

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room at **4:00 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 G - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

February 7, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor Paul Van Noy with Candlelight 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.](#)

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

E. ANNOUNCEMENTS

1. City Council
2. Mayor - Appointment of Lindsey Sichelstiel and Abby Light to the Arts Committee, and Gina Davis to the Urban Forestry Committee.

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

1. Approval of Council Minutes for the January 17, 2023, Council Meeting.
2. Approval of General Services/Public Works Committee Meeting Minutes from January 23, 2023.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for Monday, February 13, 2023, at 12:00 noon.

6. Setting of a Public Hearings for February 21, 2023:
 - a. 1095 E. Timber Lane - Approval of a Development Agreement Limiting the Applicant to Build One (1) Single Family Home and One (1) Duplex on the Property for the Recently Approved Zone Change Request (ZC-2-22); Applicant: Richard and Susan Bennett
 - b. Fee Hearing: Fee Adjustments for the Parks and Recreation, Planning, and Water Departments.
7. Approval of SS-22-08 – Grover Addition Final Plat; located at: 1266 W Hanley Ave. (South side of Hanley Ave. between Idlewood & Pinegrove Dr.)
As Recommended by the City Engineer
8. Approval of the Cemetery Transfer from English Funeral Chapel to Sorin Nickleolescu, Section K, Block 3, Lot 7, Forest Cemetery. (\$40.00)
9. Approval of the Repurchase of a Cemetery Niche from Judie Frost, Section FOR, Block NR1, Niche 34 in the Amount of \$1,900.00.
10. **Resolution No. 23-009-**
 - a. Approval of the Repair and Rebuild of the Wastewater Centrifuge and Associated Gearbox from Alfa Laval, Inc., in the Amount of \$51,387.34.
 - b. Approval of the Purchase of a 25 HR Cargo AWD 148” WB V6 10-speed Transmission Vehicle in the Amount of \$67,490.00 for the Water Department.
In Accordance to the Purchasing Policy adopted by Res. 17-061
 - c. Approval of a Contract with TreanorHL for Design Services of the Masterplan and First Phase of the Police Remodel and Expansion Project.
As Recommended by the General Services/Public Works Committee

G. 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 for those items listed on the agenda.)

H. OTHER BUSINESS:

1. **Resolution No. 23-010** - Approval of the Acceptance and Implementation of the 2022 Wastewater Collection System (Sewer) Master Plan Update.

Staff Report by: Mike Becker, Wastewater Capital Program Manager

2. **Resolution No. 23-011** – Acceptance of Donated Artwork from Charles and Ginger Ford Entitled “U.S. Army Soldier” by Artist Terry Lee, into the City’s Public Art Collection.

Staff Report by: Stephanie Padilla, City Accountant

I. PUBLIC HEARING:

Feel free to sign up to testify in advance at <https://www.cdavid.org/signinpublic/Signinformlist>

1. (Quasi-judicial) – Coeur Terre Annexation Request
 - a. A-4-22- Annexation of +/- 440 Acres from County AG Suburban to City R-8, R-17, C-17L, & C-17 (Commonly Known as Coeur Terre) and Approval of an Annexation and Development Agreement. Location: N. of I-90, S. of W. Hanley Ave, E. of Huetter Rd; Applicant: Kootenai County Land Company, LLC.
 - b. **Council Bill No. 23-1002** – Ordinance Approving the Annexation of +/- 440 Acres from County AG Suburban to City R-8, R-17, C-17L, & C-17 (Commonly Known as Coeur Terre). Location: N. of I-90, S. of W. Hanley Ave, E. of Huetter Rd.
 - c. **Resolution No. 23-012:** Approval of Annexation and Development Agreement for Coeur Terre (A-4-22).

Staff Report by: Sean Holm, Senior Planner

J. ADJOURNMENT:



Coeur d'Alene CITY COUNCIL MEETING

February 7, 2023

**MEMBERS OF THE CITY COUNCIL:
Jim Hammond, Mayor
Council Members McEvers, English, Evans, Gookin, Miller, Wood**

ANNOUNCEMENTS

Memo to Council

DATE: January 27, 2023

RE: Appointment to Boards/Commissions/Committees

The following appointments are presented for your consideration for the February 7, 2023, Council Meeting:

| | |
|---------------------|----------------------------------|
| LINDSEY SICHELSTIEL | Arts Commission (Re-Appointment) |
| ABBY LIGHT | Arts Commission (Re-Appointment) |

The data sheets have been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk

Memo to Council

DATE: February 1, 2023

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the February 7, 2023, Council Meeting:

GINA DAVIS

Urban Forestry Committee (Re-Appointment)

The data sheet has been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Nick Goodwin, Liaison to the Urban Forestry Committee

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

January 17, 2023

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 January 17, 2023, at 4:00 p.m., there being present the following members:

James Hammond, Mayor

Dan Gookin) Members of Council Present
Dan English)
Woody McEvers)
Amy Evans) Arrived at 4:11 p.m.
Christie Wood)
Kiki Miller) Arrived at 4:17 p.m.

CALL TO ORDER: Mayor Hammond called the meeting to order noting Councilmembers Evans and Miller absent.

MOTION: Motion by McEvers, Seconded by Gookin, to Enter into Executive Session Pursuant to Idaho Code 74-206(1)(B), to Consider the Evaluation, Dismissal or Disciplining of, or to Hear Complaints or Charges Brought Against, a Public Officer, Employee, Staff Member or Individual Agent.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Wood Aye. **Motion carried.**

The City Council, Mayor, and City Attorney entered Executive Session at 4:00 p.m. Council returned to regular session at 6:00 p.m.

INVOCATION: Pastor McLane Stone with First Presbyterian Church led the invocation.

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

PRESENTATION: Fire Chief Thomas Greif noted that Coeur d'Alene School District 271 Safety and Security Coordinator Dean Keck was in attendance as the presentation of a Lifesaving Award was for a student of the District. Chief Greif presented the award to Joree Jimenez, a 14-year-old student, for his actions related to an incident on December 4, 2022, during which time the City was experiencing extremely cold temperatures. Joree was walking to a friend's house when he heard calls for help and located an elderly neighbor who had fallen outside of her home. He called 911, covered her with his coat, and stayed with her while they waited for emergency services to arrive. If he had not found her and provided aide, she may not have survived. Mayor Hammond

congratulated Joree on his award, thanked him for his quick actions, and said the community was lucky to have him.

ANNOUNCEMENTS:

Councilmember Miller mentioned representatives from Bonner County had attended the North Idaho Building Contractors Association (NIBCA) joint government meeting and mentioned what was being done in Coeur d'Alene as great examples of development.

Mayor Hammond requested the appointment of Brandt Souvenir to the Pedestrian and Bicycle Advisory Committee.

MOTION: Motion by Evans, seconded by McEvers, to appoint Brandt Souvenir to the Pedestrian and Bicycle Advisory Committee. **Motion carried.**

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

1. Approval of Council Minutes for the January 3, 2023, Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services/Public Works Committee Meeting for Monday, January 23, 2023, at 12:00 noon.
5. Setting of a Public Hearing for February 7, 2023; 4:00 P.M.: A-4-22- Annexation of +/- 440 Acres from County AG Suburban to City R-8, R-17, C-17L, & C-17 (Commonly Known as Coeur Terre) and Approval of an Annexation and Development Agreement. Location: N. of I-90, S. of W. Hanley Ave, E. of Huetter Rd.; Applicant: Kootenai County Land Company, LLC
6. **Resolution No. 23-005-** APPROVAL OF DECLARATION OF SOLE SOURCE PURCHASE OF SEVEN (7) LPR CAMERAS, COMMUNICATION BOXES, MOUNTING HARDWARE, WARRANTY, LICENSING AND TECHNICAL SERVICES ASSOCIATED WITH INSTALLATION FROM MOTOROLA SOLUTIONS (DBA VIGILANT) FOR TWO DIFFERENT LOCATIONS.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-005.**

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

PUBLIC COMMENTS:

Ron McGhie, Kootenai County, stated he lived west of Huetter Road within Kootenai County, and had concerns with the Coeur Terre development and asked for the collectors (streets) to be evaluated before the annexation was approved. He was concerned there would be undue concentration of population within the 20–30-year buildout. He asked Council to take more time

reviewing the annexation in order to ensure the project was reasonable, orderly, and safer for the community.

Suzanne Knutson, Coeur d'Alene, stated she lives in Indian Meadows and was hopeful her issues would be addressed in the proposed project. She had concerns with the number of homes, needing a traffic study, county transportation was not available, dry wells that may damage the aquifer, and asked Council to consider tabling their decision until issues were looked into further.

Rob Knutson, Coeur d'Alene, stated he lives in Indian Meadows and asked for consideration of those in his neighborhood. He was concerned with streets being opened up and the additional traffic that it would bring. He noted the City's recently adopted Comprehensive Plan objectives stated the following: protect existing neighborhoods, preserve old neighborhood aspects, and provide a safe and appropriate street system. He said the proposed development would affect many people and asked that Council think of his neighborhood and those around the proposed development when making their decision on the annexation.

RESOLUTION NO. 23-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE PURCHASE OF HEWLETT PACKARD ENTERPRISE (HPE) NETWORKING EQUIPMENT FROM STRUCTURED COMMUNICATION SYSTEMS, INC., THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE STATE OF IDAHO, IN THE AMOUNT OF \$414,095.88.

STAFF REPORT: Brandon Jank, IT Network Systems Administrator requested Council approve the purchase of Hewlett Packard Enterprise (HPE) networking equipment from Structured Communication Systems, Inc., through a cooperative purchasing agreement with the State of Idaho, in the amount of \$414,095.88. He explained the Municipal Services Department identified the need to replace aging networking equipment in the FY 2022-2023 budget and ARPA funding had been allocated toward the purchase. He said it was recommended to purchase the equipment through cooperative purchasing pursuant to Idaho Code § 67-2807, the State had obtained a price for the needed equipment through the competitive bidding process, and was authorized by the City's Purchasing Policy adopted via Resolution No. 17-061. He noted funding for the purchase was available within the City-Wide Automation Plan section of the Department's approved 2022-2023 fiscal year budget. He said the equipment was essential to connecting vital endpoint, server, storage, phone, internet, and email systems to each other.

DISCUSSION: Councilmember Wood asked if the information had been presented previously, would the price be locked-in at purchase time, and how long until the equipment would arrive. Mr. Jank explained the price would be locked-in at purchase and it would take 6-8 months to receive the equipment due to supply and demand within the industry. Councilmember McEvers asked if it was for a new system, with Mr. Jank responding it would be a new system that would provide a more secure platform and the current network core system was approximately 15-18 years old. Councilmember Gookin asked what the upgrade was, with Mr. Jank responding it would update the old switches as there were no security patches available for some of the older existing equipment and it was no longer being supported by the manufacturer. The upgrade included new

switches, SFP transceivers, power supplies, and cables. Councilmember Gookin asked what the 3 and 5-year subscriptions were for, with Mr. Jank responding the 3-year subscription provided support services which allowed IT to configure and deploy the new system before shutting down the existing one. He noted if support was no longer needed at the end of the subscription, they would not be required to renew it to maintain the network. The 5-year subscription was for a replacement plan and would be purchased to support one (1) of each switch model. Mayor Hammond asked about the MSRP being significantly higher than the quoted prices, with Mr. Jank explaining HP was willing to work with the City and had negotiated the discounted pricing in order to retain the City's business.

MOTION: Motion by McEvers, seconded by English, to approve **Resolution No. 23-006** – Approval of a purchase agreement with Structured Communication Systems, Inc. (pursuant to the purchase policy adopted by Resolution No. 17-061) for HP Network switches as a City ARPA funded project.

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

RESOLUTION NO. 23-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE POLICE DEPARTMENT TO APPLY FOR AND, IF AWARDED, ACCEPT A 2023 JAG GRANT (EDWARD BRYNE MEMORIAL JUSTICE GRANT) FOR THE PURCHASE OF FARO 3D SCANNERS AND ASSOCIATED EQUIPMENT FOR CRIME SCENE MEASURING, PRESERVATION, AND FORENSIC ANALYSIS, FOR A TOTAL AWARD REQUEST OF \$90,000.00.

STAFF REPORT: Police Chief White requested Council allow the Police Department (Department) to apply for, and if awarded, accept the CY 2023 Edward Byrne Memorial Justice Grant (JAG) in the amount of \$90,000. The JAG grant would be used to acquire FARO 3D scanners and associated equipment for crime scene measuring, preservation, and forensic analysis and aid in the furtherance of criminal investigations and/or prosecutions. He said 3D laser technology was used to investigate/reconstruct crime and vehicle crash scenes for a host of reasons with a focus on criminal prosecution. He noted the Department had used this form of technology since 2015, when they were awarded a similar grant. The hardware was still in use but was nearing its end of life. The Department had used the equipment for suspicious deaths, and incidents involving the regional Critical Incident Task Force as well as in assistance to their regional partners. He noted the equipment and software allowed for a more complete representation of those types of crime scenes and had been used in criminal prosecution of violent felons. He said the estimated cost of equipment, calibration, and training was roughly \$90,000, and did not require any matching funds. He noted in year four, there would be calibration and maintenance costs that would be budgeted for by the Department. He said the grant would allow for modernizing the obsolete equipment while also ensuring the forensic capabilities for years to come. Continual training and use would be expected by Investigations supervisors and would be of paramount performance for use in high profile criminal investigations. He noted that additionally, the data

collected would be used in the judicial system for criminal prosecution, and the ability to recreate crime scenes for court purposes had a dramatic impact using accurate and objective data.

DISCUSSION: Councilmember English asked if the old 3D scanner would be kept as a backup, with Chief White responding it would.

MOTION: Motion by English, seconded by Miller, to approve **Resolution No. 23-007** – Approval for the Police Department to apply for and, if awarded, accept the CY 2023 Edward Byrne Memorial Justice Grant (JAG) to acquire FARO 3D scanners and associated equipment for crime scene measuring, preservation, and forensic analysis.

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

RESOLUTION NO. 23-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR USE OF THE JOINTLY OPERATED MOTOROLA CAD/RMS SYSTEM (“SPILLMAN”) FOR A FIVE (5) YEAR TERM.

STAFF REPORT: Police Chief Lee White said the Police Department (Department) had partnered with Kootenai County Sheriff’s Office since the 1990’s on a regional CAD (computer aided dispatch)/RMS (Records Management System) known as Spillman which handled most of the daily workings of the Department along with the Fire Department. He said funds were budgeted to pay Kootenai County for hardware/maintenance needs and Spillman required yearly maintenance costs. The Department has worked with Kootenai County and Motorola – Spillman to determine which maintenance costs were the responsibility of the Department, of the County, or no longer applicable. He mentioned the process had taken about 1-year to clarify and resulted in Motorola creating a set fee of \$21,662 per year for a total 5-year maintenance and subscription fee. In addition, due to the Department handling a large portion of its own administrative needs, Kootenai County would require only \$123 per system user instead of \$246, which represented a savings from previous budgets. He said that overall, there would be a savings of roughly \$24,000 within the existing budget due to the agreed upon lower costs with the County and noted other CAD/RMS companies were currently having annual maintenance increases of 5-15% (or more). He noted the MOU locked in maintenance fees for the next five (5) years and allowed the Department to continue to work in harmony with Central dispatch/9-1-1, other agencies on the system, and did not change or alter business operations for the Police or Fire Department. He mentioned there was no alternative at this stage, and leaving the current CAD/RMS system and starting a new one could cost millions of dollars, they may lose data and daily capabilities, and the inability to share CAD data/other digital data with agencies in the region. Under the proposed 5-year plan, if changes were requested by agencies, it would allow the transition to occur easier, and if there were updates to the existing system, the costs were already included within the fee schedule.

DISCUSSION: Councilmember Wood asked if they no longer had to rely on the County for repairs, with Chief White explaining that some repairs would continue to be done by the County. Councilmember Miller asked if it had been new hires or existing staff who had been trained on the

Spillman System, with Chief White responding existing staff had been trained through hands-on operation.

MOTION: Motion by Wood, seconded by Gookin, to approve **Resolution No. 23-008** – Approval of a Memorandum of Understanding with Kootenai County and Motorola’s Spillman Public Safety System, and to enter into a five-year fixed fee structure for the Police Department’s use of the joint-operated Motorola-Spillman CAD / RMS system.

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

COUNCIL BILL 23-1001

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D’ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-3 TO R-8, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.91 ACRE PARCEL IN THE GARDENDALE ACRE TRACTS ON E. TIMBER LANE, EAST OF HONEYSUCKLE DRIVE AND WEST OF E. SHOREWOOD COURT, COMMONLY KNOWN AS 1095 E. TIMBER LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Senior Planner Sean Holm said Richard & Susan Bennett had requested a zone change from R-3 (Residential at 3 units/acre) to R-8 (Residential at 8 units/acre). He noted the Planning Commission had heard and approved the zone change request at their regularly scheduled meeting on November 8, 2022, and had proposed a Development Agreement (DA) to limit future development to a single-family residence including accessory use(s) on one parcel, and a duplex and accessory use(s) on the other if subdivided through the short plat process. He said it should be noted that all allowable uses would be permitted in the R-8 Zoning District if the zone change was approved without a DA. He noted the subject property was one of seven (7) areas the City originated annexation into City limits in October of 1982. He said approximately two-months later a zone change application was received from sixteen neighbors totalling approximately 14.5 acres, and at the time, the justification was that they wished to keep the area as one-family units and noted Forrest Park & Hoffman Estates were already zoned R-3. The request was approved for a down-zone from R-8 to R-3 (hearing: ZC-14-82), and the subject property was one of the down-zoned parcels. Mr. Holm noted that there were four (4) findings required for the zone change and were as follows: Finding #B8 - The request is or is not in conformance with the Comprehensive Plan policies; Finding #B9 - Public facilities and utilities are or are not available and adequate for the proposed use. Mr. Holm noted there was a gas line that traversed the property at an angle which limited the building locations; Finding #B10 - The physical characteristics of the site do or do not make it an acceptable request at this time; Finding #B11 - The proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and/or existing land uses. He presented the surrounding zoning, land uses, and applicable Comprehensive Plan objectives and provided staff input

regarding the finding categories including traffic. The Planning Commission recommended that a DA be included as a condition of approval if the applicant applied for short plat subdivision to split the property into two (2) parcels. He noted if Council conditioned approval of the zone change subject to a DA, they must include that in their findings and direct staff on which elements to include. He said the DA would then have to be brought back to Council for review and approval at a future public hearing.

Mayor Hammond opened the public testimony portion of the hearing.

APPLICANT: Richard Bennett stated he had bought the property 22 years ago, loved the large lot, had raised his family on the property but they had outgrown the existing mobile home. He said he would like to build a new home for he and his wife, and include another residence/duplex to supply them with retirement income. He said the zone change would allow four (4) residences, yet he would only build a house for himself and the one (1) duplex to use as a rental.

Mayor Hammond closed the public testimony portion of the hearing.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 23-1001** once by title only.

DISCUSSION: Councilmember McEvers asked if Violet Avenue was a dedicated street and would it provide the double frontage required, with Mr. Adams responding it was a private street, and Mr. Holm responding it would provide access to the proposed project. Councilmember McEvers asked if there a big difference of time in managing DAs, with Mr. Holm responding it was the first one to be brought before Council. Mayor Hammond asked if any of the surrounding properties were in the county, with Mr. Holm responding there were. Councilmember Miller asked how they could approve the zone change without the DA, with Mr. Holm responding it would be in limbo until the DA was approved. Councilmember Miller asked if the DA stayed with the property. Mr. Holm explained the DA ran with the property, must be managed over a long period of time, and usually were attached to larger projects. Councilmember Miller asked if there was a deed restriction in the DA, with Mr. Adams responding DAs were recorded and a stronger way of keeping property in the condition and within the parameters the parties had agreed to. Councilmember English stated he viewed the zone change and DA as separate items and didn't feel the DA was needed for the current zone change request.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill No. 23-1001**, subject to approval of a Development Agreement.

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

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

The meeting adjourned at 7:09 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

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January 23, 2023

GENERAL SERVICES/PUBLIC WORKS COMMITTEE MINUTES

12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Woody McEvers, Chairperson
Council Member Kiki Miller
Council Member Dan Gookin

STAFF

Juanita Knight, Senior Legal Assistant
Mike Becker, Capital Program Manager, Wastewater
Captain Dave Hagar, Police Department
Dep. Fire Marshal Craig Etherton, Fire Department
Randy Adams, City Attorney
Larry Parsons, Utility Project Manager, Wastewater

Item 1. Request Acceptance and Implementation of the 2022 Sewer Master Plan. **(Agenda)**

Mike Becker, Capital Program Manager, Wastewater Department (Department), is requesting Council approve the Wastewater Department's implementation of the 2022 Wastewater Collection System (Sewer) Master Plan Update. Mr. Becker explained in his staff report that since 2002 and every 10 years since, the Coeur d'Alene Wastewater Department has hired consultants to complete or update a comprehensive analysis of the city's public sanitary sewer collection (conveyance) system. This analysis includes studying and assessing existing (current), committed (near-term), and master plan (long-term buildout) sewer flows based on city-wide growth trends and developments. It is a vital tool used to identify deficiencies within the city's sewer collection system and prioritize rehabilitation and replacement projects to correct these deficiencies. It also forecasts potential capacity issues as it relates to growth and creates a Capital Improvement Plan (CIP) to address these issues. All this information is compiled into a report entitled Wastewater Collection System (Sewer) Master Plan (SMP). The 2022 SMP is a comprehensive report and includes numerous updates to the previous 2013 SMP. As the city continues to grow, demands on the city's existing sewer system are constantly evolving, requiring updates and eventually a comprehensive revision. The goal of the 2022 SMP is to continue helping the Department manage the city's entire sanitary sewer collection system. A total of 52 sewer system issues have been identified as potential CIP projects over the next 20 years. Nearly 78% of the estimated \$47,913,000 Total Capital Cost are for projects flagged "as needed" and growth dependent. In short, this is where "growth pays for growth" and the Department will continue to work with the development community in this area. As the city's sewer system expands, sewer infrastructure deficiencies are continuously being discovered. The ones found in the 2022 SMP were first identified using the SMP's Asset Management Program (AMP) and later verified by the Department. They make up nearly 5% of the estimated 20-year Capital Costs at \$7,008,000. Using the AMP, the Department will need to continue budgeting at least \$800,000.00 annually for rehabilitation/replacement projects. This will extend the service life of the sewer repaired another 50 to 100 years.

Councilmember Gookin asked where the funding comes from for 'as needed with growth' in the amount of \$37,199.00 noted in the 20-year CIP Cost Summary table. Mr. Becker said the city pays for it, however, there are times when development is responsible. The city tries to utilize as much infrastructure as possible to accommodate development. He noted it was either development or capital improvement that funds it, and the Department took the stance that growth pays for growth.

Councilmembers McEvers and Miller asked why the area near Silver Beach is regarded as an urgent concern, with Mr. Becker responding that there is an area that has 24" pipe which reduces to a 12" pipe and then back to

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a 24" pipe. The C-2 project is between the two 24" pipes and flow meters inserted into the 12" pipe shows that the pipe has reached capacity, therefore, needing replaced (upsized to 24").

Councilmember McEvers asked about stormwater and how it affects the Wastewater Plant. Mr. Becker said years ago the Department started flow monitoring to determine areas where a lot of stormwater is coming from. They have aggressively addressed the cross connections within the city and are able to remove stormwater from the Fort Grounds area. Mr. Becker noted that the recent heavy rain and snow event attributed to the plant processing 6-million gallons. The plant has a 6-million-gallon capacity and was able to accommodate the increased flows and not compromise the treatment capacity. He said normal daily flow is 3 – 4 million gallons.

Councilmember McEvers said he'd like to see a list(s) of accomplishments the Department is most proud of during the 10-year plan.

Councilmember Miller asked Mr. Becker to add a color legend to the maps in his presentation that describe what the various colors mean as well as spell out the acronyms in his presentation and staff report before he presents it to full Council at their next meeting.

Councilmember McEvers asked how the Wastewater Department looks at changes in technology and growth. Mr. Becker said they base things on historical information, the population census, KMPO and it is projected out that the city is experiencing a 2 – 2.5% annual growth rate. The number may fluctuate but it is one of many things they consider that factor into the Master Plan.

MOTION: by Councilmember Gookin, seconded by Councilmember Miller, to recommend that Council Accept and Implement the 2022 Sewer Master Plan. Motion Carried.

Item 2. Request Approval of the Design Services Contract with TreanorHL for the Masterplan and First Phase of the Police Remodel and Expansion Project.
(Consent Resolution)

Captain Hagar is requesting Council approve a Design Services contract with TreanorHL to provide a Masterplan and design services for the first phase of the Police Department (Department) expansion and remodel to be compensated at 9% of the budget for the cost of the work. Captain Hagar explained in his staff report that the Council previously approved \$4,500,000 in ARPA funds for the remodel and addition to the Department's Headquarters Building. In September of this year, the Department advertised an RFQ for Design Services and reviewed the submittals of the six (6) firms who responded to the RFQ. Based on this, they conducted interviews with the three (3) finalists and the board unanimously selected TreanorHL as the design firm based on the totality of their submittal and interview. The city has previously allocated \$4,500,000 in ARPA funds for this project and the design services fees will be taken out of these designated funds. The award of the contract with TreanorHL will serve to solidify the full team including the architect, contractor, and city staff who have already been meeting and have made great progress toward the Masterplan and identifying what can be accomplished in the first phase of construction.

Councilmember Miller asked if TreanorHL would be acting as the Construction Manager General Contractor (CMGC). Captain Hagar said TreanorHL will be the architect, Core Construction will be the CMGC. Councilmember Miller asked who would be approving change orders. Captain Hagar said by bringing the CMGC on early he hopes there are zero change orders as the contractor can spot any issues in the plans before the plans are final.

DRAFT

Councilmember Miller asked once the Design Services Contract is approved, if any Council approvals/involvement will be needed in any more of the construction process. Captain Hagar said he was waiting on a geographical survey that will require approval of a contract. He said he was happy to return to Council to provide updates on the proposed design and future phases of the project. He noted that increasing locker space is their first priority.

MOTION: by Councilmember Miller, seconded by Councilmember Gookin, to recommend that Council approve the Design Services Contract with TreanorHL for the Masterplan and First Phase of the Police Remodel and Expansion Project. Motion Carried.

**Item 3. Utilizing Third-Party Commercial Inspection Companies.
(POWERPOINT PRESENTATION)**

Craig Etherton, Deputy Fire Marshal, Coeur d' Alene Fire Department (Department) is requesting support of the Mayor and Council to use a third-party inspection company to assist the Department in verifying service maintenance records on fire protection systems within commercial occupancies. Fire Marshal Etherton explained in his staff report that the Fire Code requires business and property owners to ensure their fire protection systems are serviced and maintained to fire code requirements. Business and property owners are required to present service reports if requested by the Department. Service inspection, testing, and maintenance (ITM) companies are requested to send copies of inspection reports to the Department. Currently three (3) of approximately twelve (12) ITM companies regularly send in service inspection reports. He noted the Department did not currently have accurate records of the types and service records of fire protection systems within the community. Fire Prevention staffing levels have remained the same for 20 years despite the continued growth in the community. He said Engine Companies had been used previously to assist Prevention staff in conducting commercial occupancy inspections. The third-party inspection companies work with the local ITM companies to schedule and record all fire protection system inspection reports. The ITM contractors pay a fee to submit inspection reports to the third-party company. The ITM companies can determine how to distribute the report filing fee. There is no cost to the Department or city. Currently, the Department does not have a good record keeping process to determine the number and types of fire protection systems in the city's commercial occupancies. Fire protection systems in commercial properties are the first line of defense for protection of life and property. He said ensuring fire protection systems are maintained and operational, provides a greater security to citizens and valued guests. He said establishing better inspection reporting may have a positive impact on the Department's ISO ratings which can decrease fire insurance premiums.

Councilmember Gookin asked who has the liability with this process. Fire Marshal Etherton said the property owners and individual companies are currently required to do these inspections so the liability is still on them.

Councilmember Miller asked if there is a measurable goal or savings to the city with this process. Fire Marshal Etherton said the goal is for the Department to receive more compliance on the number of inspection reports received as right now, they have around 3% compliance and the hope is to get closer to 90%+ compliance.

Councilmember Miller said that it sounds like some property owners/individual companies are compliant and were sending in fire protection system inspection reports. Fire Marshal Etherton said that is correct. Councilmember Miller said it doesn't seem fair that they will now have to pay for a report when they were in compliance to start with. Marshal Etherton said they may submit an inspection report but that doesn't mean

DRAFT

that they are 100% compliant with their inspection. The new process will look for any deficiencies and they will be tagged for follow-up to make sure those deficiencies are corrected.

**Item 4. The Fire Department's Self-Inspection Program for Low-Hazard Commercial Occupancies.
(POWERPOINT PRESENTATION)**

Craig Etherton, Deputy Fire Marshal, Coeur d' Alene Fire Department (Department) gave a presentation regarding a Self-Inspection Program for low-hazard commercial occupancies. Fire Marshal Etherton explained in his staff report that Captain Rod evaluated the Department's Engine Company Inspection Program a few years ago as part of his Executive Fire Officer Program through the National Fire Academy. As part of the program evaluation, he sought input from the city's business owners (customers) regarding their support of a self-inspection program. He received overwhelming support of a self-inspection program for inspections of low hazard occupancies. The National Fire Protection Association 2016 New Code (NFPA 1730) introduced acceptance of self-inspection programs for low hazard occupancies, and the city's then IT Director Kirk Johnson created an online inspection form for use with the program. The program has little to no cost to the city or Fire Department and is an alternative to increasing annual commercial inspections without adding additional full-time employees (FTE's). This is an opt-in program which the Department knows can have a low success rate and will introduce the program and support it with Fire Suppression crews holding events and assisting occupants with the initial inspections. The Department's Standard Operating Procedures (SOP) require submitted forms are spot-checked to ensure their accuracy, and Fire Department inspections be performed on a rotating schedule every three (3) years.

Councilmember Miller asked how this program interfaces with the third-party fire protection systems inspections. Fire Marshal Etherton said low hazard occupancy types may not have a fire sprinkler system or alarm system so they may not have any interaction with an individual testing and maintenance company. He said the Department would look at those situations on a case-by-case basis.

Councilmember McEvers asked how someone wanting to start a new business will know what they need for safety systems as far as the Fire Department is concerned. Fire Marshal Etherton said it starts with the city's project review process. The requestor brings their business concept to project review with city departments and would be provided all the requirements to open their business and be in compliance with all Code requirements.

The meeting adjourned at 1:33 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary

DATE: JANUARY 18, 2023
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: FEBRUARY 21, 2023

Mayor Hammond,

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

| <u>ITEM NO.</u> | <u>REQUEST</u> | <u>COMMISSION ACTION</u> |
|-----------------|--|---|
| ZC-2-22 | Applicant: Richard and Susan Bennett Location: 1095 E. TIMBER LANE Request: The approval for a Development Agreement that would limit the applicant to build (1) single family home and (1) duplex on the property for the recently approved zone change request (ZC-2-22) | <i>Recommended approval</i> QUASI-JUDICIAL |

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **February 21, 2023**.

DATE: FEBRUARY 7, 2023
TO: MAYOR AND CITY COUNCIL
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR
RE: SETTING OF PUBLIC HEARING DATE: FEBRUARY 21, 2023

Mayor Hammond,

The Municipal Services Department has set a public hearing to hear fee adjustments for the Parks and Recreation, Planning, and Water Departments on February 21, 2023. The fee listing has been made available to the public on the City's website at:

<http://cdaid.org/publichearing>

The mandatory 15-day notice requirement will be met with legal notices in the Press on January 31, 2023 and February 7, 2023,

CITY COUNCIL STAFF REPORT

DATE: January 17, 2023
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: **SS-22-08, Grover Addition: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a four (4) lot residential subdivision.

HISTORY

- a. Applicant: Tony L. Grover and Angela Grover Revocable Living Trust
5225 N. Avalon Road
Spokane Valley, WA 99216
- b. Location: 1266 W Hanley Ave (South side of Hanley Ave between Idlewood & Pinegrove Dr),
- c. Previous Action:
 1. Preliminary plat approval, September 28, 2022

FINANCIAL ANALYSIS

There are no financial issues with this development.

PERFORMANCE ANALYSIS

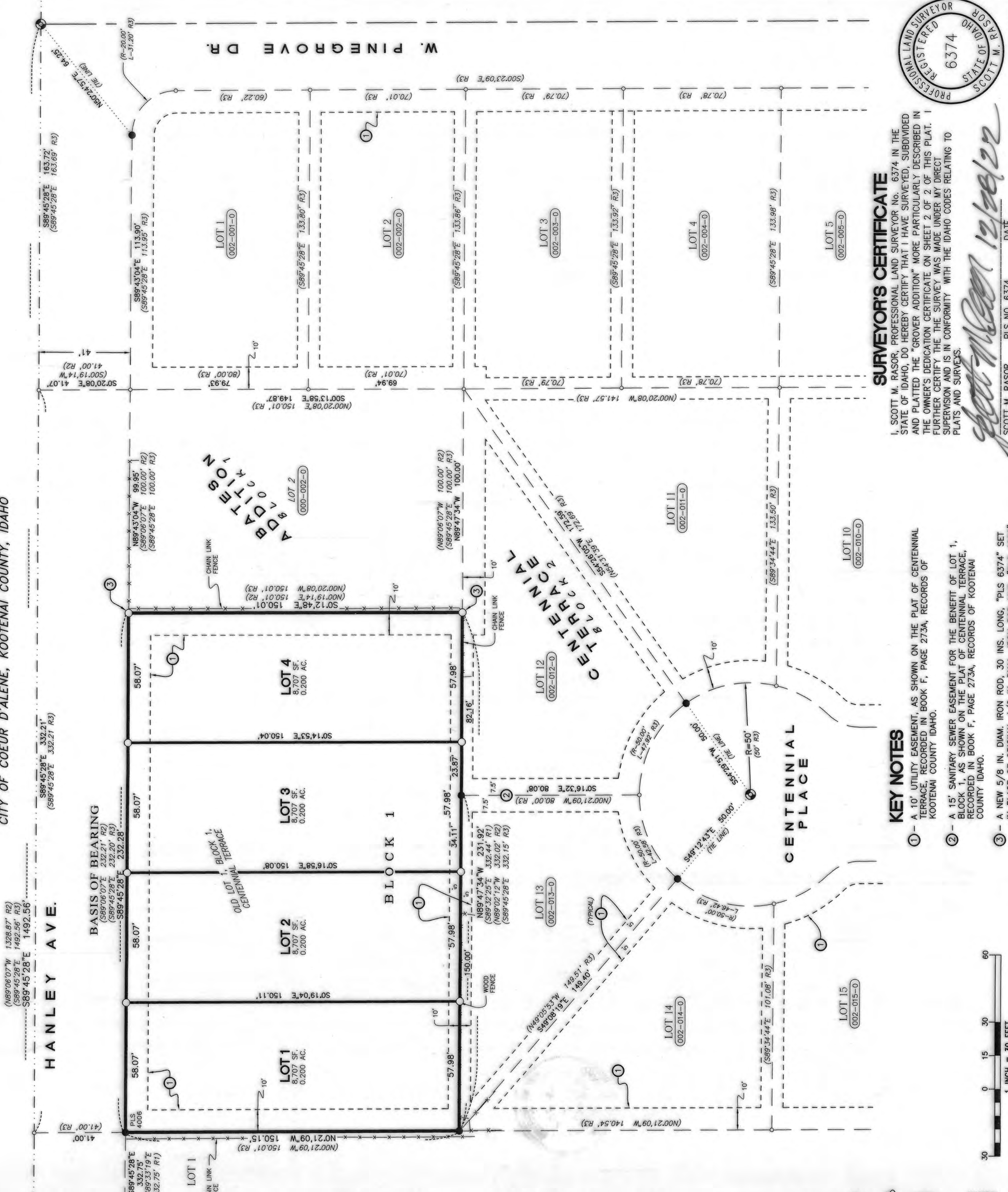
This residential development is a re-plat of Lot 1, Block 1 of the Centennial Terrace subdivision located in Coeur d'Alene. This subdivision created four (4) lots. All conditions will be taken care of during the building permit process; therefore, the document is ready for approval and recordation.

DECISION POINT RECOMMENDATION

City Council approval of the final plat document

GROVER ADDITION
 REPLAT OF LOT 1, BLOCK 1 OF CENTENNIAL TERRACE,
 LOCATED IN SECTION 35, T.51N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
 No. _____



SURVEYOR'S CERTIFICATE
 I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR NO. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE "GROVER ADDITION" MORE PARTICULARLY DESCRIBED IN THE OWNER'S DEDICATION CERTIFICATE ON SHEET 2 OF 2 OF THIS PLAT. I FURTHER CERTIFY THE SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND IS IN CONFORMITY WITH THE IDAHO CODES RELATING TO PLATS AND SURVEYS.

Scott M. Rasor 12/28/22
 SCOTT M. RASOR PLS NO. 6374 DATE _____

SHEET 1 OF 2
GROVER ADDITION
 REPLAT OF LOT 1, BLOCK 1 OF CENTENNIAL TERRACE,
 LOCATED IN SECTION 35, T.51N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BASIS OF BEARING

(S89°06'07"W 1328.87' R2)
 (S89°45'28"E 1492.56' R3)
 (S89°45'28"E 1492.56' R3)
 (S89°45'28"E 1492.56' R3)

- SURVEYS OF RECORD / PRIOR SURVEYS**
- 1) J. LEAPARD PLS 1316 AUG. 1986 BOOK F, PG. 189 & 189A. (LAMB'S ADDITION)
 - 2) J. MARKLEY PLS 4006 JAN. 1990 BOOK F, PG. 253. (BATES ADDITION)
 - 3) E. SMITH PLS 3390 JUNE 1990 BOOK F, PG. 273 & 273A. (CENTENNIAL TERRACE)

BASIS OF BEARING

BASIS OF BEARING ~ S 89°45'28" E ALONG THE SOUTH RIGHT OF WAY LINE OF HANLEY AVENUE, BETWEEN A 5/8 IN. DIAM. IRON ROD WITH CAP MKD. PLS 4006, FOUND AT THE N.W. CORNER OF LOT 1, BLOCK 1, CENTENNIAL TERRACE, AND A 1/2 IN. DIAM. IRON ROD WITH CAP MKD. PLS 4006 FOUND AT THE N.E. CORNER OF LOT 1, AS SHOWN ON THE PLAT OF CENTENNIAL TERRACE, RECORDED IN BOOK F, PAGE 273 & 273A, RECORDS OF KOOTENAI COUNTY, IDAHO.

SURVEY NARRATIVE

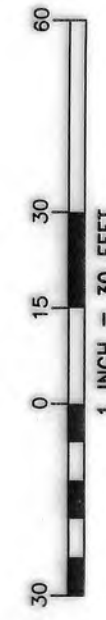
THIS SURVEY WAS PERFORMED TO LOCATE OR MONUMENT THE CORNERS OF LOT 1, BLOCK 1 OF CENTENNIAL TERRACE & TO DIVIDE INTO 4 LOTS KNOWN AS GROVER ADDITION AND MONUMENT LOTS WITH 5/8 IN. DIAM. IRON RODS WITH CAP MKD. PLS 6374, AS SHOWN HEREON.

BOUNDARY LEGEND

- FD. AN IRON ROD, 1/2 IN. DIAM., MKD. PLS 4006. (REPLACED WITH AN IRON ROD, 5/8 IN. DIAM., 30 INS. LONG, WITH A PLASTIC CAP MARKED "PLS 6374")
- SET AN IRON ROD, 30 INS. LONG, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6374"
- FD. AN IRON ROD, 5/8 IN. DIAM. WITH PLASTIC CAP MARKED 3390, EXCEPT AS NOTED.
- ⊙ FD. ALUMINUM CAP, 2 IN. DIAM., WITH MON. BOX-CITY OF COEUR D'ALENE, EXCEPT AS NOTED.
- SET AN IRON ROD, 1/2 INCH DIAMETER, WITH PLASTIC CAP MARKED, "PLS 6374" (LINE POINT), EXCEPT AS NOTED
- CALCULATED POINT (NOTHING FOUND OR SET)
- (R#) PRIOR SURVEYS
- OTHERS AS NOTED

KEY NOTES

- 1 - A 10' UTILITY EASEMENT, AS SHOWN ON THE PLAT OF CENTENNIAL TERRACE, RECORDED IN BOOK F, PAGE 273A, RECORDS OF KOOTENAI COUNTY IDAHO.
- 2 - A 15' SANITARY SEWER EASEMENT FOR THE BENEFIT OF LOT 1, BLOCK 1, AS SHOWN ON THE PLAT OF CENTENNIAL TERRACE, RECORDED IN BOOK F, PAGE 273A, RECORDS OF KOOTENAI COUNTY IDAHO.
- 3 - A NEW 5/8 IN. DIAM. IRON ROD, 30 INS. LONG, "PLS 6374" SET IN PLACE OF ORIGINAL 1/2 IN. DIAM., IRON ROD MKD. "PLS 4006"



NOTE: THIS RECORD OF SURVEY DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD, THE SIZE OR LOCATION OF PRESCRIPTIVE EASEMENTS, FENCE LINES OR PHYSICAL FEATURES OF THE PROPERTY, ITEMS SUCH AS BUILDINGS, ROADS AND FENCES, IF SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.

SCALE: 1" = 30'
 DATE: DEC. 28, 2022
 DRAWN: ASG
 CHECKED: SMR
 JOB NO: 22019
 DWG FILE: VER-22019-MS
 CREW: TB, ES & DG

MECKEL ENGINEERING & SURVEYING
 7800 N. GOVERNMENT WAY, COEUR D'ALENE, IDAHO, 83815 (200)687-4638 fax: (200)684-3347



GROVER ADDITION

REPLAT OF LOT 1, BLOCK 1 OF CENTENNIAL TERRACE,
LOCATED IN SECTION 35, T.51N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT TONY L. GROVER AND ANGELA A. GROVER, REVOCABLE LIVING TRUST U/T/D, IS THE RECORD OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:
A TRACT OF LAND BEING LOT 1, BLOCK 1, CENTENNIAL TERRACE, SECTION 35, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN KOOTENAI COUNTY IDAHO, BEING ALL OF LOT 1, BLOCK 1, CENTENNIAL TERRACE, RECORDED IN BOOK F, PAGE 273 & 273A, RECORDS OF KOOTENAI COUNTY IDAHO

CONTAINING 0.800 ACRES OF LAND, MORE OR LESS.

SUBJECT TO:
ANY EXISTING RIGHTS OF WAY, EASEMENTS, COVENANTS, CONDITIONS, RIGHTS, RESERVATIONS, RESTRICTIONS, ENCUMBRANCES OR APPLICABLE SUBDIVISION, BUILDING AND ZONING ORDINANCES AND USE REGULATIONS, OF RECORD OR IN VIEW.

SAID OWNER HAS CAUSED THE SAME TO BE SUBDIVIDED AND PLATTED INTO FOUR (4) LOTS AND ONE BLOCK TO BE KNOWN A "GROVER ADDITION". ANY FUTURE STRUCTURES BUILT ON THE PROPOSED LOTS WILL BE REQUIRED TO MEET THE REQUIREMENTS OF ALL CODES AS ADOPTED IN THE CITY OF COEUR D'ALENE BUILDING ORDINANCES IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION.

- BE IT FURTHER KNOWN THAT:
- 1.) SANITARY SEWER DISPOSAL FOR THIS PLAT IS TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.
 - 2.) DOMESTIC WATER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.

IN WITNESS WHEREOF SAID OWNER HEREBY AFFIX THEIR SIGNATURE:

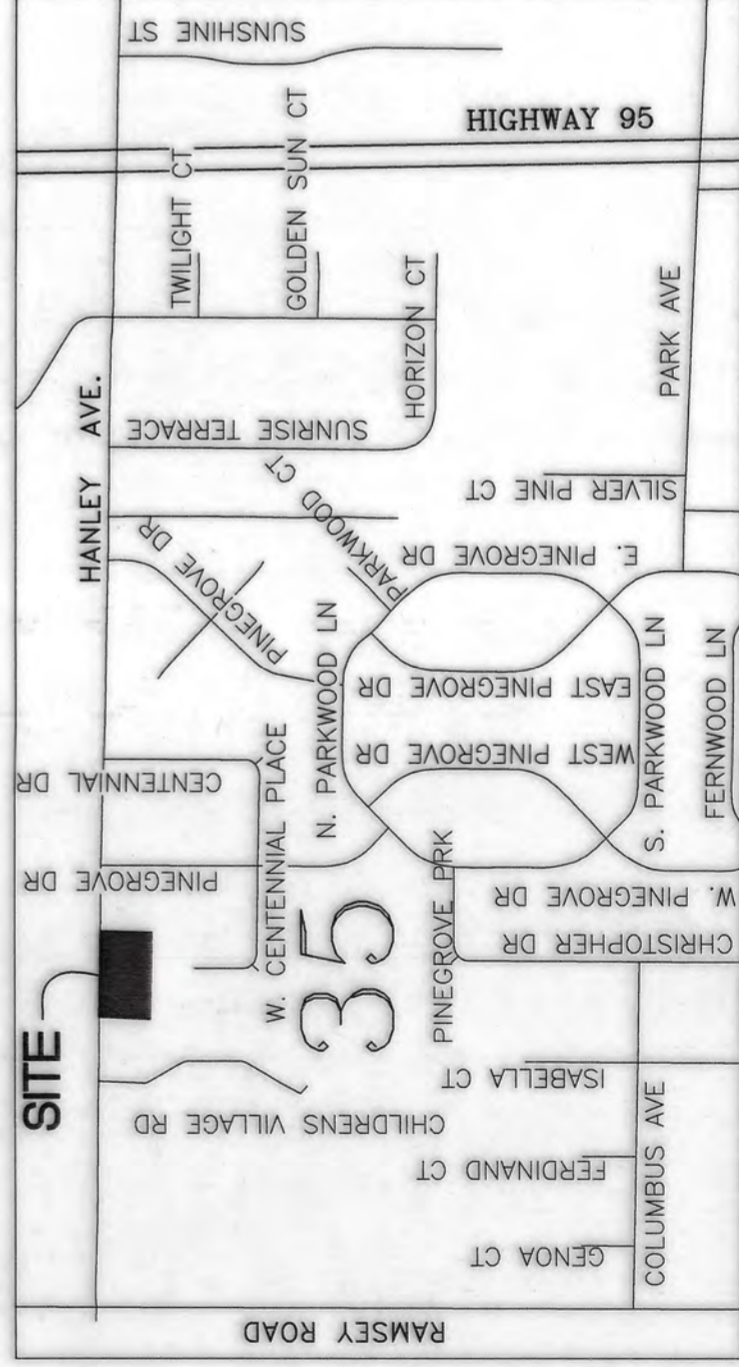
Tony L. Grover DATE 1-5-23
TONY L. GROVER (TRUSTEE) DATE
Angela A. Grover DATE 1/5/23
ANGELA A. GROVER (TRUSTEE) DATE

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS.
ON THIS 5th DAY OF January, 2023, BEFORE ME,
THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE
PERSONALLY APPEARED, TONY L. GROVER AND ANGELA A. GROVER,
TRUSTEES OF THE REVOCABLE LIVING TRUST U/T/D, KNOWN OR
IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO
ME THAT THEY EXECUTED THE SAME.



Stephanie Blalock
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT *Catalpa Drive*
COMMISSION EXPIRES *February 26, 2024*



VICINITY MAP
NOT TO SCALE

CITY COUNCIL APPROVAL

THIS PLAT, GROVER ADDITION, HAS BEEN ACCEPTED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE IDAHO.
DATED THIS _____ DAY OF _____, 2022.

CITY OF COEUR D'ALENE - CLERK

CITY ENGINEER

THIS PLAT, GROVER ADDITION, HAS BEEN APPROVED BY THE CITY ENGINEER OF COEUR D'ALENE, IDAHO.
DATED THIS _____ DAY OF _____, 2022.

CITY ENGINEER

HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON OLPE FROM THE CITY OF COEUR D'ALENE REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER 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.

DATE: 1-5-23 HEALTH DISTRICT SIGNATURE *[Signature]*

COUNTY TREASURER

I HEREBY CERTIFY THIS 12 DAY OF January, 2023 THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THROUGH December 31, 2022
[Signature]
KOOTENAI COUNTY TREASURER

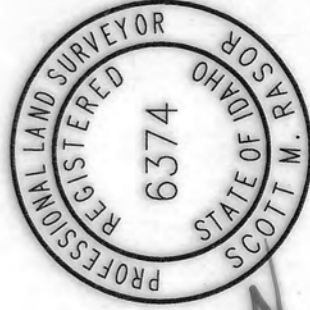
COUNTY RECORDER

I HEREBY CERTIFY THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO,
AT THE REQUEST OF _____
THIS _____ DAY OF _____, 2022, AT _____ M., AND DULY RECORDED
IN PLAT BOOK _____, PAGE _____, INSTRUMENT NO. _____, FEE: _____
KOOTENAI COUNTY RECORDER

COUNTY SURVEYOR

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2022,
I HAVE EXAMINED THIS PLAT AND THAT THE ACCURACY THEREOF COMPLIES WITH
THE REQUIREMENTS OF IDAHO STATE CODE.

KOOTENAI COUNTY SURVEYOR



[Signature]
SCOTT M. RASOR DATE

MECKEL ENGINEERING & SURVEYING
7600 N. GOVERNMENT HWY, COEUR D'ALENE, IDAHO, 83815 (208)667-4639 fax: (208)664-3347

JOB NO: 22.019
DWG FILE: VER-22019-MS
CREW: TB & DG

SCALE: N/A
DATE: DEC. 28, 2022
DRAWN: ASC
CHECKED: SMR

35

GROVER ADDITION
REPLAT OF LOT 1, BLOCK 1 OF CENTENNIAL TERRACE,
LOCATED IN SECTION 35, T.51N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



CEMETERY LOT TRANSFER / SALE / REPURCHASE ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services

Kelley Setters

1-23-23

Department Name

Employee

Date

REQUESTED BY:

English Funeral Chapel

Name

1133 N 4th Street Coeur d' Alene, ID 83814

Address

Phone

Request is for: Repurchase of Lot(s)

Transfer of Lots(s) from English Funeral Chapel to Sorin Nickleolescu

Section: K Block: 3 Niche(s): _____, _____, _____, Lots(s): 7, _____, _____, _____, _____, _____, _____

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: \$ 40.00 Receipt No: _____

ACCOUNTING DEPARTMENT completes the following:

Attach original contract.

Accountant Signature Vonnie Jensen

Date: 1/24/2023

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: English Funeral Chapel

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

Supervisor's Signature M Brandt

Date: 1/24/2023

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 TRANSFER
CEMETERY LOT**

For good and sufficient consideration, receipt of which is hereby acknowledged,
English Funeral Chapel (the "Transferor") does hereby
transfer and convey to Sorin Nickolescu (the
"Transferee") the following lot(s) in the Forest Cemetery:
Section(s) K, Block(s) 3,
Niche(s) _____, Lot(s) 7

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 20th day of January, 2023

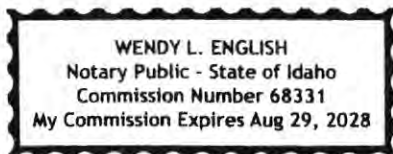
By 
Transferor

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of January, 2023, before me, a Notary Public, personally appeared Eric English, known to me to be the person 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.

Wendy L. English
Notary Public for Idaho
Residing at Coeur d'Alene, Idaho
My Commission expires: 8/29/2028





CEMETERY LOT
TRANSFER / SALE / REPURCHASE
ROUTING FORM

REQUEST RECEIVED BY:

Municipal Services

Kelley Setters

1-24-23

Department Name

Employee

Date

REQUESTED BY:

Judie Frost

Name

1011 ... Coeur d'Alene, ID

Address

Phone

Request is for: [X] Repurchase of Lot(s)

[] Transfer of Lots(s) from ... to ...

Section: FOR Block: NR1 Niche(s): 34, Lots(s): 34

Lot(s) are located in: [X] 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 [Signature] Date: 1/24/2023

CEMETERY SUPERVISOR completes the following:

The above-referenced Lot(s) is/are certified to be vacant: [X] Yes [] No

The owner(s) of record of the Lot(s) in the Cemetery Book of Deeds is listed as: Tommy + Judith Frost

The purchase price of the Lot(s) when sold to the owner of record was \$1900.00 per lot.

Supervisor's Signature [Signature] Date: 1/24/2023

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 Judie Frost

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

Section(s) FOR, Block(s) NR1,

Niche(s) 34, Lot(s) _____

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 _____
Mayor

ATTEST:

Renata McLeod, City Clerk

CITY OF COEUR D'ALENE CEMETERY CONTRACT

DATE 9-16-22

NAME OF LOT OWNER(S) Tommy Frost, Judith Frost

MARITAL STATUS: SINGLE _____ MARRIED DIVORCED _____ WIDOW(ER) _____

NAME OF PURCHASER(S) _____

MAILING ADDRESS 1642 W LYON CT PHONE 509-638-4536

CITY, STATE, ZIP COA 83815 ID

DECEASED _____ D.O.B. _____

FOREST RIVERVIEW _____ VETERAN: YES NO D.O.D. _____

SECTION _____ BLOCK/WALL NR 1 LOT(S)/NICHE(S) 34

AT-NEED

| | | |
|---------------------|----|------------------|
| Lot(s) | \$ | _____ |
| Niche(s) | \$ | _____ |
| Opening & Closing | \$ | _____ |
| Niche Nameplate(s)* | \$ | _____ |
| Other _____ | \$ | _____ |
| TOTAL COSTS | \$ | _____ |
| Amount Paid | \$ | _____ |
| BALANCE DUE | \$ | _____ |

PRE-NEED

| | | |
|-------------|----|--------------|
| Lot(s) | \$ | <u>_____</u> |
| Niche(s) | \$ | <u>1900</u> |
| Other _____ | \$ | <u>_____</u> |
| TOTAL COSTS | \$ | <u>1900</u> |
| Amount Paid | \$ | <u>1900</u> |

Check #: 1531

* Nameplate Inscription: _____

AT-NEED - The costs for the interment lot or niche and the costs for opening and closing are due and payable before interment/burial.

PRE-NEED - We offer a one-time, 90-day hold on up to two (2) lots and/or niches. Payment must be made within the 90 day period or the hold for the lot/niche will be removed.

PLACEMENT OF MARKERS - Lot(s), niche(s), and all services must be paid in full before a marker/headstone can be placed.

Payment should be made to the City of Coeur d'Alene through the Parks Department at 710 East Mullan Avenue, Coeur d'Alene, Idaho 83814.

BY SIGNING BELOW, THE PURCHASER AGREES TO BE BOUND BY THE ABOVE TERMS AND SHALL BE RESPONSIBLE FOR PAYMENT.

Purchaser's Signature: Judith A. Frost Accepted by: Robert

CEMETERY OFFICE USE ONLY: _____ Scanned _____ Contract Log Sheet IF APPLICABLE: Date Deed Ordered _____ Date Deed Mailed _____

Accounts Receivable

Transaction History - Summary

User: VONNIEJ
Printed: 01/24/2023 - 1:41 PM
Account: 0005980 - FOR/NR1/34
Customer: 143002 - TOMMY & JUDITH FROST



CITY OF COEUR D'ALENE
710 E. Mullan Ave
Coeur d'Alene, ID 83814
208 769-2300

| Tran Type | Invoice No | Tran Date | Post Date | Due Date | Description | Amount |
|-----------|------------|-----------|-----------|-----------|-------------|----------|
| Invoice | 0715182 | 9/16/2022 | 9/16/2022 | 9/16/2022 | FOR/NR1/34 | 1,900.00 |
| Payment | 0715182 | 9/19/2022 | 9/19/2022 | | | 1,900.00 |

RESOLUTION NO. 23-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AGREEMENT FOR THE CLEANING, INSPECTION, AND REPAIR OF THE WASTEWATER CENTRIFUGE AND ASSOCIATED GEARBOX WITH ALFA LAVAL, INC., IN THE AMOUNT OF \$51,387.34; PURCHASE OF A 2023 FORD TRANSIT VAN FROM MIKE WHITE FORD FOR THE WATER DEPARTMENT; AND AGREEMENT WITH TREANORHL TO PROVIDE MASTERPLAN AND DESIGN SERVICES FOR THE FIRST PHASE OF THE POLICE DEPARTMENT EXPANSION AND REMODEL.

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

- A) Repair and Rebuild of the Wastewater centrifuge and associated gearbox by Alfa Laval, Inc., in the amount of \$51,387.34;
- B) Purchase of a 2023 Ford Transit van from Mike White Ford for the Water Department;
- C) Agreement with TreanorHL to provide masterplan and design services for the first phase of the Police Department expansion and remodel;

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;

NOW, THEREFORE,

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

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

DATED this 7th day of February, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.



PERSONAL PROPERTY & SERVICES PRICE REASONABLENESS FORM

To: **Finance Department**

From:

Date:

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: _____

Purchase in financial plan? Yes No If yes, budget amount in financial plan - \$ _____

If non-budgeted – Date Council approved: _____

Competitive Quotes Obtained:

1st vendor name and price: _____

2nd vendor name and price: _____

3rd vendor name and price: _____

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: _____

Vendor Awarded: _____ Date: _____

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

Department Head Signature: _____

Department: _____ Date: _____

Comptroller Approval Signature: _____

January 19, 2023



To: Andrew Ruiz
City of Coeur d'Alene
710 East Mullan Avenue
Coeur d'Alene, ID 83814
United States
Quote # O-221203-00003
RFQ# 5026666

Alfa Laval, Inc.

3145 S Northpointe Dr
Suite 106
Fresno, CA 93725

Subject: Cleaning, Inspection & Repair of the Aldec 556 and 10 kNm Gearbox

Andrew Ruiz,

Thank you for the opportunity to provide services for the assessment and possible repair of Aldec 556 and 10 kNm gearbox

During the assessment phase it was disassembled, cleaned and inspected (DCI) to determine its present condition and to provide a condition report for your review and approval. The assessment included cleaning, visual and dimensional inspections and non-destructive testing where warranted. This quotation was based on current OEM standards and specifications. The findings and recommendations are as follows:



To: Andrew Ruiz
City of Coeur d'Alene
710 East Mullan Avenue
Coeur d'Alene, ID 83814
United States

AUTHORIZATION TO REPAIR

Validity: 30 DAYS
Payment Terms: NET 30 DAYS
Warranty: 90 DAYS

Please execute the work authorization below and return to the undersigned. A hard copy of the purchase order will be required for review and acceptance of this order.

On occasion, more extensive damage is revealed during the course of the repair, in which case you will be contacted and advised of the possible impact to delivery and pricing.

WORK AUTHORIZATION:

Signing below is an authorization to proceed with the work described in the accompanying quotation and acceptance of Alfa Laval's terms and conditions, enclosed.

Authorized Signature: _____

Date: _____

Purchase order or Work order #: _____

E-mail to the attention of:

Fresno Service Center Manager: Jaime Luna at jaimearturo.luna@alfalaval.com
Fresno Service Center Supervisor: AJ Silva at andrew.silva@alfalaval.com
Fresno Service Center Technical Coordinator: Jonathan Wells at jonathan.wells@alfalaval.com

Quotation



Customer

City of Coeur d'Alene
710 East Mullan Avenue

Coeur d'Alene, ID 83814
UNITED STATES

Delivery address

Coeur D'Alene, City Of
Attn:
710 East Mullan Avenue
Coeur d'Alene, ID 83814
UNITED STATES

Page:

1(4)

Your reference

| | | | |
|--|--------------------------------------|-----------------------------------|---------------------|
| Invoice address Coeur d'Alene, City Of 710 East Mullan Avenue | Your reference | Quote no O-221203-00003 | Version 2 |
| Coeur d'Alene, ID 83814 UNITED STATES | Date of request 12/03/2022 | Your VAT reg no | Goodsmark |
| Our reference | Customer request no RFQ | Delivery contact | |

| | | | |
|--|--------------------------------------|-------------------------------------|----------------------------------|
| Contact person Roger Mckinney | Our reference Andrew Silva | Date 01/19/2023 | Expiry date 02/19/2023 |
| Delivery method Truck Freight | | Payment terms Net 30 Days | |
| Delivery terms (Incoterms 2020*) DAP - Delivered At Place Coeur d'Alene | | Cust no E1653742 | |

Delivery dates are best estimates. Where zero days are quoted, items are available ex-stock subject to prior sale.

Assignm. No 2

| Ln | Description | Cust Pos/Item | Lead time | Quantity | Net price | Amount |
|----|---|---------------|-----------|----------|-----------|----------|
| 2 | L DCI | | | 1.00 AMT | 4,795.00 | 4,795.00 |
| | Disassemble, Clean, & Inspect of an ALDEC 556 Serial Number 5022296 | | | | | |
| 3 | L DCI Gearbox | | | 1.00 AMT | 1,096.00 | 1,096.00 |
| | 10 kNm Gearbox 3 Stage | | | | | |

Alfa Laval Inc. (AL) will process personal data supplied by you for the purpose of enabling AL to perform any contractual obligations towards you and to fulfil AL's statutory obligations. An application by you for information of your personal data registered by us must be made in writing to AL. The general conditions of sale are according to AL's General Conditions Of Sale if nothing else is stated. An extra copy of these conditions will be sent to you upon request. The goods to be delivered may be subject to export license requirement. AL reserves the right to cancel the order without any liability for damage or loss arising out of or relating to the cancellation in the event such an export license is not granted by competent export control authority. Attention of the buyer is drawn to the following: Indirect, special and/or consequential damages are excluded from Supplier's liability and Supplier's total liability shall never exceed a maximum cumulative amount equal to 15 % of the contract price. If the cost of raw materials, supplies and/or transport significantly increases, through no fault of AL, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in such costs. Should parts of the contract be held to be invalid or otherwise unenforceable in any jurisdiction, any other contract provisions shall not be affected.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 123227
Dallas, TX 75312-3227

Local sales office
Alfa Laval Inc.
3145 South Northpointe Drive
Fresno, CA 93725
United States

Contact
customerservice.fresno@alfalaval.com
www.alfalaval.com

Quotation



Customer
 City of Coeur d'Alene
Cust no
 E1653742

Your reference

Customer request no
 RFQ

| | |
|-----------------------------------|---------------------|
| Quote no O-221203-00003 | Version 2 |
|-----------------------------------|---------------------|

Date
 01/19/2023

Page:
 2(4)

Assignm. No 2

| Ln | Description | Cust Pos/Item | Lead time | VAT | Quantity | Net price | Amount |
|----|--|---------------|-----------|-----|----------|-----------|----------|
| 4 | L Balance Conveyor | | | | 1.00 AMT | 1,096.00 | 1,096.00 |
| 5 | L Assembly Rotating Assembly | | | | 1.00 AMT | 4,384.00 | 4,384.00 |
| 6 | L Assemble Gearbox | | | | 1.00 AMT | 1,600.00 | 1,600.00 |
| 7 | L Weld Repair Conveyor Build up and repair erosion in conveyor | | | | 1.00 AMT | 4,384.00 | 4,384.00 |
| 8 | 6123801031 MAJOR SERVICE KIT | | | | 1.00 PCE | 4,483.38 | 4,483.38 |
| 9 | 6123800831 MAJOR SERVICE KIT | | | | 1.00 PCE | 3,742.34 | 3,742.34 |
| 10 | L Balance/Test/Prep Ship Balance rotating assembly, test, prepare to ship. | | | | 1.00 AMT | 1,370.00 | 1,370.00 |
| 11 | 6123173030 REPAIR KIT 3 STG. - 10.0 kNm | | | | 1.00 PCE | 1,642.09 | 1,642.09 |
| 12 | 6123349401 SUPPORTING RING | | | | 1.00 PCE | 850.46 | 850.46 |
| 13 | 6124194801 GUIDE RING | | | | 1.00 PCE | 821.54 | 821.54 |

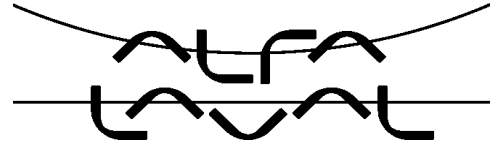
Alfa Laval Inc.
 5400 Int. Trade Drive
 Richmond, VA 23231
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 Fed. I.D. No.: 13-1681631

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Quotation



Customer

City of Coeur d'Alene
Cust no
 E1653742

Your reference

Customer request no
 RFQ

| | |
|-----------------------------------|---------------------|
| Quote no O-221203-00003 | Version 2 |
|-----------------------------------|---------------------|

Date
 01/19/2023

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Assignm. No 2

| Ln | Description | Cust Pos/Item | Lead time | VAT | Quantity | Net price | Amount |
|----|---|---------------|-----------|-----|-----------|-----------|----------|
| 14 | 6119408266 SCREW | | | | 4.00 PCE | 4.48 | 17.92 |
| 15 | 6123346801 HOLDER | | | | 4.00 PCE | 113.04 | 452.16 |
| 16 | 6123148201 FLANGE WITH GUTTER | | | | 1.00 PCE | 3,123.32 | 3,123.32 |
| 17 | 6123148101 GUARD | | | | 1.00 PCE | 8,303.38 | 8,303.38 |
| 18 | 6123304503 LUBRICAT.NIPPLE M10X1 Ø6.5 SS | | | | 4.00 PCE | 12.51 | 50.04 |
| 19 | 6123332901 EXPANDING DOWEL PIN | | | | 4.00 PCE | 208.89 | 835.56 |
| 20 | 6123332801 CAP | | | | 4.00 PCE | 3.50 | 14.00 |
| 21 | 6119400195 SCREW | | | | 8.00 PCE | 4.23 | 33.84 |
| 22 | 6119443014 WASHER | | | | 8.00 PCE | 1.65 | 13.20 |
| 23 | 6123355501 BUSHING | | | | 1.00 PCE | 420.59 | 420.59 |
| 24 | 6120367150 GREASE 0,4KG | | | | 12.00 PCE | 50.71 | 608.52 |
| 25 | CONSUMABLE Consumable material | | | | 1.00 AMT | 800.00 | 800.00 |

Balance weights and protective apoxy

Alfa Laval Inc.
 5400 Int. Trade Drive
 Richmond, VA 23231
 United States
 Fed. I.D. No.: 13-1681631

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 Fresno, CA 93725
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 customerservice.fresno@alfalaval.com
 www.alfalaval.com

Quotation

**Customer**

City of Coeur d'Alene
Cust no
E1653742

Your reference

Customer request no
RFQ

| | |
|-----------------------------------|---------------------|
| Quote no O-221203-00003 | Version 2 |
|-----------------------------------|---------------------|

Date
01/19/2023

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Assignm. No 2

| Ln | Description | Cust Pos/Item | Lead time | VAT | Quantity | Net price | Amount |
|----|-------------|---------------|-----------|-----|----------|-----------|--------|
|----|-------------|---------------|-----------|-----|----------|-----------|--------|

| | |
|-------------------|-----------|
| Item value | 44,937.34 |
| Freight | 6,450.00 |

| | |
|------------------------|------------------|
| Order total USD | 51,387.34 |
|------------------------|------------------|

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

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Contact
customerservice.fresno@alfalaval.com
www.alfalaval.com



TERMS AND CONDITIONS OF SALE

These Terms and Conditions Apply to All Quotations, Orders, and Contracts for Alfa Laval Inc. Products (hereafter "Equipment"). As used in these Terms and Conditions of Sale, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to the terms and conditions of sale herein and, if applicable, on the attendant quotation, both of which form a part of this order and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect hereto and any conflicting terms and conditions of yours, or any statement therein, whether or not signed by you. We will furnish only the quantities and Equipment specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for terms or conditions of, or for furnishing other equipment or material shown in, any plans and/or specifications for a project to which the Equipment quoted or ordered herein pertain or refer.
2. **PRICES:** Unless otherwise specified in writing, all quoted prices are firm for thirty (30) days from the date of offer. Stenographic, clerical and mathematical errors are subject to correction.
3. **DELIVERY:** Dates for the furnishing of services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, or other acts of God or force majeure, by any statute, regulation, administrative order or decree or order or judgment of a court of law or other causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.
4. **SHIPMENT, RISK OF LOSS, TAXES:** Prices are in U.S. Dollars, F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our prices do not include federal, state, municipal or other government excise, sales, use, occupational, processing, transportation or like taxes now in force or enacted in the future. You shall pay any taxes we may be required to collect or pay now or at any time in the future (including interest and penalties imposed by any governmental authority), or any taxes you may be required to pay, that are imposed upon the sale, delivery or support of Equipment purchased or licensed as a part of this order, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities.
5. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof payment for Equipment shall be (30) days net. Pro rata payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.
6. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of

Resolution No. 23-009

Exhibit "A"

This proposal is subject to the terms and conditions stated in the attached Alfa Laval Standard Terms and Conditions of Sale.



such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

7. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

8. EQUIPMENT WARRANTY AND REMEDY: (a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is Sale free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from delivery to you (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we will correct any such defect with either new or used replacement parts, at our option. Such repair, including both parts and labor, is at our expense. (b) For repairs, parts and service provided by us, we warrant to you that the repairs parts and service we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the machine which required the repairs, parts or service is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of repair, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or service you must promptly notify us in writing.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. If we are unable to repair the Equipment to conform to the warranty after a reasonable number of attempts, we will provide, at our option, one of the following: (i) a replacement for such Equipment, or (ii) full refund of the purchase price. These remedies are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) We will use all reasonable efforts to obtain for you any manufacturer's guarantees or warranties for any sub-assemblies included in the Equipment. To the extent such warranties are assignable, we hereby assign to you all warranties that are granted to us by our suppliers of any sub-assemblies contained in the Equipment.

(e) The warranties set forth above are inapplicable to and exclude (i) any product, components or parts not manufactured by us or covered by the warranty of another manufacturer, (ii) damage caused by accident or the negligence of you or any third party, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning, (iii) damage caused by your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications, (v) damage caused by a product or component part which we did not design, manufacture, supply or repair, or (vi) any other abuse or misuse by you or any third party.

9. LIMITATION OF LIABILITY: In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, certain of the limitations in this paragraph and in subparagraph 8(c) may not apply.

10. OWNERSHIP: All drawings, designs and specifications supplied by us have been prepared or assembled by us and are solely our property. Such drawings, designs and specifications have been furnished in order to provide full



documentation and on the condition that they shall not be reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used, in whole or in part, for furnishing information to others or for any purpose not specifically authorized in a writing signed by one of our corporate officers. These ownership provisions shall not be superseded by any printed form used in connection with or arising out of a sale induced by a proposal or otherwise.

11. PATENT INFRINGEMENT: (a) We warrant that the Equipment in the condition sold to you is free of the rightful claim of infringement of any apparatus claims of any third-party U.S. patent issued as of the date of our acknowledgment and acceptance of your order, and we will defend, indemnify and hold you harmless from such claims; provided, however, we make no express or implied warranties of non-infringement and undertake no indemnification in respect of third-party rights where the alleged patent infringement is based upon or related to (i) any method, process or product claims in third-party U.S. patents; (ii) any combination of the Equipment with other equipment not supplied by us; or (iii) any modifications of the Equipment made by you and not approved by us.

(b) You shall notify us within 30 days of your receipt of notice of an alleged third-party patent infringement claim that would entitle you to patent infringement indemnification pursuant to paragraph 11(a), and we shall thereupon assume defense of the claim at our expense. We shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 11(a)(i), (ii) or (iii), you shall hold us harmless for all expenses and awards of damage assessed against us, and we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

(d) Our total, cumulative liability under paragraphs 11(a), (b) and/or (c) is limited to 100% of the price paid to us by you for the Equipment.

12. SAFETY AND HEALTH STANDARDS: The Equipment described herein (or on the specifications provided herewith) complies with applicable safety and health standards issued pursuant to the Occupational Safety and Health Act of 1970 (the Act) and in effect on this date as such standards are interpreted and understood by us. These standards may be amended and/or their meaning may be clarified prior to shipment or performance, and if such change or clarification requires changes in the Equipment described herein, we shall make the necessary changes available to you. You shall pay for any and all such changes at our prices therefor in effect at time of shipment or performance, as the case may be. Because actual compliance by employers with the Act is beyond our control, we cannot and do not represent that the use of the Equipment described herein, nor the location, installation or maintenance thereof, will comply with the Act or regulations and standards issued pursuant thereto. We make no representation of compliance with safety and health standards contained in any statute, regulations or ordinance of any state or political subdivision thereof applicable to the Equipment described herein unless you have notified us of the existence and contents of such standards and we have agreed in writing to the incorporation of such standards in the specifications relating to such Equipment. Nothing in this provision shall operate to modify or affect in any manner whatsoever our disclaimer of any liability for consequential damages contained elsewhere in these terms and conditions of sale.

