



**CITY COUNCIL APPEAL HEARING
AUGUST 31, 2026, 5:00 P.M.
LIBRARY COMMUNITY ROOM
702 E. FRONT AVENUE**

MEETING AGENDA

1. Call to Order

PUBLIC HEARING: Please feel free to sign up in advance of the meeting to testify at <https://www.cdaid.org/signinpublic/Signinformlist> prior to 3:00 p.m. the day of the hearing.

1. **Action Item** (Quasi-judicial) APPEAL OF ITEM S-2-26: Coeur Terre 2 Subdivision

Staff Report: Sean Holm, Senior Planner

- a. S-2-26AA – An administrative appeal of the Planning and Zoning Commission's approval of a preliminary plat to subdivide +/- 202 acres into 284 single-family and 36 multi-family lots, a public park, a public school site, and associated non-buildable tracts zoned R-3, R-8, & R-17, known as Coeur Terre 2 Subdivision. Property located in the southern portion of the Coeur Terre master planned community, north of W. Woodside Ave., south of the future W. Nez Perce Rd. extension, east of N. Huetter Rd., and West of N. Buckskin Rd.
 - Appellant: Madelyn Knutson
 - Applicant: Connie Krueger, AICP
 - Owner LREV 33, LLC through LREV 39, LLC (Lakeside Companies).

2. Adjournment

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 72 hours in advance of the meeting date and time.

Coeur d'Alene CITY COUNCIL MEETING

August 31, 2026

Appeal Hearing

MEMBERS OF THE CITY COUNCIL:

Daniel K. Gookin, Mayor

Council Members English, Evans, Miller, Wood, Gabriel, Sheckler

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, SENIOR PLANNER

DATE: AUGUST 31, 2026

SUBJECT: S-2-26AA: ADMINISTRATIVE APPEAL OF THE PLANNING AND ZONING COMMISSION'S APPROVAL OF A PHASED PRELIMINARY PLAT REQUEST TO SUBDIVIDE APPROXIMATELY 202.01 GROSS ACRES OF EXISTING PROPERTIES INTO 284 SINGLE-FAMILY AND 36 MULTI-FAMILY LOTS, A PUBLIC PARK, A PUBLIC-SCHOOL SITE, AND ASSOCIATED NON-BUILDABLE TRACTS, KNOWN AS THE COEUR TERRE 2 SUBDIVISION.

LOCATION: PROPERTY LOCATED IN THE SOUTHERN PORTION OF THE COEUR TERRE MASTER PLANNED COMMUNITY, NORTH OF W. WOODSIDE AVE., SOUTH OF THE FUTURE W. NEZ PERCE RD. EXTENSION, EAST OF N. HUETTER RD., AND WEST OF N. BUCKSKIN RD.

OWNER:

LREV 33 through LREV 39, LLCs
c/o Lakeside Companies
1859 N. Lakewood Dr. #200
Coeur d'Alene, ID 83814

APPLICANT/CONSULTANT:

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

APPELLANT:

Madelyn Knutson
4208 W. Appaloosa Road
Coeur d'Alene, ID 83815

DECISION POINTS:

Lakeside Companies, through their representative Connie Krueger, AICP, is requesting approval of the Coeur Terre 2 Preliminary Plat, a proposed subdivision of approximately 202 gross acres (126.35 developable acres) within the Coeur Terre Master Planned Community. The preliminary plat would create 320 residential lots (with up to 213 multi-family dwelling units in the R-17 zoning district) plus a public park lot and public-school site with 21 tracts, across seven phased additions. The Planning and Zoning Commission approved the preliminary plat on July 14, 2026. An appeal of that decision was timely filed pursuant to Municipal Code § 16.25.050(A), and the City Council will hold a de novo public hearing on the proposal on August 31, 2026. The City Council must determine whether the proposed preliminary plat meets the applicable subdivision design standards (Chapter 16.15) and improvement standards (Chapter 16.40), and make the required findings to approve, approve with conditions, deny, deny without prejudice, or defer action on the request until the next scheduled hearing in order to review additional information that it deems necessary in order to render a final decision.

APPLICATION SUMMARY:

Property Size:

- Approximately 202 gross acres; 126.35 acres proposed for development.

Existing Zoning:

- R-3 (Single-Family Residential, 3 du/acre max)
- R-8 (Single-Family Residential, 8 du/acre max)
- R-17 (Multi-Family Residential, 17 du/acre max)

Coeur Terre 2 Phasing:

- Addition 87 total lots
- 1st Addition 90 total lots
- 2nd Addition 47 total lots
- 3rd Addition 69 total lots
- 4th Addition Public park
- 5th Addition Public school
- 6th Addition 27 lots / 213 units

Proposed Lots/Units by zoning district:

- R-3: 48 single-family lots
- R-8: 236 single-family lots → plus a 12.309-acre community park
- R-17: 36 lots (mix of single & multi-family) → plus a 10.065-acre school site

Affordable Housing:

A minimum of 26 affordable/workforce housing units (approximately 5% of total units), distributed across phased additions as follows:

- Addition: 5 units (5.75%)
- 1st Addition: 4 units (5.08%)
- 2nd Addition: 4 units (5.80%)
- 3rd Addition: 2 units (5.12%)
- 6th Addition: 11 units (5.16%)

Design Deviations:

None requested.

Grand Total:

- ***320 lots with up to 506 residential units (plus public park, school site, and non-buildable tracts)***

HISTORY:

The Coeur Terre property has been the subject of comprehensive planning initiated in 2012, when the applicant first approached the former property owner to develop a master plan for the landholding. Between 2013 and 2017, the applicant engaged SWA Group, a landscape architecture and planning firm, to develop a conceptual master plan. In 2018–2019, the property was sold, and the applicant commissioned John Burns Real Estate Consulting for regional housing analysis and engaged BSB Design to update the master plan.

From 2019 through 2021, the applicant conducted extensive agency coordination with Kootenai Metropolitan Planning Organization (KMPO), Ross Point Water District, School Districts #271 and #273, and the Cities of Post Falls and Coeur d'Alene. The applicant developed a memorandum of understanding with the Coeur d'Alene School District regarding two future school sites (for elementary and middle schools), commissioned a sewer master plan study from JUB Engineers and a transportation master plan study from CivTech, and conducted public outreach through the Langdon Group.

On October 11, 2022, the application for annexation and zoning was heard before the Planning and Zoning Commission. The Commission voted 6–0 to recommend approval of the annexation, zoning, and development agreement as presented at the public hearing.

On March 21, 2023, the City Council approved the annexation, zoning, and the Coeur Terre Annexation and Development Agreement (the "Development Agreement"). The agreement established zoning districts, maximum ERU unit counts (2,800 units across the Master Plan area), and infrastructure and public improvement commitments for the Coeur Terre Master Planned Community.

The proposed Coeur Terre 2 subdivision represents the next major phase of development within the approved Master Plan framework. A pre-application meeting was held with City staff to review the preliminary plat concept.

BACKGROUND & PRIOR APPROVALS:

The Coeur Terre project, a master-planned mixed-use development spanning approximately 438 acres on the western edge of Coeur d'Alene, was annexed from Kootenai County into the city limits on March 21, 2023.

The **annexation** rezoned land previously zoned agriculture-suburban to a combination of residential districts (R-3, R-8, R-17) and commercial zones (C-17 and C-17L). Concurrently, the Coeur Terre **Annexation and Development Agreement** was recorded, allowing up to 2,800 ERUs, commercial spaces, parks, transversing trails, and sites for two public schools over a 20- to 30-year buildout period. *Note: Public Hearings for land use considerations such as subdivision approvals cannot alter the Agreement for zoning, density, access or other defined requirements, limitations, or allowances found within.*

Following annexation, Kootenai County Land Company, LLC, applied for a **four-lot short plat** “Full Circle Tracts,” located at the north end of the project. This short plat created four parcels: one for the City’s water tower, another for a future school site, a commercially zoned parcel (10.91-acres) that has since been sold to the Church of Jesus Christ of Latter-day Saints, and a remainder parcel. Full Circle Tracts was recorded on December 6, 2023.

Amendment No. 1 to the Annexation and Development Agreement, partially approved by City Council on April 15, 2025, adjusted the wastewater utility timeline and relocated/rezoned a well site from C-17L to R-3. The Council denied the applicant’s request to allow underlying zoning to govern all land use types and rejected a zone change from R-17 to C-17 for 14.095 acres in the northwestern corner.

Amendment No. 2 to the Annexation and Development Agreement, approved by City Council on October 21, 2025, modified Exhibit “E” to change the “cluster triplex” land use designation to a combination of “active adult senior living” and “multifamily” for the Coeur Terre 1 PUD.

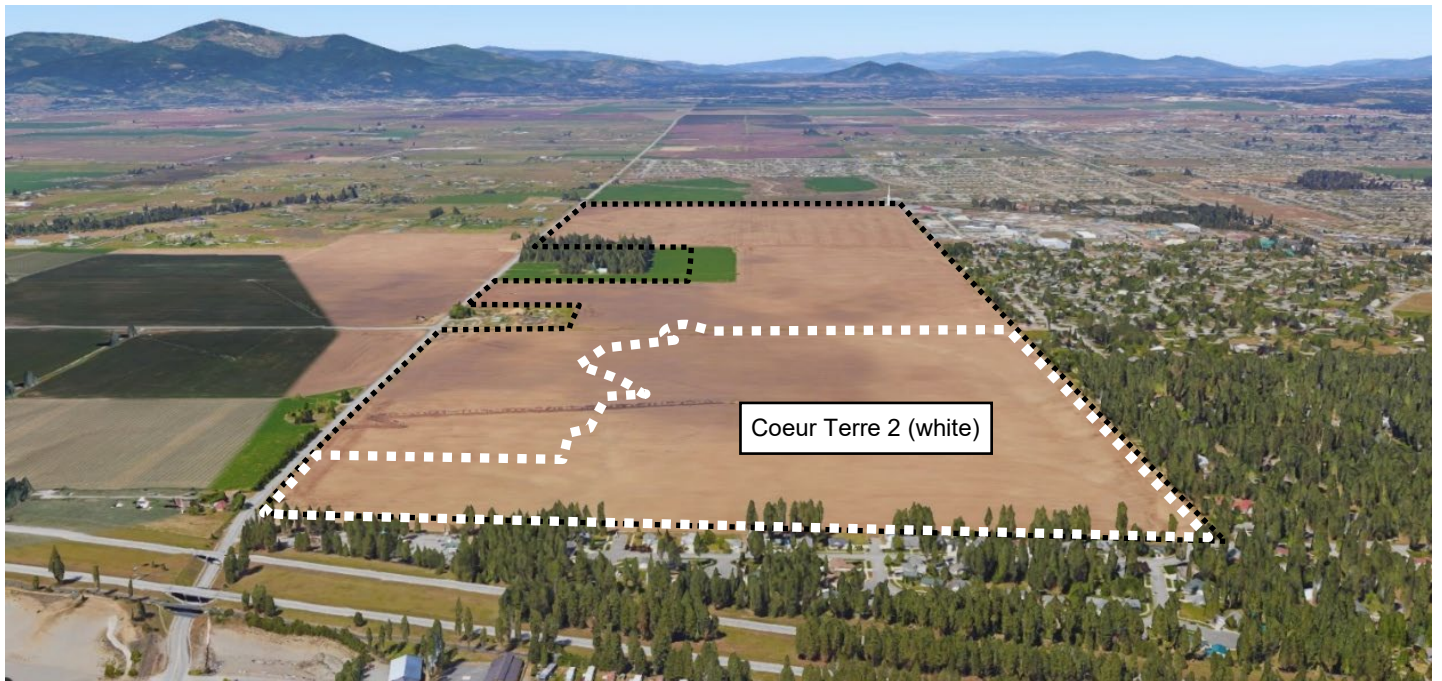
Amendment No. 3 to the Annexation and Development Agreement, approved by City Council on December 2, 2025, modified Exhibit “E” to change the 10.91-acre C-17 zoned church property (Full Circle Tracts, Lot 2 Block 1) from “urban townhomes” to “religious assembly,” following the LDS Church’s renewed request.

On December 9, 2025, the Planning and Zoning Commission reviewed and unanimously approved **PUD-1-25** (Coeur Terre 1 Planned Unit Development), **S-2-25** (preliminary plat), and **LS-1-25** (landscaping plan) for the northern portion of the project. This approval included 595 units consisting of 170 age-restricted senior living units (Affinity at Coeur Terre), 288 multifamily apartment units (The Goat Apartments), and 137 single-family detached units.

Property Location Map:



Bird's Eye View: Entirety Of Coeur Terre Looking North (white outline)



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



[illegible]

GENERALIZED LAND USE MAP:



EXISTING CITY ZONING:



AREA PHOTOS:

Intersection of W. Appaloosa Ave. and W. Woodside Ave. (future southern connection):



Looking NW from the SE corner of the subject property showing the existing field:



Image showing grade change at the southern edge of subject property:



Looking North from the SE corner of the subject property (Water tower marked):



Looking E from SW corner of property toward home accessed from Buckskin Rd.:



Looking west along the southern boundary of Coeur Terre toward N. Huetter Rd.:



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



Looking east from N. Huetter Rd. along the southern boundary of Coeur Terre:



W. Nez Perce Rd. Looking east near terminus at Coeur Terre:



W. Nez Perce Rd. Looking west into subject property:



S-2-26 SUBDIVISION: “Coeur Terre 2”

SUBDIVISION SUMMARY OF FACTS:

The following facts align with the facts listed in the draft Findings and Order worksheet for the City Council’s consideration. These facts can be modified and added to as part of the motion associated with the Findings and Order.

- A1.** Planning and Zoning Commission Public Hearing: The Planning and Zoning Commission held a public hearing on this matter on July 14, 2026, and considered testimony and evidence presented on the record and at the hearing.
- A2.** Planning and Zoning Commission Public Hearing Notice - Publication: Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on June 27, 2026, seventeen days prior to the hearing.
- A3.** Planning and Zoning Commission Public Hearing Notice - Posting: Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). Four notices were posted on the property on July 7, 2026, seven days prior to the hearing.
- A4.** Planning and Zoning Commission Public Hearing Notice - Mailing: Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). One hundred and fifty-one (151) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on June 24, 2026.
- A5.** Planning and Zoning Commission Public Hearing Notice — Political Subdivisions & Pipeline Companies: Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts on June 24, 2026. Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b). The Notice was sent to pipeline companies providing services within 1,000 feet of the subject property on June 24,

2026.

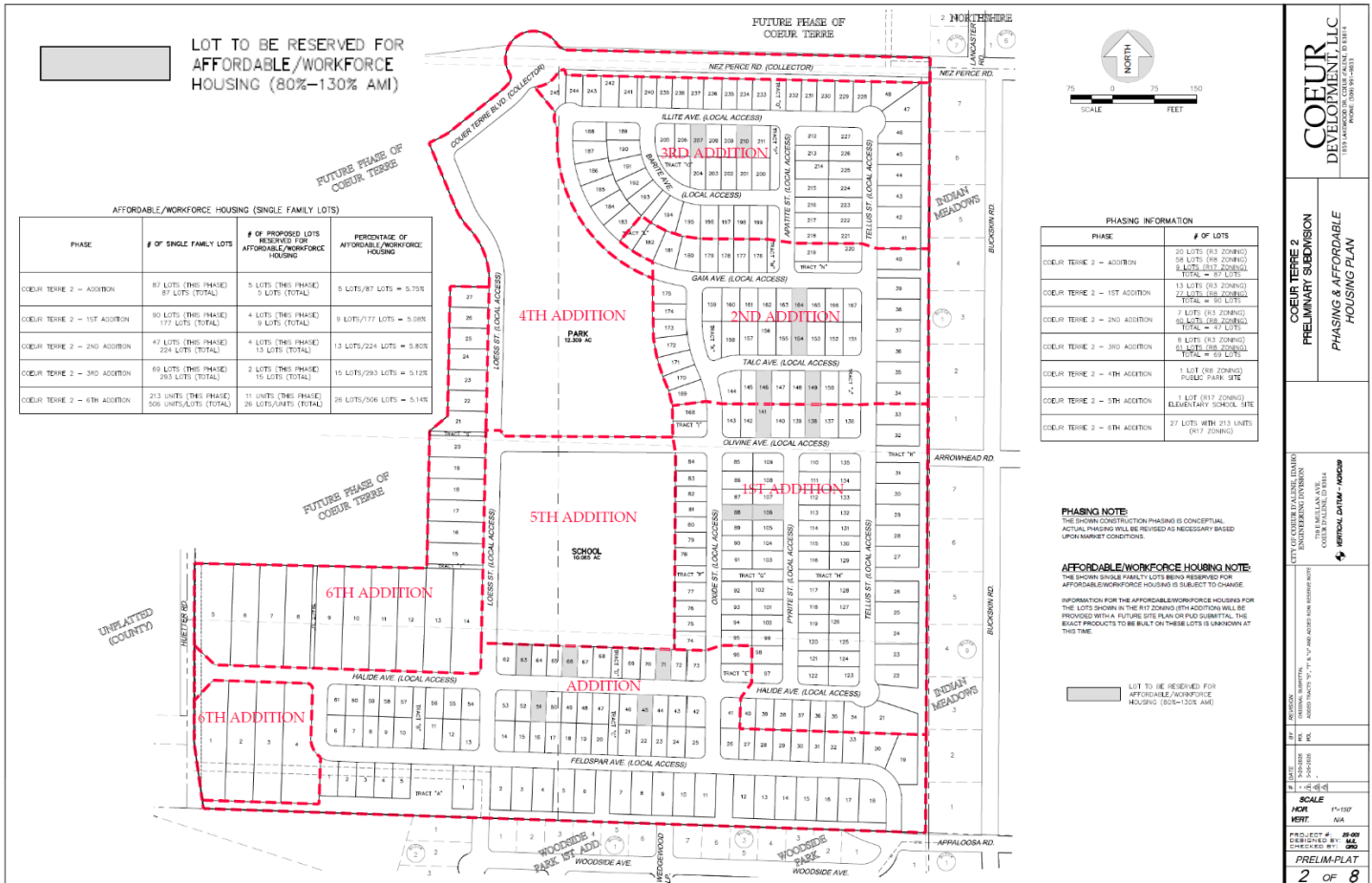
- A6.** Property Location and Size: The Coeur Terre 2 preliminary plat boundary encompasses approximately 202.01 gross acres (126.351 developable acres) in the southern portion of the Coeur Terre Master Planned Community, north of Interstate 90 on the west side of Coeur d'Alene.
- A7.** Zoning: The subject property is zoned R-3 (20.185 acres), R-8 (74.844 acres including park lot), and R-17 (30.428 acres including the school lot).
- A8.** Proposed Density by Zoning District: R-3 at 2.4 du/acre (max 3 du/acre), R-8 at 3.2 du/acre (max 8 du/acre), and R-17 at 7.3 du/acre (max 17 du/acre). All proposed densities are within the maximums permitted by the underlying zoning and the Development Agreement.
- A9.** Lot Size and Frontage: R-3 lots meet the minimum 11,500 sq. ft. lot size and 75-ft. frontage. R-8 lots meet the minimum 5,500 sq. ft. lot size and 50-ft. frontage. R-17 lot sizes and frontages vary, but all meet the minimum zoning performance standards of a minimum of 7,500 sq. ft and 50-ft. frontage. All lots front on public streets.
- A10.** No Design Deviations: The applicant is not requesting any deviations from City Subdivision Code standards. The Coeur Terre 2 Subdivision request is not associated with a Planned Unit Development and is therefore only subject to the Subdivision Findings.
- A11.** Subdivision Application Checklist: The applicant has submitted a completed Chapter 16.15 Subdivision Design Standards checklist indicating compliance with each applicable standard, including street and path conformance, continuity of the street network, local street design, pedestrian connectivity, and all other applicable design standards.
- A12.** Traffic Impact Analysis (TIA): A TIA prepared by CivTech (April 2026) evaluated 2030 and 2035 horizon conditions. Project improvements (100% developer responsibility) include the Huetter Road/Access A roundabout and the Huetter/Mullan northbound left-turn lane addition, both of which are in Post Falls Highway District. These improvements are anticipated to be completed by 2030. The TIA also identifies additional proportionate-share system improvements, such as turn lane extensions to ease congestion, to be completed by the City.
- A13.** Internal Street Network: The proposed street system is designed to align with the Master Plan and Development Agreement. The internal street network avoids creating a direct route through the subdivision to discourage through-traffic. Stop-controlled intersections will be identified on the construction plans with school

safety and traffic flow in mind. Collector streets include Coeur Terre Boulevard and Nez Perce Road. Street alignments, intersection geometry, grades, rights-of-way, and easements are designed to City standards.

- A14. Pedestrian and Bicycle Facilities:** Sidewalks are proposed throughout the development. Perimeter trail systems include a 12-foot asphalt multi-use path along the eastern boundary and a 10-foot asphalt path along the southern boundary. Mid-block walkway tracts are provided where block lengths exceed 600 feet.
- A15. Public Utilities:** Water systems include distribution mains sized for fire flow and spacing standards. Sewer systems connect to the municipal system. Stormwater management is via on-site infiltration with water quality treatment. All utilities are designed to City standards.
- A16. Appaloosa Trunk Main:** Shall be extended prior to the 454th equivalent residential unit (ERU) connection per Development Agreement Section 3.2.1.3, as amended.
- A17. Community Park:** A 12.309-acre centrally located community park lot is proposed with baseline improvements. The park lot and improvements shall be dedicated to the City per Development Agreement Section 4.7.2.
- A18. Public School Site:** A 10.065-acre lot is designated for an elementary school, to be donated to the Coeur d'Alene School District pursuant to a Memorandum of Understanding (Exhibit F of the Development Agreement).
- A19. Phasing:** The Coeur Terre 2 subdivision is proposed in seven phases: Addition (87 units), 1st Addition (90), 2nd Addition (47), 3rd Addition (69), 4th Addition (park lot), 5th Addition (school lot), and 6th Addition (27 lots / 213 units), with phasing flexibility allowed per the Development Agreement.
- A20. Affordable Housing:** A minimum of 26 affordable/workforce housing units (approximately 5% of total units) are proposed. The Development Agreement commits the applicant to providing affordable housing as part of the Master Planned Community.
- A21. Concurrency Analysis:** The applicant has submitted a Concurrency Analysis Matrix (Appendix A to the project narrative), evaluating the proposed preliminary plat against each applicable term of the Development Agreement (Sections 1.3, 1.4, 1.5, 1.6, 1.7, 2.3, and 17.7, as described in the matrix). The matrix confirms each term is satisfied for Coeur Terre 2, consistent with Development Agreement.

- A22.** Appeal: An appeal of the Planning and Zoning Commission's July 14, 2026 decision was timely filed with the Planning Director on July 24, 2026, which is within fifteen (15) days of the decision, pursuant to Municipal Code § 16.25.050(A). Pursuant to Municipal Code § 16.25.050(B), the City Council will hold a de novo public hearing on the proposal.
- A23.** City Council Hearing Notice — Publication: Notice of the August 31, 2026 City Council public hearing was published in the Coeur d'Alene Press, the official newspaper of the City, on August 14, 2026, which is more than fifteen (15) days prior to the hearing, in compliance with Municipal Code § 17.09.120(B) and Idaho Code § 67-6509(a).
- A24.** City Council Hearing Notice — Posting: Notice of the public hearing was posted by the appellant on the subject property on August 15, 2026, which is more than the required one (1) week prior to the hearing, in compliance with Municipal Code § 17.09.120(B).
- A25.** City Council Hearing Notice — Mailing: Notice of the public hearing was mailed to 152 property owners of record within three hundred feet (300') of the external boundaries of the subject property on August 12, 2026, in compliance with Municipal Code § 17.09.120(B).
- A26.** City Council Hearing Notice — Political Subdivisions: (include only if political subdivision notices went out for this hearing — confirm) Notice of the public hearing was sent to all political subdivisions providing services within the planning jurisdiction, including School Districts #271 and #273, at least fifteen (15) days prior to the public hearing, in compliance with Idaho Code § 67-6509(a).

Proposed Phasing:



Note: The applicant has requested flexible phasing, noting that all Development Agreement requirements and staff conditions will be met prior to consideration.

Evaluation: The City Council must determine, based on the information before it, whether or not all of the general preliminary plat requirements have been met as attested to by the City Engineer.

Finding B2: That the provisions for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities, and utilities (are) (are not) adequate.

Use the following information as well as testimony from the hearing to make this finding. This corresponds with Subdivision Statement of Facts **A13, A14, A15, and A16.**

Sidewalks

Sidewalks are proposed on both sides of all local streets throughout the development, supplemented by perimeter multi-use paths and mid-block walkways where block lengths exceed 600 feet. The sidewalk system provides continuous pedestrian connectivity within Coeur Terre 2 and connections to the master-planned trail network.

Streets

The internal street network is designed to City standards for alignment, grade, intersection geometry, and surfacing. Collector streets include Coeur Terre Boulevard and Nez Perce Road. No frontage improvements are required on Huetter Road per the Development Agreement. Off-site transportation improvements include a roundabout at Huetter Road/Access A and a northbound left-turn lane at Huetter/Mullan Road, consistent with the Traffic Impact Analysis. Stop-controlled intersections will be identified on construction plans.

Alleys

No alleys are proposed within the preliminary plat. The street network provides adequate access to all lots via public streets without the need for alleys.

Rights-of-Way

Street rights-of-way, easements, and intersection geometry are designed to City standards. The plat identifies all proposed rights-of-way consistent with the Development Agreement.

Easements

Minimum 20-foot easements centered over water mains and 30-foot combined sewer/water easements are required where applicable. All utility easements for public sewer shall be dedicated to the City prior to building permits.

Street Lighting

Street lighting shall be installed to City standards concurrent with each phase of development, consistent with Development Agreement Section 3.5 and City standards.

Fire Protection

Water distribution mains are sized to meet fire flow and hydrant spacing standards. Fire department access roads meet minimum width requirements (20 feet for buildings up to 30 feet in height, 26 feet for buildings over 30 feet). Hydrant placement and spacing will be reviewed prior to final plat recordation. A secondary means of egress shall be constructed prior to building permits for more than 30 single-family dwellings or more than 200 multi-family dwelling units per the International Fire Code.

Planting

Street trees and landscaping shall be installed to City standards concurrent with each phase at the time of permitting. Tree setbacks of 10 feet from water infrastructure are required.

Drainage

Stormwater management is handled by on-site infiltration. All storm drainage shall be retained on individual lots. A stormwater management plan shall be submitted and approved prior to any construction activity.

