the SD#271 school site.

**LEGAL NOTICE:**

No legal noticing requirement is required, however; staff did publish the request to the CDA Press on 10/4/2025 and the applicant posted the area of request on 10/14/2025.

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## \*\* AMENDMENT NO. 2 TO THE COEUR TERRE DEVELOPMENT AGREEMENT \*\*

**Original  
Exhibit "E"**



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## \*\* AMENDMENT NO. 2 TO THE COEUR TERRE DEVELOPMENT AGREEMENT \*\*

### AMENDED EXHIBIT "E" (Generally Adhered to Design: Conceptual Master Plan)



6



## \*\* AMENDMENT NO. 2 TO THE COEUR TERRE DEVELOPMENT AGREEMENT \*\*

### AMENDED EXHIBIT "E" (Generally Adhered to Design: Conceptual Master Plan)



7

## \*\* AMENDMENT NO. 2 TO THE COEUR TERRE DEVELOPMENT AGREEMENT \*\*

Subject  
Property

**2042 Comprehensive Plan  
Future Land Use Map**

#### Urban Neighborhood



#### Key Characteristics

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

#### Transportation

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

#### Typical Uses

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

#### Building Types

- Apartments, condominiums, townhomes

#### Compatible Zoning

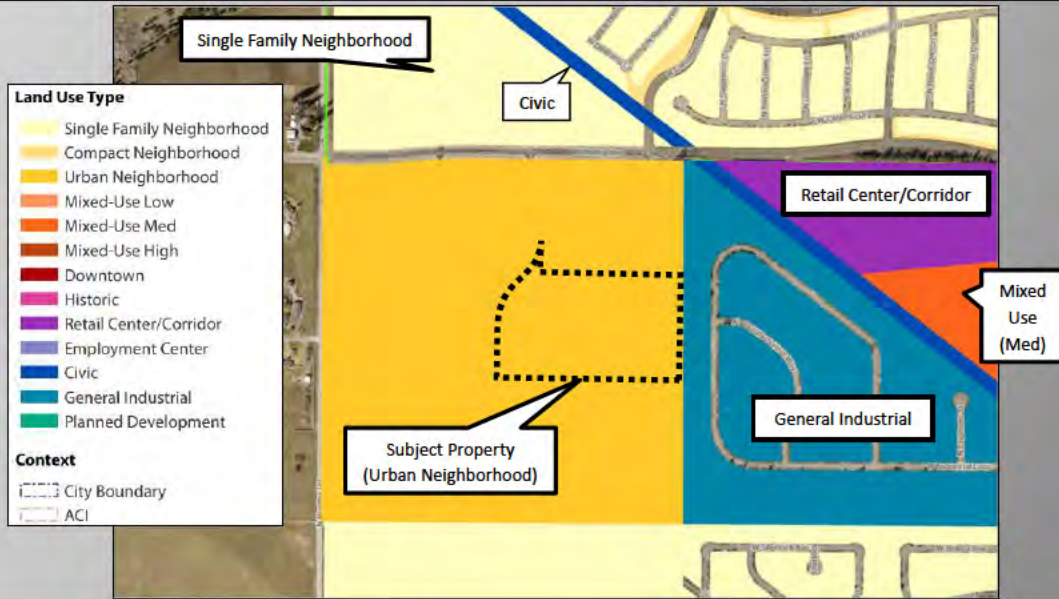
- R-17 and R-34SUF: NC, CC, C17, and C17L



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## \*\* AMENDMENT NO. 2 TO THE COEUR TERRE DEVELOPMENT AGREEMENT \*\*



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## \*\* AMENDMENT NO. 2 TO THE COEUR TERRE DEVELOPMENT AGREEMENT \*\*



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**\*\*AMENDMENT NO. 2 TO THE  
COEUR TERRE DEVELOPMENT AGREEMENT\*\***

**ACTION ALTERNATIVES:**

The City Council will need to consider this request to amend Exhibit “E”, which would change a site-specific place type from “cluster triplex” to “active adult senior living and multifamily”, and:

- ☐ Approve
- ☐ Approve with modifications
- ☐ Deny



## APPLICANT PRESENTATION





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**Melissa Wells**

Kootenai County Land Company  
1221 W. Emma Avenue, Suite 300  
Coeur d'Alene, ID 83814

**September 25, 2025**

**Sean Holm**

Senior Planner  
City of Coeur d'Alene Planning Department  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83814

**RE: Request to Amend Coeur Terre Annexation and Development Agreement –  
Conceptual Master Plan (Exhibit E)**

Dear Mr. Holm,

Please accept this letter as a formal request to amend the Conceptual Master Plan (Exhibit E) associated with the Coeur Terre Annexation and Development Agreement.

The area proposed for amendment includes portions of two existing parcels:

- **PID C-L878-001-001-0** (Lot 1, Block 1 of Full Circle Tracts SP), owned by LREV 28, LLC
- **PID C-0000-033-4300**, owned by LREV 30, LLC

The amendment retains the originally approved **multi-family residential use** but seeks to revise the permitted building types from “*cluster triplex buildings*” to a combination of an **Active Adult Senior Living Building** and **traditional 3-story walkup apartment buildings**, as depicted in the **Amended Conceptual Master Plan (Exhibit “E”)**.

The ±21-acre site remains within, and will continue to comply with, the development standards of the **R-17 zoning district**.

This amendment is proposed in response to evolving housing needs identified in a recent **market study by John Burns Real Estate Consulting**. The study indicates strong support for both senior housing and market-rate multi-family housing in this location to better serve current and future demand.



### **Key Benefits of the Proposed Amendment:**

- **Diverse Housing Options:** Introducing both Active Adult Senior Living and traditional multi-family housing allows the plan to serve a broader demographic, supporting greater affordability, walkability, and access to amenities.
- **Strategic Site Placement:** The 3-story walkup buildings are located on the eastern portion of the site—adjacent to an existing industrial park to the east and a future middle school to the north—thereby minimizing impacts to surrounding single-family neighborhoods.
- **Improved Connectivity:** The development will expand regional multi-use trail networks, providing publicly accessible connections that enhance community-wide mobility.
- **Reduced Traffic Impact:** Active Adult Senior Housing typically produces lower traffic volumes compared to traditional multi-family housing, helping to mitigate transportation-related concerns.

Enclosed for your review are the following:

- The originally approved **Conceptual Master Plan, Exhibit E**
- The proposed **Amended Conceptual Master Plan, Exhibit E**

Please feel free to contact me at your convenience should you have any questions or wish to discuss the submittal materials further.

Sincerely,

**Melissa Wells**  
Kootenai County Land Company

Enclosure

## Certificate Of Completion

Envelope Id: 66304A09-1016-4E18-928F-C33D82652AE2

Status: Completed

Subject: DA Amendment Request.docx

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Melissa Wells

AutoNav: Enabled

1859 N Lakewood Dr Suite 200,

Envelopeld Stamping: Disabled

Coeur d'Alene, ID 83814

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

mwells@lakeside-capital.com

IP Address: 47.19.209.234

## Record Tracking

Status: Original

Holder: Melissa Wells

Location: DocuSign

9/25/2025 2:37:31 PM

mwells@lakeside-capital.com

## Signer Events

### Signature

### Timestamp

Melissa Wells

mwells@lakeside-capital.com

Melissa Wells, on behalf of bride

Architerra Homes

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Uploaded Signature Image  
Using IP Address: 47.19.209.234  
Signed using mobile

Sent: 9/25/2025 2:37:32 PM

Viewed: 9/25/2025 2:37:37 PM

Signed: 9/25/2025 2:38:52 PM

Freeform Signing

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

gabe@thinklakeside.com

gabe@thinklakeside.com

Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 9/25/2025 2:38:53 PM

Viewed: 9/25/2025 2:39:13 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## Witness Events

### Signature

### Timestamp

## Notary Events

### Signature

### Timestamp

## Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

9/25/2025 2:37:32 PM

Certified Delivered

Security Checked

9/25/2025 2:37:37 PM

Signing Complete

Security Checked

9/25/2025 2:38:52 PM

Completed

Security Checked

9/25/2025 2:38:53 PM

## Payment Events

### Status

### Timestamps



## **Coeur Terre City Council Hearing October 21, 2025**

### **Development Agreement Amendment**

1

#### **Current Recap**

- What have we agreed to?
- Compliance to date.
- Commitments remain unchanged.