13. INSPECTION: Upon prior written notice, you may make reasonable inspections of Equipment at our facility.
Resolution No. 23-009 Exhibit "A"

This proposal is subject to the terms and conditions stated in the attached Alfa Laval Standard Terms and Conditions of Sale.



We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder, you are granted a nonexclusive, royalty free license only for your use of the software provided with our Equipment. Under this license you may: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form for back up purposes in support of your use of our software on the Equipment provided; and (iii) create one additional copy of the software for archival purposes only. This license may not be assigned, sublicensed or otherwise transferred by you without our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval [or its licensor] and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software.

15. **TIME LIMIT FOR BRINGING SUIT:** Any action you file against us, whether for breach of contract, including but not limited to breach of warranty, or for negligence or strict tort, must be commenced within 90 days following the expiration of the Warranty Period.

16. **MODIFICATION OF TERMS:** The terms and conditions of sale set forth herein are an integral part of our proposal and/or confirmation of order. These terms shall not be deemed altered or modified by printed or other "standard" terms in a purchase order, acceptance or similar document. Our confirmation or acknowledgment of any order is with the express understanding that all printed or other "standard" language on any such documents submitted by you will be entirely disregarded to the extent that it varies from the terms and conditions of this proposal/order which may be modified only by typed or handwritten language in the body of your order, acceptance or similar document, together with a written acknowledgment and acceptance of such modification by us.

17. **LIMITATION ON WARRANTIES:** THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY, AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND AN IMPLIED WARRANTY OF NONINFRINGEMENT. WE HEREBY EXPRESSLY EXCLUDE FROM THIS CONTRACT THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF NONINFRINGEMENT. OUR WARRANTIES AND LIABILITIES HEREUNDER ARE LIMITED AS STATED HEREIN.

18. **APPLICABLE LAW:** Any controversy or claim arising out of the contract or the breach thereof shall be finally decided with binding effect on both parties by the courts of Virginia and in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws.

**CITY COUNCIL
STAFF REPORT**

DATE: FEBRUARY 7, 2023

FROM: KYLE MARINE ASSISTANT DIRECTOR, WATER DEPARTMENT

SUBJECT: AWARD QUOTE FOR FORD TRANSIT VAN

DECISION POINT: To ratify the purchase of a 2023 Ford Transit Van for use in the Meter Change Out Program (MCOP) in accordance with the Purchasing Policy adopted by Resolution 17-061.

HISTORY: The 2023 Ford transit van was purchased from Mike White Ford to be used for the Meter Change Out Program (MCOP). The current vehicle has reached its life expectancy and will be sent to surplus at a later date for use by another department if needed. The MCOP started in 2005 replaces all the City's meters on a 10-year rotation. The Water Department (Department) has an annual replacement program for vehicles that is set up on a ten (10) year, one hundred thousand (100,000) mile basis. The MCOP vehicle has met those requirements and it is now being replaced. Quotes were solicited from multiple dealerships but due to the lack of supply no orders were accepted, and quotes were only issued on what they had in stock. The Department tried to utilize the state purchasing contracts; unfortunately, none of the dealerships had access to the requested vehicle unless they were in their inventory. The Department was fortunate to have received two (2) quotes from local dealers. Unfortunately, the RAM vehicle has a bulkhead that the City would have to pay to be removed, along with replacing the front seat to make it usable for our needs. It is also front-wheel-drive which eliminates it from the requirements. Therefore, the Department purchased the Ford vehicle and is seeking ratification of that purchase.

FINANCIAL ANALYSIS: The following quotes were received: Mike White Ford of CDA at \$67,490.00, and Finley Chrysler Jeep Dodge Ram at \$61,131, which includes a six-thousand (\$6,000) dealer markup as they considered it a "rare vehicle." There is currently a line-item budget for vehicle replacement set at \$155,000 in the Department's budget.

PERFORMANCE ANALYSIS: The new transit van will be set up with a workbench and parts bins along with the capability of hauling a pallet of water meters to be utilized in the MCOP. The van was selected due to the operator needing to go back and forth from the driver seat to the cargo area to input meter data for tracking of the replaced meters. The previous vehicle was a ½ ton pickup and was not efficient or heavy enough to use in heavy traffic areas, it was selected to help with data collection while keeping computer software protected from the elements and having adequate room for meters and parts. The Ford cargo vehicle with all-wheel drive was selected for improved operator safety and efficiency and to better help navigate streets in the winter time while doing meter maintenance. It also has an open cab to storage area for easy access to necessary tools and equipment.

DECISION POINT/RECOMMENDATION: To ratify the purchase of a 2023 Ford Transit Van for use in the Meter Change Out Program (MCOP) in accordance with the Purchasing Policy adopted by Resolution 17-061.



PERSONAL PROPERTY & SERVICES PRICE REASONABLENESS FORM

To: Finance Department

From: Water Dep

Date: 1-27-2023

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: New 2023 25 HR Cargo AWD 148" WB V6 10-speed transmission

Purchase in financial plan? Yes [checked] No [] If yes, budget amount in financial plan - \$ 155,000 acco# 4347-7513

If non-budgeted - Date Council approved:

Competitive Quotes Obtained:

1st vendor name and price: Mike White Ford of CDA \$67,490

2nd vendor name and price: Findlay Chrysler Jeep Dodge Ram \$61,131.48

3rd vendor name and price: Young CDJR of Burley, LLC. No response

If Competitive Quotes not obtained, provide Price Reasonableness Analysis: Findlay quote dos not meet our needs. it is not AWD, It has a bulk head that the city would need to pay to remove, seats would need to be replaced.

Vendor Awarded: Mike white Ford Date: 1/27/2023

New vendor to the City? Yes [] No [checked] If yes, attach a completed W-9

Department Head Signature: Terry W Pickel Digitally signed by Terry W Pickel Date: 2023.01.27 10:34:38 -08'00'

Department: Terry Pickel Date: 1/27/2023

Finance Director Approval Signature: Vonnie Jensen Digitally signed by Vonnie Jensen Date: 2023.01.27 09:15:24 -08'00'

MIKE WHITE FORD OF COEUR D'ALENE
 315 W CLAYTON AVENUE
 COEUR D ALENE, ID 83815
 (208) 664-9211

DEAL# 22660
 CUST# 42085
 STK# 165390

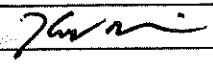
| | | |
|---|---|---------------------------------|
| CITY OF COEUR D ALENE | | |
| PURCHASER'S NAME | | |
| 710 E MULLAN | COEUR D ALENE | ID 83814 |
| STREET ADDRESS | CITY | STATE ZIP |
| 208/964-0201 | | COUNTY |
| RESIDENCE PHONE | BUSINESS PHONE | |
| VEHICLE BEING PURCHASED | PRICE OF VEHICLE | 67490.00 |
| PLEASE ENTER MY ORDER FOR THE FOLLOWING: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> CAR <input checked="" type="checkbox"/> SALE <input type="checkbox"/> USED <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> LEASE <input type="checkbox"/> DEMO <input type="checkbox"/> OTHER | Accessories | |
| YEAR 2023 MAKE FORD MODEL TRANSIT | Manuf. Rebate (If Any) | |
| BODY TYPE VN TRANS. 10-SPEED TRANSMISSION | | |
| STK. NO. 165390 MILES 38 | | |
| VIN NO. 1FTBR2X80PKA39238 | | |
| TO BE DELIVERED ON OR ABOUT 01/27/2023 LIC. NO. | | |
| TITLE TO: CASH DEAL | | |
| SALESPERSON MICHAEL HEDDEN | | |
| INSURANCE: Full insurance coverage is required by Seller only when Purchaser is financing vehicle through bank, credit union, etc., OR when Dealer has security interest in vehicle. Buyer may choose Insurance Co. and Agent. INS. CO. | | |
| AGENT | | N/A |
| ADDRESS | * Taxable Item(s) | |
| PHONE | 67490.00 | Total Price of Vehicle & Access |
| COVERED BY | N/A | Trade Allowance |
| DATE | 67490.00 | N/A % Sales Tax = |
| USED VEHICLE TRADE-IN INFORMATION | N/A | |
| YEAR | N/A | |
| MAKE | N/A | |
| MODEL | N/A | |
| BODY TYPE | N/A | |
| TRANS. | N/A | |
| COLOR | N/A | |
| VIN. | N/A | |
| MILES | N/A | |
| LIEN | N/A | |
| BAL. | N/A | |
| YEAR | N/A | |
| MAKE | N/A | |
| MODEL | N/A | |
| BODY TYPE | N/A | |
| TRANS. | N/A | |
| COLOR | N/A | |
| VIN. | N/A | |
| MILES | N/A | |
| LIEN | N/A | |
| BAL. | N/A | |
| Purchaser agrees to furnish Seller title and current registration to trade-in. Purchaser also agrees to pay any difference in payoff. Dealer will refund any credit balance to Purchaser. PURCHASER | TOTAL CASH DELIVERED PRICE 67490.00 | |
| | TOTAL DOWN PAYMENT | |
| | TOTAL CASH OR CONTRACT DUE ON DELIVERY 67490.00 | |
| | MANUFACTURER'S SUGGESTED RETAIL PRICE IS SUBJECT TO CHANGE BY THE MANUFACTURER. | |

TERMS: The total cash price is payable in full on or before delivery. The Seller retains a security interest in the above described vehicle to secure payment of the total cash price until paid in full.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS', AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" - NOT EXPRESSLY WARRANTED OR GUARANTEED. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age or older, and hereby acknowledge receipt of a copy of this order.

Purchaser's Signature  Date 01/27/2023

Salesperson MICHAEL HEDDEN Manager _____

Credit Approved By _____ Lien Holder CASH DEAL

Address _____ Loan Officer _____ Phone _____

THIS AGREEMENT NOT VALID UNLESS SIGNED BY MANAGER.

THANK YOU - WE APPRECIATE YOUR BUSINESS.

32499*1*FI

VEHICLE DESCRIPTION

TRANSIT

2023 250 HR CARGO AWD
148" WHEELBASE
3.5L PFDI V6 (GAS)
10-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
DARK PALAZZO GRAY VINYL

PK A39238

California Air Resources Board

Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)



Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver ★★ Passenger ★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat Not Rated Rear seat Not Rated

Based on the risk of injury in a side impact.

Rollover Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FTBR2X80PKA39238



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN QR TEXT: 1FPKA39238 TO 46028



Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/



ford.com

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- AUXILIARY FUEL PORT
 - BODY SIDE MOLDINGS - BLACK
 - BUMPERS - CARBON BLACK
 - FULL SIZE SPARE TIRE/WHEEL
 - HEADLAMP COURTESY DELAY
 - WIPERS - RAIN-SENSING

- INTERIOR**
- AIR CONDITIONING
 - ASSIST HANDLES - A-PILLAR
 - INTERIOR LIGHTING - LED
 - LOCKING GLOVE BOX
 - POWERPOINT - 12V (FRONT)
 - STEERING - TILT/TELESCOPIC
 - TACHOMETER

- FUNCTIONAL**
- AUTO HIGH-BEAM HEADLAMPS
 - ELECTRONIC PWR ASST STEER
 - FORWARD COLLISION WARNING
 - HILL START ASSIST
 - LANE-KEEPING SYSTEM
 - POST-COLLISION BRAKING
 - PRE-COLLISION ASSIST W/AEB
 - REAR VIEW CAMERA
 - W/ TRAILER HITCH ASSIST
 - SELECTABLE DRIVE MODES
 - SIDE-WIND STABILIZATION
 - SUSPENSION - HEAVY DUTY FRONT AXLE

- SAFETY/SECURITY**
- 3 POINT SAFETY BELTS
 - ADVANCETRAC™ WITH RSC®
 - AIRBAGS FRONT, SIDE AND SAFETY CANOPY® SYSTEM
 - BRAKES - 4WHEEL DISC W/ABS
 - SECURILOCK® ANTI-THEFT SYS™
 - SOS POST-CRASH ALERT SYS™
 - TIRE PRESSURE MONIT SYS

- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

- OPTIONAL EQUIPMENT/OTHER**
- PREFERRED EQUIPMENT PKG.101A
 - 4.10 LIMITED SLIP AXLE
 - REAR COMPARTMENT LIGHTING
 - FRONT LICENSE PLATE BRACKET
 - FIXED REAR CARGO DOOR GLASS
 - TIE DOWN CARGO HOOKS
 - 253 DEGREE OPENING
 - AUTO START STOP REMOVAL
 - WIFI 4G LTE HOTSPOT DELETE
 - 9070# GVWR PACKAGE
 - 2WAY DRV/PASS PALAZZO VINYL
 - 50 STATE EMISSIONS
 - SHORT-ARM PWR HEAT MIRRORS
 - FRONT FOG LAMPS
 - CRUISE CONTROL
 - DUAL BATTERIES (70 AMP-HR)
 - D-PILLAR ASSIST HANDLES
 - FRONT OVERHEAD SHELF
 - RUNNING BOARD
 - HEAVY-DUTY SCUFF PLATE KIT
 - 2 ADDITIONAL KEYS
 - POWERPOINT (12V)
 - POWER OUTLET (110V/400W)
 - E-85 FLEX FUEL CAPABLE

(MSRP)

- NO CHARGE
- 75.00
- NO CHARGE
- 250.00
- 25.00
- 75.00
-
- 50.00
-
- 20.00
- NO CHARGE
- 45.00
- NO CHARGE
- 160.00
- 105.00
- 325.00
- NO CHARGE
- 60.00
- 75.00
- 310.00
- 350.00
- 75.00
- 15.00
- NO CHARGE
- 475.00

(MSRP)

- PRICE INFORMATION**
- BASE PRICE \$53,345.00
 - TOTAL OPTIONS/OTHER 2,350.00
- TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 55,695.00
1,795.00

Price for City of Coeur d'Alene \$67,490.00

RAMP ONE

CA7C

RAMP TWO

RAIL

ITEM #: 74-P835 O/T 1

TOTAL MSRP \$57,490.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER

M582 D 6B A6 335 007107 12 07 22

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: JANUARY 23, 2023

FROM: CAPTAIN DAVE HAGAR, POLICE DEPARTMENT

SUBJECT: DESIGN SERVICES CONTRACT WITH TREANORHL

DECISION POINT: Should Council approve a Design Services contract with TreanorHL to provide a masterplan and design services for the first phase of the police department expansion and remodel to be compensated at 9% of the budget for the cost of the work?

HISTORY: Council previously approved \$4,500,000 in ARPA funds for the remodel and addition to the Police Department Headquarters Building. In September of this year, we advertised an RFQ for Design Services and reviewed the submittals of the six (6) firms who responded to the RFQ. Based on this, we conducted interviews with the three (3) finalists and the board unanimously selected TreanorHL as the design firm based on the totality of their submittal and interview.

FINANCIAL ANALYSIS: The City has previously allocated \$4,500,000 in ARPA funds for this project and the Design Services fees will be taken out of these designated funds.

PERFORMANCE ANALYSIS: The award of the contract with TreanorHL will serve to solidify the full team including the Architect, the Contractor, and City Staff who have already been meeting and have made great progress toward the masterplan and identifying what can be accomplished in the first phase of construction.

DECISION POINT: Council should approve the Design Services contract with TreanorHL to provide a masterplan and design services for the first phase of the Police Department expansion and remodel to be compensated at 9% of the budget for the cost of the work.

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«The City of Coeur D'Alene »« »
«710 E. Mullan Ave »
«Coeur d'Alene, ID 83814 »
« »

and the Architect:
(Name, legal status, address and other information)

«Treanorhl »« »
«1040 Vermont »
«Lawrence, KS. 66044 »
« »

for the following Project:
(Name, location and detailed description)

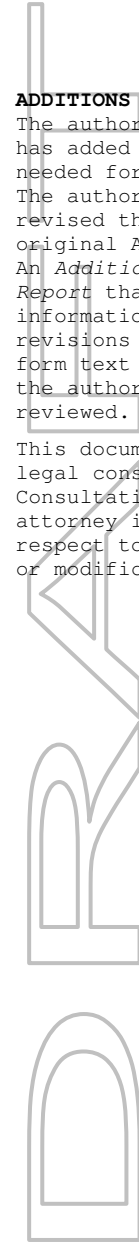
The scope of the project is to complete a masterplan for a renovation of and addition to the existing law enforcement center. The masterplan will identify growth for the facility and provide phasing options for construction. The design team shall complete the masterplan and the initial phase of the project as indicated by the City of Coeur d'Alene. The services shall be as outlined in this contract and the first phase shall be identified within the masterplan and the current budget. The City may proceed with supplemental phases as funding is identified and consideration will be given to TreanorHL for design services in such supplemental phases.

»
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«A program will be developed by the architect for the masterplan as part of this project. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«Existing building and site have been attached for reference to this contract. An additional parcel of land has been purchased by the City of Coeur d'Alene and has been included for reference. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

«Owners project budget for the initial phase is 4,500,000.00. This budget is inclusive of all costs to be paid for by the City, including, but not limited to, Architect's fees, Geotechnical and ALTA surveys, permit fees, Special Use Permit and other Zoning fees, etc. »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«The Architect shall provide a design schedule to meet the owners needs to complete the project prior to resources not being available for construction. »

.2

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Construction Manager/General Contractor contract services under Idaho Statutes. »

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«David Hagar »
«3818 Schreiber Way »
«CdA, ID 83814 »
« »
« »
« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Jeffrey T. Lane »
«1040 Vermont »
«Lawrence, KS 66044 »
« »
« »
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Lochsa »« »
«Riley Mahaffey »
«201 N. Maple Grove Rd Ste 100 »
«Boise, ID 83704 »
« »

.2 Mechanical Engineer:

«Cator Ruma »« »
«Jeffery L. Jesse »
«2222 S. Broadway Ave. »
«Boise, ID 83706 »
« »

.3 Electrical Engineer:

«Cator Ruma »« »
«Kyle Olson »
«2222 S. Broadway Ave. »
«Boise, ID 83706 »
« »
« »

.4 Civil Engineer:

Coffman Engineers
Tom Arnold
10 N. Post St. Ste 500
Spokane, WA 99201

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than « » (\$ «1,000,000.00 ») for each occurrence and « » (\$ «2,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « » (\$ «1,000,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » (\$ «5,000,000.00 ») per claim and « » (\$ « ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

[AR1]

§ 3.6 [AR2] Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of

subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|---|---|
| § 4.1.1.1 Programming | Architect |
| § 4.1.1.2 Multiple preliminary designs | Architect |
| § 4.1.1.3 Measured drawings | NP |
| § 4.1.1.4 Existing facilities surveys | NP |
| § 4.1.1.5 Site evaluation and planning | Architect |
| § 4.1.1.6 Building Information Model management responsibilities | Architect |
| § 4.1.1.7 Development of Building Information Models for post construction use | NP |
| § 4.1.1.8 Civil engineering | Architect |
| § 4.1.1.9 Landscape design | Architect |

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|---|---|
| § 4.1.1.10 Architectural interior design | Architect |
| § 4.1.1.11 Value analysis | NP |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | NP |
| § 4.1.1.13 On-site project representation | NP |
| § 4.1.1.14 Conformed documents for construction | NP |
| § 4.1.1.15 As-designed record drawings | Architect |
| § 4.1.1.16 As-constructed record drawings | NP |
| § 4.1.1.17 Post-occupancy evaluation | NP |
| § 4.1.1.18 Facility support services | NP |
| § 4.1.1.19 Tenant-related services | NP |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | NP |
| § 4.1.1.21 Telecommunications/data design | Architect |
| § 4.1.1.22 Security evaluation and planning | Architect |
| § 4.1.1.23 Commissioning | NP |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | NP |
| § 4.1.1.25 Fast-track design services | NP |
| § 4.1.1.26 Multiple bid packages | NP |
| § 4.1.1.27 Historic preservation | NP |
| § 4.1.1.28 Furniture, furnishings, and equipment design | NP |
| § 4.1.1.29 Other services provided by specialty Consultants | |
| § 4.1.1.30 Other Supplemental Services | |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «2» («Two») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «12» («Twelve») visits to the site by the Architect during construction

3. «1» («One») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. «1» («One») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «36» («Thirty-six») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope

of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[] Arbitration pursuant to Section 8.3 of this Agreement

[] Litigation in a court of competent jurisdiction[NA3]

[] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

<< >>

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

<< >>

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for

the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1
- .2 Percentage Basis
(Insert percentage value)

«nine percent » («9 ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«To Be Negotiated »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«To be negotiated »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|---------------------------------|--------------------|------------------|------------|-----------|
| Schematic Design Phase | «Twenty » | percent (| «20 » | %) |
| Design Development Phase | «Thirty » | percent (| «30 » | %) |
| Construction Documents Phase | «Twenty-Five » | percent (| «25 » | %) |
| Procurement Phase | «Five » | percent (| «5 » | %) |
| Construction Phase | «Twenty » | percent (| «20 » | %) |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Exhibit B »

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants[AR4].

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «Zero » (\$ «0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Thirty » («30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«Six » % «6 »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

«§ 12.1 Tax Provision. If an Internal Revenue Code Section 179D deduction is available for the Project, the parties agree to cooperate to assign such rights to Architect to enable Architect to obtain such deduction. Any costs of compliance or certification to obtain the deduction shall be paid by the Architect. Any such tax deduction obtained shall be for the sole use of the Architect.

§

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

TREANORHL, INC.

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

«Jeffrey T. Lane »«Principal »

(Printed name, title, and license number, if required)



OTHER BUSINESS

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: **JANUARY 23, 2023**

FROM: **MIKE BECKER, CAPITAL PROGRAMS MANAGER, WASTEWATER
 DEPT.**

SUBJECT: **SEWER MASTER PLAN APPROVAL AND IMPLEMENTATION**

DECISION POINT: Should City Council approve the Wastewater Department's implementation of the 2022 Wastewater Collection System (Sewer) Master Plan Update?

<https://www.cdaid.org/files/Wastewater/2022SewerMasterPlan.pdf>

HISTORY: Since 2002 and every 10 years since, the Coeur d'Alene Wastewater Department has hired consultants to complete or update a comprehensive analysis of the city's public sanitary sewer collection (conveyance) system. This analysis includes studying and assessing existing (current), committed (near-term), and master plan (long-term buildout) sewer flows based on city-wide growth trends and developments. It is a vital tool used to identify deficiencies within the city's sewer collection system and prioritize rehabilitation and replacement (R/R) projects to correct these deficiencies. It also forecasts potential capacity issues as it relates to growth and creates a Capital Improvement Plan (CIP) to address these issues. All this information is compiled into a report entitled Wastewater Collection System (Sewer) Master Plan (SMP).

The 2022 SMP is a comprehensive report and includes numerous updates to the previous 2013 SMP. As the city continues to grow, demands on the city's existing sewer system are constantly evolving, requiring updates and eventually a comprehensive revision. The goal of the 2022 SMP is to continue helping the Wastewater Department manage the city's entire sanitary sewer collection system.

PERFORMANCE ANALYSIS: Similar to previous SMPs, the 2022 SMP looks at the city's sewer system in the following model scenarios and then develops a CIP.

- **Existing Model.** The Existing Model provides a current real-world snapshot of the city sewer system.
- **Committed Model.** Using calibrated sewer flows established in the existing model, the Committed Model reflects all parcels (developed and vacant) within the city, or served by the city, including Fernan Lake Village, Dalton Gardens Commercial District and Kootenai County Fairgrounds, and their impact to the city's existing sewer system.
- **Master Plan Model.** The Master Plan Model represents all properties within the Area of City Impact (ACI) delineated at buildout conditions inclusive of Fernan Lake Village, Dalton Gardens Commercial District and Kootenai County Fairgrounds. Using the city's comprehensive Plan (2022-2042) to designate Land Use and densities, this model provides a wealth of information. Master Plan Results include expansion of new sewer service

areas, recommended routing and design of pipe “trunklines” and pump stations, reserve (available) capacity for accommodating growth, compromised capacity issues with possible solutions, and rerouting of existing sewers.

- **Capital Improvement Plan.** Prior to implementing a CIP project, Wastewater monitors and verifies actual flows vs. modelled flows. If capacity issues are observed, Wastewater takes steps to schedule a CIP Project.

FINANCIAL ANALYSIS: As shown on the 2022 SMP’s Table 7-4, a total of 52 sewer system issues have been identified as potential CIP projects over the next 20 years. The table below provides a summary of estimated capital costs associated with CIP Project timeframes. Project C.2 is presently out for bid and Extension Project E.9 was recently completed by a developer. E.9 will eventually be removed from this list. Wastewater is presently monitoring sewer flows for Projects C.1 and C.7.

20-Year CIP Cost Summary

| CIP Project & (Timeframe) | Capital Cost ⁽¹⁾ |
|---|-----------------------------|
| C.1 (0-5) Years | \$386,000 |
| C.2 (0-5) Years | \$1,212,000 (2023) |
| C.7 (5-10) Years | \$1,978,000 |
| E.9 (5-10) Years | \$130,000 (Completed) |
| 10-20 Years | \$0 |
| As Needed with Growth | \$37,199,000 |
| As Needed with Rehabilitation & Replacement | \$7,008,000 |
| Totals | \$47,913,000 |

1. All capital costs are in 2022 dollars and are a Class 4 cost opinion (i.e., -30% to +50% per AACE).

As shown above, nearly 78% of the estimated \$47,913,000 Total Capital Cost are for projects flagged “As Needed” and growth dependent. In short, this is where “growth pays for growth” and Wastewater will continue to work with the development community in this area.

As the city’s sewer system expands, sewer infrastructure deficiencies are continuously being discovered. The ones found in the 2022 SMP’s Table 7-4 were first identified using the SMP’s Asset Management Program (AMP) and later verified by the Wastewater Department. They make up nearly 5% of the estimated 20-year Capital Costs at \$7,008,000. Using the AMP, Wastewater will need to continue budgeting at least \$800,000 annually for R/R projects. This will extend the service life of the sewer repaired another 50 to 100 years.

DECISION POINT/RECOMMENDATION: City Council should approve the Wastewater Department’s implementation of the 2022 Wastewater Collection System (Sewer) Master Plan Update.

RESOLUTION NO. 23-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE 2022 CITY OF COEUR D'ALENE WASTEWATER COLLECTION SYSTEM (SEWER) MASTER PLAN UPDATE.

WHEREAS, the Coeur d'Alene Wastewater Department has a Wastewater Collection System (Sewer) Master Plan;

WHEREAS, this Master Plan should be updated every ten years in order to adequately address growth and changes in regulations and technology, and to identify deficiencies within the City's sewer collection system and prioritize rehabilitation and replacement (R/R) projects to correct these deficiencies;

WHEREAS, the Wastewater Department hired consultants in 2002 and 2012 to complete or update a comprehensive analysis of the City's public sanitary sewer collection (conveyance) system;

WHEREAS, it being ten years since the last update, the Wastewater Department recommended that the City review and update the Master Plan; and

WHEREAS, the City hired J-U-B Engineers, Inc., to perform the review and update;

WHEREAS, the review and update has been completed, and a report dated November 2022 and entitled the 2022 Wastewater Collection System Master Plan Update has been prepared;

WHEREAS, the Mayor and City Council of the City of Coeur d'Alene have determined that it is in the best interests of the City of Coeur d'Alene, Kootenai County, Idaho, that the 2022 Coeur d'Alene Wastewater Collection System Master Plan Update be adopted and implemented.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the 2022 Coeur d'Alene Wastewater Collection System Master Plan Update be, and hereby is, adopted.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the Wastewater Department be, and hereby is, authorized to implement the Master Plan Update.

BE IT FURTHER RESOLVED that the City Clerk is directed to retain one copy of the plan on file.

DATED this 7th day of February, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

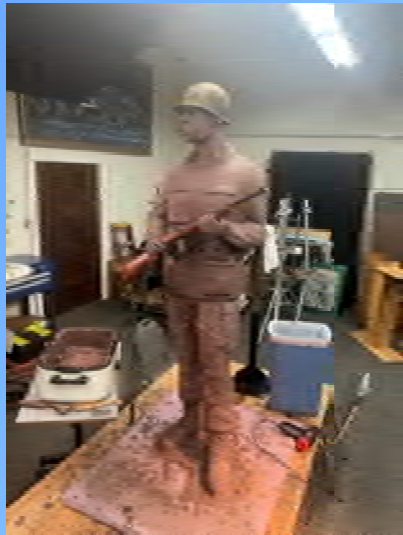
| | |
|------------------------|-------|
| COUNCIL MEMBER ENGLISH | Voted |
| COUNCIL MEMBER MILLER | Voted |
| COUNCIL MEMBER GOOKIN | Voted |
| COUNCIL MEMBER EVANS | Voted |
| COUNCIL MEMBER MCEVERS | Voted |
| COUNCIL MEMBER WOOD | Voted |

_____ was absent. Motion _____.



**Approve the Donation of the
Art Piece Entitled
“U.S. Army Soldier”
to the City’s Public Art Collection.
Donated to the City by the Bud Ford Estate.**

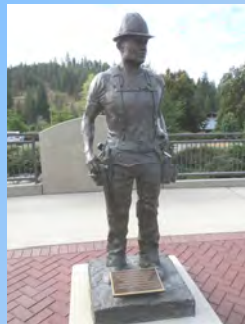
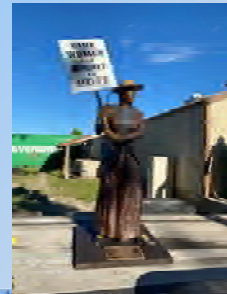




**“U.S. Army Soldier”
Artist: Terry Lee**



History Walk



Approve the Donation of
Public Art entitled “U.S. Army Soldier”
from Charles & Ginger Ford to the City’s
Public Art Collection.



RESOLUTION NO. 23-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE DONATION TO THE CITY'S PUBLIC ART COLLECTION OF THE FOLLOWING ARTWORK: "US ARMY SOLDIER" BY TERRY LEE, DONATED BY CHARLES AND GINGER FORD, ON BEHALF OF THE BUD FORD ESTATE.

WHEREAS, the Arts Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene accept the donation of the artwork to the City's public art collection, pursuant to terms and conditions set forth in the Staff Report, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to accept the donation;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept the donation of the artwork by Terry Lee entitled "US Army Soldier," pursuant to the terms and conditions set out in the Staff Report, attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify the terms and conditions of the donation to the extent the substantive provisions of terms and conditions of the donation remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to accept the referenced artwork on behalf of the City.

DATED this 7th day of February, 2023.

James Hammond, 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 MCEVERS Voted

COUNCIL MEMBER WOOD Voted

_____ was absent. Motion _____.

**CITY COUNCIL MEETING
STAFF REPORT**

DATE: FEBRUARY 7, 2023

FROM: STEPHANIE PADILLA, CITY ACCOUNTANT

SUBJECT: ACCEPTANCE OF DONATED ART PIECE “U.S. ARMY SOLDIER” TO CITY OF COEUR D’ALENE’S PUBLIC ART COLLECTION

DECISION POINT: Should the City accept the donation from Charles and Ginger Ford, on behalf of the Bud Ford Estate, a life size bronze statue entitled “U.S. Army Soldier” by artist Terry Lee, valued at \$60,000, to the City’s public art collection?

HISTORY: The City of Coeur d’Alene Arts Commission Public Art Policy, adopted by the City Council pursuant to Resolution No. 00-101 on November 2, 1999, amended by Resolution No. 08-017 on April 1, 2008, and amended by Resolution No. 17-027 on May 2, 2017, designates the Coeur d’Alene Arts Commission as the standing committee charged by the City Council to oversee the Public Art program. Oversight responsibilities of the commission include donations of artwork to the public collection.

The City of Coeur d’Alene Arts Commission is excited to add an additional piece of art to the City’s collection. The donated statue will be added in the vicinity of the History Walk in McEuen Park. The History Walk currently displays a Lumber Jack, Farmer, Working Man, Suffragist, and Miner. The various art pieces represent the historic foundation of the City of Coeur d’Alene.

The Arts Commission, at their meeting held on April 26, 2022, voted unanimously to accept the future donation of the piece of art known as “U.S. Army Soldier,” as commissioned by the late Bud Ford, and to recommend that Council accept the donated art piece, valued at \$60,000. Pursuant to finishing foundry work, the artwork would be scheduled for completion and installation in September 2023.

FINANCIAL: The art piece was originally commissioned by the late Bud Ford, and Charles and Ginger Ford have agreed to the total financial donation in the amount of \$60,000, which will cover the full cost to Terry Lee Studio, Inc., to complete the art piece. There will be costs associated with the installation of the piece, which will be covered by the public art fund. There is a dedicated art maintenance fund to pay ongoing expenses. The art piece will be included in the City’s assets and covered by insurance.

PERFORMANCE ANALYSIS: Donations of a quality piece of art is an extremely cost-effective way to enhance and build upon the City’s impressive public art collection. Public art can be a change agent for the community. It creates and establishes neighborhood and community identity, and also enhances the visual landscape and character of the City. It turns ordinary spaces into community landmarks, promotes community dialogue and, most importantly, is accessible to everyone.

DECISION POINT/RECOMMENDATION: Council should approve the donation of the life size bronze statue entitled “U.S. Army Soldier” as an addition to the History Walk collection.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, SENIOR PLANNER
DATE: FEBRUARY 7, 2023
SUBJECT: A-4-22 – ZONING IN CONJUNCTION WITH ANNEXATION OF +/- 440 ACRES FROM COUNTY AG SUBURBAN TO CITY R-8, R-17, C-17L, AND C-17 (COMMONLY KNOWN AS COEUR TERRE)
LOCATION: PROPERTY NORTH OF INTERSTATE-90 AND WOODSIDE AVENUE, SOUTH OF WEST HANLEY AVENUE, EAST OF HUETTER ROAD, AND WEST OF ATLAS ROAD

APPLICANT(S):

Owner:

Kootenai County Land Company, LLC
1859 N. Lakewood Dr. #200
Coeur d’Alene, ID 83814

Consultant:

Connie Krueger, AICP
1859 N. Lakewood Dr. #102
Coeur d’Alene, ID 83814

DECISION POINT:

Kootenai County Land Company, LLC, through their representative Connie Krueger, is requesting consideration of annexation for a +/-440-acre parcel in Kootenai County, currently zoned AG-Suburban, to be incorporated into city limits with a mix of zoning designations described within this staff report including: R-8, R-17, C-17L, and C-17. City Council is also being asked to consider approval of the proposed annexation and development agreement for Coeur Terre.

VICINITY MAP:



BIRD'S EYE VIEW (LOOKING NORTH):



BIRD'S EYE VIEW (LOOKING SOUTH):



GENERAL INFORMATION:

The subject property is located on the west side of the city, north of I-90 and W. Woodside Ave., south of the future W. Hanley Ave. extension, east of N. Huetter Rd., and west of N. Buckskin Rd., Lancaster Rd., N. Arthur St., and W. Industrial Lp. The subject property is vacant except for a large water tower owned by the City on a leased parcel in the northeast corner. There are two homesites east of N. Huetter Rd. that are not included in the request (see annexation map and aerial photo for reference).

This application was made before the Planning Commission on October 11, 2022; 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. Motion by Ingalls, seconded by Fleming, to recommend annexation, zoning, and a development agreement as presented in the public hearing. The motion to approve was carried by a 6 to 0 vote.

HISTORY OF ACQUISITION AND PLANNING (PER APPLICANT NARRATIVE):

2012:

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

2013-2017:

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

2018-2019:

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

2019-2020:

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

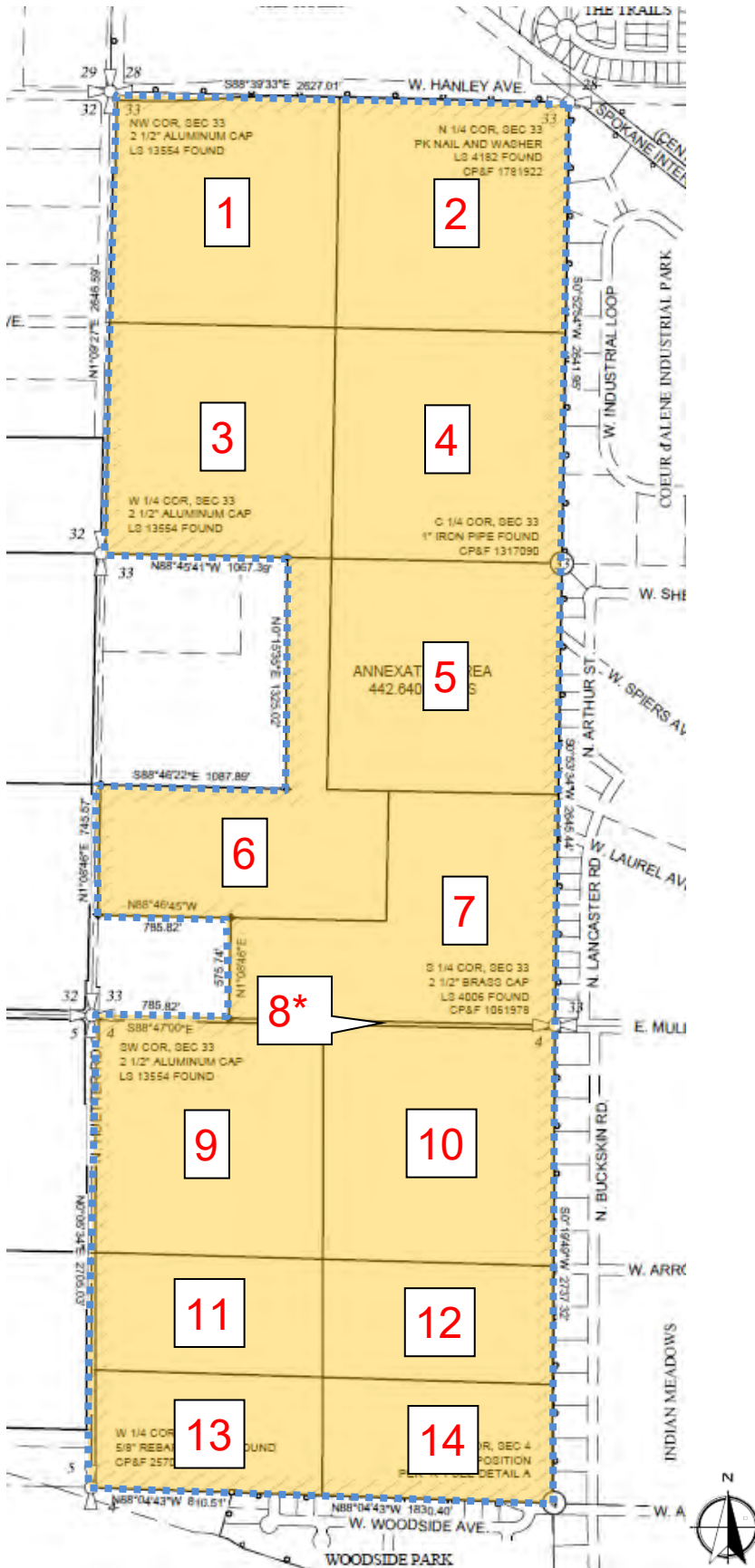
2021:

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

2022:

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

ANNEXATION MAP:



Properties to be annexed:

| AIN | OWNER |
|--------|----------|
| 185900 | LREV 32 |
| 343012 | LREV 27 |
| 343011 | LREV 28 |
| 143623 | LREV 29 |
| 343013 | LREV 30 |
| 128956 | LREV 31 |
| 128181 | LREV 33* |
| 343779 | LREV 34 |
| 142685 | LREV 35 |
| 343780 | LREV 36 |
| 343781 | LREV 37 |
| 103743 | LREV 38 |
| 106733 | LREV 39 |

*Also included in the property is a 1.4922 acre property previously owned by Washington Water Power Co. that has transferred into applicant's ownership. Online maps may not reflect this change in ownership.

REQUESTED ZONING:

The applicant has provided legal descriptions and a zoning district exhibit (map following) laying out the requested zones over the existing parcels.

Requested Zoning Districts Include R-8, R-17, C-17L, and C-17 as defined below:

R-8:

- Main District
 - 10,199,661.12 SQ FT (234.152 acres more or less)

R-17:

- North District
 - 5,006,829.96 SQ FT (114.941 acres more or less)
- Middle District
 - 264,670.56 SQ FT (6.076 acres more or less)
- South District
 - 1,329,407.64 SQ FT (30.519 acres more or less)

C17L:

- Existing Water Tower Site: To be dedicated to City
 - 22,501 SQ FT (0.517 acres more or less)
- Future Well Site: To be dedicated to City
 - 22,500 SQ FT (0.517 acres more or less)

C-17:

- North District
 - 533,130.84 SQ FT (12.239 acres more or less)
- South District
 - 1,705,722.48 SQ FT (39.158 acres more or less)

R-8 (Residential at 8 units/acre)

17.05.090: GENERALLY:

- A. The R-8 District is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.
- B. In this district a special use permit, as prescribed in section 17.09.205 of this title may be requested by neighborhood sponsor to restrict development for a specific area to single-family detached housing only at eight (8) units per gross acre. To constitute neighborhood sponsor, at least sixty six percent (66%) of the people who own at least sixty six percent (66%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 1/2) acres bounded by streets, alleys, rear lot lines, or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.
- C. Project review (see sections 17.07.305 through 17.07.330 of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses, except residential uses for four (4) or fewer dwellings.

- D. A maximum of two (2) dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two (2) units and each dwelling unit meets the minimum yard (setback) requirements.
 - 1. For the purposes of this section, the term "two (2) dwelling units" shall mean two (2) single family dwelling units, one single family dwelling unit and one accessory dwelling unit (ADU), or one duplex. (Ord. 3600, 2018; Ord. 3560, 2017)

17.05.100: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-8 District shall be as follows:

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

17.05.110: PERMITTED USES; ACCESSORY:

- Accessory permitted uses in an R-8 District shall be as follows:
- Accessory dwelling units.
- Garage or carport (attached or detached).
- Private recreation facility (enclosed or unenclosed).

R-17 (Residential at 17 units/acre):

17.05.250: GENERALLY:

- A. The R-17 District is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.
- B. This district permits single-family detached housing as specified by the R-8 District and duplex housing as specified by the R-12 District.
- C. This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.
- D. This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low-density residential districts.
- E. Project review (see chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses except residential uses for four (4) or fewer dwellings. (Ord. 3560, 2017)

17.05.260: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-17 District shall be as follows:

- Administrative.
- Childcare facility.
- Community education.
- Duplex housing as specified by the R-12 District.
- Essential service.

- "Home occupation", as defined in this title.
- Multiple-family.
- Neighborhood recreation.
- Public recreation.
- Single-family detached housing.

17.05.270: PERMITTED USES; ACCESSORY:

Accessory permitted uses in an R-17 District shall be as follows:

- Accessory dwelling units.
- Garage or carport (attached or detached).
- Mailroom and/or common use room for multiple-family developments.
- Outside area or building for storage when incidental to the principal use.
- Private recreation facility (enclosed or unenclosed).

C-17L (Light Commercial/Residential at 17 units/acre):

17.05.570: GENERALLY:

- The C-17L district is intended as a low density commercial and residential mix district. This district permits residential development at a density of seventeen (17) units per gross acre as specified by the R-17 district and limited-service commercial businesses whose primary emphasis is on providing a personal service.
- Retail/wholesale commercial would require the granting of a special use permit in accordance with section 17.09.205 of this title.
- This district is suitable as a transition between residential and commercial zoned areas and should be located on designated collector streets or better for ease of access and to act as a residential buffer.
- A variance may be granted to partially waive off street parking and/or lot coverage requirements for commercial developments utilizing common parking.
- Project review (chapter 17.07, article IV of this title) is required for all subdivision and for all residential, civic, commercial, service and industry uses except residential uses for four (4) or fewer dwellings.

17.05.580: PERMITTED USES; PRINCIPAL:

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

- Administrative offices.
- Automobile parking when serving an adjacent business or apartments.
- Banks and financial establishments.
- Boarding house.
- Childcare facility.
- Commercial film production.
- Community assembly.
- Community education.
- Duplex housing (as specified by the R-12 district).
- Essential service.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Home occupation.
- Hospitals/healthcare.
- Juvenile offenders facility.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Nursing/convalescent/res t homes for the aged.

- Personal service establishment.
- Professional offices.
- Public recreation.
- Rehabilitative facility.
- Religious assembly.
- Single-family detached housing (as specified by the R-8 district).

17.05.590: PERMITTED USES; ACCESSORY:

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

- Accessory dwelling units.
- Apartment for resident caretaker.
- Outdoor storage or building when incidental to the principal use.
- Private recreation (enclosed or unenclosed).
- Residential accessory uses as permitted by the R-17 district.

C-17 (Commercial/Residential at 17 units/acre):

17.05.490: GENERALLY:

- The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.
- This district should be located adjacent to arterials, however, joint access developments are encouraged.
- A variance may be granted to partially waive off street parking and/or lot coverage requirements for commercial developments utilizing common parking facilities.
- Residential developments in this district are permitted as specified by the R-17 district.
- Project review (chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service, and industry uses, except residential uses for four (4) or fewer dwellings.

17.05.500: PERMITTED USES; PRINCIPAL:

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

- Administrative offices.
- Agricultural supplies and commodity sales.
- Automobile and accessory sales.
- Automobile parking when serving an adjacent business or apartment.
- Automobile renting.
- Automobile repair and cleaning.
- Automotive fleet storage.
- Automotive parking.
- Banks and financial institutions.
- Boarding house.
- Building maintenance service.
- Business supply retail sales.
- Business support service.
- Childcare facility.
- Commercial film production.
- Commercial kennel.
- Commercial recreation.
- Communication service.
- Community assembly.
- Community education.
- Community organization.
- Construction retail sales.

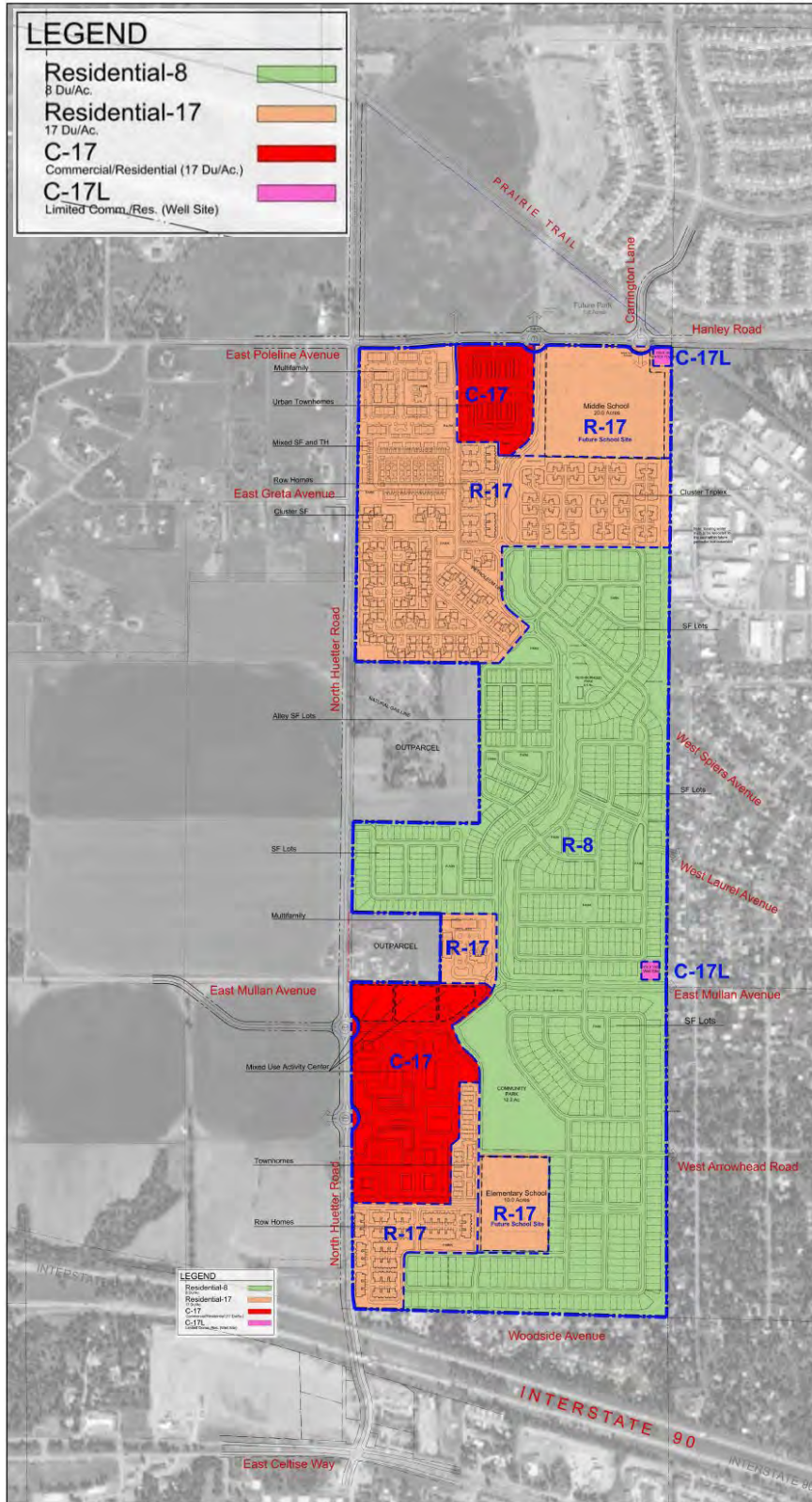
- Consumer repair service.
- Convenience sales.
- Convenience service.
- Department stores.
- Duplex housing (as specified by the R-12 district).
- Essential service.
- Farm equipment sales.
- Finished goods wholesale.
- Food and beverage stores, on/off site consumption.
- Funeral service.
- General construction service.
- Group assembly.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Home furnishing retail sales.
- Home occupations.
- Hospitals/healthcare.
- Hotel/motel.
- Juvenile offenders facility.
- Laundry service.
- Ministorage facilities.
- Mobile food court.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Noncommercial kennel.
- Nursing/ convalescent/ rest homes for the aged.
- Personal service establishments.
- Professional offices.
- Public recreation.
- Rehabilitative facility.
- Religious assembly.
- Retail gasoline sales.
- Single-family detached housing (as specified by the R-8 district).
- Specialty retail sales.
- Veterinary office.

17.05.510: PERMITTED USES; ACCESSORY:

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

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

PROPOSED ZONING DISTRICT MAP:



North

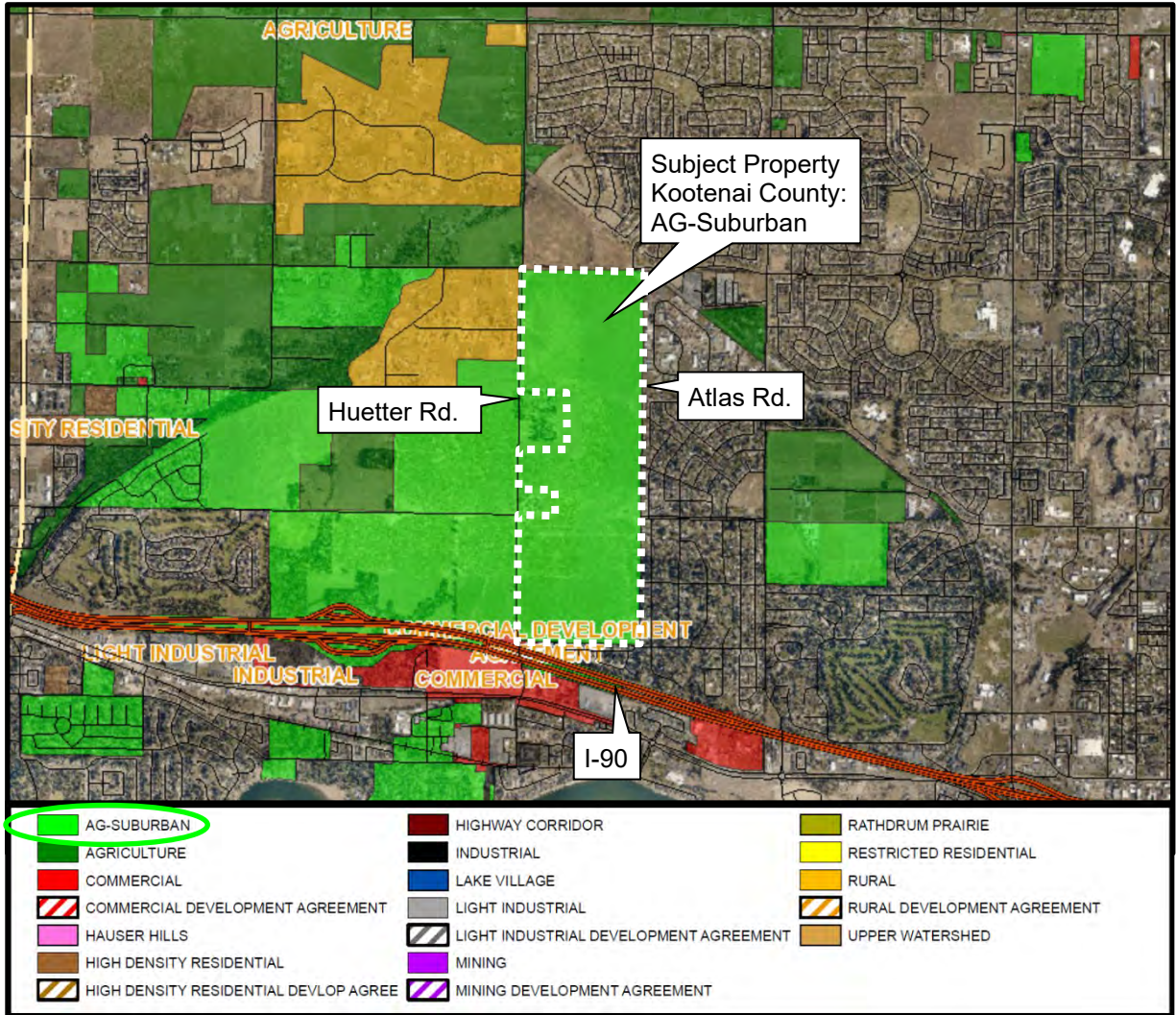
CŒUR TERRE

Proposed Zoning and Land Uses
East Neighborhood
Kootenai County, Idaho

DATE: May 1, 2022
REVISION: July 8, 2022

The drawings presented are for illustrative purposes only and are subject to change based on final design and construction. All applicable codes, standards, and other design requirements are shown in blue. © 2022 BSB Design, Inc.

KOOTENAI COUNTY ZONING MAP:



CURRENT KOOTENAI COUNTY ZONING:

ARTICLE 2.3. AGRICULTURAL SUBURBAN ZONE

8.2.301: GENERAL DESCRIPTION:

The Agricultural Suburban Zone is a zoning district in which the land has been found to be suitable for residential and small-scale agricultural uses.

8.2.302: RESTRICTIONS:

In the Agricultural Suburban Zone, no building or premises shall be used, nor shall any building or structure hereafter be erected or altered (unless provided in this title), except for the following uses in accordance with the standards set forth in this article.

8.2.303: LOT SIZE, DENSITY AND SITE AREA:

The minimum lot size in the Agricultural Suburban Zone, except in conservation subdivisions, shall be two (2.00) acres.

Note: Since the subject property is located over the Rathdrum Prairie Aquifer, it cannot be subdivided to less than 5.0 acres in size. Moreover, the density shall be a maximum of (1) single family residence on 5.0 acres, thus prohibiting Accessory Living Units (ALUs) unless the parcel is 10.0 acres or greater in size.

-Submitted by Vlad Finkel, Planner III, Kootenai County Community Development

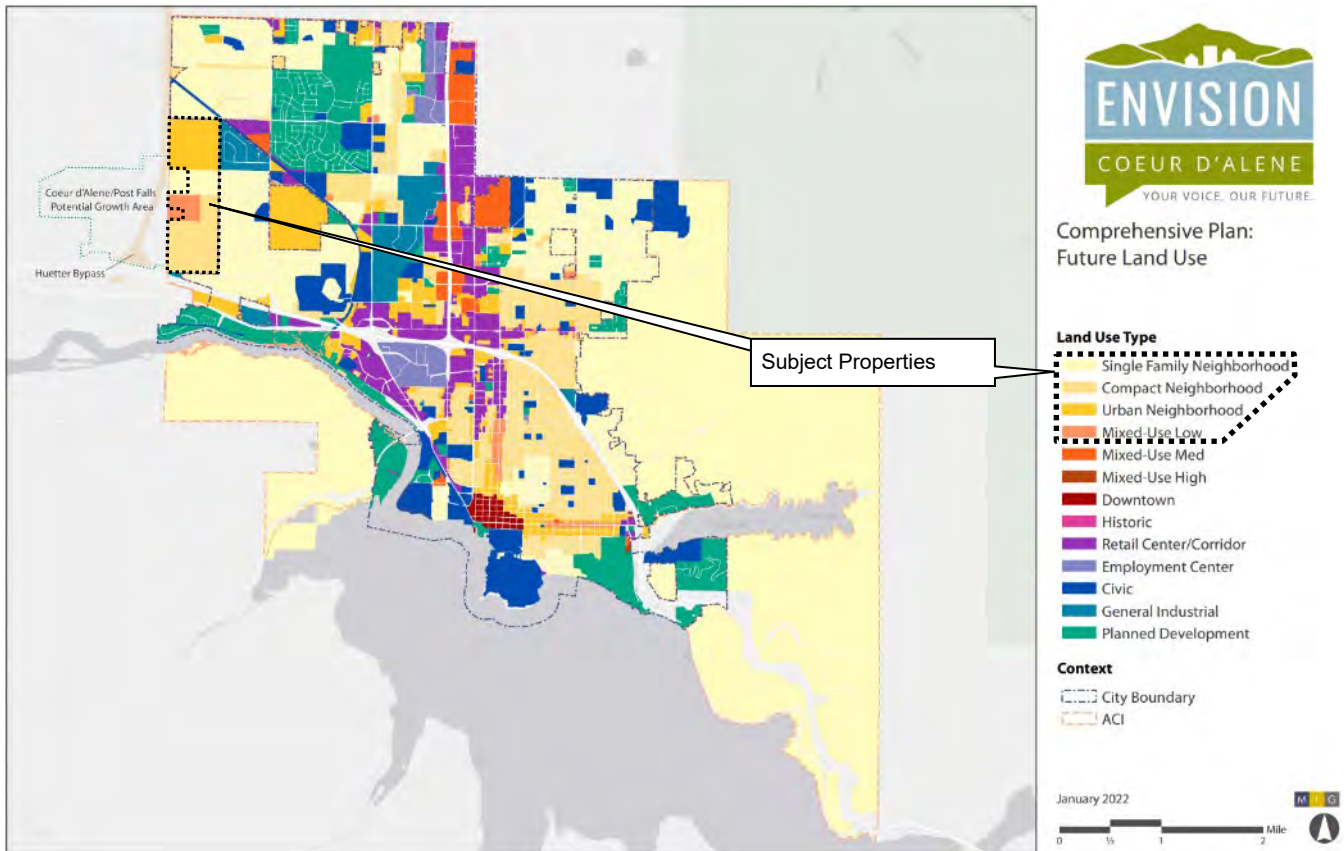
REQUIRED FINDINGS FOR ANNEXATION:

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

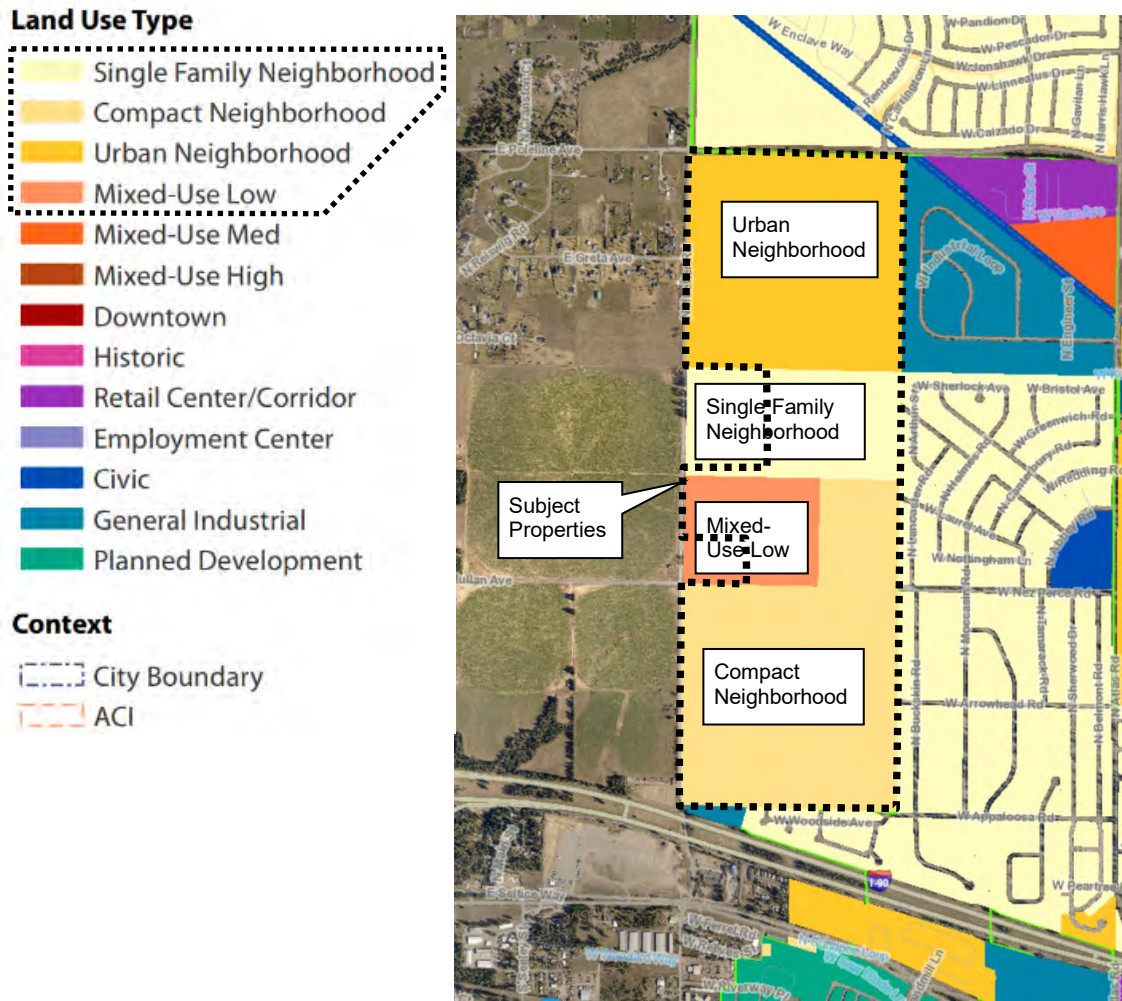
2022-2042 COMPREHENSIVE PLAN- LAND USE CATEGORIES:

- The subject property is within the Area of City Impact (ACI).
- The City’s 2022-2042 Comprehensive Plan categorizes this area as:
 - Single Family Neighborhood
 - Compact Neighborhood
 - Urban Neighborhood
 - Mixed-Use Low

Future Land Use Map (City Context):



Future Land Use Map (Neighborhood Context):



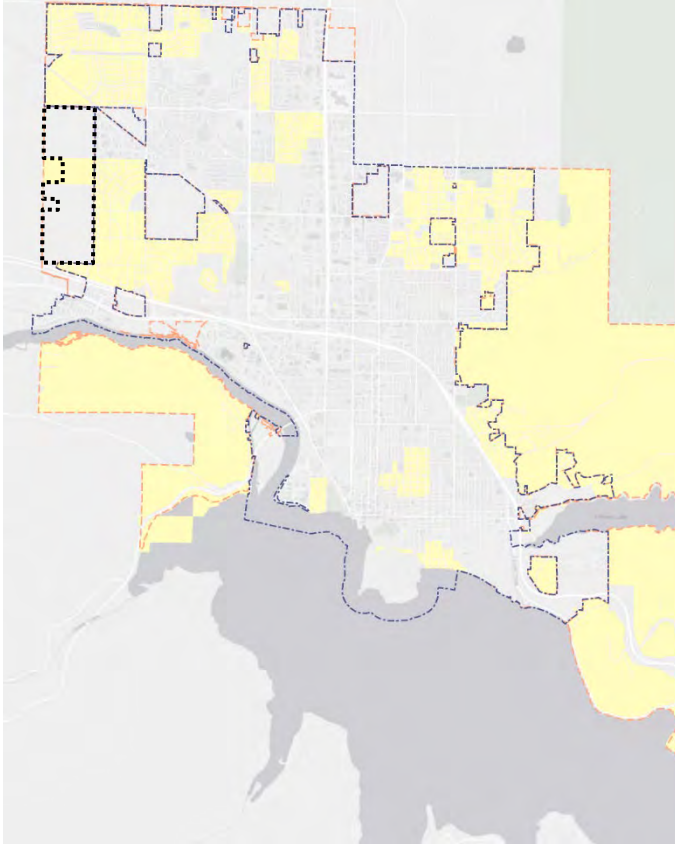
Place Types

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

Single-Family Neighborhood

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

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



Single-Family Neighborhood



Key Characteristics

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

Transportation

- Neighborhood streets for local access connected by collectors

Typical Uses

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

Building Types

- 1-2 story detached houses

Compatible Zoning

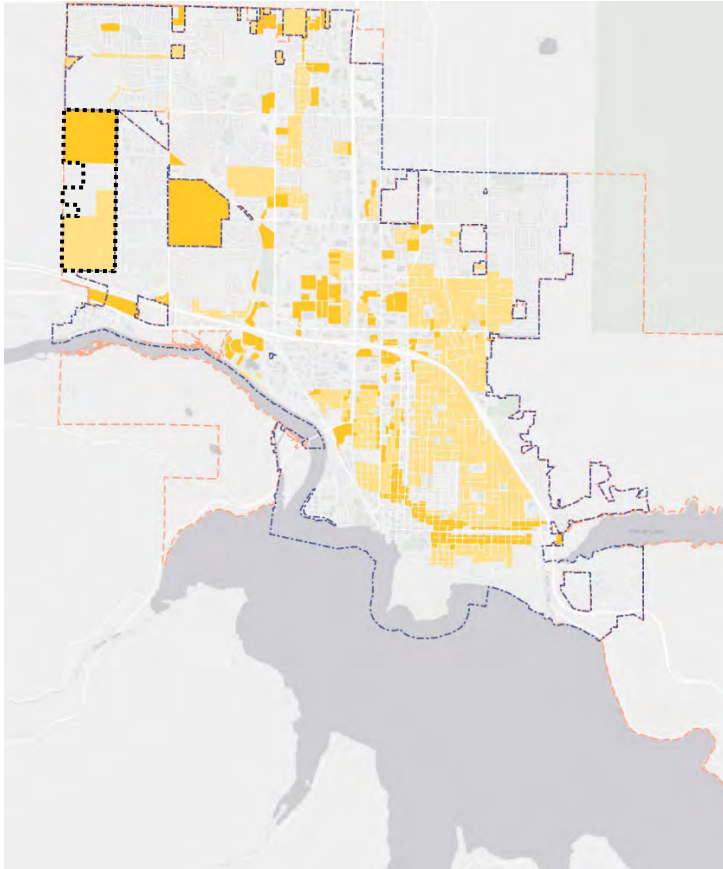
- R-1, R-3, R-5, and R-8; MH-8



Compact Neighborhood

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

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



Compact Neighborhood



Key Characteristics

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

Transportation

- Gridded street pattern with pedestrian and bicycle facilities

Typical Uses

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

Building Types

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

Compatible Zoning

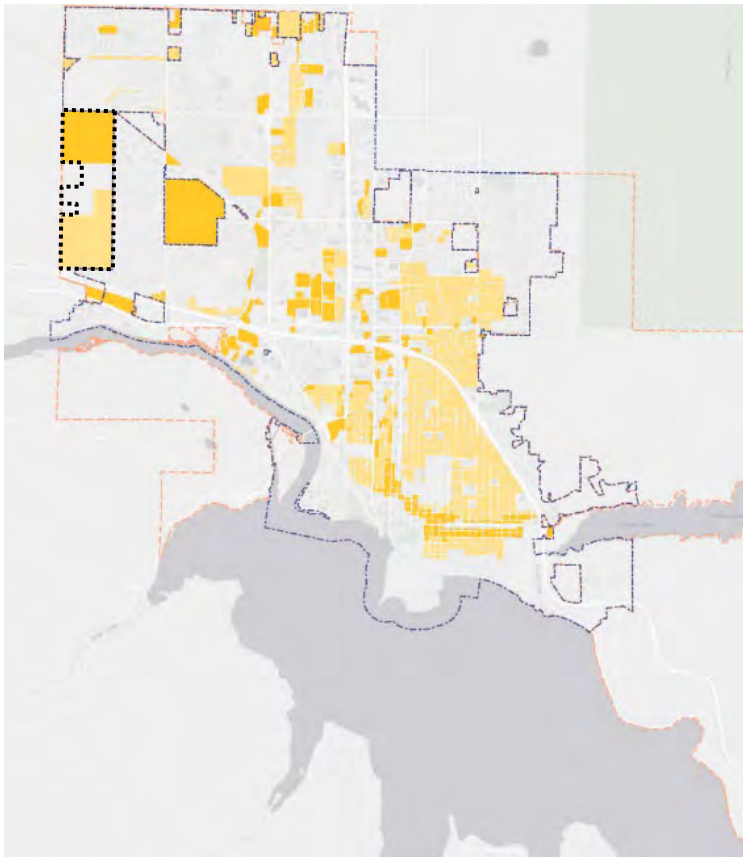
- R-12 and R-17; MH-8; NC and CC



Urban Neighborhood

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

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



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

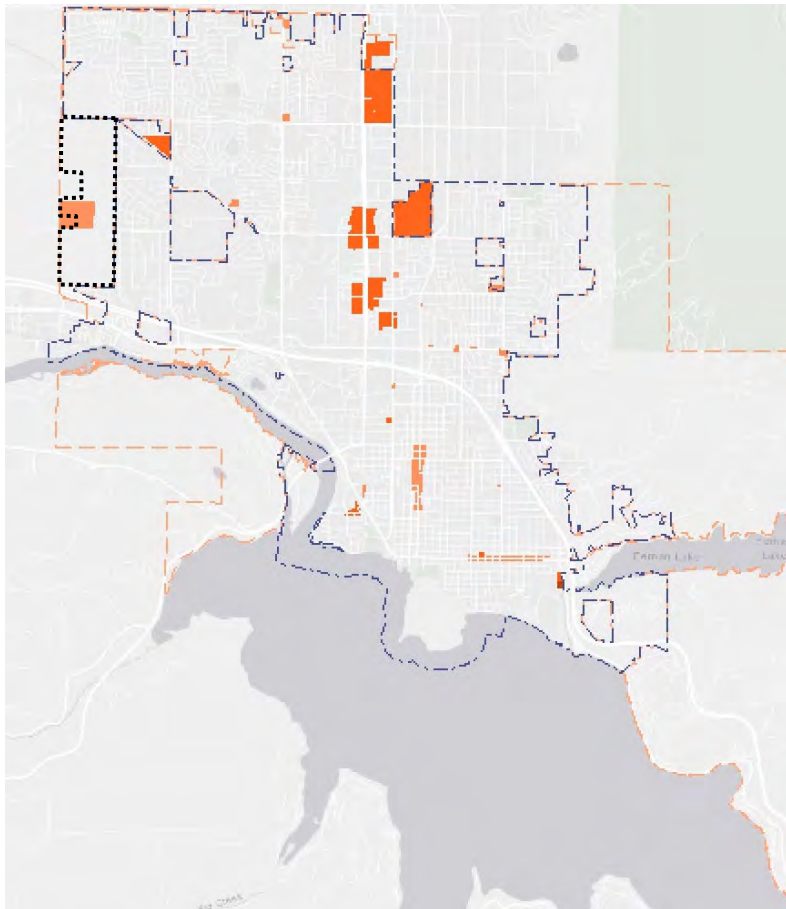
Compatible Zoning

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

Mixed-Use Low

Mixed-Use Low places are highly walkable areas typically up to four-stories. Development types are primarily mixed-use buildings, with retail, restaurants on corners or along the entire ground floor frontage, but could also include townhomes and multifamily housing. Floors above are residential, office, or a combination of those uses. Multifamily residential development provides additional housing options adjacent to mixed-use buildings. This place type is typically developed along a street grid that has excellent pedestrian and bike facilities, with mid-block crossings, as needed, to provide pedestrian access.

Compatible Zoning: C17 and C17L; NC and CC



Mixed-Use Low



Key Characteristics

Mixed-Use Low places are highly walkable areas typically up to four-stories. Development types are primarily mixed-use buildings, with retail, restaurants on corners or along the entire ground floor frontage, but could also include townhomes and multifamily housing. Floors above are residential, office, or a combination of those uses. Multifamily residential development provides additional housing options adjacent to mixed-use buildings. This place type is typically developed along a street grid that has excellent pedestrian and bike facilities, with mid-block crossings, as needed, to provide pedestrian access.