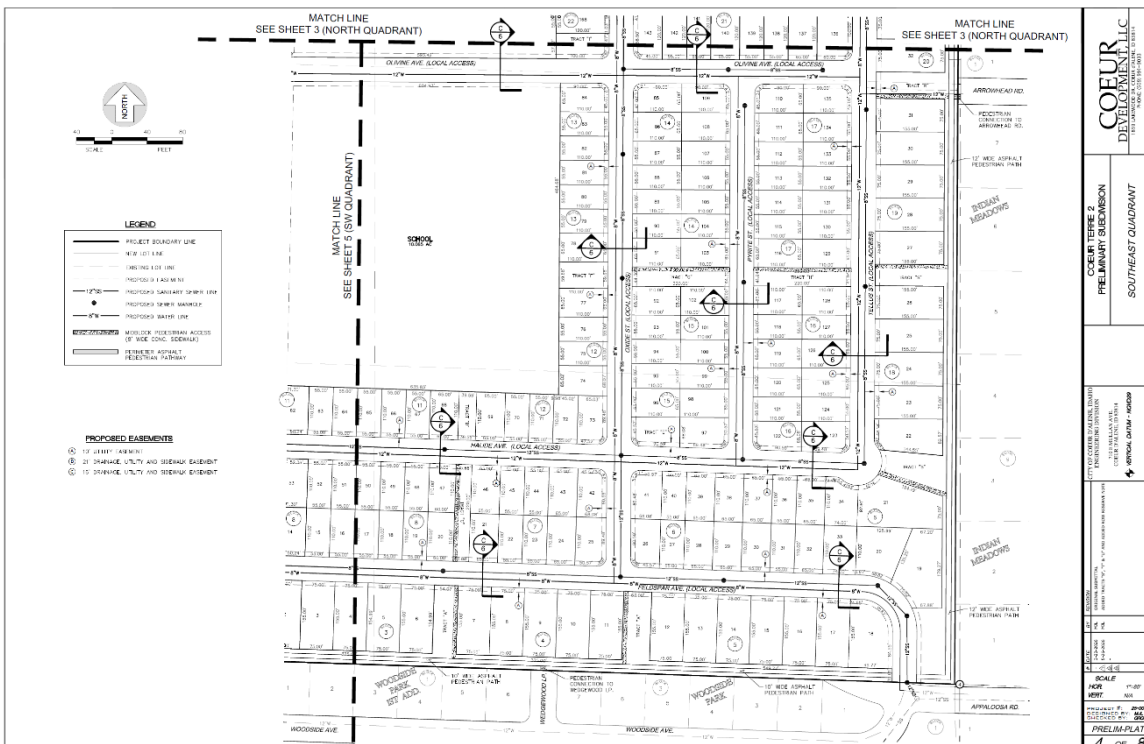
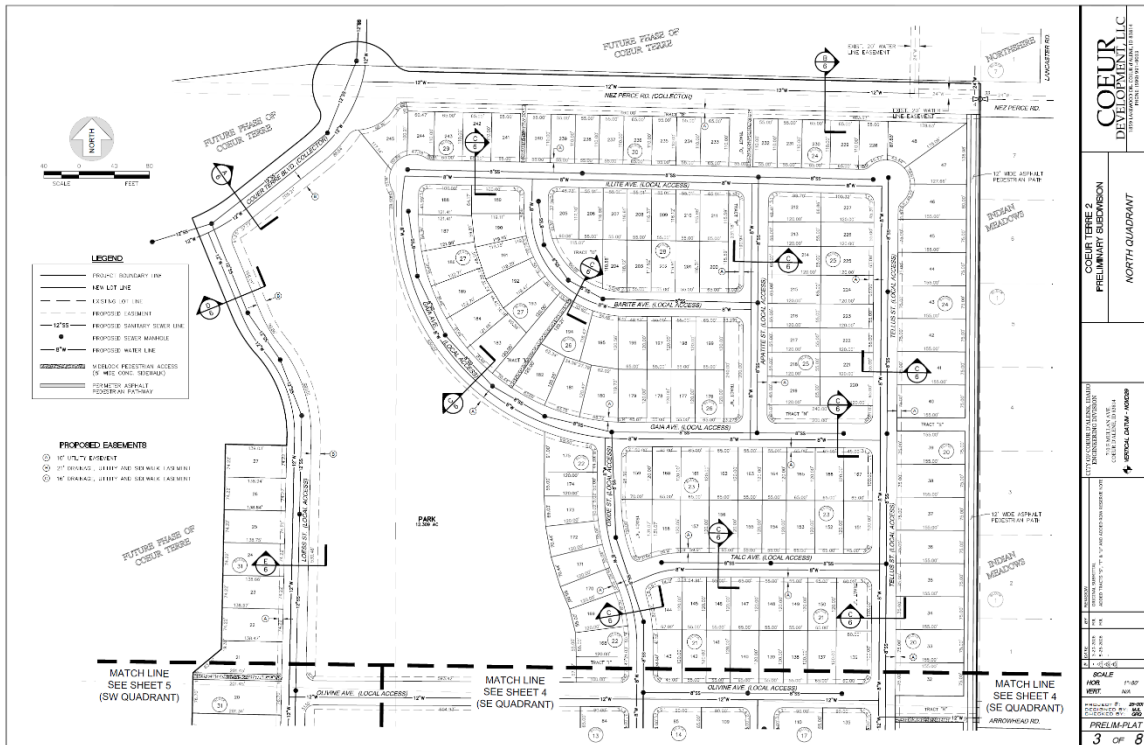
Pedestrian and Bicycle Facilities

Perimeter trail systems include a 12-foot asphalt multi-use path along the eastern boundary (connecting north-south) and a 10-foot path along the southern boundary (connecting east-west). Trail corridors will extend the full length of the development as development progresses by phase. The applicant has agreed to develop and dedicate two traversing north-south trails and two traversing east-west trails to City standards.

Utilities

Water systems include distribution mains sized for fire flow and demand, connecting to the municipal system. Sewer systems connect to the municipal system via the Appaloosa trunk main, which shall be extended prior to the 454th equivalent residential unit (ERU) per Development Agreement Section 3.2.1.3. All utilities are designed to City standards.

Street Layout and Utilities: Water & Sewer



Evaluation: *The City Council must determine, based on the information before it, whether or not the provisions for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities, and utilities are adequate for the request. Specific ways in which the request is or is not supported by the facts should be stated in the finding.*

Finding B3: **That the proposed preliminary plat (does) (does not) comply with all of the subdivision design standards (contained in Municipal Code Chapter 16.15) and all of the subdivision improvement standards (contained in Municipal Code Chapter 16.40).**

*Use the following information as well as testimony from the hearing to make this finding. This corresponds with Subdivision Statement of Facts **A10, A11, A13, A14, and A15.***

The applicant has submitted a subdivision application checklist with responses addressing each applicable provision of Chapter 16.15. The checklist indicates compliance with all applicable standards. No design deviations have been requested. The street network and pedestrian connectivity are designed to the applicable design standards. Utilities are designed to City standards. Compliance with Chapter 16.40 improvement standards will be confirmed through engineering plan review and permitting for each phase.

Engineering has vetted the plans for compliance, the preliminary plans meet both subdivision design standards (Chapter 16.15) and improvement standards (Chapter 16.40).

-Submitted by Chris Bosley, City Engineer

Evaluation: *The City Council must determine, based on the information before it, whether the proposed preliminary plat does or does not comply with all of the subdivision design standards (contained in chapter 16.15) and all of the subdivision improvement standards (contained in chapter 16.40). Specific ways in which the request is or is not supported by the facts should be stated in the finding.*

Finding B4: **The lots proposed in the preliminary plat (do) (do not) meet the requirements of the applicable zoning district.**

*Use the following information as well as testimony from the hearing to make this finding. This corresponds with Subdivision Statement of Facts **A8 and A9**.*

All lots are designed to meet the minimum lot size, frontage, and density requirements of their respective zoning districts. Proposed densities of 2.4 du/acre (R-3), 3.2 du/acre (R-8), and 7.3 du/acre (R-17) are within the permitted maximums for each district. The community park lot and public-school site lot are consistent with the zoning assigned at annexation and the Development Agreement. All R-3, R-8, and R-17 lots meet minimum frontage and lot size requirements.

R-3 (Residential at 3 units/acre): Single-family homes

17.05.010: GENERALLY:

- A. The R-3 District is intended as a residential area that permits single-family detached housing at a density of three (3) units per gross acre (i.e., the density for an acre of unsubdivided land, regardless of where streets, etc., may or may not be located, will be calculated at a minimum of 3 units).
- B. The gross acre calculation is intended to provide the subdivider flexibility, so when dedicating land for public use, the density may be made up elsewhere in the subdivision as long as the other site performance standards are met.
- C. This district is intended for those areas of the City that are developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.
- 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 or one single family dwelling unit and one accessory dwelling unit.

17.05.020: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-3 District shall be as follows:

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

17.05.030: PERMITTED USES; ACCESSORY:

Accessory permitted uses in an R-3 District shall be as follows:

- Accessory dwelling units.
- Garage or carport (attached or detached).
- Private recreation facility (enclosed or unenclosed).

17.05.070: SITE PERFORMANCE STANDARDS; MINIMUM LOT:

Minimum lot requirements in an R-3 District shall be eleven thousand five hundred (11,500) square feet. All buildable lots must have seventy-five feet (75') of frontage on a public street, unless an alternative is approved by the City through normal subdivision procedure (i.e., cul-de-sac and flag lots), or unless a lot is nonconforming (see section 17.06.980 of this title).

R-8 (Residential at 8 units/acre): Single-family homes and public park

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)

17.05.150: SITE PERFORMANCE STANDARDS; MINIMUM LOT:

The minimum lot requirements in an R-8 District shall be five thousand five hundred (5,500) square feet per unit per individual lot. All buildable lots must have fifty feet (50') of frontage on a public street, unless an alternative is approved by the City through normal subdivision procedure, or unless a lot is nonconforming (see section [17.06.980](#) of this title)

R-17 (Residential at 17 units/acre): Multi-family and school site**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)

17.05.310: SITE PERFORMANCE STANDARDS; MINIMUM LOT:

A. Minimum lot requirements in an R-17 District shall be as follows:

1. Two thousand five hundred (2,500) square feet per unit except for single-family or duplex housing.
2. Five thousand five hundred (5,500) square feet per single-family detached lot.
3. Three thousand five hundred (3,500) square feet per unit for duplex housing lots.

B. All buildable lots must have fifty feet (50') of frontage on a public street unless an alternative is approved by the City through the normal subdivision procedure or unless a lot is nonconforming (see section 17.06.980 of this title).

The R-17 zoning district allows single-family homes and a variety of housing types supporting multiple families, such as townhomes, row homes, twin homes, duplexes, and apartments. It also allows the school use. This subdivision includes R-17 lots that could support all the above.

Evaluation: *The City Council must determine, based on the information before it, whether or not the lots proposed in the preliminary plat do or do not meet the requirements of the applicable zoning district.*

ADDITIONAL DETAILS

The following information is provided for the City Council's consideration. Specific comments below support the preceding findings by describing how each utility, facility, and Development Agreement triggering requirement would be implemented with this request.

STREETS:

The subject property is east of Huetter Road and provides two vehicular connections to Appaloosa Road and Nez Perce Roads as defined in the Annexation and Development Agreement. No frontage improvements are required on Huetter Road per the Development Agreement. All proposed interior streets meet the requirements of the Development Agreement and City Standards. All required street improvements were identified in the Traffic Impact Analysis and are discussed below under Traffic. All proposed roadway sections meet or exceed City design standards.

-Submitted by Chris Bosley, City Engineer

Section 4.3 of the Development Agreement acknowledges that there were seven dead-end roadways at the eastern and southern property boundaries and that the Owners agree that only W. Nez Perce Road and W. Appaloosa Road shall be allowed to connect the property with the residential subdivisions to the east and south. These two connections are necessary for public safety reasons. The Owners, in consultation with the City, shall design and construct the connections with traffic calming features to discourage speeding and, to the greatest extent reasonably possible, through-traffic, to ensure designs that encourage traffic originating in Coeur Terre to exit onto W. Hanley Avenue and N. Huetter Road, instead of to the east. Bollards and lock gates will not be acceptable methods of discouraging through traffic. The remaining streets shall permanently terminate at the Property's eastern and southern boundaries, but pedestrian and bicycle access shall be provided at the terminuses of these streets. City staff has reviewed the design of the street network and connections with Nez Perce Road and Appaloosa Road, and agree that the design satisfies the Development Agreement. Additionally, the road design would not directly connect to the future commercial area, which further limits through-traffic into the neighborhoods.

The additional vehicular connection to and through the Industrial Park in Coeur Terre 1 will not replace and does not allow for the removal of access for either Appaloosa or Nez Perce Roads. The signed Agreement specifically defines these as allowed, and they cannot be altered by this subdivision request. This additional connection was made by the Owner at their own volition and is in addition to the two approved access roads.

-Submitted by Sean Holm, Senior Planner

TRAFFIC:

A Traffic Impact Analysis (TIA) was completed by CivTech for this phase of the development, which identified future traffic volumes, anticipated traffic congestion issues, and potential mitigation measures to relieve congestion. This phase of the development is anticipated to generate 4,896 trips/day with 560 occurring during the AM Peak Hour and 445 occurring during the PM Peak Hour. As described in the TIA, the developer will be responsible for adding a left turn lane on Huetter Road at Mullan Avenue and installing a roundabout at Huetter Avenue and the proposed Halite Ave. The Streets and Engineering department agrees with the mitigation measures identified in the TIA.

Clarification:

The traffic modeling that was provided to CivTech for the TIA was from the KMPO 2035 No Build model which only included projects in the existing TIP (2025-2031) with the 2035 population/employment forecasts. At that time, Atlas Road was still in preliminary development, so that project was not included in the analysis. The Atlas Road widening project is currently scheduled for 2031. This project will be completed prior to the 2035 traffic projection in the TIA.

The KMPO traffic model does not show Appaloosa exceeding capacity in 2045. This was verified by KMPO on August 6, 2026.

-Submitted by Chris Bosley, City Engineer

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. Development of the subject property will require that all storm drainage be retained on individual parcels. This issue will be addressed at the time of plan review and site development of the subject property.

-Submitted by Chris Bosley, City Engineer

WATER:**Water System Requirements & Coordination for Proposed Development****1. Relocation of Existing 24" Transmission Main (Nez Perce):**

- The existing 24" transmission main currently located in Nez Perce will need to be relocated. The final alignment has not yet been determined and must be coordinated with the City and design engineers.

2. Timeline for Relocation:

- The relocation must be planned and completed prior to any construction activity. All work related to relocation must occur during the off-season (non-peak demand period) to avoid service impacts.

3. Design Requirement:

- Detailed design work is required for the transmission main relocation. No construction may begin until the design is complete and approved.

4. Hydraulic Study (JUB Engineering):

JUB must complete a hydraulic study to confirm:

- The new line and proposed well are adequately sized
- Supply is sufficient for projected demand
- Whether an additional well or water tank is necessary as stated in the water dept comp plan.

5. Service Connections:

- No individual services will be allowed on the transmission main.

6. Timing of Main Activation:

- The relocated transmission main must be activated only during the off-season to minimize risk during high-demand periods.

7. Coordination with School District:

This is necessary to avoid future redesigns.

Secondary Irrigation System Requirements:

If a separate irrigation system is proposed:

- ✓ A certified operator is required to manage it
- ✓ The irrigation provider must be registered with 811
- ✓ Separation of potable and non-potable lines must follow DEQ standards (minimum 10-foot horizontal separation) and any lots that have access to auxiliary water will be required to have an approved RPBA installed on the supply line immediately downstream of the water meter.

8. All irrigation valves must be clearly marked to identify the system.

9. Tree Setbacks:

- A 10-foot minimum separation is required between trees and all water infrastructure.

10. Tie-In at W. Arrowhead Rd.:

- A system tie-in is needed on W. Arrowhead Rd. To facilitate this, Lot 33 must be shifted north to create an open space between Lots 32 and 33.

11. W. Woodside Ave. Transmission Main & PRV on N. Hutter Rd.:

- The transmission main exiting W. Woodside must be relocated to accommodate the new layout.
- The Pressure Reducing Valve (PRV) on N. Hutter Rd. must also be relocated to function correctly with the updated pressure zones and development layout.

12. Abandonment of Unused Stubs:

- Any unused water stubs out of W. Woodside Ave. must be abandoned at the main.

13. Design Submittals for Hydraulic Review:

All water system designs must be submitted to JUB for review to determine:

- Adequate incoming water supply
- The need for an additional well
- The need for a storage tank

14. Easements

- Provide a minimum 20-foot easement centered over the water main or minimum 30-foot easement over combined sewer and water facilities where applicable.

15. Development Water Study Compliance

- Contractor is required to complete all upgrades and requirements identified in the Lakeside Development Water Study.

-Submitted by Glen Poelstra, Water Department Assistant Director

WASTEWATER:

Appaloosa Trunk Main (3.2.1.3)

- Critical trigger – The Appaloosa Trunk Main must be upsized prior to 454th equivalent residential unit (ERU) or as required by the City Wastewater Department. Coeur Terre 2's 506 units exceed this; narrative and Appendix A confirm owner responsibility. ERU tracking and construction timing/phasing must be reported to the Wastewater utility.
- The Trunk Main in Appaloosa Rd. between manhole MH FWN1-23HA and FWN1-23H may require upsizing (current main is 8 inches with change to 12 inches prior to manhole FMNH1-23H)
- Fairway & Riverside Surcharge Fees: Surcharges assessed on individual building permits (proportionate share) at time of submittal.
- Coeur Terre must meet all Wastewater standards and policies and adhere to the development agreement and all amendments as approved.

-Submitted by Torri Green, Wastewater Utility

POLICE:

Coeur Terre 2 would generate an additional 1,130 +/- residents and, based on the staffing ratios that have proven successful for providing appropriate Police services to the City of Coeur d'Alene, the department would need to add 1.89 sworn positions to take on the extra call volume.

-Submitted by David Hagar, Patrol Captain

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 and can provide services to the subject property.

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.

Clarification:

The existing Woodside Park subdivision, located adjacent to the subject property, is currently a non-conforming subdivision with approximately 51 homes served by a single access/egress point, with three additional stubbed access points along its northern boundary. The proposed Coeur Terre 2 subdivision presents an opportunity to remedy this condition through a designed emergency access connection between the two subdivisions. The specific design, gate mechanism, and operational protocols for the emergency access shall be reviewed and approved by the Fire Department prior to final plat approval for the applicable phase.

-Submitted by Craig Etherton, Fire Marshal

PARKS:

Community Park: The Owners have agreed to donate to the City, via Warranty Deed, approximately 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 (trails), rough grading, and installation of irrigation and utility stub-outs to the park, and to transfer the park to the City by the commencement of the development of the 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.

Parks Analysis

The owners have agreed to donate 12.3 acres for a public community park in this phase. In the Development Agreement, we required a total of 17.7 acres of parkland to be allocated between the two proposed parks. The neighborhood park to the north has been approved at 5.4 acres, so the size of this park meets the department's needs. Regarding the baseline requirements, we met with the developer regarding the neighborhood park, and they agreed to substitute the sidewalk requirement around the park with 10-foot paved trails. We would like a similar arrangement with the community park. These trails will be configured to create a perimeter pathway around the park. The parking lot will be built to accommodate 50 stalls. Two of those will be handicapped stalls with a load/unload zone between them. Configuration to match the parking lot at Shadduck Park.

Trails:

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.

Trails Analysis

The plan shows a 12-foot-wide north/south trail on the east side of Coeur Terre Boulevard, starting from Hanley Road and terminating at the southern end of the future community park. This trail will need to continue to the southern end of the development. The future north/south trail on the east side of the development turns west at the southern end and continues west to end at Coeur Terre Boulevard. This trail should continue to Huetter. The Coeur Terre Boulevard needs to connect to this trail. This way, all trails connect to and through the development.

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.

Trails Analysis

The plan shows a 10-foot-wide east/west trail, starting on the east side of the property, running along Nez Perce Road to Coeur Terre Boulevard, and ending at the future park. According to the Development Agreement, this trail will need to connect all the way through to Huetter on the west to create connectivity through the development.

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.

Parks Analysis

The developer will need to have the dedication of the park and the building of trails to coincide with the building of the development so that, as the development reaches those areas, the parks are dedicated and the trails are built. Having these completed and dedicated by the end of phase 4 aligns with the goals of the department. If these guidelines are met, this will satisfy the pre-construction work requirement.

-Submitted by Monte McCully, Urban Forester

Development Agreement: ARTICLE VI. MISCELLANEOUS

6.5 Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase

Option: The Owners agree to reserve at least five percent (5%) of owned residential units and five percent (5%) of the rental residential units for affordable and professional workforce housing that meets 80-130% of Area Median Income (AMI) for the date on which it is sold or rented. All residential units shall be a variety of bedroom counts. The affordable and workforce housing requirement shall be protected by deed restriction or another equally effective method, and shall be reviewed in light of the addendum study to the Housing Availability and Affordability Study by PAHA, CDAEDC and U of I. Habitat for Humanity shall be given First Right of Refusal on a minimum one (1) multi-family parcel for its land trust inventory. The Owners shall be entitled to build thirty (30) market rate units before this requirement is triggered. Thereafter, the Owners agree that the five percent (5%) reserved-units requirement shall be met with each phase, provided that a subsequent phase may have less than five percent (5%) to the extent that previous phases exceeded five percent (5%). The reserved units shall be a mix of rental and owned, as well as a mix of housing types. The Owners agree to work with Panhandle Area Housing Alliance (PAHA), other housing agencies, and/or shall self-administer the program. The Owners agree to provide an annual report to the City of

how this requirement has been addressed in the preceding twelve-month period and will also conceptually outline plans for the next twelve-month period as to how this will be addressed. If the City determines that there are concerns with the reporting and/or satisfaction of this condition, the Owners agree to an independent third-party audit and compliance measures as agreed upon by the Parties to effectuate this condition.

Affordability Analysis for Coeur Terre 2

A minimum of 26 affordable/workforce housing units totaling approximately 5% of Coeur Terre units, distributed across phased additions as follows:

- Addition: 5 units (5.75%)
- 1st Addition: 4 units (5.08%)
- 2nd Addition: 4 units (5.80%)
- 3rd Addition: 2 units (5.12%)
- 6th Addition: 11 units (5.16%)

Overall, this yields 15 affordable owned units in the R-3 and R-8 zones and 11 affordable rental units in R-17 zone (6th Addition). The distribution achieves a mix of housing types: single-family owned across the first four additions and multi-family rental in the 6th Addition and allows for phase-to-phase balancing. The proposal aligns with the Development Agreement's intent to provide workforce housing options. Note that the applicant may choose to distribute the affordable/workforce units across Coeur Terre as long as no less than 5% are realized in any given phase per the Development Agreement.

Phasing Flexibility

The phasing order shown on the preliminary plat is conceptual. The Development Agreement (Section 6.1) provides for phased development over a 20- to 30-year buildout period and contemplates that specific phasing order may be adjusted based on market conditions and infrastructure readiness. Any phasing adjustments remain subject to the development triggers established in the Development Agreement, including: the Appaloosa trunk main extension, the community park dedication, the school site dedication, the Nez Perce Road connection, and the affordable housing requirement.

Concurrency

The applicant has submitted a Concurrency Analysis Matrix “A” confirming that each phase satisfies the requirements of the Development Agreement, consistent with Development Agreement. The matrix demonstrates that infrastructure, facilities, and services will be adequate and available concurrent with each phase of development.

ORDINANCES & STANDARDS USED FOR EVALUATION:

- 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 (MUTCD)
- 2017 Coeur d'Alene Trails Master Plan
- 2021 Parks Master Plan

PROPOSED SUBDIVISION CONDITIONS OF APPROVAL:

Fire:

1. Landscaping must not cover or hide fire protection systems such as fire hydrants, FDC's or PIV's.
2. Secondary means of egress shall be constructed and accepted by the City prior to the issuance of building permits for more than 30 single-family dwellings or more than 200 multi-family dwelling units as required by the International Fire Code (IFC). This includes emergency access to Woodside Park which is currently out of compliance with IFC.
3. Minimum fire department access road width is 20' for buildings up to 30' in height and 26' in buildings over 30' in height.
4. No parking on roadways less than 26' in width.

Planning:

5. NEW: Lot 245 shown in the 3rd Addition must extend the buffer on the north side of the proposed parcel to ensure a double frontage lot is not created.
6. The 12-acre park site shall be designated as a tract when the final plat is recorded in anticipation of a future City asset.
7. A homeowner's association (HOA) will be required to ensure the perpetual maintenance of private open space/connectivity tracts, stormwater assets, and all other private common areas.
8. Open space/stormwater tracts associated with the phasing must be completed or bonded for (at 150%) as specified by the Development Agreement, or at the time of plat recordation, whichever comes first.
9. The applicant must provide current counts for all homes and rental units in Coeur Terre to ensure the 5% affordable/workforce housing requirement is met.

Wastewater:

10. An unobstructed City approved “all-weather” access shall be required over all public sewers.
11. All public sewer plans require IDEQ or QLPE Approval prior to construction.
12. Sewer Policy #716 requires all legally recognized parcels within the City to individually connect and discharge into (1) public sewer connection.
13. Any utility easement for the public sewer shall be dedicated to the City prior to building permits.
14. Coeur Terre Surcharge Fees will be applied as well as all applicable Sewer Cap Fees at time of building permit.
15. The Appaloosa Trunk Main must be upsized prior to 454th ERU or as required by the City Wastewater Department.
16. ERU tracking and construction timing/phasing must be reported to the Wastewater utility.