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## Amendment Request

### EXHIBIT "E" (Generally Adhered to Design: Conceptual Master Plan)



#### AMENDMENT REQUEST:

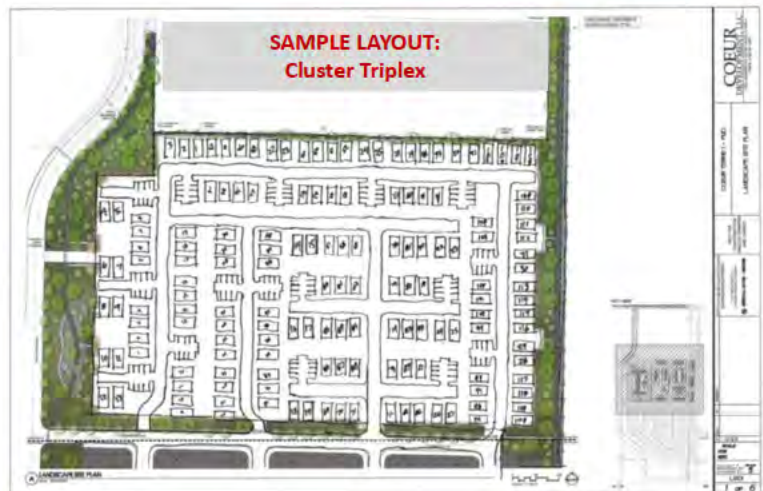
SWAP OUT  
ONE MULTI-FAMILY PRODUCT TYPE,  
THE CLUSTER TRIPLEX BUILDINGS  
  
FOR  
  
DIFFERENT MULTI-FAMILY PRODUCT  
TYPES OF THE SAME DENSITY

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## What is a Cluster Triplex?

A cluster triplex is a **multi-family building configuration** consisting of three attached dwelling units—often vertically stacked—designed to fit within a clustered site layout that emphasizes shared open space, compact footprints, and efficient land use.

These triplexes are often multi-level (up to 4 stories) and are commonly developed with living space above garages. While cluster triplexes can achieve higher densities, our sample layout provides 17 units per acre – the maximum allowed in the R-17 zone.



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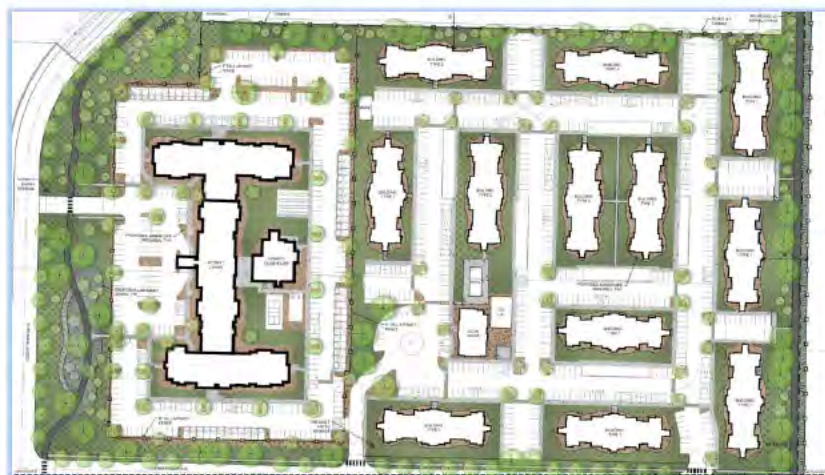
## Fewer Buildings, More Open Space, Same Density (or less)



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DA amendment rooted in  
Compatibility:

- The site is bordered on the north by school property, the east by an industrial park, and the south by single family lots.
- Multifamily carefully placed within the interior of the site – shielded by landscape tracts.
- Age-restricted housing minimizes traffic, noise, and school impacts.
- Open space, parks and tree-lined pathways enhance the neighborhood experience.