Transportation

- Gridded main streets and mid-block pedestrian connections
- High ease-of-use pedestrian and bicycle facilities



Typical Uses

- Primary: Retail, commercial, office, restaurant, multifamily residential
- Secondary: Civic uses, parking

Building Types

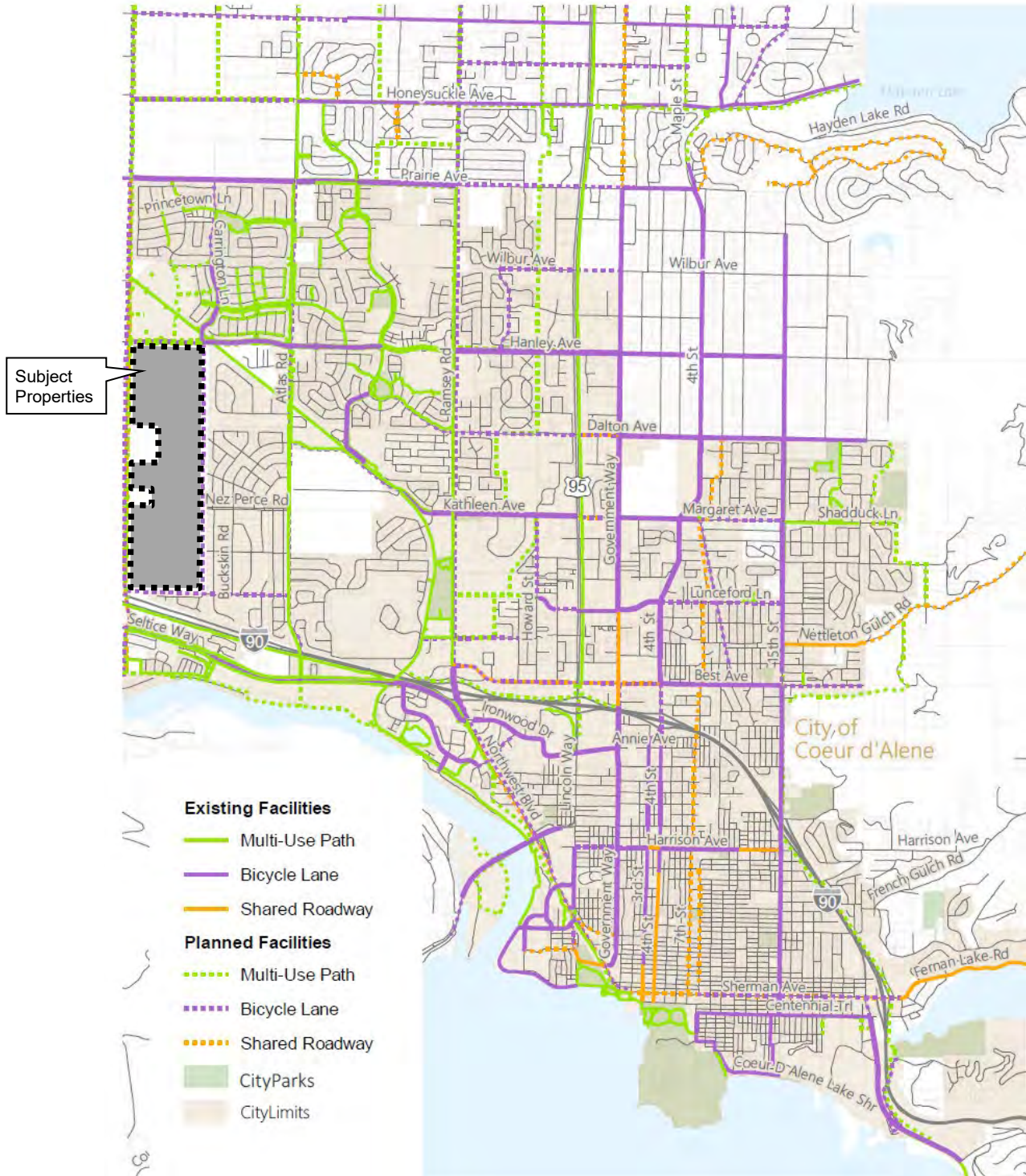
- Up to four stories, retail and commercial on the ground floor, with residential units above

Compatible Zoning

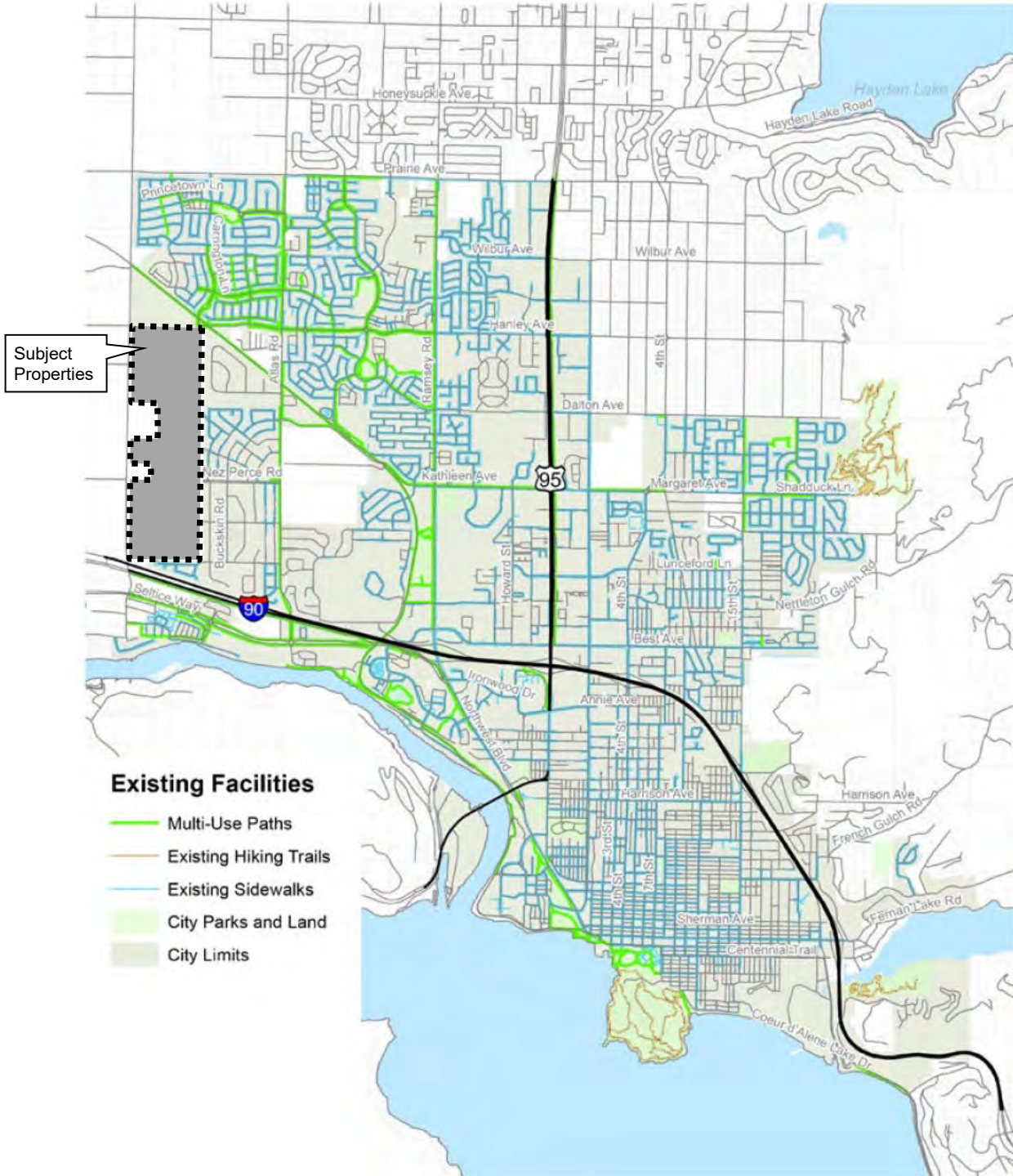
- C17 and C17L; NC and CC

Transportation

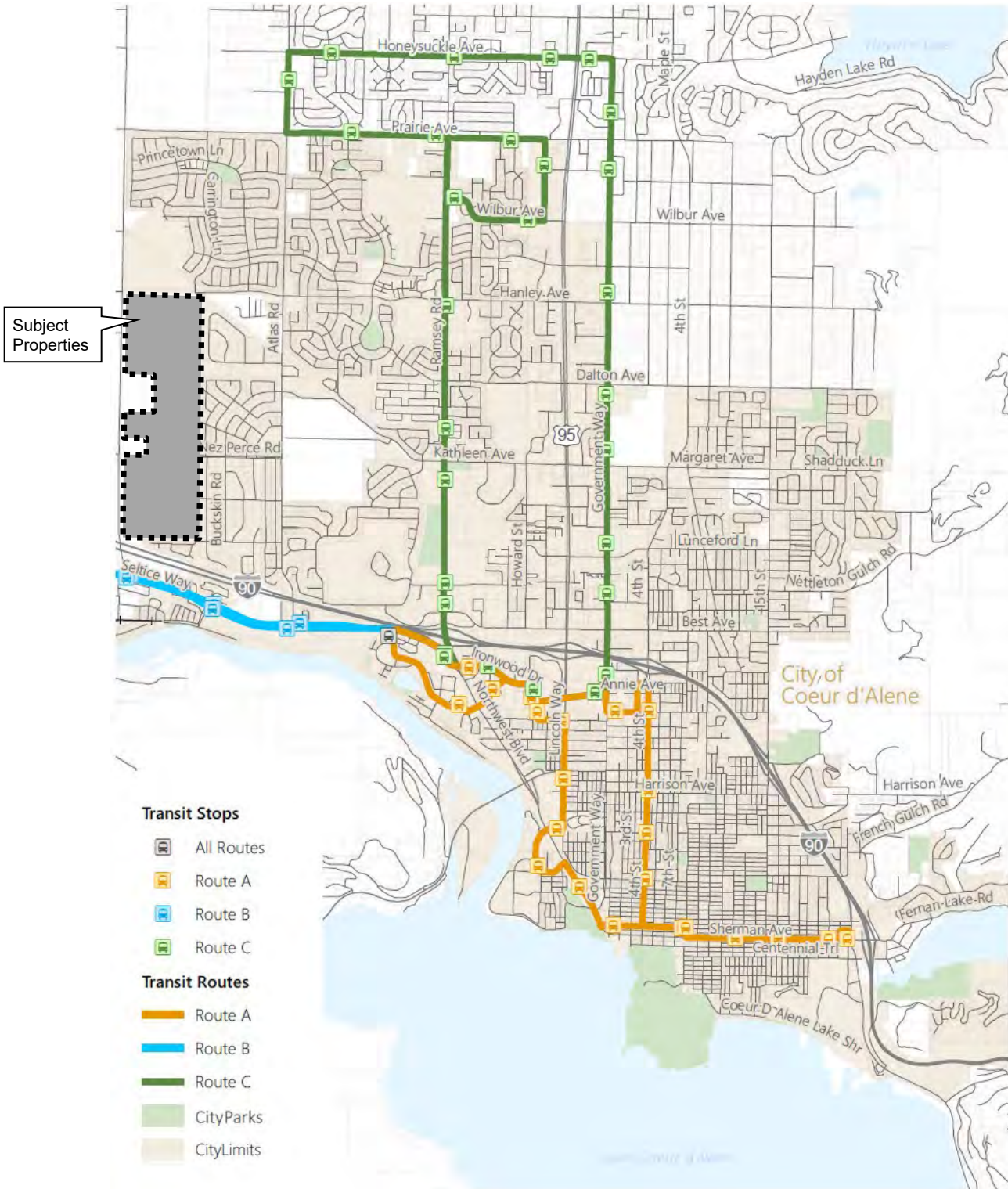
Existing and Planned Bicycle Network:



Existing and Planned Walking Network:



Existing Transit Network:



Comprehensive Plan Policy Framework:

Community & Identity

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

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

Goal CI 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.

Goal GD 3: Support the development of a multimodal transportation system for all users.

Objective GD 3.1 Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.

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

Finding #B9

That public facilities and utilities (are) (are not) available and adequate for the proposed use.

PARKS & TRAILS:

Parks: The 2021 Coeur d’Alene Parks and Recreation Master Plan calls for a community park and a neighborhood park in this development. These are not required in a specific location at this time, but will be located where it makes the most sense in a future PUD and/or subdivision request. The level-of-service (LOS) for parkland is five (5) acres per thousand (1000) residents. This will put the total required acreage of public parkland at ~18 acres between the community park, and the residential park (10 ac. and 8 ac., respectively) . This is calculated using counts of all current residents within a mile and a half of the

proposed location of the community park and future residents of the proposed development, not just the future residents of the proposed development. The developer will construct the parks to the specifications of the Parks Department.

Trails: A minimum of two (2) public north-south trails and two (2) public east-west trails are needed for this development. These trails will be required to traverse the full length/width of the development and tie into external pre-existing or future planned trails. Location, alignment, timing, and connections will be determined at the time of PUD and/or subdivision.

The parks and trail connections are further described in the annexation and development agreement.

-Submitted by Monte McCully, Trails Coordinator

STORMWATER:

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

-Submitted by Chris Bosley, City Engineer

STREETS:

The subject site is currently undeveloped and has frontage on Huetter Road to the west and Hanley Ave to the north. To the east and south, it abuts the Woodside Park, Indian Meadows, and Northshire subdivisions and the Coeur d'Alene Industrial Park. Street connections to the neighboring subdivisions shall be incorporated as described under Finding #B11 to disperse traffic rather than focusing congestion. Huetter Road is controlled by Post Falls Highway District and approval will be required from them for any street access to Huetter Road or improvements to Huetter Road. The Streets and Engineering Department has no objection to this annexation request with the following conditions to be addressed in the annexation and development agreement.:

- Huetter Road shall be reconstructed from the southern extent of the development to Hanley Road meeting City Standards 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 timing of these improvements will be determined by the concurrency analyses to be completed with each phase of development.
- 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 the required concurrency analysis. The Owners shall pay their proportionate share of the Hanley-Huetter signalized intersection at a time as determined by the affected agencies.
- The Nez Perce Road/Huetter Road intersection shall be constructed to its future configuration as modeled for 2045 when development in that area occurs or the traffic study indicates the need.

-Submitted by Chris Bosley, City Engineer

WATER:

The property proposed for annexation within the City of Coeur d’Alene Area of City Impact will be served by the public water system. The public water system has the capacity and willingness to serve the planned development with a recommended inclusion of an additional water source for future use.

Existing public utility easements for a 24” transmission main will be maintained or replaced at the developer’s expense. All new public water facilities will be constructed to City standards and will be looped where applicable to ensure service redundancy and reliability. All public water facilities placed in any private streets or on private property for fire flow or looping will required to have a minimum 20’ public utility easement designated as a condition of service.

The property for an existing water storage facility as well as a mutually agreed upon parcel for a potential new water source is requested 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 property under the tank is requested to be transferred upon approval of the annexation. 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. Details of the water storage facility and parcel for a new water source shall be addressed in the annexation and development agreement.

-Submitted by Terry Pickel, Water Department Director

WASTEWATER:

The Subject Property is within the City of Coeur d’Alene Area of City Impact (ACI) and in accordance with the 2013 Sewer Master Plan; the City’s Wastewater Utility presently has the wastewater system capacity and willingness to serve this annexation request as proposed. All Wastewater Policies are required, including: One lot one lateral, to-and-through, and easement widths/ROW dedication for public utilities. All required improvements to serve the proposed development shall be borne by the developer.

City maintained sanitary sewer is available in multiple locations to the North (Hawks Nest LS) to the East and the Southeast of this property. There are Five (5) potential projects highlighted by Lakeside Real Estate Holdings and JUB to upgrade collection system sewer capacity. These projects are laid out in the “Coeur Terre Development Wastewater Collection Study” (May 2022) from the developer and JUB Engineering and is included in the Development Agreement with triggers for timing, improvements, and connections. Staff recommends these projects be considered for the annexation and development agreement.

-Submitted by Mike Anderson, Wastewater Superintendent

FIRE:

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

Fire Department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler

system) will be reviewed prior to final plat recordation, or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The CDA FD will address all concerns at site development and building permit submittals.

-Submitted by Bobby Gonder, Fire Inspector

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

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

PHYSICAL CHARACTERISTICS:

The subject property is almost flat based on overall size. There are two areas on the south end that have grade changes (see red areas in “elevation map” below). An existing water tower is sited in the northeast corner, otherwise the parcels are vacant.

Huetter Road on the west side of the property is currently a north/south two-lane road that will provide future access to the site. The south side of the property is bordered by North Idaho Maritime and the existing Woodside single family neighborhood which provides multiple access points. The east side of the property is adjoined by the CDA Industrial Park (north 1/3) with (south 2/3) See photos, map of existing ROWs, & neighborhood adjacencies for additional context.

ELEVATION MAP (5 FOOT CONTOURS):



Looking north into subject property at the Wedgewood Loop terminus:



Looking west from south end of subject property near the Wedgewood Loop terminus:



Looking east from south end of subject property near the Wedgewood Loop terminus:



Appaloosa ROW interior to subject property looking southeast:



Appaloosa ROW terminus to subject property looking west:



Subject property from south end looking north:



Looking north from the southeast corner of the subject property toward the water tower:



Looking west from the south end of subject property near Wedgewood Loop terminus:



Grade change looking west from south end of property (shown in red on elevation map):



Looking north into subject property from terminus of Woodside Ave:



Looking north into subject property from terminus of Woodside Ave:



Looking west near southwest corner of subject property toward Huetter Rd.:



Looking south from southwest corner of subject property along Huetter Rd. (elevated I-90):



Looking north from southwest corner of subject property along Huetter Rd.:



Looking north toward large parcels not part of the request with water tower in the distance:



Looking west toward the terminus of Arrowhead Rd. into subject property:



Looking west toward the terminus of Nez Perce Rd. into subject property:



Looking northwest from the terminus of Laurel Ave. into subject property:



Looking northwest toward the terminus of Spires Ave. into subject property:



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

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

TRAFFIC:

The proposed annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation alone, but rather, would be generated by actual development of the property. Traffic impacts anticipated with each phase of development will be analyzed at that time as part of the concurrency analysis that is outlined in the proposed annexation and development agreement. A traffic study was conducted by CivTech using current Kootenai Metropolitan Planning Organization (KMPO) modeling data to ensure traffic mitigation is feasible. The Streets and Engineering Department has no objection to this annexation request with the following conditions as detailed in the annexation and development agreement:

- To mitigate traffic congestion, 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 the required concurrency analysis. The Owners shall pay their proportionate share of the Hanley-Huetter signalized intersection at a time as determined by the affected agencies.
- In order to address cumulative traffic impacts associated with phase of the development, transportation improvements concurrent with each phase of development, shall be installed in compliance with City standards and the current City of Coeur d'Alene Trails and Bikeways Master Plan.
- Traffic studies acceptable to the City, in consultation with the Post Falls Highway District where applicable, shall be completed 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 these analyses.

- All access onto Huetter Road from the development shall be approved by Post Falls Highway District prior to construction.

-Submitted by Chris Bosley, City Engineer

POLICE:

As long as ingress/egress concerns are properly addressed by Streets and Engineering through a traffic study, then PD does not have any major issues with this annexation request.

-Lee White, Chief of Police

NEIGHBORHOOD CHARACTER & LAND USE:

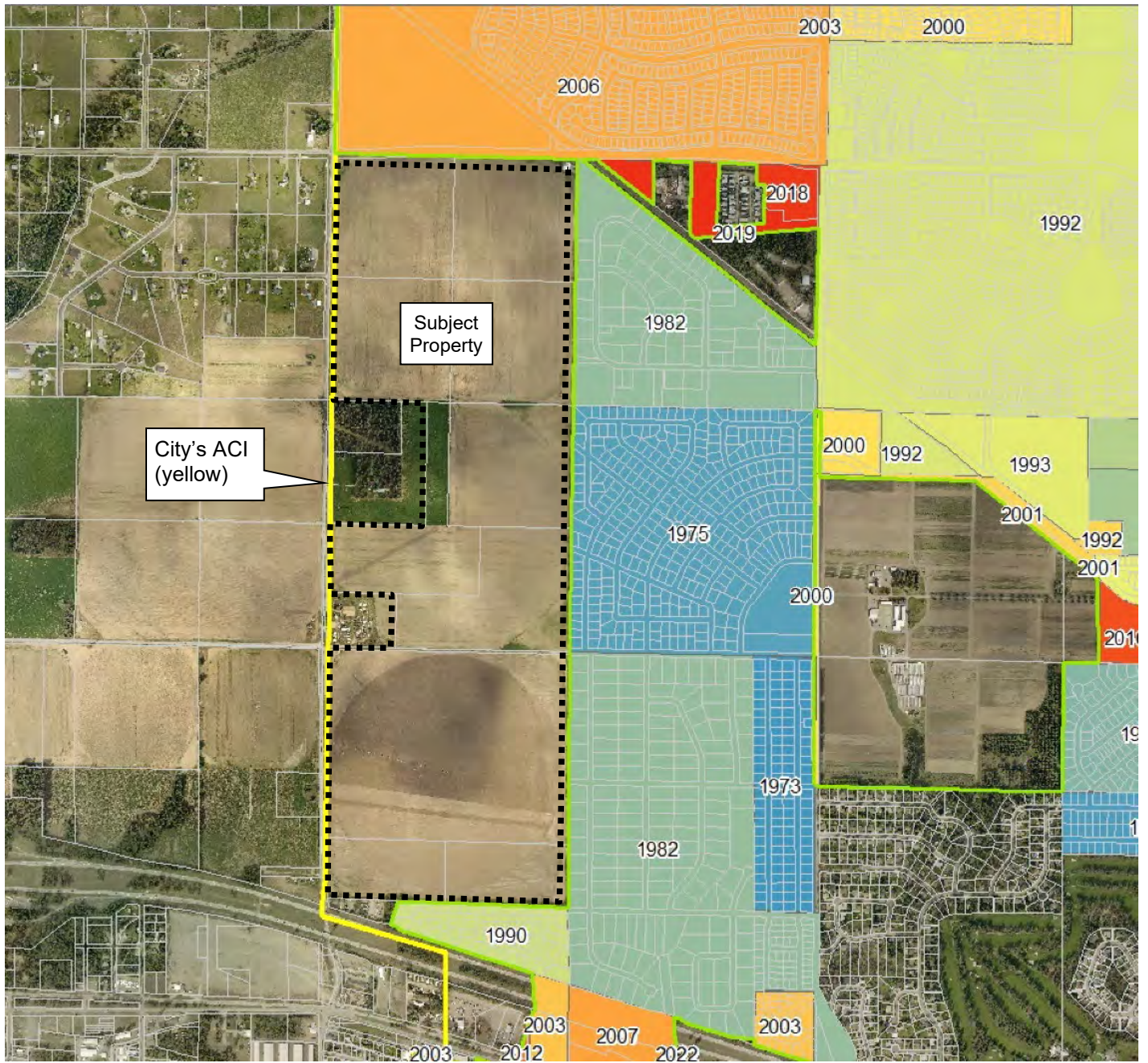
This area of Coeur d'Alene has a mix of development and uses that have spanned many decades (see annexation exhibit). Due to the subject property size, it is adjacent to a number of established single-family neighborhoods to the south and east, the industrial park northeast, newer neighborhoods to the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

MAP OF EXISTING RIGHTS-OF-WAY NEAR SUBJECT PROPERTIES:

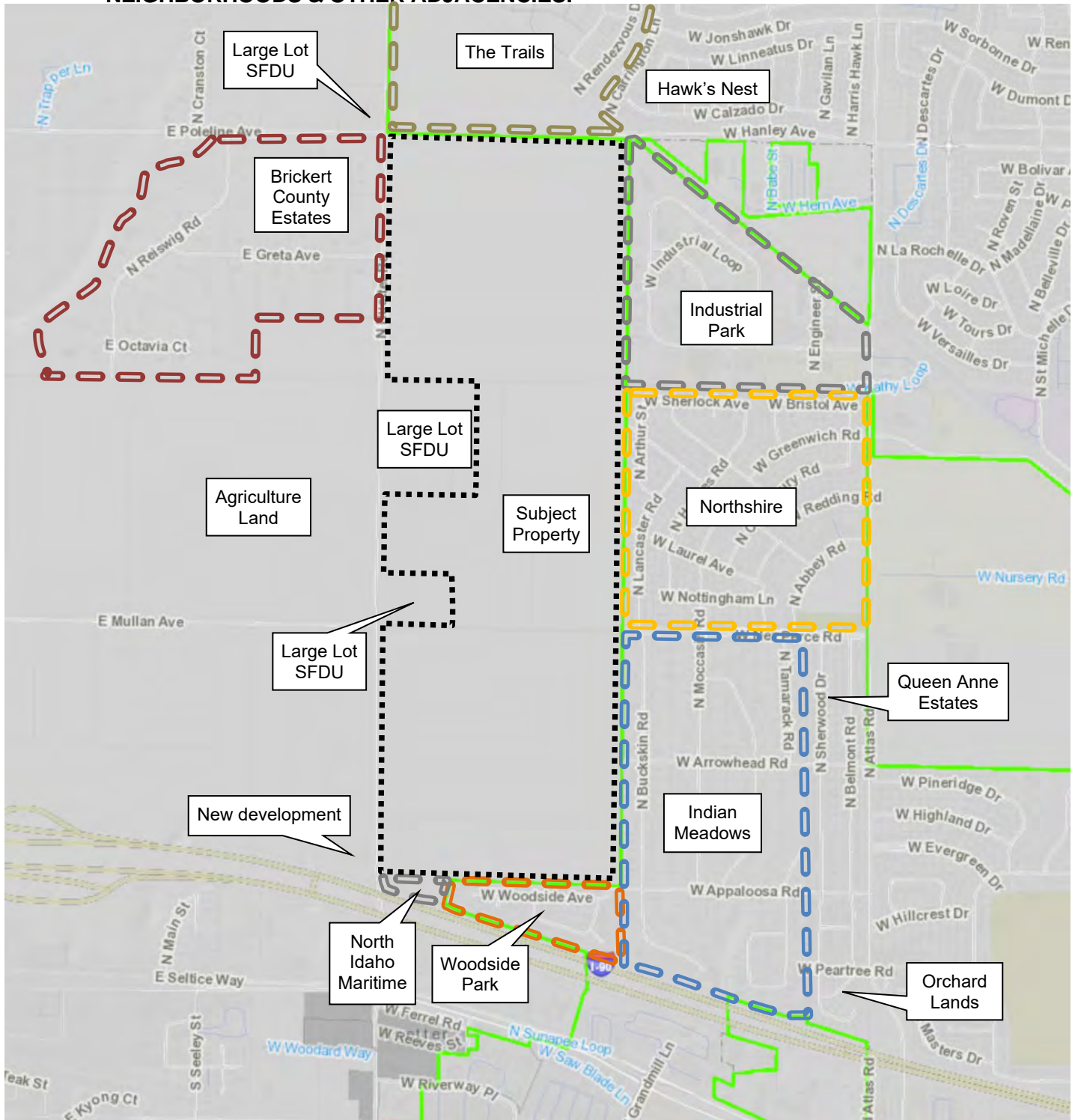


Note that the listed ROWs in the map may or may not be used for circulation in the future. Future hearings for Planned Unit Development and/or Subdivision would provide details for traffic access/circulation.

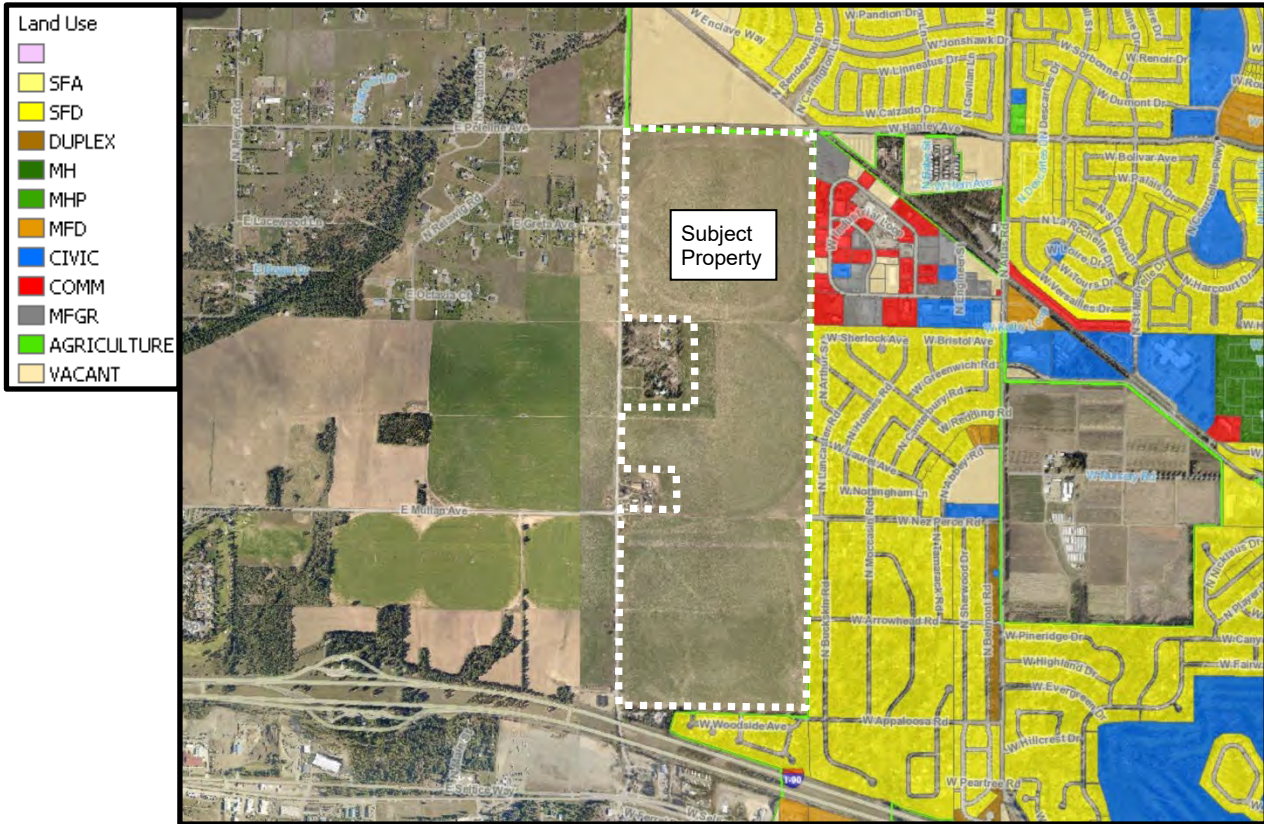
PRIOR ANNEXATIONS BY YEAR:



NEIGHBORHOODS & OTHER ADJACENCIES:



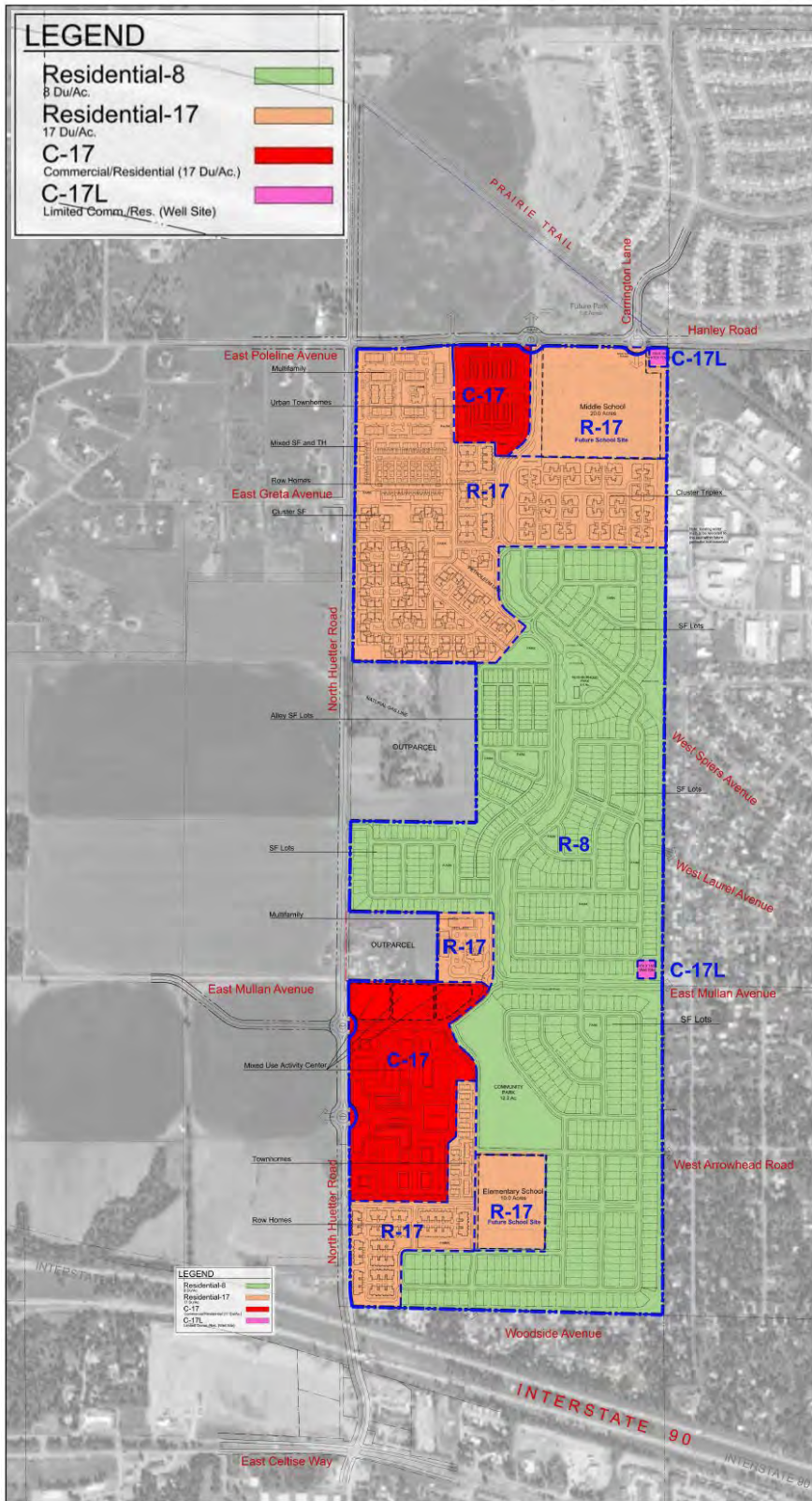
GENERALIZED EXISTING LAND USES:



EXISTING ZONING:



PROPOSED ZONING (ALSO FOUND ON PAGE 10):



Scale: 1" = 100'

0 100 200 300 400

COEUR TERRE

Proposed Zoning and Land Uses
East Neighborhood
Kootenai County, Idaho

Date: May 1, 2022
Revised: July 8, 2022
BSBDESIGN.COM

This drawing is provided as a service of our engineering and design services and is subject to change based on any design conditions (i.e., applicable codes, standards, and MEP design requirements) and other factors. For more information, see the project description on page 10 of the project description.

Evaluation: *The City Council must determine, based on the information before it, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.*

PROPOSED ANNEXATION AND DEVELOPMENT AGREEMENT:

Note: The following items are specific to this annexation request and are part of the final draft annexation and development agreement provided (separately). All other city policies and department requirements for development are obligatory.

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, are 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 Terre 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):

- 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 the required concurrency analysis. The Owners shall pay their proportionate share of the Hanley-Huetter signalized intersection at a time as determined by the affected agencies.
- In order to address cumulative traffic impacts associated with phase of the development, transportation improvements concurrent with each phase of development, shall be installed in compliance with City standards and the current City of Coeur d’Alene Trails and Bikeways Master Plan.

- Traffic studies acceptable to the City, in consultation with the Post Falls Highway District where applicable, shall be completed 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 these analyses.
- All access onto Huetter Road from the development shall be approved by Post Falls Highway District prior to construction.
- Any property owned by the applicant located west of the annexation boundary and within the City's Area of City Impact shall be dedicated to the Post Falls Highway District in order to establish the eastern edge of the Huetter right-of-way. Property outside the ACI should not be annexed into the City at this time. This dedication is intended to provide the required fifty-foot (50') half right-of-way on the east side of Huetter Road.

Parks:

- 5.4 acres for one Neighborhood Park at the 81st acre of development
- 12.3 acres for one Community Park at the 199th acre of development
- Two 12' wide traversing north-south trails that connect out of the development
- Two 10' wide traversing east-west trails that connect out of the development

Planning:

- Proposed use limitations: No Adult Entertainment, Billboards, Industrial Uses, Heliports, Outdoor Sales or Rental of Boats, Vehicles, or Equipment, Outdoor Storage of materials and equipment (except during construction), Repair of Vehicles (unless entirely within a building), Sewage Treatment Plants and other Extensive Impact activities (unless publicly owned), Work Release Facilities, Wrecking Yards, and Vehicle Washing (unless located within a building or parking structure).
- Five percent (5%) of the residential units qualify as "affordable/workforce housing" in conjunction with PAHA (or similar organization as exists at the time of implementation) as the administrating entity. This level of commitment was discussed with the applicant prior to any hearings with details to be addressed in the annexation and development agreement.
- Ongoing concurrency analysis for total acreage developed, open space improvements (parks and trails), transportation improvements (volume and connections), and affordable/workforce housing will be provided by zone and phase.
- This request is for annexation and zoning designations only. The applicant has provided preliminary conceptual design information that is reflected in the annexation and development agreement and includes language that ties future subdivision applications to generally adhere to: alignment of transportation, trails and public parks, and product types (place types) 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.

ORDINANCES & STANDARDS USED FOR EVALUATION:

2022-2042 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2021 Parks Master Plan
2017 Coeur d'Alene Trails Master Plan

ACTION ALTERNATIVES:

City Council is tasked with making findings to: approve, deny, deny without prejudice, or table the decision to a date certain for additional information. Also, a separate motion for the annexation & development agreement is required.

KOOTENAI COUNTY LAND COMPANY
ANNEXATION REQUEST

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KOOTENAI COUNTY LAND COMPANY

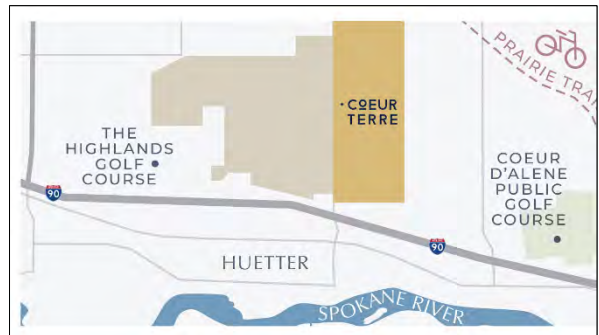
ANNEXATION REQUEST Project Narrative

Requested Action and Applicant Information

This application is for an annexation of a landholding of 14 properties into the City of Coeur d’Alene. Kootenai County Land Company (KC Land Co), the applicant, is based in both Coeur d’Alene, ID and Spokane, WA with development projects in Idaho, Washington, Montana, Kansas, and Arizona. KC Land Co is a subsidiary of Lakeside Companies who owns and operates various companies within the Coeur d’Alene and Spokane area. Architerra Homes, ATC Manufacturing, Markham Builders, and Century Farms are easily recognizable companies that are located within our region.

Location

The annexation area is located in Sections 4 and 33, Township 51 N, Range 04 West, Boise Meridian, Kootenai County, Idaho. It lies to the west of the City’s current boundaries and is bounded by N Huetter Road on the west, W Hanley Avenue (future) on the north, and is in near proximity to Interstate 90 on the south.



Vicinity Map

Property Information

The properties are vested in the ownership of LLC’s that are affiliated with the applicant. The total acreage proposed for annexation is 442.64 acres. The properties are referred to collectively as the “annexation area”. Detailed property information is found in Attachment 1.

There are three properties in this unincorporated area to the east of Huetter Road that are not in the ownership of this Applicant. They are AINs 338895 9.9995 acres-Wood), 106182 22.0162 acres-Martin), and 105796 (9.9999 acres-Armstrong), equaling 42.0156 acres. Also not included in this annexation application is the right-of-way of the adjacent existing Huetter Road as this is already dedicated right-of-way.

Master Plan as an Aspirational and Technical Planning Tool

- The Coeur Terre Master Plan, the community blueprint, offers cohesive and diverse development, strong connectivity, and plentiful open space.*

To responsibly plan for large scale utility and transportation impacts as well as to model on and off-site impacts, the applicant has developed a detailed concept Master Plan (Attachment 2). This Master

Plan incorporates various place types from the City's updated Comprehensive Plan such as single family, compact and urban neighborhoods along with mixed use districts and activity centers. This area is anticipated to be developed as primarily a residential area of low to moderate density. A mix of housing choices will be provided in compatible areas. The annexation area will have schools, open spaces, and parks. There will be road, pedestrian, and bicycle connections in interconnected neighborhoods, both within the project as well as external to the project

The Master Plan serves as the basis of the annexation proposal in terms of proposed zoning, water and sewer infrastructure studies, community and neighborhood park planning, and coordination with agencies.



The Master Plan also serves as the aspirational vision for the applicant. Much like the multitude of phases of Coeur d'Alene Place, the annexation area is anticipated to develop in phases and be built out over a twenty year (plus) time period. The applicant envisions the residential portions of the project to be platted as standard subdivisions, similar to Architerra's The Trails project; and other portions as PUDs, similar to Architerra's Enclave project. The multi-family and commercial portions of the project will be constructed with site plan approvals.



Homes at The Trails

As housing and community needs change with time, this will allow each phase to be tailored to fit the present day circumstances at the time of development.

Master Planning for Integration into the Existing Community

- The Coeur Terre neighborhood connects nicely with existing adjacent neighborhoods.

It is clear when viewing the concept map that great care has been taken to blend the property with existing established neighborhoods to the east by locating a majority of traditional single family residential neighborhoods on the eastern portion of the property. This allows for the new and existing neighborhoods to "meld" together. These shared access points allow for orderly development in terms of transportation systems, but also in terms of water, wastewater, and other infrastructure connections.

Planning Process

- Thoughtful Master Plans take time; Pre-annexation planning efforts for the Coeur Terre Master Plan have been in the works for over a decade.

There is a volume, length of time, and serious attention to planning that is necessary when planning for a land area of this size. The applicant's history of pre-annexation planning now spans ten years,

with each in a series of steps building significantly on the prior step to bring us here today. This history is summarized as follows:

2012: Initial project concept initiated with applicant approaching Mr. Armstrong requesting permission to develop a plan for his landholding

2013-2017: Applicant hires SWA Group, a landscape architecture, planning, and urban design firm, with offices worldwide, to develop a master plan.

The master plan is provided to Mr. Armstrong.

Years of checking in periodically with Mr. Armstrong and discussion ensue.

2018-2019: Mr. Armstrong sells property to the Applicant. SWA Group is commissioned to update the Master Plan. Applicant hires John Burns Real Estate Consulting, a national real estate research analytics firm, to develop regional (CDA and Spokane) real estate and housing analysis. Applicant pairs John Burns and SWA to update the Master Plan. Applicant commissions aerial and ground surveys for topographic mapping of land for infrastructure planning.

2019-2020: Applicant begins meetings with: Kootenai Metropolitan Planning Organization (KMPO); Ross Point Water District; School Districts #271 and #273; and Cities of Post Falls and Coeur d'Alene to discuss future boundaries, school sitings, specialized studies infrastructure needs, and the like.

Applicant requests, and Coeur d'Alene City Council approves, inclusion of extraterritorial planning area in the City's Comprehensive Plan update process.

2021: Applicant continues with agency meetings; develops an MOU with the CDA School District related to two school sites; works closely with City's Comprehensive Planning consultant to develop planning area concepts; commissions sewer master plan study with JUB Engineers and transportation master plan study with CivTech; commissions public outreach with Langdon Group; conducts stakeholder interviews; begins update to master plan with BSB Design, an architecture, design, and engineering company; updates real estate and housing analysis by John Burns Real Estate Consulting and pairs BSB and John Burns for the master plan update.

2022: Applicant begins detailed work for annexation application submission; meets with City departments in group and individual settings; commissions economic analysis; finalizes infrastructure studies with approval of various City Departments; meets with housing and economic development advocates; meets with emergency service providers; holds public open house; updates final master plan.

Annexation process begins. . .

Agency Meeting Process

- ☑ The Coeur Terre Master Plan incorporates specific feedback from 13 Agencies, 26 Departments, and over 40 Agency Staff Members.

As noted in the timeline, since late 2019 the applicant has met with area agencies to discuss various aspects of the annexation. The feedback from these meetings (often multiple meetings with each agency) has been incorporated into the master plan design, studies, the annexation proposal, and also into a memorandum of understanding. Below is a list of the agencies who have been involved in these discussions along with primary discussion points.

- Kootenai Metropolitan Planning Organization: Administration
 - Discussion points: Huetter Bypass (alignment, funding, status, development considerations), I-90 expansion, transit planning
- City of Post Falls: Pre-application meeting, Administration, Legal, Engineering, Planning, Public Works, Water, Wastewater, and Parks
 - Discussion points: Annexation potential, water and sewer infrastructure planning, Huetter Bypass, transportation planning, land use planning, zoning, comprehensive planning, parks and recreation
- City of Coeur d'Alene: Pre-application meetings, administration, Planning, Public Works, Water, Wastewater and Parks
 - Discussion points: Annexation potential, single vs multiple annexations, socio-economic changes and development over time, water and sewer infrastructure planning and studies, Huetter Bypass, transportation studies, land use planning, zoning, housing affordability and types., comprehensive planning, public outreach, parks and recreation
- City of Coeur d'Alene Comprehensive Plan Consultants: MIG, Inc and Kittelson & Associates, Inc.:
 - Discussion points: Comprehensive Plan Update, place types, land use planning, and transportation modeling/planning with Update
- Kootenai County Regional Housing and Growth Issues Partnership: Project leads
 - Discussion points: Workforce housing needs and concepts
- Coeur d'Alene Economic Development Agency: Administration
 - Discussion points: Workforce housing needs and concepts
- Kootenai Fire and Rescue: Leadership
 - Discussion points: Emergency response, facility needs
- City of Coeur d'Alene Police: Leadership
 - Discussion points: Emergency response, facility needs, physical planning considerations
- City of Coeur d'Alene Fire: Leadership
 - Discussion points: Emergency response, facility needs, physical planning considerations
- Ross Point Water District: Administration
 - Discussion points: Future planning, water rights
- Idaho Transportation Department: Engineering
 - Huetter Bypass, I-90 expansion, transit

- Post Falls School District: Administration (Past, current)
 - Discussion points: Annexation boundaries, facility needs
- Coeur d’Alene School District #271: Administration, operations
 - Discussion points: Annexation boundaries, facility needs, physical planning
- Kootenai Health: Administration
 - Discussion points: Local workforce housing, Kootenai Health Clinic site

Public Outreach Process

- ☑ **The Applicants are local and care what the community thinks. The Coeur Terre Master Plan has been updated to reflect feedback from stakeholder interviews and public outreach meetings.**

As mentioned above, in 2021, The Langdon Group, a J-U-B Engineers Company, was retained by Kootenai County Land Company to provide public involvement (PI) services for the Coeur Terre project. The PI strategy developed by The Langdon Group and the project team was designed to include communication with stakeholders that was early, continuous, meaningful, and inclusive throughout the life of the project. PI activities were selected based on their ability to inform the project team regarding community interests and needs, and/or their ability to provide robust opportunity for the public to learn about the project and engage with materials. Tasks included: two rounds of stakeholder interviews, a comprehensive stakeholder assessment report, project messaging and education materials including a flier, FAQ and informational video, a public open house, and a comprehensive summary of public involvement efforts and findings.

Goals for the public involvement plan included:

- To educate the public on the project overall, master plan process, phasing, community amenities within Coeur Terre and mitigation efforts to address impacts to infrastructure, traffic, schools, and other community services.
- To educate community leaders and City officials on the goals of the master plan process to create a sense of community within Coeur Terre.

Beginning in June of 2021, The Langdon Group conducted one-on-one and small group interviews with a cross-section of stakeholders. The intent of these interviews was to receive input regarding perspectives on growth, housing, and master plan communities in North Idaho, and in particular to inform opportunities for future stakeholder and public education. In total, 17 stakeholders were interviewed in-person. In April of 2022, additional interviews were completed to further receive input and inform the public of the project. In May of 2022 a large public open house was held to introduce the concepts to the neighboring and regional community.

Feedback collected from the varied public involvement efforts centered around several main themes. Impacts on traffic and services such as fire, police and schools were highlighted as the top issue to address. Interviewees consistently noted the importance of addressing the quality and quantity of open space within the project area. Responses indicated the usefulness of breaking down the process behind traffic mitigation and to illustrate that Kootenai County Land Company will be paying their share to support community services. Comments also encouraged efforts in the annexation and

master plan process that would support transparency with City officials and the public at large. For the master plan, participants consistently noted the usefulness of clearly explaining the ways that the master plan will create and support, rather than detract, from the sense of community in North Idaho.

Existing and Requested Zoning

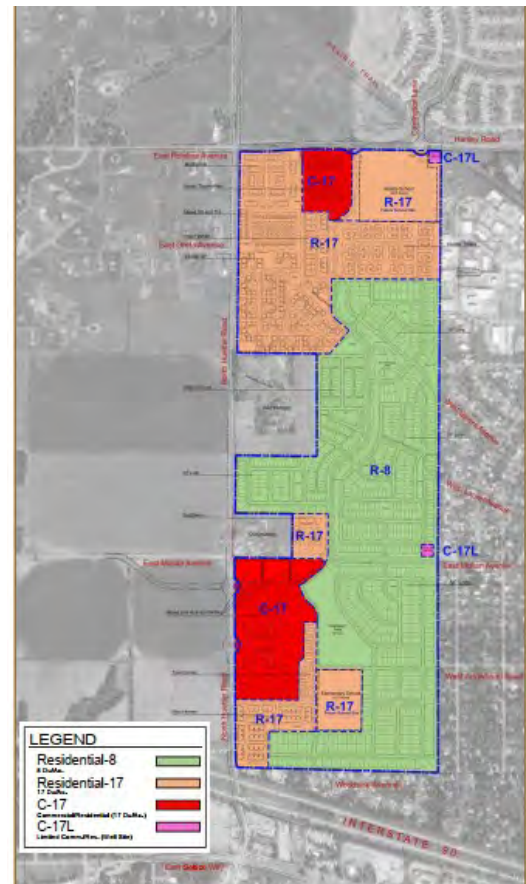
- ☑ The requested zoning for the majority of the Coeur Terre property is R-8, which only allows for detached single family homes. In order to address the shortage of attainable/professional worker housing, the Applicant would like to build detached single family homes on smaller lots, which may require a zone that has a higher density.

The property is currently located in unincorporated Kootenai County. The applicant is proposing a mixture of zoning types, predominantly single family residential, with smaller areas devoted to multi-family and a small commercial center.

The zoning districts requested are:

- R-8 (Green)
- R-17 (Coral)
- C-17 (Red)
- C-17L (Pink)

The majority of the property is proposed to be zoned R-8. Complementary zoning patterns are found in the surrounding properties within the incorporated City limits as depicted here. Attachment 3 contains the proposed zoning for the annexation area along with the housing type plans in Attachment 4.



Proposed Zoning

Future Planned Land Use

- ☑ The requested zoning reflects the City's current and past Comprehensive Plans.

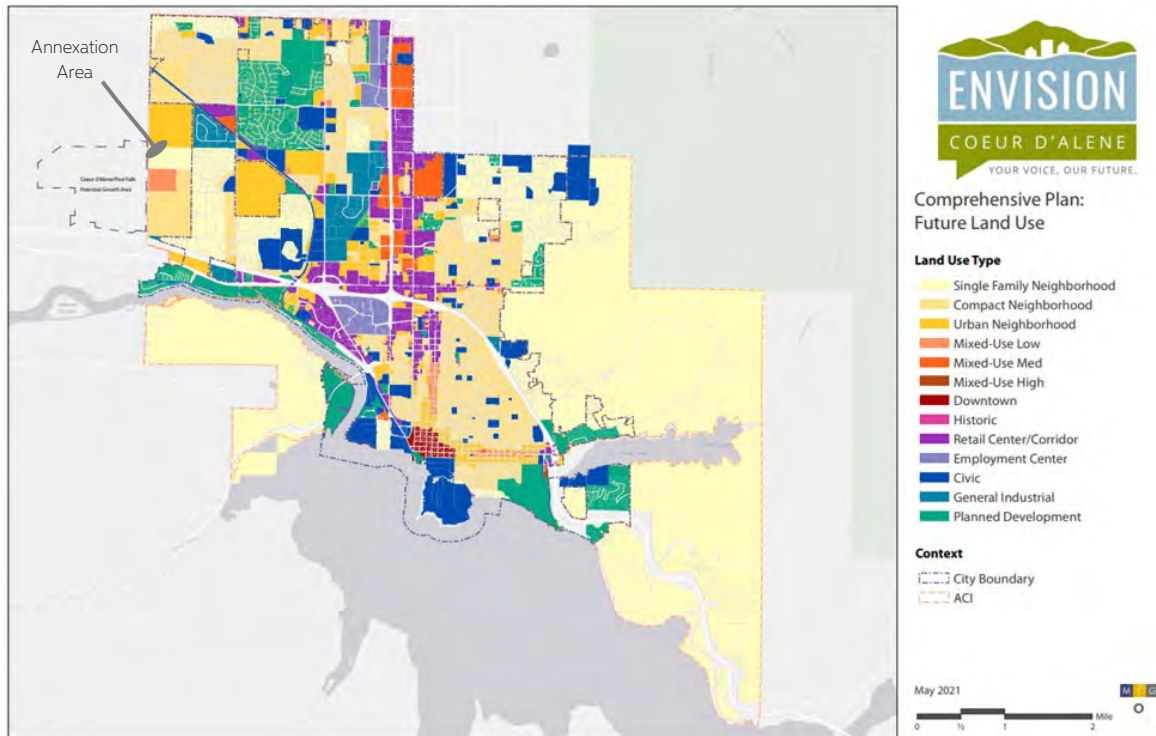
Current Comprehensive Plan

The City's Envision Coeur d'Alene Comprehensive Plan states that the Land Use Framework is composed of two major elements:

- Creation of Place Types. Place Types are generalized land use designations that apply to future growth on all property within the City Limits and land within the ACI. Place Types applied to land outside of the current City Limits but within the ACI will provide direction for the types of zoning to apply if annexed into the City in the future.

- Creation of a Comprehensive Plan Map. The Comprehensive Plan Maps establishes the land use designations for all land within Coeur d’Alene’s City Limits and ACI. Many areas in Coeur d’Alene will not experience notable changes to today’s land use and population, although there are locations, particularly where the community identified the desire for greater walkability, showing diverse housing and services options.

At the time that Envision Coeur d’Alene Comprehensive Plan was in development, the applicant completed an update to the Master Plan that supports the annexation analysis. The applicant has worked with the City’s staff and their Comprehensive Plan Update land use planning consultant (MIG) on land use planning concepts for the property. It can be seen that a range of single family, compact, urban neighborhoods, and mixed uses have each been categorized as appropriate for the property. It should be noted that if the Huetter Bypass is installed, there is a triangular shaped portion of the property that will lie on the east side of the grade separated bypass. At this time, the City of Post Falls has indicated an interest in retaining this portion of land in their jurisdiction. As the final layout and engineering of the bypass are still into the future, the applicant is not proposing annexation of this area.



Envision Coeur d’Alene Comprehensive Plan 2022-2042 Land Use Map

Below are excerpts from the City’s Comprehensive Plan. The master plan and requested zoning are consistent with these place types.

Single-Family Neighborhood:



Key Characteristics:

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

Transportation: Neighborhood streets for local access connected by collectors
Typical Uses: Primary: Single Family Residential,
Secondary: Civic Uses, neighborhood parks and recreation facilities

Building Types: 1-2 story detached houses

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

Compact Neighborhood:



Key Characteristics:

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

Transportation: Gridded street pattern with pedestrian and bicycle facilities

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

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

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

Urban Neighborhood:



Key Characteristics:

Urban Neighborhood places are highly walkable neighborhoods with larger multifamily building types, shared greenspaces, and parking areas. They are typically served with gridded street patterns, 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: Multi-family residential

Secondary: Neighborhood parks and recreation facilities, parking, office, commercial

Building Types:

Apartments, condominiums, townhomes

Compatible Zoning:

R-17; R-34; NC; CC; C17; C17L

Mixed Use Low:



Key Characteristics:

Mixed-Use Low places are highly walkable areas typically up to four-stories. Development types are primarily mixed use buildings, with retail, restaurants on corners or along the entire ground floor frontage but could also include townhomes and multifamily housing. Floors above are residential, office, or a combination of those uses. Multifamily residential development provides additional housing options adjacent to mixed-use buildings. This place type is typically developed along a street grid that has excellent pedestrian and bike facilities, with mid-block crossings, as needed, to provide pedestrian access.

Transportation:

Gridded main streets and mid-block pedestrian connections, high ease-of-use pedestrian, and bicycle facilities

Typical Uses:

Primary: Retail, commercial, office, restaurant, multifamily residential

Secondary: Civic uses, parking

Building Types:

Up to four stories, retail and commercial on ground floor, with residential uses above

Compatible Zoning:

C17; C17L; NC; CC

Prior Comprehensive Plan

It is important to note that the proposed annexation area was also included in the City's prior Comprehensive Plan. It was located in the Transition Area as shown in this Land Use Base Map in the Atlas Prairie Sub-area.

Land Use: Atlas-Prairie



Atlas-Prairie Tomorrow

Generally, this area is envisioned to be a residential area, lower in density, that develops with interconnected neighborhoods providing a mix of housing choices.

The characteristics of Atlas-Prairie neighborhoods will be:

- That overall density may approach four to five residential units per acre (4-5:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Annexing requires careful evaluation of infrastructure needs.
- Open space, parks, and pedestrian and bicycle connections will be provided.
- Developments adjacent to the Area of City Impact (ACI) boundary will provide for a distinctive entrance to the city.
- Neighborhood service nodes where appropriate.
- The street network will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- A bypass study is underway to determine how traffic will be distributed to ease pressure from US 95.

The Land Use Base Map at the time recognized some areas of the City as stable, established, and not expected to change greatly; and others as areas of **transition** where much change is anticipated, and others are truly on the urban fringe. This property has long been anticipated to be an area of growth and transition for the City.

City of Coeur d'Alene's 2007 Comprehensive Plan Land Use Map

Housing

- In an effort to help address the severe shortage of Professional Worker Housing, the Applicant voluntarily commits to work with the City on solutions for 5% of the overall housing supply in the Coeur Terre Master Plan.

In preparing this proposal, the applicant reviewed the "Housing Availability and Affordability Study for Kootenai County" (The Study), prepared in December 2021. The applicant then met with the local project team leads and also Coeur d'Alene Economic Development Corporation to further discuss regional housing information, future housing needs, and impacts to the local workforce and economy as they relate to housing.

This Study and discussions with the economic development leads in Kootenai County focused on the need to address availability of land for housing and importantly, provision of housing our community's Professional Workforce, such as the pharmacists, nurses, teachers, law enforcement officers and the like that are so vital to the health of a community. The applicant had further discussion with police and fire departments who provided feedback that when recruiting employees to work in the area, availability of housing was the primary challenge, followed by affordability.

The Study mentioned above lays out several of the relevant items about the current housing needs of Kootenai County as follows:

- *Regional employers cannot find housing for their employees and many positions are unfilled.*
- *New potential firms may not relocate to Coeur d'Alene due to the high cost of housing.*

- *Many long-term residents are being squeezed out of the housing market and moving outside the county (i.e., to Spokane County or other surrounding counties).*
- *The children of residents will be unable to live in the community because they cannot afford housing.*
- *The diversification of the economy may slow or even reverse. Newer high technology companies and manufacturing facilities maybe driven out of the market due to high housing costs.*
- *The supply curve for housing will become steeper (i.e., more inelastic) leading to greater volatility and periodic price bubbles along with steep price declines during recessions.*
- *The high housing and rent costs will lead to a substitution of non-residents for residents.*
- *The effective standard of living for many residents will decline due to high housing costs.*
- *High housing costs can actually lead to less open space in the county, greater sprawl, and less environmentally sound outcomes.*

Increasing housing supply will reduce housing prices but will require regional cooperation and dedication. Paths for increasing supply are relatively straight-forward:

- *A serious and controllable impediment to increasing the supply of housing is local zoning and building regulations.*
- *When land availability is a constraint to increased supply, mixed-use zoning and mixed-Residential can facilitate that increased supply*
- *Allowing the annexation of available land close to the cities is also important.*
- *Cities can control or influence the supply of housing but not the demand for housing”*

Assuming the decade 2020-2030 has the same growth rates that occurred from 2010 to 2020 (per U.S. Census), a total of 21,397 units will be needed in Kootenai County before 2030 (per weighted average of Kootenai County cities and rural county regions). This assumes the persons per dwelling will remain constant from the 2010 U.S.Census. Of those units, an estimated 16,074 new housing units will be needed in cities and another 5,323 will be needed for the rural regions of the county.

Applying past U.S. Census population growth rates to the 2020-2030 time period, net additional supply of housing units will need to increase at least 85%, from 1,156 units to 2,140 units per year in order to stabilize prices. Using the higher KMPO population forecasts (which local ED leads have stated are more accurate), the net additional supply of housing units will need to increase 161%, from 1,156 units to 3,015 units per year in order to stabilize prices at their current level.

The Study goes further to discuss rising costs of construction materials, labor, land, inflation, and rising interests rates as contributing factors to the price of homes and that increasing supply is necessary for reducing prices and making housing more affordable. The Study states that the lack of affordable housing has already caused an estimated loss of 2,749 jobs in the local economy resulting in a reduction of \$220.3 million in gross regional product and a loss of \$ 158.9 million in local payroll. The construction industry itself ranks 5th in Kootenai County in terms of total employment with 6,921 workers in 2020 with an average salary package of approximately \$55K. Construction job growth in Kootenai County has increased 41% from 2015 to 2020.

As such, this annexation area, with a 20-25 year build out will be an important in addressing the regional housing shortage and will also assist with the redevelopment and density increases within already developed portions of the City, thereby assisting with retention of existing stable neighborhoods.

Given that the applicant has decided to work toward addressing professional workforce housing as part of this annexation proposal. This has included the following actions:

- Study of successful models and new ideas related to housing, including but not limited to:
 - Land trust ownership with deed restrictions on resale
 - Employer partnerships (such as a partnership with the medical community, major employers, and public agencies)
 - Preferred buyer programs, targeting professional local employees such as teachers, public safety officers, health care workers and the like
 - Down payment and mortgage assistance programs
 - Fee reduction programs in concert with local agencies responsible for permitting
 - Prohibiting purchase of homes for short term rentals
- Further discussions with the Study leads and research on successful housing programs
- Implementation of a pilot project in Architerra' s Parkllyn project. This project is a single family residential neighborhood wherein homes are offered for lease, with some portion of the lease rate going toward a down payment on a home.

With this annexation proposal, the applicant is volunteering to provide 5% of the overall housing supply of the annexation area as Professional Workforce Housing. The applicant is proposing to develop the details of implementation with City Staff in developing the Annexation Agreement for the project. In reviewing the list of items above, it is clear that there are many options for how to address housing availability, in fact, many more than listed here. Attachment 5 contains a list of items known as the Local Worker Housing Toolkit which, among other tools, can be explored further. Each option noted above and in the Toolkit as well, has strong and weak points, and often must be done in partnership with other entities or agencies. Also as housing needs will change over the 20 plus year build-out of this project, flexibility, and ability to implement changing models will be crucial to the success of this over time.

Property Management

- The Applicant will actively manage the Coeur Terre Homeowners' Association (HOA) to ensure the neighborhood develops a community-oriented atmosphere, is actively maintained, and ultimately brings value to their homeowners and the community.**

The applicant has constructed many neighborhoods in the Post Falls and Coeur d'Alene area. Originally, the various HOAs were managed by a professional management company. Over time, the applicant has developed an internal HOA Manager's position with CMCA (Certified Manger of Community Association), AMS (Association Management Specialist) and PCAM (Professional Community Association Management) credentials. A benefit to having an in-house HOA management is that the overall compliance to governing documents has increased. This is due in large part that more compliance drives for potential violations are provided when compared to a third party HOA management company. The communities are driven multiple time a week, versus a third party which may only get to do compliance drives once every month. This allows allow a point of contact for residents with concerns and allows for coordinating of community events. This same HOA

management division will oversee administration of Covenants, Conditions and Restrictions (CC&Rs) and other governing documents for this project.

Infrastructure and Public Facilities

Parks and Open Space

- ☑ All park design and open space in the Coeur Terre Master Plan has been adjusted to address the feedback of the Parks and Recreation Department.
- ☑ The Master Plan incorporates an abundance of trails and pathways to allow for easy connectivity throughout the community.

The applicant has reviewed the City's 2021 Parks Master Plan and has met with the City's Parks Department to discuss the Master Plan. A variety of future park amenities were discussed, such as pavilions, splash pads, pet parks, parking lots within parks, and area for maintenance facilities. The Parks Department requested plan changes including merging proposed parks into larger and easier to maintain areas. The



Future Community Park

Department specifically requested dedication of land for one community park and one neighborhood park, which when combined with the linear parkway and pockets parks, provides a total of 12 to 15 acres. The applicants plan depicts the two park systems with combined acreages of approximately 18 acres. The Department also requested provision of two north-south trails and two east-west trails—specifically requesting that the planned multi-modal trail on the east side of the project be widened for consistency with the Prairie Trail system and extended to wrap the southeast end of the property, with additional trail connections to the north and to the existing neighborhoods to the east. There was also a request to add bikes lines with 10' trails on both sides of the central boulevard system or to consolidate this into one 14-16' wide path on one side.



Future Neighborhood Park

The applicant is planning for connected green spaces with a series of pathways, parks, waterways, and other aesthetic and functional systems that will run as a “green boulevard” through the center of the project. The master plan depicts that the arterial will fan out in areas to provide for east-west connectivity and will house various facilities

including trail connections. This

green arterial will contain paths and trails connecting the north end middle and south end elementary schools to each other and also connecting the varying land uses and neighborhoods to the commercial and mixed use node.

These revised parks are depicted on the master plan as shown in Attachment 6. The applicant also plans private neighborhood and pocket parks and amenities to be located within individual neighborhoods. The amount of space and details of parks amenities will be developed with individual PUD, subdivision, and site plan development in accordance with the vision of the Master Plan and the City’s development code requirements.

The applicant is proposing to dedicate the public park land as depicted in the master plan at the time that the surrounding subdivision, PUD, and/or site plan are developed. Dedicating this at the time of development vs in advance is very practical as the surrounding infrastructure design and engineering will be completed, and access will be provided to the park land at that time.

Transportation

Local Road Connections:

- Per the City’s requirements, the Coeur Terre road network is designed to connect with roadways in surrounding neighborhoods.

This property is located close to major transportation infrastructure with the property bounded by a collector road on the north (future W Hanley Ave) and an arterial road on the west (N Huetter Rd) and an interstate highway system in close proximity on the south (I-90).

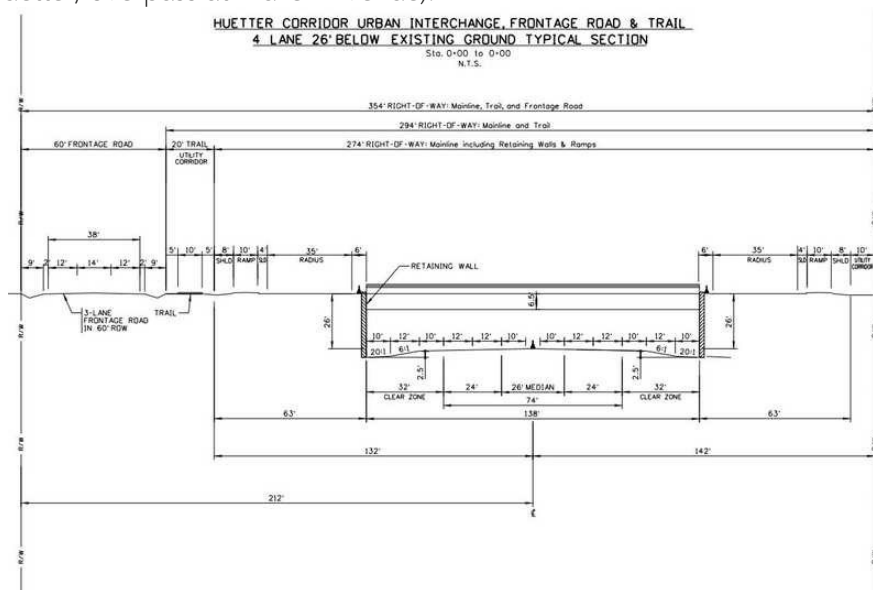
The design is laid out so that future roads connect to residential collector streets in existing neighborhoods to the east. These planned connections aid in the traffic circulation for the development as well as the surrounding neighborhoods, primarily allowing the surrounding neighborhoods access to the amenities provided by the landholding. The planned connection points are at: W Spiers Ave, W Nez Perce Rd, W Arrowhead Rd, and W Woodside Ave to the south. The proposed road and trail connections are in Attachment 7.

The western planned road connections will be onto N Huetter with spacing no less than that allowed by the City and/or Post Falls Highway District's access management policy.

Huetter Bypass:

- The Coeur Terre Master Plan is designed to work with or without the Huetter Bypass (not the applicant's project).

Planning for this project has incorporated much discussion with varying agencies regarding the Huetter Bypass. The Bypass is currently planned as a grade separated limited access highway, adjacent to the west boundary of the landholding. The Huetter Bypass is currently undergoing an ITD-led NEPA alternatives analysis and with that project outcome still pending, it is not depicted within these planning documents. That being stated, the Bypass has been planned for in the applicant's master planning process and the land use scenarios depicted herein also allow for, and are compatible with, a depressed bypass with limited access to the landholding (future interchange at Poleline and Huetter, overpass at Mullen Avenue).



KMPO Huetter Corridor Urban Interchange Typic Section

Traffic:

- Extensive traffic studies have been completed by outside engineering firms and the KMPO to measure the impact of the community's build-out on the roadways.
- Applicant acknowledges the traffic study results and is aware that developer paid impact fees are to be paid, based on pre-defined traffic conditions.

The applicant has engaged CivTech Inc. to prepare a Transportation Impact Study including traffic analysis, modeling, and determination of system impacts. To accomplish this, CivTech collected traffic count data at 8 existing intersections that fall within the City boundaries and limits. The City approved which intersections were to be used for the study.

The results of the existing City system are as follows:

| Synchro ID | Intersection Name | Type | Movement | AM | | PM | |
|------------|--|--------|------------|----------|-----|----------|-----|
| | | | | Delay/VC | LOS | Delay/VC | LOS |
| 2 | N Huetter Rd & Big Sky Dr | TWSC | NB App | 0.0 | A | 7.8 | A |
| | | | EB App | 12.3 | B | 13.5 | B |
| 3 | N Huetter Rd & E Poleline Ave | TWSC | NB App | 8.0 | A | 8.0 | A |
| | | | EB App | 13.3 | B | 22.8 | C |
| 4 | N Huetter Rd & E Mullan Ave | TWSC | NB App | 8.0 | A | 7.8 | A |
| | | | EB App | 11.1 | B | 13.6 | B |
| | | | WB App | 0.0 | A | 15.2 | C |
| | | | SB App | 0.0 | A | 0.0 | A |
| 5 | N Huetter Rd & E Seltice Way/W Seltice Way | Signal | NB Left | 10.5 | B | 12.8 | B |
| | | | NB Thru/Rt | 12.0 | B | 14.5 | B |
| | | | SB Left | 8.0 | A | 11.3 | B |
| | | | SB Thru/Rt | 9.4 | A | 13.3 | B |
| | | | EB Left | 21.7 | C | 25.9 | C |
| | | | EB Thru/Rt | 27.6 | C | 25.3 | C |
| | | | WB Left | 21.9 | C | 20.3 | C |
| | | | WB Thru/Rt | 28.5 | C | 42.5 | D |
| | | | Overall | 21.3 | C | 29.8 | C |
| 11 | N Atlas Rd and Hanley Ave | Signal | NB Left | 7.6 | A | 5.5 | A |
| | | | NB Thru | 9.5 | A | 10.9 | B |
| | | | NB Right | 6.3 | A | 5.5 | A |
| | | | SB Left | 6.6 | A | 6.3 | A |
| | | | SB Thru | 11.2 | B | 8.7 | A |
| | | | SB Right | 0.0 | A | 6.8 | A |
| | | | EB Left | 22.9 | C | 24.4 | C |
| | | | EB Thru | 24.0 | C | 25.5 | C |
| | | | EB Right | 27.7 | C | 26.4 | C |
| | | | WB Left | 32.7 | C | 30.1 | C |
| | | | WB Thru | 19.8 | B | 22.2 | C |
| | | | WB Right | 20.3 | C | 23.0 | C |
| Overall | 15.2 | B | 12.8 | B | | | |
| 12 | N Atlas Rd and W Nez Perce Rd | TWSC | NB App | 8.3 | A | 8.2 | A |
| | | | EB App | 13.5 | B | 17.2 | C |
| 13 | N Atlas Rd and W Appaloosa Rd | TWSC | NB App | 8.3 | A | 8.2 | A |
| | | | EB App | 12.6 | B | 14.3 | B |

| | | | | | | | |
|----|------------------------------|-------------|--------|-----------|---|------------|---|
| 14 | N Atlas Rd and W Seltice Way | Round about | WB app | 4.6/0.160 | A | 10.2/0.535 | B |
| | | | SB app | 8.7/0.476 | A | 13.3/0.540 | B |
| | | | EB App | 8.2/0.385 | A | 6.5/0.333 | A |

The applicant provided the land use planning concept that was developed in April of 2020. The land use concept was divided into smaller traffic flow areas (Transportation Analysis Zones TAZs) to allow for routing within planned utility and transportation corridors. The land use information was provided to the KMPO and was calibrated to the local KMPO 2045 traffic model for consistent application of the traffic flow value across the planning area. Traffic from the proposed development plan was modeled by the KMPO and provided to CivTech for further evaluation and documentation.