Water:

17. Relocation of Existing 24" Transmission Main (Nez Perce): The existing 24" transmission main currently located in Nez Perce will need to be relocated. The final alignment has not yet been determined and must be coordinated with the city and design engineers.
18. Timeline for Relocation: The relocation must be planned and completed prior to any construction activity. All work related to relocation must occur during the off-season (non-peak demand period) to avoid service impacts.
19. Design Requirement: Detailed design work is required for the transmission main relocation. No construction may begin until the design is complete and approved.
20. Hydraulic Study (JUB Engineering): JUB must complete a hydraulic study to confirm:
 - a. The new line and proposed well are adequately sized
 - b. Supply is sufficient for projected demand
 - c. Whether an additional well or water tank is necessary as stated in the water dep comp plan.
21. Service Connections: No individual services will be allowed on the transmission main.
22. Timing of Main Activation: The relocated transmission main must be activated only during the off-season to minimize risk during high-demand periods.
23. **Secondary Irrigation System Requirements:**

If a separate irrigation system is proposed:

 - A certified operator is required to manage it
 - The irrigation provider must be registered with 811

- Separation of potable and non-potable lines must follow DEQ standards (minimum 10-foot horizontal separation) and any lots that have access to auxiliary water will be required to have an approved RPBA installed on the supply line immediately downstream of the water meter.
 - All irrigation valves must be clearly marked to identify the system.
24. Tree Setbacks: A 10-foot minimum separation is required between trees and all water infrastructure.
25. Tie-In at W. Arrowhead Rd.: A system tie-in is needed on W. Arrowhead Rd. To facilitate this, Lot 33 must be shifted north to create an open space between Lots 32 and 33.
26. W. Woodside Ave. Transmission Main & PRV on N. Hutter Rd.:
- The transmission main exiting W. Woodside must be relocated to accommodate the new layout.
 - The Pressure Reducing Valve (PRV) on N. Hutter Rd. must also be relocated to function correctly with the updated pressure zones and development layout.
27. Abandonment of Unused Stubs: Any unused water stubs out of W. Woodside Ave. must be abandoned at the main.
28. Design Submittals for Hydraulic Review: All water system designs must be submitted to JUB for review to determine:
- Adequate incoming water supply
 - The need for an additional well
 - The need for a storage tank
29. Easements
- Provide a minimum 20-foot easement centered over the water main or 30-foot combined sewer and water easement where applicable.
30. Development Water Study Compliance
- Contractor is required to complete all upgrades and requirements identified in the Lakeside Development Water Study.

Parks:

31. The 12.3-acre public park and the supporting parking lot shall be designed in a joint effort between the developer and the Parks Department at the time of development per the Development Agreement (199th acre) or by phasing, whichever comes first.

Engineering:

32. As described in the Traffic Impact Assessment (TIA), the developer will be responsible for adding a left turn lane on Huetter Road at Mullan Road and a roundabout at Access A (Halide Ave).

ACTION ALTERNATIVES:

City Council will need to consider this Subdivision request and make separate findings to approve with conditions, approve without conditions, deny, deny without prejudice, or defer action on the request until the next scheduled hearing in order to review additional information that it deems necessary in order to render a final decision.

The findings worksheet is attached.

Attachment(s):

Appeal Application and Justification

Applicant's Application, Narrative, & Supporting Documentation

Development Agreement: includes MOU Between Owner and SD #271



ADMINISTRATIVE APPEAL APPLICATION

STAFF USE ONLYDate Submitted: 7/24/26 Received by: Hilary Fee paid: \$1,000 Project # S-2-26-AA**REQUIRED SUBMITTALS**

Design Review Appeal: \$ 1,000.00

Planning Commission/Administrative: \$ 1,000.00

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

DEADLINE FOR SUBMITTALS

The completed form must be submitted to the Planning Department not later than fifteen (15) days following the date of the decision, administrative action, or interpretation to be appealed.

- ☒ Completed application form
- ☒ Information that may be required to facilitate review
- ☒ Fee /\$1,000.00

NATURE OF APPEAL:

PROJECT NAME:	Coeur Terre Phase 2
ADDRESS:	Property located in the southern portion of the Coeur Terre master planned community, north of W. Woodside Ave., south of the future W. Nez Perce Rd. extension, east of N. Huetter Rd., and West of N. Buckskin Rd.
DATE OF DECISION OR OTHER ACTION:	7-14-26
PROJECT NUMBER:	S-2-26

- ☐ Appeal of Design Review Commission's decision, administrative action, or interpretation (Action Appeal)
- ☒ Appeal of Planning Commission's decision, administrative action, or interpretation (Action Appeal)
- ☐ Appeal of Planning Department's decision, administrative action, or interpretation (Administrative Appeal)

APPELLANT INFORMATION:

NAME: Madelyn Knutson		
MAILING ADDRESS: 4208 W. Appaloosa Road		
CITY: Coeur d'Alene	STATE: ID	ZIP: 83815
PHONE: [REDACTED]	FAX: [REDACTED]	EMAIL: [REDACTED]

APPLICATION INFORMATION:

PROPERTY OWNER: LREV 33, LLC through LREV 39, LLC c/o Lakeside Companies		
PROPERTY ADDRESS: 1859 N. Lakewood Dr. #200		
CITY: COEUR D' ALENE	STATE: ID	ZIP: 83815
PHONE: (509) 474-1928	FAX:	EMAIL: [REDACTED]

APPEAL JUSTIFICATION:

State specifically the nature of the appeal.

You must state specifically your objection(s) to the decision or other action, stating whether you believe there was an abuse of discretion and/or whether you believe the decision or other action was not supported by the evidence. You must include any information that supports your contentions in order to facilitate review. Please fill out all boxes below.

1. State the basis of your appeal: (Required)

The Planning Commission's decision to approve the Coeur Terre Phase 2 preliminary plat constitutes an abuse of administrative discretion and is unsupported by substantial evidence. The approval violates mandatory preliminary plat requirements under Coeur d'Alene Municipal Code (CMC) § 16.25.030, violates design and improvement standards under Chapter 16.15, directly breaches the project's Development Agreement (Sections 4.3 and 4.2.3), and misinterprets land use and density statutes (SB-1354 / Idaho Code § 67-6541). The approval locks in a structural "capacity cliff" and unmitigated safety hazards while deferring mandatory infrastructure analysis.
--

2. Identify the decision or action you believe was in error: (Required)

The Planning Commission's 7/14/26 approval of the Coeur Terre Phase 2 preliminary plat (S-2-26), specifically incorporating and adopting flawed Subdivision Findings of A12 (TIA), A13 (Street Network), A19 (Phasing), and A21 (Concurrency), as well as final decision approvals Finding B1 (Engineering/Preliminary Requirements), and Finding B2 (Adequacy of Streets/Safety Provisions).
--

3. State the information that supports your appeal (e.g., evidence of record that does not support the decision, findings, etc.):

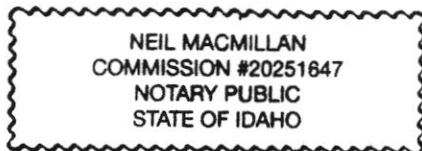
See attached document

I Madelyn Knutsen certify that I have standing to appeal the decision.
(Name of Appellant)

Dated this 23 day of July, 2026.


Signature

Subscribed and sworn to before me this 23rd day of July, 2026




Notary Public for State of Idaho
Residing at: 1327 W. APPLEWAY AVE,
COEUR D'ALENE, ID 83814
My commission expires: 25th APRIL 2031

3. State the information that supports your appeal (e.g., evidence of record that does not support the decision, findings, etc.):

The preliminary plat approval is arbitrary, capricious, and constitutes an abuse of discretion because the application fails to satisfy the mandatory preliminary plat findings required under Coeur d'Alene Municipal Code § 16.25.030:

- **Failure to Satisfy Finding B1 (General Preliminary Plat & Concurrency Requirements):** The City Engineer's attestation and concurrency findings are arbitrary, capricious, and unsupported by substantial evidence. The Traffic Impact Analysis (TIA) relies on an unrealistic timeline and improper baseline assumptions that violate Development Agreement Section 4.2.3 by baking unbuilt regional improvements (Atlas Road widening, scheduled for 2033/2034) into a 2030 model. Furthermore, the analysis suffers from a fatal contradiction by acknowledging Accessory Dwelling Unit (ADU) impacts on utility caps while omitting their traffic generation. Additionally, front-loading (Single Family and ADU) traffic in these early phases (Additions 0-3) will overburden Appaloosa Road to the point of failure before relief from the Nez Perce connection and Atlas Road widening can occur. Finally, the findings ignore official 2045 KMPO regional modeling which projects that Appaloosa Rd. will severely exceed its design capacity.
- **Failure to Satisfy Finding B2 (Adequacy of Streets, Traffic, and Safety Provisions):** The finding that street, traffic, and pedestrian provisions are "adequate" represents an abuse of discretion and a total lack of substantial evidence. The approved layout creates an unmitigated 2-to-1 eastern exit bias that funnels heavy traffic into existing residential neighborhoods, directly breaching Development Agreement Section 4.3. Additionally, the record establishes that primary access corridors (Appaloosa and Nez Perce) are already strained, unsafe, and lack essential pedestrian infrastructure, featuring narrow shoulders, steep drop-offs, and close proximity to private yards. The record confirms that no plans, funding, or construction schedules exist to address these hazards. The approval dumps thousands of new vehicle trips onto these substandard corridors years before necessary relief projects, like the 2033/2034 Atlas Road widening, or funded safety enhancements can occur. Without requiring critical pedestrian safety infrastructure to be completed before development traffic arrives, the City is authorizing massive traffic volumes over hazardous, substandard roadways in direct violation of Finding B2.



APPLICANT'S APPLICATION

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SUBDIVISION APPLICATION

STAFF USE ONLY

Date Submitted: 5-11-26 Received by: SS Fee paid: 35,950 Project # S-2-26

REQUIRED SUBMITTALS

**Public hearing required with the Planning Commission*

Application Fee: \$ 2,000.00 (up to 5 lots)

+ \$ 100.00 (per lot above 5)

Publication Fee: \$ 300.00

Mailing Fee (x1): \$ 1.00 per address + \$ 28.00

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

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

- ☒ **Complete Pre-Application Meeting** Date of Meeting: 5-20-2025
- ☒ **Completed application form**
- ☒ **Application, Publication, and Mailing Fees**
- ☒ **Title Report(s) by an Idaho licensed Title Company:** Title report(s) with correct ownership easements, and encumbrances prepared by a title insurance company. The report(s) shall be a full Title Report and include the Listing Packet.
- ☒ **Mailing labels provided by an Idaho licensed Title Company:** Owner's list and three (3) sets of mailing labels with the owner's addresses prepared by a title company, using the last known name/address from the latest tax roll of the County records. This shall include the following:
 - 1. All property owners within 300ft of the external boundaries. * **Non-owners list no longer required***
 - 2. All property owners within the subject property boundaries. (Including the applicant's property)
 - 3. A copy of the tax map showing the 300ft mailing boundary around the subject property.
- ☒ **A written narrative:** describing the proposal.
- ☒ **A legal description:** map stamped by a licensed Surveyor.
- ☒ **A vicinity map:** see City of Coeur d' Alene subdivision ordinance for specific information required.
- ☒ **A map:** One (1) tentative platting map (see attached checklist for specific information required); and an electronic map that can be scaled to an 8 1/2 X 11" format.
- ☒ **A map:** inclusion of plat map showing street names approved and stamped by the Kootenai County Planning department.
- ☒ **Complete forms for Chapter 16.15 Subdivision Design Standards and Chapter 16.40 Subdivision Improvement Standards:** Answer all questions with detail on how it does or does not meet the standards, including any deviations requested through an associated Planned Unit Development (if applicable).
- ☒ **Submittal documents:** Applications will not be accepted unless all application items on the form are submitted both with original documents and an electronic copy.

Preparation of certain documents necessary to obtain Final Plat approval, if prepared by the City Legal Department, will be billed to the Applicant at a rate of \$150.00 per hour.

DEADLINE FOR SUBMITTALS

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

APPLICATION INFORMATION

PROPERTY OWNER: LREV 33-39			
MAILING ADDRESS: 1221 W Emma, Suite 300			
CITY: Coeur d'Alene		STATE: ID	ZIP: 83814
PHONE:	FAX:	EMAIL:	
APPLICANT OR CONSULTANT: Connie Krueger, AICP			STATUS Planner
MAILING ADDRESS: 1859 N Lakewood Dr Suite 102			
CITY: Coeur d'Alene		STATE: ID	ZIP: 83814 EMAIL:
PHONE: 208-500-9268	FAX:		

FILING CAPACITY

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

SITE INFORMATION:

PROPERTY LOCATION OR ADDRESS OF PROPERTY: East of Huetter Rd, south of Hanley Avenue		
EXISTING CITY ZONING (CHECK ALL THAT APPLY): R-1 ☐ R-3 ☒ R-5 ☐ R-8 ☒ R-12 ☐ R-17 ☒ MH-8 ☐ NC ☐ C-17 ☒ C-17L ☐ CC ☐ DC ☐ LM ☐ M ☐ NW ☐		
TAX PARCEL #: Varied, see narrative	EXISTING ZONING: See above	TOTAL NUMBER OF LOTS: 323
GROSS AREA/ACRES: 126.3551	CURRENT LAND USE: Undeveloped	PROPOSED RESIDENTIAL DENSITY/PER DWELLING UNIT: Varied, see narrative
DESCRIPTION OF PROJECT/REASON FOR REQUEST: Major subdivision based on Coeur Terre Master Plan		

CERTIFICATION OF INTEREST HOLDER: Mortgagee and all other persons having an interest in the land under consideration for platting must consent to the filing of this application.

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

Interest Holder #1: Melissa Wells

Name: Melissa Wells

Company: LREV 33-39, LLCs

Address: 1221 W Emma Suite 300

Coeur d'Alene, ID 83814

STATE OF IDAHO)

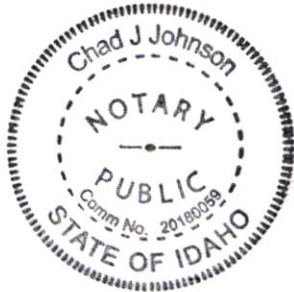
) ss.

County of KOOTENAI)

On this 7th day of APRIL, 2026 before me, a Notary Public, personally appeared

_____, known to me to be the person whose name is subscribed herein, and who executed the foregoing instrument on behalf of said corporation and acknowledged to me that said corporation 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.



Chad J. Johnson

Notary Public for: IDAHO

Residing at: 1859 N. LAKEWOOD DR

My Commission Expires: 03-14-2030

CHAPTER 16.15

SUBDIVISION DESIGN STANDARDS

16.15.020: STREETS AND PATHS TO CONFORM WITH PLAN:

The alignment of arterial and collector streets and multiuse paths must conform as nearly as possible with that shown on the adopted transportation and trails elements of the city's adopted comprehensive plan. (Ord. 3485, 2014)

<i>Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?</i>	YES / No
<i>Detailed Explanation (required)</i>	
The alignments of arterials, collector streets and multiuse paths shown on this preliminary subdivision generally conform with the executed Development Agreement associated with this project.	

16.15.030: CONTINUITY OF STREET AND PATH NETWORK:

The street and multiuse path layout must provide for the continuation of existing principal streets and trails in adjoining subdivisions. The layout must provide for future continuation of streets and trails into areas which are not presently subdivided. (Ord. 3485, 2014)

<i>Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?</i>	YES / No
<i>Detailed Explanation (required)</i>	
The street and path layouts shown on this preliminary subdivision conform with the development agreement for this project. Where the development agreement does not apply, all other areas are shown to conform with Section 16.15.20 of the City of Coeur d' Alene Municipal Code.	

16.15.040: STREET ACCESS TO BODIES OF WATER:

Unless topography or conditions prevent, subdivisions bordering on a navigable lake or river must be provided with at least one right of way not less than sixty feet (60') wide to the low water mark of the water body at one-eighth ($\frac{1}{8}$) mile intervals as measured along such body of water. (Ord. 3485, 2014)

<i>Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?</i>	YES / No
<i>Detailed Explanation (required)</i>	
This project is not adjacent to a navigable water body and therefore this section of the City Municipal Code does not apply to this project.	

16.15.050: LOCAL STREET DESIGN:

Local streets which serve primarily to provide access to abutting property only must be designed to discourage through traffic. (Ord. 3485, 2014)

<i>Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?</i>	YES / No
<i>Detailed Explanation (required)</i>	

Local streets that are shown on the preliminary plat to provide access to abutting property will be designed to discourage through traffic in conformance with Section 16.15.050 of the City of Coeur d' Alene Municipal Code

16.15.060: DEAD END STREET AND CUL-DE-SAC DESIGN:

Streets designed to have one end permanently closed or in the form of a cul-de-sac can be no longer than four hundred feet (400') and must be provided at the closed end with a turnaround having a minimum right of way radius of not less than fifty feet (50') or with "Y" or "T" permitting comparable ease of turning. Pedestrian walks as specified in section [16.15.150](#) of this chapter must also be installed at the end of cul-de-sacs with reverse frontage lots. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required) No dead end streets are shown on this preliminary subdivision and therefore	
Section 16.15.060 of the City of Coeur d' Alene Municipal Code will not apply to this project.	

16.15.070: ACCESS RIGHTS ON LIMITED ACCESS STREETS:

Streets designated in the transportation plan as "limited access" must have abutter's rights of access waived on the final plat. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required) The language on the final plats for this project will conform with Section 16.15.070 of the	
City of Coeur d' Alene Municipal Code for all roads designated as "limited access" in the transportation plan.	

16.15.080: STREET ALIGNMENT:

Connecting street centerlines, deflecting from each other at any one point more than ten degrees (10°), must be connected by a curve of at least one hundred foot (100') radius for local streets and at least three hundred foot (300') radius for collector and arterial streets. A tangent at least one hundred feet (100') long shall be introduced between curves on arterial streets. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required) The street alignments shown on this preliminary subdivision conform with	
Section 16.15.080 of the City of Coeur d' Alene Municipal Code	

16.15.090: INTERSECTION DESIGN:

Street intersections must be as nearly at right angles as is practicable. Approach angles must not be more than fifteen degrees (15°) from a right angle. Street intersection centerline offsets will not be allowed. Where centerline offsets are unavoidable they must be offset by a minimum of one hundred twenty five feet (125'). (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The final designs for this project will conform with Section 16.15.090 of the	
City of Coeur d' Alene Municipal Code	

16.15.100: STREET GRADES:

Streets must conform closely to the natural contour of the land. However, grades must be not less than thirty one-hundredths percent (0.30%) on any street and not more than eight percent (8%) for any streets or as otherwise determined by the city. Changes in grades greater than one percent (1%) must be connected by vertical curves. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The street grades depicted on the Concept Grading Plan included with this preliminary	
subdivision submittal conform with Section 16.15.100 of the City of Coeur d' Alene	
Municipal Code	

16.15.110: RIGHT OF WAY WIDTHS:

A. Street right of way widths must comply with the transportation element of the city's adopted comprehensive plan, but will not be less than:

1. Arterials: One hundred feet (100').
2. Collectors: Seventy feet (70').
3. Local streets: Fifty five feet (55').
4. Rural streets: Fifty feet (50').

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The right of way widths shown on this preliminary subdivision are in conformance	
with Section 16.15.110 of the City of Coeur d' Alene Municipal Code	

B. A street right of way lying along the boundary of a subdivision may be dedicated one-half ($\frac{1}{2}$) the required width where there exists a dedicated half street right of way on the adjoining plat. The city may require the other half be dedicated on the proposed plat to make the street right of way complete. When construction of an adjoining street is required as a condition of plat approval, the developer will be required to obtain the necessary right of way from the adjoining properties, at the developer's cost. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	

The requirements of Section 16.15.110 of the City of Coeur d' Alene Municipal Code are understood and the final project designs will conform with these requirements.
--

16.15.120: PRIVATE INFRASTRUCTURE EASEMENTS:

Easements for private infrastructure such as electricity, gas, communication, and fiber must be provided adjacent to the right of way and must be of sufficient width to accommodate the intended use. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The easement requirements defined in Section 16.15.120 of the City of Coeur d' Alene Municipal Code are understood and all required easements for private infrastructure will be shown on the Final Plats for this project.	

16.15.130: WATERCOURSE EASEMENTS:

Where a subdivision is traversed by a watercourse, drainageway, channel or stream, the developer must make provision to accommodate the off site flow. Any alteration to the watercourse may not result in an increase in either volume or velocity of flow to the downstream property. Drainage easements must be granted to the upstream properties. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
This project is not traversed by a watercourse, drainageway, channel or stream and therefore Section 16.15.130 of the City of Coeur d' Alene Municipal Code will not apply to this project	

16.15.140: BLOCK LENGTH:

A. In general, blocks shall be as short as is reasonably possible, consistent with the topography and the need for convenient access, circulation, control and safety of street traffic, and type of land use proposed, but, ordinarily, block lengths shall not exceed the following standards as measured from centerline to centerline of through intersecting streets:

1. Six hundred foot (600') block length in all residential zones;
2. One thousand foot (1,000') block length for commercial and manufacturing districts. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The block lengths shown on this preliminary subdivision are in general conformance with Section 16.15.140 of the City of Coeur d' Alene Municipal Code, where block lengths exceed 600', mid-block pedestrian access routes, in conformance with this section of code, have been provided.	

16.15.150: MIDBLOCK WALKWAYS:

A pedestrian access easement or tract must be provided at the end of cul-de-sacs or closed end streets and at the approximate midpoint of any block exceeding six hundred feet (600') in length, or in any block of lesser length where such a crosswalk is deemed essential by the city engineer to provide circulation or access to surrounding neighborhoods, schools, playgrounds, shopping centers, transportation lines and other community facilities. The required access easements or tracts must be a minimum of fifteen feet (15') wide and contain a paved path at least eight feet (8') wide. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
Where block lengths exceed 600', midblock pedestrian walkways are shown on this preliminary subdivision in conformance with Section 16.15.150 of the City of Coeur d' Alene Municipal Code	

16.15.160: LOT FRONTAGE AND ACCESS:

A. Each lot must have frontage on a public street sufficient to provide legal access or as prescribed in the zoning ordinance, whichever is greater.

B. Lots may front, and access from, private driveways if one of the following conditions are met:

1. Residential lots served by common parking and driveways may front and access from a private driveway situated in a separate tract dedicated on the final plat. Driveways for single-family residences may not serve more than five (5) lots.

2. Commercial lots that are served by common parking and driveways (i.e., shopping centers) may be accessed by easements or separate tracts dedicated on the final plat.

C. Private driveways may not provide access through the parcel to another street. They can be looped or dead end only. Private driveways must meet the design requirements of section [17.44.280](#) of this code and the currently adopted fire code.

D. Prior to the issuance of building permits a maintenance agreement must be recorded on each affected lot detailing the expected life cycle and maintenance costs for the driveway and defining the pro rata share for each lot. (Ord. 3560, 2017; Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
All lots shown on this preliminary subdivision front on a public street in conformance with Section 16.15.160 of the City of Coeur d' Alene Municipal Code	

16.15.170: LOT SIZE:

Lot widths and areas must conform with the requirements of the zoning district and any zoning overlay district in which the lot is located, except that corner lots for which side yards are required shall have extra width to permit appropriate setbacks from and orientation to both streets. Lot depths must be suitable for the land use proposed. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	

The lot sizes shown on this preliminary subdivision conform with the requirements outlined in Section 16.15.170 of the City of Coeur d' Alene Municipal Code

16.15.180: DOUBLE FRONTAGE LOTS:

A. Residential lots that have street frontage along two (2) opposite boundaries are not allowed except for reverse frontage lots which are essential to provide separation of residential development from traffic arteries, or to overcome specific disadvantages of topography and orientation.

B. For such lots, in order to improve the visual quality of the streetscape, and to provide adequate protection from the street, landscaped buffer areas must be provided along single-family residential lots whose property lines are adjacent and parallel to collector and/or arterial streets.

1. Perimeter Landscape Buffer:

a. The buffer must be located outside of any planned future right of way, and should not be used for future roadway improvements.

b. The width of the buffer along arterial streets must be a minimum of thirty feet (30'). The width of the buffer along collector streets must be a minimum of twenty feet (20'). Where a subdivision requiring a buffer is less than five (5) acres in size, and located in a developed area where existing subdivisions without buffers abut the adjacent streets, the planting strip must be at least ten feet (10') in width.

c. Buffer zones must be dedicated on the final plat as tracts.

2. Buffer Design Standards: The design of the buffer must comply with the following standards:

a. Landscaping, as used herein, must include as a minimum, grass, native and other drought resistant vegetation and street trees as required by the city. Nonvegetative materials, such as decorative rock, bark, and permabark, may not be used in lieu of landscaping. However, nonvegetative material may be used to augment the landscape or around the base of shrub groupings or flowerbeds as long as the coverage does not exceed twenty percent (20%). The use of bark or other loose material shall be designed or located to keep the bark from being blown onto the paved path.

b. The twenty percent (20%) limitation on nonvegetative material does not apply if the landscape is designed by a licensed landscape architect and the nonvegetative material is used to complement or visually enhance the vegetative material.

c. A permanent irrigation system must be provided for all landscaped areas. The use of hose bibs on the exterior of existing or proposed structures is not an acceptable method of landscape irrigation, unless the landscaped area is adjacent to the existing or proposed structure. All irrigation systems and landscaped areas must be designed, constructed, operated, and maintained so as to promote water conservation and prevent overflow or seepage into adjacent streets or sidewalks/trails.

3. Maintenance: The developer is required to form a property owners' association prior to final plat, with said buffers to be owned and maintained by a perpetual property owners' association. Alternatively, if the subdivision has only one lot fronting on a collector or minor arterial, a homeowners' association will not be required for the maintenance of the greenbelt if a nonrevocable covenant, approved by the city, is recorded against the property fronting the greenbelt memorializing the obligation.

4. Completion Time:

a. All improvements required by this section must be installed prior to final plat approval or occupancy of a building subject to development review.

b. The planning director may authorize a delay in the completion of planting during the months of October through March. Should a delay be granted, a bond or other sufficient security, approved by the city attorney, equal to one hundred fifty percent (150%) of the costs of landscaping, must be provided by the owner/developer and held by the city until the required landscaping is complete. No final certificate of occupancy will be issued until the landscaping is complete. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required) In conformance with Section 16.15.180 of the City of Coeur d' Alene Municipal Code, a 20' wide tract has been shown along Nez Perce Rd on this preliminary subdivision where double frontage lots are shown on the south side of Nez Perce Rd	

CHAPTER 16.40

SUBDIVISION IMPROVEMENT STANDARDS

16.40.010: GENERALLY:

Developers seeking final plat approval must first design and install the subdivision improvements required by this chapter and titles 15 and 17 of this code or secure the completion of the required improvements as allowed by [chapter 16.45](#) of this title. Improvement design must be completed by an engineer licensed by the state of Idaho and submitted to the city engineer for approval prior to construction and final plat approval. All improvements must be constructed under the supervision of the design engineer in a manner that complies with the city's construction standards. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required) The requirements of Section 16.40.010 of the City of Coeur d' Alene Municipal Code are understood and the preparation of final designs and supervision of construction improvements will be completed in conformance with these requirements.	