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**Amenity focused family apartments:**

- Ample outdoor and indoor amenities for residents
- Onsite parking for all residents
- Landscape buffers from surrounding uses and connections to trails and parks.
- Permanent affordable housing for CDA working families.



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**Active Adult age restricted (62+) housing:**

- A lifestyle community for seniors with amenities tailored to their needs.
- Age restricted housing reduces traffic impacts and noise on surrounding neighborhoods.
- Provides housing choice for a growing senior population in CDA.
- Provides permanently affordable units for seniors.



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Location and design rooted in minimizing impacts:

- The proposed site will provide an abundance of common areas open space, parks and pathways, while providing pedestrian connections to surrounding neighborhoods.
- Incorporates age-restricted housing to further lessen impacts to traffic, noise and public services.
- Locates the multi-family uses to the interior and adjacent to the Industrial Park to minimize the impacts on the surrounding residential uses.

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### **Amendment is necessary and reasonable?**

- ✓ Yes! The proposed Development Agreement amendment reflects current market realities, demographic shifts, and community housing needs that have evolved since the original conceptual plan was prepared. The amendment does not alter the approved zoning, density, or infrastructure commitments under the Coeur Terre Annexation & Development Agreement — it simply modernizes the housing product within the same R-17 land-use designation. It is **reasonable** because the proposed design remains fully consistent with the intent of Exhibit E —and actually produces **less traffic, less parking demand, and lower neighborhood impact** than the “cluster triplex” product shown in the conceptual master plan.

### **Amendments are in the public interest?**

- ✓ Yes. The proposed amendment remains consistent with the Coeur Terre Annexation Agreement, provides lower community impacts than the approved baseline, and introduces age-restricted housing that supports the City’s goals for housing diversity, traffic reduction, and quality of life.

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**Coeur Terre**  
**City Council Hearing**  
October 2025



RESOLUTION NO. 25-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDED EXHIBIT "E" (CONCEPTUAL MASTER PLAN) TO THE ANNEXATION AND DEVELOPMENT AGREEMENT WITH KOOTENAI LAND COMPANY, *ET AL.*, REGARDING MODIFICATIONS WITHIN THE +/- 23 ACRE AREA SOUTH OF HANLEY AVENUE AND THE SD#271 SCHOOL SITE.

WHEREAS, pursuant to Resolution No. 23-012 adopted the 21<sup>st</sup> day of March, 2023, the City of Coeur d'Alene entered into an Annexation and Development Agreement with Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, and LREV 39 LLC; and

WHEREAS, pursuant to Resolution No. 25-019, adopted the 15<sup>th</sup> day of April, 2025, the City of Coeur d'Alene authorized Amendment No. 1 to the Annexation and Development Agreement with Kootenai County Land Company, et al.; and

WHEREAS, the parties desire to adopt an Amended Exhibit "E" (Conceptual Master Plan) to the Annexation and Development Agreement. The amendment changes the designation of a +/- 23 acre R-17 zoned area from "cluster triplex" to "active adult senior living & multifamily" to accommodate The Goat Apartments and Affinity at Coeur Terre, as set forth the Amended Exhibit "E" (Conceptual Master Plan), attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such Amended Exhibit "E" be approved.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves Amended Exhibit "E" (Conceptual Master Plan) to the Annexation and Development Agreement with Kootenai Land Company, *et al.*, attached hereto as Exhibit "1" and by this reference incorporated herein, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said document provided that the substantive provisions of the document remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such documents as may be necessary to effectuate the amendment on behalf of the City.

DATED this 21<sup>st</sup> day of October, 2025.

---

Woody McEvers, Mayor

ATTEST:

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Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GOOKIN Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

# **AMENDED EXHIBIT "E"** **(Generally Adhered to Design: Conceptual Master Plan)**