The KMPO also provided planning level analysis results to CivTech in the form of roadway and intersection volume-to-capacity ratios. These analysis results are then used to determine if adequate facilities are planned to accommodate the future development and accounts for potential surrounding developments that could occur over the next 23 years.

The results provided to CivTech from the KMPO indicate that the new collector system proposed as part of the development will help facilitate and distribute local and regional traffic, allowing for alternate choices for drivers. The KMPO modeling indicates that the proposed facilities internal to the site are adequately sized to accommodate the anticipated traffic generated by the Coeur Terre development and that the surrounding roadway facilities are planned to accommodate the proposed growth within the region, consistent with the City's Comprehensive Plan as well as the KMPO Metropolitan Transportation Plan. The modeling indicates that the level of congestion is commensurate with the level of development in the region and that adequate facilities are provided to accommodate the future regional growth.

The City's engineering staff and KMPO staff have been involved with the scoping, model set-up, provision of data, and feedback on the results of the plan. Their suggestions as to scope of the evaluation have been incorporated into the analysis and they have reviewed the modeling results and the final plan. It is also important to note that the City's Comprehensive Plan update included traffic analysis for the annexation area. The Comprehensive Plan analysis was performed by Kittelson, who evaluated various place types and growth scenarios to determine potential impacts the transportation network. Specifically, Kittelson reviewed the resulting travel demand model outputs and analysis and provided qualitative assessment of scenarios including how well the scenario was supported by current transportation plans and where there may be deficiencies and potential actions to address deficiencies. The consultant was to perform spot checks on model outputs at up to fifteen locations to assess model performance through the City's Comprehensive Plan update process.

The exact timing of these improvements will be based on project phasing in (time, size, and nature of land use) as well as the development of other external projects that are extraterritorial to the development of this landholding. Given the twenty to thirty year anticipated project build-out, it is important to recognize this and to further acknowledge that the nature of the projects that the City desires may also change during that time. Given that, it is appropriate that at the time of each

subdivision or site planning phase that the applicant models traffic impacts and pays appropriate and proportionate impacts fees toward the identified improvements. Dedications and easements will be provided as appropriate with development.

Wastewater

- ☑ All aspects of the community's impact to the City's wastewater (sewer) system have been extensively studied by an outside engineering firm, JUB. Impact fees will be assessed to the developer (in advance of city need), based on specific/detailed thresholds stipulated in the engineering report.

A Technical Memorandum Wastewater Collection Study was developed by JUB Engineers, the City's Wastewater Engineer, in a coordinated effort between the applicant and the City of Coeur d'Alene. JUB utilized the City's 2013 Hydraulic Computer Model and GIS to provide baseline information to evaluate options.

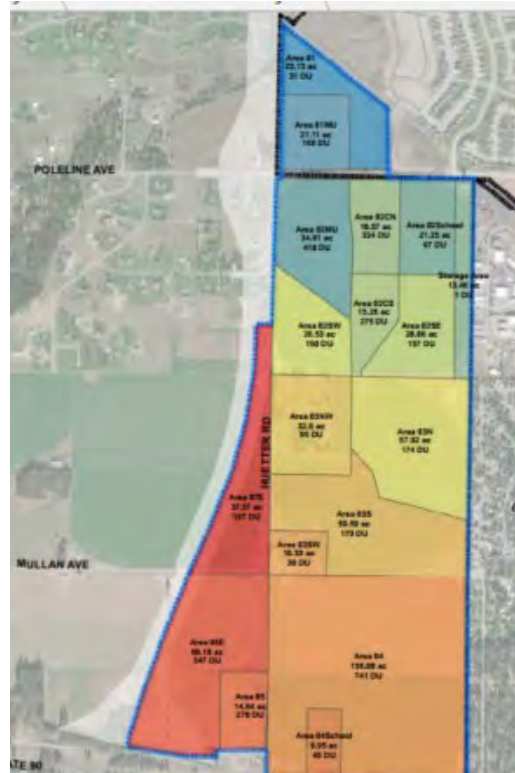
The goals in the study were to:

- Utilize the City's Wastewater Model to evaluate the collection system capacity and define the limiting reaches (bottlenecks) that will be created by the proposed changes in the Study Area
- Provide alternative solutions for sewer service to the Study Area
- Incorporate the most current development planning within the Study Area
- Maintain City-defined service levels in the affected downstream wastewater reaches

The study area for the analysis is based on property located to the east side of Huetter Road and also the future Huetter bypass.

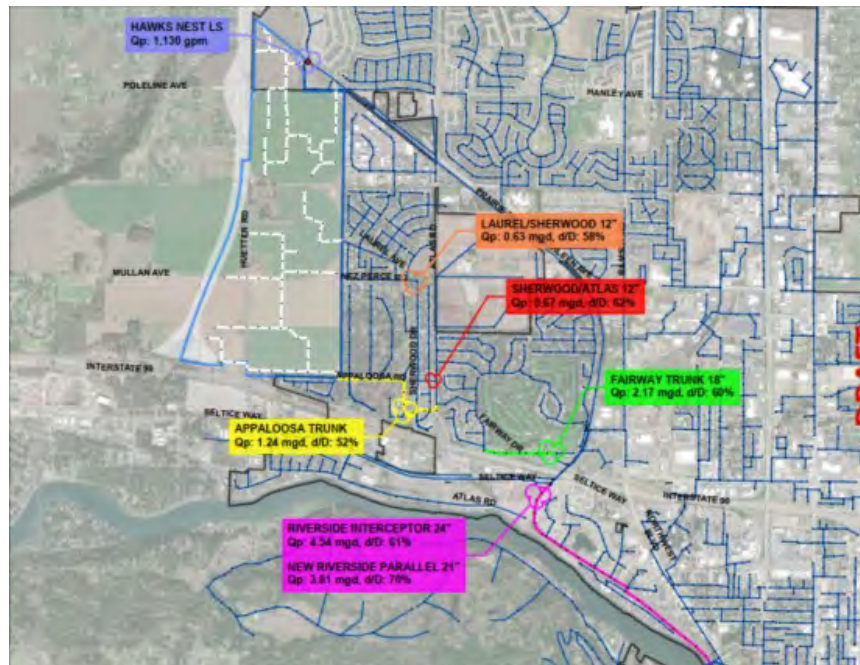
The applicant provided detailed topographic data produced by land survey to augment the more generalized topographic information utilized in the 2013 master Plan. This topographic data, when partnered with the Master Plan Pipe Design parameters for upsizing, allowed the for evaluation of specific pipe segments in relation to future planned demand. The pipe and manhole GIS data from the 2013 model were then verified to this topographic data. Where discrepancies were found, field measurements were obtained to further verify model data, including the measurement of existing rims to invert depths.

Once the model was updated and field verified, it was then populated with proposed flow volumes to determine system impacts. The applicant provided the land use planning concept that was developed in April of 2020. The land use concept was divided into smaller flow areas to allow for routing within planned utility and transportation corridors. The flow value remained consistent with the 2013 flow value of 155 gallons per day. The anticipated flow from non-residential land uses such as schools and commercial areas was converted into Equivalent Dwellings Units for consistent application of the flow value across all planning areas. Piping within the Study Area was routed through the proposed development plan, taking into consideration the existing ground contours and planned rights of way, for the most likely gravity sewer path. Check lines were extended to the edges of each planning area to determine the approximate boundaries of gravity sewer service and if any areas were not reachable by gravity lines.



Wastewater Collection Study
Flow Generation Areas

The proposed system flow routing is as follows:



Wastewater Collection Study Infrastructure Improvements

To accomplish this flow routing the following improvements will be needed:

| Project Name | Description | Consideration |
|--|---|---|
| Hawks Nest Lift Station | Pump upgrades, on-site piping, and electrical | 12" force main transitions to 10" and appears sufficient for increased flow, expansion will involve a direct bore into the existing wet well--or if upstream manholes are utilized, this could require force main pipe upsizing |
| Laurel/Sherwood and Sherwood/Atlas Trunk Mains | Connect to existing 8" gravity in Laurel Avenue | A 12' pipe segment immediately upstream of connection to Atlas pipe should be monitored to determine if pipe upsizing is merited. |
| Appaloosa Trunk Main | Upsize existing 12" gravity in Appaloosa to Atlas Road to a 15" with slope modifications in Appaloosa Road, Lodgepole Road, and Peartree Road | Create a more uniform slope |
| Fairview Trunk Main | Slope modifications to existing 18" gravity from Masters Drive to Appleway Avenue | Create a more uniform slope |
| Riverside Interceptor | Revise flow from the Hawks Nest Liftstation force main and Fairview Trunk Main to a new 21" gravity in same alignment. | |

The exact timing of these improvements will be based on project phasing in (time, size, and nature of land use) as well as the development of other external projects that are extraterritorial to the development of this landholding. Given the twenty to thirty year anticipated project build-out, it is important to recognize this and to further acknowledge that the nature of the projects that the City desires may also change during that time. The applicant acknowledges that in contrast to transportation impacts, some of this impact will be attributable only to this project and that the cost of funding these improvements or a proportionate share will likely lie with the applicant, however, it is appropriate that at the time of each subdivision or site planning phase that the applicant models sewer impacts and either constructs necessary infrastructure or in the case that there are other benefiting parties, pays appropriate fees toward improvements needed. Dedications and easements will be provided as appropriate with development.

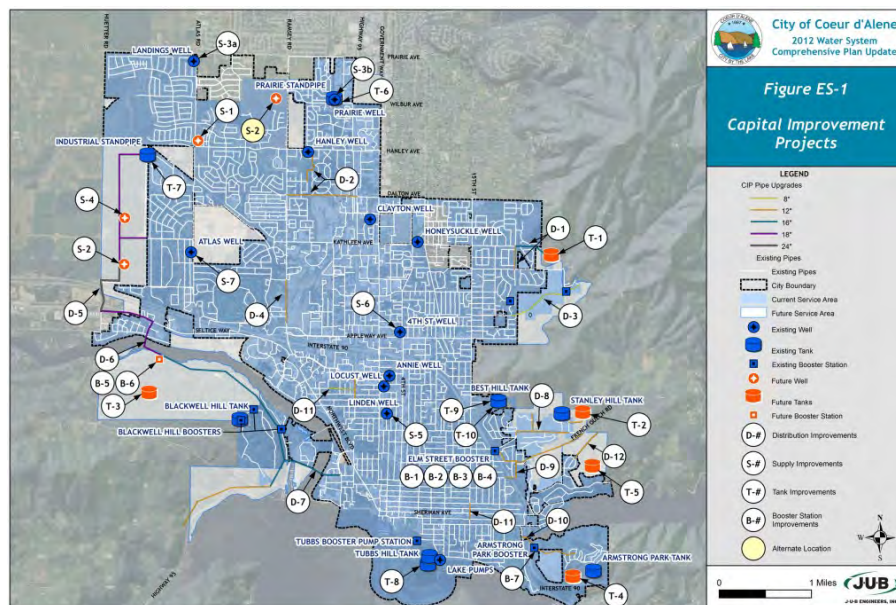
Potable Water, Fireflow, and Irrigation

- ☑ The City has confirmed that there are ample water resources/systems available to serve the entire development.
- ☑ The Applicant is gifting land to the City for a new well site that benefits the overall water system.

The applicant has been working with the City Water Department to discuss the various water needs of the annexation area. Discussions to date have indicated that there is adequate potable water capacity to supply potable water and fireflow for the project through build-out. As such, the applicant has not engaged a consultant for a specialized water study. The Water Department has also requested dedication of property for a future well site. Dedication of one half an acre of land for this is proposed with this annexation in the location depicted on the east side of the master plan.

The City's 2012 Water System Comprehensive Plan update addresses the annexation area, depicting the construction of main lines to serve this area. There are many more intricacies to the system plan, but for this area a new well will be installed that will pump water to the elevated water tower (Industrial Standpipe) at the corner of Hanley and Carrington, with the applicant dedicating the approximately the one half acre of land through deed to the City. The Industrial Standpipe is a 160' tall steel structure constructed in 1999 with a storage capacity of two million gallons.. The Industrial Standpipe supplies water to the Upper Zone, which can also supply water to the General Pressure Zone via pressure-reducing valves.

The 2012 Water System Comprehensive Master Plan indicated that the City has made policy decisions to provide reasonable minimum flows and pressures for fire protection. If there are any exceptionally high fire flow demands that exceed Fire Flow Targets, this owner will be required to provide onsite fire protection through storage, pumping and sprinklers to meet the demand. Fireflow needs and responsibilities will be determined at the time of build-out of individual phases of the project.



City of Coeur d'Alene 2012 Water System Plan Capital Improvement Plan

As to irrigation, the applicant has adjudicated water rights under water right #952174. This water right allows for 3 cfs with no volume limitation with 1.68 820 acre feet per annum from March 15- November 15 of each year. The applicant is interested in utilizing this for irrigation and water features throughout the project. The applicant also has additional water rights in the area that can be utilized for irrigation and has the option to apply for new water rights if needed.

Attachment 8 depicts proposed infrastructure and utilities.

Services

Schools:

- The Applicant reached out to the School District at the beginning of planning efforts to work through their preferences on school site locations and layouts.
- The Applicant and School District have already signed a Memorandum of Understanding (MOU) regarding a middle school and elementary school site.

The applicant has met with the Coeur d'Alene School District #271 superintendents and their administrative staff since early 2020 to develop a plan for public schools. The master plan depicts a twenty acre middle school site located in the northeastern corner of the site and a ten acre elementary school site in the south central portion of the site. The District administration has determined these are preferred locations and sizes within the context of the surrounding transportation, trail, and park infrastructure as well as within the context of the surrounding land uses. For instance the District expressed a preference for the commercial areas of the site to be located some distance from the Middle School site and for multi-family and higher density single family to be located in closer proximity to each school site. The District #271 Board and applicant have entered into a Memorandum of Understanding related to the schools sites, the details of which are in Attachment 9. A summary of the MOU is that the middle school site will be procured through land purchase and the elementary school site will be gifted by the applicant to the Coeur d'Alene School District.

Fire and Police:

- Public safety needs (from Fire/Police chiefs) have been integrated into the Master Plan.

The applicant has met with the City Police and Fire Departments. Various design suggestions by our first responders such as traffic calming features on the north/south arterial systems; safe road crossings through narrowed intersections; providing various points of vehicle access to the trails systems on the eastern side of the project; low level lighting of parks and trail systems; and similar items related to crime prevention through environmental design were discussed. The first responders also expressed the importance of careful management of multi-family housing through strong HOA associations and participation with Crime prevention Block Watch Programs. These concepts have been incorporated into the Master Plan by breaking up block systems, adding roundabouts to the north south boulevard road system, and widening the eastern path system. Care will also be taken at the time of amenity construction to develop carefully lit spaces and to engage in space planning for safety. Police and Fire also discussed the need for carefully designated parent drop-off and bussing

areas which can be separated from standard traffic, which is a consideration for the City and the Schools at the time of building permit review and approval.

There were also discussions about facility needs--with both agencies determining that their facility needs will be met through existing facilities where dispatch to the annexation area and other areas of the city can be accomplished more effectively. If local space for police officers is needed at some point in time, a space that could be developed in areas of the project, such as within the retail center area.

Coeur d'Alene Airport:

The Coeur d'Alene Airport Has Been Considered In Development Of This Plan

The Coeur d'Alene Airport Master Plan indicates that this area is outside of the Land Use Overlay Zones related to safety and general traffic' however there are current and future noise decibel rating overlays on a small portion of the northeast portion of this property.

Phasing Plans and Timing of Project

The Coeur Terre Master Plan is a multi-phase project, that will be developed over time, in a similar manner as Coeur d'Alene Place (which has been underway over 20 years).

It is anticipated that development will begin on the north side of the property, likely beginning near the new Middle School site, though there are other areas within the eastern and southern portions of the annexation area that could also be developed readily given the availability of existing infrastructure.

Because of the large land area and lengthy build-out, the property is anticipated to be developed in general accordance with the attached master plan; with the actual development to be through individual Planned Unit Developments (PUDs), standard subdivisions, and site plans. The larger PUDs and subdivisions are anticipated to be phased, with yearly or bi-yearly sub-phases, all of which will be subject to approval by the City. All unit and square footage types and counts will continue to be calibrated with market needs as individual phases of the project develop.

The applicant and City will utilize the master plan for land use and infrastructure planning. To ensure the timeliness and applicability of off-site infrastructure construction, studies will be conducted with each major phase to investigate the unique impacts of that specific phase of development as it relates to transportation level of service and other infrastructure concurrency needs.

Respectfully Submitted,



Connie Krueger, AICP
Principal Planner

Plans, Studies, and Attachments

Plans Utilized in Master Planning:

City of Coeur d'Alene:

- 2021 Parks Master Plan
- Wastewater System Master Plan
- 2012 Water System Comprehensive Plan Update
- 2017 Trails & Bikeways Master Plan Update
- 2022-2042 Comprehensive Plan
- 2007-2017 Comprehensive Plan

Kootenai Metropolitan Planning Organization:

- 2019 Critical Arterial Corridors Within and Effecting the Coeur d'Alene Urbanized Area
- 2009 Huetter Corridor Study Final Right of Way Needs Report
- 2018 Regional Non-Motorized Transportation Plan

Specialized Studies Created:

CivTech Traffic Analysis Memorandum

JUB Engineers Technical Memorandum Wastewater Collection Study October 2021

Attachments:

1. Annexation Area Property information
2. Annexation Area Proposed Concept Master Plan
3. Annexation Area Proposed Zoning and Land Use Map
4. Annexation Area Proposed Zoning and Land Use Plan with Sample Types
5. Local Worker Housing Toolkit
6. Annexation Area Proposed Parks and Open Space Plans
7. Annexation Area Proposed Roads and Trails
8. Proposed Infrastructure and Utilities Plan
9. Coeur d'Alene School District #271 Memorandum of Understanding



PUBLIC HEARINGS

1. Applicant: Kootenai County Land Company, LLC (**Coeur Terre**)
Location: North of I-90, south of W. Hanley Avenue, East of Huetter Rd.
Request: A proposed +/- 442.64-acre annexation from Ag Sub to
to R-8 &R-17, C17 and C-17L
LEGISLATIVE, ([A-4-22](#))

Sean Holm, Senior Planner provided the following statements.

- Kootenai County Land Company, LLC, through their representative Connie Krueger, is requesting consideration of annexation for a +/-440-acre parcel in Kootenai County, currently zoned AG-Suburban, to be incorporated into city limits with a mix of zoning designations described within this staff report including: R-8, R-17, C-17L, and C-17.
- The subject property is located on the west side of the city, north of I-90 and W. Woodside Ave., south of the future W. Hanley Ave. extension, east of N. Huetter Rd., and west of N. Buckskin Rd., Lancaster Rd., N. Arthur St., and W. Industrial Lp. The subject property is vacant except for a large water tower owned by the City on a leased parcel in the northeast corner. There are two homesites east of N. Huetter Rd. that are not included in the request.
- Planning Commission makes a recommendation to City Council whether or not an annexation request complies with the evaluation criteria and what zoning designation(s) Council should consider. As a part of the recommendation, Planning Commission may suggest items to be included in an annexation/development agreement to Council for consideration.

The applicant has provided legal descriptions and a zoning district exhibit laying out the requested zones over the existing parcels.

Requested Zoning Districts Include R-8, R-17, C-17L, and C-17 as defined below:

R-8:

- Main District
 - 10,199,661.12 SQ FT (234.152 acres more or less)

R-17:

- North District
 - 5,006,829.96 SQ FT (114.941 acres more or less)
- Middle District
 - 264,670.56 SQ FT (6.076 acres more or less)
- South District
 - 1,329,407.64 SQ FT (30.519 acres more or less)

C17L:

- Existing Water Tower Site: To be dedicated to City
 - 22,501 SQ FT (0.517 acres more or less)
- Future Well Site: To be dedicated to City
 - 22,500 SQ FT (0.517 acres more or less)

C-17:

- North District
 - 533,130.84 SQ FT (12.239 acres more or less)

- South District
 - 1,705,722.48 SQ FT (39.158 acres more or less)
- The City's 2022-2042 Comprehensive Plan categorizes this area as:
 - Single Family Neighborhood
 - Compact Neighborhood
 - Urban Neighborhood
 - Mixed-Use Low
- Mr. Holm presented the required findings for annexation, including:
 - Finding B8, conformance with the Comprehensive Plan. The 2022-2042 Comprehensive Plan categorizes this area as Single-Family Neighborhood, Compact Neighborhood, Urban Neighborhood, and Mixed-Use Low. He shared the Future Land Use Map and applicable Place Types, transportation, walking and transit network maps, and applicable goals and objectives.
 - Finding B9, that public facilities and utilities are/are not available and adequate for the proposed use.
 - Finding B10, that the physical characteristics of the site make/do not make it suitable for the request at this time.
 - Finding B11, that the proposal would/would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and./or existing land uses.
- Mr. Holm referenced the pages where the staff comments were located.
- He noted in the staff report the suggested conditions for the Planning Commission to consider in and Annexation and Development agreement (see below).

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 Terre 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.

Mr. Holm concluded his presentation

Chairman Messina inquired how a Development Agreement will be designed for this project. Mr. Holm explained that after this goes before City Council, staff will work with the applicant to negotiate that agreement. Chairman Messina asked for clarified on whether the Planning Commission was only making a recommendation for annexation and zoning and not the development agreement. He also noted the district zoning map submitted by the applicant and inquired how this map compares to the future land use map in the staff report. Mr. Holm explained that the applicant had requested that our consultants MIG look at this property as we were doing the Comprehensive Plan. It is up to the commission to decide if this is something they can support. Chairman Messina commented that from looking at the map R-8 is the most compatible with the land use map in the Comprehensive Plan.

Commissioner Mandel inquired if this annexation is approved is the zoning submitted by applicant binding and explained that there are four different zones and how do we make sure that a lot of C-17 is replaced by the R-8 properties. Mr. Holm explained that staff looked at this application with the same concerns and, based on the zoning, staff recommended to require from the applicant legal descriptions for each zone. If council approves this request, those legal descriptions for each zoning district would be part of that approval which mirrors their exhibit.

Commissioner McCracken inquired about the two school site locations zoned R-17 and questioned if the applicant decided to change their mind, could they put something else on those sites. Mr. Holm explained if council approves this annexation there are uses by right for each zone and that R-17 does allow some other uses within that zone. He added that the applicant does have a Memorandum of Agreement (MOU) with the school district to provide two schools on the property and if council approves this request, they could require those sites for the school to be part of the Development Agreement.

Commissioner Ingalls stated that they received a packet of comments from citizens with a lot of concerns with traffic and inquired how the traffic study was done without knowing how many housing units will be constructed and from those comments were letters of support from various agencies of support for more housing and inquired if staff knew how many units are proposed for this site and if there will be a variety of housing types. He also noted that there is an understanding that the applicant will provide a 5% commitment for workforce housing. Mr. Holm commented that he wished he could answer that question and that the applicant is here to answer that question.

Commissioner Ward inquired if the decision tonight is to recommend approval for the annexation and the zoning for the parcels. Mr. Holm stated that's correct. Commissioner Ward noted in the staff report it references site reviews which are administrative, so if the applicant wanted to build per the zoning on the individual parcels, they could apply for a building permit and wouldn't need approval from the Planning Commission. Mr. Holm explained it depends on the level they plan to construct and stated that the city code would allow two units on a parcel in the city that includes everything except the R-17 sites that include multi family. He added for the R-8 district and "use by right" they can have two single family houses, or a single-family house and an Accessory Dwelling Unit (ADU) for that entire parcel without going through the subdivision process, if the parcel meets minimum size requirements. Commissioner Ward commented that we now have a Development Agreement ordinance and questioned if the school and park sites binding. Mr. Holm explained that the applicant and school district have an MOU, but the city isn't part of that MOU. So, if it's the desire of the Planning Commission to recommend to council that the school sites be included in the future development, that should be noted.

Chairman Messina noted on page 38 in the staff report on the last paragraph it states “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 to future subdivision applications to generally adhere to: alignment of transportation, product type (place types), trails and public parks as shown in the conceptual design.” He inquired if this will be a future discussion and, if this is approved, will the design change. Mr. Holm explained staff added that language because within the applicant’s narrative they stated a desire for a degree of flexibility depending on what the market will be and didn’t want to have to come back for future amendments for the PUD if the market changes. He added they do have a master plan that they provided to staff that doesn’t specifically apply to this annexation request, so you may see some things presented tonight but the decision is only for the annexation and zoning and nothing else is binding. Chairman Messina commented what we are looking at might not be what the finished product will look like. Commissioner Mandel commented if there is nothing binding, questioned if there is an exception to adhere to some of the principles. Ms. Patterson concurred and explained the language is so the applicant can have flexibility. Mr. Adams explained that the Planning Commission is making a recommendation for zoning to council and the council will make the decision on whether to annex and accept the recommendations on zoning. The Planning Commission is not making any binding decisions tonight.

Mr. Holm explained based on the zoning presented on the underlying parcels they can build more in the county. He is confident that this project will come back to the Planning Commission, but he is not sure what form that will take. Commissioner Mandel commented that we are making a recommendation to council that is not binding and requested clarification on what is listed in comments for an Annexation/Development Agreement if staff is requesting that those items be included in a future development agreement, which isn’t being done tonight. Mr. Adams concurred and noted that any recommendations tonight will be considered by council with a negotiation between city, staff, and the developer on what will be in the Development Agreement. Ms. Patterson explained if the applicant comes forward with a subdivision or PUD, we can open the Development Agreement again that will have amendments with more detail added. This is not the only chance to make changes.

Ali Marienau, KMPO Transportation Planner provided the following comments.

- She explained that the city asked KMPO to do the modeling, since the KMPO model is regionally focused to provide an analysis of how this project will impact the city. She notes that this information would hopefully provide clarification on the modeling process and the results.
- She stated KMPO was established in 2003 and that it is a federally mandated organization.
- She commented that they do have a board that consists of representatives from the four major cities - Coeur d’Alene, Post Falls, Hayden and Rathdrum - the four Highway Districts, the Idaho Transportation Department, Kootenai County and the Coeur d’Alene Tribe, and they work with a technical committee that is made up of members from those agencies.
- She explained the travel demand model is used for long-range transportation planning to help identify existing and future issues, so the region can be proactive and plan for transportation investments going into the future.
- She explained this model helps determine the type, size and location of transportation improvements. She added this is a peak hour model and it only looks at a.m. and p.m. peak trips.
- She explained the type of data inputs used based off of land uses and are measured by number of dwelling units, employment, students, acres of agriculture land, etc. These units are grouped in Traffic Analysis Zones (TAZs) because every unit cannot be represented in the model analysis. The model takes into account the numerous people living in the county. The TAZs are structured so that they separate residential from commercial.
- She provided an example of data they use in their modeling/planning processes. She shared a screenshot of Inrix signal data for the intersection at Atlas Rd and Hanley, which showed how the intersection is operating.
- She explained KMPO has a current model that is used, which consists of 2020 land use data, as well as forecast models through 2045, which incorporate population growth and future developments; she explained the various models used to be based on the scope of the project.

- She commented the models include future 2035-2045 projects, including the Highway 41 widening, improved I-90 interchanges and widening, etc. Future land use projects are also incorporated, including Prairie crossing, more development on the west side of Huetter and the east side of Highway 41, and the buildout of the Atlas Waterfront project.
- She explained the 2035-2045 model scenarios both with/without Coeur Terre and with/without the Huetter bypass. She provided maps showing potential congestion. She added with additional collector roads constructed by the Coeur Terre project there would be less congestion on Hanley because increased traffic on Kathleen. Travel patterns shift due to additional collector road network, and verified the much-needed east/west connection.
- She added that in the 2045 scenarios, it includes the plan to widen Huetter Road to three lanes. This facility can tolerate this development including schools and commercial.
- Some locations will, generally, need to be addressed for future growth.
- This is a regional model and traffic specific to this area. Some trips from the Coeur Terre project won't go to Coeur d'Alene. The city wanted to use the regional model and expectations for the future to better understand traffic through this area.

Commission Comments.

Commissioner McCracken commented we had many comments from people who had concerns using Arrowhead as a through street and, when looking at the map, it looks like the school is located where Arrowhead connects to the neighborhood. She noted on the KMPO map the traffic is routed through Nez Perce without a connection into the neighborhood. Ms. Marienau explained with this analysis not all local roads are included and understands that in the staff report the city engineer noted, as this development progresses and each stage comes to the Planning Commission, additional traffic analysis will be done. She noted on the map a decrease in traffic where Appaloosa meets Atlas Road.

Commissioner Ingalls noted that we received comments from the City of Hayden who hopes we preserve the footprint of the Huetter Bypass. He asked if this project threatens the future Huetter Bypass. Ms. Marienau stated we can't say this project will impact the Huetter Bypass and explained that the bypass is still being reviewed by KMPO/ITD who have had past discussions with the applicant. She added the main footprint with the Huetter Bypass would be within the vicinity of Poleline and Hanley where the first interchange would be located, with more work needing to be done.

Public testimony open.

Brad Marshall, Applicant representative, provided the following statements:

- He introduced various members of the Coeur Terre team.
- He stated that he has seen a lot of changes in this area through the years and can remember when Ramsey Road was a two-lane country road.
- He commented that Coeur Terre, when completed, will be similar to Coeur d'Alene Place spanning 20-30 years.

Melisa Wells, President of the Kootenai County Land Company, provided the following comments:

- She stated we are a local company with most of our members living in this area minus 3 and that most of our contractors, suppliers and consultants are local.
- She added that we have many active communities in our region and as an example, in Coeur d'Alene they are developing The Trail's community north of the annexation area. As we develop our communities, we will be focusing on collecting input from the community and incorporating that feedback back into our design. She added we are mindful of the local working housing shortages in our area and working to provide housing types that help address these needs.
- She commented that we have been working on this project for many years and started with many conversations with Roy Armstrong and was selected by Mr. Armstrong for our vision for this project.

Brad Marshall provided the following statements.

- He stated that staff did a great job with the staff report and with this request we are seeking annexation/zoning. He explained that a large portion of the property is proposed to be zoned R-8 single family homes adjacent to the neighborhoods, R-17 denser housing, C-17 L for the well site that will be dedicated to the city, C-17 will be 51 acres with design similar to what is in the Riverstone area providing first floor retail commercial with second and third floor residential.
- He explained that we won't be developing to the density within the various zones.
- He explained that we had been part of the past discussions on the Comprehensive Plan and how the requested zones fit within the Comprehensive Plan.
- He explained that we had done stakeholder interviews, notified surrounding property owners with a mailer, ads in the paper etc. and a voluntary public open house at the Kroc Center.
- He added this site has been within Coeur d'Alene's Area of City Impact (ACI) boundary for 30 years.
- He explained that we have reviewed the staff report and agree with all the conditions.
- He discussed the economic benefit to the city that will supply future housing for current residents and employees, providing schools, professional jobs, and expanded services.
- He stated that we are proposing two school sites elementary and middle school and have been working with the Coeur d'Alene School District to try and get the middle school up and going as soon as possible.
- He explained sales/property tax revenues will be provided to the city during the construction of phases with an estimate that 4.5 million dollars sales tax will be generated from this project.
- He estimates that this project will invest 2.5 billion dollars into our community over the next 30 years to build out.

Connie Krueger, provided the following comments.

- She noted on a map the cities of the ACI area, Hayden, Coeur d'Alene and Post Falls, this is an area in the early '90's that engaged in a multi-agency process that requires per code to create ACI impact and how they were formed. She added this property has been recognized by the city for future annexation and planned for future growth in the newly adopted Comprehensive Plan.
- She stated that we began planning 10 years ago with the prior owner Mr. Armstrong.
- She explained in 2019 a third round of planning began to ensure that the various housing types selected would be consistent with the Coeur d'Alene area and that Kootenai County Land Company approached City Council requesting specific planning for this area to be included in the current Comprehensive Plan update with the approval of the city to go forward.
- She stated this project is primarily a residential development with similar lot sizes, structures and density's similar to Coeur d'Alene Place.
- She explained that they met with stakeholders and held public open houses in May 2022 at the Kroc Center that was attended by 65 people.
- She explained at the open house a lot of discussion was on lack of housing and the need to provide local worker housing. She added we are working with Panhandle Affordable Housing Alliance (PAHA) and are dedicating 5% of the housing for workforce housing.
- She stated another discussion was on the need for schools and when we met with the school district, they located sites within the property that would be desirable for two new schools and recently entered into a Memorandum of Understanding (MOU) with the school district to provide those two schools.

Gabe Gallinger, Civil Engineer for Kootenai County Land Company, provided the following statements.

- He commented that parks and trails were the main topic at the public outreach stakeholder meeting. After hearing that, they met with staff to discuss where to locate these parks that would go with the Parks Master Plan. He explained from those discussions they decided that a 5.4-acre park will be located in the North Half of the project, A 12.3-acre community park located in the

southern half of the project for a total of 18 acres of public park area and in addition will dedicate a significant amount of open space that will be maintained by the Home Owners Association (HOA).

- He noted a central corridor that will be running down the middle of the site providing a meandering pathway that connects the proposed school site and the two proposed public park areas with an off-street parking corridor providing great circulation through the center of the project.
- He added we will also provide private pocket parks through the neighborhood promoting high utilization due to the proximity to the homes.
- He commented we want to enhance the existing trail system and will add 4 miles of new trails that will be installed in common area landscaped tracts located around the perimeter of the project, north/south through the center and east/west through planned landscape corridors.
- He stated access to the project will be provided by two existing arterial streets Huetter Road on the west, Hanley Avenue to the north in addition three existing local stub streets to the east and one stub street to the south as required by staff.
- He explained we have met with staff to discuss the new streets in the development which included a plan modification reducing long straight corridors to discourage speeding while providing intersections, spacing and sizing to accommodate large emergency vehicles.
- He explained that KMPO conducted the traffic modeling for this project to gauge the local and regional impacts for future years 2035 and 2045. Impacts were analyzed with and without their project and with and without the Huetter Bypass. The results of the model illustrated that the project works in all scenarios modeled.
- He explained that this site has existing water on three sides north, south and east and existing water improvements within the project boundary with an existing water tank on the northeast corner of the project. He added that we met with staff and will dedicate the existing tank site including an additional site for another public well on the property.
- He added that Wastewater doesn't have any issues and will connect to the existing system one on the north, east, and southeast corner will be able to extend the pipes with no lift stations proposed.

Brad Marshall provided a conclusion.

- The city has done an excellent job and that this site has been in the City's ACI for 30 years.
- He stated we are only asking for annexation and zoning approval and agree with staff recommendations for conditions.
- He addressed a question asked earlier regarding the Annexation/Development agreement how the selected zones for the property won't be changed and that we will be providing a map that illustrates the zoning with legal descriptions of those boundaries.
- He stated that we are working with PAHA and agree to dedicate 5% of housing areas to professional workforce housing.
- He is requesting that the Planning Commission approves this project.

Connie Krueger provided the following comments

- She explained within the application we have provided a pamphlet called "The Local Worker Housing Tool Kit" that is a list of a variety of ways on how to use the tool kit and will be working with PAHA and Maggie Lyons on Deed Restrictions.
- She stated that we haven't determined specific housing types for this project but will be provided when this project is heard by the City Council.

Commissioner Mandel inquired about a timeline for the project. Ms. Kruegar stated that we have

discussed timelines that haven't been established yet.

Chairman Messina inquired about a land trust and other options that might be available. Ms. Kruegar stated that they have discussed a land trust looking at a model in Sandpoint plus others but haven't committed yet with a desire by the owner to develop it himself and not sold to land trusts. She explained another factor is within 20 years housing needs will change and the owners needs/desires change and will want to keep it open and flexible.

Chairman Messina inquired about the timeline for this project and when homes will be available. Mr. Gallinger stated if this goes forward, we would start with the north 163 acres portion in 2023, start foundations in 2024, and have the first phase of homes move-in ready in 2025.

Commissioner Ingalls inquired about the five connections, one coming off of Hanley, one at Huetter, two going to the east, and one to the south. Mr. Gallinger explained that we will have a local connection to the south, one at Arrowhead, Nez Perce and Laurel.

Commissioner Ingalls inquired if a round-about will be proposed at Hanley Avenue or a signal at the Huetter intersection, and if that has been discussed with Post Falls Highway District. Mr. Gallinger explained that they are in development of The Trails Subdivision with the requirement from that subdivision to provide a connection of Hanley to Poleline, from its current terminus at Carrington as soon as they cross the Prairie Trail. It will be done with the next phase of The Trails subdivision. He added that we are currently working on a signal warrant analysis with our traffic engineer and if there is a need for a signal, they are required to pay for a portion of that signal based on traffic counts and modeling.

Commissioner Mandel inquired about the middle school and questioned how soon can the school district be able to construct that school. Mr. Gallinger explained once the school district owns the property, they have to go for a bond to get funding for the school which could take a year or more. He anticipated construction to begin on the school around the same time as Coeur Terre, in 2025.

Commissioner McCracken inquired about the greenspace buffer going along the east side. Mr. Gallinger explained when we first looked at the site there was an existing farming road around the perimeter of the site that has been used by many people as a trail. Within the project master plan, they wanted to preserve that perimeter trail. It will be 20 feet wide and provide a paved shared use access trail that will connect to the Prairie Trail. Commissioner McCracken inquired if Fire is able to service this area or will there be a need for a new fire station. Mr. Gallinger explained when they met with the Fire Department, they said this project wouldn't require a new fire station.

Commissioner Ward inquired if the phasing will begin at the north end of the property. Mr. Gallinger explained the plan is to begin with the north 160 acres based on having an existing sewer connection that will serve the entire 160 acres. Commissioner Ward inquired if the same development company will build the entire project or will you be selling off parcels to other builders. Mr. Gallinger explained that the intent is for this developer to build the entire project.

The commission took a break at 5:30 p.m.

The meeting resumed at 6:00 p.m. with public testimony.

Commissioner Fleming inquired if staff knew where KMPO is with the Huetter/ Prairie and Myers/Prairie traffic signals and questioned what would happen with the streets going into Indian Meadows where there are no curbs or sidewalks. Chris Bosley, City Engineer, answered that we will have to look at those sections when connections are proposed through the traffic study. He added we don't know where all the connections will be and based on the construction of the road at the time and in 20 years the entire road may need to be reconstructed.

Commissioner McCracken explained that Arrowhead is a dead-end street with lots of people who walk in

that area and have heard concerns what will happen to the neighborhood character if traffic is allowed to go through the property. Mr. Bosley answered that it's too early to know where this project will begin.

Maggie Lyons, Executive Director for Panhandle Affordable Housing Alliance (PAHA), stated that the mission for PAHA includes trying to help our community resolve our current crisis for local worker housing. She added that Coeur Terre has made a commitment to the community to set aside a portion of this development for worker housing with the goal to build homes in a price range that our local workers can buy. She provided a Power Point that explained who can buy a home and who can't. She stated that the housing crisis is real and to please approve this annexation.

Jeff Voeller, Director of Operations for the Coeur d'Alene School District, commented that this is the first time in 25 years the developer has reached out to the school district asking about our needs, which is appreciated. He added when we first met with the applicant, we let them know we are in need of a 20-acre site for a middle school and a 10-acre site for an elementary school. He added after numerous meetings with the applicant they came back with areas picked for these schools and appreciates this applicant listening to our needs and supports this project. He said the School District did enter into an MOU with the developer and asked the city to include the school sites MOU in the Development Agreement.

John Bruning, President of PAHA, represents the board members who are in support of this project. He addressed the 2022-2042 Comprehensive Plan and stated that Goal 3 "Community Identity states "Coeur d'Alene will strive to be livable for median and low-income levels including young families, working class, low income and fixed income households" and Objective 3 states "will support efforts to preserve existing housing stock and provide opportunities for affordable and workforce housing." He added we need affordable housing and feels this applicant gets this and to please consider this request and to make sure the 5% designated for workforce housing stays in the proposal.

Don Webber explained that when they purchased their home more than 20 years ago, they chose the location for the quiet streets within a peaceful setting. He added that we support the new development but please protect our neighborhood. He explained that the earlier version of the plan showed no intent to use Arrowhead or Appaloosa Road for ingress/egress and now the new concept shows a different version of the plan that will impact our neighborhood by encouraging people to use our local streets for access to the property. He also suggested that the commission should consider R-8 and R-17 away from existing neighborhoods and R-1 next to large lots that are an acre in size.

Scott Krajack stated he spends a lot of time at Coeur d'Alene Place dropping off his kids to visit their friends and questioned why does every one live in Coeur d'Alene Place. When comparing this development with Coeur d'Alene Place, he said they are similar in that they are providing similar housing types. He added that in the future as his kids go off to college, he hopes they will be able to afford to move back and to please approve this request.

Suzanne Knutson lives in Indian Meadows and is concerned with the following things: Scope and Scale, the loss of agricultural buffer land that separates Coeur d'Alene, Post Falls and Spokane, and Impact of increased noise and traffic on established neighborhoods by connecting this development to the narrow quiet residential streets of the established neighborhoods. She cautioned to please use restraint in growth, so that the quality of life of existing residents won't be impacted by this development.

Sharmon Schmit commented we are in favor of this development that will create a great community and to please protect the existing residents in Indian Meadows by denying traffic to go through this development.

Don Schmit stated he doesn't want his street to change and to please protect this neighborhood.

T. Rahm commented about Idaho's Monopolies and Trade Practice Act and according to Idaho's Statutes there are laws against persons who conspire to monopolize any area. She added these laws should apply to Lakeside Corporation that owns Coeur Terre property they are a private firm that has resources

and influences over regional government and that this is a problem.

Nancy Barr stated she lives on Arrowhead Road adjacent to Coeur Terre. She explained that Indian Meadows was developed in the 60's and 70's designed with one acre lots. She stated that she is concerned with traffic going through this neighborhood.

Patrick Wilson lives on Arrowhead Road and stated this is a special place and by approving this development will destroy this neighborhood. He added this is unplanned development and before we go forward, we need to know what is going to happen with the Huetter Bypass.

Jason Arthur has concerns about the zoning and with R-17 in the northern part of the property will put a lot of traffic on Hanley and with the addition of a new middle school will increase traffic and feels a middle school isn't needed in that area.

Roger Ruddich lives in Indian Meadows and was surprised this was going to happen. He stated that he has concerns with increased traffic and how the approval of this development will change this neighborhood.

Brett Haney stated that he submitted his comments in writing and has three concerns 1,000 acres 4,500 homes, and 10,000 people will be in this area on both sides of Huetter. He has concerns about the aquifer and the impact of so many people, and how many units will be available for affordable housing.

Greta Gissel commented will support the city for the need to provide affordable housing and as the new Executive Director for CDA 2030 that is engaging in a strategic planning session to rebrand as a regional community visioning group with the focus on housing. She mentioned the Regional Housing Growth Housing Issues Partnership (RHGIP) that was started with Kiki Miller, City Councilmember, with its successes and PAHA having developed deed restriction templates. She appreciates Coeur Terre for implementing the need for housing.

Dustin Ainsworth stated many people have relocated to northern Idaho with the need for smart growth and supports the Coeur Terre project.

Chairman Messina asked about water irrigation and noted in the packet water testing for the water in this area. Terry Pickel, Water Director, explained that the applicant is proposing a greenbelt including water features with two irrigation wells in the area that we can't use. He added that within this development is a proposed new well site that we will be using those to supply water to the greenbelt that will take a load off of our future infrastructure. He answered the question about water testing and explained that we had issues further east and why we are proposing a new well located at the end of Nez Perce between Atlas/Huetter well that supplies 4000 gallons per minute and feels good by having another well north of the city that will not be for this development but will supply the northern part of the city. He predicts the new well will be in before there is full development with this project.

Commissioner Fleming inquired about the ground covering used in Atlas and questioned can we assume this is drier grass land where local plants should be used. Bill Greenwood, Parks and Recreation Director explained the use of blue grass is a good choice that is hardier and will be working closely with Water to be using water saving measures. Commissioner Fleming commented that in this area it would be nice to have a community garden area. Mr. Greenwood stated that is a great idea and the city has been involved with a couple of those, but noted problems with the upkeep without having the support of the people to care for the garden or an HOA.

Rebuttal:

The applicant team requested a 5-minute break prior to the rebuttal. The commission granted a 5-minute break.

Brad Marshall made the following statements.

- He stated heard a lot of great testimony and nobody was really opposed to this development.
- He explained development is a tough business with land costs, carrying costs with the property, construction costs etc.
- He addressed traffic impacts to Indian Meadows and noted the applicant team respects the neighborhood. He explained they won't be getting to the south end of the development for many years. He added that there will be numerous subdivision applications coming forward and we will look at those access points and may find we may need them and maybe find that we can reduce some of those. He stated that we aren't opposed to include that language in the Annexation/Development agreement.
- He stated that he feels that this development conforms to the Comprehensive Plan goals and policies and is asking for the Planning Commission for the recommendation to City Council for approval.

Mr. Marshall concluded his presentation.

Chairman Messina inquired about the development agreement with the addition of the proposed connectivity of the streets in the existing neighborhood and sympathizes with the neighbors that could be a great impact and questioned as the Development Agreement is developed and those sections are developed through the years can the connectivity to those existing neighborhoods be used only by emergency services. Ms. Patterson explained in the staff report under Streets/Engineering we have discussed future connections and can work with the applicant team to have the ability of evaluate those future phases and explained in our city ordinances we need connectivity and likely we will need some connections and may be able to do some mitigation and different ways to design.

Commissioner McCracken explained when we looked at the traffic study there weren't any detailed maps showing the connectivity to the smaller neighborhoods and questioned can we require in the Annexation/Development agreement that a more detailed traffic study be required especially before the school sites are constructed. Ms. Patterson explained that we already have some language that we will be requiring traffic study with each of the future phases. Commissioner McCracken explained that she is more concerned with the Arrowhead connection since this one will be a "straight shot" to the school site.

Public testimony closed.

Discussion:

Commissioner Ingalls commented that he has lived in this area for a long time and now lives in Coeur d'Alene Place which is considered a superior development. He explained the only short coming living in this area is there isn't a lot of commercial opportunities and with this development he sees the potential of commercial mixed in that will be buffered from the neighborhoods. He stated that he supports this project that is well planned especially the open houses that were done, including the involvement of the school district where the developer asked them what they wanted in a school. He commented that he appreciates the agencies involved working towards the issue of housing shortage and the need for more housing.

Commissioner Ward explained the difference between developers and builders: a developer will buy 20 lots and build 20 homes and then move on to another area. That is called urban sprawl which isn't consistent with the type of development we want. He explained when he first saw this proposal and looked at the plan he saw an issue with traffic, but realizes that will be evaluated as the project develops. He is surprised with the generosity of the applicant for the 5% given for affordable housing and will support this project.

Commissioner McCracken concurs and after hearing comments hopes that compatible commercial and affordable units will be incorporated. She is excited for the trail connectivity and the addition of two new schools, and will support this request.

Commissioner Fleming stated the annexation is brilliant and will be a valuable piece of property. She

cautioned the industrial park is noisy and dirty. The recycling area is next to the property. She stated that the R-8 portion is large and suggested the applicant include R-5 so there is some compatibility with existing neighborhoods. She would like it if staff could show how many of these streets will be impacted with traffic and supports this project.

Commissioner Mandel concurs with the other commissioner's comments and when first looking at this project thought, "it was "enormous". Once we figured out what our role was and that Planning Commission will have more "bites" and opportunities to discuss the details, she felt more comfortable with the request. She wanted to thank the community for coming forward and participating in this process, and staff for the amount of work that went into this development, and supports this request.

Chairman Messina concurs and supports this project for the reasons stated earlier and for the applicant to please continue to work with the neighborhood and applauds their time.

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

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.

Public Comments
from Planning Commission Meeting
on October 11, 2022

CDA Planning Commission Presentation
October 11, 2022

Traffic issues -

Commissioners, thank you for allowing me to address this issue tonight. I've submitted to your offices, a copy of my presentation, which includes sources of the data that I cite.

My name is Don Webber. I live at 4211 W. Arrowhead Rd., CDA. Our neighborhood consists of 167 custom homes on 1-acre lots, in a pine forest. We purchased our home more than 20 years ago. We chose the location predominantly because of the quiet streets, the trees, and our ability to walk our dogs, play with our children and enjoy our neighbors in a peaceful setting.

While we support progress and the new development, we're asking you to please help us in protecting the integrity of our neighborhood.

An earlier version of the project's concept plan showed NO plans to use Arrowhead Rd or Appaloosa Rd for ingress and egress. The developer's website now shows a different plan that will negatively impact our neighborhood by encouraging traffic to pass through on quiet, local streets.

Outside of our neighborhood, the developer shows at least 11 additional points of ingress/egress into their project. 10 of those on arterials or collector streets. Is it an absolute necessity for traffic to be routed through our neighborhood?

Or is directing traffic onto our local streets designed to create convenience for those entering the new development? If for their convenience, then we are definitely to be inconvenienced.

Certainly some other solution can be found without ruining our neighborhood. Please don't allow access through our local street.

We do expect cut-through traffic generated by the new development, and its negative impacts. There will be no way to avoid it.

But, by making our dead end a through street, you will certainly exacerbate the situation. Our normal traffic would increase by a factor of 10 times. Couple that with creating a direct route to a new school and the traffic numbers become astronomical.

The exponential increase in traffic encouraged to pass through our neighborhood will cause a serious negative impact that will be devastating. You know what the studies say. This type of increased traffic will:

- Increase the risk of traffic injuries and fatalities
- Increase noise and dust

- Increase “cut-through” traffic
- Increase speeding potential
- Reduce property values
- And generally degrade an existing desirable CDA neighborhood

Most progress requires compromise, and we understand that. We’re not asking for no negative impact. We simply ask you to mitigate SOME of the negative impacts.

You are our only advocates in this process.

Please, don’t sacrifice one neighborhood for another.

Protect our neighborhood.

Protect our children.

Protect our environment.

Protect our property.

Thank you.

Don Webber
4211 W. Arrowhead Rd.
Coeur D’Alene, ID 83815
Donharvest2u@gmail.com

Sources:

<https://ceds.org/cut-thru/>
<https://www.cdaid.org/6959/departments/planning/city-of-coeur-dalenes-2022-2042-comprehensive-plan>
<https://www.useful-community-development.org/neighborhood-traffic.html>
<https://mrsc.org/Home/Stay-Informed/MRSC-Insight/Archives/Protecting-Existing-Neighborhoods-from-the-Impacts.aspx>



4752 W. Riverbend Avenue • Post Falls, ID 83854 (208) 773-6745 • Fax (208) 777-4080
October 3, 2022

The City of Coeur d'Alene
City Council and Planning Commission
710 E. Mullan Ave.
Coeur d' Alene, ID 83814

RE: Coeur Terre Land Annexation

Dear City Council and Planning Commission:

Jacklin Land Company supports Kootenai County Land Company's proposed annexation of the Coeur Terre property into the City of Coeur d'Alene and encourages the City to approve their application. As the developers of Riverbend Commerce Park in Post Falls, and home to Buck Knives, Ednetics, Raycap, ALK Source Materials, University of Idaho, North Idaho College, etc., we know our tenants need an inventory of housing options for employees. Whether it is retaining an existing business, or bringing a new business to our area, housing options are critical to the economic success of our community.

The project will include a wide variety of housing types which will directly benefit the community by providing needed housing, employment opportunities, parks, schools, and property and sales tax revenue for City and County services.

Architerra provides quality homes throughout the county in their many projects. The master planned Coeur Terre project will provide a variety of housing options and amenities for a wide range people for decades to come.

We are requesting that the City of Coeur d'Alene approve the proposed annexation and zoning of the Coeur Terre Property. The site is adjacent to the existing city limits and is a natural progression of outward growth of the city.

Respectfully

Jacklin Land Company

The City of Coeur d' Alene
City Council and Planning Commission
710 E. Mullan Ave.
Coeur d' Alene, ID 83814



October 4, 2022

RE: Coeur Terre Land Annexation

Dear City Council and Planning Commission,

The Coeur d Alene Regional Chamber of Commerce Board of Directors supports the Kootenai County Land Company's proposed annexation of the Coeur Terre property into the City of Coeur d'Alene. We support the future development of the property into a well- planned, mixed-use project consisting of a wide variety of housing types, commercial areas, school sites, and parks to be developed through phasing over 20-30 years. [Coeur Terre | Kootenai County Land Company \(kcolandcompany.com\)](http://kcolandcompany.com) The project will directly benefit the community by providing much needed housing, employment opportunities, parks, schools, and property and sales tax revenue for City services.

The property is in the City's Area of City Impact (ACI), and the City's Comprehensive Plan and nearby zoning support the project. In addition, the site is adjacent to existing city limits, connected to existing development, streets, and utilities, and is a natural progression of outward growth of the city. More specifically the project will include a wide variety of housing types, from small to large lot single family homes, townhomes, apartments, senior housing, retail, office and medical space, parks, and school sites. As a mixed-use project, the development will reduce vehicle trips to the City Center for services and provide on-site employment opportunities and commercial property tax revenue for the associated city services. As members of the business community, we need housing for our employees, customers, and patients and recognize that the income from services and supplies from the development of the property will benefit our community as a whole.

In summary, we are respectfully requesting both the City of Coeur d Alene Planning Commission and City Council to approve the proposed annexation and zoning of the Coeur Terre Property based on the ACI, Comprehensive Plan, adjacent zoning, street, utilities, proposed housing types and needs, parks, school sites and the economic benefits to our city.

Respectfully,

A handwritten signature in blue ink that reads 'Rick Rasmussen'.

Rick Rasmussen, Chair, Board of Directors
Coeur d Alene Regional Chamber

STUHMILLER, SHANA

From: Donald Garringer <donauldgarringer@gmail.com>
Sent: Monday, October 10, 2022 8:14 PM
To: STUHMILLER, SHANA
Subject: Public hearing comment

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

With regard to mitigation of potential affects due to development over the Rathdrum Aquifer. Would reducing density by applying R-1 and/or R-3 designations be consider, rather than the proposed R-8?

Specifically, for the area west of and adjacent to the north/south underground water line located approximately 40 to 50' west of the current city limits boundary.

STUHMILLER, SHANA

From: Garringer <garringer4@roadrunner.com>
Sent: Monday, October 10, 2022 3:55 PM
To: STUHMILLER, SHANA
Subject: Coeur Terre public comment

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

Dear Members of the Planning Commission:

My husband and I have resided in the Northshire neighborhood for over thirty years.

- I support the annexation of Coeur Terre to financially offset the impact its residents will have on Coeur d'Alene over the long term.
- Please consider less units per acre for the first row of the new lots on the eastern side of the development to potentially minimize the impact on Northshire.

Thank you for considering the workforce housing shortage.

Sincerely,
Mary Ann Garringer

STUHMILLER, SHANA

From: sherry hayes <shayes1951@hotmail.com>
Sent: Monday, October 10, 2022 1:27 PM
To: STUHMILLER, SHANA
Subject: public hearing on Oct11 for request for Coeur Terre annexation

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

My name is Sherry Hayes. I live at 4115 N Lancaster Rd , CDA. My property abuts the land request for annexation. I may not be able to come to the meeting.

I am worried about the property being over developed, as I may be understanding that the R-8 and R-17 may allow the houses to be practically on top of each other for one.

I am worried about having enough of green space between my property and what they will be doing behind me, will there be enough of green space, people not walking into my yard.

I already have people , dogs and motorbikes coming next to me and in my yard all the time now as there is a roadway between me and the fields.

I also worry about the huge water line that was put in a few feet in the field a few years ago. can they build over it, or will they have to have an easement for it.

And what about the impact on the aquifer? Will they be paying and putting in all the infrastructure or will the city and taxpayers be footing the bill?

What about the schools? They said they will set aside two properties for the schools and give one to the district free. Is that in writing or will they pull back on that?

Maybe they should be charged big impact fees for all these services, they could always charge more for their houses, for all the people moving here from out of state who disrupt our way of living. Maybe you could have in writing that they have a fourth of their houses for low income or maybe even medium income people, for all the people who make minimum wages in our area.

I have lived in my home since late 1978 and knew some day Mr. Armstrong might sell his property, but this endeavor sounds a bit over the top, don't you think? I do! Double check everything they say as during their informational meeting they had at the Kroc Center it did not always line up to what they were saying and what was on their info boards they had up. One presenter was saying one thing and across

the room another was saying something completely different. They do not have all their ducks in a row!

Thank you so much,
Sherry Hayes
4115 N Lancaster Rd
208-765-3831

POST FALLS CHAMBER

AREA CHAMBER OF COMMERCE

201 E. Fourth Ave.
Post Falls, ID 83854
Phone: 208.773.5016
www.postfallschamber.com

October 7, 2022

The City of Coeur d' Alene
City Council and Planning Commission
710 E. Mullan Ave.
Coeur d' Alene, ID 83814

RE: Coeur Terre Land Annexation

Dear City Council and Planning Commission,

The Post Falls Chamber of Commerce Board of Directors supports the Kootenai County Land Company's proposed annexation of the Coeur Terre property into the City of Coeur d'Alene. We support the future development of the property into a well-planned, mixed-use project consisting of a wide variety of housing types, commercial areas, school sites, and parks to be developed through phasing over 20-30 years. [Coeur Terre | Kootenai County Land Company \(kcolandcompany.com\)](http://kcolandcompany.com) The project will directly benefit the community by providing much needed housing, employment opportunities, parks, schools, and property and sales tax revenue for City services.

The property is in the City's Area of City Impact (ACI), and the City's Comprehensive Plan and nearby zoning support the project. In addition, the site is adjacent to existing the city limits connected to existing development, streets, and utilities and is a natural progression of outward growth of the city. More specifically the project will include a wide variety of housing types, from small to large lot single family homes, townhomes, apartments, senior housing, retail, office and medical space, parks, and school sites. As a mixed-use project, the development will reduce vehicle trips to the City Center for services and provide on-site employment opportunities and commercial property tax revenue for the associated city services. As members of the business community, we need housing for our employees, customers, and patients and recognize that the income from services and supplies from the development of the property will benefit our community as a whole.

In summary, we are respectfully requesting both the City of Coeur d Alene Planning Commission and City Council to approve the proposed annexation and zoning of the Coeur Terre Property based on the ACI, Comprehensive Plan, adjacent zoning, street, utilities, proposed housing types and needs, parks, school sites and the economic benefits to our city.

Respectfully,

Eric Knudtsen, Chair
Board of Directors
Post Falls Chamber of Commerce

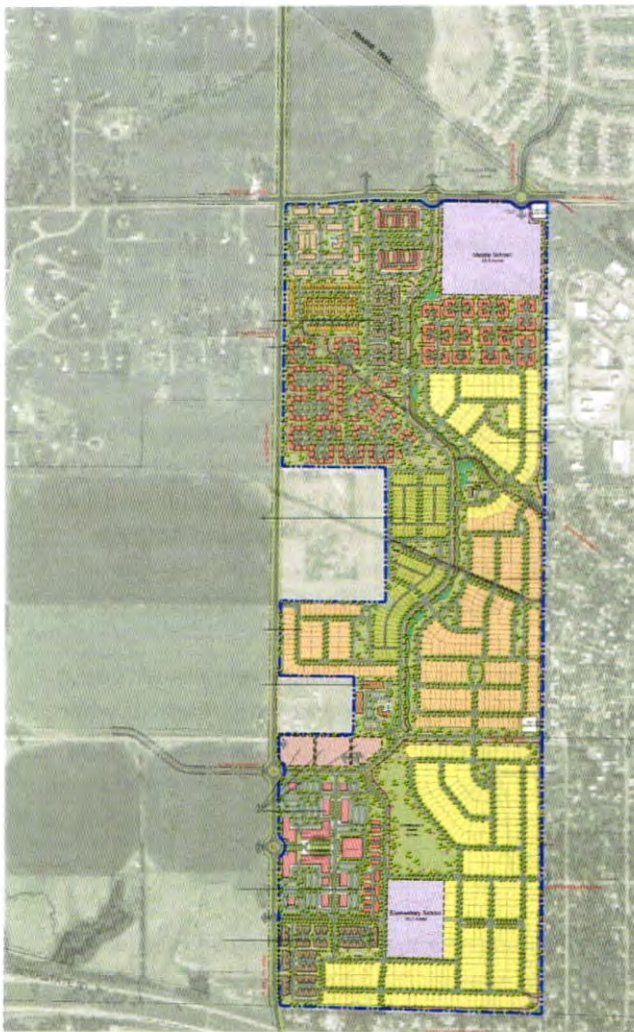
Christina Petit, President/CEO
Post Falls Chamber of Commerce

The Community Against the Kootenai County Land Company, LLC Coeur Terre Project

Planning Commission
City of Coeur d'Alene
710 E Mullan Ave
Coeur D Alene, ID 83814

Dear the City of Coeur d'Alene Planning Commission,

The intent of the letter is to voice the disagreement with the submitted proposal for the Kootenai County Land Company, LLC's Coeur Terre project. It is also the intent of the letter to stop any annexation request as it is not required. The project is requesting a proposed +/-442.64-acre annexation form Ag Sub to R-8, R-17, C17, and C-17L.



Summary

The proposed development is failed; it is simply not community development that supports vibrant neighborhoods and safety. It does not cover all the needed concepts for such a large, high-density undertaking, including, but not limited to, police departments, fire departments, medical facilities, greenspace, and ecological impacts. The project will destroy the local community, negatively impact surrounding houses for aesthetics and property value, and obliterate the road system.

State Codes

50-222. It is the policy of the state of Idaho that cities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities. The proposed development is not reasonable, necessary, or orderly.

67-6502 (g)-The Plan creates an undue concentration of population and overcrowding of land.

The project has not published an expected start date to break ground or schedule for completion but is asking that the 442.64-acres of property be annexed into the City of Coeur d'Alene. The fact that no projected start date is in place should stop this annexation immediately. The burden to the tax-paying citizens for the public hearing is already too significant as there is no execution plan on record and no current need.

Upon contacting the Kootenai County planning office, it was made clear to the public that Kootenai county does not have the right to keep this action from happening. The fact that the current governing body of the land cannot stop this action appears to be a legal loophole. It is appalling, and developers have used the loophole to push their agendas over the community's best interest.

Annexation at this time, before the Idaho Transportation Department even starts its Kootenai county road assessment, is deliberate. The developer will purposely start housing builds nearest to the current Huetter Road to keep their land from being used for any road expansion and forcing it to fall entirely inside Post Falls. They would be supporting the KMPO's current vision for road expansion but not necessarily the right idea for the county. Keeping the current, unresearched vision will make the developer more money while gravely impacting the residents of Post Falls and Coeur d'Alene.

The proposal for this much land development is that of another city, not a small development. Coeur d'Alene Planning department does not have the right to sanction this annexation, regardless of what they feel their legal authority is currently. The likelihood that the entire area would be split off into another small city in the future is high. It is also not desired by the community, and Coeur d'Alene needs to respect the majority over the minority parties involved.

LEV [NN] LLC

The holding company of the land being reviewed and additional property in the area uses the legal company name of 'LEV' and then a number and then 'LLC' to manage the land assets. The original proposal for the Coeur Terre project, which has now been removed from the Kootenai County Land Company, LLC's website, had initially planned to have less density for their entire acreage, which is over 1,050 acres.

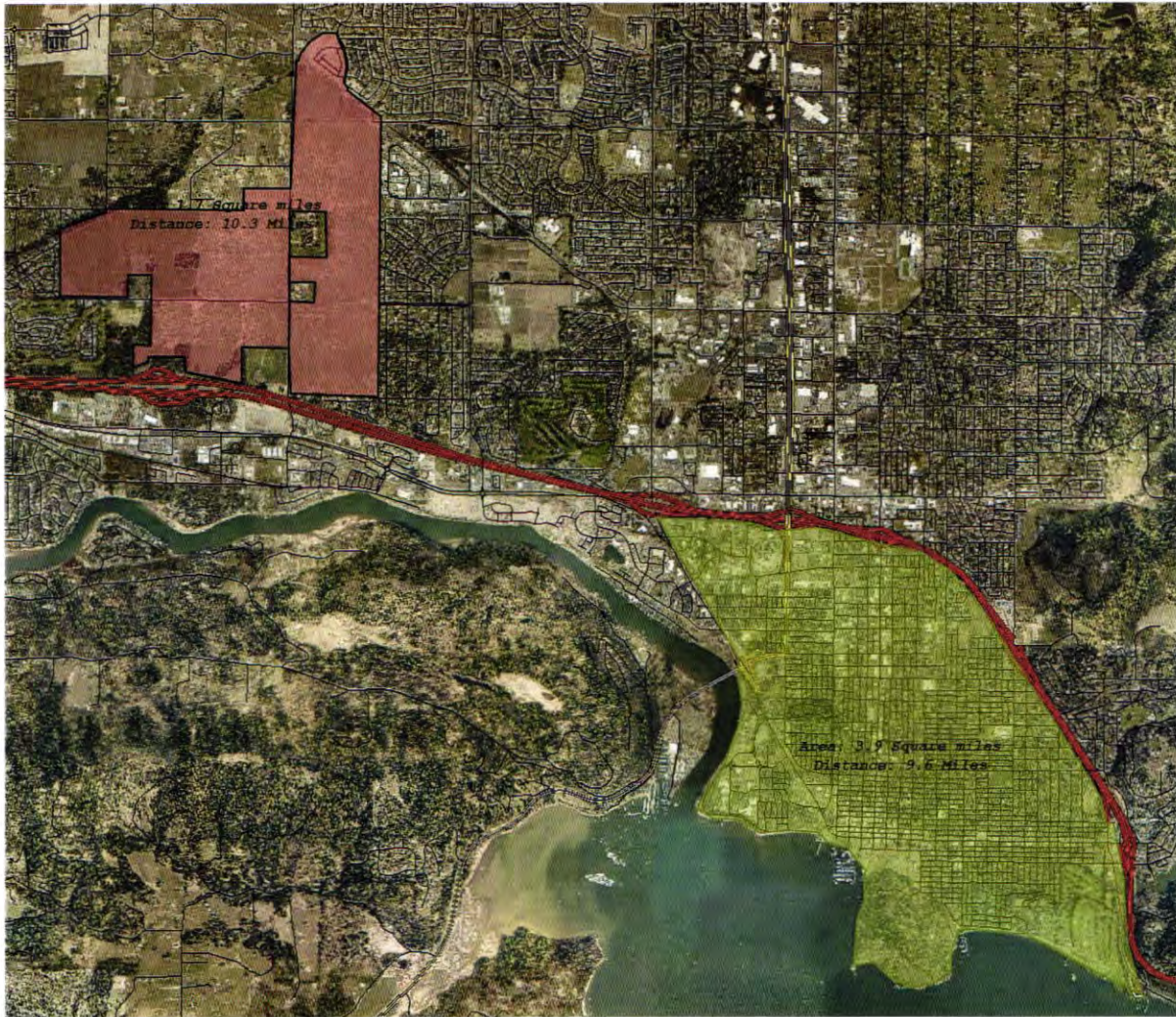


Another City, Not Residential

It is incorrect to say that the Coeur Terre project promotes orderly growth, preserves the quality of Coeur d'Alene, protects the environment, promotes economic prosperity, and fosters the safety of the residents. It must do this to comply with both the Idaho State Code and the Coeur d'Alene Planning Commission's charter. An argument that this was part of the 2040 planning document does not make it valid for growth. The planning document contains many inaccuracies around development and economics.

The density proposed for the 442 acres is city development, not a simple, small residential development. In addition, the proposal does not account for the new development to the North and the lack of roads, schools, and other needs for long-term growth and to ensure the quality of Coeur d'Alene remains intact.

The total potential development area is nearly half the size of the City of Coeur d'Alene proper, south of I-90, much of the same density, less green space (by almost 60%), fewer roads, less access to transportation, and less ability for local stores.



Roads

The annexation is requested before the Idaho Transportation Department (ITD) finishes its review for improved road systems in the area. ITD has decided a county-wide population and traffic model needs to be updated for the PEL study; it could be years before the NEPA is started and completed.

The developer's design also doesn't include the already over-saturated report for Seltice Way, which will gridlock the area due to the overbuilding by the river between Atlas Road and Riverstone Drive as shown in the SELTICE ADDITIONAL ANALYSIS – COEUR TERRE ADDENDUM conducted by CivTech.

The current estimate for Seltice Way would require 3-lane roads in both directions to accommodate the amount of traffic from the excessive development at the river, let alone another development of this magnitude at Huetter Road.

SELTICE ADDITIONAL ANALYSIS – COEUR TERRE ADDENDUM conducted by CivTech
However, even with this more moderate growth rate of 2% annually, the dual lane

roundabout is projected to start breaking down by 2045, with and without the Coeur Terre site traffic – negating the need to change to a traffic signal system along the corridor and prepare for three-lanes in the westbound direction of travel.

The proposed changes to Huetter Road from the Kootenai County Land Company, LLC will take most of the speeds on the road from 45 miles per hour to 20 miles per hour or less. Additional traffic jams can be expected at all major turn lanes at Prairie Avenue, Poleline Avenue, and Seltice Way.

City and Community Needs (Safety and Healthcare)

In nearly the same square miles of potential building area, the City of Coeur d'Alene has three (3) elementary schools (Winton, Fernan, Bryan), not just one (1). It also has several academy schools as well. Post Falls is becoming overcrowded after having just built a new school less than two years ago. The expected growth in the area will require more than just one elementary school and one middle school. It should also account for more parks and recreation areas. It would also require more large sports fields to support more school teams.

Currently, the area is serviced by Kootenai County Sheriff's Department, and their response time for the area is lengthy today. Adding another 4,000+ residents into that area will place strain on public safety as there would be new stress placed on Coeur d'Alene's police department.

Fire and rescue departments are not in the developer's designs which will be even more critical with the growth of the population. Additional service for the 442 acres and the misplanned development by the riverfront at Atlas Road continues to show development companies cannot be trusted to promote sustainable growth.

Emergency medical treatment and healthcare centers are not in the design either. However, the roads have already been found not to support timely responses in the case of an emergency.

Buyers Are Not Residents

It has become abundantly pervasive that buyers of these locations are not residents of the home. They are typically investors who then rent out the properties. Rental properties and micro-leases do not support residences and healthy communities. Throughout the United States of America, these impacts are being fought against due to the drastic adverse effects on the community and its people.

Northern Idaho is not unique in its problem with housing development requests nor in ignoring the learnings from other parts of the country where expansive growth has destroyed what was in place.

Landlords are removing low-income families' ability to gain home equity. The renters are also subjected to the landlords' rent increases which can happen every six (6) months.

Idaho Code

55-2006 (3) A landlord shall give written notice of such change to each affected home owner at least ninety (90) days prior to any amendment to the rental agreement. The landlord may not amend the rental agreement or rules more frequently than once in a six (6) month period.

Conclusion

The annexation must not be permitted as there is enough evidence that the development proposed does not support Idaho Code. It is also not a design that meets the needs of the community.

State Codes

50-222. It is the policy of the state of Idaho that cities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities. The proposed development is not reasonable, necessary, or orderly.

67-6502 (g)-The Plan creates an undue concentration of population and overcrowding of land.

The plans of the Kootenai County Land Company, LLC are dangerous and adversely impact Kootenai county in total. The project is not ready to be reviewed because of the lack of roads, schools, green space, community needs, and city planning.

It is no question that growth in Kootenai county will continue in the future. The question is the value of the growth as it has been completed today and what the impacts will be with development projects which have not yet been completed.