16.40.020: CAPACITY AND DIMENSIONS OF UTILITIES TO PROVIDE FOR FUTURE DEVELOPMENT:

The capacities and dimensions of water, sewerage, drainage and street facilities must be adequate to provide for the future needs as identified in the approved utility master plans. The city may share in the cost of these improvements to the extent of the difference in cost between the capacities needed to serve the subdivision and the capacities required to serve the vicinity. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required) The requirements of Section 16.40.020 of the City of Coeur d' Alene Municipal Code are understood and the final utility designs for this project will conform with these requirements	

16.40.030: STREET WIDTHS:

A. All streets must be improved in accordance with the following schedules of widths, measured from the inside edge of opposite curbs. Street widths must also conform to the requirements of the currently adopted fire code.

Class Of Street	Width Of Street
-----------------	-----------------

Class Of Street		Width Of Street
Arterial		64 feet minimum
Collector		40 feet minimum
Local streets:		
	Primary frontage	32 feet minimum
	Secondary frontage, parking 1 side	28 feet minimum
	Secondary frontage, no parking	24 feet minimum
Cul-de-sac		50 foot radius
Rural minor access		24 feet minimum

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed explanation and provide details on any deviations requested through an associated request for a Planned Unit Development (if applicable)	
The requirements of Section 16.40.030 of the City of Coeur d' Alene Municipal Code are understood. The street widths shown in the typical sections provided as a part of this preliminary subdivision submittal meet these requirements. Final designs will also meet these requirements.	

B. Existing improved streets lying along the boundary of a subdivision but not improved to city standards, must be improved by the developer to the center of the street. New unimproved streets adjacent to a subdivision must be improved by the developer to the required full width if the subdivision will directly access the street or use it for ingress or egress.

C. As an alternative to installing improvements on existing streets the developer may/shall pay to the city, in lieu of said improvements, money in an amount equal to one hundred ten percent (110%) of the estimated present cost of such improvements. The estimate must be approved by the city engineer. This alternative may be utilized if in the opinion of the city engineer the following conditions are met:

1. The improvement of a street lying along the boundary of a subdivision would create drainage problems due to difficulties matching the existing centerline profile to the future curb profile; or
2. The improvement of the street only would create a significant traffic hazard; or
3. Significant excavation of the street is scheduled in the immediate future for purposes of installing utility mains such as sewer or water. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The requirements of Section 16.40.030 of the City of Coeur d' Alene Municipal Code are understood and the final street designs for this project will conform with these requirements	

16.40.040: CURBS:

All streets must be improved at each edge of the roadway with portland cement concrete curbs constructed to city standards. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The requirements of Section 16.40.040 of the City of Coeur d' Alene Municipal Code are understood and the final designs for this project will conform with these requirements	

16.40.050: SIDEWALKS:

Except for hillside subdivisions, all streets must be improved with sidewalks constructed to city standards. Installation must be completed prior to the issuance of any building permits or final subdivision plat approval except as may be allowed by chapter 16.45 of this title. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The requirements of Section 16.40.050 of the City of Coeur d' Alene Municipal Code are understood and the final designs for this project will conform with these requirements	

16.40.060: GUTTERS AND STORM SEWERS:

Surface drainage from streets and other areas must be disposed of through an adequate system of gutters and storm drainage facilities designed and constructed to city standards. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The requirements of Section 16.40.060 of the City of Coeur d' Alene Municipal Code are understood and the final designs for this project will conform with these requirements	

16.40.070: SEWER CONNECTIONS:

All subdivision lots must be connected to the city's sewage collection system. The sewer mains and laterals must be designed and constructed in accordance with the requirements of the city and the Idaho department of environmental quality. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The requirements of Section 16.40.070 of the City of Coeur d' Alene Municipal Code are understood and the final designs for this project will conform with these requirements	

16.40.080: WATER MAINS AND FIRE HYDRANTS:

All subdivision lots must be provided with a potable water distribution system. The water distribution system must be designed and constructed in accordance with the requirements of the Idaho department of environmental quality and must also conform to the following:

- A. One fire hydrant must be installed at each street intersection. Intermediate hydrants must be placed as directed by the fire department where distances between intersections exceed three hundred feet (300'). In no case will the number of hydrants in an area be less than that required by the currently adopted fire code.

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The requirements of Section 16.40.080 of the City of Coeur d' Alene Municipal Code are understood and the final designs for this project will conform with these requirements	

- B. Water mains and hydrant laterals shall be of sufficient size and design to provide the minimum required fire flows specified in the currently adopted fire code. In no case will any water main or lateral supplying a fire hydrant be of less than six inch (6") inside diameter when part of a looped system and not less than an eight inch (8") diameter main if the system is not looped or the fire hydrant is installed on a dead end main exceeding three hundred feet (300') in length. Dead end mains shall not exceed six hundred feet (600') in length for main sizes eight inches (8") in diameter or less. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The requirements of Section 16.40.080 of the City of Coeur d' Alene Municipal Code are understood and the final designs for this project will conform with these requirements	

16.40.090: STREET NAME SIGNS:

Street signs designed to meet city standards must be installed at each intersection for convenient identification of streets. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
Detailed Explanation (required)	
The requirements of Section 16.40.090 of the City of Coeur d' Alene Municipal Code are understood and the final designs for this project will conform with these requirements	

16.40.100: TRAFFIC CONTROL SIGNS AND DEVICES:

Pavement markings and traffic control signs, including, but not limited to, stop signs, yield signs, and speed limit signs designed in accordance with the most recent edition of the "Manual On Uniform Traffic Control Devices" must be installed by the developer. (Ord. 3485, 2014)

Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?	<u>YES</u> / No
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Detailed Explanation (required)

The requirements of Section 16.40.100 of the City of Coeur d' Alene Municipal Code are understood and the final designs for this project will conform with these requirements

16.40.110: UNDERGROUND CONDUIT:

Underground conduit must be installed by the developer to each lot for private utilities such as telephone, electricity and cable television when those utilities are required by the city to be installed underground. (Ord. 3485, 2014)

Does this Subdivision Design meet or not meet this standard?

YES / No

Detailed Explanation (required)

The requirements of Section 16.40.110 of the City of Coeur d' Alene Municipal Code are understood and the final designs for this project will conform with these requirements

16.40.120: MONUMENTS:

Monuments must be installed as follows:

- A. Boundary Line and Lot Corners: Monuments for boundary line and lot line corners must conform to the requirements of Idaho Code section 50-1303.

Does this Subdivision Design meet or not meet this standard?

YES / No

Detailed Explanation (required)

The requirements of Section 16.40.120 of the City of Coeur d' Alene Municipal Code are understood and the survey monuments for this project will be installed in conformance with these requirements

- B. Street Centerline: Monuments must be placed at the centerlines of all streets, at intersections, all angle points, all points of curvature, all points of tangent on street centerlines, and the radial points of cul-de-sacs. All monuments must be a minimum of five-eighths inch by thirty inch ($\frac{5}{8}$ " x 30") iron rod with a durable metal cap. Other methods of monument construction may be used if approved by the city engineer. (Ord. 3485, 2014)

Does this Subdivision Design meet or not meet this standard?

YES / No

Detailed Explanation (required)

The requirements of Section 16.40.120 of the City of Coeur d' Alene Municipal Code are understood and the survey monuments for this project will be installed in conformance with these requirements

16.40.130: RECORD DRAWINGS:

Record drawings, stamped and signed by the design engineer, certifying that all required improvements are in place and were constructed as shown on the drawings must be submitted to the city engineer prior to acceptance of the improvements and issuance of any certificates of occupancy. (Ord. 3485, 2014)

<i>Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?</i>	<u>YES</u> / No
<i>Detailed Explanation (required)</i> The requirements of Section 16.40.130 of the City of Coeur d' Alene Municipal Code are understood and the record drawings for this project will be prepared and submitted in conformance with these requirements	

16.40.140: COMPLETION REQUIRED FOR BUILDING PERMIT ISSUANCE:

Building permits will not be issued for lots in the subdivision until all sewer and water facilities have been completed and approved in accordance with the requirements of this chapter, all access roads have been installed and made serviceable and the final plat has been recorded. In addition, property monuments shall be set on the lot prior to issuance of a building permit. No certificate of occupancy shall be granted prior to the completion and acceptance of all of the public improvements by the city council.

<i>Does this Subdivision Design <u>meet</u> or <u>not meet</u> this standard?</i>	<u>YES</u> / No
<i>Detailed Explanation (required)</i> The requirements of Section 16.40.140 of the City of Coeur d' Alene Municipal Code are understood and prior to building permits, each project phase will be constructed in conformance with these requirements.	

CITY PLAT SUBMITTAL CHECKLISTSubdivision Name: Coeur Terre 2Date: 9/9/25No. Lots 322 Blocks 32 Tracts 19

(Place a check mark for each item met, or N/A for not applicable)

Comments

1.	18" x 24"; 3" margin at left end; 1/2" on other ends.	N/A	SEE NOTE #1
2.	Four paper copies of plat document.	N/A	SEE NOTE #1
3.	North Arrow.	X	
4.	Scale.	X	
5.	Stamped, signed & dated.	N/A	SEE NOTE #1
6.	Subdivision name.	X	
7.	Section/Township/Range/Meridian.	X	
8.	City/County/State.	X	
9.	Legend.	X	
10.	Vicinity map.	X	
11.	Easements; location, width & purpose.	X	
12.	Block numbers.	X	
13.	Lot numbers for all lots, tracts, open spaces, etc.	X	
14.	Road Right-of-Way; widths.	X	
15.	Road Right-of-Way; dedications.	N/A	SEE NOTE #1
16.	Road Names.	X	
17.	Bearings and distances of exterior boundary.	X	
18.	Bearings and distances of interior lot lines.	N/A	SEE NOTE #1
19.	Exterior boundary corners.	N/A	SEE NOTE #1
20.	Interior lot corners.	N/A	SEE NOTE #1
21.	Centerline monuments.	N/A	SEE NOTE #1
22.	Location of any existing structures & distance to P/L.	N/A	SEE NOTE #1
23.	Special setback lines.	N/A	SEE NOTE #1
24.	Legal description of exterior boundary.	N/A	SEE NOTE #1
25.	Acreage to three decimal places (S.F. -nearest foot).	N/A	SEE NOTE #1
26.	Curve data incl. delta, radius, chord brg./dist., length.	N/A	SEE NOTE #1
27.	General notes & details.	N/A	SEE NOTE #1
28.	Cul-de-sac & knuckle radius.	N/A	SEE NOTE #1

SIGNATURE PAGE:

29.	Surveyor's certificate.	N/A	SEE NOTE #1
30.	Owner's dedication certificate.	N/A	SEE NOTE #1
31.	Notary Public format.	N/A	SEE NOTE #1
32.	County Surveyor Certification.	N/A	SEE NOTE #1
33.	County Treasurer Certification.	N/A	SEE NOTE #1
34.	County Recorder Certification.	N/A	SEE NOTE #1
35.	Sanitary Restriction/Health District Approval.	N/A	SEE NOTE #1
36.	City Council Approval.	N/A	SEE NOTE #1
37.	City Clerk Signature.	N/A	SEE NOTE #1
38.	City Engineer Signature.	N/A	SEE NOTE #1
39.	Water System Statement.	N/A	SEE NOTE #1

Submittal Reviewed by Applicant's Surveyor N/A SEE NOTE #1

Date Reviewed _____

Note #1: Per Section 16.20.030 of the City of Coeur d'Alene Municipal Code, this item is not required to be included on the preliminary plat. This item will be included as a part of the Final Plat as applicable.

**Applicant's
Narrative**

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Coeur Terre 2

Preliminary Plat

| Coeur d'Alene, ID |

Table of Contents

Location.....	2
Property Information	3
Proposal	3
Phasing Schedule	4
Utilities and Roads, Location and Phasing Detail	7
Road Design Details.....	9
Private Common Area, Location and Design.....	11
Public Park.....	11
Public School Site	12
Traffic Related Improvements	12
Major Infrastructure Improvements-External and Internal	14
Design Deviations.....	15
Compliance with City Subdivision Design Standards	15
Annexation and Development Agreement Concurrency Analysis	16
Implementation through Construction and Final Plats.....	16
Comprehensive Plan	17
Conclusion.....	17
Appendix A: Annexation and Development Agreement Concurrency Analysis.....	18

Below is the concept drawing for the Coeur Terre Master Planned Community. The Coeur Terre 2 Preliminary Plat that is the subject of this application is located in the southern area of Coeur Terre as shown by the blue outline below.

Page 2 of 18

Property Information

Lakeside Real Estate is the owner of the below properties which are included in the Coeur Terre 2 preliminary plat boundary. The tax parcel numbers and acreages are:

Owner	Parcel No	Size (acres)
LREV 33, LLC	C-B149-002-001A	41.28 (very small portion in boundary)
LREV 33, LLC	C-0000-004-2500	1.49
LREV 35, LLC	C-0000-004-2600	39.90
LREV 34, LLC	C-0000-004-3100	39.56 (part)
LREV 36, LLC	C-0000-004-3700	20.00 (part)
LREV 37, LLC	C-0000-004-4300	20.00
LREV 38, LLC	C-0000-004-4000	19.78
LREV 39, LLC	C-0000-004-4600	20.00
Total acreage (per Assessor's records)		202.01
Total acreage proposed for development		126.351

Proposal

The Coeur Terre 2 subdivision is designed to be developed consistent with the Coeur Terre Annexation and Development Agreement dated March 21, 2023, as modified per Amendment No.3, instrument #2932621000.

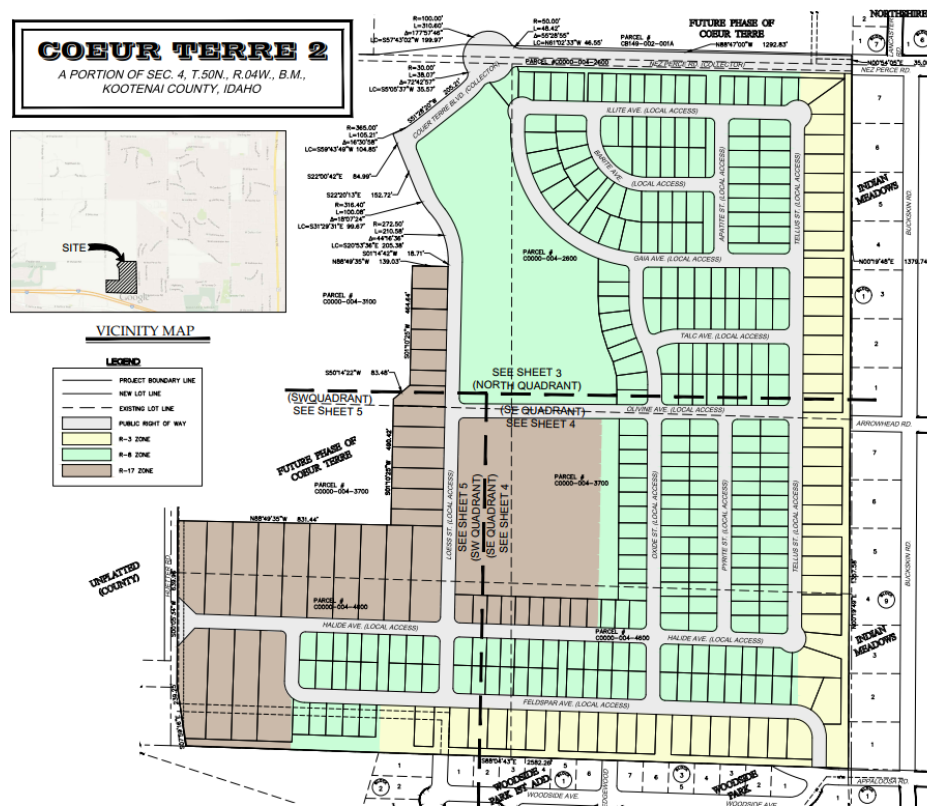


Figure 2 Coeur Terre 2 Preliminary Plat

Coeur Terre 2 will be developed with a variety of residential housing types; all of which are allowed uses in the underlying zone districts. Following are the lot types and details by zone district.

Zone	Acres (Gross)	# Lots	Maximum Density Allowed (du/acre)	Density Proposed (du/acre) Gross/Net	Minimum Lot Size Permitted (sq/ft)	Minimum Lot Size Proposed (sq/ft)	Minimum Frontage Permitted (ft)	Minimum Frontage Proposed (ft)
R-3	20.185	48	3	2.4/2.6	11,500	11,500	75	75
R-8	74.844 <i>Includes 12.309-acre park lot</i>	236 and a park site	8	3.2/4.3	5,500	5,500	50	50
R-17	30.428 <i>Includes 10.065-acre school lot</i>	36 (213 units) and a school site	17	7.3/8.2	Varies	Varies	Varies	Varies
C-17	.883 (ROW only)	N/A	No development proposed with the Coeur Terre 2 preliminary plat					

Phasing Schedule

Coeur Terre 2 will be constructed in phases. Each phase is designed to function independently with full infrastructure support while also contributing to the overall buildout of the master planned community. Phasing may be adjusted to meet market conditions, construction needs, and the like.

Infrastructure delivery is aligned with phasing such that:

- No phase is dependent on future phases for basic service;
- Backbone infrastructure is extended logically and efficiently;
- Public improvements are delivered in a manner that supports both current and future development.

If phasing is adjusted slightly with different geography or timing, the owner commits to infrastructure delivery that meets the same commitments.

Below are planned lots by phase:

Phase	# Lots by Phase/Zone District
Coeur Terre 2, Addition	20 (R3) 58 (R8) 9 (R17) 87 total
Coeur Terre 2, 1 st Addition	13 (R3) 77 (R8) 90 Total
Coeur Terre 2, 2 nd Addition	7 (R3) 40 (R8) 47 Total
Coeur Terre 2, 3 rd Addition	8 (R3) 61 (R8) 69 Total
Coeur Terre 2, 4 th Addition	1 (R8) Public Park Lot
Coeur Terre 2, 5 th Addition	1 (R17) Public School Lot
Coeur Terre 2, 6 th Addition	27 (R17) 27 Total

Below are planned affordable housing and workforce lots by phase:

Phase	# Lots by Phase, Running Total	Affordable/Workforce Housing Lots by Phase/Running Total	Percentage (%) of Affordable/Workforce Housing
Coeur Terre 2, Addition	87 this phase, 87 total	5 this phase, 5 total	5.75%
Coeur Terre 2, 1 st Addition	90 this phase, 177 total	4 this phase, 9 total	5.08%
Coeur Terre 2, 2 nd Addition	47 this phase, 224 total	4 this phase, 13 total	5.8%
Coeur Terre 2, 3 rd Addition	69 this phase, 293 total	2 this phase, 15 total	5.12%
Coeur Terre 2, 4 th Addition	1 (R8) Public Park	N/A	N/A
Coeur Terre 2, 5 th Addition	1 (R17) Public School	N/A	N/A
Coeur Terre 2, 6 th Addition	27 lots-213-units (R-17)	11-units this phase, 26 total	5.16%

Utilities and Roads, Location and Phasing Detail

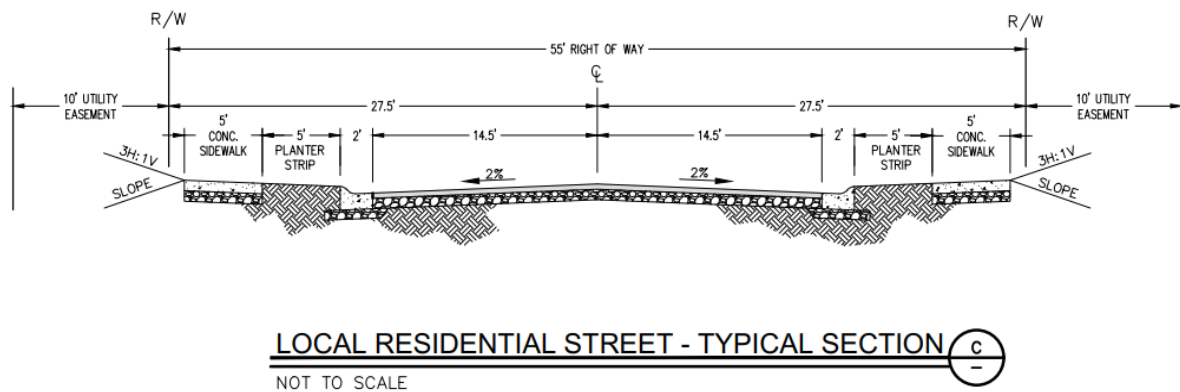
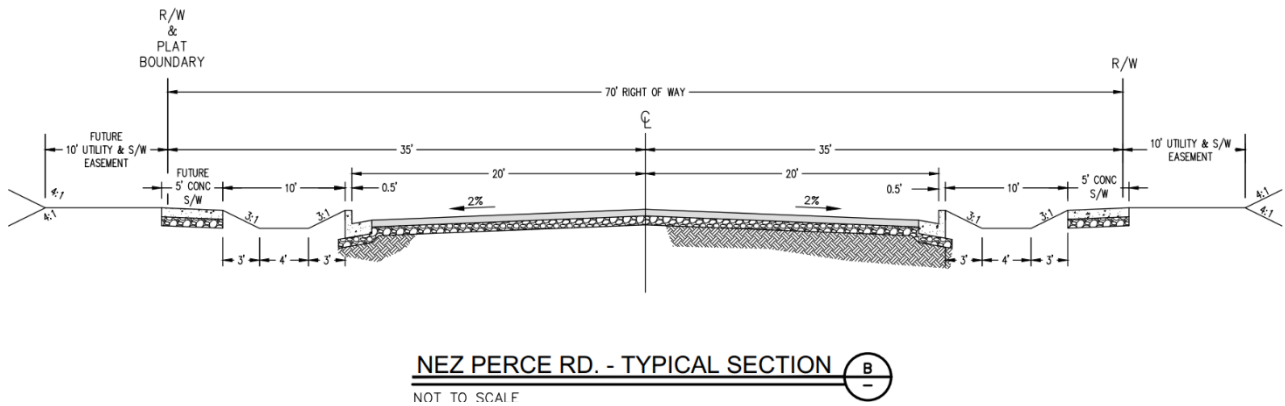
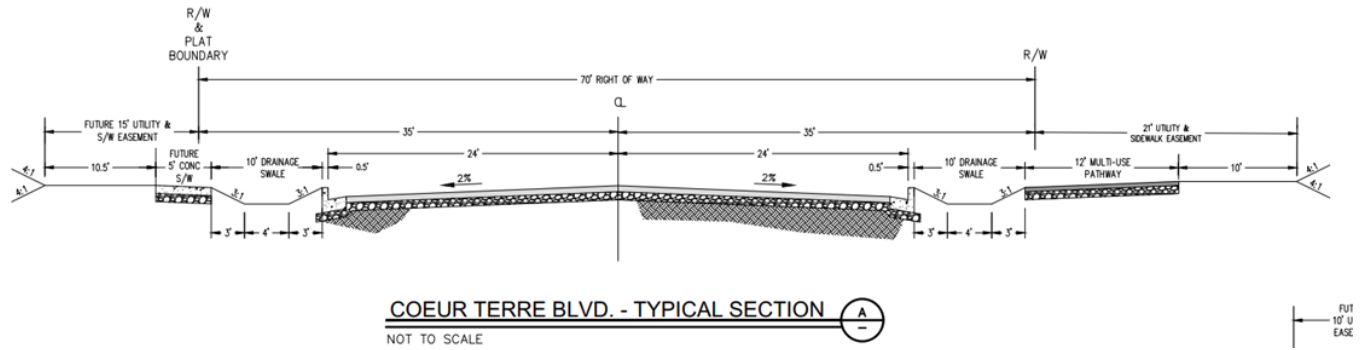
Below are the internal road, water, and sewer infrastructure details as presented in the preliminary plat drawing set.