Sincerely,

Signatures on Next Page

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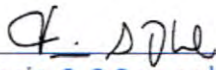
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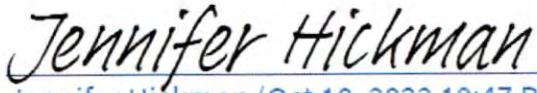
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[John K. McGuire \(Oct 9, 2022 15:08 PDT\)](#)

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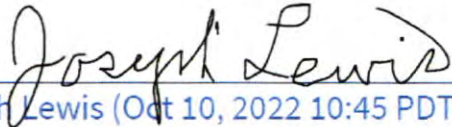
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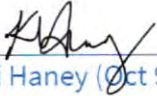
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Kristi Haney (Oct 9, 2022 14:45 PDT)

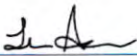
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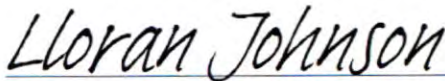
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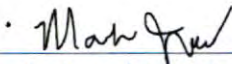
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The City of Coeur d' Alene
City Council and Planning Commission
710 E. Mullan Ave.
Coeur d' Alene, ID 83814
October 7, 2022

RE: Coeur Terre Land Annexation

Dear City Council and Planning Commission,

The Rathdrum Area Chamber of Commerce Board of Directors supports the Kootenai County Land Company's proposed annexation of the Coeur Terre property into the City of Coeur d'Alene. We support the future development of the property into a well-planned, mixed-use project consisting of a wide variety of housing types, commercial areas, school sites, and parks to be developed through phasing over 20-30 years. [Coeur Terre | Kootenai County Land Company \(kcolandcompany.com\)](http://kcolandcompany.com) The project will directly benefit the community by providing much needed housing, employment opportunities, parks, schools, and property and sales tax revenue for City services.

The property is in the City's Area of City Impact (ACI), and the City's Comprehensive Plan and nearby zoning support the project. In addition, the site is adjacent to existing the city limits connected to existing development, streets, and utilities and is a natural progression of outward growth of the city. More specifically the project will include a wide variety of housing types, from small to large lot single family homes, townhomes, apartments, senior housing, retail, office and medical space, parks, and school sites. As a mixed-use project, the development will reduce vehicle trips to the City Center for services and provide on-site employment opportunities and commercial property tax revenue for the associated city services. As members of the business community, we need housing for our employees, customers, and patients and recognize that the income from services and supplies from the development of the property will benefit our community as a whole.

In summary, we are respectfully requesting both the City of Coeur d Alene Planning Commission and City Council to approve the proposed annexation and zoning of the Coeur Terre Property based on the ACI, Comprehensive Plan, adjacent zoning, street, utilities, proposed housing types and needs, parks, school sites and the economic benefits to our City.

Respectfully,



[Chantel Koho \(Oct 7, 2022 11:27 PDT\)](#)

Board of Directors
Rathdrum Area Chamber of Commerce







Rathdrum Chamber Letter of Support

Final Audit Report

2022-10-07

| | |
|-----------------|--|
| Created: | 2022-10-07 |
| By: | Chantel Koho (Chantelk@stcu.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAOecbLnhDeXx6CqhsUQePCCmctvm1ngls |

"Rathdrum Chamber Letter of Support" History

-  Document created by Chantel Koho (Chantelk@stcu.org)
2022-10-07 - 6:22:08 PM GMT
-  Document emailed to chantelkoho@outlook.com for signature
2022-10-07 - 6:22:27 PM GMT
-  Email viewed by chantelkoho@outlook.com
2022-10-07 - 6:22:35 PM GMT
-  Signer chantelkoho@outlook.com entered name at signing as Chantel Koho
2022-10-07 - 6:27:17 PM GMT
-  Document e-signed by Chantel Koho (chantelkoho@outlook.com)
Signature Date: 2022-10-07 - 6:27:19 PM GMT - Time Source: server
-  Agreement completed.
2022-10-07 - 6:27:19 PM GMT

To: Coeur d'Alene Planning Commission, shana@cdaid.org

From: Robert and Yvonne Hallock
3704 Buckskin RD
Coeur d'Alene, ID 83815

Topic: Planned development, Coeur Terre

We have lived in our current house in Indian Meadow for over 25 years. Our neighborhood is tranquil with large lots, nice neighbors, trees, no sidewalks, and deteriorating roads.

Our biggest concern with the Coeur Terre proposal is funneling traffic through our subdivision streets. Like a lot of our neighbors we make use of these street not only for driving on but exercising and maintaining our quality of life. It is not uncommon to find neighbors walking their dogs, riding bikes (or trikes), a baby stroller being pushed down the street and groups of friends walking down the streets enjoying the outdoors. Increasing traffic levels in our subdivision would place pedestrians at risk.

The proposed development (from what plans we saw) will push a lot of vehicles into our subdivision streets. We are not sure how some of the neighbors are going to back out of their driveways without being hit with this increase. What about the rights of the existing citizens to maintain our quality of life and safety?

Walking around our subdivision we are amazed at how many of the streets have cracks in the asphalt and most with weeds growing in the cracks. Many of the asphalt patches of the past are cracking also. Adding thousands of vehicles—cars, trucks, school busses, and others—will cause the streets to have bigger cracks and potholes. During heavy rains and melting snow, large puddled form in places. Does the City have plans and funding to replace all of the streets in Indian Meadows and make changes to drainage for increased vehicle activity?

Speaking of traffic, how will the intersections onto Atlas Road be addressed? The increased traffic from the north presently has impacted our ability to access Atlas Rd. at peak times. We can't even imagine how we will get onto Atlas to make a doctor's appointment (let alone our street) with the additional traffic proposed.

Why is the City so willing to allow high density housing next to our one acre lots?

By even considering the option of a high density subdivision next to ours, the City is telling us that our established subdivisions does not matter. No one is even considering what will happen to our established neighborhoods.

Thank you for considering our concerns,

Robert and Yvonne Hallock,

STUHMILLER, SHANA

From: Bill Robb <robbhouse@roadrunner.com>
Sent: Friday, October 07, 2022 8:56 AM
To: STUHMILLER, SHANA
Subject: ITEM #A422-COEUR TERRE, Public Hearing 10/11/2022

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

To the Coeur d'Alene Planning Commission:

We reside at 3704 North Tamarack Road in Indian Meadows. We **OPPOSE** the zoning/density for Coeur Terre.

The density/zoning is too high compared to the surrounding neighborhoods.

The "compact neighborhood" designation of roughly the southern third section of Coeur Terre is **NOT** in keeping with the density of Indian Meadows which is mostly one home per acre. It will negatively change our neighborhood due to heavily increased traffic and noise, especially with a new school near the southern border of Coeur Terre.

The Coeur Terre subdivision zoning/density should reflect the existing area.

The infrastructure in the area is **NOT** equipped to handle the high density being requested. There are many examples of this exact scenario throughout the area, and is a common complaint from current residents.

Thank you,
Bill and Laurie Robb

CDA Planning Commission

Annexation A-4-22

Written Comments Oct 11, 2022

My name is Ron McGhie, and I live at 7253 W. Big Sky Drive, in Kootenai County, on the west side of Huetter Road. I would like to thank the Planning Commission for their time to address my concerns.

After reading the Comp Plan, it appears to be a good plan for a downtown urban city but is very lacking in the ACI area covering the city's transition from single family neighborhood to adjoining rural areas.

I am not against reasonable annexations or the current developer, who has built some very nice developments at CDA Place, the Trails, and Foxtail and is currently building at Parkllyn and the Enclave locations of CDA.

I am, however, adamantly against the current annexation as proposed, because it does not conform with State Codes to protect the adjacent property owners' rights or conform with existing and surrounding property improvements or meet the needs of the community.

State Codes:

50-222. It is the policy of the state of Idaho that cities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities. The proposed development is not reasonable, necessary, or orderly.

67-6502 (g)-The Plan creates an undue concentration of population and overcrowding of land.

67-6505. Joint Planning (see on page 3).

67-6508- The plan does not consider previous and existing conditions, trends, and the compatibility of land uses.

- (a) The plan adversely impacts property values and the surrounding neighborhoods. The traffic and neighborhood character will be adversely changed by zoning and land uses that do not conform with the existing adjacent lands.

It is unconscionable that any annexation on either side of Huetter Road is being considered before the ITD Study of the Huetter Bypass is complete.

Neighborhood

The lands along both sides of Huetter Road have been agricultural and rural 5 acre minimum parcels since zoning was established in 1973. I fully understand why the agricultural land is being sold and the buyers' motivations to develop. However, the proposed annexation and development should be reasonable within the ACI area and with the surrounding community.

Currently, there are no structures over 2 stories or commercial and retail buildings adjacent to the proposed annexation. All the existing housing to the north is zoned R-8 or less. The adjacent housing on the east and south side are M, R-1 & R-3. All existing housing west of Huetter Road is rural with 5 acres minimum.

The Place Types of *Mixed Use*, *Compact*, and *Urban Neighborhood* are located primarily in older neighborhoods that require R-17 or C-17 zoning. *Mixed Use* can be 4 to 6 stories or higher. R-17 is medium/high density and not suitable for lower density residential. C-17 should be located adjacent to arterials and variances may be granted to partially waive off street parking. The off street should be doubled, not waived! The proposed commercial development will attract more traffic and will require more parking because of the thousands of existing residents outside of this development that won't be walking to the stores.

The Application also states the Coeur Terre neighborhood will *connect nicely with the existing adjacent neighborhoods*; however, you can see on page 7 that the proposed zoning C 17(red) and R 17(Coral) does not currently conform at all. These Comp Plan visions might fit elsewhere but not here.

Unlike the Comp Plan Map, which is generally a vision for future development, the Zoning Map is more about what is allowed today as it identifies uses "*permitted by right*" and clear and objective standards that regulate parcel-level development type and height. Last month, I heard the city attorney at the planning meeting tell the board that an annexation request can be turn down for cause. The right to annex is therefore not a permitted right.

The proposed commercial business location on the prolongation of Hanley Road will attract over 6,000 cars from the 3350 existing housing units south of Prairie and between Huetter and Altas. These cars will be passing through and in front of the proposed middle school to get food and other items from the proposed 240,000 sq ft of commercial area. While the schools might request the commercial business be farther away, this is not far enough!

The proposed 203 acres of R-17 or C-17 along with the 234 acres of R-8 equates to a possible 5075 residential units. This is over double the developers estimate of 5 units per acre. All the adjacent residential property is zoned R1 or R-3 except the R-8 in the Trails development north of Hanley. A zone of R-5 would blend in better.

It's more concerning that the whole 1,050 acres is not being considered in the current design. The total project is so large, that with R-8 zoning it could create 8,400 housing units. This equates to 21,000 people and 16,800 cars. The R-17 zoning could jump it to 17,850 units, 44,625 people and over 35,000 cars. It would be very irresponsible to *not* address all the communities' needs and traffic problems on both side of Huetter Road. What is designed on one side will affect the other side and could increase the amount of traffic on Huetter Rd.

Last week I met with ITD as a member of the No Huetter Bypass Group. They told us that they have decided the county wide population and traffic model needs to be updated for the PEL study and it could be years before the NEPA is started and/or completed. To approve or design a project of any magnitude on either side of Huetter Road at this time would be very premature and a waste of your time and all taxpayers' money.

All 1,050 acres are currently in the County while 42% is in the CDA ACI and the other 58% is in the Post Falls ACI. *The entire community in both ACI's will be affected by what both cities do.*

I respectfully request that the county and both cities consider using **Joint Planning per Idaho State Code 67-6505**. This code empowers the county commissioner and councils of two or more adjoining cities to cooperate in the establishment of a joint commission to exercise the power and duties.

Commercial business should be along larger arterials like Prairie Ave, Seltice Way, or on the north side of Hwy 90. The Developer also owns the land south of Mullan Ave and west of Huetter Road on the north side of I 90 (see LREV 21,22,23,24,25 and LREH iv) The ITD wants to move their existing rest area closer to Stateline. The existing rest area's west bound on and off ramps are adjacent to the developer's land west of Huetter. This might be a good arterial to a commercial area and should be considered.

The Developer also has a 53 acres triangular lot in the Trail subdivision adjacent to the north side of the proposed annexation. In 2018 a well was drilled on the property with very little consideration of existing trees along the east side of Huetter Road. If the well had been located 100ft southeast, it would have saved over a dozen trees. See attached. There is a proposed park planned on the easterly 8 acres, but what is planned to be built in the remaining 40 acres needs to be addressed.

You also need to address the dramatic increase in traffic that will result whether you submit the existing 440 acre annexation or the whole 1,050 acre annexation to the council.

I believe ITD knows that timing of traffic signals and just adding more lanes is not the answer to the problems on Hwy 41 & 95. To put commercial business along Huetter Road will make it into another slow-moving road that will require more signals and attract more traffic.

What is needed is a fast-moving highway, one without any signal from Pleasant-View at Hwy 53 running northeasterly to Hwy 95 near Hwy 53. This will back up both I-90 and Hwy 53 while reducing the traffic on Hwy 41, Huetter Road, and Hwy 95.

Hopefully, ITD will not put an I-90 off ramp at Huetter Road. This is the last rural scenic road running thru what is left of the Rathdrum Prairie. I urge the county and cities to protect this road and the prairie from commercial development and require green areas, trees, and a bike path along the R/W.

I respectfully request you consider the following:

ER 3 2 Protect and improve the urban forest while maintaining defensible spaces. Preserve and expand the number of street trees within city rights of way.

GD 1.5 Recognize neighborhood and district identities.

GD 4 Protect the visual and historic qualities of CDA (Huetter scenic rural corridor and Rathdrum Prairie)

2007-2027 Comp Plan Goal #1 Natural Environment states, "Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d' Alene"

Objective 1.07 Urban Forests- Restrict tree removal in city rights of way and increase tree planting in additional rights-of-way

Last but not Least

Objective 1.12 Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.

Finding #B11-That the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and existing land uses.

Thank again for your time and consideration.

Ron & Bonnie McGhie
Big Sky Estates

Peck & Peck

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(208) 773-6559 · Fax (208) 773-3431

To whom it may concern,

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THOMAS PECK

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A large, stylized handwritten signature in blue ink, written over the text of the letter. The signature is cursive and appears to be a name with a long, sweeping underline.

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Rick Daugherty

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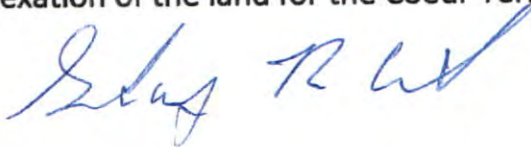
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A handwritten signature in blue ink, appearing to read "John Peck", located below the main body of text.

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Kenneth O'Dea

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A handwritten signature in blue ink, appearing to read "Victor Peck", with a long horizontal line extending to the right.

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Travis Jeyer

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*More affordable houses are made through more houses,
simple laws of supply and demand. people are coming where
do they live? They are coming where ever the con.*

*Jason Meyer
4th generation Idahoan*

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Josh Wiltsie

A large, stylized handwritten signature in black ink, appearing to read 'Josh Wiltsie', written over a horizontal line.

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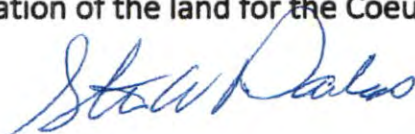
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To whom it may concern,

My name is John Rudebaugh, I am the lead project manager for Peck and Peck Excavating, I am a long-time resident of Post Falls and am raising three children in the area. I have been working in the excavation business for the better part of 20 years.

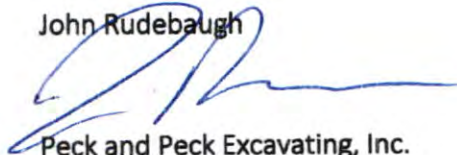
I work very closely with Lakeside companies and have always been impressed by their desire to produce high quality projects that have the best interest of the community in mind. They believe in growth that betters the lives of those in our community who need it the most. They strive to build strong local relationships by utilizing companies that have been operating in our community for many years.

The Coeur Terre project not only benefits the community by offering more affordable housing, more parks for our growing community as well as the option for more schools, which are desperately needed, it also provides companies like ours many years of work. Our company employs between 60 and 70 people at any given time and projects like these keep us busy and growing, it gives us the opportunity to offer better pay, better benefits and more consistent hours to the hard-working people we employ. Not only does it help keep our business growing it allows us to create business for other local companies that we utilize in completing our parts of projects like this, such as concrete companies, small trucking companies, construction supply companies, and many more.

A project like this is a win for the community no matter how you look at it, more jobs, more housing, more schools, more parks. All things that an area that is growing like ours desperately needs.

Thank you for taking the time to read my letter in support of the annexation for Coeur Terre. Please feel free to reach out to me with any questions.

John Rudebaugh



Peck and Peck Excavating, Inc.

John@peckexcavating.com

STUHMILLER, SHANA

From: Bill Todd <billmtodd@outlook.com>
Sent: Tuesday, October 11, 2022 9:32 AM
To: STUHMILLER, SHANA
Subject: Kootenai County Land Company Annexation

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

Hello Shana,

I will not be able to make the meeting but here is my input.

The only way out of the proposed development will be to exit onto Atlas or Huetter. Atlas is already very busy and more traffic will only make it worse. The same company is looking at developing the West side of Huetter which will make that road even busier.

What will the entry points be to get into the development? There are well-established neighborhoods that will be affected.

The city services are already stretched thin, so what is the plan there?

I am opposed to annexation. As always big money will win out unless the planning department takes a stand.

Thank you for your time.

Bill and Darci Todd
4302 W Appaloosa Road
Coeur d Alene ID 83815

Public Comments

Council Meeting 2-7-23

From: Ronald Orcutt
To: [PlanningDiv; indianmeadowsgroup@gmail.com](mailto:indianmeadowsgroup@gmail.com); orcuttore@gmail.com
Subject: ,Coeur Terre Development
Date: Saturday, December 03, 2022 7:24:13 PM

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

Hi Sean .

This is Ron Orcutt,. 3407 Broken Arrow Road Coeur d'Alene.83815

I have been living in Indian Meadow for 47 years. I would like the area to stay just like it is,and not be ruined by the dense development being planned in Coeur Terre. There will be lots of issues, such as traffic through Indian Meadows and many others.

I would like you to consider having zoning of R1 in the development.

We enjoy the wildlife in the area, and if the development continues as is, it will destroy the wildlife habitat of many of our animal friends. The area is right in the fly zone of the Canadian Geese each year while heading South for the winter. I am attaching 2 photos of the geese feeding and resting in the South end of the planned development.

The photos were taken on November 23. 2022 from the end of the Arrowhead Road where it meets the planned development.. This is not a one time occurrence. It has been happening every year since I moved here.

Hopefully with less density the geese will still stop here.

Thanks for your consideration.

Ron Orcutt





LIKELY RED ZONE TRAFFIC

HANLEY

→ Lake City High, LPS Chun Sky Way Elementary

with 11-15 thousand people on and off ATLAS ROAD DAILY

NORTH ACCESS discouraged by stop LIGHTS

Industrial

Spectrum Idaho F&G Day Holy Family Sc W. KATHLEEN

If (as someone on the planning commission indicated) there's a red light at Arrowhead & Atlas, look for Coeur d'Alene traffic to avoid it and hustle west on Appaloosa to W. Woodside & to Buckskin & Maccasin. Red light Nes Perce then it happens beyond it south.

No Turn "on ATLAS?"

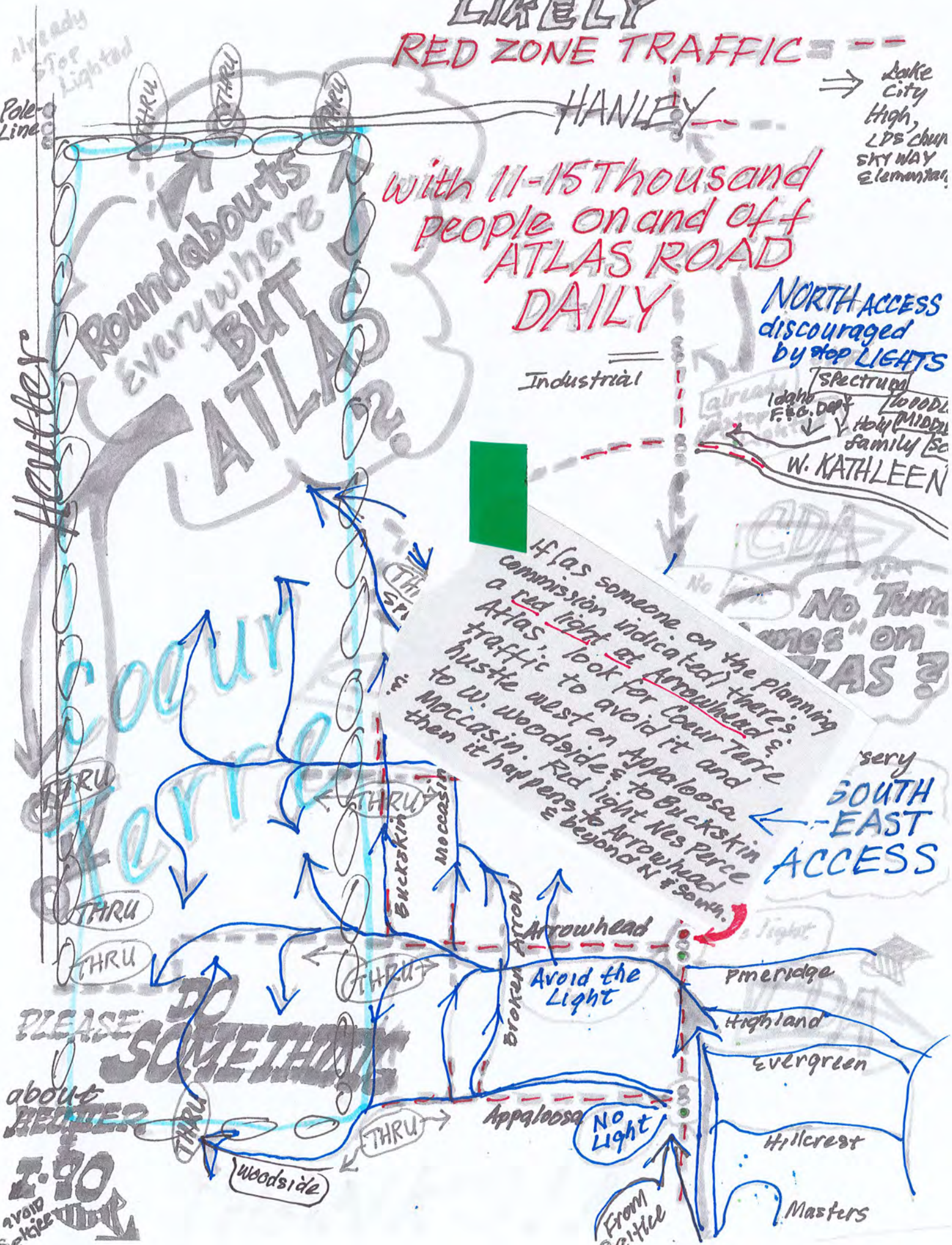
very SOUTH EAST ACCESS

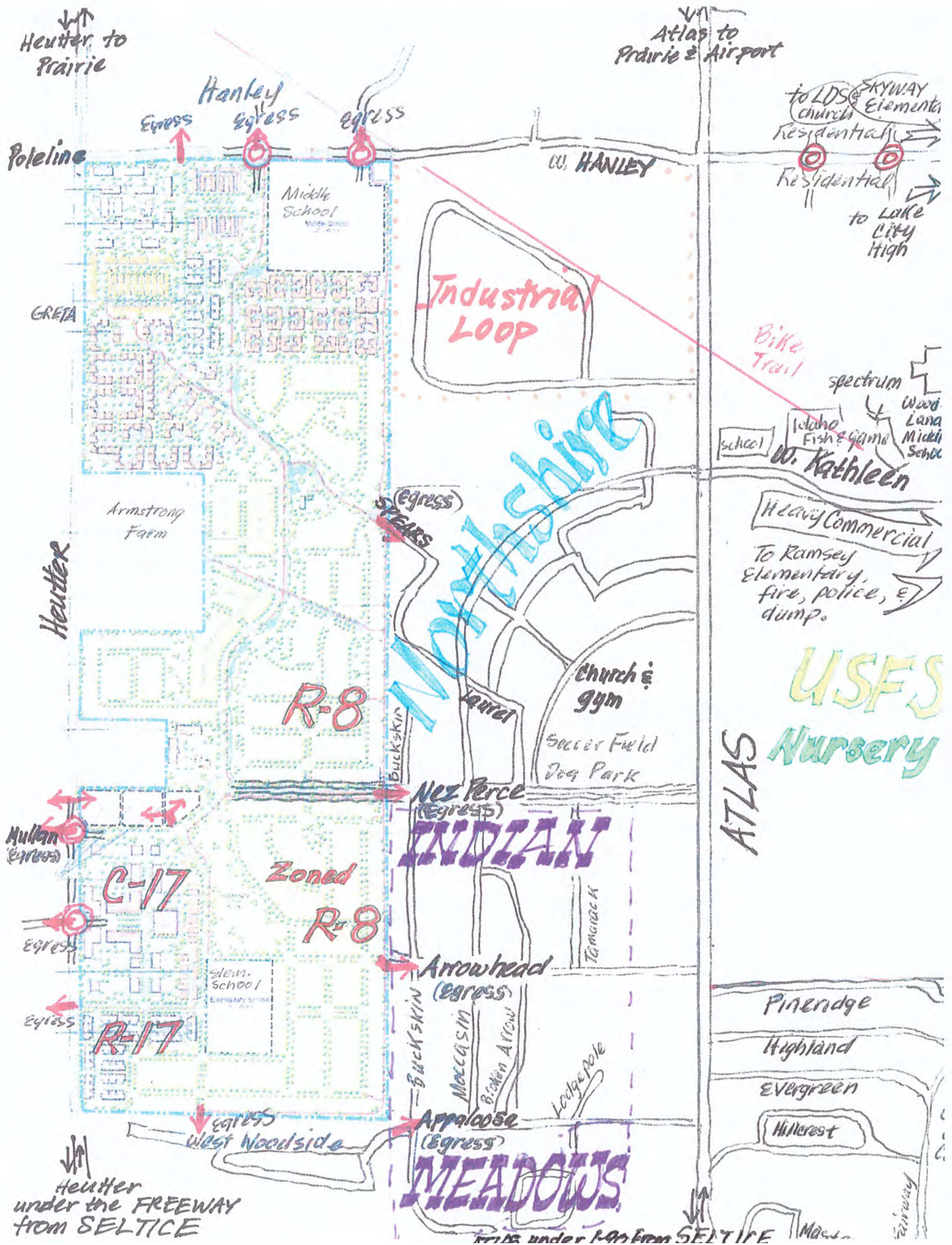
already stop lighted Pole Line

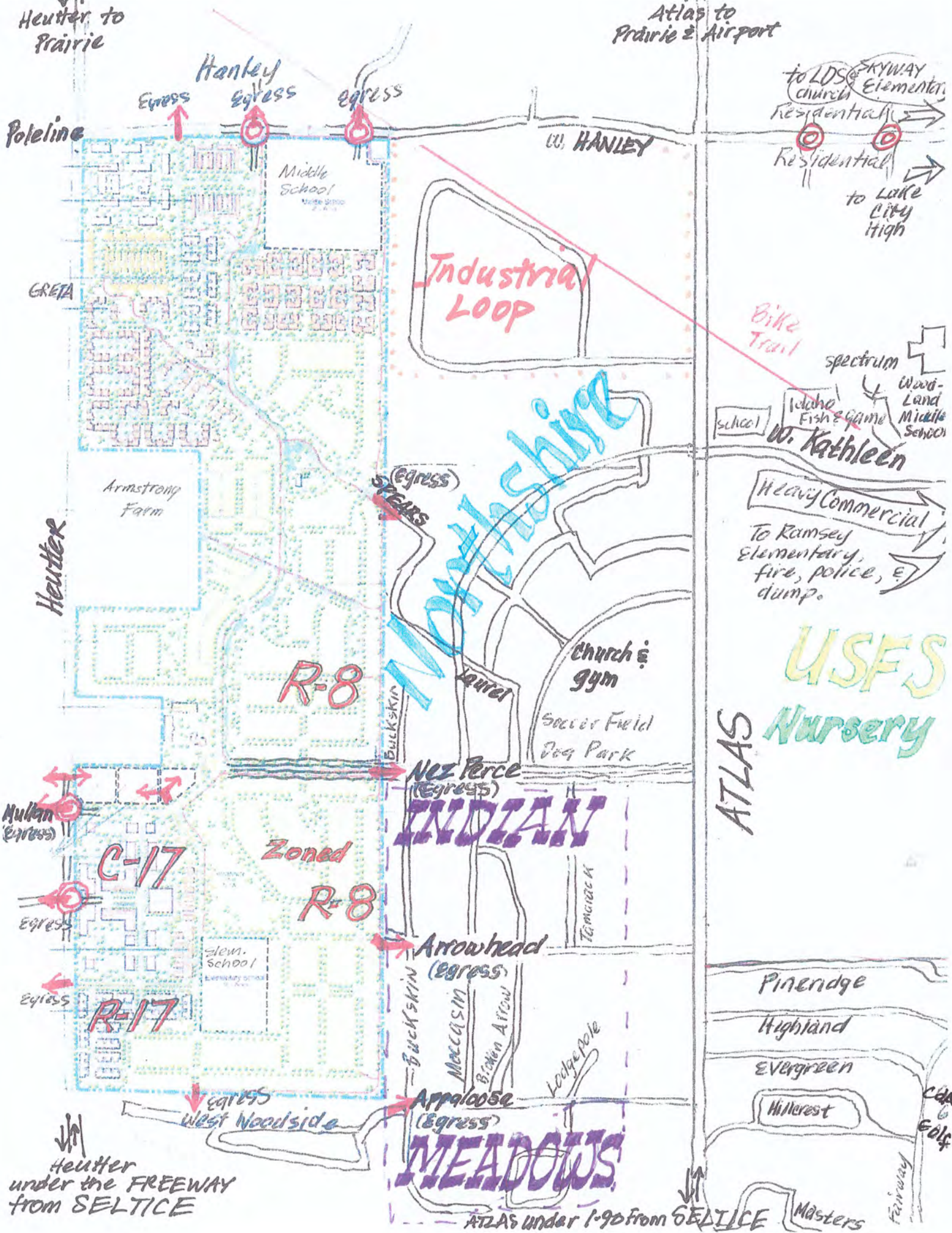
Hunter

Roundabouts everywhere BUT ATLAS

PLEASE DO SOMETHING about HUNTER? 7:30 avoid entrance







Heutter to Prairie

Atlas to Prairie & Airport

Poleline

Hanley Egress

Egress

egress

W. HANLEY

to LDS church

Residential

to Lake City High

GRETA

Middle School

Industrial Loop

Bike Trail

spectrum

Wood-Land Middle School

school

W. Kathleen

Armstrong Farm

(Egress) SPEARS

Heavy Commercial

To Ramsey Elementary, fire, police, E dump.

Heutter

R-8

Northside

church & gym

Soccer Field
Dog Park

USFS Nursery

ATLAS

Mullan (Egress)

Nez Perce (Egress)

INDIAN

Zoned R-8

C-17

Egress

Egress

R-17

elem. school

Arrowhead (Egress)

MEADOWS

Heutter under the FREEWAY from SELTICE

Appaloosa (Egress)

ATLAS under I-90 from SELTICE

Pinetridge

Highland

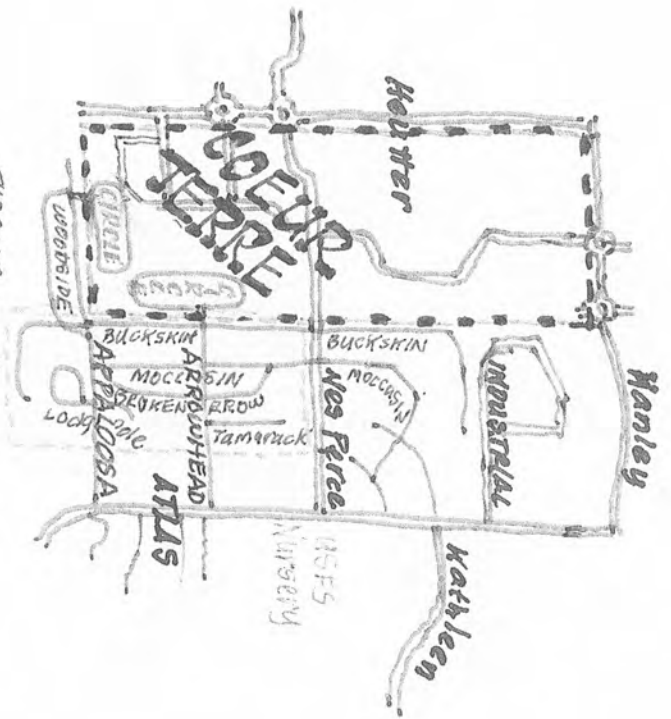
Evergreen

Hillcrest

Masters

Fairway

CCA Golf



CIRCLES WITH
 72 and 84 houses zoned R-B
 (156 total); there
 are 160 homes in
 INDIAN MEADOWS

12/20/22 Public
comment

MY NAME IS STEVE RETANO AND I LIVE AT 3503
MOCCASIN RD IN INDIAN MEADOWS.

I CHOSE TO LIVE HERE OVER TWENTY YEARS AGO
BECAUSE IT WAS ONE OF THE ONLY PLACES RIGHT
OUTSIDE OF TOWN WHERE YOU COULD HAVE A PIECE
OF PROPERTY THAT WAS ZONED FOR HORSES, GOATS,
CHICKENS AND OTHER ANIMALS.

IT IS A QUIET NEIGHBORHOOD WHERE PEOPLE WALK,
KIDS RIDE THEIR BIKES AND OWNERS RIDE THEIR
HORSES. ALL THIS WILL CHANGE IF ARROWHEAD, NEZ
PERCE AND APPALOOSA ARE OPENED UP TO HUETTER.
IT WILL BECOME A RACETRACK WITH AN ACCIDENT
WAITING TO HAPPEN.

I AM CONCERNED THAT THERE WILL BE ZONING
CHANGES. I BELIEVE OUR NEIGHBORHOOD SHOULD BE
LEFT AS IT IS WITH NO CUT THROUGHS TO THE NEW
DEVELOPMENT. ATLAS IS ALREADY A MESS AND OUR
STREETS ARE NOT TAKEN CARE OF. WE DO NOT NEED
CONSTRUCTION CREWS USING OUR NEIGHBORHOOD
STREETS.

WE ALSO DON'T NEED SO MANY HOMES AND
APARTMENT BUILDINGS CLUSTERED IN THE SAME
AREA. DON'T WE HAVE ENOUGH? WHY DON'T WE BUILD
SOME PLACES FOR ALL THESE PEOPLE TO WORK?

NO MORE Building PERMIT should ~~be~~ issued.

THANK-YOU FOR LISTENING

12/20/22

Re: Coeur Terre Project

I understand that this new development will become our new neighbors, however I do have issue with how this will impact my existing neighborhood.

We went through months of work done on Seltice and in the end we still have only a two-lane road in each direction with two roundabouts added. Now we are getting between 380 and 680 new homes / apartments on Seltice which will add between 740 and 1480 minimum cars onto Seltice. The average household having two vehicles. Atlas is only one way in each direction and has high traffic now. Many of those new cars from Seltice will be filtering onto Atlas. There appears to be no way to widen Atlas.

Opening up Appaloosa, Arrowhead, Nes Perce, Woodside and Spiers would be an unnecessary burden on our entire neighborhood. Our neighborhood was not built for that type of traffic and if a light is added to Atlas vehicles will start flying down our side streets to bypass the light.

Having lived in a denser housing area moving to Indian Meadows was a dream come true. We do not want sidewalks to maintain and excessive traffic. We also do not want our zoning to be affected. Our children and grandchildren want the ability to play safely in front of our homes and ride their bikes and our older neighbors, of which I am one, want to safely walk our dogs down our roads. This will impact so many aspects of our lives and not in a good way. We also don't need the heavy equipment of the builders coming through out neighborhood either, tearing up our streets and causing massive congestion for months.

If Coeur Terre is going to contain a school that will add additional congestion of more buses and parents racing down our streets to pick up and drop off their children twice a day.

With the building of Coeur Terre, which will be even much larger than the Seltice project, the traffic from this new "high density" development should all be routed onto Huetter Rd. There is the ability to widen Huetter to accommodate these vehicles and Hanley is already available as a cut through to Ramsey and 95 as a 4-lane road. Huetter already connects to Seltice, Hanley, and Prairie for access to downtown and Hwy 95 business.

Thank you for your time and I hope you appreciate and understand our concerns.

Vivian Conway, Jeri King and Tamara Conway-King

3504 Moccasin Rd
CDA ID 83815

Public Comment Dec 20, 2022

Thank you for your time and consideration, my name is Ronald McGhie, I live at 7253 W Big Sky Drive, in Big Sky Estates. I would like to share my concerns on the Coeur Terre Project and provide you with a location map that shows the location of a recommended collector that should be address before this project is approved

I am writing because of my concerns and those of many of my neighbors on both sides of Huetter Road.

1. My property rights and values and many others are not being protected as required by 67-6508a.
2. The current Comprehensive Plan Map shows land use types and zoning that are not appropriate or compatible in this low density residential and Rural area.
3. The application states that it's in compliance with the old and new comprehensive plan and it connects nicely with the surrounding neighborhood. I do not believe this is true!
4. **2007-2027 Comprehensive Plan, shows more concerns for existing neighborhoods that are not addressed in the current plan.**

The current Comprehensive Plan Map shows future land use types as Urban Neighborhood, Compact Neighborhoods, and Mixed-Use Low. This allows for larger urban land use types; *Unfortunately, apart from the Single-Family Neighborhood, the conceptual design information, proposed zoning density, building heights, and the location of the proposed streets do not currently conform to the existing adjacent neighborhoods.* It's obviously that there is a conflict between the existing neighbors' concerns about their property rights, population density, number of units, the increase in traffic, and location of ingress and egress and what the Planning Department approved that violates state and federal codes.

The applicant is currently asking for concessions that should be denied because of the following.

1. They are requesting more Permitted Zoning Rights than needed. Right to 3 times the density that the applicant states he is going to build and 4 times the density of the existing residential neighborhoods.
2. They are using land use types and zoning that does not conform with surrounding residential neighborhoods which will adversely impact their property values and rights.
3. They are asking for the annexation and zoning approval before the traffic and location of arterial, collector streets and method of ingress/egress for the entire ACI have been designed or approved. To put this off until the PUD stage is not reasonable, necessary, or orderly per ID 50-222.

4. Their requested zoning creates an undue concentration of population and overcrowding of land per ID 67-6502. (Zoning and density should be reduced.)

Thank you for your valuable time and consideration

Ronald C McGhie

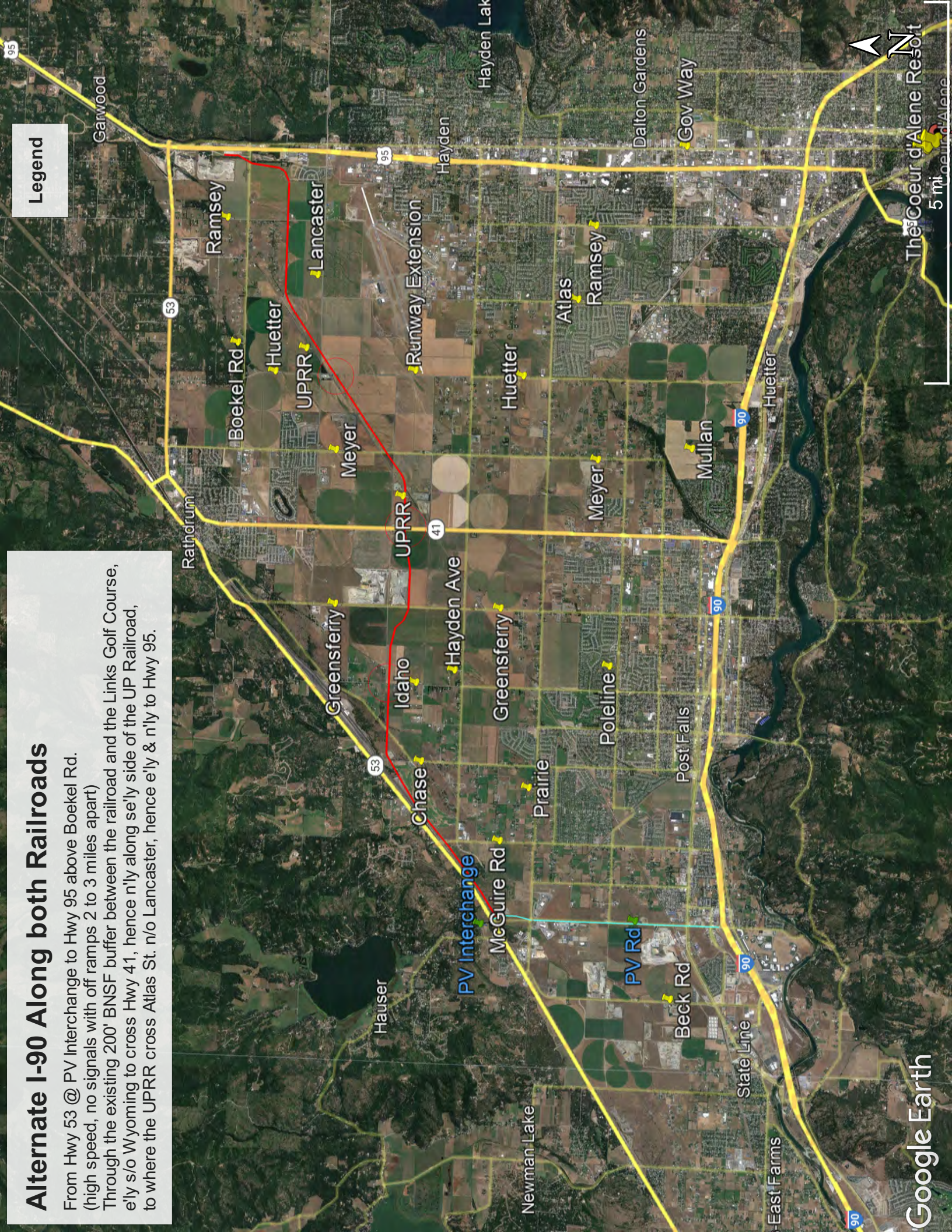
970-759-9697

mcghie1945@gmail.com

Alternate I-90 Along both Railroads

From Hwy 53 @ PV Interchange to Hwy 95 above Boekel Rd. (high speed, no signals with off ramps 2 to 3 miles apart) Through the existing 200' BNSF buffer between the railroad and the Links Golf Course, and the Links Golf Course, e'y s/o Wyoming to cross Hwy 41, hence n'y along se'y side of the UP Railroad, to where the UPRR cross Atlas St. n/o Lancaster, hence e'y & n'y to Hwy 95.

Legend



November 2, 2022

Mayor and City Council Members
City Manager
City of Coeur D'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814-3958

RE: Negative Impact: Coeur Terre Development

Dear Mayor, City Council Members, and City Manager,

We are a unified group of property owners living in the neighborhoods immediately adjacent to the proposed development/annexation area. While we understand that new development is important for our community, we are concerned as to the negative impact expected in our neighborhoods.

As our elected representatives, and our only advocates with respect to a project such as Coeur Terre, we implore you to consider our concerns and mitigate the anticipated negative impacts to our neighborhoods. We understand that the Development Agreement language will soon be coming to you for comment and/or approval. We trust our concerns will be taken into consideration and made a part of that Development Agreement as the planning, design and development progresses.

We expect negative impacts (cut-through traffic, etc.). However, the developer's plan to allow direct access into this development via local Arrowhead, Appaloosa, and Woodside Roads will certainly exacerbate the negative traffic impact in our R1 and R3 neighborhoods. Outside of our peaceful neighborhoods, the developer shows 10 other points of ingress/egress, all onto collector streets. It seems too high of a cost to sacrifice the safety and security of our neighborhood to gain 2 more local points of access into Coeur Terre.

We need your help in keeping our Heritage Neighborhood peaceful, safe, and clean. Please honor your stated Objectives in the recently-adopted Comprehensive Plan. For example,

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

OBJECTIVE GD 1.5
Recognize neighborhood and district identities.

The city is failing US in this regard.

We are committed to protecting our neighborhoods and to being involved in this project to ensure our concerns are addressed.



Please let us know what we can do to support our City Council in keeping ALL of Coeur D'Alene a community that continues to be a desirable place for families.

Sincerely,



Indian Meadows Neighborhood Group
(see list of signatures attached)

Neighborhood Signatures opposing Indian Meadows / Woodside (Appaloosa and Arrowhead) entrances to Coeur Terre

| Full Name | Signature | Address | Email | Cell Phone # |
|----------------|---|--|-------------------------|--------------|
| Anna M. Wilson |  | 3808 Moccasin Rd. Coeur d'Alene, ID | juawilson1995@gmail.com | 208-660-5645 |
| James Wilson |  | 3808 Moccasin Rd. Coeur d'Alene, ID | juawilson1995@gmail.com | 208-660-5645 |

From: Brett H
To: [MCLEOD, RENATA](#); [STUHMILLER, SHANA](#)
Subject: CDA City Council meeting 2/7/23
Date: Monday, January 30, 2023 12:26:23 PM

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

Please provide this letter to the City Council regarding public input for the annexation of the Coeur Terre development on Huetter Road.

From:
Brett Haney
7097 W Big Sky Dr
Post Falls, ID 83854

To:
Coeur d'Alene City Council

Thank you for taking the time to hear and read the public input regarding the Coeur Terre development and the request for annexation. Clearly, this project is far down the planning process, but there are many unaddressed concerns that could greatly affect the quality of life for hundreds of current residents. I have read all of the available documents regarding this project and I am in strong opposition to the annexation arrangement as it is being proposed.

This development would create an undue concentration of population, overcrowding of land and potentially unsafe neighborhoods. The developers are being given too much leeway over what, when, and where they are going to build, allowing for the possibility of disorderly development. It appears to be a situation of "If you build it, they will come".

I respectfully suggest that the council and planning commission need more time and information to require this project be more reasonable, orderly, and safer (traffic, density, etc) before approving. This "city in a city" does not fit our community and would not be supported by a majority of our citizens. Please keep in mind the hundreds of current residents and taxpayers who will have to pay the price in changes to their lifestyle for this project. I can appreciate that Kootenai County will continue to grow, but a full assessment of current housing needs should be done, taking into account all of the projects already being built. As a fifth generation Idahoan, I know people come here for the beauty, space, safety and lack of serious traffic problems. This project will jeopardize all of these good things about our community.

Sincerely,

Brett Haney
Cell: 208-818-1314

Coeur Terra

Coeur Terra development will come before the Coeur d Alene City Council on February 7th. Under discussion will be access to this new development between Atlas and Huetter Roads. Plans call for access through the present day Indian Meadows subdivision by using Appaloosa, Arrowhead and Nez Perce Roads. With the new elementary school at the end of Arrowhead road which will become a freeway when parents deliver and pick up their children daily from school.

My concern is the increased traffic directly through the middle of the Indian Meadows neighborhood to accommodate all the new homes, access to the elementary school and a proposed park. Not to mention all the construction traffic. Atlas Road will turn into a new Highway 95. There are already 3 stop lights between the Seltice roundabout and Hanley.

Our neighborhood was built in county in the "70's, annexed into Coeur d Alene for increased tax base in the 80's. All homes sit on acer lots, many with shops and is the only neighborhood in the city where residents can have livestock. Its tree lined streets do not have sidewalks or curbing (which was agreed upon when annexed into the city) are utilized by residents for daily walks, dog walks, riding horses, bikes and skateboards. All this will disappear if this subdivision proceeds as planned.

Please consider making access off of Huetter Road. Moving the elementary school up one block to be accessed either from Nez Perce (Which has a divider in it already) or thru the Industrial Park which already has a light on Atlas. Nez Pearce also connects to Mullen Road in Post Falls where the additional housing subdivisions are proposed.

I sold my previous home and moved to Indian Meadows 20 years ago because of increased traffic to the point that I could not carry on a conservation on my deck. There are other options for access to CoeurTerra. Please leave our neighborhood intact as one of the more desirable neighborhoods in Coeur d Alene. We need to be kind to our neighbors. Thank you.

Nancy Barr , Arrowhead Rd, Coeur d Alene

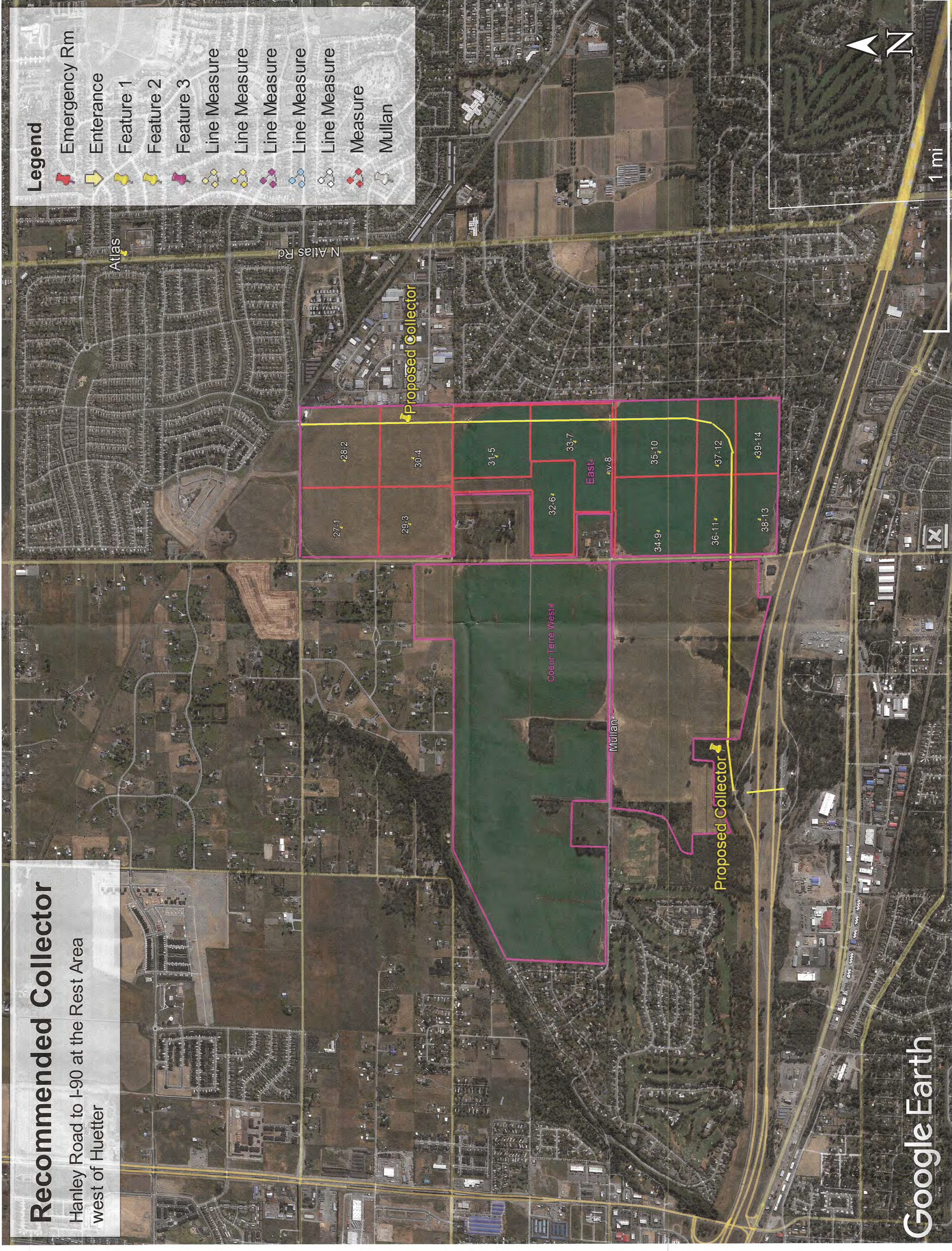
12-20-22 Public Comment

Recommended Collector

Hanley Road to I-90 at the Rest Area
west of Huettner

Legend

- Emergency Rm
- Entrance
- Feature 1
- Feature 2
- Feature 3
- Line Measure
- Line Measure
- Line Measure
- Line Measure
- Line Measure
- Measure
- Mullan



From: Vikki Conway
Subject: Coeur Terre Project
Date: Monday, December 26, 2022 10:07:54 AM

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

I understand that this new development will become our new neighbors, however I do have issues with how this will impact our existing neighborhood of which I have lived here in Indian Meadows for just shy of 11 years. Why is it that something this big that will affect our entire neighborhood is just now coming to light by word of mouth to many of us. I understand some neighbors heard of this in October but many have been kept in the dark. Something should have been mailed out to our entire area to appraise us of this major change to our lives.

We went through months of work done on Seltice and in the end we still have only a two-lane road in each direction with two roundabouts added. Now we are getting between 380 and 680 new homes / apartments on Seltice which will add between 740 and 1480 minimum cars onto Seltice. The average household has two vehicles. Atlas is only one lane in each direction and has high traffic now. Many of those new cars from Seltice will be filtering onto Atlas. There appears to be no way to widen Atlas. We have been hearing rumors for a few years of an off ramp from Hwy 90 at Huetter that would relieve some of the burden on Atlas. Is this still in the works?

Opening up Appaloosa, Arrowhead, Nez Perce, Woodside and Spiers would be an unnecessary burden on our entire neighborhood. Our neighborhood was not built for that type of traffic and if a light is added to Atlas vehicles will start flying down our side streets to bypass the light. Nez Perce is wide enough to have lanes added and handle heavier traffic but Arrowhead and Appaloosa are not. How will those properties be affected?

Having lived in a high-density housing area before, moving to Indian Meadows was a dream come true, we found a home in a Low-Density development. We do not want sidewalks to maintain or excessive traffic. We also do not want our zoning to be affected. Our children and grandchildren want the ability to play safely in front of our homes and ride their bikes and our older neighbors, of which I am one, want to safely walk our dogs down our roads and stop and talk to neighbors. We are also a horse friendly neighborhood and the additional traffic will put all of this in danger. Also, all mailboxes are on one side of the street on streets going north and south, ie Moccasin, Buckskin, etc. so this will also become hazardous. This will impact so many aspects of our lives and not in a good way. We don't need nor want the heavy equipment of the builders coming through our neighborhood either, tearing up our streets and causing massive congestion for months. Making a High-Density development have access through our Low-Density development will adversely affect our development and we will lose much of what was planned for our neighborhood and what makes it so appealing. Additionally, how will all of this affect our property values? Will it drive our values down? We are now a sought-after area to live in, but for how long?

If Coeur Terre is going to contain a school that will add even more congestion with more buses and parents racing down our streets to pick up and drop off their children twice a day.

With the building of Coeur Terre, which will be even much larger than the Seltice project, the traffic from this new “high density” development should all be routed onto Huetter Rd. There is the ability to widen Huetter to accommodate these vehicles prior to building and Hanley is already available as a cut through to Ramsey and 95 as a 4-lane road. Huetter already connects to Seltice, Hanley, and Prairie for access to downtown and Hwy 95 business.

We are not against growth in our city but please do not destroy our neighborhood in the process.

Thank you for your time and I hope you appreciate and understand our concerns.

Vivian Conway, Jeri King and Tamara Conway-King

3504 Moccasin Road

CDA Planning Commission Presentation
October 11, 2022

Traffic issues -

Commissioners, thank you for allowing me to address this issue tonight. I've submitted to your offices, a copy of my presentation, which includes sources of the data that I cite.

My name is Don Webber. I live at 4211 W. Arrowhead Rd., CDA. Our neighborhood consists of 167 custom homes on 1-acre lots, in a pine forest. We purchased our home more than 20 years ago. We chose the location predominantly because of the quiet streets, the trees, and our ability to walk our dogs, play with our children and enjoy our neighbors in a peaceful setting.

While we support progress and the new development, we're asking you to please help us in protecting the integrity of our neighborhood.

An earlier version of the project's concept plan showed NO plans to use Arrowhead Rd or Appaloosa Rd for ingress and egress. The developer's website now shows a different plan that will negatively impact our neighborhood by encouraging traffic to pass through on quiet, local streets.

Outside of our neighborhood, the developer shows at least 11 additional points of ingress/egress into their project. 10 of those on arterials or collector streets. Is it an absolute necessity for traffic to be routed through our neighborhood?

Or is directing traffic onto our local streets designed to create convenience for those entering the new development? If for their convenience, then we are definitely to be inconvenienced.

Certainly some other solution can be found without ruining our neighborhood. Please don't allow access through our local street.

We do expect cut-through traffic generated by the new development, and its negative impacts. There will be no way to avoid it.

But, by making our dead end a through street, you will certainly exacerbate the situation. Our normal traffic would increase by a factor of 10 times. Couple that with creating a direct route to a new school and the traffic numbers become astronomical.

The exponential increase in traffic encouraged to pass through our neighborhood will cause a serious negative impact that will be devastating. You know what the studies say. This type of increased traffic will:

- Increase the risk of traffic injuries and fatalities
- Increase noise and dust

- Increase “cut-through” traffic
- Increase speeding potential
- Reduce property values
- And generally degrade an existing desirable CDA neighborhood

Most progress requires compromise, and we understand that. We’re not asking for no negative impact. We simply ask you to mitigate SOME of the negative impacts.

You are our only advocates in this process.

Please, don’t sacrifice one neighborhood for another.

Protect our neighborhood.

Protect our children.

Protect our environment.

Protect our property.

Thank you.

Don Webber
4211 W. Arrowhead Rd.
Coeur D’Alene, ID 83815
Donharvest2u@gmail.com

Sources:

<https://ceds.org/cut-thru/>
<https://www.cdaid.org/6959/departments/planning/city-of-coeur-dalenes-2022-2042-comprehensive-plan>
<https://www.useful-community-development.org/neighborhood-traffic.html>
<https://mrsc.org/Home/Stay-Informed/MRSC-Insight/Archives/Protecting-Existing-Neighborhoods-from-the-Impacts.aspx>



4752 W. Riverbend Avenue • Post Falls, ID 83854 (208) 773-6745 • Fax (208) 777-4080
October 3, 2022

The City of Coeur d'Alene
City Council and Planning Commission
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

RE: Coeur Terre Land Annexation

Dear City Council and Planning Commission:

Jacklin Land Company supports Kootenai County Land Company's proposed annexation of the Coeur Terre property into the City of Coeur d'Alene and encourages the City to approve their application. As the developers of Riverbend Commerce Park in Post Falls, and home to Buck Knives, Ednetics, Raycap, ALK Source Materials, University of Idaho, North Idaho College, etc., we know our tenants need an inventory of housing options for employees. Whether it is retaining an existing business, or bringing a new business to our area, housing options are critical to the economic success of our community.

The project will include a wide variety of housing types which will directly benefit the community by providing needed housing, employment opportunities, parks, schools, and property and sales tax revenue for City and County services.

Architerra provides quality homes throughout the county in their many projects. The master planned Coeur Terre project will provide a variety of housing options and amenities for a wide range people for decades to come.

We are requesting that the City of Coeur d'Alene approve the proposed annexation and zoning of the Coeur Terre Property. The site is adjacent to the existing city limits and is a natural progression of outward growth of the city.

Respectfully

Jacklin Land Company

The City of Coeur d' Alene
City Council and Planning Commission
710 E. Mullan Ave.
Coeur d' Alene, ID 83814



October 4, 2022

RE: Coeur Terre Land Annexation

Dear City Council and Planning Commission,

The Coeur d Alene Regional Chamber of Commerce Board of Directors supports the Kootenai County Land Company's proposed annexation of the Coeur Terre property into the City of Coeur d'Alene. We support the future development of the property into a well- planned, mixed-use project consisting of a wide variety of housing types, commercial areas, school sites, and parks to be developed through phasing over 20-30 years. [Coeur Terre | Kootenai County Land Company \(kcolandcompany.com\)](http://kcolandcompany.com) The project will directly benefit the community by providing much needed housing, employment opportunities, parks, schools, and property and sales tax revenue for City services.

The property is in the City's Area of City Impact (ACI), and the City's Comprehensive Plan and nearby zoning support the project. In addition, the site is adjacent to existing city limits, connected to existing development, streets, and utilities, and is a natural progression of outward growth of the city. More specifically the project will include a wide variety of housing types, from small to large lot single family homes, townhomes, apartments, senior housing, retail, office and medical space, parks, and school sites. As a mixed-use project, the development will reduce vehicle trips to the City Center for services and provide on-site employment opportunities and commercial property tax revenue for the associated city services. As members of the business community, we need housing for our employees, customers, and patients and recognize that the income from services and supplies from the development of the property will benefit our community as a whole.

In summary, we are respectfully requesting both the City of Coeur d Alene Planning Commission and City Council to approve the proposed annexation and zoning of the Coeur Terre Property based on the ACI, Comprehensive Plan, adjacent zoning, street, utilities, proposed housing types and needs, parks, school sites and the economic benefits to our city.

Respectfully,

A handwritten signature in blue ink that reads 'Rick Rasmussen'.

Rick Rasmussen, Chair, Board of Directors
Coeur d Alene Regional Chamber

STUHMILLER, SHANA

From: Donald Garringer <donaIdgarringer@gmail.com>
Sent: Monday, October 10, 2022 8:14 PM
To: STUHMILLER, SHANA
Subject: Public hearing comment

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

With regard to mitigation of potential affects due to development over the Rathdrum Aquifer. Would reducing density by applying R-1 and/or R-3 designations be consider, rather than the proposed R-8?

Specifically, for the area west of and adjacent to the north/south underground water line located approximately 40 to 50' west of the current city limits boundary.

STUHMILLER, SHANA

From: Garringer <garringer4@roadrunner.com>
Sent: Monday, October 10, 2022 3:55 PM
To: STUHMILLER, SHANA
Subject: Coeur Terre public comment

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

Dear Members of the Planning Commission:

My husband and I have resided in the Northshire neighborhood for over thirty years.

- I support the annexation of Coeur Terre to financially offset the impact its residents will have on Coeur d'Alene over the long term.
- Please consider less units per acre for the first row of the new lots on the eastern side of the development to potentially minimize the impact on Northshire.

Thank you for considering the workforce housing shortage.

Sincerely,
Mary Ann Garringer

STUHMILLER, SHANA

From: sherry hayes <shayes1951@hotmail.com>
Sent: Monday, October 10, 2022 1:27 PM
To: STUHMILLER, SHANA
Subject: public hearing on Oct11 for request for Coeur Terre annexation

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My name is Sherry Hayes. I live at 4115 N Lancaster Rd , CDA. My property abuts the land request for annexation. I may not be able to come to the meeting. I am worried about the property being over developed, as I may be understanding that the R-8 and R-17 may allow the houses to be practically on top of each other for one.

I am worried about having enough of green space between my property and what they will be doing behind me, will there be enough of green space, people not walking into my yard.

I already have people , dogs and motorbikes coming next to me and in my yard all the time now as there is a roadway between me and the fields.

I also worry about the huge water line that was put in a few feet in the field a few years ago. can they build over it, or will they have to have an easement for it.

And what about the impact on the aquifer? Will they be paying and putting in all the infrastructure or will the city and taxpayers be footing the bill?

What about the schools? They said they will set aside two properties for the schools and give one to the district free. Is that in writing or will they pull back on that?

Maybe they should be charged big impact fees for all these services, they could always charge more for their houses, for all the people moving here from out of state who disrupt our way of living. Maybe you could have in writing that they have a fourth of their houses for low income or maybe even medium income people, for all the people who make minimum wages in our area.

I have lived in my home since late 1978 and knew some day Mr. Armstrong might sell his property, but this endeavor sounds a bit over the top, don't you think? I do! Double check everything they say as during their informational meeting they had at the Kroc Center it did not always line up to what they were saying and what was on their info boards they had up. One presenter was saying one thing and across

the room another was saying something completely different. They do not have all their ducks in a row!

Thank you so much,
Sherry Hayes
4115 N Lancaster Rd
208-765-3831



201 E. Fourth Ave.
Post Falls, ID 83854
Phone: 208.773.5016
www.postfallschamber.com

October 7, 2022

The City of Coeur d' Alene
City Council and Planning Commission
710 E. Mullan Ave.
Coeur d' Alene, ID 83814

RE: Coeur Terre Land Annexation

Dear City Council and Planning Commission,

The Post Falls Chamber of Commerce Board of Directors supports the Kootenai County Land Company's proposed annexation of the Coeur Terre property into the City of Coeur d'Alene. We support the future development of the property into a well-planned, mixed-use project consisting of a wide variety of housing types, commercial areas, school sites, and parks to be developed through phasing over 20-30 years. [Coeur Terre | Kootenai County Land Company \(kcolandcompany.com\)](http://kcolandcompany.com) The project will directly benefit the community by providing much needed housing, employment opportunities, parks, schools, and property and sales tax revenue for City services.

The property is in the City's Area of City Impact (ACI), and the City's Comprehensive Plan and nearby zoning support the project. In addition, the site is adjacent to existing the city limits connected to existing development, streets, and utilities and is a natural progression of outward growth of the city. More specifically the project will include a wide variety of housing types, from small to large lot single family homes, townhomes, apartments, senior housing, retail, office and medical space, parks, and school sites. As a mixed-use project, the development will reduce vehicle trips to the City Center for services and provide on-site employment opportunities and commercial property tax revenue for the associated city services. As members of the business community, we need housing for our employees, customers, and patients and recognize that the income from services and supplies from the development of the property will benefit our community as a whole.

In summary, we are respectfully requesting both the City of Coeur d Alene Planning Commission and City Council to approve the proposed annexation and zoning of the Coeur Terre Property based on the ACI, Comprehensive Plan, adjacent zoning, street, utilities, proposed housing types and needs, parks, school sites and the economic benefits to our city.

Respectfully,

Eric Knudtsen, Chair
Board of Directors
Post Falls Chamber of Commerce

Christina Petit, President/CEO
Post Falls Chamber of Commerce

To: Coeur d'Alene Planning Commission, shana@cdaid.org

From: Robert and Yvonne Hallock
3704 Buckskin RD
Coeur d'Alene, ID 83815

Topic: Planned development, Coeur Terre

We have lived in our current house in Indian Meadow for over 25 years. Our neighborhood is tranquil with large lots, nice neighbors, trees, no sidewalks, and deteriorating roads.

Our biggest concern with the Coeur Terre proposal is funneling traffic through our subdivision streets. Like a lot of our neighbors we make use of these street not only for driving on but exercising and maintaining our quality of life. It is not uncommon to find neighbors walking their dogs, riding bikes (or trikes), a baby stroller being pushed down the street and groups of friends walking down the streets enjoying the outdoors. Increasing traffic levels in our subdivision would place pedestrians at risk.

The proposed development (from what plans we saw) will push a lot of vehicles into our subdivision streets. We are not sure how some of the neighbors are going to back out of their driveways without being hit with this increase. What about the rights of the existing citizens to maintain our quality of life and safety?

Walking around our subdivision we are amazed at how many of the streets have cracks in the asphalt and most with weeds growing in the cracks. Many of the asphalt patches of the past are cracking also. Adding thousands of vehicles—cars, trucks, school busses, and others—will cause the streets to have bigger cracks and potholes. During heavy rains and melting snow, large puddled form in places. Does the City have plans and funding to replace all of the streets in Indian Meadows and make changes to drainage for increased vehicle activity?

Speaking of traffic, how will the intersections onto Atlas Road be addressed? The increased traffic from the north presently has impacted our ability to access Atlas Rd. at peak times. We can't even imagine how we will get onto Atlas to make a doctor's appointment (let alone our street) with the additional traffic proposed.

Why is the City so willing to allow high density housing next to our one acre lots?

By even considering the option of a high density subdivision next to ours, the City is telling us that our established subdivisions does not matter. No one is even considering what will happen to our established neighborhoods.

Thank you for considering our concerns,

Robert and Yvonne Hallock,

STUHMILLER, SHANA

From: Bill Robb <robbhouse@roadrunner.com>
Sent: Friday, October 07, 2022 8:56 AM
To: STUHMILLER, SHANA
Subject: ITEM #A422-COEUR TERRE, Public Hearing 10/11/2022

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

To the Coeur d'Alene Planning Commission:

We reside at 3704 North Tamarack Road in Indian Meadows. We **OPPOSE** the zoning/density for Coeur Terre.

The density/zoning is too high compared to the surrounding neighborhoods.

The "compact neighborhood" designation of roughly the southern third section of Coeur Terre is **NOT** in keeping with the density of Indian Meadows which is mostly one home per acre. It will negatively change our neighborhood due to heavily increased traffic and noise, especially with a new school near the southern border of Coeur Terre.

The Coeur Terre subdivision zoning/density should reflect the existing area.

The infrastructure in the area is NOT equipped to handle the high density being requested. There are many examples of this exact scenario throughout the area, and is a common complaint from current residents.

Thank you,
Bill and Laurie Robb

Peck & Peck

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To whom it may concern,

We the employees of Peck & Peck Excavating would like to show our support for the annexation of the land for the Coeur Terre project.

Projects like these provide us with years of work that support our families and fuel our spending in the community. In an industry that can sometimes be erratic, a project like this provides us with the peace of mind that we have consistent work that will keep our families fed and a roof over our heads.

Many of us are raising families in the area while several of us are starting our families here and all of us see the potential of a project like this to allow our children the opportunity for better education with the addition of schools in the area. Many of us are young and starting out and a project like this gives us more opportunity to own a home that may not be possible without this much needed growth. Many of us have children who are approaching adulthood, and this would increase their likelihood of homeownership, keeping multiple generations of families in the area that we all love so much and call home.

While for some the thought of growth like this seems unnecessary and like it may change the way of life here, for us it allows us to stay here and continue our way of life that we love so much. Please consider the lives a project like this will affect, not only in more homes, schools, and parks but also the number of families that will be supported financially in creating a community minded space like this.

From all of us at Peck and Peck Excavating thank you for considering the annexation of the land for the Coeur Terre Project.

A handwritten signature in blue ink, appearing to read 'Clifford J. Fry', located at the bottom right of the letter.

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David Fry

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A large, stylized handwritten signature in blue ink, written over the bottom portion of the letter's text.

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Rick Daugherty

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A handwritten signature in blue ink, appearing to read "Edgar R. W.", located at the bottom of the letter.

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A handwritten signature in blue ink, appearing to read "John Peck".

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Kenneth O'Dea

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Travis Jeyar

Peck & Peck

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Many of us are raising families in the area while several of us are starting our families here and all of us see the potential of a project like this to allow our children the opportunity for better education with the addition of schools in the area. Many of us are young and starting out and a project like this gives us more opportunity to own a home that may not be possible without this much needed growth. Many of us have children who are approaching adulthood, and this would increase their likelihood of homeownership, keeping multiple generations of families in the area that we all love so much and call home.

While for some the thought of growth like this seems unnecessary and like it may change the way of life here, for us it allows us to stay here and continue our way of life that we love so much. Please consider the lives a project like this will affect, not only in more homes, schools, and parks but also the number of families that will be supported financially in creating a community minded space like this.

From all of us at Peck and Peck Excavating thank you for considering the annexation of the land for the Coeur Terre Project.



Peck & Peck

EXCAVATING, INC.



COMPLETE EXCAVATING SERVICES
LICENSED & BONDED
3386 N. Highway 41 · Post Falls, ID 83854
(208) 773-6559 · Fax (208) 773-3431

To whom it may concern,

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*More affordable houses are made through more houses,
simple laws of supply and demand. People are coming where
do they live? They are coming where ever the con.*

*Jason Meyer
4th generation Idahoan*

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Josh Wiltsie

Peck & Peck

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From all of us at Peck and Peck Excavating thank you for considering the annexation of the land for the Coeur Terre Project.

A handwritten signature in blue ink, appearing to read "Steve Peck", located below the main body of text.

Peck & Peck

EXCAVATING, INC.



COMPLETE EXCAVATING SERVICES
LICENSED & BONDED
3386 N. Highway 41 · Post Falls, ID 83854



To whom it may concern,

My name is John Rudebaugh, I am the lead project manager for Peck and Peck Excavating, I am a long-time resident of Post Falls and am raising three children in the area. I have been working in the excavation business for the better part of 20 years.

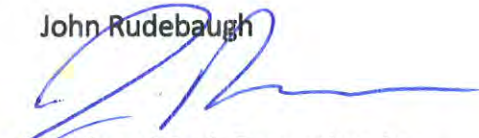
I work very closely with Lakeside companies and have always been impressed by their desire to produce high quality projects that have the best interest of the community in mind. They believe in growth that betters the lives of those in our community who need it the most. They strive to build strong local relationships by utilizing companies that have been operating in our community for many years.

The Coeur Terre project not only benefits the community by offering more affordable housing, more parks for our growing community as well as the option for more schools, which are desperately needed, it also provides companies like ours many years of work. Our company employs between 60 and 70 people at any given time and projects like these keep us busy and growing, it gives us the opportunity to offer better pay, better benefits and more consistent hours to the hard-working people we employ. Not only does it help keep our business growing it allows us to create business for other local companies that we utilize in completing our parts of projects like this, such as concrete companies, small trucking companies, construction supply companies, and many more.