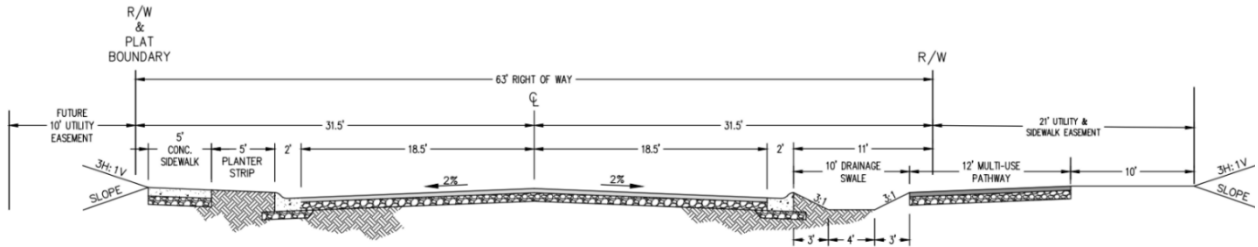
Road Type; Typical Section	Plat Page	Direction	Name	Paths# Direction	Road Connection (External)	Utilities	Utility Easements	Construction Phase	Full Construction
North-South Roads (west to east from west boundary of Coeur Terre 2)									
Local Road D*, E*, F*	3, 5	N-S	Loess Street	N/A	N/A	12" water 12" sewer	10' (A) (west side) 21' (B) east side 16' (C) east side	Addition 4 th Addition 5 th Addition	All
Collector A*	3	SW-NE	Coeur Terre Boulevard	N/A	N/A	12" water 12" sewer	21' (B) (south side)	4 th Addition	All except northwest side 5' concrete sidewalk
Local Road C	3, 4	N-S	Oxide Street	1--east	N/A	8" water 8", 15" sewer (south of Halide)	10' (A)	Addition 1 st Addition 2 nd Addition	All
Local Road C	3	N-S	Apatite Street	N/A	N/A	8" water 8" sewer	10' (A)	2 nd Addition 3 rd Addition	All
Local Road C	4	N-S	Pyrite Street	1--west	N/A	8" water 8" sewer	10' (A)	1 st Addition	All
Local Road C	3, 4	N-S	Tellus Street	1--west 3--east	N/A	8", 12" water (north of Halide) 8" sewer	10' (A)	1 st Addition 2 nd Addition 3 rd Addition	All
Path 12' Asphalt	3, 5	N-S	Unnamed External Path	1--east side of property	N/A	N/A	N/A	Addition 1 st Addition 2 nd Addition 3 rd Addition	All
*A (Coeur Terre Boulevard) and D, E, and F (Loess Avenue) have 12' multi-use pathways on one side with 5' sidewalk on other									

Road Type, Typical Section	Plat Page	Direction	Name	Paths # Direction	Road Connection (External)	Utilities	Utility Easements	Construction Phase	Full Construction
West-East Roads (north to south from north boundary of Coeur Terre 2)									
Collector B	3	W-E	Nez Perce	2 south	East to existing Nez Perce Avenue	12", 24" water No Sewer	10' (A)	4 th Addition	All except north side 5' concrete sidewalk;
Local Road C	3	W-E	Illite Avenue	2 north	N/A	8" water 8" sewer	10' (A)	3 rd Addition	All
Local Road C	3	N-SE	Barite Avenue	1 south	N/A	8" water 8" sewer	10' (A)	3 rd Addition	All
Local Road C	3	N-SE	Gaia Avenue	1 south	N/A	8" water 8" sewer	10' (A)	2 nd Addition, 3 rd Addition	All
Local Road C	3	W-E	Talc Avenue	N/A	N/A	8" water 8" sewer	10' (A)	2 nd Addition	All
Local Road C	4	W-E	Olivine Avenue	N/A	N/A	12" water 8" sewer	10' (A)	1 st Addition, 5 th Addition	All
Local Road C	4, 5	W-E	Halide Avenue	1 south	West to existing Huetter Road	12" water 8" sewer 15" sewer (Loess Street to Oxide Street)	10' (A)	Addition, 1 st Addition (east side only)	All
Local Road C	4,5	NW, E- W, and SE	Feldspar Avenue	1 south 1 (path, fire access) south	Southeast to existing Appaloosa Road	8" water 8" sewer 15" sewer (east of Oxide Street)	10' (A)	Addition	All
Path 12' Asphalt	4, 5	E-W	Unname d external path	1 south side of property	N/A	N/A	N/A	Addition	All

Road Design Details

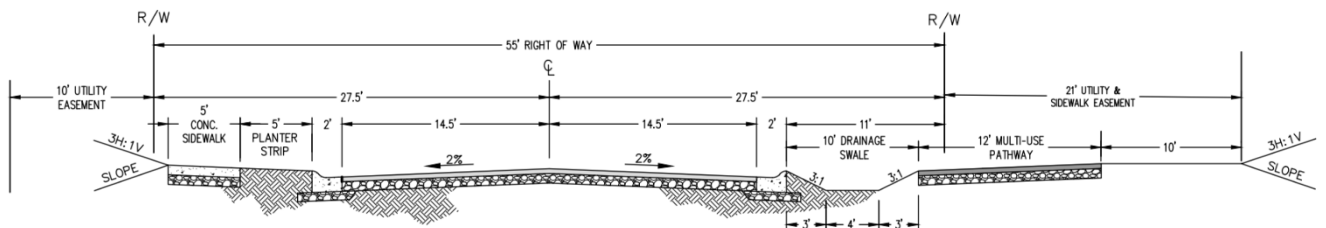
The following are the road typical sections that will be utilized throughout the site:





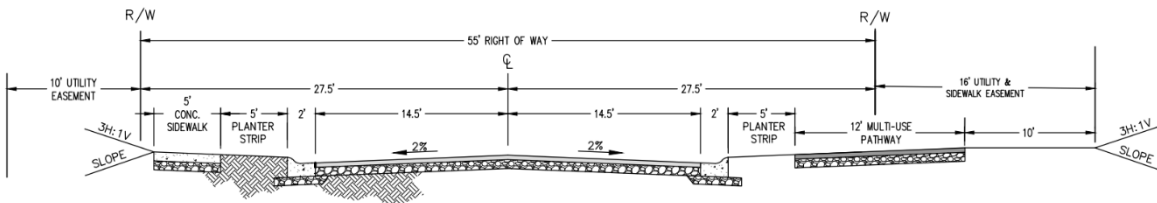
WIDENED LOCAL RESIDENTIAL STREET - TYPICAL SECTION

NOT TO SCALE



**LOCAL RESIDENTIAL STREET W/ SWALE AND PATH ON ONE SIDE
TYPICAL SECTION**

NOT TO SCALE



**LOCAL RESIDENTIAL STREET W/ PATH ON ONE SIDE
TYPICAL SECTION**

NOT TO SCALE



Pri

Private Common Area, Location and Design

The Coeur Terre Homeowner's Association (HOA) will be established as the entity responsible for the ownership, operation, maintenance, and long-term management of the project's common areas, shared improvements, and private infrastructure. Covenants, Conditions, and Restrictions (CC&Rs) will be recorded to the property. The HOA will be responsible for maintaining improvements in a safe, functional, and attractive condition in accordance with the recorded CC&Rs.

The CC&Rs are anticipated to assign maintenance and management responsibility for the following common elements:

Infrastructure / Common Element	Features	Utilities and/or Services
Open Space Tracts: C, E, F, G, J, K, L, N, O, Q	Turf and native grasses; trees; irrigation; fences; stormwater facilities	Power; water
Open Space Tracts with Pedestrian Access: A, D, H, I, M, P, R	Turf and native grasses; trees; irrigation; paths (8' wide); fences; stormwater facilities	Power; water
Open Space Tract with Perimeter Pathway System: A and S	Native grasses; trees; irrigation; paths (10' wide on south, 12' wide on east); stormwater facilities	Power; water
Monument and Wayfinding Signage—Location TBD	Entry features; directional signage	Power, as applicable
Cluster Mailbox Facilities—Location TBD	Cluster mailbox units on concrete pad	Mail service access
Tract Utility Infrastructure—Location TBD	Service lines; meters; drywells; fire hydrants	Water and utility service
Site Service Features—Location TBD	Trash enclosure and receptacles; lights; street trees	Power; solid waste service, as applicable

Public Park

The project includes construction of a centrally located community park consistent with the Coeur Terre Master Planned Development. This will include construction of baseline improvements to the park, followed by transfer of ownership to the city. Design and layout shall be approved by the City, including items such as:

- Rough grading
- Parking lot(s)
- Perimeter sidewalks
- Irrigation and utility stub-outs

Public School Site

The project includes a 10.065-acre lot planned for an elementary school site. This property will be donated to the School District pursuant to a Memorandum of Understanding between the owner and the Coeur d'Alene School District. This Memorandum of Understanding is Exhibit F in the Coeur Terre Annexation and Development Agreement.

Traffic Related Improvements

A Traffic Impact Analysis (TIA) prepared by CivTech (April 2026) evaluated both existing and future conditions, including 2030 and 2035 horizon years, for the build-out of Coeur Terre 2. The following information is a summary of information from the TIA.

Improvements for this study are separated into two categories, Project Improvements and System Improvements.

- Project Improvements consist of additions or changes to the roadway and intersections along the frontage of the Coeur Terre 2 site that are the sole responsibility of the development.
- System Improvements are additions or changes to the roadway and intersections within the study vicinity that traffic from the Coeur Terre 2 site contributes to but is not solely responsible for. Impact fees collected from Coeur Terre 2 may be used towards these System improvements.

Project Improvements and System Improvements are summarized in the table below.

Project Improvements	Horizon Year	Coeur Terre 2 PM Peak Hr. Site Traffic	Coeur Terre 2 PM Peak Hr. Background Traffic	Coeur Terre 2 PM Peak Hr. Total Traffic	Coeur Terre 2 % Site Responsibility	Coeur Terre 1 % Site Responsibility
Huetter Road/Access A Roundabout	2030	-	-	-	100%	-
Huetter/Mullan NB Left-Turn Lane Addition	2030	2	77	79	100%	-
System Improvements	Horizon Year	Coeur Terre 2 PM Peak Hr. Site Traffic	Coeur Terre 2 PM Peak Hr. Background Traffic	Coeur Terre 2 PM Peak Hr. Total Traffic	Coeur Terre 2 % Site Responsibility	Coeur Terre 1 % Site Responsibility
Coeur Terre/Hanley Traffic Signal	2030	14	1,263	1,277	-	100%

Hanley Avenue Corridor Coordination Timing Plan and Implementation	2030/2035	-	-	-	-	100%
Atlas/Hanley EB Right-Turn Lane Extension	2030	7	172	179	4%	9%
Huetter/Seltice EB Left-Turn Lane Extension	2030	37	243	280	13%	11%
Huetter/Seltice SB Left-Turn Lane Extension	2030	0	181	181	0%	0%
Atlas Signal Timing Adjustment Corridor Coordination	2030	-	-	-	10%	10%
Atlas/Hanley WB Left-Turn Lane Extension	2035	25	95	120	21%	11%
Atlas/Hanley NB Right-Turn Lane Extension	2035	17	96	113	15%	6%
Atlas/Seltice SB Right-Turn Lane Addition	2035	2	234	236	1%	1%
Atlas/Kathleen WB Right-Turn Lane Addition	2035	0	482	482	0%	4%
Atlas Signal Timing Adjustment Corridor Coordination	2035	-	-	-	10%	10%

Major Infrastructure Improvements-External and Internal

The following is a compilation of the proposed major infrastructure improvements that will be made by the developer to serve the Coeur Terre 2 project:

Project Type	Study/Agreement	Location	Timing
Huetter Roundabout	TIA	Huetter and Halide	Addition
Huetter/Mullan-NB Left Turn Lane Addition	TIA	Huetter and Mullan	6 th Addition
W Nez Perce Rd Connection	Annexation and Development Agreement 4.3		4 th Addition
Appaloosa Rd Connection	Annexation and Development Agreement 4.3		Addition
Right-of-Way and Easements Huetter	Annexation and Development Agreement 1.6	Huetter	With final subphase with Huetter Rd adjacency or per RDA
Appaloosa Trunk Main	Annexation and Development Agreement 3.2.1.3, as amended		Prior to 454 th ERU Connection
Community Park (12.309 acres)	Annexation and Development Agreement 4.7.2	Northcentral area of Coeur Terre 2	Prior to commencement of development of 199 th gross acre (school sites and water assets excluded).
Public Trail System N-S (12')	Annexation and Development Agreement 4.7.3	East perimeter of Coeur Terre 2, with three trail connections west to Tellus St.	With adjacent phase
Public Trail System E-W (10')	Annexation and Development Agreement 4.7.4	South perimeter of Coeur Terre 2 with three trail connections north to Feldspar Ave.	With adjacent phase
School Site (10.065 acres)	Annexation and Development Agreement 4.1.0	South of Olivine Avenue	With adjacent phase-coordinated with School District

Design Deviations

Pursuant to Coeur d'Alene City Code 16.25.040: Deviations, the owner is not applying for any deviations from City Code.

Compliance with City Subdivision Design Standards

In addition to the system-level analysis (transportation, water, sewer, parks, and schools), the project has been evaluated for compliance with applicable subdivision design and improvement standards contained in Chapters 16.15 and 16.40 of the Coeur d'Alene Municipal Code. The results of that evaluation further demonstrate that infrastructure will be constructed to City standards and available concurrent with development.

Transportation and Street Network Design

The proposed street system is designed to align with the Coeur Terre Master Plan. Local streets are designed to discourage through traffic while still maintaining connectivity in accordance with the approved Annexation and Development Agreement. Street alignments, intersection geometry, grades, structural section, right-of-way and easement widths are designed in conformance with City standards.

Where applicable, access controls will be implemented, and all required traffic control devices and signage will be installed consistent with City standards and the Manual on Uniform Traffic Control Devices (MUTCD).

All streets will be constructed to City standards, including required widths, curbs, gutters, sidewalks, and storm drainage infrastructure.

Pedestrian Connectivity and Block Design

The subdivision incorporates a connected pedestrian system, including sidewalks throughout the development, multi-use paths and mid-block walkways where block lengths exceed 600 feet, and perimeter paths. This ensures compliance with the Annexation and Development agreement along with City standards and provides connectivity to parks, open space, and adjacent neighborhoods.

Block lengths, circulation patterns, and pedestrian access routes have been designed to balance efficient traffic movement with walkability and neighborhood integration.

Utility and Infrastructure Capacity

All utilities, including water, sewer, storm drainage, and franchise utilities, will be designed and constructed to meet City and franchise utility standards and to accommodate both the proposed development and future growth in the surrounding area.

Specifically:

- Water systems will include distribution mains and fire hydrants sized to meet required fire flows and spacing standards;

- Sewer systems will connect to the municipal system and be constructed in accordance with City and Idaho DEQ requirements;
- Stormwater systems will be designed to provide water quality treatment and on-site disposal via infiltration;
- Underground utilities and easements will be provided throughout the development.

These systems will be installed concurrent with each phase of development, ensuring that infrastructure capacity is available at the time of need.

Lot Design, Access, and Subdivision Layout

All lots are designed to meet applicable zoning requirements for frontage, size, and access. Lots front on public streets or are otherwise configured in compliance with City standards for access and circulation.

The compliance with subdivision design and improvement standards demonstrates that the Coeur Terre 2 development will be served by adequate public facilities and infrastructure. All required improvements will be constructed to City standards and delivered concurrent with development.

Annexation and Development Agreement Concurrency Analysis

The Coeur Terre 2 Annexation and Development Agreement and Concurrency Analysis Matrix is submitted as Exhibit A.

The purpose of the Annexation and Development Agreement Concurrency Analysis Matrix is to demonstrate that the prior approved Coeur Terre 1 and proposed Coeur Terre 2 preliminary plat have been evaluated for consistency with the terms of the Coeur Terre Annexation and Development Agreement and the concurrency requirements of section 6.4 of the agreement.

The concurrency analysis demonstrates that adequate public facilities and services will be available concurrent with the impacts of phased development and that the obligations of the owner can be implemented in a coordinated and enforceable manner through the preliminary plat and subsequent final plats.

Implementation through Construction and Final Plats

The Annexation and Development Agreement establishes the framework for implementation, while the preliminary plat translates those obligations into a buildable layout. Final engineering, construction plans, and final plats will complete the implementation of these requirements.

Where necessary, specific provisions such as bonding, timing triggers, cost participation, and construction responsibilities will be formalized or refined through:

- Preliminary plat conditions; and
- City-approved engineering plans.

Comprehensive Plan

In the process of agreeing to annexation and zoning of this property, the City Council found the Coeur Terre Master Plan consistent with the City of Coeur d'Alene's *Envision Coeur d'Alene Comprehensive Plan (2022–2042)* and that it implemented its goals related to land use, housing, transportation, and infrastructure. The proposed Coeur Terre 2 subdivision is consistent with the agreed to Master Plan, Zoning, and Annexation and Development Agreement terms, with no deviations requested.

Conclusion

The proposed Coeur Terre 2 preliminary plat is consistent with the city subdivision standards and the governing Annexation and Development Agreement. The project translates the approved entitlement framework into a phased, constructible subdivision while maintaining consistency with land use, infrastructure, and public improvement obligations.

Appendix A: Annexation and Development Agreement Concurrency Analysis

See attached.

	Annexation and Development Agreement Term	Required for Coeur Terre 2	Comments	Coeur Terre 1 Concurrency	Coeur Terre 2 Concurrency
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”	Yes	The project has been designed to be consistent with the adopted zone districts.		
1.4	Maximum Number of Residential Units: Despite zoning that could theoretically allow for approximately four thousand nine hundred forty (4,940) residential units, the Owner agrees to a maximum residential unit count of two thousand eight hundred (2,800). This is the number that the City's wastewater system is capable of handling at the time of this Agreement, as evaluated in the May 2022 Wastewater Collection Study. The distribution of density shall be governed by underlying zoning and shall be generally consistent with the Conceptual Master Plan (Exhibit “E”).	Yes	The project will result in the construction of up to 506 units. The distribution of density aligns with the Conceptual Master Plan (Exhibit E)	595 units are anticipated to be constructed with Coeur Terre 1.	595 units are anticipated to be constructed in Coeur Terre 1 with an additional 506 units planned to be constructed with Coeur Terre 2. This equals 1,101 units anticipated to be constructed.
1.5	Buffer Zone: The Owner shall provide a minimum of two hundred (200) feet of R-3 zoning abutting existing residential neighborhoods to the east and south. Properties zoned R-3 shall be limited to single-family residential with a maximum height of thirty-two (32) feet. Other allowable uses within this R-3 zoning district include open space, trails and public utilities.	Yes	This 200' of R-3 zoning was established with the adoption of the Annexation and Development Agreement and resultant update to the City's zoning map. The project has been designed to be consistent with that zoning and the allowed uses. No structures are proposed to exceed 32' in height.		
1.6	Dedication of Huetter Right-of-Way: The Owners agree that, within sixty (60) days after the recording of this Agreement, an agreed portion of property owned by the Owners located west of the annexation boundary (Exhibit “A”) and within the City's Area of City Impact (“ACI”) shall be dedicated to the Post Falls Highway District in order to establish the eastern edge of the Huetter right-of-way. This dedication is intended to provide the required fifty-foot (50') half right-of-way on the east side of Huetter Road	Yes	After recording the agreement, the owner requested that Post Falls Highway District accept the dedication of right-of-way. The Highway District did not accept it and requested to accept it later, at the time of subdivision. It is anticipated that the Highway District will comment on this application and request intersection improvements along with dedication of right-of-way and easements.	The dedication of this right-of-way is not anticipated given that that Huetter Rd is not adjacent to the Coeur Terre 1 project boundary.	It is anticipated that the Huetter right-of-way dedication will occur with the final plat of a subphase with direct adjacency to Huetter Rd; or at time as determined in the Future Road Development Agreement between the Highway District and the owner.
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.	Yes	The application, preliminary plat, narrative, and related documents demonstrate compliance with the various city and agency standards. Some details will be further refined with development of detailed engineering plans for construction prior to final plat. There are no known floodworks that need to be addressed. Utility lines are extended to adjacent lands where appropriate for design and in consideration of the built environment.		
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.	Yes	The project has been designed consistent with standards that are in effect as of the date of this application.		
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	Yes	All required construction inspection, testing, and field reports will be provided to the City at no cost. The City engineer will be requested to be present at the time of pressure testing of water and sewer mains with 24 hours notice given by the engineers prior to such presence being requested.		

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.	Yes	As-builts will be provided to the City staff. The owner understands that the improvements will need to pass city inspection and the improvements will be accepted for public maintenance or approved for private use.		
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.	Yes	The owner agrees to use the City of Coeur d'Alene's public water supply system to serve this project. The owner will pay all required fees and charges including connection or capitalization charges. The owner is investigating the use of the existing well for private irrigation.		
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	Yes	The status of the City's water rights application is unknown.		
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.	Yes	The owner agreed to this condition is signing this agreement.		
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.	Yes	An annual report will be created once an ERU is developed and in use.	No ERU s are anticipated from Coeur Terre 1 from occupied units in 2026.	No ERU's from Coeur Terre 1 or Coeur Terre 2 are anticipated from occupied units in 2026.
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.	No	The owner and wastewater entered into a Construction Cost-Share Agreement on October 21, 2025 that modified the original lift station improvement scope, cost share, and timeline.	Any lift station improvements are to be consistent with the Construction Cost-Share Agreement based on the agency reviews of the lift station improvement plans for Coeur Terre 1.	N/A

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.	No	Coeur Terre 2 does not contribute to Laurel/Sherwood Trunk Main.	N/A	N/A
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	Yes	The wastewater from Coeur Terre 2 will discharged into the existing main in Appaloosa. This trunk main will be upsized prior the 454th ERU. The design and construction of this sewer infrastructure will be paid for by the owner.	N/A, CT1 is serviced entirely by the Hawks nest lift station.	506 units anticipated to be constructed with Coeur Terre 2. This exceeds the 454 ERU connection threshold requiring the Appaloosa Trunk Main to be upsized prior to completion of CT2.
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.	Yes	Coeur Terre 2 contributes to the Fairway Trunk Main.	N/A, CT1 is serviced entirely by the Hawks nest lift station.	The owner will pay the City's adopted surcharge for the Fairway Trunk Main at the time of building permit.
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	Yes	All phases of Coeur Terre contribute to the Riverside Interceptor.	The owner will pay the City's adopted surcharge for the Riverside Interceptor at the time of building permit.	The owner will pay the City's adopted surcharge for the Riverside Interceptor at the time of building permit.
3.2.1.6	Authorized Scheduling Modifications: Notwithstanding any other provision or requirement hereunder, with respect to the timing of sewer infrastructure improvements required of Owners, the City Wastewater Department in its sole discretion, may delay the timing of said required improvements and any such approved delay shall not affect or negate owners' right to the issuance of any approval hereunder provided all requirements of the Agreement are otherwise provided.	Yes	The owner may complete an updated sewer study to verify and/or propose modifications to the required infrastructure improvements.		

3.2.1.7	Authorized Sewer Improvement Modifications: Notwithstanding any other provision or requirements hereunder, should the City Wastewater Department and Owner mutually agree in writing then the scope or nature of sewer improvements required of owner hereunder may be modified without the need for an amendment to this Agreement.	Yes	The owner may complete an updated sewer study to verify and/or propose modifications to the required infrastructure improvements.		
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	Yes	The owner will use the City of Coeur d'Alene's public sewer and water systems to serve this project. JUB Engineers has completed sizing analysis for both sewer and water that has been approved by the City's Water and Wastewater Departments. If the City requests oversizing, the owner will seek reimbursement at that time.	The owner will comply with the approved water and sewer sizing studies completed by JUB Engineers.	The owner will comply with the approved water and sewer sizing studies completed by JUB Engineers.
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 garage 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.	Yes	The owner is proposing curb side collection services. The details of this will be provided with the final engineering/construction plans.		
3.5	Street Lights: The Owners agree to adhere to City policies and standards for street light design and construction	Yes	The owner will provide street lights per the City's specifications. The details of this will be provided with the final engineering/construction plans.		
3.6	Street Trees: The Owners agree to adhere to City policies and standards for street trees.	Yes	The owner will provide street trees per the City's specifications for landscaping. The details of this will be provided with the final landscape construction plans.		
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.	Yes	The owner has submitted preliminary subdivision plans that address sanitary sewer improvements, water system, grading, and typical sections for roads. The final engineering and construction plans will contain the more detailed construction information. The owner understands the City will not take on maintenance of such infrastructure until after formal acceptance of the improvements by the City Council.		
4.2	Rights-of-Way and Easements: As partial consideration for this Agreement, the Owners agree to dedicate the following rights-of-way and grant the following easements to the City at the time of execution of this Agreement and/or with subsequent development requests as required by the City and to enter into a Road Development Agreement with the Post Falls Highway District.	See sub-sections below:	See sub-sections below:		
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.	Yes	The owner has held this area in reserve, while the Idaho Transportation Department is working on the Rathdrum Prairie Environmental Linkages study. As of the date of this submittal, the study has not been finalized or formally adopted. Given this, the owner is planning to maintain this 50' reserve area other than in those areas where frontage improvements to Huetter Road are required based on the impacts identified in the Traffic Impact Analysis prepared for this project.	N/A, the 50' Huetter Rd setback area is not located within the Coeur Terre 1 project boundary.	The 50' Huetter Rd setback area has been held in reserve as depicted on the Coeur Terre 2 preliminary plat.
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.	No	The Hanley Avenue project has been constructed to three lanes with a signal at Huetter and 10' asphalt pathways on both sides. The Traffic Impact Analysis for Coeur Terre 2 has determined that no additional improvements are needed.	These improvements were constructed prior to Coeur Terre 1.	These improvements were constructed prior to Coeur Terre 1.

4.2.3	In order to address cumulative traffic impacts associated with phased development, the Owners, including its agents, representatives, and assigns, shall install urban standard transportation improvements concurrent with each phase of development, in compliance with City standards and the current City of Coeur d'Alene Trails and Bikeways Master Plan, Traffic studies acceptable to the City and the Post Falls Highway District where applicable, shall be required for each major project phase, as mutually determined by the Parties. A traffic concurrency analysis shall be completed with each subdivision application or every two years, whichever comes first, until the build-out of the project. Concurrent improvements within each phase shall provide independent utility to address the trips generated by that phase, and may not rely on previous improvements not designed or constructed to meet the anticipated travel demand of the new phase nor any subsequent transportation improvements anticipated in future phases. Proposed connections to the existing transportation network in each phase will be determined through the City's development review process and must comply with the Post Falls Highway District's standard if it has jurisdiction of the public right-of-way.	Yes	The owner is installing urban standard transportation improvements to serve each phase of development. These are consistent with the City's adopted road and path standards and provide independent utility to address the trip generated in that phase while not relying on previous improvements not designed or constructed to meet the travel demand of the new phase nor any subsequent transportation improvements anticipated in future phase. The owner has performed a traffic impact analysis which has been submitted with the application package for this project.	The Coeur Terre 1 Traffic Impact Analysis prepared by CivTech was submitted and approved with the Preliminary Subdivision/PUD process.	The Coeur terre 2 Traffic Impact Analysis prepared by CivTech accounts for the cumulative impacts and mitigations for both Coeur Terre 1 and 2 .
4.2.4	All access onto Huetter Road from the development shall be approved by Post Falls Highway District prior to construction and must comply with the Post Falls Highway District's Access Management Ordinance if it has jurisdiction of the public right-of-way	Yes	It is anticipated that the Highway District will review the submitted Traffic Impact Analysis and access locations and comment on this application.		
4.3	Street Connections to Existing Subdivisions: Currently, the following streets through subdivisions to the east and south of the Property dead end at the eastern Property boundary: W. Appaloosa Rd., W. Arrowhead Rd., W. Nez Perce Rd., W. Laurel Ave., W. Woodside Ave., We. Wedgewood Loop, and W. Spiers Ave. The Owners agree that only W. Nez Perce Rd. and W. Appaloosa Rd., shall be allowed to connect the Property with the residential subdivisions to the east and south. These two (2) connections are necessary for public safety reasons. The Owners, in consultation with the City, shall design and construct the connections with traffic calming features to discourage speeding and, to the greatest extent reasonably possible, through-traffic, and to ensure designs that encourage traffic originating in Coeur Terre to exit onto W. Hanley Ave. and N. Huetter Rd. instead of to the east. Bollards and lock gates will not be acceptable methods of discouraging through traffic. The remaining streets shall permanently terminate at the Property's eastern and southern boundaries, but pedestrian and bicycle access shall be provided at the terminuses of these streets.	Yes	This project is designed to connect to the two required connections points at W. Nez Perce Rd. and W Appaloosa Rd. The street configuration has been modified from the original master plan to encourage traffic, generated in Coeur Terre, to travel west to Huetter Road and ultimately north to Hanley Avenue. Traffic calming measures will be coordinated and installed as approved by the City's Engineering Department. Coeur Terre 2 proposes a perimeter trail system that provides pedestrian and bicycle access to all permanently terminated streets on the eastern and southern boundaries.		
4.4	Roundabouts: No roundabouts on W. Hanley Ave., along the northern boundary of the Property, shall be allowed.	No	The Hanley Avenue project has been constructed to three lanes with a signal at Huetter and 10' asphalt pathways on both sides. No roundabouts were constructed.		
4.5	Wastewater Easements: Any wastewater infrastructure not located in the public right-of-way shall be located within a minimum twenty (20) foot wide easement granted to the City of Coeur d'Alene. Any manholes located within easements shall have an unobstructed, all-weather surface so that manholes can be accessible. No wastewater system or public sewer line shall traverse private land outside of an easement.	Yes	This project does not propose wastewater infrastructure to be located outside of the public right-of-way.		
4.6	Impact Fee Credit: The Owners agree that any credit towards the payment of the City's Impact Fees shall be determined by State law and the City Code at the time of assessment	Yes	The owner understands this.		
4.7.1	Neighborhood Park: The Owners have agreed to donate to the City, via Warranty Deed, approximately five point four (5.4) acres of land in the Development to the City for a public neighborhood park. The Owners further agree to complete baseline improvements for the park, according to a design and layout approved by the City, including items such as parking lots, perimeter sidewalks, rough grading, and installation of irrigation and utility stub outs 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.	No	This does not apply to Coeur Terre 2.	The 5.4 acre park is included in the Coeur Terre 1 PUD boundary and is proposed to be dedicated to the City prior to the 81st acre of development with the required base line improvements. CT1 provides sufficient private open space to meet the 10% requirement, therefore the entire 5.4 acre neighborhood park can be applied to the open space requirement of future PUD's.	N/A
4.7.2	Community Park: The Owners have agreed to develop and donate to the City, via Warranty Deed, approximately twelve point three (12.3) acres of land in the Development to the City for a public community park. The Owners further agree to complete baseline improvements for the park, according to a design and layout approved by the City, including items such as parking lots, perimeter sidewalks, rough grading, and installation of irrigation and utility stub outs 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.	Yes	A 12.3 acre park lot is depicted on the preliminary plat. The owner will work with the City on the design and layout of this, and will complete baseline improvements prior to transferring this at the 199th gross acre of development.	N/A	A 12.3 acre park lot is depicted on the preliminary plat. The park will be constructed and dedicated with baseline improvements prior to the 199th gross acre of development. CT2 is proposed as a standard subdivision that does not have a minimum open space requirement, therefore the entire 12.3 acre neighborhood park can be applied to the open space requirement of future PUD's. This brings the total open space eligible to be applied to future PUD's is 17.7 acres.