A project like this is a win for the community no matter how you look at it, more jobs, more housing, more schools, more parks. All things that an area that is growing like ours desperately needs.

Thank you for taking the time to read my letter in support of the annexation for Coeur Terre. Please feel free to reach out to me with any questions.

John Rudebaugh



Peck and Peck Excavating, Inc.

John@peckexcavating.com

STUHMILLER, SHANA

From: Bill Todd <billmtodd@outlook.com>
Sent: Tuesday, October 11, 2022 9:32 AM
To: STUHMILLER, SHANA
Subject: Kootenai County Land Company Annexation

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

Hello Shana,

I will not be able to make the meeting but here is my input.

The only way out of the proposed development will be to exit onto Atlas or Huetter. Atlas is already very busy and more traffic will only make it worse. The same company is looking at developing the West side of Huetter which will make that road even busier.

What will the entry points be to get into the development? There are well-established neighborhoods that will be affected.

The city services are already stretched thin, so what is the plan there?

I am opposed to annexation. As always big money will win out unless the planning department takes a stand.

Thank you for your time.

Bill and Darci Todd
4302 W Appaloosa Road
Coeur d Alene ID 83815

STUHMILLER, SHANA

From: Donna Phillips <dphillips@cityofhaydenid.us>
Sent: Monday, September 19, 2022 10:32 AM
To: STUHMILLER, SHANA
Cc: chris.higginbothm@itd.idaho.gov; marvin.fenn@itd.idaho.gov; gmiles@kmpo.net; shannon@postfallshd.com
Subject: RE: [EXTERNAL] City of Coeur d'Alene Planning Department, Public Hearing Notice
Attachments: A-4-22 public Hearing notice2.pdf

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

Good Morning,

The City of Hayden appreciates the ability to comment on the proposed annexation, and suggests that this request for comment also be sent to Idaho Transportation Department, Kootenai Metropolitan Planning Organization, and Post Falls Highway District. I did not see them on the list of folks who received the notice. Additionally based on the location adjacent to Huetter Road, and as the City of Hayden has tried to preserve the area proposed to be within the Huetter Bypass, it would seem that a request to preserve the footprint of the Huetter Road for future development into the bypass would seem prudent in accordance with the plans of the KMPO. The City of Hayden, required a building setback to be preserved at the time of annexation of those properties adjacent to this roadway north of Prairie Avenue within an annexation agreement. The City understands that this annexation is well south of Prairie Avenue, however, it is near the connection from Interstate 90 as proposed, and the northern area just south of Poleline Avenue is identified as part of the footprint of the Planned Huetter roadway.

In either case, I would defer to one of the three identified agencies (copied here) that I can't seem to find in the list and their direction related to this preservation of area as part of any future development of the land.

Sincerely,

Donna

Donna Phillips
Community Development Director
(208)209-2020
dphillips@cityofhaydenid.us

From: STUHMILLER, SHANA <SHANA@cdaid.org>
Sent: Wednesday, September 14, 2022 1:29 PM
To: Avista <Jamie.Howard@avistacorp.com>; Brittany Stottlemire <Brittany.Stottlemire@avistacorp.com>; Chad Polak <Chad.M.Polak@p66.com>; Chet Gaede <chet.gaede@msn.com>; Chris Riedeman <criedeman@kec.com>; citizen <mcghie1945@gmail.com>; Corp of Engineers <michael.aburgan@usace.army.mil>; Cyndi(Citizen <cdarling@icehouse.net>; East Side Highway District <eshd@imaxmail.net>; emily blunt <emily@cdadowntown.com>; jeff boller <jboller@cdaschool.org>; Jeff Voeller <jvoeller@cdaschools.org>; John Cowley Dist Supt NW Pipeline Corp <ty.broyles@williams.com>; Karen Hansen <barnun33@hotmail.com>; Kate Orozco <korozco@cdaschool.org>; Ken Windram <ken@harsb.org>; Kootenai County <dcallahan@kcgov.us>; Kris Jackson <krisj1216@gmail.com>; Mark Hinders <Mark@cdagabage.com>; Megan O'Dowd <megan@lyonsodowd.com>; Michael Thomas <mthomas@kec.com>; Mike Ahmer <mahmer@idl.idaho.gov>; Pam Westberg <pwestberg@cdaschool.org>; Philip Evander <pevander@kec.com>; Planning <Planning@cityofhaydenid.us>; Sandy Emerson

<jasandyemerson@gmail.com>; Scott Davis <sdavis@kec.com>; Scott Maben (smaben@cdaschools.org) <smaben@cdaschools.org>; Sharon Bosley <kea@kealliance.org>; Shon Hocker <shon.hocker@cdaschools.org>; Stephanie Oliver <soliver@harsb.org>; susie snedaker <susansneadaker@earthlink.net>; Tony Berns <tonyb@ignitecda.org>; Trina Caudle <tcadele@cdaschool.org>; Williams Gas Pipeline <Michael.Fitchner@williams.com>; Worley Highway District <worleyhwy@worleyhwy.com>; Yellowstone Pipeline <Michael.R.Sharpe@p66.com>

Subject: [EXTERNAL] City of Coeur d'Alene Planning Department, Public Hearing Notice

Greetings,

Attached is a copy of public hearing notice for A-4-22.

This item will be heard at the next Planning Commission Meeting held on Tuesday, October 11th and 12th(if needed).

If you have any comments please let me know.

Thanks,

Shana Stuhlmiller
Planning Department, City of Coeur d'Alene
Public Hearing Assistant

208.769-2240 ext. 240
shana@cdaid.org

STUHMILLER, SHANA

From: Klaus Grassmann <klisg641@gmail.com>
Sent: Saturday, September 24, 2022 1:58 PM
To: STUHMILLER, SHANA
Subject: Cour Terra development

Follow Up Flag: Follow up
Flag Status: Flagged

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

We are Klaus and Isabelle Grassmann. We live on 3433 N Buckskin Rd, in CouerD'Alene, also known as Indian Meadows. Our property is directly adjacent to the proposed development.

We are both retired. Our decision to purchase this 1 acre property 7 years ago was not only for its beautiful home, but just as important, for its location adjacent to farmland (The Prairie), the beauty of mountain views, visible wildlife, wonderful sunsets, relative silence and privacy. We were not made aware of any future development. If that had occurred, we would have changed our plans.

1. The Cour Terra Development threatens to deny us of these enjoyments.
2. Additionally, the value of our property will be negatively impacted. Any thought of compensation for this loss?
3. Indian Meadows is a low density development, one home per acre. The aim of a good development should be not to place high density housing directly adjacent to low density. This appears not to be the case. Serious consideration needs to be given to a good transition between densities.

We ask you to give this serious consideration. Please acknowledge receipt. Thank you.

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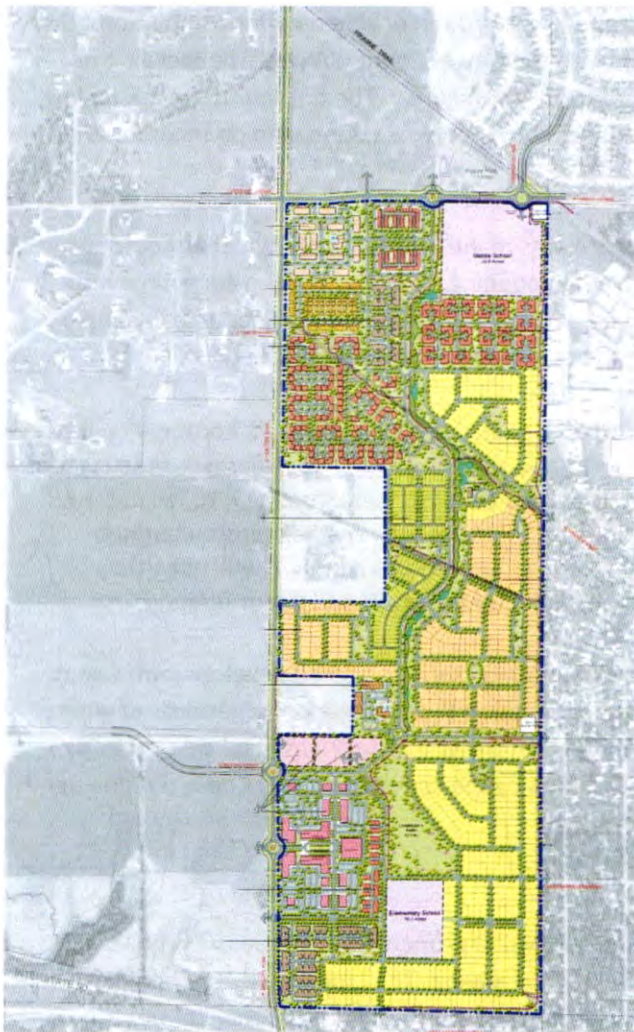
We ask you to give this serious consideration. Please acknowledge receipt. Thank you.

The Community Against the Kootenai County Land Company, LLC Coeur Terre Project

Planning Commission
City of Coeur d'Alene
710 E Mullan Ave
Coeur D Alene, ID 83814

Dear the City of Coeur d'Alene Planning Commission,

The intent of the letter is to voice the disagreement with the submitted proposal for the Kootenai County Land Company, LLC's Coeur Terre project. It is also the intent of the letter to stop any annexation request as it is not required. The project is requesting a proposed +/-442.64-acre annexation form Ag Sub to R-8, R-17, C17, and C-17L.



Summary

The proposed development is failed; it is simply not community development that supports vibrant neighborhoods and safety. It does not cover all the needed concepts for such a large, high-density undertaking, including, but not limited to, police departments, fire departments, medical facilities, greenspace, and ecological impacts. The project will destroy the local community, negatively impact surrounding houses for aesthetics and property value, and obliterate the road system.

State Codes

50-222. It is the policy of the state of Idaho that cities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities. The proposed development is not reasonable, necessary, or orderly.

67-6502 (g)-The Plan creates an undue concentration of population and overcrowding of land.

The project has not published an expected start date to break ground or schedule for completion but is asking that the 442.64-acres of property be annexed into the City of Coeur d'Alene. The fact that no projected start date is in place should stop this annexation immediately. The burden to the tax-paying citizens for the public hearing is already too significant as there is no execution plan on record and no current need.

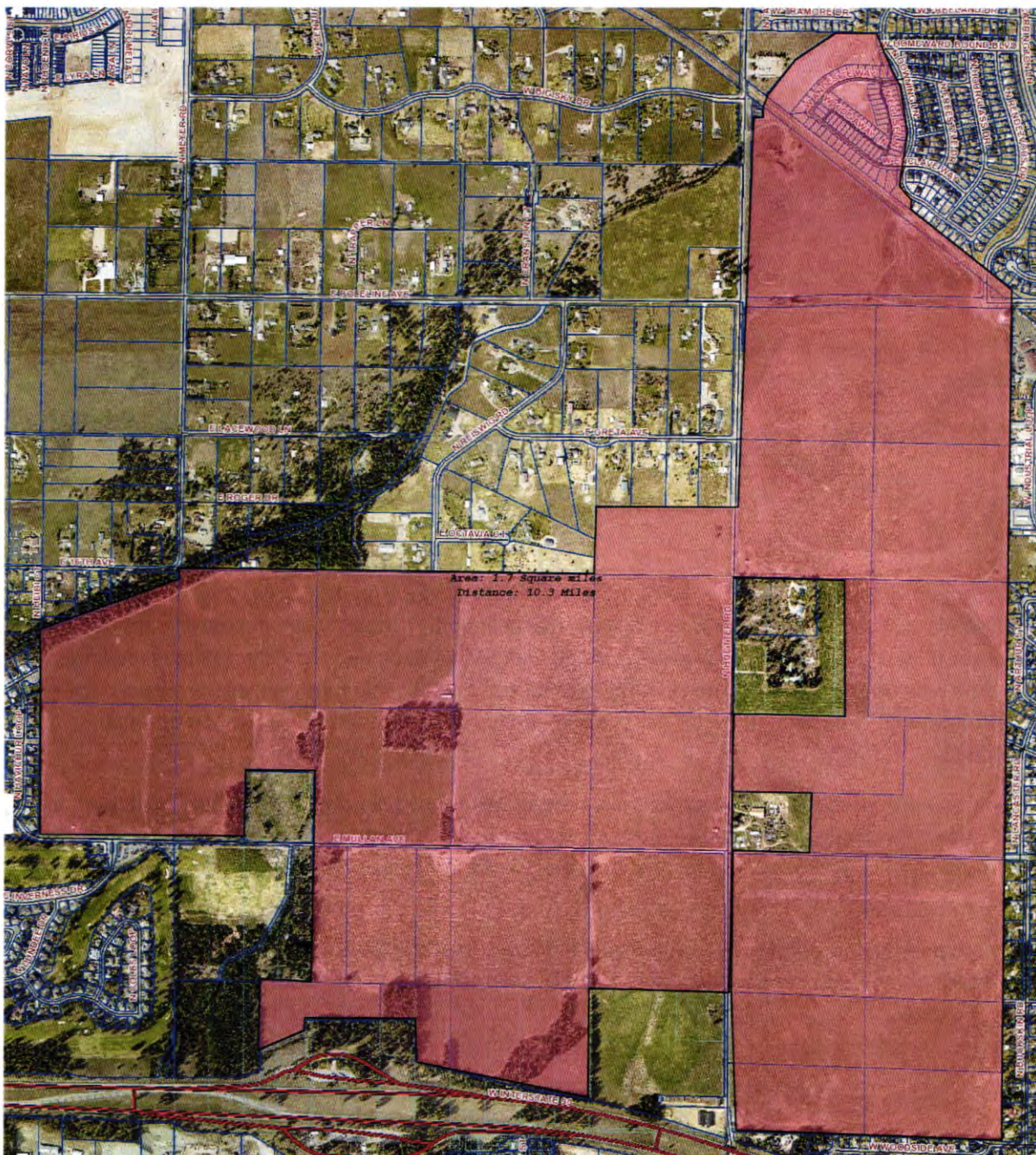
Upon contacting the Kootenai County planning office, it was made clear to the public that Kootenai county does not have the right to keep this action from happening. The fact that the current governing body of the land cannot stop this action appears to be a legal loophole. It is appalling, and developers have used the loophole to push their agendas over the community's best interest.

Annexation at this time, before the Idaho Transportation Department even starts its Kootenai county road assessment, is deliberate. The developer will purposely start housing builds nearest to the current Huetter Road to keep their land from being used for any road expansion and forcing it to fall entirely inside Post Falls. They would be supporting the KMPO's current vision for road expansion but not necessarily the right idea for the county. Keeping the current, unresearched vision will make the developer more money while gravely impacting the residents of Post Falls and Coeur d'Alene.

The proposal for this much land development is that of another city, not a small development. Coeur d'Alene Planning department does not have the right to sanction this annexation, regardless of what they feel their legal authority is currently. The likelihood that the entire area would be split off into another small city in the future is high. It is also not desired by the community, and Coeur d'Alene needs to respect the majority over the minority parties involved.

LEV [NN] LLC

The holding company of the land being reviewed and additional property in the area uses the legal company name of 'LEV' and then a number and then 'LLC' to manage the land assets. The original proposal for the Coeur Terre project, which has now been removed from the Kootenai County Land Company, LLC's website, had initially planned to have less density for their entire acreage, which is over 1,050 acres.



However, the company has left behind a rough view of the master plan on the page for The Enclave , as seen below. The plan is massive and will turn this section of the prairie into a city.

Simply, the Kootenai County Land Company, LLC is being disingenuous, and all their current and future plans must be reviewed.

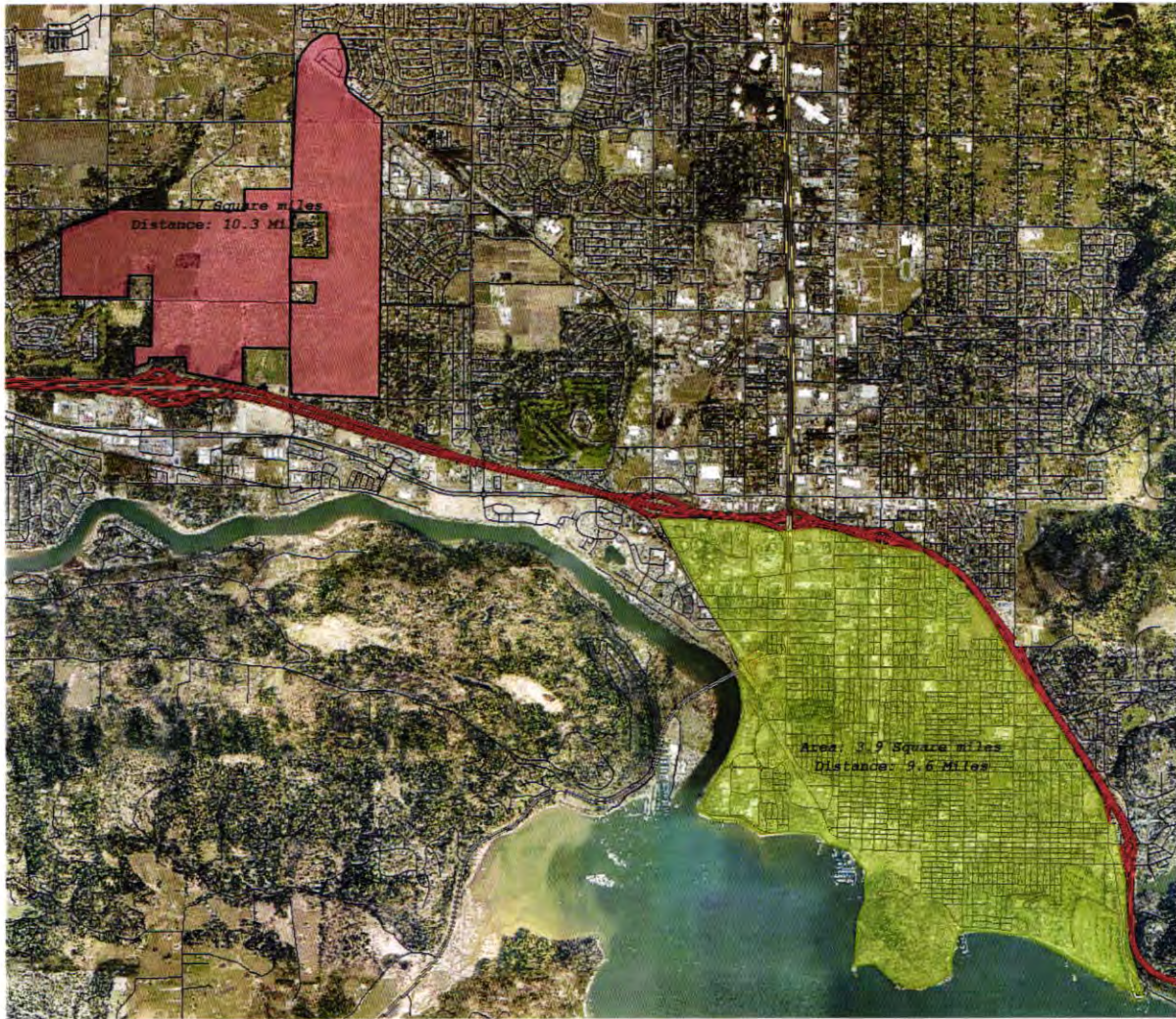


Another City, Not Residential

It is incorrect to say that the Coeur Terre project promotes orderly growth, preserves the quality of Coeur d'Alene, protects the environment, promotes economic prosperity, and fosters the safety of the residents. It must do this to comply with both the Idaho State Code and the Coeur d'Alene Planning Commission's charter. An argument that this was part of the 2040 planning document does not make it valid for growth. The planning document contains many inaccuracies around development and economics.

The density proposed for the 442 acres is city development, not a simple, small residential development. In addition, the proposal does not account for the new development to the North and the lack of roads, schools, and other needs for long-term growth and to ensure the quality of Coeur d'Alene remains intact.

The total potential development area is nearly half the size of the City of Coeur d'Alene proper, south of I-90, much of the same density, less green space (by almost 60%), fewer roads, less access to transportation, and less ability for local stores.



Roads

The annexation is requested before the Idaho Transportation Department (ITD) finishes its review for improved road systems in the area. ITD has decided a county-wide population and traffic model needs to be updated for the PEL study; it could be years before the NEPA is started and completed.

The developer's design also doesn't include the already over-saturated report for Seltice Way, which will gridlock the area due to the overbuilding by the river between Atlas Road and Riverstone Drive as shown in the SELTICE ADDITIONAL ANALYSIS – COEUR TERRE ADDENDUM conducted by CivTech.

The current estimate for Seltice Way would require 3-lane roads in both directions to accommodate the amount of traffic from the excessive development at the river, let alone another development of this magnitude at Huetter Road.

SELTICE ADDITIONAL ANALYSIS – COEUR TERRE ADDENDUM conducted by CivTech
However, even with this more moderate growth rate of 2% annually, the dual lane

roundabout is projected to start breaking down by 2045, with and without the Coeur Terre site traffic – negating the need to change to a traffic signal system along the corridor and prepare for three-lanes in the westbound direction of travel.

The proposed changes to Huetter Road from the Kootenai County Land Company, LLC will take most of the speeds on the road from 45 miles per hour to 20 miles per hour or less. Additional traffic jams can be expected at all major turn lanes at Prairie Avenue, Poleline Avenue, and Seltice Way.

City and Community Needs (Safety and Healthcare)

In nearly the same square miles of potential building area, the City of Coeur d'Alene has three (3) elementary schools (Winton, Fernan, Bryan), not just one (1). It also has several academy schools as well. Post Falls is becoming overcrowded after having just built a new school less than two years ago. The expected growth in the area will require more than just one elementary school and one middle school. It should also account for more parks and recreation areas. It would also require more large sports fields to support more school teams.

Currently, the area is serviced by Kootenai County Sheriff's Department, and their response time for the area is lengthy today. Adding another 4,000+ residents into that area will place strain on public safety as there would be new stress placed on Coeur d'Alene's police department.

Fire and rescue departments are not in the developer's designs which will be even more critical with the growth of the population. Additional service for the 442 acres and the misplanned development by the riverfront at Atlas Road continues to show development companies cannot be trusted to promote sustainable growth.

Emergency medical treatment and healthcare centers are not in the design either. However, the roads have already been found not to support timely responses in the case of an emergency.

Buyers Are Not Residents

It has become abundantly pervasive that buyers of these locations are not residents of the home. They are typically investors who then rent out the properties. Rental properties and micro-leases do not support residences and healthy communities. Throughout the United States of America, these impacts are being fought against due to the drastic adverse effects on the community and its people.

Northern Idaho is not unique in its problem with housing development requests nor in ignoring the learnings from other parts of the country where expansive growth has destroyed what was in place.

Landlords are removing low-income families' ability to gain home equity. The renters are also subjected to the landlords' rent increases which can happen every six (6) months.

Idaho Code

55-2006 (3) A landlord shall give written notice of such change to each affected home owner at least ninety (90) days prior to any amendment to the rental agreement. The landlord may not amend the rental agreement or rules more frequently than once in a six (6) month period.

Conclusion

The annexation must not be permitted as there is enough evidence that the development proposed does not support Idaho Code. It is also not a design that meets the needs of the community.

State Codes

50-222. It is the policy of the state of Idaho that cities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities. The proposed development is not reasonable, necessary, or orderly.

67-6502 (g)-The Plan creates an undue concentration of population and overcrowding of land.

The plans of the Kootenai County Land Company, LLC are dangerous and adversely impact Kootenai county in total. The project is not ready to be reviewed because of the lack of roads, schools, green space, community needs, and city planning.

It is no question that growth in Kootenai county will continue in the future. The question is the value of the growth as it has been completed today and what the impacts will be with development projects which have not yet been completed.

Sincerely,

Signatures on Next Page

Name

Brett Haney <haneybrett@gmail.com>
Dr. Philip Spradley <philip.spradley@gmail.com>
Kristi Haney <lakelandpiesale@gmail.com>
John K. McGuire <coastiejkm@gmail.com>
Ronald C McGhie <mcghie1945@gmail.com>
Darla Pavlish <dbowers777@yahoo.com>
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Anthony Perers <adpeters41@gmail.com>
Lloran Johnson <llorcj@outlook.com>
Maureen Marian <Momarian@yahoo.com>
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Andrea Baass Peters

Andrea Baass Peters (Oct 10, 2022 13:17 PDT)

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Anthony Perers (Oct 9, 2022 20:52 PDT)

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April Vossler (Oct 10, 2022 11:48 PDT)

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[Brett Haney \(Oct 9, 2022 14:18 PDT\)](#)

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[Brian Adams \(Oct 10, 2022 08:06 PDT\)](#)

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Brian Rogers

[Brian Rogers \(Oct 10, 2022 16:31 PDT\)](#)

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Christopher Good
[Christopher Good \(Oct 10, 2022 12:31 PDT\)](#)

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[Cori LePard \(Oct 10, 2022 16:18 PDT\)](#)

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[Dan A Vossler \(Oct 10, 2022 15:33 PDT\)](#)

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[Darla Pavlish \(Oct 9, 2022 19:40 PDT\)](#)

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Dr. Philip Spradley (Oct 9, 2022 14:19 PDT)

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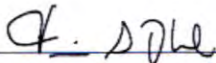
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Jay L Greer (Oct 10, 2022 16:07 PDT)

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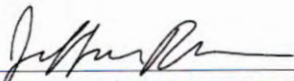
jaylgreer@yahoo.com

Phone Number

2086996720

Street Address

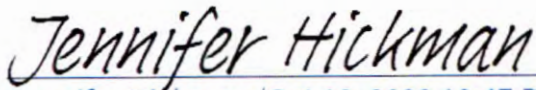
6886 E Greta Ave. Post Falls Idaho 83854



Jeffrey Pearson (Oct 10, 2022 15:07 PDT)

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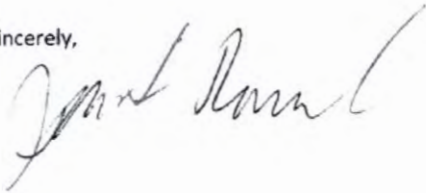


Jennifer Honshell (Oct 10, 2022 13:13 PDT)

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Sincerely,



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John K. McGuire (Oct 9, 2022 15:08 PDT)

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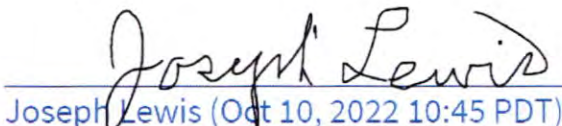
coastiejkm@gmail.com

Phone Number

208 7556342

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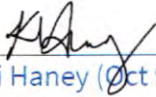
6999 w. Big Sky Drive
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Lloran Johnson (Oct 10, 2022 07:56 PDT)

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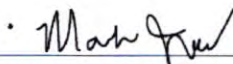
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Mark Jacobi (Oct 10, 2022 11:22 PDT)

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Maureen Marian

[Maureen Marian \(Oct 10, 2022 07:54 PDT\)](#)

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Momarian@yahoo.com

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Cranston Ct. Post Falls

Randy Pavlish

[Randy Pavlish \(Oct 10, 2022 14:53 PDT\)](#)

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[Ronald C McGhie \(Oct 9, 2022 15:44 PDT\)](#)

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Sharon M Greer

Sharon M Greer (Oct 9, 2022 20:28 PDT)

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Shirlie Nilsson (Oct 10, 2022 10:59 PDT)

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Post Falls, ID 83854

Teresa

Teresa Marks (Oct 10, 2022 12:01 PDT)

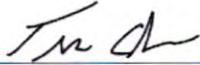
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Tim Shaw (Oct 10, 2022 14:53 PDT)

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4259851540

The City of Coeur d' Alene
City Council and Planning Commission
710 E. Mullan Ave.
Coeur d' Alene, ID 83814
October 7, 2022

RE: Coeur Terre Land Annexation

Dear City Council and Planning Commission,

The Rathdrum Area Chamber of Commerce Board of Directors supports the Kootenai County Land Company's proposed annexation of the Coeur Terre property into the City of Coeur d'Alene. We support the future development of the property into a well-planned, mixed-use project consisting of a wide variety of housing types, commercial areas, school sites, and parks to be developed through phasing over 20-30 years. [Coeur Terre | Kootenai County Land Company \(kcolandcompany.com\)](https://www.kcolandcompany.com) The project will directly benefit the community by providing much needed housing, employment opportunities, parks, schools, and property and sales tax revenue for City services.

The property is in the City's Area of City Impact (ACI), and the City's Comprehensive Plan and nearby zoning support the project. In addition, the site is adjacent to existing the city limits connected to existing development, streets, and utilities and is a natural progression of outward growth of the city. More specifically the project will include a wide variety of housing types, from small to large lot single family homes, townhomes, apartments, senior housing, retail, office and medical space, parks, and school sites. As a mixed-use project, the development will reduce vehicle trips to the City Center for services and provide on-site employment opportunities and commercial property tax revenue for the associated city services. As members of the business community, we need housing for our employees, customers, and patients and recognize that the income from services and supplies from the development of the property will benefit our community as a whole.

In summary, we are respectfully requesting both the City of Coeur d Alene Planning Commission and City Council to approve the proposed annexation and zoning of the Coeur Terre Property based on the ACI, Comprehensive Plan, adjacent zoning, street, utilities, proposed housing types and needs, parks, school sites and the economic benefits to our City.

Respectfully,



[Chantel Koho \(Oct 7, 2022 11:27 PDT\)](#)

Board of Directors
Rathdrum Area Chamber of Commerce







Rathdrum Chamber Letter of Support

Final Audit Report

2022-10-07

| | |
|-----------------|--|
| Created: | 2022-10-07 |
| By: | Chantel Koho (Chantelk@stcu.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAOecbLnhDeXx6CqhsUQePCCmctvm1ngls |

"Rathdrum Chamber Letter of Support" History

-  Document created by Chantel Koho (Chantelk@stcu.org)
2022-10-07 - 6:22:08 PM GMT
-  Document emailed to chantelkoho@outlook.com for signature
2022-10-07 - 6:22:27 PM GMT
-  Email viewed by chantelkoho@outlook.com
2022-10-07 - 6:22:35 PM GMT
-  Signer chantelkoho@outlook.com entered name at signing as Chantel Koho
2022-10-07 - 6:27:17 PM GMT
-  Document e-signed by Chantel Koho (chantelkoho@outlook.com)
Signature Date: 2022-10-07 - 6:27:19 PM GMT - Time Source: server
-  Agreement completed.
2022-10-07 - 6:27:19 PM GMT

STUHMILLER, SHANA

From: ANDERSON, HILARY
Sent: Wednesday, August 10, 2022 9:41 AM
To: MCLEOD, RENATA; STUHMILLER, SHANA
Subject: RE: Coeur Terre Annexation Support

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you. We will add to our public comments on Coeur Terre.

From: MCLEOD, RENATA <RENATA@cdaid.org>
Sent: Wednesday, August 10, 2022 9:32 AM
To: ANDERSON, HILARY <HANDERSON@cdaid.org>; STUHMILLER, SHANA <SHANA@cdaid.org>
Subject: FW: Coeur Terre Annexation Support

I think this might be for your upcoming hearing... R

From: Shawn Anderson <shawn@monarchcustomhomes.com>
Sent: Monday, August 8, 2022 2:02 PM
To: MCLEOD, RENATA <renata@cdaid.org>
Subject: Coeur Terre Annexation Support

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

Hello,

I am writing to encourage annexation of the land needed to develop the Coeur Terre project. It is a much needed affordable housing opportunity for local residents and the blue color workers needed to support our area's growth.

Thank you!

Shawn Anderson
Owner



RCE-2869



5097 N. Building Center Drive
Coeur d'Alene, ID 83815
(208) 772-9333 ~ (208) 772-9484 FAX
www.monarchcustomhomes.com

STUHMILLER, SHANA

From: MCLEOD, RENATA
Sent: Friday, July 22, 2022 12:46 PM
To: ANDERSON, HILARY; STUHMILLER, SHANA
Subject: FW: Written Comment Coeur Terre Annexation

Follow Up Flag: Follow up
Flag Status: Flagged

I assume this is an upcoming annexation, do you want to include it with the staff report to Council??? Thanks r

From: Levi Snyder <levistheauthor@gmail.com>
Sent: Friday, July 22, 2022 11:27 AM
To: MCLEOD, RENATA <renata@cdaid.org>
Subject: Written Comment Coeur Terre Annexation

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

Levi Snyder
4363 W. Woodhaven Lp.
Coeur d'Alene

I am writing to express support for the Coeur Terre Master plan, from what I have seen the project represents a thoughtful attempt to present a variety of housing options with some new commercial opportunities as well. I appreciate that the time has been taken to consult the school district and create a new school location easily accessible to these neighborhoods with walking/biking access.

Sincerely,
Levi Snyder

from the desk of
DON J. SCHMITT, M.D.

American Board of Family Medicine

Retired, 44 year Coeur d'Alene Resident
May 6th, 2022

to Cda City Council
& City Planning Department

Dear fellow citizens,

We are homeowners on **Arrowhead Drive**, Cda, off Atlas road westward, on one of the "thru streets" to serve the south end of the new development **Coeur Terra**. We have concrete or asphalt **driveways**, **landscaping** and **mailboxes** up to the pavement of Arrowhead. Many of us have **fences** also within the 12-13 1/2 foot boundary of City right of way. We have photos of the driveways and landscaping on the last page of this letter, for your reference.

We all have "one-acre" lots. Many of us were members of the Indian Meadows Homeowner's Association. Sidewalks came up to the east border of Indian Meadows, but as a **low-foot-traffic, horse rich, low density** neighborhood, we were inclined to landscape and access right up to the pavement. It gave our neighborhood a special charm and beauty. Compliments abound for **streetside flowers**. **Quail** love the **junipers**. It's the most beautiful part of our special, so far most beautiful city in the U.S.

We would like to **KEEP OUR LANDSCAPING**, **OUR FENCES** and **OUR DRIVEWAY ENTRANCES** as they exist. **Please do not widen our street** (there should be no fast-traffic-left-turn issues on Moccasin and the other north-south streets with low traffic).

PAGE 1

We are aware that moving utility poles in our neighborhood (to gain street width) will be very **expensive** to the city, as well.

We are also concerned about a **possible oversight by planners**: Nez Perce lines up E→W with **Mullan** thru Coeur Terra and is already a much **wider access/exit** to the new development. **Nez Perce** is also **centered north-and-south** into the greater development, and has some potential for high traffic barrier fence on the north side right of way, as anticipated already by residents on that road (as evidenced by solid fences and **driveways built onto Buckskin and Moccasin**, not Nez Perce).

Nez Perce also will feed quickly into **W. Kathleen Ave**, Holy Family School, U.S. Forest Service, B.L.M., Ramsey Elementary School, Woodland Middle school, Kootenai dump site, law enforcement, city fire station, a large gravel pit facility, Fred Meyer and nearby businesses: restaurants, Parker Toyota, Super 1, Auto Parts, Charter Academy, Home Depot, Idaho Rec with Fish and Game, Spectrum and other public and commercial outfits.

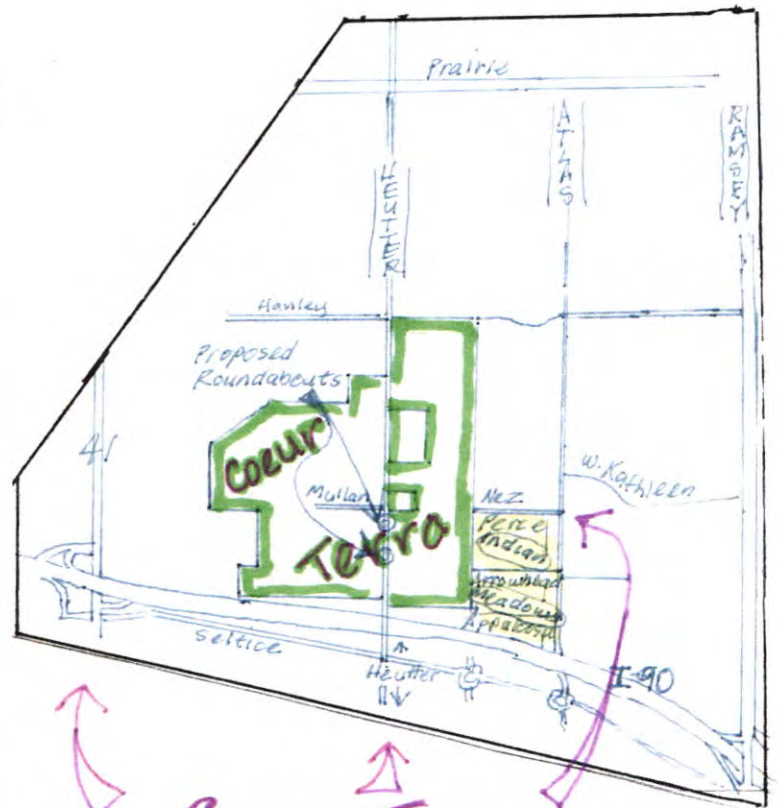
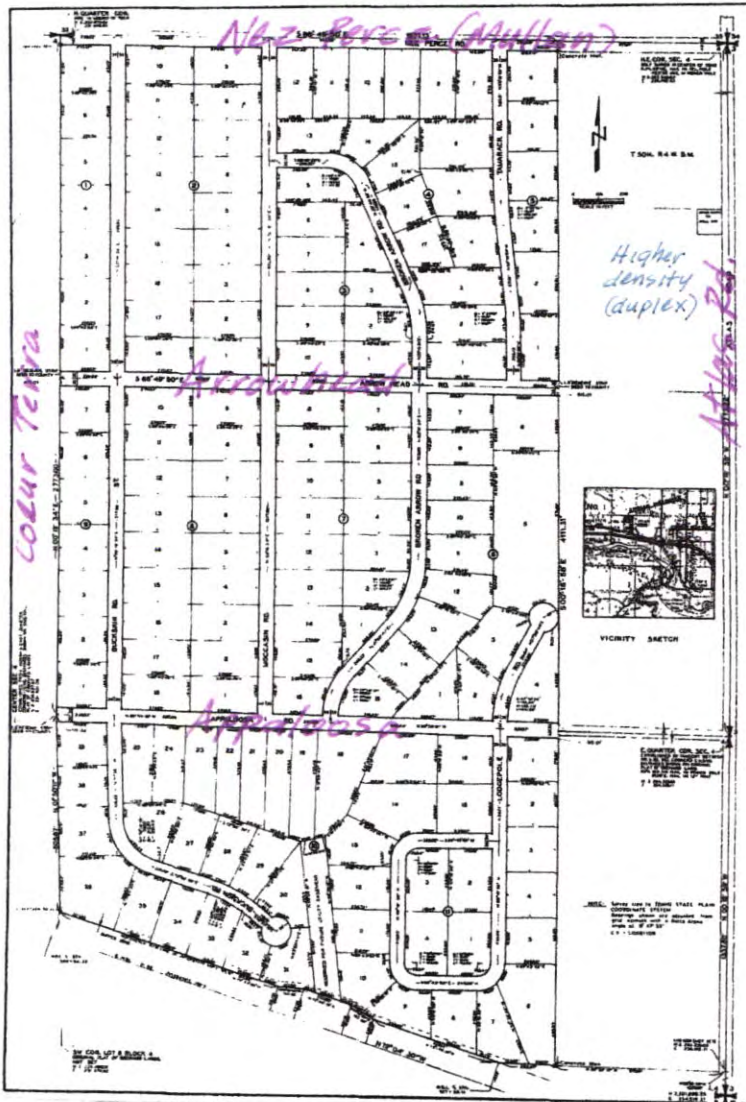
**THIS GUARANTEES HEAVY PUBLIC-
SAFETY AND COMMERCIAL TRAFFIC
ON MULLAN ↔ NEZ PERCE** ^{(for decades).}

(See Page 4 for a general map of this route.)

Below is a platt of Indian Meadows bordering Coeur Terra. There is a street map showing I-90 exchanges at Ramsey and Hwy. 41, depicting access to Coeur Terra aside from through our neighborhood. Note that Heutter road should be considered the "high-traffic" access to I-90 (and we see some more motive in that fact for expanding North-South traffic via Heutter).

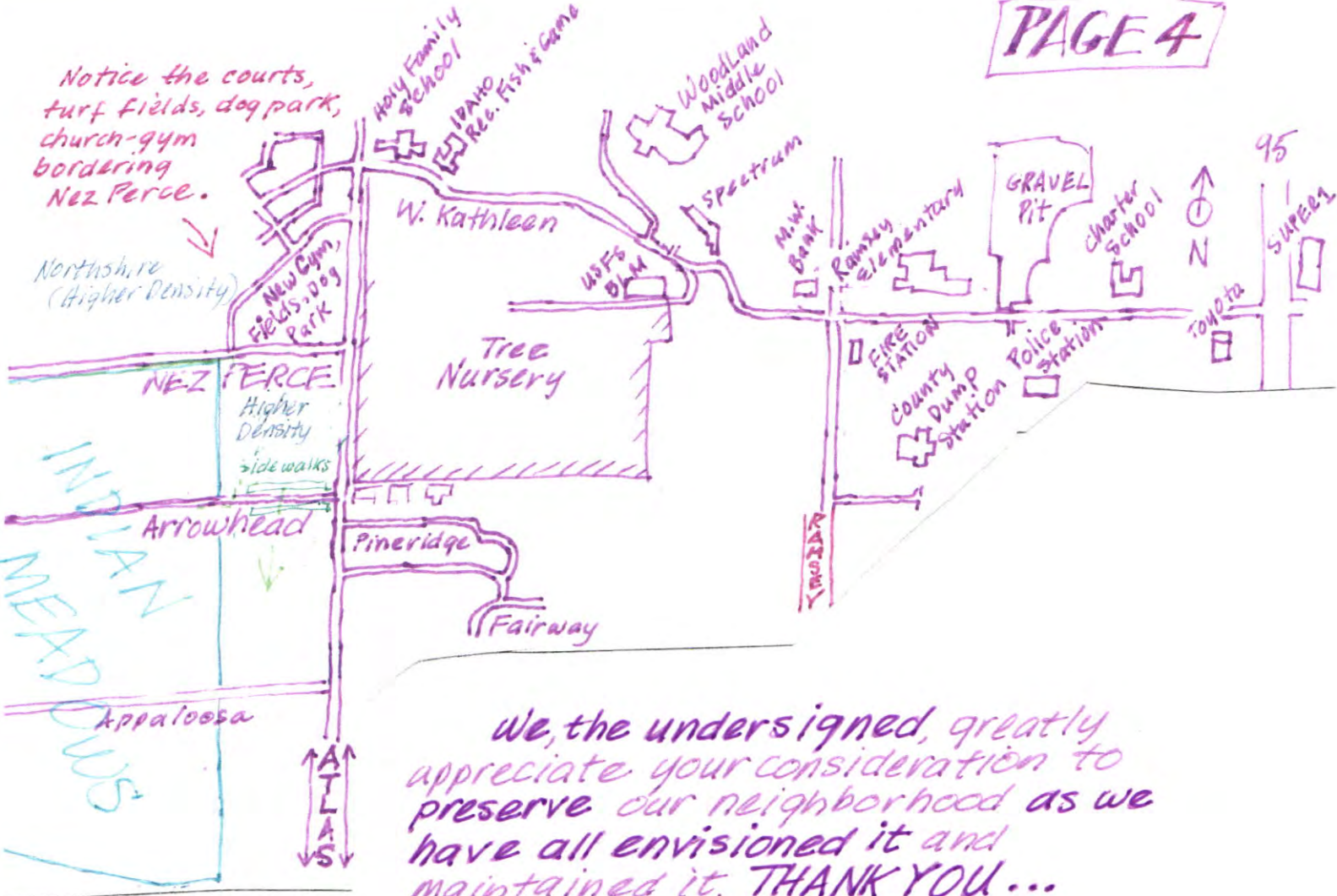
We fully support increased housing in our city. Lakeside Capital Group LLC and it's subsidiary Kootenai County Land Co. and the builders involved have a good plan for use of this special place on the prairie. Please don't let it spoil our special place in the pines.

INDIAN MEADOWS



Coeur Terra access

Notice the courts, turf fields, dog park, church-gym bordering Nez Perce.



We, the undersigned, greatly appreciate your consideration to preserve our neighborhood as we have all envisioned it and maintained it. THANK YOU...

A collection of handwritten signatures and names, many with 'name' or 'signature' written below them. The names include: Mike Curtis, Rickie Matthews, Nancy M. Barr, Theresa Potts, Broken Arrow, Arrowhead, and many others. Some names are crossed out with a line. There are also some illegible signatures and names.

PHOTOS of Arrowhead driveways, landscaping, fences & mailboxes on PAGE 5



STUHMILLER, SHANA

From: ANDERSON, HILARY
Sent: Monday, June 06, 2022 2:18 PM
To: MCLEOD, RENATA; TYMESEN, TROY; ADAMS, RANDY; BOSLEY, CHRIS; GREENWOOD, BILL; HOLM, SEAN; BEHARY, MIKE; STUHMILLER, SHANA
Subject: FW: Concerns about Huetter Bypass, making it Scenic Corridor & Coeur Terre Development

See email from Glenn Miles below.

From: ANDERSON, HILARY
Sent: Monday, June 06, 2022 2:15 PM
To: G Miles <gmiles@kmpo.net>
Subject: RE: Concerns about Huetter Bypass, making it Scenic Corridor & Coeur Terre Development

Thank you, Glenn. I appreciate the additional details. We will share your email with the Planning Commission and City Council so that they have the background and full picture.

From: G Miles <gmiles@kmpo.net>
Sent: Monday, June 06, 2022 2:04 PM
To: ANDERSON, HILARY <HANDERSON@cdaid.org>
Subject: RE: Concerns about Huetter Bypass, making it Scenic Corridor & Coeur Terre Development

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

Good afternoon Hilary,

Thanks for forwarding the information. As you know, the corridor was officially approved by elected officials on the KMPO Board in 2009. The corridor was updated in July of 2022. The corridor is adopted in the KMPO Metropolitan Transportation Plan and a designated corridor on the Federal Functional Classification System as an National Highway System future route. Several individuals have moved into the adjacent area since that time and some who participated in the original extensive public involvement process in 2009, do not want the long planned for corridor to move forward.

I am very aware of Mr. McGhie's concerns. As Mr. McGhie has been informed, the U.S. 95 Alternate Corridor has been accepted by the ITD Board and was funded for completion of the environmental documents by the Idaho Transportation Department Board in May 2021. The effort has been assigned to the ITD District 1 Office who is contracting with HDR Engineering to conduct the effort.

Mr. McGhie (and others he is associated with) have expressed his concerns to the KMPO Board. I have also been told by ITD District 1 staff that he has also been assured that the ITD District 1 Office will keep him apprised of opportunities for stakeholder involvement and participation during the environmental process.

Regards,

Glenn

June 5, 2022

Hilary Anderson, MS
City of CDA
Community Planning Director

I recently watched the videos of both the planning commission and city council approval of the CDA Comprehensive Plan 2022-2042. I must say I was very impressed with you and your staff's presentations and replies. After reading the plan, I can say it is a good plan for a downtown urban city but lacking in the area covering the city's transition to adjoining rural areas.

I live in Big Sky Estates on the south side of Big Sky Drive. My home is on the second lot west of Huetter and my son owns the lot adjacent to Huetter Road. We both are members of the No Huetter Bypass Group.

Huetter Bypass

We have worked with Dave Callahan at the county to stop the proposed overlay until the ITD Bypass NEPA study is complete.

Instead of the Bypass, I have been proposing an Alt I-90 Corridor from Hwy 53 at PV interchange along the BNFS RR that crosses the Prairie on the south side of Wyoming. After crossing Hwy 41 it goes along the easterly side of the UP RR to Hwy 95 above Boekel Rd. The existing Huetter Road may need a turn lane, but it is ridiculous to remove and lower the road while making a 354-foot-wide Bypass. Unfortunately, KATT and KMPO have failed to consider anything that would actually help the problems on Hwy 95 or I-90 in their goal to get the traffic off the Rathdrum Prairie. (See attached letter to Damon Allen and Mega Jahns).

Scenic Corridor

I would like to see the existing Huetter Rd declared a Scenic Corridor and protected. This scenic corridor is one of the last rural-agricultural routes that still runs through the Rathdrum Prairie, from Seltice Way to Boekel Rd. I will be asking all government agencies to help protect the view along this route through zoning and community cooperation. The public should not have to look at high-rise buildings along this corridor!

Coeur Terre Development

For the last several years I have kept in touch with Gabe Gallinger PE, who is the Land Development Manager for Lakeside Capital Group. He has kept me informed on the progress of the Coeur Terre Project. When he first told me they were going to meet with your office around the first of May, I called your office and asked if it was going to be a public meeting. I was informed the public meeting would be around June or July.

I am not against appropriate or reasonable growth, but I don't think the present vision of the Coeur Terre development is close to being either appropriate or reasonable. (See attached email to Gabe Gallinger)

The area along both sides of Huetter Road have been agricultural and rural 5 acre minimum since zoning was established. I fully understand why the agricultural land is being sold and buyers' right to develop. However, the development should have to be reasonable with the ACI area and the surrounding community.

During the declaration for annexation stage, I urge you to consider the following:

1. The Comp Plan 2022-2042 is a good plan for a city but is heavily weighted by the CDA 2030 group that uses the United Nations 17 Sustainable Development Goals and the CDA Economic Development Organization. While their goals of high density and commercial development and zoning may fit in the urban city, it does not fit this rural and agricultural area.
2. The Comp Plan 2022-2042 on page 7, showing the Reference to State Statute, does not show any Policy Framework being considered under the Special Areas or Site. On page 61, it states, "Although the role of the Comprehensive Plan is primarily to address citywide planning issues, it can be challenging to address the specific issues and needs of the areas. (This should be addressed in an amendment to the plan making the existing Huetter Rd a Special Area.)"
3. Action CI 2.1C02 states, "Foster a collaborative relationship with surrounding communities to manage development transition at the city and county limits and establish unique identities while maintaining connectivity. Consider mutually agreed upon wayfinding signage and open space buffers in transition areas." (A buffer is needed to protect the scenic Huetter Corridor.)
4. Action ER 2.2.C01 states, "Review and consider changing the Zoning Code to discourage obstruction of open view corridors of both public and private parks, green spaces and natural area". (How about R1 -1ac. zone along both sides of the existing Huetter Rd. with open green areas and trees.)
5. Action ER 4.1.J01 states, "Partner with other organizations to identify potential funding strategies and management structures to preserve open space on the Rathdrum Prairie for public benefit." (Ask Lakeside Capital to provide green areas with trees along both side of Huetter Rd.)
6. Action GD 1.7.C1 states, "Establish a visual resources inventory in community and determine if there are specific guidelines that should be

defined and established in the City Code for public view corridors in development projects.”

7. I ask, what is a community? Is it the block, the track, the neighborhood, the town, the city, the county, the state, or is it a particular ethos? How does one community affect the others? Are there things each separate community does to help each other or the entire community? One would think that saving a scenic rural road through the Rathdrum Prairie would be a benefit to all the drivers no matter where they live. **If these scenic routes are not protected now, they will soon be gone.**
8. We do not need a Town of Coeur Terre! Please don't ruin what little rural area we have left. **The traffic that these proposed densities and zoning would create would be intolerable!**
9. Currently, the Coeur Terre project area is KC-Rural and Agricultural, with CDA- R-1, R-3, and R8 to the north, south, and east, with no building over two stories. It would be nice to see 1ac lots along Huetter with green areas and trees, with nothing over the densities allowed in CDA R8 zonings throughout.
10. The developers have done a good job to the north, without three story building, commercial, and very high-density design. The new paper on June 2, 2022 stated, "Architerra Homes steps up for the community" and "We want to come up with creative ways to support the community." I hope this is true and that you will ask for their help.
11. Please work with developers, Kootenai County, and all the cities and State ITD to stop the Huetter Bypass and make it a protected scenic rural road through the Rathdrum Prairie, from Seltice Way to Boekel Road. It's now or never and the only good rural route remaining.
12. It's premature to design a development anywhere within a ¼ miles from either side of the existing Huetter Rd. until ITD decides about the Bypass.

Hope to meet you at the Tuesday Council Meeting.

Ronald C McGhie
7253 W Big Sky Drive
970-759-9697

STUHMILLER, SHANA

From: ANDERSON, HILARY
Sent: Wednesday, August 10, 2022 9:41 AM
To: MCLEOD, RENATA; STUHMILLER, SHANA
Subject: RE: Coeur Terre Annexation Support

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you. We will add to our public comments on Coeur Terre.

From: MCLEOD, RENATA <RENATA@cdaid.org>
Sent: Wednesday, August 10, 2022 9:32 AM
To: ANDERSON, HILARY <HANDERSON@cdaid.org>; STUHMILLER, SHANA <SHANA@cdaid.org>
Subject: FW: Coeur Terre Annexation Support

I think this might be for your upcoming hearing... R

From: Shawn Anderson <shawn@monarchcustomhomes.com>
Sent: Monday, August 8, 2022 2:02 PM
To: MCLEOD, RENATA <renata@cdaid.org>
Subject: Coeur Terre Annexation Support

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

Hello,

I am writing to encourage annexation of the land needed to develop the Coeur Terre project. It is a much needed affordable housing opportunity for local residents and the blue color workers needed to support our area's growth.

Thank you!

Shawn Anderson
Owner



RCE-2869



5097 N. Building Center Drive
Coeur d'Alene, ID 83815
(208) 772-9333 ~ (208) 772-9484 FAX
www.monarchcustomhomes.com

STUHMILLER, SHANA

From: MCLEOD, RENATA
Sent: Friday, July 22, 2022 12:46 PM
To: ANDERSON, HILARY; STUHMILLER, SHANA
Subject: FW: Written Comment Coeur Terre Annexation

Follow Up Flag: Follow up
Flag Status: Flagged

I assume this is an upcoming annexation, do you want to include it with the staff report to Council??? Thanks r

From: Levi Snyder <levistheauthor@gmail.com>
Sent: Friday, July 22, 2022 11:27 AM
To: MCLEOD, RENATA <renata@cdaid.org>
Subject: Written Comment Coeur Terre Annexation

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

Levi Snyder
4363 W. Woodhaven Lp.
Coeur d'Alene

I am writing to express support for the Coeur Terre Master plan, from what I have seen the project represents a thoughtful attempt to present a variety of housing options with some new commercial opportunities as well. I appreciate that the time has been taken to consult the school district and create a new school location easily accessible to these neighborhoods with walking/biking access.

Sincerely,
Levi Snyder

from the desk of
DON J. SCHMITT, M.D.

American Board of Family Medicine

Retired, 44 year Coeur d'Alene Resident
May 6th, 2022

to Cda City Council
& City Planning Department

Dear fellow citizens,

We are homeowners on **Arrowhead Drive**, Cda, off Atlas road westward, on one of the "thru streets" to serve the south end of the new development **Coeur Terra**. We have concrete or asphalt **driveways**, **landscaping** and **mailboxes** up to the pavement of Arrowhead. Many of us have **fences** also within the 12-13 1/2 foot boundary of City right of way. We have photos of the driveways and landscaping on the last page of this letter, for your reference.

We all have "one-acre" lots. Many of us were members of the Indian Meadows Homeowner's Association. Sidewalks came up to the east border of Indian Meadows, but as a **low-foot-traffic, horse rich, low density** neighborhood, we were inclined to landscape and access right up to the pavement. It gave our neighborhood a special charm and beauty. Compliments abound for **streetside flowers**. **Quail** love the **junipers**. It's the most beautiful part of our special, so far most beautiful city in the U.S.

We would like to **KEEP OUR LANDSCAPING**, **OUR FENCES** and **OUR DRIVEWAY ENTRANCES** as they exist. **Please do not widen our street** (there should be no fast-traffic-left-turn issues on Moccasin and the other north-south streets with low traffic).

PAGE 1

We are aware that moving utility poles in our neighborhood (to gain street width) will be very **expensive** to the city, as well.

We are also concerned about a **possible oversight by planners**: Nez Perce lines up E→W with **Mullan** thru Coeur Terra and is already a much **wider access/exit** to the new development. **Nez Perce** is also **centered north-and-south** into the greater development, and has some potential for high traffic barrier fence on the north side right of way, as anticipated already by residents on that road (as evidenced by solid fences and driveways built onto Buckskin and **Moccasin**, not Nez Perce).

Nez Perce also will feed quickly into **W. Kathleen Ave**, Holy Family School, U.S. Forest Service, B.L.M., Ramsey Elementary School, Woodland Middle school, Kootenai dump site, law enforcement, city fire station, a large gravel pit facility, Fred Meyer and nearby businesses: restaurants, Parker Toyota, Super 1, Auto Parts, Charter Academy, Home Depot, Idaho Rec with Fish and Game, Spectrum and other public and commercial outfits.

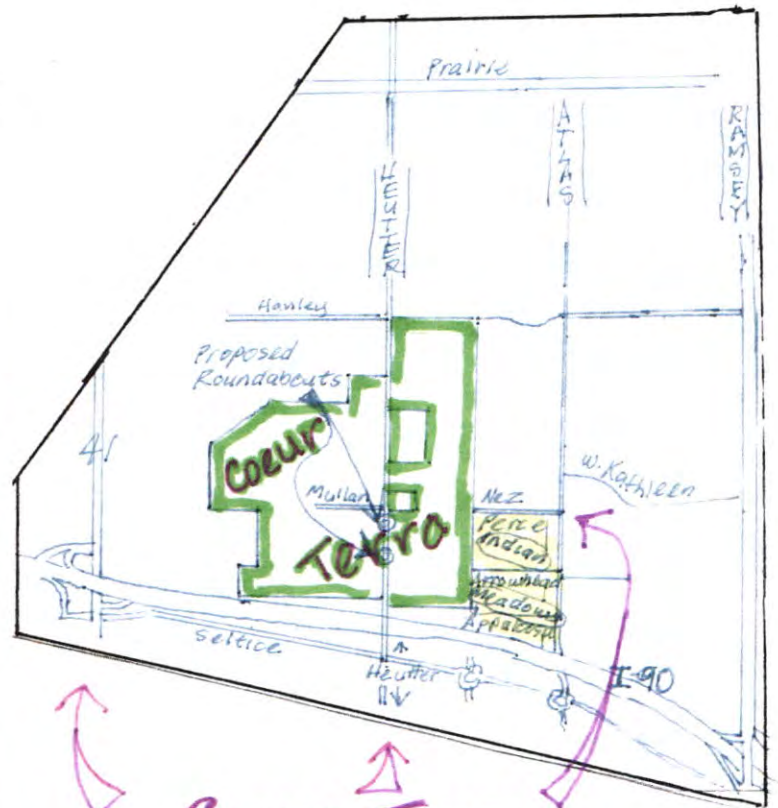
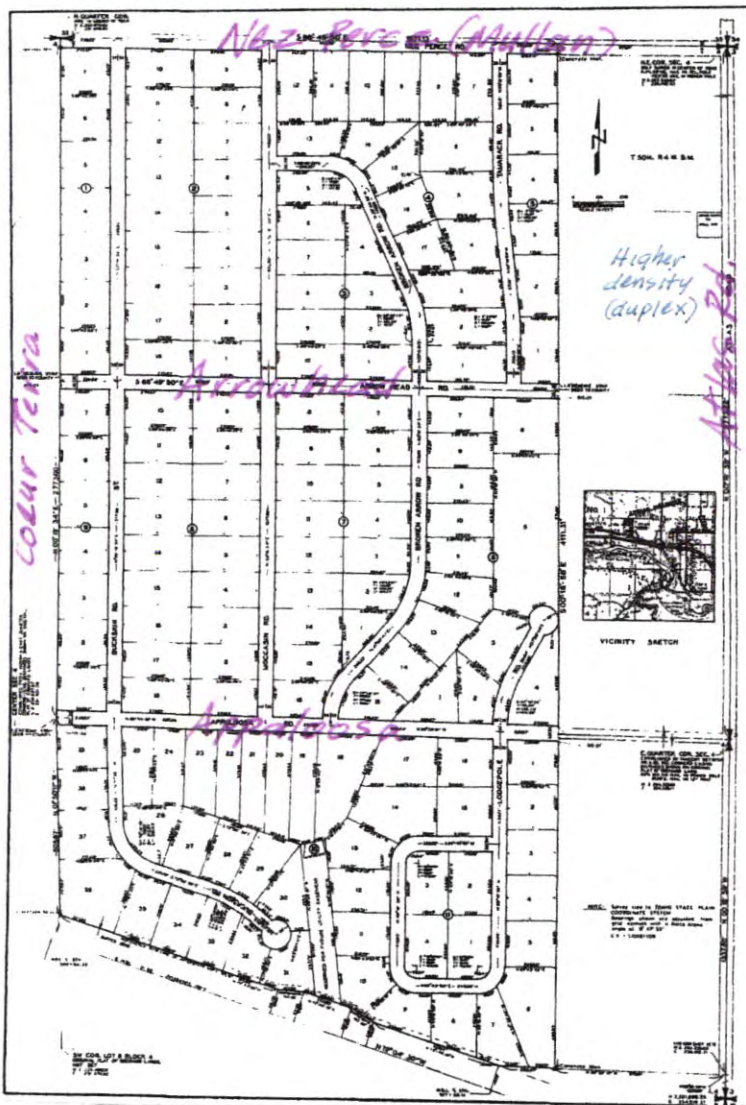
**THIS GUARANTEES HEAVY PUBLIC-
SAFETY AND COMMERCIAL TRAFFIC
ON MULLAN ↔ NEZ PERCE** ^{(for decades).}

(See Page 4 for a general map of this route.)

Below is a platt of Indian Meadows bordering Coeur Terra. There is a street map showing I-90 exchanges at Ramsey and Hwy. 41, depicting access to Coeur Terra aside from through our neighborhood. Note that Heutter road should be considered the "high-traffic" access to I-90 (and we see some more motive in that fact for expanding North-South traffic via Heutter).

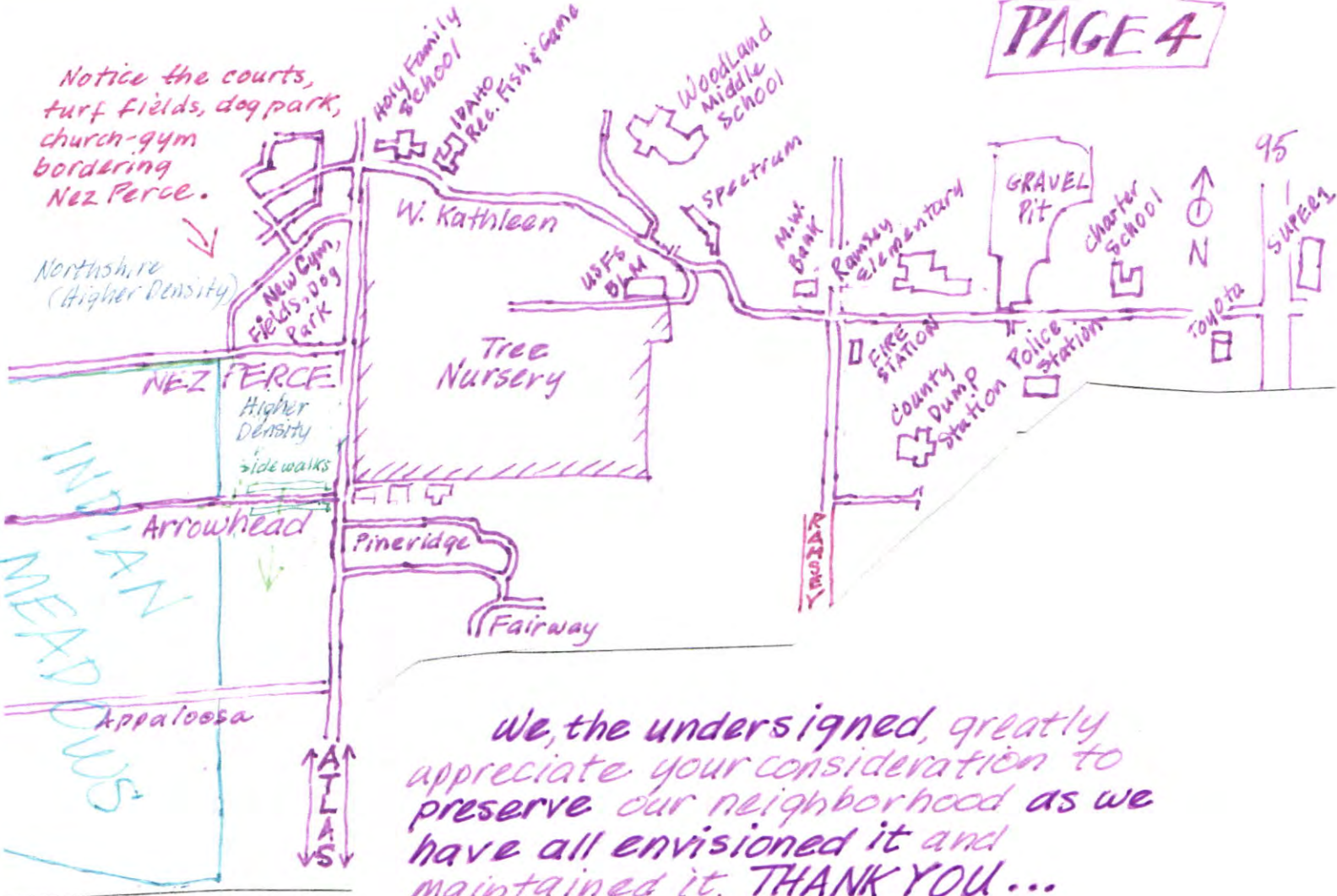
We fully support increased housing in our city. Lakeside Capital Group LLC and it's subsidiary Kootenai County Land Co. and the builders involved have a good plan for use of this special place on the prairie. Please don't let it spoil our special place in the pines.

INDIAN MEADOWS



Coeur Terra access

Notice the courts, turf fields, dog park, church-gym bordering Nez Perce.



We, the undersigned, greatly appreciate your consideration to preserve our neighborhood as we have all envisioned it and maintained it. THANK YOU...

TRIPOLI MEADOWS

WEBBER

Arrowhead

Signatures:

- Mike Curtis name
- Ree name
- Signature
- Buckskin name
- Donald name
- Signature
- Don Schmitt name
- Signature
- Rickie Matthews name
- Signature
- Robert name
- Signature
- John name
- Signature
- Nancy M Barr name
- Signature
- Nancy M Barr name
- Signature
- Theresa Potts name
- Signature
- Theresa Potts name
- Signature
- Deborah name
- Signature
- Broken Arrow name
- Signature
- Arrowhead name
- Signature

PHOTOS of Arrowhead driveways, landscaping, fences & mailboxes on PAGE 5



From the desk of Roger & Lorelei Ruddick, May 9, 2022.

To the Coeur d'Alene City Planning and City Council ~

Dear fellow citizens,

As property owners on Arrowhead Road and the surrounding neighborhood, it comes as quite a surprise to many of us to hear that our roads are to be widened and extended to accommodate traffic from a large housing development yet to be built. We are shocked, and somewhat suspicious, that as the people who would be most affected by this proposal, we have never been contacted by anyone from the city or road planning commission or the developers themselves. Some of us have only recently heard of this proposal by word of mouth from our neighbors in the Indian Meadows community.

The primary concern we have is the increased traffic, through roads, stoplights, etc., would completely change the quasi-rural character of our neighborhood. For the past nearly 50 years, this has been a low foot traffic, low vehicle traffic, low density neighborhood, complete with resident goats and horses. We enjoy walking our dogs and meeting our neighbors and chatting in the streets.

Our guess is that none of you have ever visited our neighborhood and we invite you to come.

We understand that growth happens.

We understand the need for more housing.

We even understand people not caring about things like this because it doesn't affect them personally.

What we can't understand is adopting a plan which seems like a short sighted willingness to "solve a problem" by destroying part of what makes our city so delightful, lessening our quality of life, and the probability of lowered property values.

Leanne Robb
Jamie Bell
(3704 N. Tamarack corner of Arrowhead)

There are other options. We suggest going around.

Yes. Go around.

Wallace, Idaho is a perfect example. Instead of ruining the town, the interstate went around. If you've ever been to Wallace you will agree that the best decision, not the easiest, was to preserve that town in all it's charm and glory.

Atlas Road, the egress area for all this extra traffic, is one lane in each direction.

Far better for the traffic to be diverted around to Seltice to the south and Hanley to the north.

We ask you to consider going around.

Thank you from all of us on Arrowhead Road and all of Indian Meadows!

3059 N. Bucksland
Mike & Deborah
Rick & Nancy
Mathews
4208 CDA ID 83815
Sharon & Don
4203 W Arrowhead
Dayna Williams
4211 W Arrowhead Rd.
Nancy M. Bark
4107 Arrowhead Rd.
CDA Idaho - 83815

Janie Charleski
DAN & JULIE CHARLESKI
4212 W ARROWHEAD RD
Sheresa Potts
4103 W. Arrowhead Rd.
CDA 83815

3610 Broken Arrow Rd
Coeur d'Alene 83815
Roger & Lorelei Ruddick
5.7.22
ROGER AND LORELEI
Ruddick &
4108 W ARROWHEAD RD
CDA, ID 83815

FORNICK & DEBORAH WILSON
4104 W. Arrowhead Rd.
Deborah Wilson
Terry & Rebecca J. Wilton
3609 N. Bucksland

December 18, 2022

Mayor, City Council, City Administrator
CC: City Planning Development, Coeur Terre Development
City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, Idaho

RE: Coeur Terre Development - Negative Impacts

Dear Mayor, Council, and City Administrator,

My name is Don Webber and I live at 4211 W. Arrowhead Rd. in Coeur d'Alene. I wanted to talk to you tonight (by proxy) regarding a topic that you have been hearing about over the past few Council meetings - the negative impact expected in our neighborhoods by the Coeur Terre development. I sent this note to you by email, so you should have it in the Council packet you're holding tonight. Our neighborhood has also sent two additional letters to you, along with more than 200 signatures of like-minded neighbors who share the same concerns.

You will soon be asked to review the Coeur Terre Development Agreement. We are asking that the City Council ensure that there is language in that Agreement that addresses our concerns and protects our neighborhood for the duration of the Coeur Terre development process.

The reason we are seeking language in their Development Agreement is because we have seen recent evidence that this Council (along with your Planning Commission) is allowing uncontrolled growth - specifically, unfettered, high-density growth, in our wonderful community.

Growth is both necessary and good. But ONLY when it is well-planned, controlled, and takes the well-being of the entire community into consideration.

Strategic plans and Comprehensive Plans are excellent tools. But ONLY when you follow the guidelines and objectives in the pursuit of your stated goals.

Our reluctance to place our neighborhoods' future into your hands or the developer's hands is based on past and recent performance by this body. I've included a photograph of the three-story apartment buildings at the intersection of Atlas and Seltice. You will notice that your own stated objective of "maintaining sitelines to the Spokane River", contained in your recently adopted Comprehensive Plan, was NOT followed. Thus, creating the eyesore that now exists. That particular property has significant grade changes and there was no reason that these three-story boxes couldn't have been set at a lower level.

Another example of not adhering to the Comprehensive Plan is last week's recommendation by the Planning Commission to approve an increase in density in the next Phase of The River's

Edge project that you have previously denied. That proposal includes 4-story apartment buildings more than 50 feet high - thus replacing 28 single family homes with 296 multi-family units! This will obviously further block the site lines to the river, not to mention an after-the-fact density increase.

That same Comprehensive Plan calls for the protection of Heritage Neighborhoods, but it seems that the City is choosing to ignore certain stated objectives. We are a Heritage Neighborhood. Please do not allow our neighborhood to be ruined.

Please help us to trust you and the process as you represent current residents.

Please ensure us that there will be language in the Coeur Terre Development Agreement stating no traffic is to be allowed through our existing local streets.

Thank you.

Don Webber

Comp.Plan Objective; "Maintain site lines to river"



Failed attempt at meeting Objective

From: [BADERTSCHER, SHERRIE](#)
To: [STUHMILLER, SHANA](#)
Subject: FW: Coeur Terre Egress Concerns
Date: Tuesday, January 17, 2023 10:00:20 AM

Would you please add to the comment file?

Thanks!

From: Vikki Conway <vikkiconway@gmail.com>
Sent: Tuesday, January 17, 2023 9:06 AM
To: MCLEOD, RENATA <RENATA@cdaid.org>
Subject: Coeur Terre Egress Concerns

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

To the City Council,

I reside at 3504 Moccasin Road, in Indian Meadows, Coeur d Alene.

Coeur Terre is proposing eventually having 12,000 homes between the Coeur d Alene portion and the Post Falls portion on either side of Heutter. As the average home has 2 vehicles, not accounting for teenage drivers or roommates, we need to anticipate a huge increase in traffic over the next few years. In addition, there is also businesses and school traffic to consider. And don't forget the construction traffic while building is being done. All of this will destroy our quiet, R1 zoned neighborhood. Are the main roads being built taking all of this into account? Maybe.

Using Appaloosa, Arrowhead, Woodside and Nez Perce as through streets will disrupt our neighborhood and put an unnecessary burden on homeowners. We are seniors, multi-generational homes, elder care and or homes with children. We also have homes with dogs and cats, goats and horses and chickens. And don't forget the occasional deer or moose. There are better ways to do this. Also, that traffic can't get past Atlas as all of the proposed streets end at Atlas.

To widen our neighborhood streets would entail taking away from existing properties and forcing people to incur the expense of redoing their landscaping, losing part of their property and lowering property values.

Huetter should bear the burden of this additional traffic. Make Heutter a 4-lane road now to handle the traffic as it increases and not wait until 5 years down the road when it's more expensive and the roundabouts are obsolete.

The development at Seltice is already being built, please don't add Coeur Terre to the mix.

We are not against growth in our city but please do not destroy our neighborhood in the process.

Thank you for your time and I hope you appreciate and understand our concerns.

Vivian Conway, Jeri King and Tamara Conway-King

From: [PATTERSON, HILARY](#)
To: [STUHMILLER, SHANA](#)
Subject: FW: Coeur Terre Project
Date: Thursday, December 29, 2022 11:25:40 AM

Please add to the Coeur Terre correspondence folder.

From: MCLEOD, RENATA <RENATA@cdaid.org>
Sent: Tuesday, December 27, 2022 10:44 AM
To: PATTERSON, HILARY <HPATTERSON@cdaid.org>; HOLM, SEAN <SHOLM@cdaid.org>;
BADERTSCHER, SHERRIE <SHERRIE@cdaid.org>
Subject: FW: Coeur Terre Project

Not sure if you were blind cc'd on this...

From: Vikki Conway <vikkiconway@gmail.com>
Sent: Monday, December 26, 2022 10:08 AM
Subject: Coeur Terre Project

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

I understand that this new development will become our new neighbors, however I do have issues with how this will impact our existing neighborhood of which I have lived here in Indian Meadows for just shy of 11 years. Why is it that something this big that will affect our entire neighborhood is just now coming to light by word of mouth to many of us. I understand some neighbors heard of this in October but many have been kept in the dark. Something should have been mailed out to our entire area to appraise us of this major change to our lives.

We went through months of work done on Seltice and in the end we still have only a two-lane road in each direction with two roundabouts added. Now we are getting between 380 and 680 new homes / apartments on Seltice which will add between 740 and 1480 minimum cars onto Seltice. The average household has two vehicles. Atlas is only one lane in each direction and has high traffic now. Many of those new cars from Seltice will be filtering onto Atlas. There appears to be no way to widen Atlas. We have been hearing rumors for a few years of an off ramp from Hwy 90 at Huetter that would relieve some of the burden on Atlas. Is this still in the works?

Opening up Appaloosa, Arrowhead, Nez Perce, Woodside and Spiers would be an unnecessary burden on our entire neighborhood. Our neighborhood was not built for that type of traffic and if a light is added to Atlas vehicles will start flying down our side streets to bypass the light. Nez Perce is wide enough to have lanes added and handle heavier traffic but Arrowhead and Appaloosa are not. How will those properties be affected?

Having lived in a high-density housing area before, moving to Indian Meadows was a dream come true, we found a home in a Low-Density development. We do not want sidewalks to maintain or excessive traffic. We also do not want our zoning to be affected. Our children and grandchildren want the ability to play safely in front of our

homes and ride their bikes and our older neighbors, of which I am one, want to safely walk our dogs down our roads and stop and talk to neighbors. We are also a horse friendly neighborhood and the additional traffic will put all of this in danger. Also, all mailboxes are on one side of the street on streets going north and south, ie Moccasin, Buckskin, etc. so this will also become hazardous. This will impact so many aspects of our lives and not in a good way. We don't need nor want the heavy equipment of the builders coming through our neighborhood either, tearing up our streets and causing massive congestion for months. Making a High-Density development have access through our Low-Density development will adversely affect our development and we will lose much of what was planned for our neighborhood and what makes it so appealing. Additionally, how will all of this affect our property values? Will it drive our values down? We are now a sought-after area to live in, but for how long?

If Coeur Terre is going to contain a school that will add even more congestion with more buses and parents racing down our streets to pick up and drop off their children twice a day.

With the building of Coeur Terre, which will be even much larger than the Seltice project, the traffic from this new "high density" development should all be routed onto Huetter Rd. There is the ability to widen Huetter to accommodate these vehicles prior to building and Hanley is already available as a cut through to Ramsey and 95 as a 4-lane road. Huetter already connects to Seltice, Hanley, and Prairie for access to downtown and Hwy 95 business.

We are not against growth in our city but please do not destroy our neighborhood in the process.

Thank you for your time and I hope you appreciate and understand our concerns.

Vivian Conway, Jeri King and Tamara Conway-King

3504 Moccasin Road

From: [HOLM, SEAN](#)
To: [STUHMILLER, SHANA](#)
Subject: FW: Coeur Terre Support Letter
Date: Tuesday, January 24, 2023 2:55:19 PM

FYI

From: MCLEOD, RENATA <RENATA@cdaid.org>
Sent: Tuesday, January 24, 2023 2:03 PM
To: HOLM, SEAN <SHOLM@cdaid.org>; PATTERSON, HILARY <HPATTERSON@cdaid.org>
Subject: FW: Coeur Terre Support Letter

Not sure if there were blind cc's on this, so passing it along for public comments. Renata

From: Levi Snyder <levistheauthor@gmail.com>
Sent: Tuesday, January 24, 2023 1:39 PM
To: MCLEOD, RENATA <renata@cdaid.org>
Subject: Coeur Terre Support Letter

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To Whom It May Concern,

I am writing to express my support for the further approval of the Coeur Terre development. This development presents many opportunities for workforce housing and thoughtful improvement to the Coeur d'Alene to Post Falls corridors.

Sincerely,
Levi Snyder
4363 W. Woodhaven Lp. Coeur d'Alene

STUHMILLER, SHANA

From: ANDERSON, HILARY
Sent: Monday, June 06, 2022 2:18 PM
To: MCLEOD, RENATA; TYMESEN, TROY; ADAMS, RANDY; BOSLEY, CHRIS; GREENWOOD, BILL; HOLM, SEAN; BEHARY, MIKE; STUHMILLER, SHANA
Subject: FW: Concerns about Huetter Bypass, making it Scenic Corridor & Coeur Terre Development

See email from Glenn Miles below.

From: ANDERSON, HILARY
Sent: Monday, June 06, 2022 2:15 PM
To: G Miles <gmiles@kmpo.net>
Subject: RE: Concerns about Huetter Bypass, making it Scenic Corridor & Coeur Terre Development

Thank you, Glenn. I appreciate the additional details. We will share your email with the Planning Commission and City Council so that they have the background and full picture.

From: G Miles <gmiles@kmpo.net>
Sent: Monday, June 06, 2022 2:04 PM
To: ANDERSON, HILARY <HANDERSON@cdaid.org>
Subject: RE: Concerns about Huetter Bypass, making it Scenic Corridor & Coeur Terre Development

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

Good afternoon Hilary,

Thanks for forwarding the information. As you know, the corridor was officially approved by elected officials on the KMPO Board in 2009. The corridor was updated in July of 2022. The corridor is adopted in the KMPO Metropolitan Transportation Plan and a designated corridor on the Federal Functional Classification System as an National Highway System future route. Several individuals have moved into the adjacent area since that time and some who participated in the original extensive public involvement process in 2009, do not want the long planned for corridor to move forward.

I am very aware of Mr. McGhie's concerns. As Mr. McGhie has been informed, the U.S. 95 Alternate Corridor has been accepted by the ITD Board and was funded for completion of the environmental documents by the Idaho Transportation Department Board in May 2021. The effort has been assigned to the ITD District 1 Office who is contracting with HDR Engineering to conduct the effort.

Mr. McGhie (and others he is associated with) have expressed his concerns to the KMPO Board. I have also been told by ITD District 1 staff that he has also been assured that the ITD District 1 Office will keep him apprised of opportunities for stakeholder involvement and participation during the environmental process.

Regards,

Glenn

From: ANDERSON, HILARY [<mailto:HANDERSON@cdaid.org>]
Sent: Monday, June 06, 2022 1:32 PM
To: G Miles <gmiles@kmpo.net>; amarienau@kmpo.net
Subject: FW: Concerns about Huetter Bypass, making it Scenic Corridor & Coeur Terre Development

FYI.

From: Ronald McGhie <mcghie1945@gmail.com>
Sent: Monday, June 06, 2022 12:55 PM
To: ANDERSON, HILARY <handerson@cdaid.org>; MCLEOD, RENATA <cityclerk@cdaid.org>
Subject: Concerns about Huetter Bypass, making it Scenic Corridor & Coeur Terre Development

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

Attn:Hilary Anderson, MS

Please see the attached letter about concerns I would like to discuss with you. I need to know your opinion on the best way to present them to the Planning Commision and the City Council. Attached also is what I have sent to ITD and Gabe Gallinger at Lakeside Capital Group for your information..

Also attached are my June 7th public comments for the city clerk. I would like to have the city clerk get copies of Hilary's letter and all the others docx as they are all related to my comments on the June 7th Resolution No. 22-025 to the City Council.

Thank You

Ronald C McGhie
Big Sky Estates



HAYDEN AREA REGIONAL SEWER BOARD

Protecting the Aquifer Since '88

10789 N. Atlas Road • Hayden, Idaho 83835 • Fax (208) 772-3863

Ken Windram, Administrator
Phone (208) 772-0672

January 27, 2023

Coeur d'Alene Planning Department
710 E Mullan Avenue
Coeur d'Alene, ID 83814

Re: Item A-4-22 Public Hearing Comment

To Whom It May Concern:

The Hayden Area Regional Sewer Board (HARSB) received notification of the Public Hearing for Item A-4-22 regarding the annexation of approximately 440 acres south of Poleline between Huetter and the City Limits.

The HARSB collects, treats and appropriately disposes of wastewater from the Hayden Lake Sewer District, City of Hayden, and the Kootenai County Airport. The treated wastewater is discharged during the winter months to the Spokane River, through a sewer pipeline along Atlas Road¹. This is currently the only pipeline to the river discharge.

The HARSB Facility Plan (dated October 2018, prepared by J-U-B Engineers, Inc) outlines a critically important improvement to the discharge pipeline system, proposing to install a second sewer pipeline along Huetter Road. This provides redundancy in the scenario that the Atlas pipeline is damaged or needs to be maintained during the discharge season. The cost feasibility of this improvement relies on the cooperation of proposed development(s) and other jurisdictions.

Therefore, HARSB is submitting a public comment requesting the proposed development include a utility easement for the purpose of the HARSB sewer pipeline along Huetter Rd.

Please feel free to contact me with any questions (208-772-0672).

Sincerely,

Ken Windram

Ken Windram
Administrator
Hayden Area Regional Sewer Board

KW/amw

¹ The treated wastewater is disposed of through land application during the summer months, at a site on the Prairie.

June 5, 2022

Hilary Anderson, MS
City of CDA
Community Planning Director

I recently watched the videos of both the planning commission and city council approval of the CDA Comprehensive Plan 2022-2042. I must say I was very impressed with you and your staff's presentations and replies. After reading the plan, I can say it is a good plan for a downtown urban city but lacking in the area covering the city's transition to adjoining rural areas.

I live in Big Sky Estates on the south side of Big Sky Drive. My home is on the second lot west of Huetter and my son owns the lot adjacent to Huetter Road. We both are members of the No Huetter Bypass Group.

Huetter Bypass

We have worked with Dave Callahan at the county to stop the proposed overlay until the ITD Bypass NEPA study is complete.

Instead of the Bypass, I have been proposing an Alt I-90 Corridor from Hwy 53 at PV interchange along the BNFS RR that crosses the Prairie on the south side of Wyoming. After crossing Hwy 41 it goes along the easterly side of the UP RR to Hwy 95 above Boekel Rd. The existing Huetter Road may need a turn lane, but it is ridiculous to remove and lower the road while making a 354-foot-wide Bypass. Unfortunately, KATT and KMPO have failed to consider anything that would actually help the problems on Hwy 95 or I-90 in their goal to get the traffic off the Rathdrum Prairie. (See attached letter to Damon Allen and Mega Jahns).

Scenic Corridor

I would like to see the existing Huetter Rd declared a Scenic Corridor and protected. This scenic corridor is one of the last rural-agricultural routes that still runs through the Rathdrum Prairie, from Seltice Way to Boekel Rd. I will be asking all government agencies to help protect the view along this route through zoning and community cooperation. The public should not have to look at high-rise buildings along this corridor!

Coeur Terre Development

For the last several years I have kept in touch with Gabe Gallinger PE, who is the Land Development Manager for Lakeside Capital Group. He has kept me informed on the progress of the Coeur Terre Project. When he first told me they were going to meet with your office around the first of May, I called your office and asked if it was going to be a public meeting. I was informed the public meeting would be around June or July.

I am not against appropriate or reasonable growth, but I don't think the present vision of the Coeur Terre development is close to being either appropriate or reasonable. (See attached email to Gabe Gallinger)

The area along both sides of Huetter Road have been agricultural and rural 5 acre minimum since zoning was established. I fully understand why the agricultural land is being sold and buyers' right to develop. However, the development should have to be reasonable with the ACI area and the surrounding community.

During the declaration for annexation stage, I urge you to consider the following:

1. The Comp Plan 2022-2042 is a good plan for a city but is heavily weighted by the CDA 2030 group that uses the United Nations 17 Sustainable Development Goals and the CDA Economic Development Organization. While their goals of high density and commercial development and zoning may fit in the urban city, it does not fit this rural and agricultural area.
2. The Comp Plan 2022-2042 on page 7, showing the Reference to State Statute, does not show any Policy Framework being considered under the Special Areas or Site. On page 61, it states, "Although the role of the Comprehensive Plan is primarily to address citywide planning issues, it can be challenging to address the specific issues and needs of the areas. (This should be addressed in an amendment to the plan making the existing Huetter Rd a Special Area.)"
3. Action CI 2.1C02 states, "Foster a collaborative relationship with surrounding communities to manage development transition at the city and county limits and establish unique identities while maintaining connectivity. Consider mutually agreed upon wayfinding signage and open space buffers in transition areas." (A buffer is needed to protect the scenic Huetter Corridor.)
4. Action ER 2.2.C01 states, "Review and consider changing the Zoning Code to discourage obstruction of open view corridors of both public and private parks, green spaces and natural area". (How about R1 -1ac. zone along both sides of the existing Huetter Rd. with open green areas and trees.)
5. Action ER 4.1.J01 states, "Partner with other organizations to identify potential funding strategies and management structures to preserve open space on the Rathdrum Prairie for public benefit." (Ask Lakeside Capital to provide green areas with trees along both side of Huetter Rd.)
6. Action GD 1.7.C1 states, "Establish a visual resources inventory in community and determine if there are specific guidelines that should be

defined and established in the City Code for public view corridors in development projects.”

7. I ask, what is a community? Is it the block, the track, the neighborhood, the town, the city, the county, the state, or is it a particular ethos? How does one community affect the others? Are there things each separate community does to help each other or the entire community? One would think that saving a scenic rural road through the Rathdrum Prairie would be a benefit to all the drivers no matter where they live. **If these scenic routes are not protected now, they will soon be gone.**
8. We do not need a Town of Coeur Terre! Please don't ruin what little rural area we have left. **The traffic that these proposed densities and zoning would create would be intolerable!**
9. Currently, the Coeur Terre project area is KC-Rural and Agricultural, with CDA- R-1, R-3, and R8 to the north, south, and east, with no building over two stories. It would be nice to see 1ac lots along Huetter with green areas and trees, with nothing over the densities allowed in CDA R8 zonings throughout.
10. The developers have done a good job to the north, without three story building, commercial, and very high-density design. The new paper on June 2, 2022 stated, "Architerra Homes steps up for the community" and "We want to come up with creative ways to support the community." I hope this is true and that you will ask for their help.
11. Please work with developers, Kootenai County, and all the cities and State ITD to stop the Huetter Bypass and make it a protected scenic rural road through the Rathdrum Prairie, from Seltice Way to Boekel Road. It's now or never and the only good rural route remaining.
12. It's premature to design a development anywhere within a ¼ miles from either side of the existing Huetter Rd. until ITD decides about the Bypass.

Hope to meet you at the Tuesday Council Meeting.

Ronald C McGhie
7253 W Big Sky Drive
970-759-9697

Historic Preservation Commission Meeting June 23, 2022

Please submit my Public Comments

Attn:

Shana Stuhlmiller

Public Hearing Assistant

Planning Department, City of Coeur d'Alene

My name is Ronald C McGhie, and I live at 7253 Big Sky Drive, which is the first house w/o Huetter Road on the s/s of Big Sky Drive. My son is the owner of the lot between me and is adjacent to Huetter

I thank you for your time today and I am here to request your assistance in making the existing Huetter Road a protected Scenic Rural Corridor through the Rathdrum Prairie from Seltice Way to Boekel Road.

After I purchased my home in 2015, I became aware that KCATT has been studying the Huetter Corridor since the 1970's, and KMPO and the State ITD has been studying this Corridor since 2003. After reviewing many of these studies, it's obvious that protecting the Rathdrum Prairie and this scenic Corridor was not high on their list. My family has had the pleasure of driving this Scenic Corridor and enjoying the view for the last seven years. I have now decided to try and get all the cities, county, and the state to consider protectngi this treasure for my children and the public for the future.

The KMPO April 2009, Huetter Corridor Right of Way Needs Report, on page 67 Environmental Conclusions summary states,

"North of Interstate 90, land use along the Corridor is primarily agricultural with rural large lot developments on the west and urban density are residential development from Poleline Avenue to Prairie Avenue. Areas north of Prairie Avenue are primarily rural in nature with agriculture being the predominant use."
[The environmental scan revealed] *"Natural ecological communities have undergone nearly complete conversion to agriculture and urban land uses."*
[The Recommendations state] *"There are no known environmental constraints with the Huetter Corridor study area that would preclude development of a high-speed route.... For most resources, some additional data collection and documentation would be necessary to confirm that impacts would be low or easily mitigated."*

I must point out that the references to urban density and urban land used in the KMPO Needs Report are very questionable. The area within a half mile of either side of Huetter Rd appears to have been agricultural from 1982-1992, with rural large lots being added on the west side around 1998-2005. The Residential Landing and Trails developments

were added after 2006. Currently, the entire area within a half mile of Huetter Rd., including the Area of City Impact, appears to be void of any commercial, retail, or urban type development or building over two stories.

The Huetter Bypass would totally destroy this beautiful area! KMPO has now turned over the study to ITD for environmental assessment. To remove this scenic corridor and lower the portion adjacent to the ACI to 26 feet below the existing pavement is totally insane. In trying to mitigate one problem, KMPO has created several more.

I am a member of the No Huetter Bypass group, and our members have been contacting the ITD and will be contacting the City of Coeur d' Alene. The proposed bypass route should be stopped before the city approves any annexation request. I have submitted an alternate route for the ITD to consider. (See attached)

I am not against appropriate or reasonable growth, but I don't think the present vision of the Coeur Terre development is neither appropriate nor is it reasonable!

Their presentation at the Kroc Center displayed the vision of urban townhouses, commercial shops, and three-story buildings with an extremely high density that does not fit in with the current rural area or the nearby residential development. Can you picture driving down a scenic corridor to look at four story buildings with outside parking? The extremely high density of this project will make the traffic intolerable in the rural and residential area.

Lakeside Real Estate Holdings is doing a reasonable and appropriate development at the Trails. They should be required to do a similar development in the ACI area. The CDA Comprehensive Plan on page 43 shows the Area of City Impact to have a land use type of Single-Family Neighborhood along with Urban and Compact Neighborhood or Mixed Use. To save the Huetter Scenic View, the cities land use type of the Urban, Compact, or Mixed Use, high density should be removed from the ACI area. Single-Family Neighborhood land type should be required. Please consider requiring larger lots, green areas, and trees along and adjacent to Huetter Route.

I respectfully ask your assistance with the following.

1. Convince members to KCATT, KMPO, and the ITD to find a better route than the Huetter Corridor and help save the Rathdrum Prairie scenic area.
2. Convince Planning Commission and the City Council to understand that the goals they have set are not being properly addressed in the application for annexation of the Area of City Impact. (See attached goals)
3. Like the City of Post Falls, postpone the annexation request until the ITD finishes their environmental assessment.

4. Please let me know if there are any sites or building that currently have any or need Historic Preservation along Huetter Road or in the Rathdrum Prairie beside those previous mentioned.

5. "We recognize that others are drawn to the beauty of our area, continuing to expand our population. *Because we place such high value on our natural surroundings, we responsible plan for, manage and mitigate the impacts of growth on those surroundings.*"-Kezziah Watkins Report

Thank you for your time and consideration

Coeur d'Alene_2042CompPlan

Guiding Principles

Goals & Actions

Not being address properly

Community & Identity Goal CI 1 p 73

Action CI 2.1.C02

Foster a collaborative relationship with surrounding communities to manage development transitions at the city and county limits and establish unique identities while maintaining connectivity. Consider mutually agreed upon wayfinding signage and open space buffers in transition areas.

Environment & Recreation ER 2 p 85

Action ER 2.2.C01

Review and consider changing the Zoning Code to discourage obstruction of open view corridors of both public and private parks, green spaces, and natural areas.

Environment & Recreation ER 4 p 89

Action ER 4.1.J01

Partner with other organizations to identify potential funding strategies and management structures to preserve open space on the Rathdrum for public benefit.

Growth & Development GD 1 p 95

Action GD 1.7.C01

Establish a visual resources inventory in the community and determine if there are specific guidelines that should be defined and established in the City Code for public view corridors in development projects.

Growth & Development GD 1 p 95

Action GD 1.7.C02

Evaluate if building heights in zoning districts adjacent to shorelines should be modified to protect view corridors and limit shadows.

Growth & Development GD 2 p 97

Action GD 2.2.C04

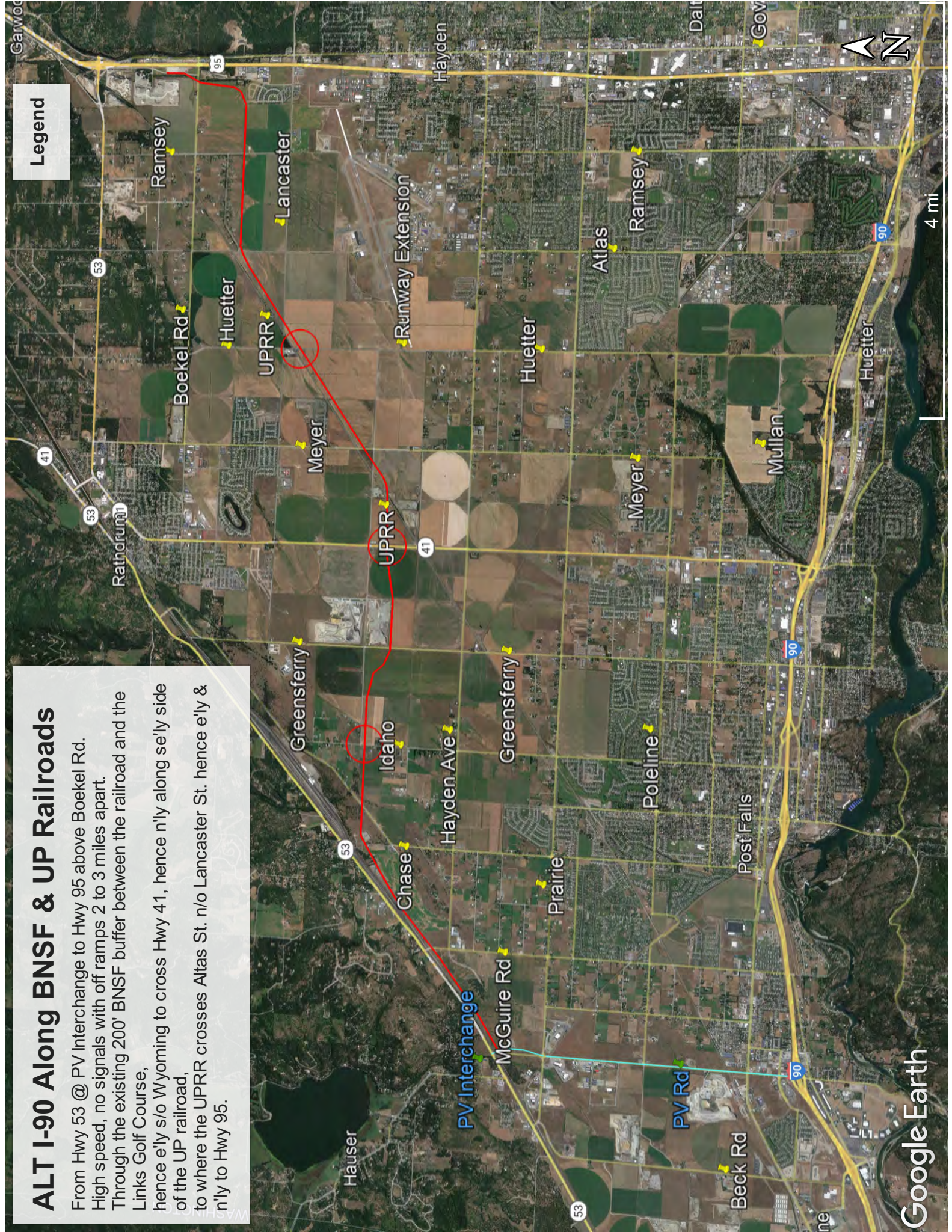
Work with utility providers to relocate existing above ground utilities underground, as viable, as streets and alleys are built or reconstructed providing resiliency to weather and ensuring continued quality service while reducing the visual impacts.

G

ALT I-90 Along BNSF & UP Railroads

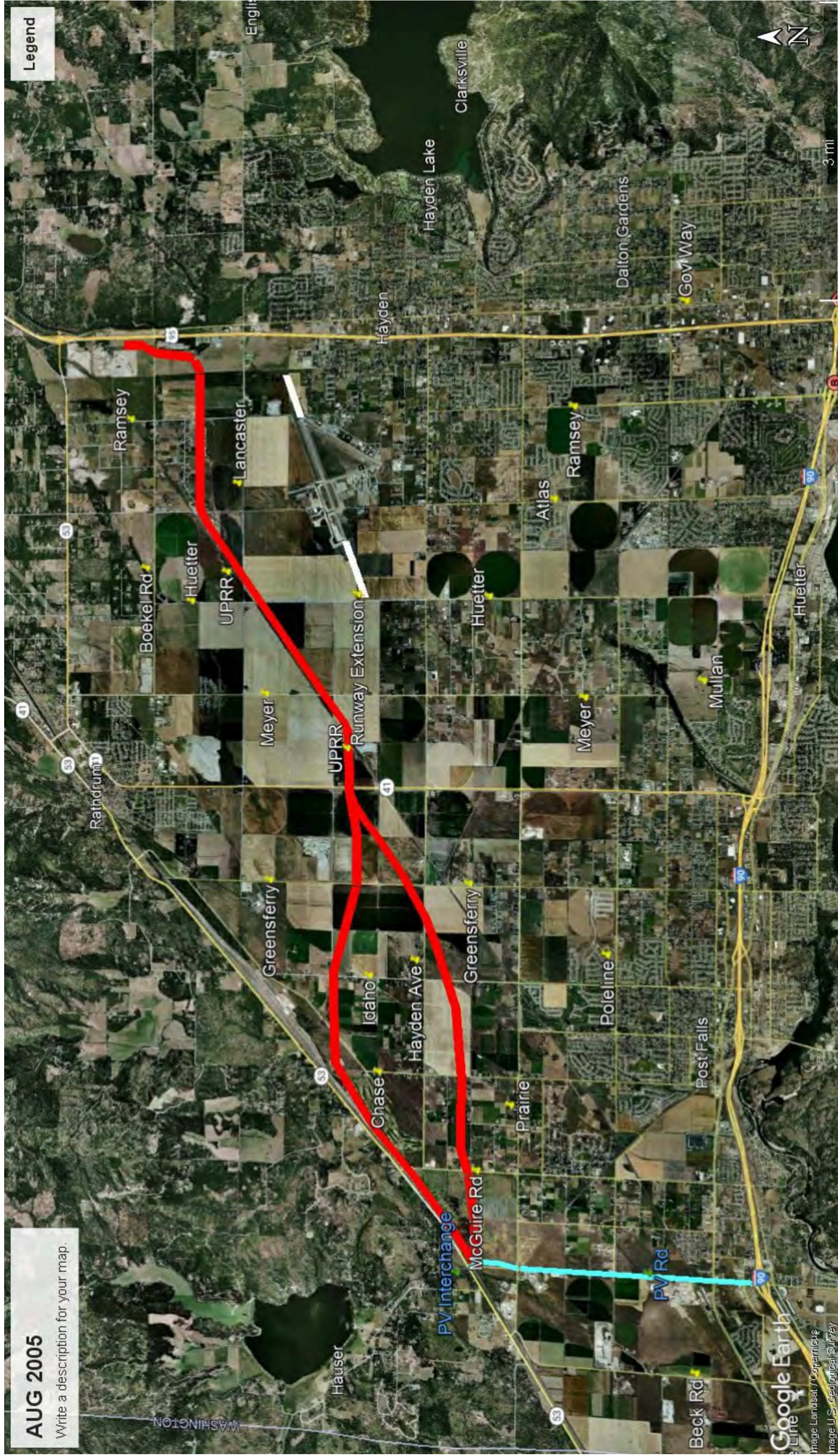
From Hwy 53 @ PV Interchange to Hwy 95 above Boekel Rd. High speed, no signals with off ramps 2 to 3 miles apart. Through the existing 200' BNSF buffer between the railroad and the Links Golf Course, hence e'ly s/o Wyoming to cross Hwy 41, hence n'ly along se'ly side of the UP railroad, to where the UPRR crosses Atlas St. n/o Lancaster St. hence e'ly & n'ly to Hwy 95.

Legend



AUG 2005

Write a description for your map.



Legend



3 mi

November 14, 2022

Dear Mayor Jim Hammond and City Council Members,

Indian Meadows is a special neighborhood within Coeur d'Alene. It is kind of a secret area that most people who have lived in Coeur d'Alene do not know about, unlike Dalton Gardens. Within Coeur d'Alene, this is the only neighborhood that has R1 zoning allowing the owners to have horses, goats, sheep, etc. Our neighborhood is a haven for grouse, moose, owls, raccoons, and many types of birds. We also have wildflowers that bloom throughout the neighborhood. Many of us bought in Indian Meadows because it is a little bit of country in the city. Nothing else like it. Indian Meadows was county and was added into city limits, but we kept our country feel.

The developer who purchased the land off of Hutter Road is wanting access through our neighborhood. The developer wants to widen our streets, which will take some of our land away. The developer wants to trade our green belts for the ones in Coeur Terre. When the developer purchased the property there was no access through our neighborhood. We are not the ones who are developing the land that has been farmed for many many years. We are not the ones who will benefit from the developer. We will suffer the loss of our quiet neighborhood, the loss of our land, the loss of wildlife, and the first right of being a property owner which is the right of enjoyment of our property. Traffic will increase with the approximate twelve thousand new people, and noise will increase. Our lifestyle will decrease.

The developer can do whatever they want with the land that they now own, but they need to use the access it came with off of Hutter. The farmer who has farmed that land never drove farm equipment through our neighborhood to reach the land. The farm trucks and tractors accessed the land from Hutter. The developer will say that we will benefit from the new schools and the shops and restaurants. In today's world, current businesses are struggling to stay afloat. Placing new buildings does not mean that they are wanted or needed. What this area needs is a real mall. This is North Idaho and we do get bad weather. Walking outside between stores in snowstorms is unpleasant. I would rather order from Amazon. Our neighborhood is full of retired residents and has a small percentage of residents with young children. The new schools are a benefit to the city and the existing overcrowded schools, but we should not be punished by the increase in traffic and noise, and pollution due to the poor planning of the school district. Annex the land, but don't change our neighborhood. Progress for the city should not hurt long-time residents.

Please do not allow the developer to take our lifestyle away and our rights as property owners to enjoy our property.

Sincerely,

Brenda Nearpass

3510 N Buckskin Road

Coeur d'Alene, Idaho

From: Vikki Conway
To: [GOOKIN, DAN](#); [EVANS, AMY](#); [WOOD, CHRISTIE](#); [MILLER, KIKI](#); [ENGLISH, DAN](#); [MCEVERS, WOODY](#); [HAMMOND, JIM](#); [MCLEOD, RENATA](#); [PlanningDiv](#); [HOLM, SEAN](#); [Suzanne Knutson](#)
Subject: Letter re: Coeur Terre Project
Date: Wednesday, January 04, 2023 2:35:01 PM

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

This in part was read at the City Council Meeting on 1-3-23

1-4-2023

Coeur Terre Project: info read in part to City Council n 1-3-23

Good evening,

Growth is inevitable. We know it happens and there is no stopping it. However, I would prefer to live in a city that takes the old and what is working into account and not destroy what we have to add the new.

Those of us who live in Indian Meadows, we cherish our surroundings. Peaceful streets where children can ride their bikes and people can walk their dogs and visit with neighbors. Sometimes someone rides their horse down the street and we even have an occasional moose drop by, and get some wonderful photos. It's a quiet neighborhood and we like it that way. Growth does not have to mean we get brushed aside in the scramble for new dense areas. We can both coexist with a little thought.

I have looked at the proposed map of Coeur Terre next to Indian Meadows. I have concerns.

1- Change Huetter from a 2-lane road to a 4-lane, 2 in each direction north to south, this will accommodate the higher traffic Coeur Terre will add. Atlas is already getting heavy traffic and has only two lanes.

2- Open an egress onto Huetter north of Armstrong Farm as this will eliminate the need for access to open on Spears and tie into Nez Perce.

3- The first egress onto Huetter appears to be by the underpass of the highway which makes the egress to West Woodside unnecessary. Why is there a need to weave through a neighborhood when you are mere yards from Seltice?

4- Arrowhead is not needed to accommodate additional traffic when Coeur Terre has Huetter to feed into which will run north/south and ties into Seltice, Hanley, Prairie which run east/west.

Many of our housing developments are not built for through traffic from adjoining developments. That is why we need to focus on our main roads, i.e., Atlas, Huetter, Hanley, Prairie etc. Emergency vehicles don't usually want to weave through all kinds of back streets to get to a call, they will go on main roads as much as possible.

Another consideration is Indian Meadows has only been plowed I think three times this

winter. Appaloosa, Arrowhead and Nez Perce are riddled with sheets of thick ice and new pot holes even now. Before the temperature went up a bit you couldn't see the ice for all the thick slush and mess. Many of our corners even now can only be navigated at about two miles an hour as you slide around. Even our garbage trucks have chains on the tires.

Also, much of Atlas was repaved this summer and due to the heavier traffic, it is riddled with potholes and cracks. They patched some potholes by the gas station and within 48 hours the patches were breaking out. This will continue to get worse when all the homes and town-houses on Seltice are completed with the development being moved up to over 600 units. Adding Coeur Terre traffic to this will be a disaster waiting to happen.

Please be mindful of the changes you may be making to our lives too when you open up our streets to this unnecessary traffic. We have a peaceful neighborhood where we want the quiet and slower pace but still have access to downtown and highways. Please don't ruin our neighborhood to add another "high density" development, we can co-exist without destroying what we have. We have a sought-after area and we also don't want this to affect our zoning or property values adversely.

Let's try to get ahead of our traffic issues before we build something that is outdated and obsolete before it's even completed. Please don't destroy our neighborhood.

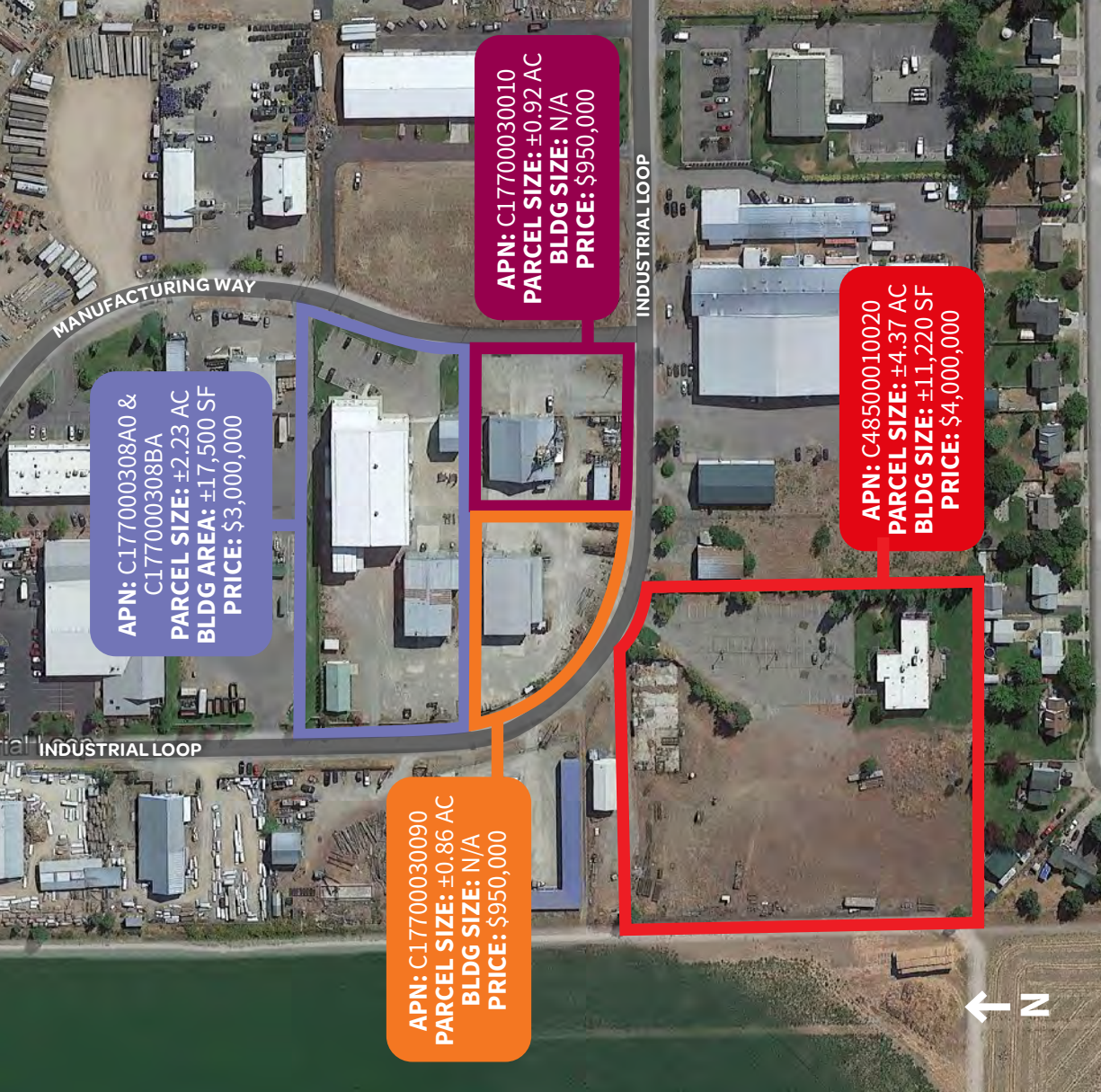
Thank you for your time,

Vivian Conway, Jeri King, Tamara Conway-King
3504 Moccasin Road, CDA, ID

P.S. As of this morning the pot holes by the gas station on Atlas were filled again using what appeared to be a different method.

For Sale

Industrial Loop, Coeur d'Alene, ID

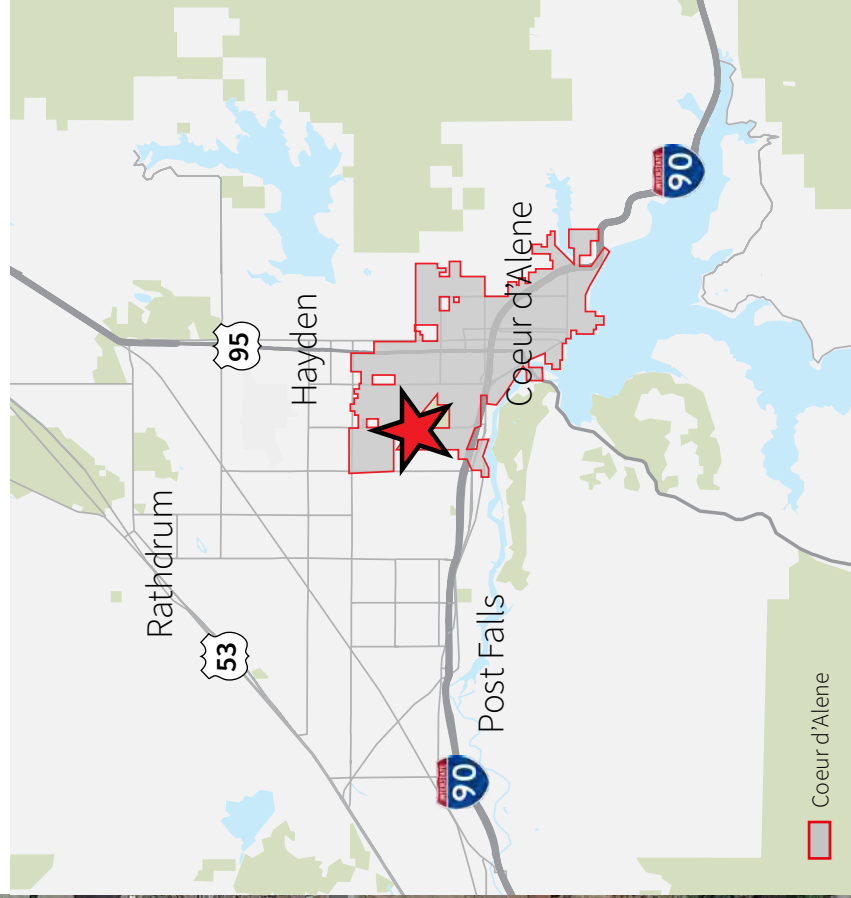


APN: C177000308A0 & C177000308BA
PARCEL SIZE: ±2.23 AC
BLDG AREA: ±17,500 SF
PRICE: \$3,000,000

APN: C17700030090
PARCEL SIZE: ±0.86 AC
BLDG SIZE: N/A
PRICE: \$950,000

APN: C17700030010
PARCEL SIZE: ±0.92 AC
BLDG SIZE: N/A
PRICE: \$950,000

APN: C48500010020
PARCEL SIZE: ±4.37 AC
BLDG SIZE: ±11,220 SF
PRICE: \$4,000,000



Property Highlights

±8.38 Acres

Zoning: Manufacturing

Kootenai County

Pricing: See map above

JARED DEAN SMITH
Senior Associate
j-smith@am.jll.com
+1 509 505 7459
ID RE License #SP54152



Jones Lang LaSalle Brokerage, Inc. Lic. #01856260

3639 W INDUSTRIAL LOOP



For Sale

3639 W Industrial Loop
Coeur d'Alene, ID

APN
C177000308A0 &
C177000308BA

Parcel Size
±2.23 AC

Building Area
±17,500 SF

Pricing
\$3,000,000

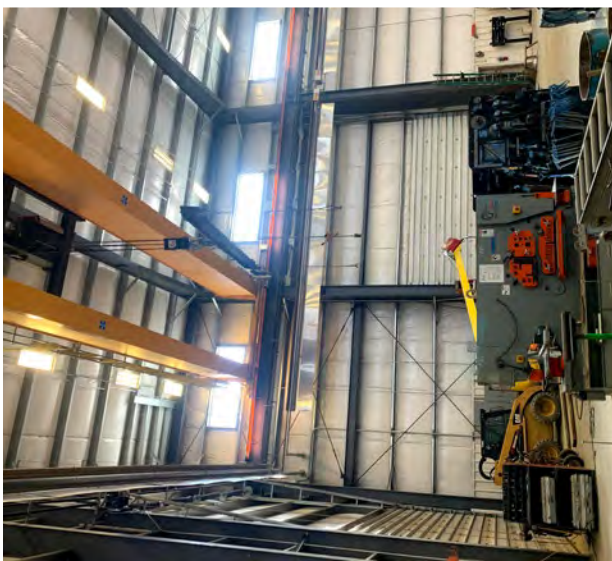
Property Features

- Abundant power
- Small two-story office
- 2 sizable 5 ton cranes
- 1 overhead 25 ton crane
- 30'+ clear height
- 5 drive-in doors
- 17 parking spaces
- ±3 AC of yard / trailer parking
- Equipment available for purchase for buyer

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Senior Associate
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+1 509 505 7459
ID RE License #SP54152

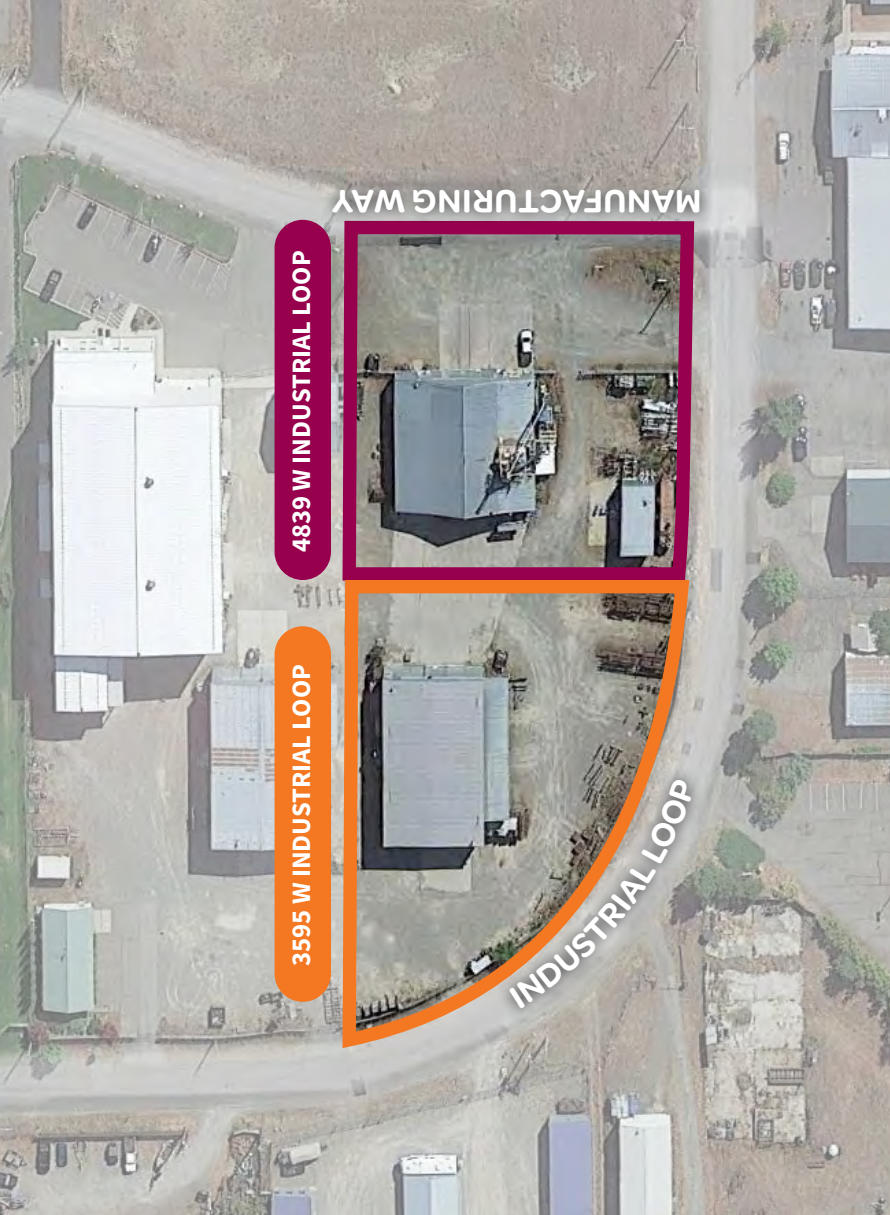


Jones Lang LaSalle Brokerage, Inc.
Lic #01856260



For Sale

3595 & 4839 W Industrial Loop
Coeur d'Alene, ID



APN

3595 W Industrial Loop: C17700030090
4839 W Industrial Loop: C17700030010

Parcel Size

3595 W Industrial Loop: ±0.86 AC
4839 W Industrial Loop: ±0.92 AC

Building Size

N/A

Pricing

\$950,000 each parcel

Property Features

- Industrial land
- 3 metal buildings for storage or various shop functions
- ±0.5 Acres of lay down yard space



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Senior Associate
j.smith@am.jll.com
+1 509 505 7459
ID RE License #SP54152



Jones Lang LaSalle Brokerage, Inc.
Lic #01856260

For Sale

3568 W Industrial Loop
Coeur d'Alene, ID

APN C48500010020

Parcel Size ±4.37 AC

Building Size ±11,220 SF

Pricing \$4,000,000

Property Features

- Paved parking lot (±61 spaces)
- ±3 acres of yard
- Office building features:
 - Lobby/reception area
 - Heavy private office buildout
 - Open cubicle areas
 - Conference rooms
 - Kitchen/break room

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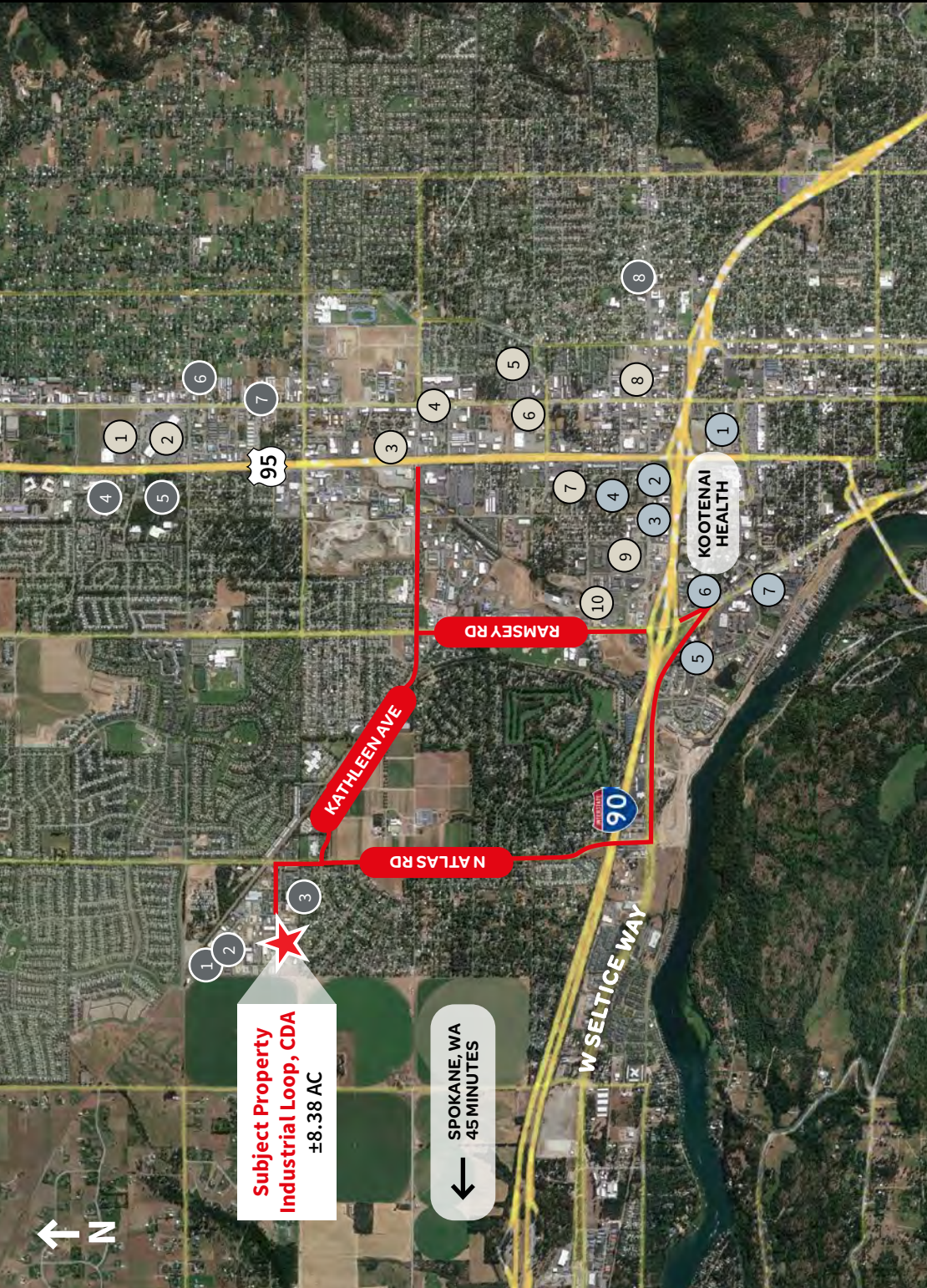
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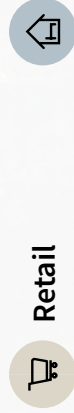


Subject Property
Industrial Loop, CDA
 ±8.38 AC

← **SPOKANE, WA**
 45 MINUTES



Amenities & local users



1. Target
2. Black Sheep Sporting Goods
3. Super 1 Foods
4. The Home Depot
5. Costco Wholesale
6. Safeway
7. Harbor Freight Tools
8. Big 5 Sporting Goods
9. Lowe's Home Improvement
10. WinCo Foods



Hospitality

1. La Quinta Inn & Suites
2. Best Western Plus Inn
3. Comfort Inn & Suites
4. Super 8 by Wyndham
5. SpringHill Suites by Marriott
6. Days Inn by Wyndham
7. Staybridge Suite
8. Huetter Lane Extended Stay



Local industrial users

1. Integrated Ideas & Technologies
2. Catalyst Industries
3. Northwest Machine Inc.
4. Advanced Input Systems
5. Hecla Mining Company
6. Odenthal Manufacturing
7. Hardkore Production
8. Precision Steel Rule Die

For more information:

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November 2, 2022

Mayor and City Council Members
City Manager
City of Coeur D'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814-3958

RE: Negative Impact: Coeur Terre Development

Dear Mayor, City Council Members, and City Manager,

We are a unified group of property owners living in the neighborhoods immediately adjacent to the proposed development/annexation area. While we understand that new development is important for our community, we are concerned as to the negative impact expected in our neighborhoods.

As our elected representatives, and our only advocates with respect to a project such as Coeur Terre, we implore you to consider our concerns and mitigate the anticipated negative impacts to our neighborhoods. We understand that the Development Agreement language will soon be coming to you for comment and/or approval. We trust our concerns will be taken into consideration and made a part of that Development Agreement as the planning, design and development progresses.

We expect negative impacts (cut-through traffic, etc.). However, the developer's plan to allow direct access into this development via local Arrowhead, Appaloosa, and Woodside Roads will certainly exacerbate the negative traffic impact in our R1 and R3 neighborhoods. Outside of our peaceful neighborhoods, the developer shows 10 other points of ingress/egress, all onto collector streets. It seems too high of a cost to sacrifice the safety and security of our neighborhood to gain 2 more local points of access into Coeur Terre.

We need your help in keeping our Heritage Neighborhood peaceful, safe, and clean. Please honor your stated Objectives in the recently-adopted Comprehensive Plan. For example;

Goal CI 2

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

OBJECTIVE GD 1.5

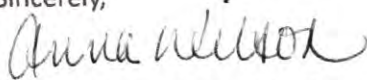
Recognize neighborhood and district identities.

The city is failing US in this regard.

We are committed to protecting our neighborhoods and to being involved in this project to ensure our concerns are addressed.



Please let us know what we can do to support our City Council in keeping ALL of Coeur D'Alene a community that continues to be a desirable place for families.

Sincerely,



Indian Meadows Neighborhood Group
(see list of signatures attached)

Neighborhood Signatures opposing Indian Meadows / Woodside (Appaloosa and Arrowhead) entrances to Coeur Terre

| Full Name | Signature | Address | Email | Cell Phone # |
|----------------|---|--|-------------------------|--------------|
| Anna M. Wilson |  | 3808 Moccasin Rd. Coeur d'Alene, ID | juawilson1995@gmail.com | 208-660-5645 |
| James Wilson |  | 3808 Moccasin Rd. Coeur d'Alene, ID | juawilson1995@gmail.com | 208-660-5645 |

Tuesday, November 22, 2022

Dear Mayor Jim Hammond and City Council Members, Dan Gookin; Amy Evans; Christie Wood;
Kiki Miller; Dan English and Woody McEvers.

RE: Coeur Terra Annexation

My name is Nancy Barr and I live at 4107 West Arrowhead Road which is in the middle of the Indian Meadows subdivision off of Atlas Rd. in Coeur d Alene The property is adjacent to the Coeur Terra property that Kootenai Land Company plans to develop in the near future. Recently this land was approved for a zone change from agricultural to multi use, now it is requesting an annexation into the City of Coeur a Alene.

My concerns are for access to Coeur Terra subdivision, traffic controls on Atlas Rd, and the loss of the integrity of the Indian Meadows properties. Coeur Terra lies between Atlas Road and Huetter Road adjacent to our neighborhood. According to Kootenai Land Company web site access will be through the Indian Meadows subdivision. The traffic volume will be greatly increased though our neighborhood which consists of large lots of at least an acer of land with a nice 3-4 bedroom home with a shop. This neighborhood was designed to be similar to Dalton Gardens in the 1960's and was annexed into the city of Coeur d Alene in the 1980's for an increased tax base. At that time the residents of Indian Meadows Homeowners Association opted to keep the neighborhood a low traffic and low density annexation. There are no sidewalks or curbs. Today the neighborhood has special charm and beauty. Its residents walk their dogs, ride horses and walk/run the streets for exercise. It is the only place within the city where residents can have livestock.

Indian Meadows is bound by Appaloosa Rd on the south and Nez Pearce to the North (which has a divider in the middle) and connects with Mullen road to the west of Huetter in Post Falls. North of Nez Pearce is a higher density neighborhood. Arrowhead Road runs directly through the middle of Indian Meadows. Making it a through street would impact the neighborhood in a very negative way.

Due to the amount of traffic into the Coeur Terra subdivision from Atlas Rd, traffic lights on Atlas would be required on Appaloosa, Arrowhead Rd and Nez Pearce. There is already lights at Kathleen, the entry to the Industrial park, the crossroads for the Atlas bike trail and at Hanley Rd creating a traffic pattern much like Highway 95.

~~Coeur~~ Terra design indicates an Elementary school would be built at the end of where Arrowhead presently ends. My suggestion would be for the Coeur Terra Developers to consider moving the elementary school north 1 block so access to that school could be accessed from Nez Pearce and Huetter Rd. This would greatly decrease the proposed traffic increase along Arrowhead Rd. and preserve our neighborhood.

Indian meadows is one of the more desirable neighborhoods to reside in the City of Coeur d Alene.

Thank you for your consideration.

Sincerely,

Nancy Barr



4107 Arrowhead Rd

Coeur d Alene, Idaho 83815

November 14, 2022

Dear Mayor Jim Hammond,

Indian Meadows is a special neighborhood within Coeur d'Alene. It is kind of a secret area that most people who have lived in Coeur d'Alene do not know about, unlike Dalton Gardens. Within Coeur d'Alene, this is the only neighborhood that has R1 zoning allowing the owners to have horses, goats, sheep, etc. Our neighborhood is a haven for grouse, moose, owls, raccoons, and many types of birds. We also have wildflowers that bloom throughout the neighborhood. Many of us bought in Indian Meadows because it is a little bit of country in the city. Nothing else like it.

The developer who purchased the land off of Hutter Road is wanting access through our neighborhood. The developer wants to widen our streets, which will take some of our land away. The developer wants to trade our green belts for the ones in Coeur Terre. When the developer purchased the property there was no access through our neighborhood. We are not the ones who are developing the land that has been farmed for many many years. We are not the ones who will benefit from the developer. We will suffer the loss of our quiet neighborhood, the loss of our land, the loss of wildlife, and the first right of being a property owner which is the right of enjoyment of our property. Traffic will increase, and noise will increase. Our lifestyle will decrease.

The developer can do whatever they want with the land that they now own, but they need to use the access it came with off of Hutter. The farmer who has farmed that land never drove farm equipment through our neighborhood to reach the land. The farm trucks and tractors accessed the land from Hutter.

Please do not allow the developer to take our lifestyle away and our rights as property owners to enjoy our property.

Sincerely,

Brenda Nearpass

3510 N Buckskin Road

Coeur d'Alene, Idaho

January 14, 2023

Cd'A City Council Members
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Re: Coeur Terra Development

Dear City Council Members,

It is with great concern that I am writing you today in regards to the Coeur Terra development coming to our neighborhood. I have lived in Coeur d'Alene since 1971 and my husband since 1999. We have lived at 3708 Moccasin Rd. for 14 years now and chose this area because of all of its qualities. I'd like to start by describing what a wonderful peaceful community we live in.

The area is nestled in a forest like atmosphere with lots of Pine trees yet only 10-15 min. from town. People ride by on their horses, our grandkids love to see the goats and we have occasional moose, owls and raccoons that visit. It's an avid dog walking and exercising neighborhood where you rarely need to watch for traffic when crossing the streets, because there is none! It is only local residents going to and from their homes.

We know our neighbors and converse with them often. In fact, if anyone happens to be gone for any extended period we watch their house, water plants; pick up mail/packages and snow blow for each other when necessary. If an emergency situation arises we pull together to help one another. We have potlucks and get-together celebrations throughout the year. If there is a strange vehicle or something odd going on we generally notice it almost immediately. It is a proud, protected and safe neighborhood. We want it to remain this way.

I'm not afraid of change and realize this will happen with the town's growth to our beautiful city but I believe there are better solutions to avoid heavy traffic coming to impact our area. This will surely happen if the proposed streets of Arrowhead and Appaloosa are made into thru streets to the Coeur Terra development. I'd like to suggest that the thru streets be made farther North of Atlas on Industrial Loop or even Hanley Ave. where there are already traffic lights in place.

In closing I'd like to thank the council for hearing my concerns and opinions and hope that you will take this into consideration when deciding on the future of mine and our neighbors little piece of paradise.

Warmest Regards,



Lori J. Barker

4203 W. ARROUHEAD

Dear Dan,

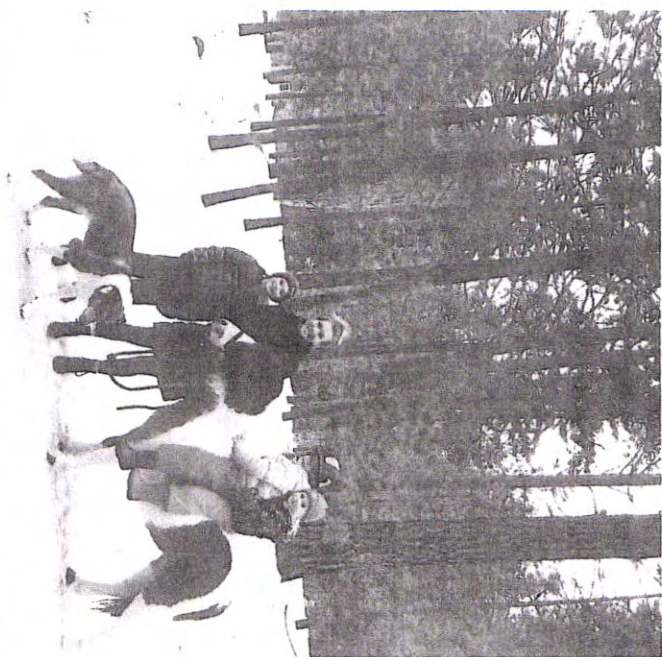
Thank you for your time and effort serving on the council for our beautiful city. I spoke at planning committee and the public council meeting regarding access to Cour Terre on the prairie. Thanks for listening: I've spent a tiny amount of time addressing this traffic issue and writing this note, compared to the days and weeks you've devoted to the people & neighborhoods of Cour d'Alene in your public role.

THANKS AGAIN, DAN!

This note is mostly a VISUAL testimony about our neighbors. The photo which I took yesterday is of Melissa Dyk and her kids and their pony. They live on Appalosa and were riding/walking back home on my street, Arrothead. We have Lone-Ranger-ettes (cougaris) exercising their acre-contained horses and pulling carriages & sleds out here. I just wanted you to see it (like I do... about weekly in January, daily in the Spring, Summer, & fall).

I'm at least as concerned about affordable housing and job compensation in our city as I am about traffic and safety and neighborhood integrity. So, I'm not a one-issue citizen. Safety includes emergency access which should be prioritized for the eventual twelve thousand residents of Cour Terre. School access, too huh? Please, no response, Dan... just thanks!

Don Schmitt



1/23/11 11:30 AM

M0-054.jpg

STUHMILLER, SHANA

From: HOLM, SEAN
Sent: Wednesday, December 07, 2022 3:03 PM
To: STUHMILLER, SHANA; MCLEOD, RENATA
Subject: FW: Through Traffic from Atlas West to New Coeur Terre Project

FYI: Coeur Terre comments

From: Tom Sanner <tmsanner@gmail.com>
Sent: Wednesday, December 7, 2022 3:00 PM
To: HOLM, SEAN <SHolm@cdaid.org>; Gabe Gallinger <gabe@thinklakeside.com>; Suzanne Knutson <sknutson@startmail.com>; kayla.stiegemeier@gmail.com; Dan English <dan@toteavote.com>
Subject: Through Traffic from Atlas West to New Coeur Terre Project

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

Dear, Gabe, Sean, and Dan

I will attach the email that is circulating in our neighborhood at the end of my suggestion.

In the Southwest corner of the Cda Industrial Park is a parcel of commercial property for sale that would link Atlas Road via Industrial Loop to the new Coeur Terre project. There is a traffic light already at the Intersection of Atlas Road and Industrial Loop. Please consider this as a viable link to the new Coeur Terre project. Please feel free to contact me for any further discussions.

Respectfully,
Tom Sanner

Dear Neighbors,

Thank you to all those who attended the Cda City Council meeting on 12/6, and to those who spoke up. It seems that there were 10-12 neighbors who spoke up with some very important points. It is very important that we continue to speak up before the public hearing on Coeur Terre, most likely in January. The City Council is hearing our concerns beforehand, so let's keep it up.

Hillary Patterson, the head of the CdA Planning Department was there, and heard our thoughts too. Whether they will make it to Sean Holm, who is the planner working on the project, we don't know. Feel free to send your comments to him also. SHolm@CdAID.org,

One neighbor on Arrowhead mentioned that he is a home inspector and has inspected homes all over CdA for many years. He moved into Indian Meadows just two years ago, with his family, from Cougar Gulch after keeping a close eye on our neighborhood. Another neighbor on Buckskin mentioned that because of cut-through traffic in an adjacent neighborhood, Fairway Forest, no children play and no people walk or ride bikes there because it is not safe. Another Neighbor on Sherwood spoke up about high traffic on Atlas and cut through traffic already effecting our streets. A neighbor on

Tamarak spoke of the concern for connecting traffic flowing to the proposed elementary school. I told the council that many folks do not trust the city council to care about us and our property values, safety, and quality of life and that we need them to care.

Last week I spoke with Cheif Greif of the Fire Department. He told me that 85% of the calls they go to are medical and are mostly to elder care homes and multi family housing, and therefore, the Fire Department's first choice for travel to Coeur Terre is via Hanley. He could not come up with a second choice, but said he would call me if he figured it out after looking further. He was supportive of our concerns and said that they do not like to take fire trucks through neighborhoods to emergencies, but being response time based, they would use our roads to get through if it was a shorter response time. With their current firehouse on Atlas near Hanley, and with the proposed project highest density housing designed at Hanley and Huetter, it makes sense for the emergency crews to use Huetter. He said the next fire station will likely be off Seltice in the Mill River area, which is not ideal, as it only serves a "semi circle" area, with the river on one side and being so close to the Post Falls border. That project should come up in the next 5 years.

The Police captain I spoke with said police calls will most likely be to the proposed commercial development in Coeur Terre and to the highest density development at Huetter and Hanley. He also said it would help if there was a police substation in the area as there are none in Coeur d'Alene. .

Council member, Dan English, did approach me afterward to explain the he lives "there" but he is in Coeur d'Alene place, which is NOT Indian Meadows, Woodside, Queen Anne Estates, Northshire, or Orchard Lands.

The next CdA City Council Meeting is on December 20 and it is KEY that the city council continue to hear from residents who have not spoken up yet--Is there anyone in Woodside or Northshire who would like to chime it too?

Next Tuesday, December 13 at 5:30pm, the Cda planning commission will hear a proposal from the developer of the River's Edge Apartments currently under construction off Atlas and Seltice. The developer wants to increase the zoning from R-17 to R-34, which doubles the unit count from 384 to 680 units. This was denied by city council in 2019. Depending on the decision of the city council, it could be an indicator of the PUD/zone process we can expect with the Coeur Terre project also.

If you have not yet spoken at a city council meeting or written to the City Council and Planning Departments, please consider a short note telling them

- Your address
- Your neighborhood
- How long you have lived there
- why you chose to live there

- how you feel about the development
- how you feel about the proposed connection of Woodside, Appaloosa, Arrowhead, Nez Perce, and Spiers roads to the Coeur Terre development.
- Thank them for listening

dgookin@cdaid.org

aevans@cdaid.org

cwood@cdaid.org

kmiller@cdaid.org

denglish@cdaid.org

wmcevers@cdaid.org

mayor@cdaid.org

RENATA@cdaid.org

PlanningDiv@cdaid.org

SHolm@cdaid.org

Sent from my iPhone

STUHMILLER, SHANA

From: Stuart Bryan <sbryan@trinitycda.org>
Sent: Friday, December 16, 2022 12:15 PM
To: HOLM, SEAN
Cc: MCLEOD, RENATA; STUHMILLER, SHANA
Subject: Re: Coeur Terre

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

Thank you very much!

On Fri, Dec 16, 2022 at 12:12 PM HOLM, SEAN <SHOLM@cdaid.org> wrote:

Stuart,

Thank you for your comment.

Staff will ensure this email is provided to City Council in consideration of the Coeur Terre annexation request.

All the best,

Sean E. Holm

Senior Planner | City of Coeur d'Alene

208.676.7401





From: Stuart Bryan <sbryan@trinitycda.org>
Sent: Thursday, December 15, 2022 3:38 PM
To: HOLM, SEAN <SHolm@cdaid.org>
Subject: Coeur Terre

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

Mr. Holm,

Greetings! I understand that you are the planner in charge of the Coeur Terre development. My family has lived at the corner of Broken Arrow and Arrowhead Roads in the Indian Meadows neighborhood for the last 15+ years (3610 Broken Arrow Road). It has been a delightful place to raise a family. Our tiny neighborhood was developed with small acre lots. It is bordered by Appaloosa Road on the south and Nez Perce Road on the north. The only other east-west road in our little neighborhood is Arrowhead Road.

I was recently informed by some concerned neighbors that the developers of the Coeur Terre addition are petitioning to make Arrowhead one of the east-west access roads for that addition. I fear that if that were approved it would essentially erase our Indian Meadows neighborhood and devastate our property values. It would cut our neighborhood in half and make it a place of heavy traffic rather than a spot that has been a safe place for our children and grandchildren to play and ride their bikes. In addition, it would bring additional traffic to Atlas Road which is already heavily utilized for its relative size.

It would seem to me that east-west travel along Seltice, Prairie, and Hanley where there are existing traffic signals or through the Industrial Park where there is a new light and the increased traffic would not be a detriment to a

neighborhood would make far more sense and be far less disruptive. If those access ways are not sufficient, then I guess the other option would be to make Nez Pierce an east-west carrier since there is an existing city park along Nez Perce, it would connect with Mullan Road at Huetter, and it could be widened without intruding into the existing home lots by eliminating the tree lane which currently divides the two lanes of traffic. Any widening of Arrowhead, however, would disrupt the many homes along and that front Arrowhead including our own.

I certainly understand the need for additional housing and building in the area. I have children (and grandchildren!) who would love to be able to settle long-term in this area and that means we are going to need an additional supply of homes - so yay for additional single family homes! However, it would seem to me that that additional expansion could be accomplished without radically disrupting our existing neighborhood.

I appreciate your willingness to receive citizen input.

Sincerely,

Stuart W. Bryan

Pastor

Trinity Church

A Reformed & Evangelical Congregation

Coeur d'Alene, Idaho

www.trinitycda.org

"Beware of ever aspiring to such purity that you do not want to seem to yourself, or to be, a sinner. For Christ dwells only in sinners."
Martin Luther

--

Sent from my iPhone.

STUHMILLER, SHANA

From: PATTERSON, HILARY
Sent: Tuesday, January 24, 2023 4:37 PM
To: HOLM, SEAN; STUHMILLER, SHANA
Subject: FW: CdA City Council Meeting of Feb 7th Public Hearing on the Coeur Terra development and specifically, ingress and egress.