4.7.3	Public Trail/Multiuse Path System (N-S): The Owners have agreed to develop and dedicate two (2) traversing north-south trails to City standards that connect out of the Development to facilities for public use a minimum of twelve feet (12') wide and paved to City standards. The north-south trails shall be developed and dedicated adjacent to each phase of development and shall eventually extend the entire length of the Development, to be constructed as development of each phase progresses or once the water transmission main is relocated, whichever is sooner.	Yes	12' wide north-south asphalt trails are depicted on the preliminary plat. The trail will be constructed with the adjacent phase of development.	Portions of two 12' wide north-south asphalt trails will be constructed with Coeur Terre 1 ; one on the east side of Coeur Terre Boulevard and the second along the eastern plat boundary in a common area tract.	Portions of two 12' wide north-south asphalt trails will be constructed with Coeur Terre 2 ; one on the east side of Loess Street and the second along the eastern plat boundary in a common area tract.
4.7.4	Public Trail/Multiuse Path System (E-W): The Owners have agreed to develop and dedicate two (2) traversing east-west trails to City standards that connect out of the Development to facilities for public use a minimum of ten feet (10') wide and paved to City standards. The east-west trails shall be developed and dedicated adjacent to each phase of development.	Yes	This project depicts a 10' wide east-west asphalt trail. The trail will be constructed with the adjacent phase of development.	A 10' wide east-west asphalt trail is proposed in the Yellowstone Pipeline easement.	A 10'wide east west asphalt trail will be constructed on the southern perimeter with the adjacent phase of development of Coeur Terre 2.
4.7.5	Pre-Construction Work: Prior to dedicating any park parcel, the Owners agree to maintain the site in a manner that facilitates future park development by avoiding contaminants, soil compaction, improper fill, and the like. The Owners will also remove any construction waste or debris and decompact the soil prior to dedication to the City. This property will be mass graded to match adjacent street grades, and to address infrastructure needs such as utility cover, and the like.	Yes	The owner has maintained the park parcel in an undeveloped state and will not place improper fill, contaminants, compact soils, or the like. Additionally, any construction waste or debris will be removed and soil decompact prior to dedicating the land to the City.		
4.8.1	Water Tower Site: The Owners acknowledge that the existing City Water System Master Plan identifies the parcel upon which an existing water storage facility is located, pursuant to a perpetual lease under a previous owner's grant, which parcel was to be transferred by Warranty Deed to the City upon annexation. Therefore, the Owners agree to transfer to the City a parcel of at least one-hundred fifty feet by one-hundred fifty feet (150'x150') at the current location for the water storage facility. The transfer of property ownership shall occur contemporaneously with the annexation of the Property	No	This parcel has been deeded to the City.		
4.8.2	Well Site: The Owners acknowledge that the City Water System Master Plan identifies the need for a well in the quadrant where the Property is located. Therefore, the Owners agree to transfer to the City a parcel at least one-hundred fifty feet by one-hundred fifty feet (150'x150') at a mutually acceptable location for a new City well. The tentative well site is identified in Exhibits "D" (p. 39) and the corresponding Zoning Map, and Exhibits "E" and "G." The transfer of ownership shall occur within seven (7) days after determination that the well site meets City standards. The well site must meet City standards for water quality and flow. The City will commence test drilling on the proposed site within one (1) year from the date of dedication. If the proposed site does not meet the City's water quality or flow requirements, the Owners shall provide another site at a mutually acceptable location. This process will continue until a site is found that meets the City's water quality and flow requirements. The Owners are not responsible for any cost associated with the testing or construction of the well except for the transfer of ownership of the site. The parties agree to amend Exhibits "D," "E," and "G" when a final well site has been finally selected in accordance with this paragraph.	No	This well site is not located within the Coeur Terre 2 project boundary.	The proposed well site is located in the CT1 project limits. The City has completed a test well and verified the site is suitable for the development of a new 12" domestic well. The specific well site will be dedicated to the City upon recordation of the CT1 final plat.	N/A, the well site is not located within the Coeur Terre 2 project boundary.
4.9	Compliance with conditions of approval: The conditions of approval, within the Planning and Zoning Commission's Findings and Order attached as Exhibit "B," are expressly incorporated into this Agreement as binding provisions of this Agreement. The Owners specifically agree to fulfill each condition of approval, as clarified and adopted in this Agreement, as if such condition was specifically enumerated in this Agreement.	Yes	The owner understands this.		
4.10	School Sites: Pursuant to the Memorandum of Understanding entered into by the Owners and School District #271, a copy of which is attached to and incorporated herein by reference as Exhibit "F," the Owners will convey two future school sites to School District #271. If a school is constructed on W. Hanley Ave., a right-turn lane for eastbound traffic on W. Hanley Ave. shall be required. Additionally, the Owners shall be responsible for the cost of Rectangular Rapid Flashing Beacons (RRFBs), including installation costs, for both school sites. The Concurrency Analyses shall determine the exact locations, how many are required for each school, and the timing of installation.	Yes	The school site on W Hanley Avenue is now owned by the Coeur d'Alene School District. At this time, the School District does not have immediate plans to construct a school at this location. With this project, a 10 acre school site has been located south of Olivine Avenue. The owner is coordinating with the school district on the timing for receipt of the property. Safety measures will be addressed at time of construction of said sites.	The northern school site on the south side of W Hanley Avenue has already been purchased by School District #271. There are no known construction plans pending for this site. A concurrency analysis for RRFBs will be completed at the time of the site development application.	The southern school site will be transferred by the owner to School District #271 with the 5th Addition to Coeur Terre 2, or at an alternate time, as coordinated with the school district. A concurrency analysis for RRFBs will be completed at the time of the site development application.
4.11	Police Substation: The Owners shall provide space in a commercial development with convenient access to Huetter Road for a police substation. The size of the substation shall be adequate for use by officers to write reports and carry out other official functions. The Owners agree to work with the Police Department to satisfy this requirement	No	This project does not include the construction of the commercial zone district adjacent to Huetter Rd.	N/A, commercial development is not occurring within the Coeur Terre 1 project boundary.	N/A, commercial development is not occurring within the Coeur Terre 2 project boundary.

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.	No	The owner has paid all annexation fees.	
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.	No	This project does not propose a change in 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.	Yes	The owner understands this.	
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	Yes	The owner understands this.	
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.	No	The owner has paid all annexation fees.	
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.	Yes	The owner understands this.	
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).	No	The owner has paid this \$5,000 fee.	
6.1	Subdivision, Planned Unit Development, Site Plan, Boundary Line Adjustment and other Land Use Applications: The Parties acknowledge that it is the Owners' intent to develop the Property in phases through the subdivision, planned unit development (PUD), and other land use application processes, such as site plans and boundary line adjustments, over the next twenty (20) to thirty (30) years. The Owners agree that Exhibit "F" hereto represents a preliminary phasing plan which will serve as a general outline for the Project. Council shall be notified of any significant change in the preliminary phasing plan. Future PUD and subdivision proposals shall consider compatibility with surrounding neighborhoods.	Yes	This project is designed consistent with this Exhibit F.	
6.2	The Owners agree that in the event a subdivision plat, a planned unit development (PUD), site plan, or boundary line adjustment is desired, then the Owners will submit a proper and complete application in compliance with the City's development ordinances in effect at the time of the desired action.	Yes	The owner understands this.	
6.3	Construction Activities: The Owners shall provide that all construction vehicles, including delivery vehicles and private vehicles of construction employees, shall access the Property from W. Hanley Ave. or N. Huetter Rd. without traveling through the Indian Meadows, Northshire, or Woodside Park subdivisions.	Yes	The owner will notify the contractors working on the site that construction traffic is only allowed from W Hanley Avenue and N Huetter Rd. "No Construction Traffic Allowed" signs will be posted on the roads leading from the Indian Meadows, Northshire, and Woodside Park subdivisions.	

6.4	Concurrency Analysis: The Owners agree that concurrency with the minimum approved standards of this Agreement and any future approvals is borne by the Owners. Each phase and/or subdivision request made to the City shall be accompanied by a concurrency analysis of the Development, as a whole and as to the phase, to address compliance for each proposed plat with current codes, regulations, and policies. Open space, parks, trails/multiuse paths, affordable and professional worker housing, transportation, water, sanitary sewer, unit count, and overall density by zone, phase, and the subject property as a whole, including compliance with the total cap on density and units, shall be tracked and reported throughout the project duration in a timely manner by the Owners to the Planning Department.	Yes	This table includes a concurrency analysis.		
6.5	Affordability Covenants with Use. Refinance, and Resale Restrictions and Purchase Option: The Owners agree to reserve at least five percent (5%) of owned residential units and five percent (5%) of the rental residential units for affordable and professional workforce housing that meets 80-130% of Area Median Income (AMI) for the date on which it is sold or rented. All residential units shall be a variety of bedroom counts. The affordable and workforce housing requirement shall be protected by deed restriction or another equally effective method, and shall be reviewed in light of the addendum study to the Housing Availability and Affordability Study by PAHA, CDAEDC and U of I. Habitat for Humanity shall be given First Right of Refusal on a minimum one (1) multi-family parcel for its land trust inventory. The Owners shall be entitled to build thirty (30) market-rate units before this requirement is triggered. Thereafter, the Owners agree that the five percent (5%) reserved-units requirement shall be met with each phase, provided that a subsequent phase may have less than five percent (5%) to the extent that previous phases exceeded five percent (5%). The reserved units shall be a mix of rental and owned, as well as a mix of housing types. The Owners agree to work with Panhandle Area Housing Alliance (PAHA), other housing agencies, and/or shall self-administer the program. The Owners agree to provide an annual report to the City of how this requirement has been addressed in the preceding twelve-month period and will also conceptually outline plans for the next twelve-month period as to how this will be addressed. If the City determines that there are concerns with the reporting and/or satisfaction of this condition, the Owners agree to an independent third-party audit and compliance measures as agreed upon by the Parties to effectuate this condition	Yes	Following the creation of the first 30 market rate lots a minimum of 5% of all for sale and/or for rent lots/units will be reserved for the Affordable/Workforce Housing requirement. The plans depict general locations for the single family lots and identify the number of multi-family units. The details on the affordable/workforce housing plans for the multi-family units will be provided with future site plans or PUD submittals.	31 Affordable Workforce Housing Units are proposed to be constructed in Coeur Terre 1.	26 Affordable Workforce Housing Units are proposed to be constructed in Coeur Terre 2. An additional 31 units are proposed with Coeur Terre 1. This equals a total 57 cumulative units proposed to be constructed with CT1 and CT2.
6.6	Conceptual Master Plan: Future subdivision and PUD applications shall generally adhere to the alignment of the transportation network, product and place types, trails/multiuse paths, and public parks as shown in the conceptual design, attached hereto and incorporated herein by reference as Exhibit "E," subject to the Zoning Code in effect at the time of development.	Yes	This project is consistent with the conceptual design of this exhibit.		
6.7	Remedies and Deannexation: The Parties agree that in the event a Party fails to comply with the terms of this Agreement, commits any material breach, defaults, or otherwise fails to perform any substantive and material term or condition of this Agreement, and does not cure such breach, default, or failure within thirty (30) days of written notice from the adverse Party, or in the case of a breach, default, or failure to perform that is incapable of being cured within the thirty (30) day time period from written notice from the adverse Party, the Party fails to cure the same and thereafter to prosecute the cure of such breach with reasonable due diligence and continuity, then the adverse Party may deannex any property that has not been developed following the City's notice and public hearing process for Annexation pursuant to the City	Yes	The owner understands this.		
6.1	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	Yes	The project is designed to be consistent with this agreement.		

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DEVELOPMENT AGREEMENT

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ANNEXATION AND DEVELOPMENT AGREEMENT

(File No. A-4-22)

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

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 is attached hereto and incorporated herein by reference as Exhibit "B;" and

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

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



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

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

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

NOW, THEREFORE,

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

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

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

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

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

ARTICLE II: STANDARDS

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

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

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

ARTICLE III. UTILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV: PUBLIC IMPROVEMENTS & DEDICATIONS

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

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

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

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

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

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

4.8 Water Facilities:

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

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

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

ARTICLE V: CONSIDERATION & FEES

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

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

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

ARTICLE VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

By James Hammond
James Hammond, Mayor

Kelley Setters
Renata McLeod, City Clerk
Deputy
Kelley Setters

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

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

Sherri A. Baderkoter
Notary Public for Idaho
Residing at Spiritlake, ID
My Commission expires: 12/28/2026

DEVELOPER**KOOTENAI COUNTY LAND COMPANY, LLC**

By Melissa Wells
Melissa Wells, Manager

OWNERS**LREV 27 LLC**

By Melissa Wells
Melissa Wells, Manager

LREV 28 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 29 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 30 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 31 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 32 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 33 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 34 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 35 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 36 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 37 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 38 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 39 LLC

By Melissa Wells
Melissa Wells, Manager

Washington
STATE OF ~~IDAHO~~)
) ss.
County of ~~Kootenai~~) Spokane

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

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



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

EXHIBIT "A"

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

KOOTENAI COUNTY LAND COMPANY

CITY OF COEUR D' ALENE ANNEXATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 438.718 ACRES, MORE OR LESS.

ANNEXATION AND DEVELOPMENT AGREEMENT - 23

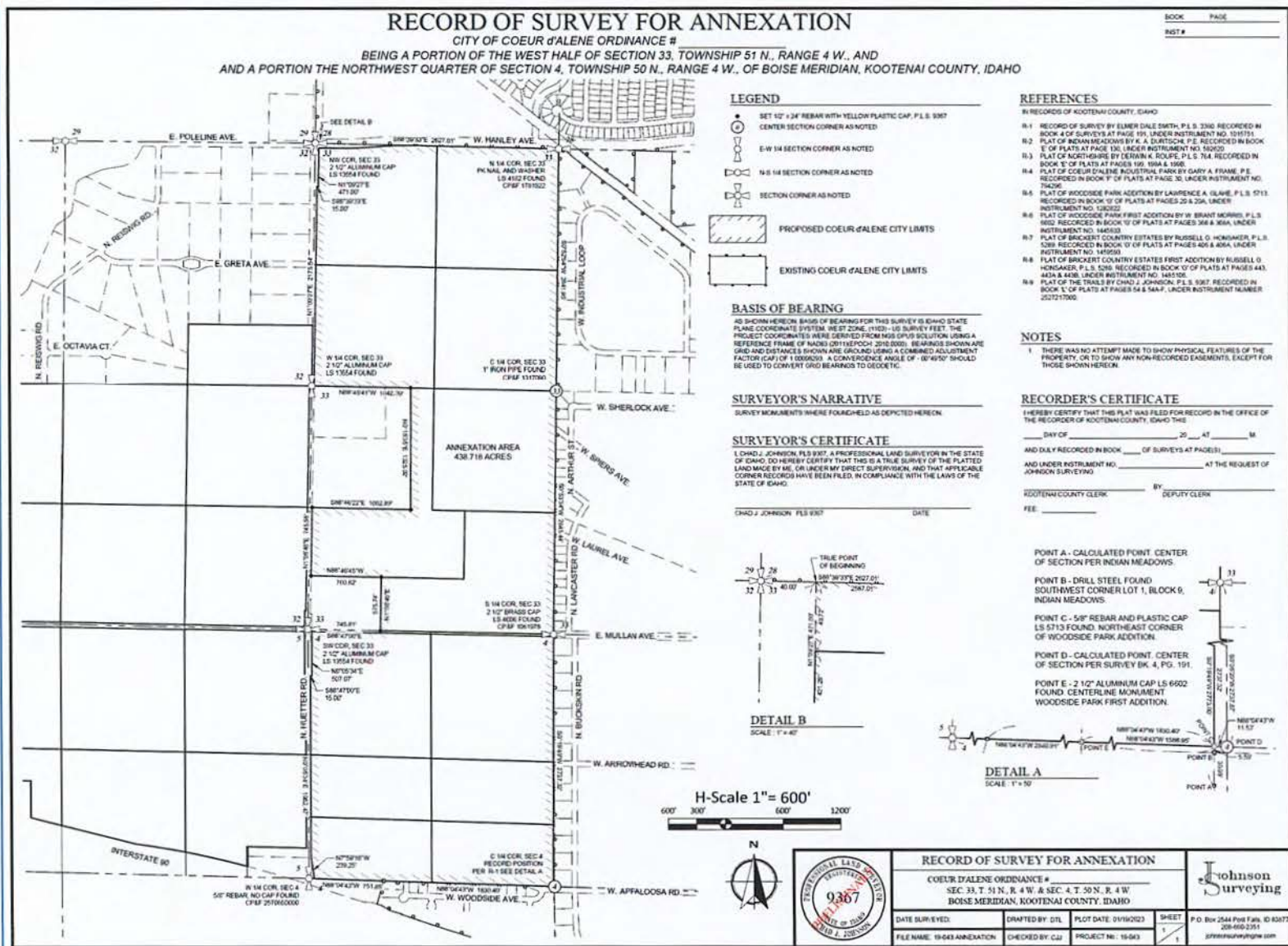


EXHIBIT “B”

(Planning and Zoning Commission Findings and Order)

COEUR D'ALENE PLANNING COMMISSION

FINDINGS AND ORDER

A-4-22

A. INTRODUCTION

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

APPLICANT: KOOTENAI COUNTY LAND COMPANY, LLC

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

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

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

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

Community & Identity

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

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

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

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

Growth & Development

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

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

Objective GD 1.5: Recognize neighborhood and district identities.

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

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

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

C. ORDER: CONCLUSION AND DECISION

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

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

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

Water:

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

Wastewater:

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

Streets & Engineering (Transportation/Traffic):

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

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

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

Parks:

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

Planning:

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

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

Other:

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

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

ROLL CALL:

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

Commissioner Luttrupp was absent.

Motion to approve carried by a 6 to 0 vote.


CHAIRMAN TOM MESSINA

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

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

The Applicant is Kootenai County Land Company, LLC.

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

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

The City Council adopts items B1 through B7.

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

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

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

ORDER: CONCLUSION AND DECISION

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

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

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

ROLL CALL:

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

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

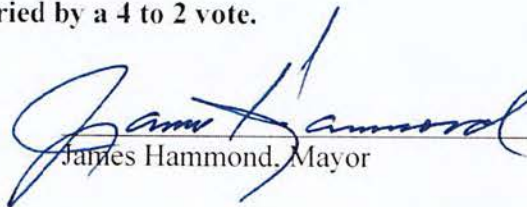

James Hammond, Mayor

EXHIBIT "D"

(Legal Descriptions of Zoning Districts & Corresponding Zoning Map)

ZONE C-17L (WATER TOWER)

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

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

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

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

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

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

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

ZONE C-17 (NORTH)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 12.239 ACRES, MORE OR LESS.

ZONE R-17 (NORTH)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 114.941 ACRES, MORE OR LESS.

ZONE R-8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE NORTH 01°55'17" EAST 300 FEET;

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

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

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

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

CONTAINING 187.099 ACRES, MORE OR LESS.

ZONE R-3

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

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

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

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

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

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

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

THENCE NORTH 01°55'17" EAST 300 FEET;

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

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

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

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

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

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

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

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

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

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

CONTAINING 47.053 ACRE, MORE OR LESS.

ZONE C-17L (WELL SITE)

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

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

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

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

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

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

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

ZONE R-17 (MIDDLE)

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

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

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

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

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

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

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

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

CONTAINING 6.076 ACRES, MORE OR LESS.

ZONE C-17 (SOUTH)

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

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

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

1. THENCE SOUTH 00°05'34" WEST 507.07 FEET;
2. THENCE NORTH 88°47'00" WEST 15.00 FEET;
3. THENCE SOUTH 00°05'34" WEST 1322.51 FEET;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 39.158 ACRES, MORE OR LESS.

ZONE R-17 (SOUTH)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°05'34" EAST 639.95 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 30.428 ACRES, MORE OR LESS.

CORRESPONDING ZONING MAP:

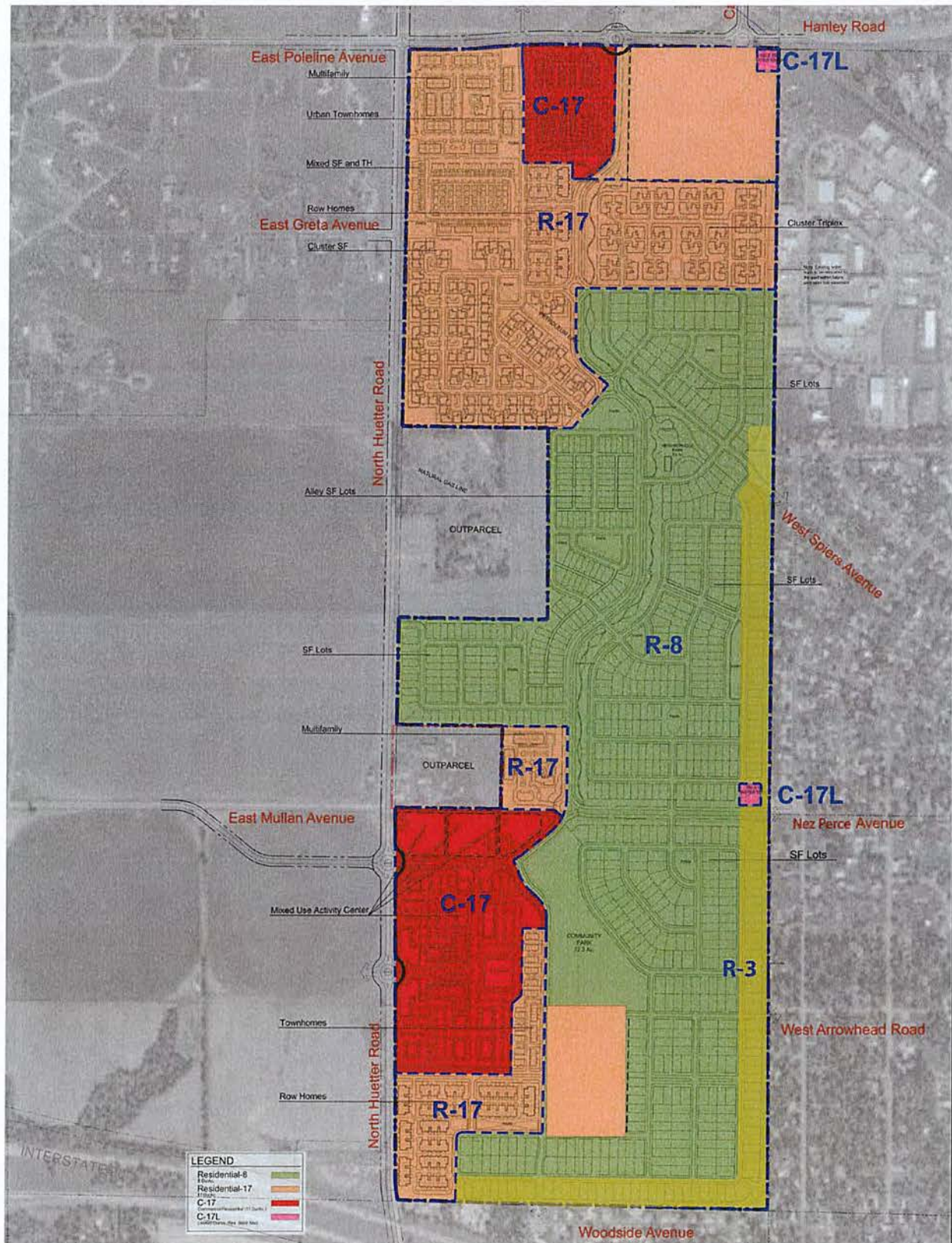


EXHIBIT "E"

(Generally Adhered to Design: Conceptual Master Plan)



ANNEXATION
Resolution No. 23-012

EXHIBIT "F"

(Copy of MOU with School District #271)

MEMORANDUM OF UNDERSTANDING

Coeur d'Alene School District #271 and LRE V, LLC

This memorandum of understanding ("MOU") is entered into on this 7th day of February, 2022 (the "Effective Date"), by and between LRE V, LLC, an Idaho limited liability company and its wholly owned subsidiaries which hold title to the subject properties (together with its successors and assigns, collectively referred to herein as, "Owner") and the Coeur d'Alene School District #271 (the "District"). Collectively, the District and Owner are referred to herein as the "Parties"; provided, however, the Parties acknowledge and agree that: (1) LRE V LLC holds the property for investment and does not intend to develop the subject Property and, instead, shall convey its interest in the subject Property, to an entity which intends to develop the Property and incident to that conveyance the transferee shall assume all obligations of the Owner under this MOU and (2) any reference herein to development, annexation or subdivision of the subject Property is in reference to actions to be taken by the transferee or successor in interest to the present Owner, which is signatory to this MOU.