From: GOOKIN, DAN <DGOOKIN@cdaid.org>
Sent: Tuesday, January 24, 2023 4:14 PM
To: MCLEOD, RENATA <RENATA@cdaid.org>; PATTERSON, HILARY <HPATTERSON@cdaid.org>
Subject: Fw: CdA City Council Meeting of Feb 7th Public Hearing on the Coeur Terra development and specifically, ingress and egress.

as requested

From: Joe Verner <joev@maryhammerlylaw.com>
Sent: Tuesday, January 24, 2023 4:12 PM
To: GOOKIN, DAN <dgookin@cdaid.org>; ENGLISH, DAN <denglish@cdaid.org>; WOOD, CHRISTIE <cwood@cdaid.org>; EVANS, AMY <aevas@cdaid.org>; MCEVERS, WOODY <wmcevers@cdaid.org>; MILLER, KIKI <kmiller@cdaid.org>
Cc: HAMMOND, JIM <jhammond@cdaid.org>
Subject: CdA City Council Meeting of Feb 7th Public Hearing on the Coeur Terra development and specifically, ingress and egress.

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

January 23, 2023

Dear City Council Members and Mayor Hammond:

My wife and I are retired and relocated to CdA in the Fall of 2020, coming from the east-of-Seattle side of the mountains. We have grandchildren in Spokane and Liberty Lake. We are residents of Coeur d'Alene on the west edge of CdA Place, specifically, near the corner of Atlas Rd and Hanley Avenue. I have "scouted out" the proposed site of the future Coeur Terra development from Huetter Rd, Atlas Road, and from the Indian Meadows neighborhood that borders a sizeable portion the eastern side of the proposed development. I have a brief opinion to share about the Coeur Terra development. Please forward a copy of this email to the City Council clerk so that individual may include it for the public record. Thank you. I look forward to meeting you for the first time at the Feb 7th, 4PM City Council public hearing on the Coeur Terra project.

Generally speaking, I do not have an issue with the Coeur Terra development itself, only the developments ingress and egress if it is not limited to Huetter Road. However, we do object to any ingress / egress access through *anywhere* within the Indian Meadows and surrounding neighborhood(s) that specifically puts additional traffic onto Atlas Road, period. Here is why: Atlas Road is already a heavily travelled two (2) lane road and is becoming even more so with all of the

other growth density developments over the last dozen or so years. There is no land available to widen Atlas Road. As with Atlas Rd, there is no land available on Huetter Rd between Seltice and Prairie Ave unless the City or County or State or Developer acquires land to widen Huetter Rd. from Seltice to at least Prairie Ave. Speaking of Atlas Rd, besides no land available to widen Atlas, Atlas' roadway is "unsuitable for more traffic" because of its roadbed. In the winter time Atlas is full of roadway divots and chuckholes because of weather conditions and the fact that the divot and chuckhole repairs are merely temporary roadway fixes, we local-area residents have to deal with chuckholes and divots throughout the year due to traffic wear and tear. The same comment applies to Kathleen Avenue from Atlas Rd through US-95. I can't comment on the Huetter Rd. roadway surface inasmuch as I do not drive on it but a few times a year. Perhaps the City can specify that the Developer build a better roadway bed on Huetter and repave Huetter with current technology as part of its "impact fee".

I suppose, from fire safety and health safety issues, perhaps Hanley Ave "could be an ingress / egress roadway" a Developer "impact fee" item to and from Coeur Terra for the current Fire Station near the corner of Atlas and Hanley, unless, the City has already tasked the Developer to build a Fire Station within the Coeur Terra development or close by on Huetter Rd as part of its "impact fee/s"

Thank you for listening; and, especially for considering the welfare, needs and roadways of existing CdA residents on the Atlas Rd side of Coeur Terra.

Joe Verner

6364 N Descartes Dr, CDA, ID 83815; 206-972-6990; joev@maryhammerlylaw.com

STUHMILLER, SHANA

From: Jerry Weaver <jerryinidaho@hotmail.com>
Sent: Wednesday, January 25, 2023 12:06 PM
To: STUHMILLER, SHANA
Subject: Coeur Terre

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

We are opposed to the project for two reasons. 1 Growth has far exceeded our infrastructure's ability to handle current traffic congestion. 2. The planned traffic ingress and egress to Coeur Terre via Indian Meadows residential property will create hazards and increased congestion. Atlas Rd has become a major throughfare for both auto and truck traffic, with only one traffic light between to Seltice and Prairie Ave, its almost impossible to access atlas from Indian Meadows during peak hours. Coeur Terre will only increase the problems. Coeur Terre traffic should be required to utilize existing major throughfares or develop extensions to existing roads like Poleline, Hanley, and Huetter.

Sincerely,
Jerry & Glenda Weaver

STUHMILLER, SHANA

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Wednesday, September 14, 2022 2:43 PM
To: STUHMILLER, SHANA
Subject: FW: City of Coeur d'Alene Planning Department, Public Hearing Notice
Attachments: A-4-22 public Hearing notice2.pdf

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

Good Afternoon Shana,

YPL does not have any comments regarding the annexation as identified in the notice. However, the developer should plan to discuss any proposed projects with YPL as the pipeline is located at multiple locations on the tract of land looking to be annexed.

Let me know if there are any questions or feel free to pass along my contact details to the 3rd party.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: STUHMILLER, SHANA <SHANA@cdaid.org>
Sent: Wednesday, September 14, 2022 2:26 PM
To: Avista <Jamie.Howard@avistacorp.com>; Brittany Stottlemire <Brittany.Stottlemire@avistacorp.com>; Polak, Chad M <Chad.M.Polak@p66.com>; Chet Gaede <chet.gaede@msn.com>; Chris Riedeman <criedeman@kec.com>; citizen <mcghie1945@gmail.com>; Corp of Engineers <michael.aburgan@usace.army.mil>; Cyndi(Citizen <cdarling@icehouse.net>; East Side Highway District <eshd@imaxmail.net>; emily blunt <emily@cdadowntown.com>; jeff boller <jboller@cdaschool.org>; Jeff Voeller <jvoeller@cdaschools.org>; John Cowley Dist Supt NW Pipeline Corp <ty.broyles@williams.com>; Karen Hansen <barnun33@hotmail.com>; Kate Orozco <korozco@cdaschool.org>; Ken Windram <ken@harsb.org>; Kootenai County <dcallahan@kcgov.us>; Kris Jackson <krisj1216@gmail.com>; Mark Hinders <Mark@cdagarbage.com>; Megan O'Dowd <megan@lyonsodowd.com>; Michael Thomas <mthomas@kec.com>; Mike Ahmer <mahmer@idl.idaho.gov>; Pam Westberg <pwestberg@cdaschool.org>; Philip Evander <pevander@kec.com>; Planning <planning@cityofhaydenid.us>; Sandy Emerson <jasandyemerson@gmail.com>; Scott Davis <sdavis@kec.com>; Scott Maben (smaben@cdaschools.org) <smaben@cdaschools.org>; Sharon Bosley <kea@kealliance.org>; Shon Hocker <shon.hocker@cdaschools.org>; Stephanie Oliver <soliver@harsb.org>; susie snedaker <susansneadaker@earthlink.net>; Tony Berns <tonyb@ignitecda.org>; Trina Caudle <tcadele@cdaschool.org>; Williams Gas Pipeline <Michael.Fitchner@williams.com>; Worley Highway District <worleyhwy@worleyhwy.com>; Sharpe, Mike R <Mike.R.Sharpe@p66.com>
Subject: [EXTERNAL]City of Coeur d'Alene Planning Department, Public Hearing Notice

This Message Is From an External Sender

This message came from outside your organization.

Greetings,

Attached is a copy of public hearing notice for A-4-22.

This item will be heard at the next Planning Commission Meeting held on Tuesday, October 11th and 12th(if needed).

If you have any comments please let me know.

Thanks,

Shana Stuhmiller
Planning Department, City of Coeur d'Alene
Public Hearing Assistant

208.769-2240 ext. 240
shana@cdaid.org

February 1, 2023

Dear Mayor and Council:

My family and I live at 3704 North Tamarack Road in Indian Meadows. We are writing to you to express our concerns about the **Coeur Terre** Subdivision.

This subdivision's density as approved by the Planning Commission is too high. The main roads surrounding this entire area are not built or designed to safely accommodate high density, especially adding two schools. Imagine if you will the impact of the people living in the surrounding neighborhoods as busses, parents, students and employees travel to and from these schools every day, especially the elementary school proposed in the southeast corner of the development. There is no quick or convenient entry or exit to this area without severely impacting the existing neighborhoods.

Indian Meadows is a unique, long-established neighborhood. Many of the property owners have lived here for 30 to 40 years. The things that make our neighborhood special will be negatively impacted by our roads being extended into Coeur Terre. We have neighbors with livestock, horses and riders, moose, etc. throughout our neighborhood. It is safe for walkers, bike riders, children and pets, even without sidewalks. **Please do not extend Nez Perce, Arrowhead or Appaloosa Roads.**

If the decision is in favor of Coeur Terre, as presented, our neighborhood will become noisy with heavily increased through traffic. Traffic and speeding will be a constant problem. We lived in another city across town for 30 plus years. We experienced the daily impact of high density, increased traffic and all that come with trying to cram too many people in too small a space without proper infrastructure, and the speeding traffic using neighborhood streets as "shortcuts". We moved to Indian Meadows to provide aging parents and ourselves a safe, quiet neighborhood. **The negative impact can never be reversed. The quality of life enjoyed by the residents in Indian Meadows should not be diminished by a new high density adjoining development.**

One partial solution may be to move the proposed elementary school to the north, closer to the proposed middle school and thereby closer to Hanley Avenue. No homes front Hanley and it is more suited for through traffic.

Please consider the enormity of this development and its negative impact on the surrounding neighborhoods. Please reduce the density, placement of the school near Woodside, and no through streets from Indian Meadows.

Respectfully

Bill and Laurie Robb

Concerns/questions about Coeur Terre development and Atlas Waterfront development;

1. Where is the source of water for these new developments going to come from?
2. What is the capability of the CDA Sewage treatment plant? The national average for water consumption is 60 gallons per day per person. That means with 11,000 + new people there will be a demand to handle over 660,000 gallons of water of additional waste water per day.
3. Is a new water treatment in the plans for the future?
4. Is Appaloosa Road going to be a through road to Coeur Terre?

Sincerely,
Patrick Hatfield
(resident of Woodside Park)



RECEIVED
FEB 1 2023
BY: _____

A-4-22 Public Comments Feb 7, 2023

I am Ron McGhie 7253 Big Sky Dr. KC Thank you very much for your time.

I question why you are being asked to approve zoning for an annexation that has not been fully defined by the applicant but has been unanimously approved by the planning department. I call it the wait and see plan, because after 20 or 30 years you will see what you approved.

You are very aware that the Comp Plan is a vision to consider, not something you follow if it violates the rights of others without just compensation as required by state and federal law. The Urban Neighborhood, Compact Neighborhoods and the Mixed-Use Low land types allow C-17 and R-17 zoning density with *multifamily units that is not* compatible in the ACI area. The multifamily will allow 3 ½ times the density and over double the height of the surrounding neighborhood. It will severely affect the amount of traffic and the property value and safety of thousands of residents on both sides of Huetter Road.

67-6519(3)

When considering an application which relates to a public-school facility, the commission shall specifically review the application for the effect it will have on increased vehicular volumes on the adjacent roads. The appropriate local highway district jurisdiction shall review the application and shall report to the commission on the following as appropriate: the land use master plan, access safety, need for traffic control, and anticipated future improvements.

No zoning approval should be granted before the following is address;

1. The final locations of both school sites are approved.
2. The maximum allowable number of units in each land type, and the number of commercial units are agreed upon
3. The estimated number of retail employees and school employees will have to be addressed.
4. The increased vehicle traffic and improvement on adjacent roads are studied and addressed in a new Traffic Impact Study.
5. No residential zoning over R-12
6. The proposed development should not be approved without receiving more public input from the neighborhoods being affected.

The percentage of single families is being reduced as multifamily are being increased. This is creating a shortage in single families that will continue to make single families

Received 02/02/23

more expensive for workforce housing. *Single- family homes usually cost less than multi-properties and are easier to finance.*

The multifamily is median to high density zoning, R-17, R-34 & C-17. Most are owned by investors and are rentals. It is naive to think multifamily is the answer to workforce housing. The appropriate area for multifamily is closer to downtown or in infill areas east of the ACI.

My neighbors and I have too many concerns with the development agreement to address in 3min. I respectfully request you to have a public workshop before approving zoning or the development agreement.

Thank you.
Ron McGhie

Coeur d'Alene Planning Department
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

Comments

JAN 30 2023

THIS IS IN REFERENCE TO THE ANNEXATION OF COEUR
TERRE. I AM VERY MUCH OPPOSED TO THIS REQUEST. FIRST
I THINK YOU SHOULD PUT AT LEAST A FIVE YEAR
MORATORIUM ON PROJECT. IN THAT RESPECT YOU COULD
GET A HOLD ON THE INFRASTRUCTURE. MAINLY TRAFFIC SCHOOLS
WATER, SEWER, RIGHT NOW I DO NOT FEEL THIS IS A NEEDED
PROJECT. WE HAVE ENOUGH PROBLEMS RIGHT NOW WITH
GROWTH. WE NEED TO PUT A HALT ON IT. TAKE A GOOD LONG
HARD LOOK AT THIS. LOOK AT THE ROADS AND MAYBE EVEN
DRIVE ON THEM. MAYBE LISTEN TO THE PEOPLE BY THE
PEOPLE FOR THE PEOPLE.

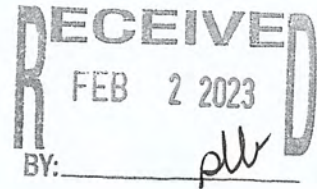
LELAND ERWIN

4009 LANCASTER Rd COEUR D'AL 83815

Leland Erwin

Please cut here

1. If you would like to send in a comment, please use this portion of the notice and return to the Planning Department office before Monday, February 6, 2023
- &/or 2. Phone or visit our office (769-2240) with your concerns or questions.
- &/or 3. Email your comments to shana@cdaid.org
- &/or 4. Come to the public hearing.



ITEM: A-4-22

City Council Meeting



February 7, 2023

Public Hearing Etiquette

All comments must be recognized by the Mayor and addressed through the microphone.

- When speaking to the City Council, please speak clearly into the microphone for the record.
- Public comments are limited to three (3) minutes.
- Be respectful to others. Keep comments constructive and not disruptive (no booing or applauding).
- Please avoid repetition of what has already been said.
- Presented exhibits (photos, petitions, etc.) become the property of the City for the public hearing record.



General Progression of a Hearing Item

- **Staff Report in PowerPoint**
- **KMPO Presentation on Transportation**
- **Applicant Presentation**
- **Public Testimony**
- **Applicant Rebuttal**
- **City Council Discussion**
- **Motion/Decision**

➤ *Note: At any point City Council may ask for clarification or additional information.*



A-4-22: Coeur Terre (440+/- Acre Annexation)

APPLICANT:

Kootenai County Land Company, LLC
1859 N. Lakewood Dr. #200
Coeur d'Alene, ID 83814

CONSULTANT:

Connie Krueger, AICP
1859 N. Lakewood Dr. #102
Coeur d'Alene, ID 83814



A-4-22: Coeur Terre (440+/- Acre Annexation) Request

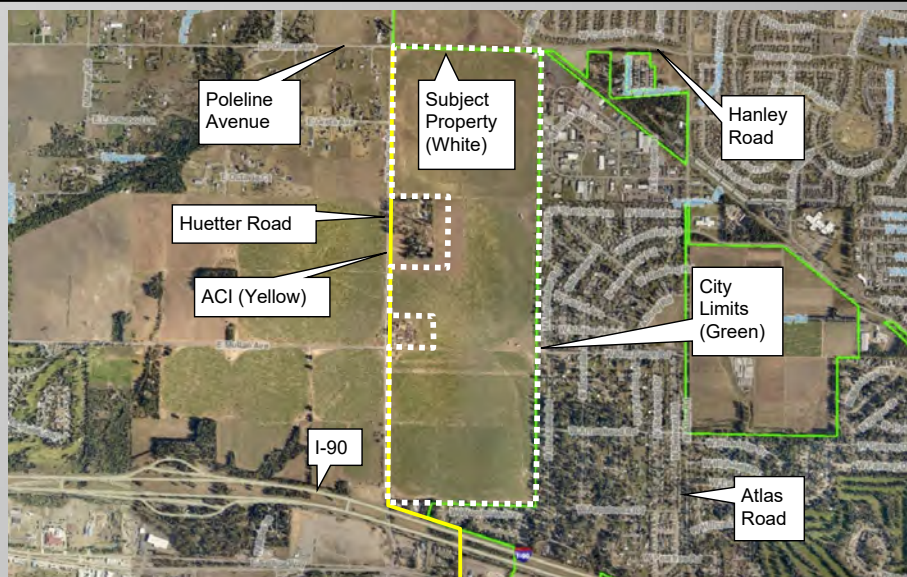
Kootenai County Land Company, LLC, through their representative Connie Krueger, is requesting consideration of annexation for a +/-440-acre parcel in Kootenai County, currently zoned AG-Suburban, to be incorporated into city limits with a mix of zoning designations including:

R-8, R-17, C-17L, and C-17.*

**Note: A separate motion is required for an annexation & development agreement.*



A-4-22: Coeur Terre (440+/- Acre Annexation) Vicinity Map



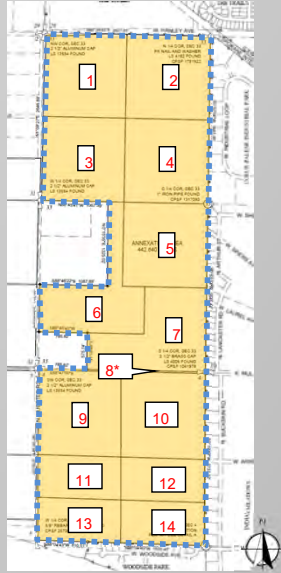
A-4-22: Coeur Terre (440+/- Acre Annexation)
Bird's Eye View - Looking North



A-4-22: Coeur Terre (440+/- Acre Annexation)
Bird's Eye View - Looking South



A-4-22: Coeur Terre (440+/- Acre Annexation) Annexation Map

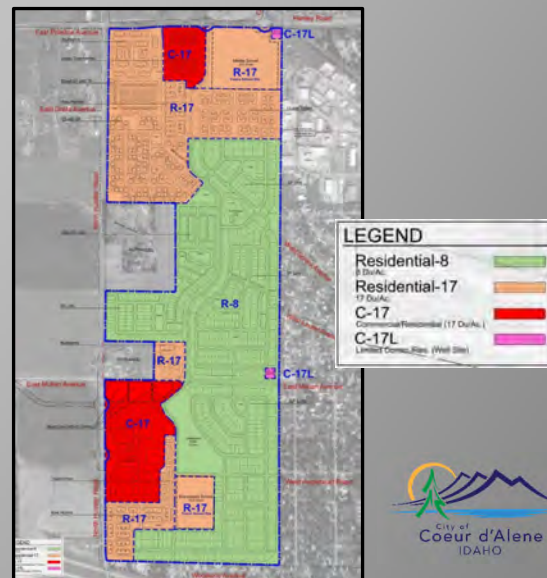
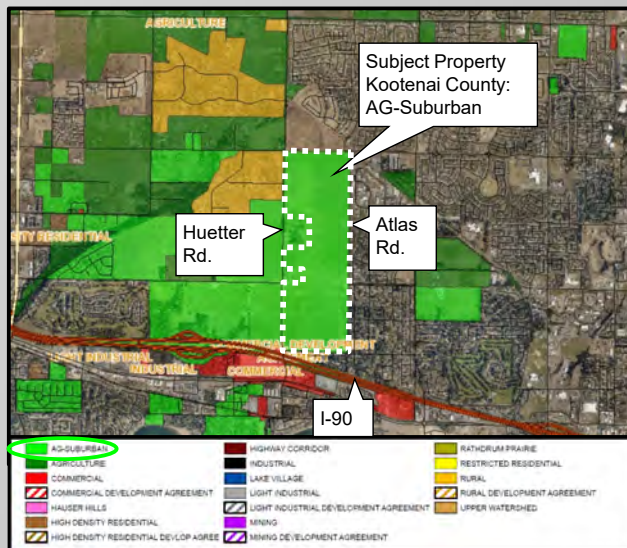


| AIN | OWNER |
|--------|----------|
| 185900 | LREV 32 |
| 343012 | LREV 27 |
| 343011 | LREV 28 |
| 143623 | LREV 29 |
| 343013 | LREV 30 |
| 128956 | LREV 31 |
| 128181 | LREV 33* |
| 343779 | LREV 34 |
| 142685 | LREV 35 |
| 343780 | LREV 36 |
| 343781 | LREV 37 |
| 103743 | LREV 38 |
| 106733 | LREV 39 |

**Also included in the property is a 1.4922 acre property previously owned by Washington Water Power Co. that has transferred into applicant's ownership. Online maps may not reflect this change in ownership.*



A-4-22: Coeur Terre (440+/- Acre Annexation) Existing & Proposed Zoning District Locations



A-4-22: Coeur Terre (440+/- Acre Annexation) Four Requested Zoning Districts

R-8:

- Main District
 - 10,199,661.12 SQ FT (234.152 acres)

R-17:

- North District
 - 5,006,829.96 SQ FT (114.941 acres)
- Middle District
 - 264,670.56 SQ FT (6.076 acres)
- South District
 - 1,329,407.64 SQ FT (30.519 acres)

C17L:

- Existing Water Tower Site:
 - 22,501 SQ FT (0.517 acres)
- Future Well Site: To be dedicated to City
 - 22,500 SQ FT (0.517 acres)

C-17:

- North District
 - 533,130.84 SQ FT (12.239 acres)
- South District
 - 1,705,722.48 SQ FT (39.158 acres)

Zoning descriptions may be found on pages 5 – 9 of the staff report



A-4-22: Coeur Terre (440+/- Acre Annexation) Required Findings

Finding #B8:

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

Finding #B9:

That public facilities and utilities (are) (are not) available and adequate for the proposed use.

Finding #B10:

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

Finding #B11:

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

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

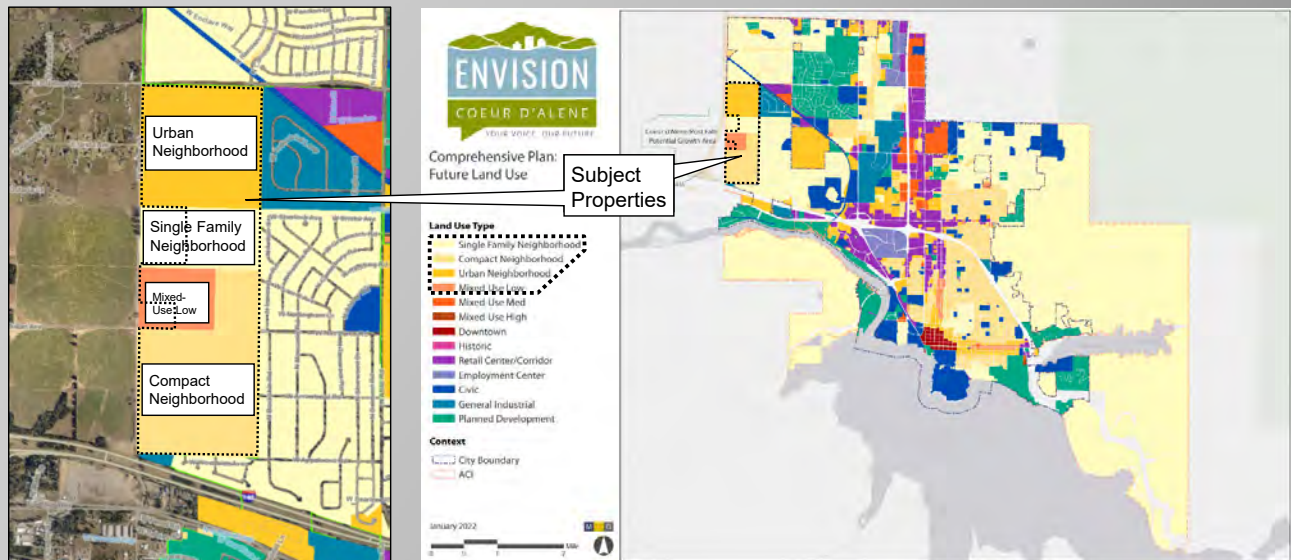
2022-2042 COMPREHENSIVE PLAN- LAND USE CATEGORIES:

- The subject property is within the Area of City Impact (ACI).
- The City's 2022-2042 Comprehensive Plan categorizes this area as:
 - Single Family Neighborhood
 - Compact Neighborhood
 - Urban Neighborhood
 - Mixed-Use Low



A-4-22: Coeur Terre (440+/- Acre Annexation)

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

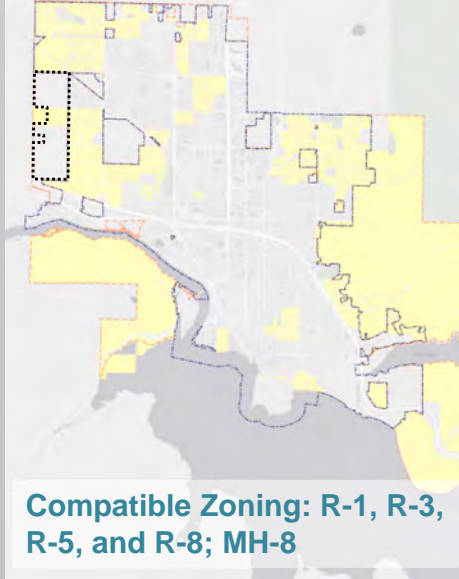


A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Single-Family Neighborhood

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



Single-Family Neighborhood



Key Characteristics

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

Transportation

- Neighborhood streets for local access connected by collectors

Typical Uses

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

Building Types

- 1-2 story detached houses

Compatible Zoning

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

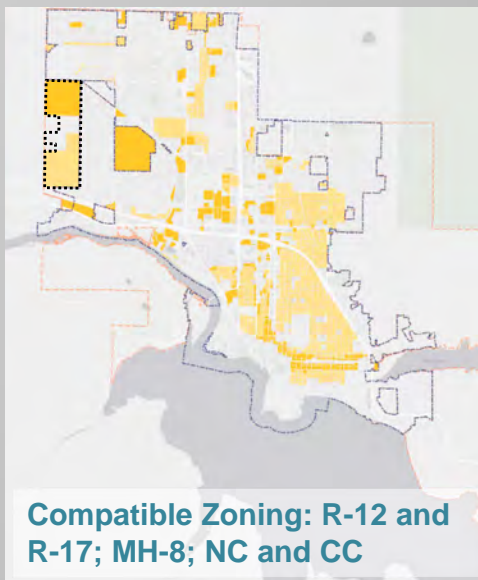


A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Compact Neighborhood

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



Compact Neighborhood



Key Characteristics

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

Transportation

- Gridded street pattern with pedestrian and bicycle facilities

Typical Uses

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

Building Types

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

Compatible Zoning

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

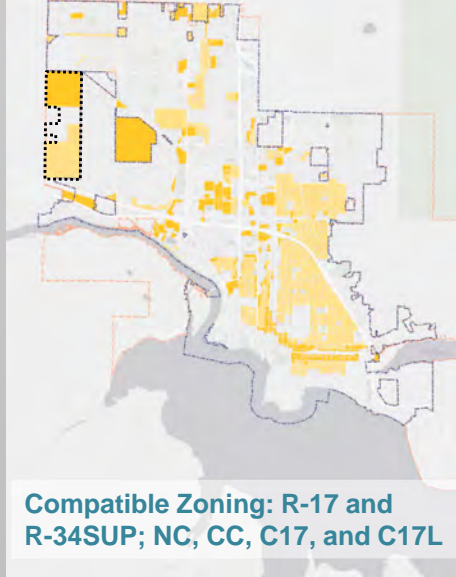


A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Urban Neighborhood

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



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

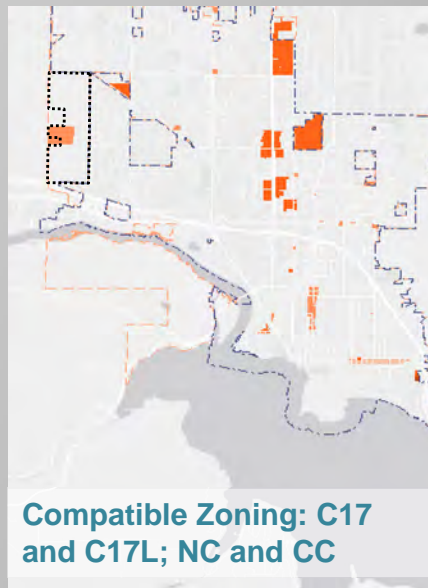
- R-17 and R-34SUP; NC, CC, C17, and C17L

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Mixed-Use Low

Mixed-Use Low places are highly walkable areas typically up to four-stories. Development types are primarily mixed-use buildings, with retail, restaurants on corners or along the entire ground floor frontage, but could also include townhomes and multifamily housing. Floors above are residential, office, or a combination of those uses. Multifamily residential development provides additional housing options adjacent to mixed-use buildings. This place type is typically developed along a street grid that has excellent pedestrian and bike facilities, with mid-block crossings, as needed, to provide pedestrian access.



Mixed-Use Low



Key Characteristics

Mixed-Use Low places are highly walkable areas typically up to four-stories. Development types are primarily mixed-use buildings, with retail, restaurants on corners or along the entire ground floor frontage, but could also include townhomes and multifamily housing. Floors above are residential, office, or a combination of those uses. Multifamily residential development provides additional housing options adjacent to mixed-use buildings. This place type is typically developed along a street grid that has excellent pedestrian and bike facilities, with mid-block crossings, as needed, to provide pedestrian access.

Transportation

- Gridded main streets and mid-block pedestrian connections
- High ease-of-use pedestrian and bicycle facilities



Typical Uses

- Primary: Retail, commercial, office, restaurant, multifamily residential
- Secondary: Civic uses, parking

Building Types

- Up to four stories, retail and commercial on the ground floor, with residential units above

Compatible Zoning

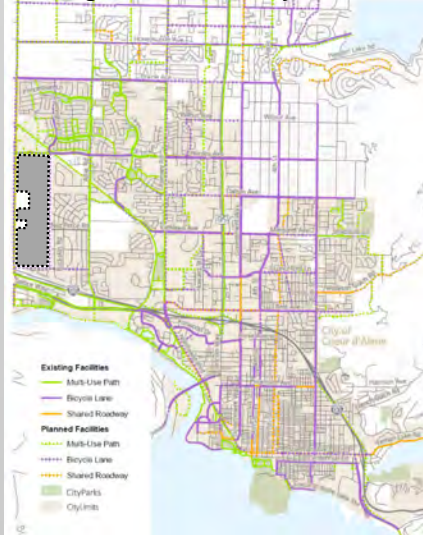
- C17 and C17L; NC and CC

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Transportation

Existing and Planned Bicycle Network:



Existing and Planned Walking Network:



Existing Transit Network:



A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Comprehensive Plan Policy Framework:

Community & Identity

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

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

Goal CI 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.

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Comprehensive Plan Policy Framework:

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.

Goal GD 3: Support the development of a multimodal transportation system for all users.

Objective GD 3.1 Provide accessible, safe, and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation.

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

City staff from Parks, Streets and Engineering, Water, Wastewater, and Fire provided comments associated with the annexation and zoning request which identify existing conditions and needed improvements to public utilities and public facilities, if approved.

See pages 21-23 for staff comments and pages 37-39 for proposed annexation and development agreement recommendations.

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Physical Characteristics:

The subject property is almost flat based on overall size. There are two areas on the south end that have grade changes (see red areas in “elevation map” below). An existing water tower is sited in the northeast corner, otherwise the parcels are vacant.

Huetter Road on the west side of the property is currently a north/south two-lane road that will provide future access to the site. The south side of the property is bordered by North Idaho Maritime and the existing Woodside single family neighborhood which provides multiple access points. The east side of the property is adjoined by the CDA Industrial Park (north 1/3) with the south 2/3 being residential.

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Elevation Map
Showing 5'
Contours



A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Looking north into subject property at the Wedgewood Loop terminus



Looking north into subject property from terminus of Woodside Ave.

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Looking east from south end of subject property near the Wedgewood Loop terminus



Looking north from the southeast corner of the subject property toward the water tower

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Looking north into subject property at the Wedgewood Loop terminus



Looking west from south end of subject property near the Wedgewood Loop terminus

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Appaloosa ROW terminus to subject property looking west



Appaloosa ROW interior to subject property looking southeast

A-4-22: Coeur Terre (440+/- Acre Annexation)
Finding #B10: That the physical characteristics of the site
(do) (do not) make it suitable for the request at this time.

Looking south from southwest corner of
subject property along Huetter Rd.
(elevated I-90)



Looking north from southwest corner
of subject property along Huetter Rd.

A-4-22: Coeur Terre (440+/- Acre Annexation)
Finding #B10: That the physical characteristics of the site
(do) (do not) make it suitable for the request at this time.

Looking west toward the terminus of
Arrowhead Rd. into subject property



Looking west toward the terminus of
Nez Perce Rd. into subject property

A-4-22: Coeur Terre (440+/- Acre Annexation)
Finding #B10: That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

Looking northwest from the terminus of Laurel Ave. into subject property



Looking northwest toward the terminus of Spires Ave. into subject property

A-4-22: Coeur Terre (440+/- Acre Annexation)
Finding #B10: That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

Looking west toward the terminus of Hanley Rd. on north side of the property showing the Prairie trail and water tower



Looking southeast toward the subject property from the NW corner of Huetter Rd. and Poleline Ave.

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

NEIGHBORHOOD CHARACTER & LAND USE:

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

POLICE:

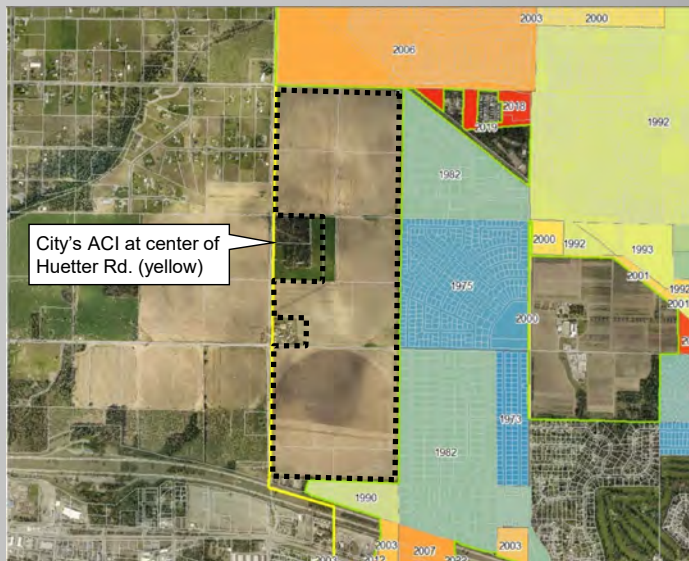
As long as ingress/egress concerns are properly addressed by Streets and Engineering through a traffic study, then PD does not have any major issues with this annexation request.

-Lee White, Chief of Police

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Annexations
by Year:



A-4-22: Coeur Terre (440+/- Acre Annexation)

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

Context of Prior Annexations & Subdivisions



A-4-22: Coeur Terre (440+/- Acre Annexation)

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

TRAFFIC:

The proposed annexation itself would not adversely affect the surrounding area with regard to traffic, as no traffic is generated from an annexation alone. Impacts would occur with each phase of development and would be analyzed at that time. A traffic study was conducted by CivTech using current Kootenai Metropolitan Planning Organization (KMPO) modeling data. The Streets and Engineering Department has no objection to this annexation request with the following conditions in the annexation and development agreement to manage traffic:

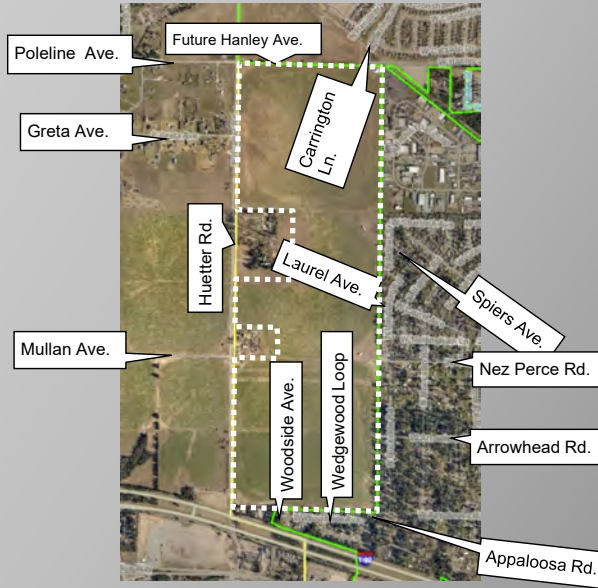
- In order to manage increases in traffic, connectivity to existing streets is required without delay throughout the construction of the phased development.
- The owner shall commit to constructing five road connections to existing streets to the south and east by phases and in a manner that does not allow for this connectivity to be delayed to future phases.

-Submitted by Chris Bosley, City Engineer

A-4-22: Coeur Terre (440+/- Acre Annexation)

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

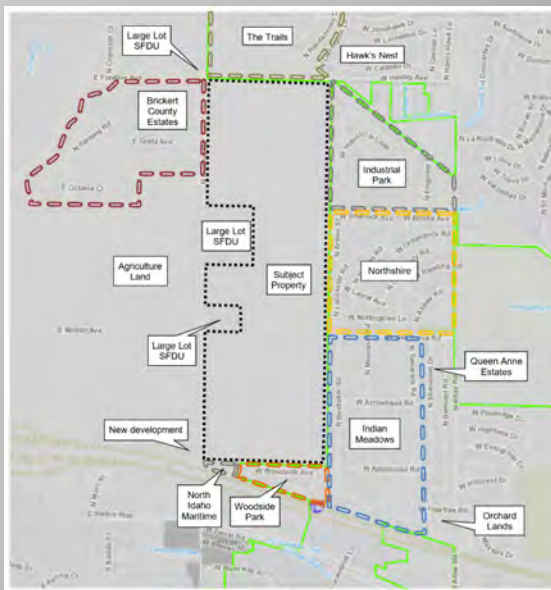
Existing
Rights-of-way
Nearby:



A-4-22: Coeur Terre (440+/- Acre Annexation)

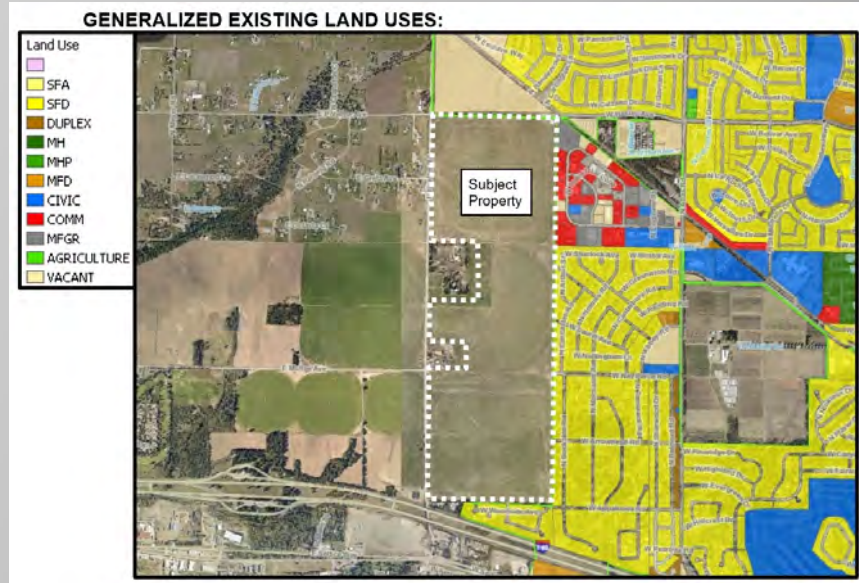
Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

Neighborhoods
and Other
Adjacencies:



A-4-22: Coeur Terre (440+/- Acre Annexation)

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



A-4-22: Coeur Terre (440+/- Acre Annexation)

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



A-4-22: Coeur Terre (440+/- Acre Annexation) City Council Annexation and Development Agreement Considerations

Note: The following items are specific to this annexation request and are part of the final draft development agreement provided. All other city policies and department requirements for development are obligatory.

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, are addressed in the annexation and development agreement.

A-4-22: Coeur Terre (440+/- Acre Annexation) City Council Annexation and Development Agreement Considerations

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 Terre 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 which include the following:
 1. Hawks Nest Lift Station
 2. Laurel/Sherwood Trunk Main
 3. Appaloosa Trunk Main
 4. Fairway Trunk Main
 5. Riverside Interceptor

A-4-22: Coeur Terre (440+/- Acre Annexation)
City Council Annexation and Development Agreement Considerations

Streets & Engineering (Transportation/Traffic):

- In the areas where the Huetter 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.

A-4-22: Coeur Terre (440+/- Acre Annexation)
City Council Annexation and Development Agreement Considerations

Streets & Engineering (Transportation/Traffic): *...continued*

- The Nez Perce Road/ Huetter Road 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 located west of the annexation boundary and within the City's Area of City Impact shall be dedicated to the Post Falls Highway District in order to establish the eastern edge of the Huetter right-of-way. Property outside the ACI should not be annexed into the City at this time. This dedication is intended to provide the required fifty-foot (50') half right-of-way on the east side of Huetter Road.

A-4-22: Coeur Terre (440+/- Acre Annexation)
City Council Annexation and Development Agreement Considerations

Planning:

- Proposed use limitations: No Adult Entertainment, Billboards, Industrial Uses, Heliports, Outdoor Sales or Rental of Boats, Vehicles, or Equipment, Outdoor Storage of materials and equipment (except during construction), Repair of Vehicles (unless entirely within a building), Sewage Treatment Plants and other Extensive Impact activities (unless publicly owned), Work Release Facilities, Wrecking Yards, and Vehicle Washing (unless located within a building or parking structure).
- Five percent (5%) of the residential units qualify as “affordable/workforce housing” in conjunction with PAHA (or similar organization as exists at the time of implementation) as the administrating entity. This level of commitment was discussed with the applicant prior to any hearings with details to be addressed in the annexation and development agreement.

A-4-22: Coeur Terre (440+/- Acre Annexation)
City Council Annexation and Development Agreement Considerations

Planning: *...continued*

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

A-4-22: Coeur Terre (440+/- Acre Annexation) City Council Annexation and Development Agreement Considerations

Parks:

- 5.4 acres for one Neighborhood Park at the 81st acre of development
- 12.3 acres for one Community Park at the 199th acre of development
- Two 12' wide traversing north-south trails that connect out of the development
- Two 10' wide traversing east-west trails that connect out of the development

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.

A-4-22: Coeur Terre (440+/- Acre Annexation) Action Alternatives

City Council is tasked with making findings to: **approve, deny, deny without prejudice, or table the decision to a date certain for additional information.**





Also, a **separate motion** for the annexation & development agreement is required.

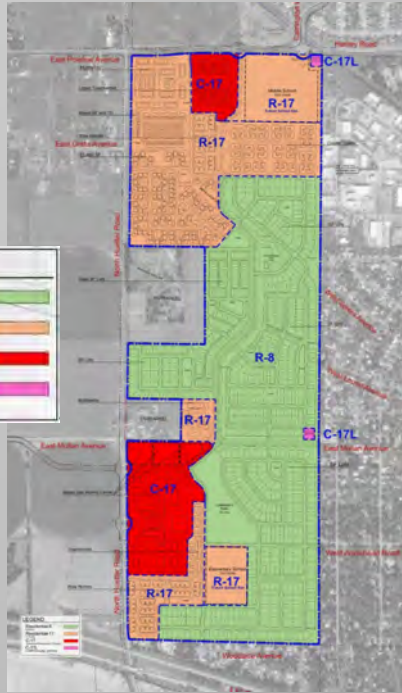
If City Council decides to *approve* the request, upon signature of the annexation & development agreement, the following will occur:

- The subject property is incorporated into city limits
- The appointed zoning will be applied as described
- The annexation & development agreement become binding



A-4-22: Coeur Terre (440+/- Acre Annexation)

| LEGEND | |
|--|---|
| Residential-8 8 Du/Ac |  |
| Residential-17 17 Du/Ac |  |
| C-17 Commercial/Residential (17 Du/Ac) |  |
| C-17L Limited Commercial (Res. Well Site) |  |



ORDINANCE NO. _____
COUNCIL BILL NO. 23-1002

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed.

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

SECTION 1. That the property as set forth in Exhibit "A," attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, upon the request of the owners, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned to City R-8, R-17, C-17L, & C-17.

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and she is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on February 7, 2023.

APPROVED by the Mayor this 7th day of February, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

A-4-22 – Coeur Terre

(lying north of I-90, south of Hanley Ave, east of Huetter Rd.)

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-4-22 – Coeur Terre (lying north of I-90, S. of Hanley Ave, east of Huetter Rd.), and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 7th day of February, 2023.

Randall R. Adams, City Attorney

EXHIBIT "A"

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

KOOTENAI COUNTY LAND COMPANY

CITY OF COEUR D' ALENE ANNEXATION

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

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°39'33" EAST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

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

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

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

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

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

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

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

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

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

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

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

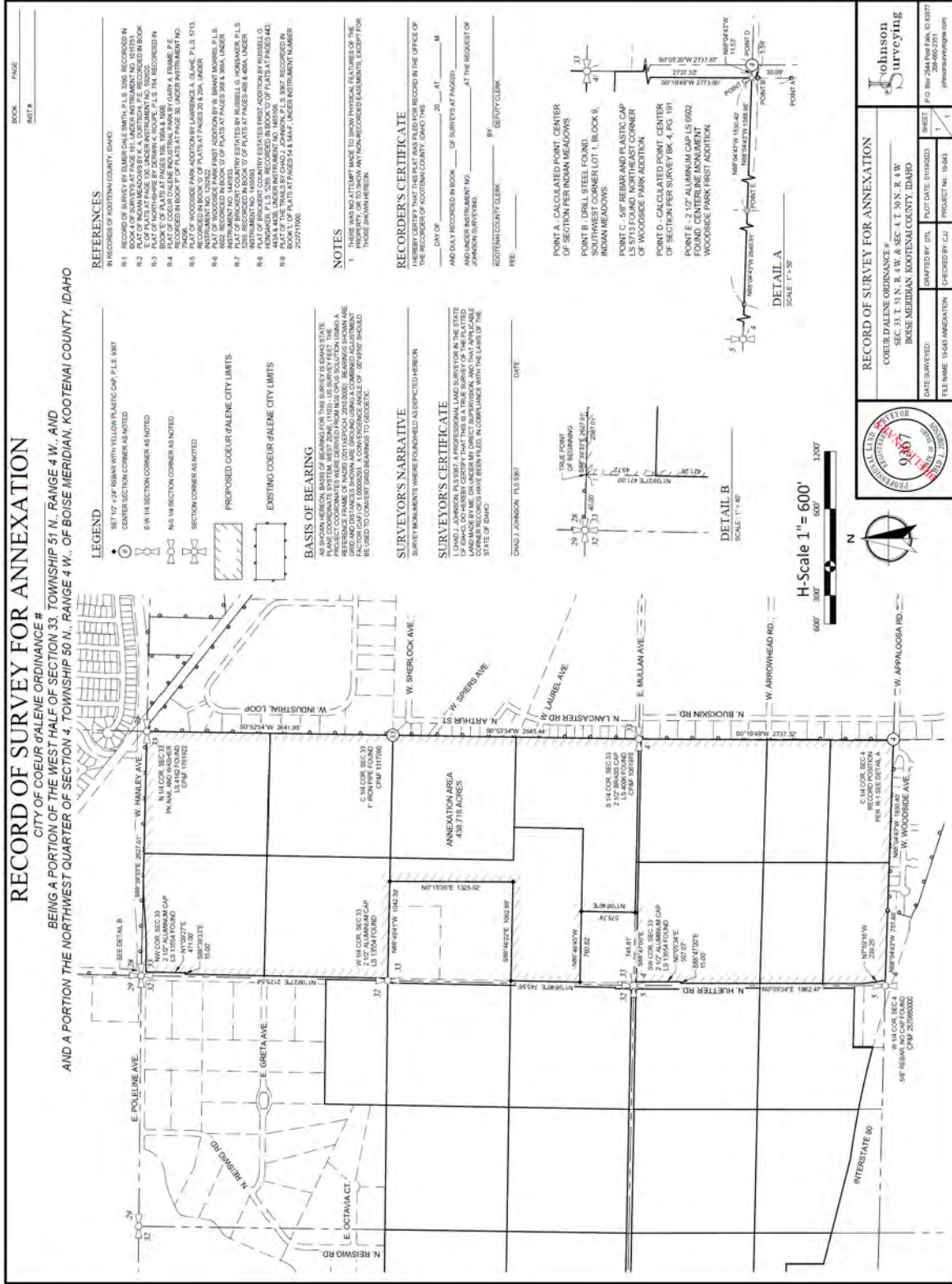
THENCE NORTH 88°45'41" WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1042.39 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

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

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

CONTAINING 438.718 ACRES, MORE OR LESS.

ANNEXATION MAP:



RESOLUTION NO. 23-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING 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.

WHEREAS, an Annexation and Development Agreement has been negotiated between the City of Coeur d'Alene and Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, AND LREV 39 LLC, hereinafter referred to as the "Owners," pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as exhibit "A" and by this reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED that the City enter into the Annexation and Development Agreement with the Owners in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City of Coeur d'Alene.

DATED this 7th day of February, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MCEVERS Voted

COUNCIL MEMBER ENGLISH Voted

_____ was absent. Motion _____.

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 ____ day of _____, 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.”

W I T N E S S E T H:

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 are 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; 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 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.
 - 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, in consultation with 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.

4.2.4 All access onto Huetter Road from the development shall be approved by Post Falls Highway District prior to construction.

4.3 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.

4.4 Public Parklands:

4.4.1 Neighborhood Park: The Owners have agreed to donate to the City, via Warranty Deed, approximately five point four (5.4) acres of land in the Development to the City for a public neighborhood park. The Owners further agree to complete baseline improvements for the park, according to a design and layout approved by the City, including items such as parking lots, perimeter sidewalks, rough grading, and installation of irrigation and utility stubouts to the park, and to transfer the park to the City by the commencement of the development of the eighty-first (81st) gross acre of the Property (school sites and water assets excluded). This park shall be counted toward the required ten percent (10%) open space for any approved Planned Unit Development (PUD), but shall not serve to satisfy any deficiencies of open space which may exist in a PUD developed prior to the construction of the park.

4.4.2 Community Park: The Owners have agreed to develop and donate to the City, via Warranty Deed, approximately twelve point three (12.3) acres of land in the Development to the City for a public community park. The Owners further agree to complete baseline improvements for the park, according to a design and layout approved by the City, including items such as parking lots, perimeter sidewalks, rough grading, and installation of irrigation and utility stubouts to the park, and to transfer the park to the City by the commencement of the development of the one-hundred ninety-ninth (199th) gross acre of the Property (school sites and water assets excluded). This park shall be counted toward the required ten percent (10%) open space for any approved Planned Unit Development (PUD), but shall not serve to satisfy any deficiencies of open space which may exist in a PUD developed prior to the construction of the park.

4.4.3 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.

4.4.4 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.

4.4.5 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.

4.5 Water Facilities:

4.5.1 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.

4.5.2 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 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.

- 4.6 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.
- 4.7 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 "D," the Owners will convey two future school sites to School District #271.

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 Parties agree that phased development of the Property, with future subdivision plats, planned unit developments (PUDs), site plans, and/or boundary line adjustments may be necessary and shall be accepted for application. 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.
- 6.2 Use Limitations: The Owners agree that certain uses are not compatible in the location of the proposed Annexation. The following uses are prohibited: 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).

- 6.3 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, and density by zone and phase shall be tracked and reported throughout the project duration in a timely manner by the Owners to the Planning Department.
- 6.4 Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase Option: The Owners agree to reserve at least five percent (5%) of 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, except for owned rental products which shall meet 80-130% AMI for the first five years in which they are occupied. 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.
- 6.5 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.
- 6.6 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.

- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.
- 6.11 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.

- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 Exhibits: All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.
- 6.16 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.
- 6.17 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.
- 6.18 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.
- 6.19 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.

- 6.20 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.
- 6.21 Compliance with Applicable Laws: The Owners agree to comply with all applicable Federal, State, and local laws and regulations.
- 6.22 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.
- 6.23 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.
- 6.24 Venue, Jurisdiction, and Governing Law: If no voluntary resolution is obtained through direction negotiations or mediation, and legal action is initiated, then any legal action shall be brought in Kootenai County, Idaho. Idaho law shall govern and all disputes.
- 6.25 Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

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.

CITY OF COEUR D'ALENE

ATTEST:

By _____
James Hammond, Mayor

Renata McLeod, City Clerk

| | |
|---|---|
| <p>DEVELOPER KOOTENAI COUNTY LAND COMPANY, LLC</p> <p>By _____ Melissa Wells, Manager</p> | |
| OWNERS | |
| <p>LREV 27 LLC</p> <p>By _____ Melissa Wells, Manager</p> | <p>LREV 28 LLC</p> <p>By _____ Melissa Wells, Manager</p> |
| <p>LREV 29 LLC</p> <p>By _____ Melissa Wells, Manager</p> | <p>LREV 30 LLC</p> <p>By _____ Melissa Wells, Manager</p> |
| <p>LREV 31 LLC</p> <p>By _____ Melissa Wells, Manager</p> | <p>LREV 32 LLC</p> <p>By _____ Melissa Wells, Manager</p> |
| <p>LREV 33 LLC</p> <p>By _____ Melissa Wells, Manager</p> | <p>LREV 34 LLC</p> <p>By _____ Melissa Wells, Manager</p> |
| <p>LREV 35 LLC</p> <p>By _____ Melissa Wells, Manager</p> | <p>LREV 36 LLC</p> <p>By _____ Melissa Wells, Manager</p> |
| <p>LREV 37 LLC</p> <p>By _____ Melissa Wells, Manager</p> | <p>LREV 38 LLC</p> <p>By _____ Melissa Wells, Manager</p> |
| <p>LREV 39 LLC</p> <p>By _____ Melissa Wells, Manager</p> | |

EXHIBIT "A"

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

KOOTENAI COUNTY LAND COMPANY

CITY OF COEUR D' ALENE ANNEXATION

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

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°39'33" EAST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 438.718 ACRES, MORE OR LESS.

ANNEXATION MAP:

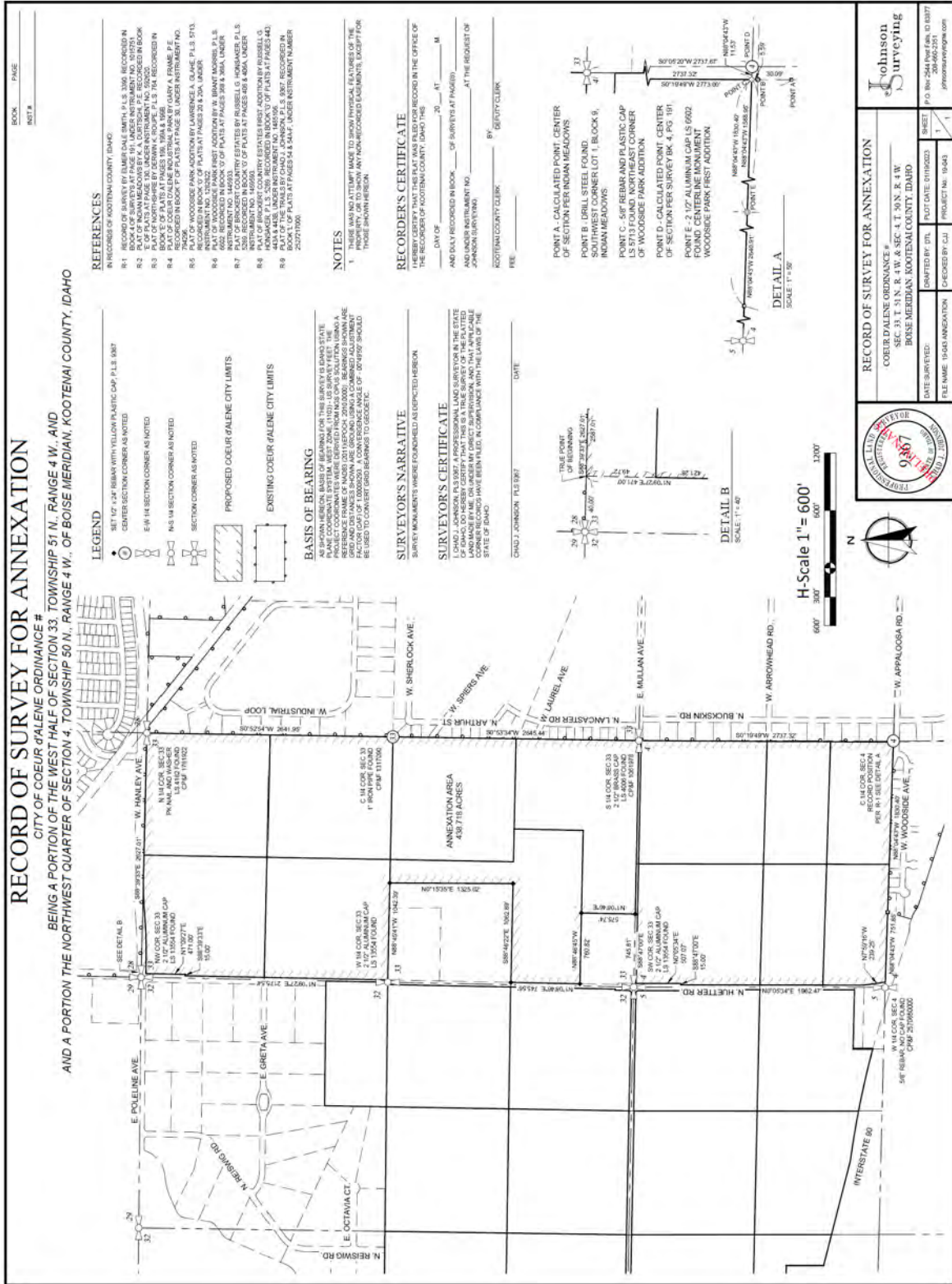


EXHIBIT “B”

Planning and Zoning Commission Findings and Order

COEUR D'ALENE PLANNING COMMISSION

FINDINGS AND ORDER

A-4-22

A. INTRODUCTION

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

APPLICANT: KOOTENAI COUNTY LAND COMPANY, LLC

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

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND
FACTS RELIED UPON
(The Planning Commission may adopt Items B1 to B7.)**

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

Community & Identity

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

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

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

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

Growth & Development

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

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

Objective GD 1.5: Recognize neighborhood and district identities.

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

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

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on all staff input, testimony and in the staff report noting pages 22 and 23 listing all the conditions from the various departments the capacity to serve this property.

- B10. That the physical characteristics of the site make it suitable for the request at this time because the land is flat with exception of portions in the south with no topography issues or physical site constraints.

- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because the zoning that is proposed provides the right adjacent capability with surrounding areas. KMPO said in their presentation "Most facilities with planned improvements can tolerate additional traffic and are in support of this development and later be able to evaluate this project as phases come forward. He stated the zones selected R-17. C-17L and C-17 are designed to provide a good buffer to the surrounding properties.

C. ORDER: CONCLUSION AND DECISION

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

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

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

Water:

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

Wastewater:

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

Streets & Engineering (Transportation/Traffic):

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

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

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

Parks:

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

Planning:

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

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

Other:

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

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

ROLL CALL:

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

Commissioner Luttrupp was absent.

Motion to approve carried by a 6 to 0 vote.



CHAIRMAN TOM MESSINA

EXHIBIT “C”

(Legal Descriptions of Zoning Districts & Corresponding Zoning Map)

ZONE C-17L (WATER TOWER)

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

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

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

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

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

THENCE SOUTH 88°39’33” EAST 150.00 FEET TO THE **POINT OF BEGINNING**.

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

ZONE C-17 (NORTH)

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

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

THENCE SOUTH 01°20’27” WEST 676.63 FEET;

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

THENCE SOUTH 51°28’20” WEST 145.79 FEET;

THENCE NORTH 88°38’42” WEST 99.77 FEET;

THENCE NORTH 00°44’36” EAST 113.94 FEET;

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

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

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

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

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

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

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

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

CONTAINING 12.239 ACRES, MORE OR LESS.

ZONE R-17 (NORTH)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 114.941 ACRES, MORE OR LESS.

ZONE R-8

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

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

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

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

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

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

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

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

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

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

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

THENCE NORTH 88°04'43" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4; A DISTANCE OF 2171.16 FEET; THENCE NORTH 01°10'25" EAST 435.05 FEET;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, 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 234.152 ACRES, MORE OR LESS.

ZONE C-17L (WELL SITE)

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

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

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

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

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

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

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

ZONE R-17 (MIDDLE)

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

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

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

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

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

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

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

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

CONTAINING 6.076 ACRES, MORE OR LESS.

ZONE C-17 (SOUTH)

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

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

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

1. THENCE SOUTH 00°05'34" WEST 507.07 FEET;
2. THENCE NORTH 88°47'00" WEST 15.00 FEET;
3. THENCE SOUTH 00°05'34" WEST 1322.51 FEET;

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

THENCE NORTH 01°10'25" EAST 490.42 FEET;
THENCE NORTH 50°14'22" EAST 83.48 FEET;
THENCE NORTH 01°10'25" EAST 464.64 FEET;
THENCE SOUTH 88°49'35" EAST 165.32 FEET;
THENCE NORTH 01°10'25" EAST 65.95 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 23°08'37" WEST, A CHORD DISTANCE OF 164.71 FEET, THROUGH A CENTRAL ANGLE OF 48°38'04", A DISTANCE OF 169.77 FEET;
THENCE NORTH 47°27'39" WEST 62.22 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 34°53'56" WEST, A CHORD DISTANCE OF 130.50 FEET, THROUGH A CENTRAL ANGLE OF 25°07'26", A DISTANCE OF 131.55 FEET;
THENCE NORTH 22°20'13" WEST 119.08 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 59°34'04" EAST, A CHORD DISTANCE OF 83.08 FEET, THROUGH A CENTRAL ANGLE OF 16°11'27", A DISTANCE OF 83.36 FEET;
THENCE NORTH 51°28'20" EAST 244.38 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 36°53'42" EAST, A CHORD DISTANCE OF 148.49 FEET, THROUGH A CENTRAL ANGLE OF 29°09'16", A DISTANCE OF 150.11 FEET;
THENCE NORTH 67°40'56" WEST 73.76 FEET, TO THE NORTH LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 88°47'00" WEST 1117.16 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 39.158 ACRES, MORE OR LESS.

ZONE R-17 (SOUTH)

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

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

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

1. THENCE SOUTH 00°05'34" WEST 507.07 FEET;
2. THENCE NORTH 88°47'00" WEST 15.00 FEET;
3. THENCE SOUTH 00°05'34" WEST 1322.51 FEET TO THE **TRUE POINT OF BEGINNING**;

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

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

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

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

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

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

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

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

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

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

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

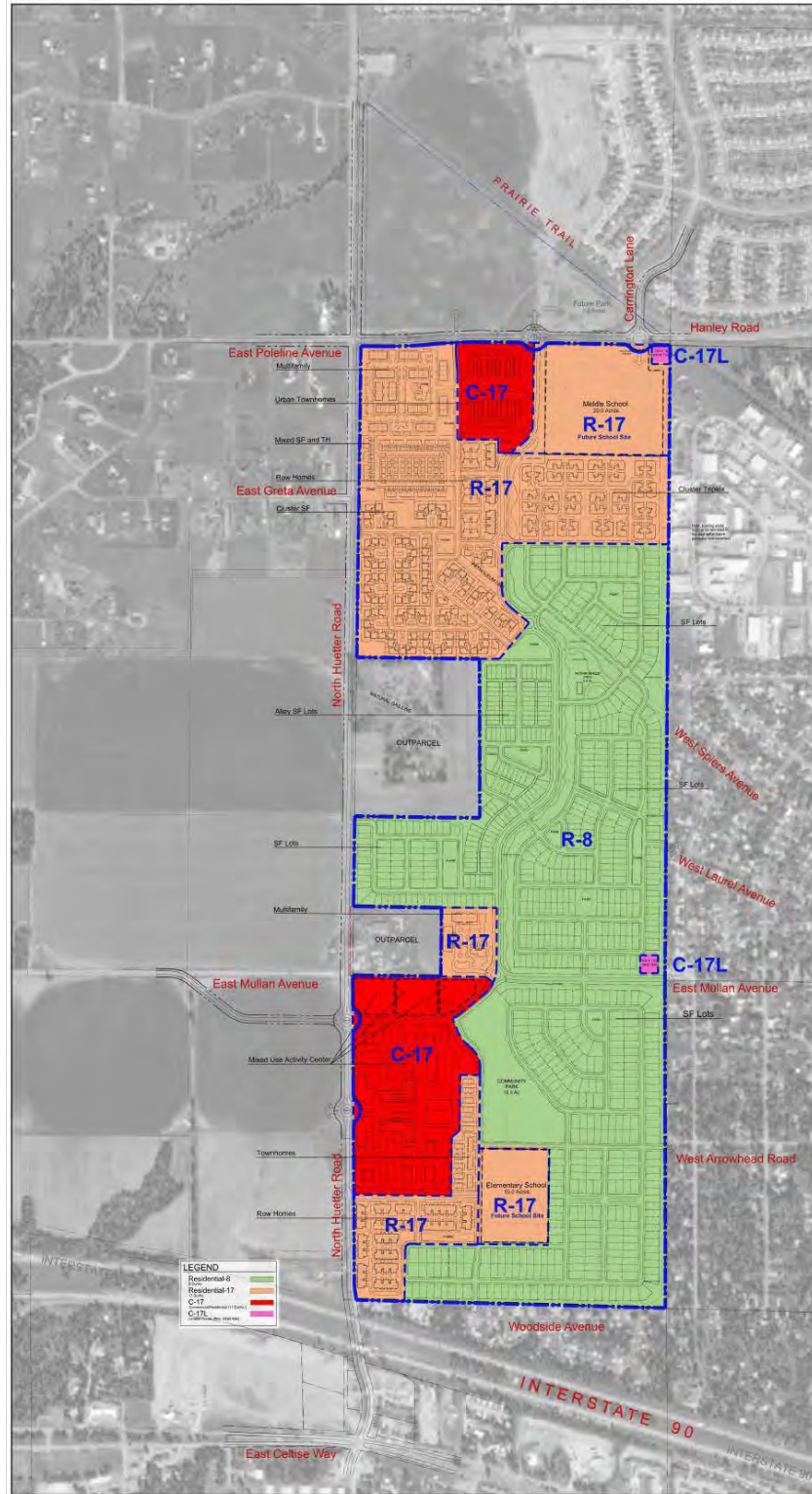
THENCE NORTH 88°04'43" WEST, ALONG LAST SAID SOUTH LINE 411.09 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

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

THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°05'34" EAST 639.95 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 30.428 ACRES, MORE OR LESS.

CORRESPONDING ZONING MAP:



COEUR TERRE

Proposed Zoning and Land Uses
East Neighborhood
Koshong County, Idaho

Date: May 1, 2022
Revised: July 9, 2022
BIRDSECK.COM

EXHIBIT "D"

(Copy of MOU with School District #271)

MEMORANDUM OF UNDERSTANDING

Coeur d'Alene School District #271 and LRE V, LLC

This memorandum of understanding ("MOU") is entered into on this 7th day of February, 2022 (the "Effective Date"), by and between LRE V, LLC, an Idaho limited liability company and its wholly owned subsidiaries which hold title to the subject properties (together with its successors and assigns, collectively referred to herein as, "Owner") and the Coeur d'Alene School District #271 (the "District). Collectively, the District and Owner are referred to herein as the "Parties"; provided, however, the Parties acknowledge and agree that: (1) LRE V LLC holds the property for investment and does not intend to develop the subject Property and, instead, shall convey its interest in the subject Property, to an entity which intends to develop the Property and incident to that conveyance the transferee shall assume all obligations of the Owner under this MOU and (2) any reference herein to development, annexation or subdivision of the subject Property is in reference to actions to be taken by the transferee or successor in interest to the present Owner, which is signatory to this MOU.

RECITALS:

- A. The District is in need of, and has had significant difficulty locating, at a feasible price, appropriate real property for purposes of a new elementary school and middle school.
- B. The Owner desires to work with the District to donate certain property and sell other property to meet the District's needs as outlined below.
- C. Owner is the owner of certain unimproved real property located east of N. Huetter Rd., bounded to the north by what will be an extension of N. Hanley and to the south by W. Appaloosa Road, all of which property is located in Kootenai County, Idaho within the District's boundaries and generally depicted on Exhibit "A" hereto (the "Property").
- D. Owner intends to annex the Property into the jurisdiction of the City of Coeur d'Alene, Idaho in conjunction with (or followed by) an application for zoning and subdivision approval (the "Project").
- E. Owner intends to donate, and the District desires to accept, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately ten (10) acres, located within the Project near W. Appaloosa Road as generally depicted on Exhibit "B" hereto (the "Donated School Property"), subject to the terms of this MOU.
- F. In addition to the Donated School Property, the District intends to purchase, and Owner desires to sell, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately twenty (20) acres, located within the Project near N. Hanley as depicted on Exhibit "B" (the "Purchased School Property"). The Donated School Property and the Purchased School Property are sometimes referred to herein, collectively, as the "School Lots."

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 1

- G. The Parties desire to work together, in good faith, to achieve the mutual goals and interests outlined herein.

NOW THEREFORE, the Parties agree that the following steps outline the basic terms of the intended donative and sale transfers contemplated by the Parties:

1. Owner agrees (or to cause its successors in interest to agree) to work in good faith toward the following goals:
 - a. To submit (or cause its successor in interest to submit) applications to the City of Coeur d'Alene for the purposes of annexation, rezoning and subdivision of the Property in a timely manner not to exceed 180 days from the Effective Date of this agreement.
 - b. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to donate the Donated School Property to the District.
 - i. The location, layout, size and requested zoning of the Donated School Property shall be subjected to review by and coordination with the District before submission to the City.
 - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Donated School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
 - c. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to sell the Purchased School Property to the District.
 - i. The location, layout, size and requested zoning of the Purchased School Property shall be subjected to review by and coordination with the District before submission to the City.
 - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Purchased School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
 - d. To include (or cause its successors in interest to include) in its plans and factoring for the Project, the size and location of the School Lots as depicted on Exhibit "B", and to include the same in all studies submitted (including but not limited to sewer, water, roads and traffic) in order to complete all necessary submittals and infrastructure required to obtain final plat approval from the City of Coeur d'Alene.
2. The District agrees to work in good faith toward the following goals:
 - a. To work with Owner (or its successors in interest) on the location, layout, size and requested zoning of the School Lots consistent with the parameters outlined herein.

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 2

- b. To write a letter of support in favor of annexation and development of the Property to the City of Coeur d'Alene and otherwise support annexation and development of the Property as reasonably requested by Owner or its successors in interest.
- 3. The Parties recognize and agree that this Agreement is preliminary in nature and only addresses the conceptual shared goals of (i) annexation of the Property into the City; (ii) donation of the Donated School Property; and (iii) purchase of the Purchased School Property. If the Property is successfully annexed into the City, the Parties agree to work together in good faith to negotiate a subsequent MOU to address additional details such as (but not limited to) the purchase price for the Purchased School Property and the potential to share the cost of necessary infrastructure associated with the School Lots.
- 4. The Parties recognize and agree that any donation and/or purchase of real property requires the approval of the District's then sitting Board of Trustees, in addition to other requirements mandated by Idaho law.
- 5. All obligations of Owner under this MOU, any subsequent MOU, any Purchase Agreement or Donation Agreement shall be contingent on the prior annexation of the Property into the City of Coeur d'Alene and approval and undertaking of the subdivision and development of the subject Property.
- 6. This MOU shall take effect on the Effective Date and can only be modified by a written document signed by the Parties. The Parties may mutually agree to terminate this MOU at any time and this MOU may be terminated by either party in the event of a material breach of any obligations set forth herein.
- 7. The Parties agree to work in good faith towards the goals outlined herein.

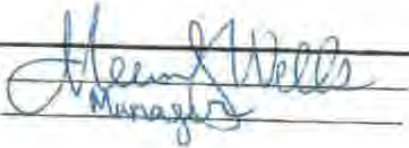
In witness hereof, the Parties hereto have executed this Memorandum of Understanding on the date set forth below.

Coeur d'Alene School District #271

LRE V, LLC, an Idaho limited liability company



By: Dr. Shon Hocker
Its: Superintendent



By:
Its:

EXHIBIT "E"

(Generally Adhered to Design: Conceptual Master Plan)