RECITALS:

- A. The District is in need of, and has had significant difficulty locating, at a feasible price, appropriate real property for purposes of a new elementary school and middle school.
- B. The Owner desires to work with the District to donate certain property and sell other property to meet the District's needs as outlined below.
- C. Owner is the owner of certain unimproved real property located east of N. Huetter Rd., bounded to the north by what will be an extension of N. Hanley and to the south by W. Appaloosa Road, all of which property is located in Kootenai County, Idaho within the District's boundaries and generally depicted on Exhibit "A" hereto (the "Property").
- D. Owner intends to annex the Property into the jurisdiction of the City of Coeur d'Alene, Idaho in conjunction with (or followed by) an application for zoning and subdivision approval (the "Project").
- E. Owner intends to donate, and the District desires to accept, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately ten (10) acres, located within the Project near W. Appaloosa Road as generally depicted on Exhibit "B" hereto (the "Donated School Property"), subject to the terms of this MOU.
- F. In addition to the Donated School Property, the District intends to purchase, and Owner desires to sell, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately twenty (20) acres, located within the Project near N. Hanley as depicted on Exhibit "B" (the "Purchased School Property"). The Donated School Property and the Purchased School Property are sometimes referred to herein, collectively, as the "School Lots."

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 1

- G. The Parties desire to work together, in good faith, to achieve the mutual goals and interests outlined herein.

NOW THEREFORE, the Parties agree that the following steps outline the basic terms of the intended donative and sale transfers contemplated by the Parties:

1. Owner agrees (or to cause its successors in interest to agree) to work in good faith toward the following goals:

- a. To submit (or cause its successor in interest to submit) applications to the City of Coeur d'Alene for the purposes of annexation, rezoning and subdivision of the Property in a timely manner not to exceed 180 days from the Effective Date of this agreement.
- b. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to donate the Donated School Property to the District.
 - i. The location, layout, size and requested zoning of the Donated School Property shall be subjected to review by and coordination with the District before submission to the City.
 - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Donated School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
- c. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to sell the Purchased School Property to the District.
 - i. The location, layout, size and requested zoning of the Purchased School Property shall be subjected to review by and coordination with the District before submission to the City.
 - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Purchased School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
- d. To include (or cause its successors in interest to include) in its plans and factoring for the Project, the size and location of the School Lots as depicted on Exhibit "B", and to include the same in all studies submitted (including but not limited to sewer, water, roads and traffic) in order to complete all necessary submittals and infrastructure required to obtain final plat approval from the City of Coeur d'Alene.

2. The District agrees to work in good faith toward the following goals:

- a. To work with Owner (or its successors in interest) on the location, layout, size and requested zoning of the School Lots consistent with the parameters outlined herein.

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 2

- b. To write a letter of support in favor of annexation and development of the Property to the City of Coeur d'Alene and otherwise support annexation and development of the Property as reasonably requested by Owner or its successors in interest.
3. The Parties recognize and agree that this Agreement is preliminary in nature and only addresses the conceptual shared goals of (i) annexation of the Property into the City; (ii) donation of the Donated School Property; and (iii) purchase of the Purchased School Property. If the Property is successfully annexed into the City, the Parties agree to work together in good faith to negotiate a subsequent MOU to address additional details such as (but not limited to) the purchase price for the Purchased School Property and the potential to share the cost of necessary infrastructure associated with the School Lots.
4. The Parties recognize and agree that any donation and/or purchase of real property requires the approval of the District's then sitting Board of Trustees, in addition to other requirements mandated by Idaho law.
5. All obligations of Owner under this MOU, any subsequent MOU, any Purchase Agreement or Donation Agreement shall be contingent on the prior annexation of the Property into the City of Coeur d'Alene and approval and undertaking of the subdivision and development of the subject Property.
6. This MOU shall take effect on the Effective Date and can only be modified by a written document signed by the Parties. The Parties may mutually agree to terminate this MOU at any time and this MOU may be terminated by either party in the event of a material breach of any obligations set forth herein.
7. The Parties agree to work in good faith towards the goals outlined herein.

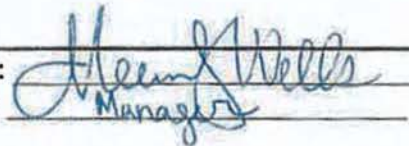
In witness hereof, the Parties hereto have executed this Memorandum of Understanding on the date set forth below.

Coeur d'Alene School District #271

LRE V, LLC, an Idaho limited liability company

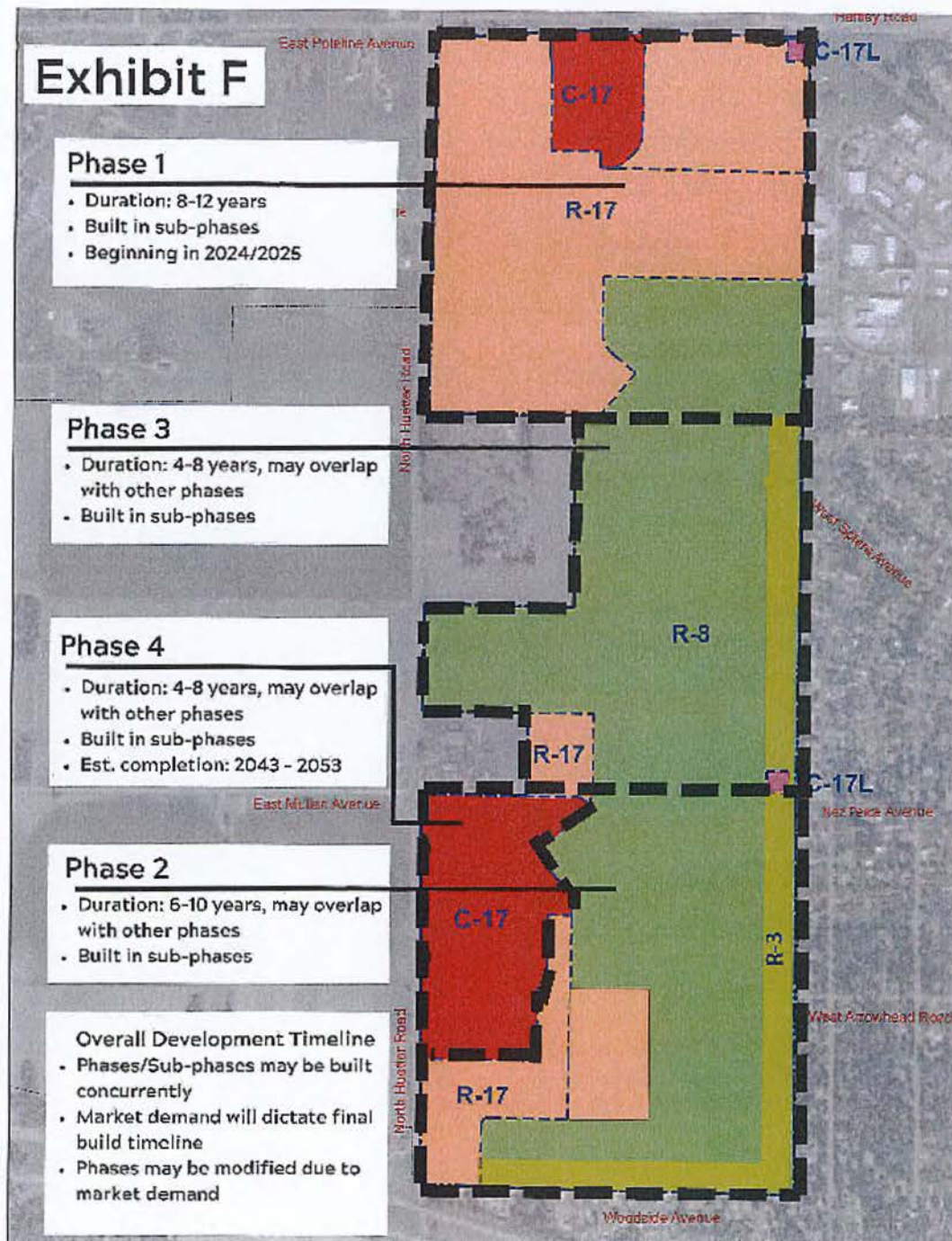


By: Dr. Shon Hocker
Its: Superintendent


By: _____
Its: Manager

MOU: Coeur d'Alene School District #271 and Armstrong Development Property - 3

EXHIBIT "G"
(Preliminary Phasing Plan)





AMENDMENT NO. 1
TO
ANNEXATION AND DEVELOPMENT AGREEMENT
INSTRUMENT # 2932621000

This Amendment No. 1 to the Annexation and Development Agreement dated March 21, 2023, (the "Agreement") is entered into this 15th day of April, 2025, by the City of Coeur d'Alene, 710 E. Mullan Rd., Coeur d'Alene, Idaho, hereinafter referred to as the "City," and, Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, LREV 39 LLC, Church of Jesus Christ of Latter-Day Saints, and Coeur d'Alene School District #271, hereinafter referred to as the "Owners."

WHEREAS, it is in the best interests of the City to enter into this Amendment No. 1 for the purpose of facilitating efficient development of the Owners' property.

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

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

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

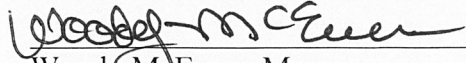
2. A new Paragraph 3.2.1.7 shall be added to and included in the Agreement by this Amendment. Said Paragraph 3.2.1.7 reads as follows:

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

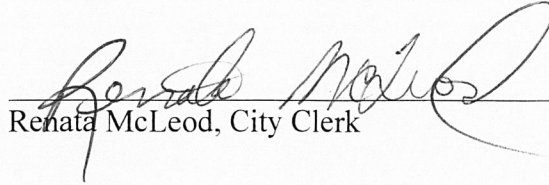
3. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect. All development within the project shall continue to meet all applicable local, state, and federal laws and regulations.

DATED this 10th day of June, 2025.

CITY OF COEUR D'ALENE


Woody McEvers, Mayor

ATTEST:


Renata McLeod, City Clerk

DEVELOPER
KOOTENAI COUNTY LAND COMPANY, LLC

By Melissa Wells
Melissa Wells, Manager

OWNERS

LREV 27 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 28 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 29 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 30 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 31 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 32 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 33 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 34 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 35 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 36 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 37 LLC

By Melissa Wells
Melissa Wells, Manager

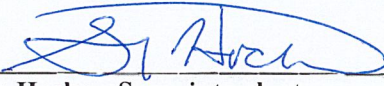
LREV 38 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 39 LLC

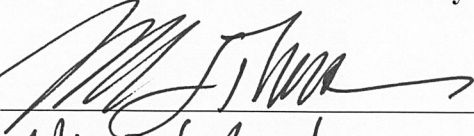
By Melissa Wells
Melissa Wells, Manager

Coeur d'Alene School District #271

By 
Shon Hocker, Superintendent

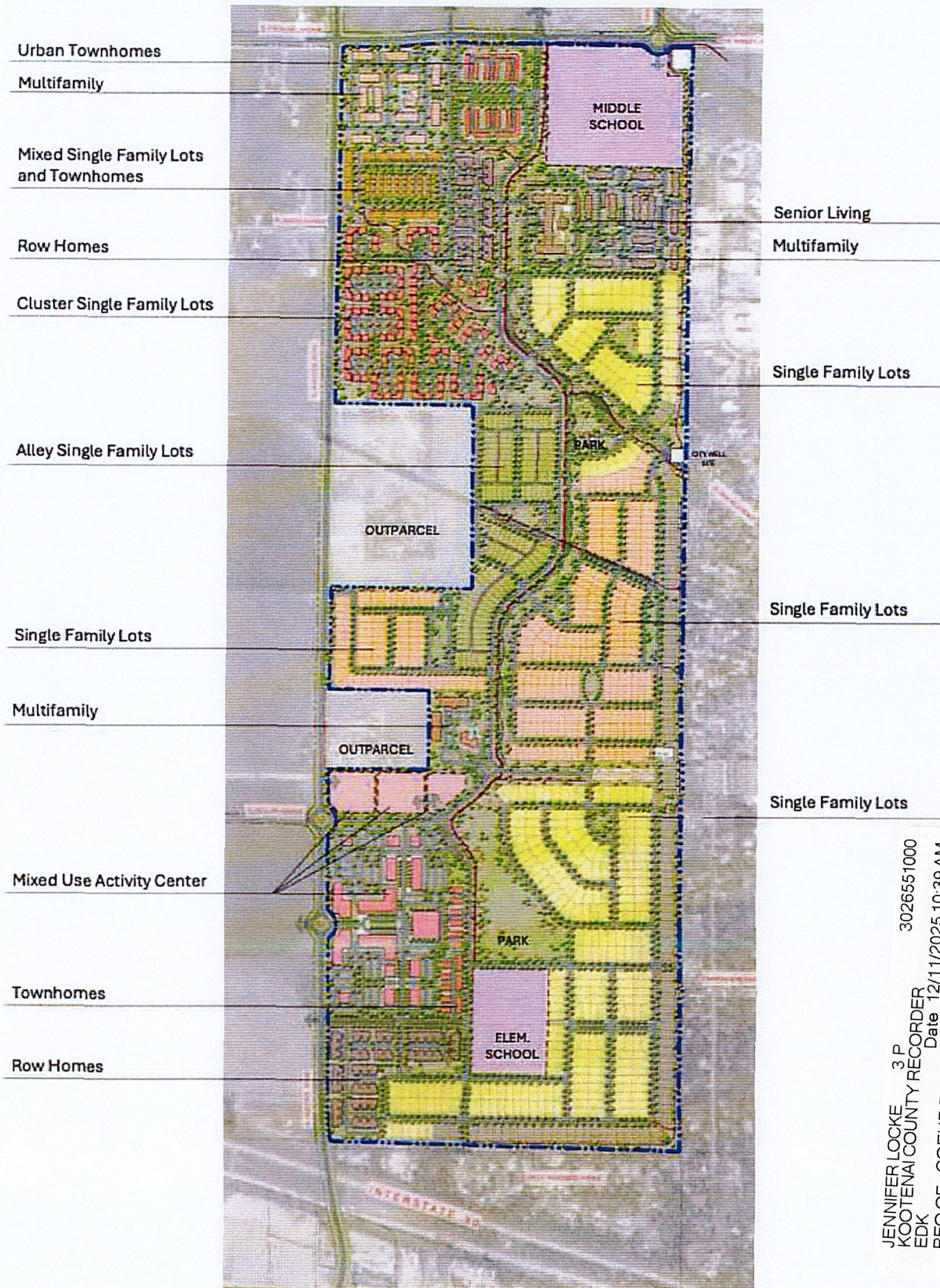
Church of Jesus Christ of Latter-Day Saints

By



Authorized Agent.

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



RESOLUTION NO. 25-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDED EXHIBIT "E" (CONCEPTUAL MASTER PLAN) TO THE ANNEXATION AND DEVELOPMENT AGREEMENT WITH KOOTENAI LAND COMPANY, *ET AL.*, REGARDING MODIFICATIONS WITHIN THE +/- 23 ACRE AREA SOUTH OF HANLEY AVENUE AND THE SD#271 SCHOOL SITE.

WHEREAS, pursuant to Resolution No. 23-012 adopted the 21st day of March, 2023, the City of Coeur d'Alene entered into an Annexation and Development Agreement with Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, and LREV 39 LLC; and

WHEREAS, pursuant to Resolution No. 25-019, adopted the 15th day of April, 2025, the City of Coeur d'Alene authorized Amendment No. 1 to the Annexation and Development Agreement with Kootenai County Land Company, et al.; and

WHEREAS, the parties desire to adopt an Amended Exhibit "E" (Conceptual Master Plan) to the Annexation and Development Agreement. The amendment changes the designation of a +/- 23 acre R-17 zoned area from "cluster triplex" to "active adult senior living & multifamily" to accommodate The Goat Apartments and Affinity at Coeur Terre, as set forth the Amended Exhibit "E" (Conceptual Master Plan), attached hereto as Exhibit "1" and incorporated herein by reference; and

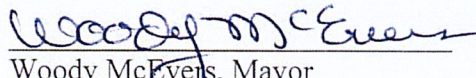
WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such Amended Exhibit "E" be approved.

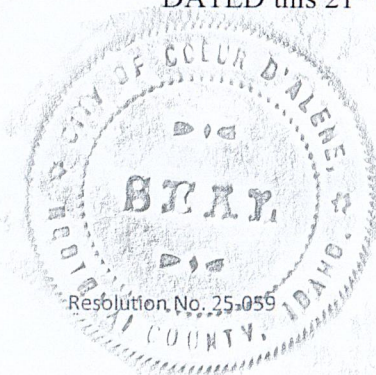
NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves Amended Exhibit "E" (Conceptual Master Plan) to the Annexation and Development Agreement with Kootenai Land Company, *et al.*, attached hereto as Exhibit "1" and by this reference incorporated herein, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said document provided that the substantive provisions of the document remain intact.

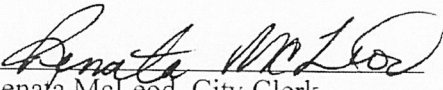
BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such documents as may be necessary to effectuate the amendment on behalf of the City.

DATED this 21st day of October, 2025.


Woody McEvers, Mayor



ATTEST:


Renata McLeod, City Clerk

Motion by Wood, Seconded by Gabriel, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted	Aye
COUNCIL MEMBER MILLER	Voted	Aye
COUNCIL MEMBER GABRIEL	Voted	Aye
COUNCIL MEMBER EVANS	Voted	Aye
COUNCIL MEMBER WOOD	Voted	Aye
COUNCIL MEMBER GOOKIN	Voted	No

Motion carried.

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

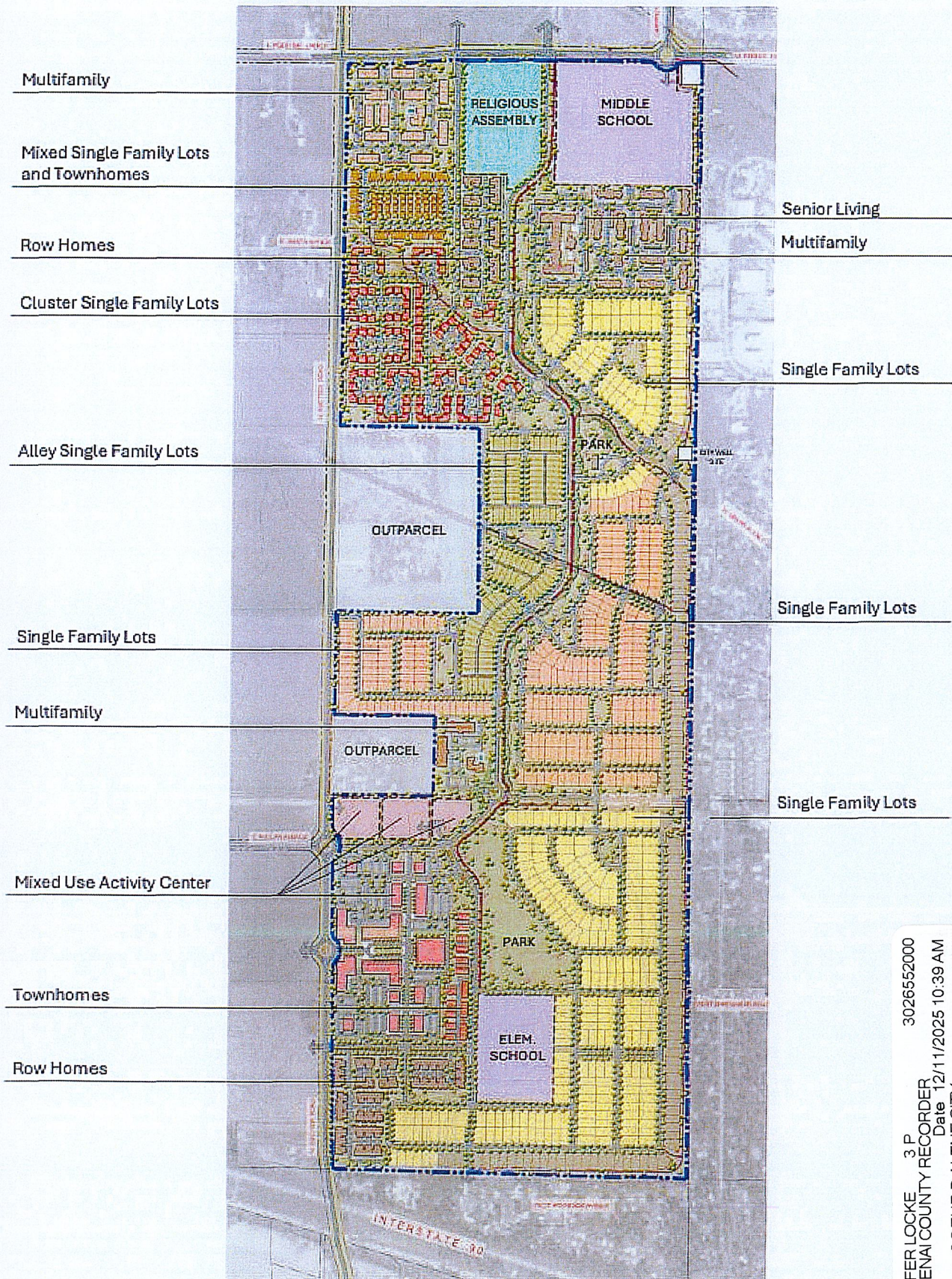
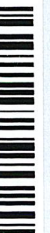


Exhibit "1"

JENNIFER LOCKE 3 P 3026552000
 KOOTENAI COUNTY RECORDER
 EDK Date 12/11/2025 10:39 AM
 REQ OF COEUR D'ALENE CITY

RECORDING FEE: \$0.00

XX



RESOLUTION NO. 25-070

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDED EXHIBIT "E" (CONCEPTUAL MASTER PLAN) TO THE ANNEXATION AND DEVELOPMENT AGREEMENT WITH KOOTENAI LAND COMPANY, *ET AL.*, CHANGING THE DESIGNATION OF A 10.91-ACRE C-17 ZONED PARCEL FROM "URBAN TOWNHOMES" TO "RELIGIOUS ASSEMBLY."

WHEREAS, pursuant to Resolution No. 23-012 adopted the 21st day of March, 2023, the City of Coeur d'Alene entered into an Annexation and Development Agreement with Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, and LREV 39 LLC; and

WHEREAS, pursuant to Resolution No. 25-019, adopted the 15th day of April, 2025, the City of Coeur d'Alene authorized Amendment No. 1 to the Annexation and Development Agreement with Kootenai County Land Company, et al.; and

WHEREAS, pursuant to Resolution No. 25-059, adopted the 21st day of October, 2025, the City of Coeur d'Alene authorized Amendment No. 2 to the Annexation and Development Agreement with Kootenai County Land Company, et al.; and

WHEREAS, the parties desire to adopt an Amended Exhibit "E" (Conceptual Master Plan) to the Annexation and Development Agreement; and

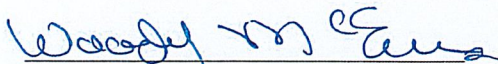
WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such Amended Exhibit "E" be approved.

NOW, THEREFORE,

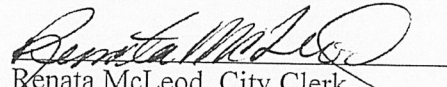
BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves Amended Exhibit "E" (Conceptual Master Plan) to the Annexation and Development Agreement with Kootenai Land Company, *et al.*, attached hereto as Exhibit "1" and by this reference incorporated herein, changing the designation of a 10.91 acre C-17 zoned parcel from "Urban Townhomes" to "Religious Assembly," with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said document provided that the substantive provisions of the document remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such document as may be necessary to effectuate the amendment on behalf of the City.

DATED this 2nd day of December, 2025.


Woody McEvers, Mayor

ATTEST:


Renata McLeod, City Clerk

Motion by Gookin, Seconded by Wood, to adopt the foregoing resolution.

ROLL CALL:

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

Councilmember Evans was absent. Motion Carried.

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PUBLIC COMMENTS

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From: [Seth Deniston](#)
To: [CLARK, TRACI](#)
Subject: Re: FW: PUBLIC NOTICE FOR CITY COUNCIL TO BE HELD ON MONDAY AUGUST 31, 2026, 5:00
Date: Friday, August 21, 2026 10:39:56 AM
Attachments: [image001.png](#)

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

Hi Traci,

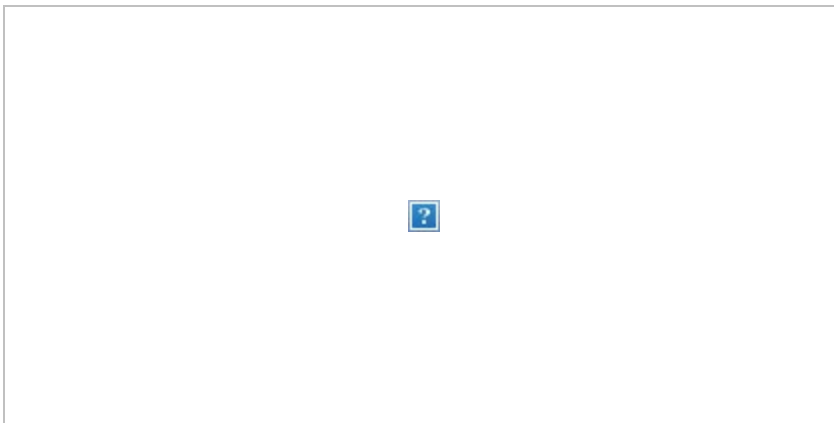
I will try to attend the meeting in person, but in case I don't, here is the school district perspective:

Dear Coeur d'Alene City Council,

Coeur d'Alene Public Schools supports this subdivision of Coeur Terre. While growth can be unpredictable and unpopular at times, managed growth can benefit the community, especially when critical infrastructure is considered during the planning process. Lakeside Development has worked closely with our school district to consider the impact on our schools. This subdivision includes a donated 10-acre parcel slated for a future elementary school when needed, saving the school district and our taxpayers money, allowing us to procure property for future schools without requesting additional funding. The school district appreciates the partnership and forward thinking demonstrated by this development.

Sincerely,

Seth Deniston
Deputy Superintendent of Operations
Coeur d'Alene Public Schools



On Wed, Aug 12, 2026 at 2:48 PM CLARK, TRACI <TCLARK@cdaid.org> wrote:

Greetings,

Attached is a copy of the public hearing notice for City Council hearing re an appeal to be held on **MONDAY AUGUST 31, 2026, 5:00.**

If you have any comments, please let me know.

Traci Clark

Administrative Assistant

Planning Department, City of Coeur d'Alene

208.769-2240

tclark@cdaid.org



CLARK, TRACI

From: Martinez, Leo <Leo.Martinez@p66.com>
Sent: Monday, August 24, 2026 1:13 PM
To: CLARK, TRACI
Cc: HOLM, SEAN
Subject: S-2-26AA

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

Hello Tracey,

Reviewing the area for S-2-26AA provided below, Phillips 66 does not have any pipelines that will be impacted and has no concerns.

Thank you,



Leo Martinez
Associate, Operations Support
Real Estate Service
Leo.Martinez@p66.com

The information in this electronic message is privileged and confidential and is intended solely for the use of the individual(s) and/or entity named above, and any unauthorized disclosure, copying, distribution or taking of any action in reliance upon on the contents of these electronically transmitted materials is strictly prohibited. If you are not the intended recipient, please notify the sender immediately and destroy this message and any copies.

From: CLARK, TRACI <TCLARK@cdaid.org>
Sent: Monday, August 24, 2026 11:55 AM
To: Martinez, Leo <Leo.Martinez@p66.com>
Cc: HOLM, SEAN <SHOLM@cdaid.org>
Subject: [EXTERNAL]RE: High pressure gas/hazardous liquids

Caution: External Email

This email originated from outside our organization. Please verify the sender's identity and exercise caution before clicking on any links or downloading attachments. Be wary of unexpected requests for sensitive information. If in doubt, click on the "Report Suspicious" button.

[Report Suspicious](#)

Leo,

Can you revise your comment regarding the pipeline is not located on S-2-26AA.

Date: August 27, 2026

To: Honorable Coeur d'Alene Mayor and City Council Members

From: Nathaniel Dyk, 4010 W Appaloosa Rd.

Subject: Coeur Terre Phase 2 Subdivision Concerns

Dear Mayor and Honorable Councilmembers,

While I respect the applicant's development rights, those rights do not include engineering the conditions for a guaranteed and indefinite failure of an existing residential road. The evidence outlined in this document undeniably proves that the Coeur Terre 2 Subdivision will directly result in the failure of Appaloosa Road in both the interim and foreseeable future. The current application facilitates this by utilizing a contractual phasing loophole to delay essential road connections, omitting state-mandated ADU impacts (SB-1354), and shifting the financial liability for safety requirements onto existing homeowners. While the developer relies on "flexible phasing" to justify this delay, Development Agreement (DA) § 4.2.3 strictly mandates "independent utility," prohibiting any phase from relying on future transportation improvements to handle its traffic. Building 506 units that overwhelm Appaloosa Road, while relying on a 'flexible' 4th Addition (Nez Perce connection) to eventually provide relief, is a direct violation of this requirement.

To prevent the imminent failure of Appaloosa Road, I ask that the Council remand Coeur Terre 2 to incorporate enforceable, concurrent infrastructure requirements. Specifically, I request that the City close the "flexible phasing" loophole and enforce its independent utility mandate by explicitly tying the W. Nez Perce Road connection to the 225th issued building permit. Furthermore, the City must mandate a redesign of the internal street geometry to enforce the neighborhood protections in DA § 4.3, and require a revised Traffic Impact Analysis that accounts for ADU density and a 2035 build-out timeline.

I respectfully request that you review the attached mathematical and legal evidence ahead of the upcoming hearing. Thank you for your time, service, and careful consideration of the appeal.

The Core Issues in Support of the Coeur Terre 2 Appeal:

1. **The "Conceptual" Phasing Loophole:** Coeur Terre 2 subdivision application establishes a "conceptual" phasing schedule that permits the developer to indefinitely delay the W. Nez Perce Road connection. The developer tied the connection to the 4th Addition 12.3 acre Park, which is not required until the 199th developed gross acre under DA § 4.7.2. Because Coeur Terre Phases 1 and 2 total only 190.52 developed acres, the developer possesses the legal right to construct all 506 residential units without triggering the requirement to develop the 4th Addition and connect Nez Perce Road. Handing the developer control over this timing is a direct breach of Development Agreement § 4.3. It guarantees infrastructure failure by forcing 100% of the subdivision's eastbound traffic onto Appaloosa Road, creating an eastern bottleneck the Development Agreement was drafted to prevent.

If the applicant genuinely intends to open the Nez Perce connection during the 4th Addition, why is there no condition tying it to issued building permits? The insistence on 'flexible phasing' throughout the record reveals a contradiction: the numerical phasing plan is being used to secure approval, while the applicant legally protects their right to ignore it.

2. **Appaloosa Rd. "Capacity Cliff":** Because the DA and Fact A19 permit the applicant to bypass the 4th Addition and delay the Nez Perce connection, all of the subdivision's eastbound traffic will be sent exclusively onto Appaloosa Road. This unmitigated congestion will shatter the local road's 3,000-trip physical limit long before relief infrastructure is required to be built. Without strict & binding conditions, the developer can indefinitely delay the second road connection due to 'market conditions and construction needs' which will guarantee the failure of Appaloosa Road.
3. **Reliance on Speculative Future Improvements:** The Coeur Terre 2 subdivision findings of fact fail to demonstrate that the necessary road infrastructure will be built and operational when the traffic arrives. The Traffic Impact Analysis (TIA) is invalid because it models traffic distribution under the assumption that the W. Nez Perce Road connection will be open immediately. By failing to model the legally permissible "No Nez Perce" scenario, as allowed by the flexible phasing plan, the TIA data is fundamentally incomplete. Furthermore, the TIA utilizes an unrealistic 2030 build-out date while improperly incorporating the unbuilt Atlas Road widening (scheduled for 2033/2034) into its baseline model. This directly violates the "independent utility" mandate of Development Agreement § 4.2.3 by relying on future improvements.
4. **Failure to Comply with Section 4.3 of the DA:** The Coeur Terre 2 street layout creates an unmitigated 2-to-1 eastern exit bias, which devolves into a bottleneck on Appaloosa if the developer utilizes the phasing loophole to bypass the 4th Addition. This actively induces neighborhood through-traffic which would defy the mandate of Section 4.3 to funnel traffic west toward Hanley and Huetter. City staff attempt to justify this non-compliance through a methodological double-standard: relying on the layout of future commercial (C-17) zones to claim the street design limits cut-through traffic, while also excluding the impact of the zone's 11,000+ trips on neighborhood streets.
5. **Ignored ADU Development Impacts:** The Coeur Terre 2 TIA omitted at least 435 by-right Accessory Dwelling Units (ADUs) which have been deregulated under State Law (SB-1354). The TIA improperly calculated ADU traffic as zero. If ADUs count against the project's 2,800-unit sewer cap, they must also be counted as traffic-generating units. SB-1354 specifically does not allow a homeowner's association to "add, amend, or enforce any covenant, condition, or restriction in such a way that limits or prohibits accessory dwelling units."
6. **Inadequate Findings Regarding Public Safety:** The Planning and Zoning Commission acknowledged existing safety hazards but authorized traffic on Appaloosa Rd. that the City Engineer admitted is structurally difficult to expand. By failing to require funded mitigations upfront, an approval paves the way for a future council to weaponize the sidewalk ordinance (CMC § 12.28.210) to force Indian Meadows residents to personally pay for sidewalk installations to solve the safety issue created by Coeur Terre.

1. The "Flexible Phasing" Loophole

The 199-Acre Loophole: The Coeur Terre 2 Phasing Plan illustrates that the W. Nez Perce Road connection will be constructed alongside a 12.3-acre Community Park in the "4th Addition." However, Development Agreement § 4.7.2 explicitly states:

*"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 stub outs 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."*

The gross developed land at the completion of Coeur Terre 2 fails to reach this legal trigger:

- Mormon Temple Property: 10.91 Acres
- Coeur Terre 1 (minus well site): 63.26 Acres
- Coeur Terre 2 (minus school site): 116.35 Acres (*Note: 202 acres is the subject property size, not the size of development*)
- **Total Developed at end of CT2: 190.52 Acres**

Because the total acreage only reaches 190.52, the developer is under no contractual obligation to construct the 12.3 acre Community Park or the associated Nez Perce Road connection, **which could be postponed indefinitely until it is required for a future Planned Unit Development.**

The "Conceptual" Phasing Loophole: The developer's narrative confirms that phasing is not sequential, stating that *"Phasing may be adjusted to meet market conditions, construction needs, and the like."* City staff reinforced this in the July 14, 2026 Staff Report, noting:

*"Phasing Flexibility: The phasing order shown on the preliminary plat is conceptual. The Development Agreement (Section 6.1) provides for phased development over a 20- to 30-year buildout period and contemplates that specific phasing order may be adjusted based on market conditions and infrastructure readiness. **Any phasing adjustments remain subject to the development triggers established in the Development Agreement**, including: the Appaloosa trunk main extension, **the community park dedication**, the school site dedication, **the Nez Perce Road connection**, and the affordable housing requirement."*

Additionally, Finding of Fact A19 Notes:

*"A19. Phasing: The Coeur Terre 2 subdivision is proposed in seven phases: Addition (87 units), 1st Addition (90), 2nd Addition (47), 3rd Addition (69), 4th Addition (park lot), 5th Addition (school lot), and 6th Addition (27 lots / 213 units), **with phasing flexibility allowed per the Development Agreement.**"*

While Staff Condition of Approval #29 states:

*"The 12.3-acre public park and the supporting parking lot shall be designed in a joint effort between the developer and the Parks Department at the time of development per the **Development Agreement (199th acre) or by phasing, whichever comes first.**"*

However, the "by phasing" requirement appears to be an illusion. Because the phasing order is entirely flexible, the developer can reorder the additions, pushing the 4th Addition to the end of the project or tie it with a future Planned Unit Development. This means the "phasing" trigger never arrives, leaving the unmet 199-acre threshold as the only governing metric.

The developer's own concurrency narrative explicitly acknowledges this advantage:

"CT2 is proposed as a standard subdivision that does not have a minimum open space requirement, therefore the entire 12.3 acre neighborhood park can be applied to the open space requirement of future PUDs."

Ultimately, the Development Agreement, the Coeur Terre 2 application, and the staff report all point to one undeniable conclusion: the park and the Nez Perce connection will be delayed until they are needed to satisfy a future PUD's open space requirements leaving Appaloosa as the sole eastern thoroughfare indefinitely.

Realistic Coeur Terre 2 Development Sequencing: When evaluating the preliminary plat map, the spatial layout of the project proves that delaying the W. Nez Perce Road connection is not just a legal possibility, it is the most logical, cost-effective construction sequence for the developer.

1. Construction will logically begin at the southern boundary, where existing infrastructure is most accessible. The initial "Addition" and the "6th Addition" will establish the primary east-west corridor along Halide and Feldspar Avenues. This immediately connects the development to Appaloosa Road to the east and Huetter Road to the west, providing the minimum ingress/egress needed to build and sell the first few hundred homes.
2. From this southern foundation, development will sequentially push north through the 1st, 2nd, and 3rd Additions. Loess Street will be extended northward from Halide Avenue to capture the remaining high-density R-17 zoning in the 6th Addition.
3. Because the 4th Addition (the Community Park) and the W. Nez Perce Road connection sit at the far, northwestern boundary of the plat, they are geographically positioned to be the final pieces of infrastructure built.

Because the developer is not legally required to build the park until the 199th acre, and because the geographical site plan naturally pushes the northern boundary to the very end of the construction timeline, it is highly probable that the W. Nez Perce connection will be delayed until the absolute end of Phase 2. **This guarantees that Appaloosa Road will act as the sole eastern thoroughfare for years and be forced to absorb thousands of vehicle trips it physically cannot handle.**

A Direct Breach of Development Agreement § 4.3: Handing the developer control over the timing of the Nez Perce connection is not just a planning oversight; it is a direct breach of Development Agreement Section 4.3. This section explicitly mandates that the developer implement designs that "*discourage*" eastern through-traffic in order to protect existing neighborhoods. By approving a "conceptual" phasing plan that legally permits the developer to indefinitely delay the northern relief road, the City is consenting to a construction sequence that forces 100% of the project's eastbound traffic exclusively onto Appaloosa Road. The City cannot cede control of infrastructure timing to the developer when doing so guarantees the failure of Appaloosa Rd. and destroys the neighborhood protections Section 4.3 was drafted to guarantee.

2. Appaloosa Rd. "Capacity Cliff":

Appaloosa Rd. Failure at the 3rd Addition: Based on CivTech's Coeur Terre 2 Trip Generation table, Appaloosa Rd. will fail upon the completion of the 3rd Addition. At the 7/14/26 Planning and Zoning Commission hearing, the traffic engineer classified Appaloosa Rd. as a local/residential road and established a hard physical capacity limit of **3,000 Average Daily Trips (ADT)**. As the developer has noted, phased developments carry a high probability of stalling due to shifting market conditions. If development stalls at the 3rd Addition, the project will have completed 293 single-family homes and their associated by-right Accessory Dwelling Units (ADUs under SB-1354).



COEUR TERRE
COEUR D'ALENE, IDAHO

Transportation

Required street connections to east

- Nez Perce Road
- Appaloosa Road

Nez Perce Road – Minor Arterial

- Minor Arterial capacity = 18,000 ADT
- Collector reclassification=15,000 ADT
- Existing volume=1,400 ADT
- Modeled volume = less than 5,000 ADT with Coeur Terre 2

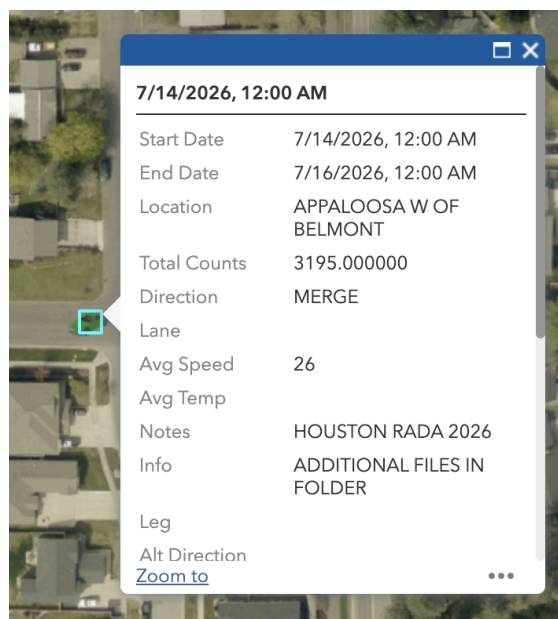
Appaloosa Road – Local/Residential

- Local Residential Capacity = 3,000 ADT
- Existing volume=1,200 ADT
- Modeled volume = less than 1,800 ADT with Coeur Terre 2

Traffic calming is required by development agreement

Construction traffic on Appaloosa

- Residential access only-No Thru Construction Traffic



7/14/2026, 12:00 AM

Start Date	7/14/2026, 12:00 AM
End Date	7/16/2026, 12:00 AM
Location	APPALOOSA W OF BELMONT
Total Counts	3195.000000
Direction	MERGE
Lane	
Avg Speed	26
Avg Temp	
Notes	HOUSTON RADA 2026
Info	ADDITIONAL FILES IN FOLDER
Leg	
Alt Direction	
Zoom to	

The top-left graphic from CivTech's presentation establishes Appaloosa Road's maximum capacity at 3,000 Average Daily Trips (ADT). The top-right graphic from CDA Webmap records 3,195 total trips between July 14 and July 16, 2026, establishing a current baseline of 1,598 ADT.

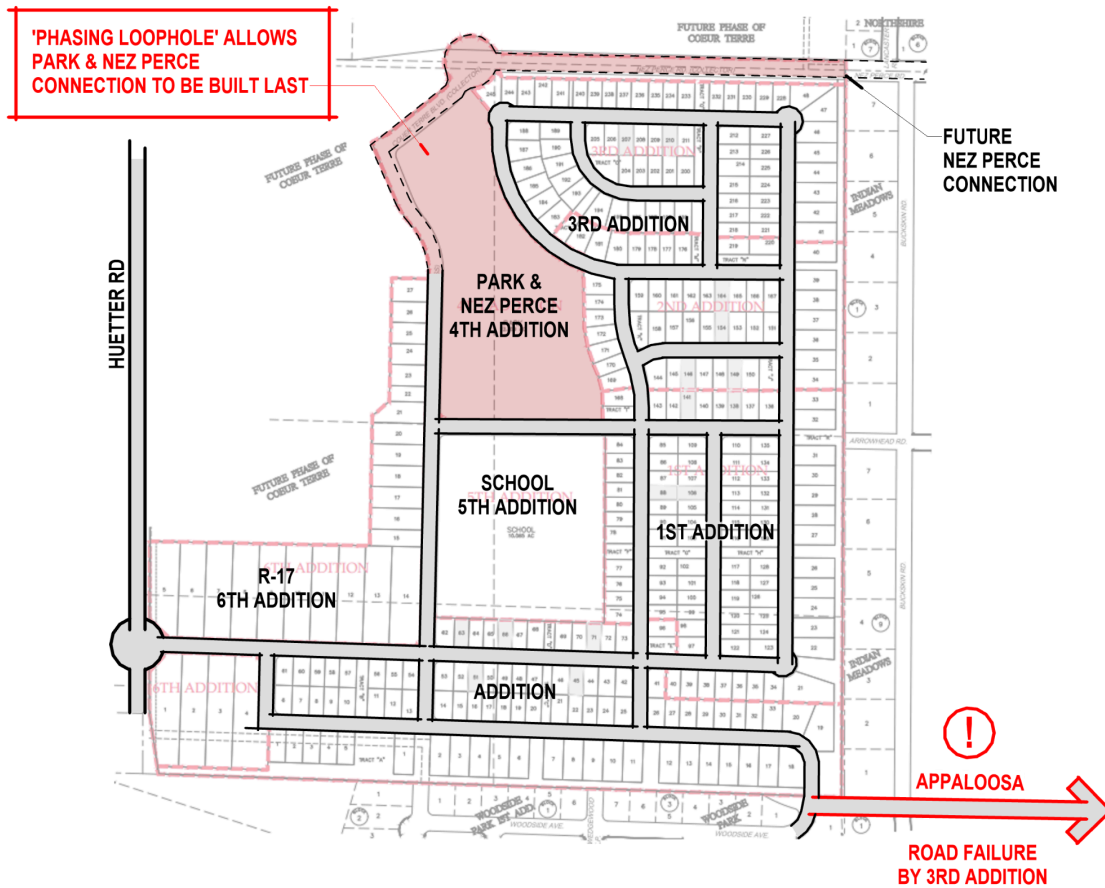
At the July 14, 2026 Planning Commission hearing, city engineering staff did not challenge the road capacity values presented by CivTech, firmly establishing them as the undisputed limits. Because this is the only formal capacity data submitted into the administrative record, the City cannot legally base an approval on post-hoc, verbal claims that Appaloosa Road can suddenly accommodate more traffic. Any attempt to verbally inflate Appaloosa Road's capacity to justify this plat, without a revised, peer-reviewed engineering study, violates due process and renders the approval unsupported by substantial evidence.

If the developer completes the 3rd Addition (293 units) without connecting Nez Perce Road, Appaloosa Road will be pushed past its breaking point:

- **Appaloosa Capacity:** 3,000 Average Daily Trips (ADT) *(per CivTech 7/14/26 presentation)*
- **Existing Traffic:** 1,598 ADT *(CDA Webmap Traffic Counts, dated 7/14/26-7/16/26)*
- **Coeur Terre 2 up to 3rd Addition Traffic:** 1,360 ADT *(293 ITE210 Units @ 50%)*
- **Total Appaloosa Trips:** 2,958 ADT
- **Remaining Margin of Error: 42 ADT** *(Not Including ADUs or 2.3% regional growth)*

This 42-trip margin of error is completely erased when accounting for State-mandated Accessory Dwelling Units (ADUs), regional growth, and cut-through trips. State law (SB-1354) deregulated ADUs state-wide; however, the Traffic Impact Analysis (TIA) improperly assumed there would be zero by-right ADUs built within Coeur Terre 2. Generating traffic for even a small percentage of by-right ADUs across the 293 homes built by the 3rd Addition guarantees Appaloosa Road will exceed its 100% physical capacity, resulting in failure of the existing residential infrastructure.

Coeur Terre 2 Road Connection Phasing Diagram: Appaloosa Rd. Faces Certain Failure



This interim failure at the 3rd Addition is exactly why the 199-acre phasing loophole is so dangerous. If Appaloosa Road fails at 293 homes, allowing the developer to utilize 'conceptual phasing' to build all 506 homes without opening Nez Perce Road transforms a potential risk into a long term failure of the existing neighborhood road system.

Indefinite Appaloosa Rd. Infrastructure Failure

Because the 199-acre loophole (§ 4.7.2) and conceptual phasing rules allow the developer to complete a full build-out of Coeur Terre 2 and bypass the 4th Addition, 100% of the subdivision's eastern-bound traffic can be indefinitely routed onto Appaloosa Road, resulting in complete failure of the existing neighborhood corridor. The current TIA is invalid because it assumes the Nez Perce connection absorbs this traffic and fails to model the actual "No Nez Perce" phasing scenario permitted by the Coeur Terre 2 application.

Based on CivTech's 7/14/26 'Transportation' side, Appaloosa would be completely overwhelmed as the only eastern connection:

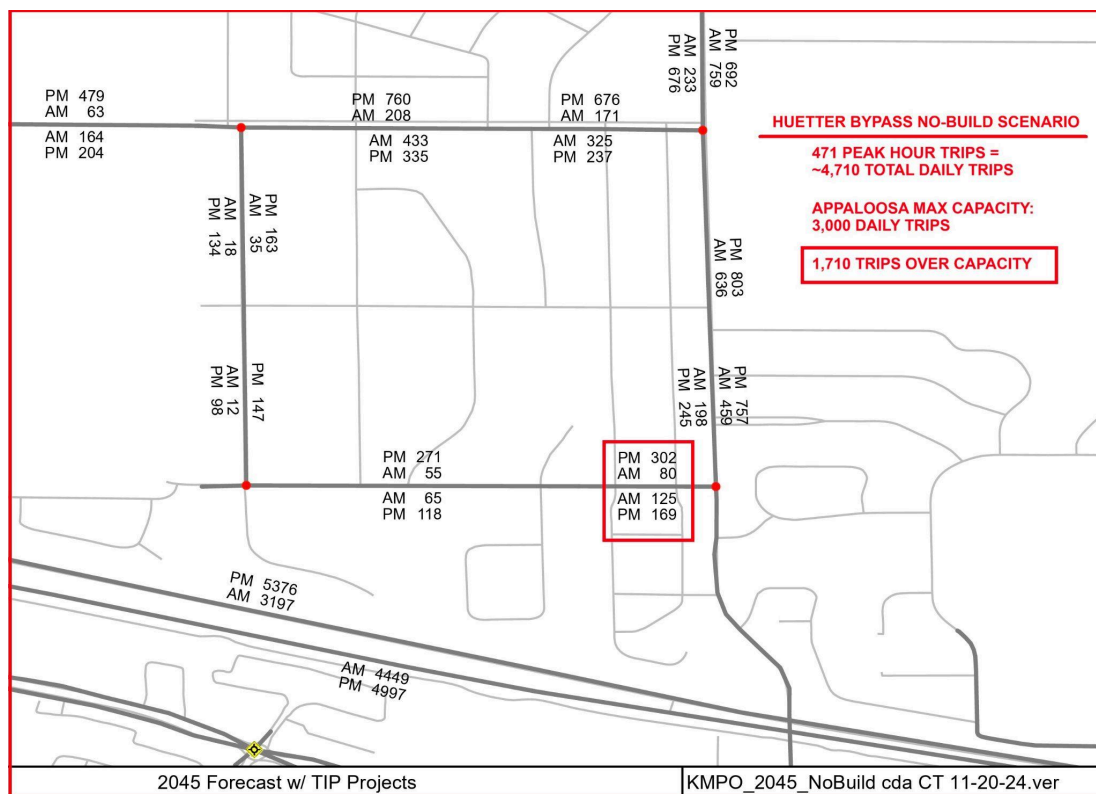
- **Appaloosa Capacity:** 3,000 ADT (per CivTech 7/14/26 presentation)
- **Existing Traffic:** 1,598 ADT (CDA Webmap Traffic Counts, dated 7/14/26-7/16/26)
- **Total Coeur Terre 2 Eastbound Trips:** 4,200 ADT (per CivTech 7/14/26 presentation)
- **Total Appaloosa Trips:** 5,798 ADT
- **Over Capacity by 2,798 Trips or 93%**

The Development Agreement mandates that Nez Perce Road be connected, but it failed to establish a specific timeline or trigger for when that must happen. The developer has exploited this omission by tying Nez Perce to a Community Park that they are not contractually required to build during this phase, and placing both into a 'conceptual' Addition 4 that can be delayed under DA Section 6.1. **As a result, the council must adopt a condition of approval decoupling the Nez Perce connection from the 12.3 acre park and explicitly tie its completion to the issuance of the 225th building permit in order to prevent the immediate failure of Appaloosa.**

The applicant may argue that the infrastructure needs will be reviewed by periodic traffic studies (required every two years). This is a legal illusion. First, future TIAs will likely perpetuate the current methodological flaw, falsely assuming the Nez Perce connection is open. More importantly, even if a future study confirms Appaloosa Road will fail, the City will have no legal mechanism to compel the developer to install the Nez Perce connection as relief. A diagnostic traffic study cannot legally override DA § 4.7.2, which shields the developer from dedicating the 12.3 acre park until the 199th acre. Without a condition of approval tying the road to issued building permits, a future TIA will merely document the failure of our neighborhood street while the City would be powerless to stop it.

Long-Term Corridor Failure (KMPO 2045 Projections): Not only will Appaloosa Road fail in the interim scenario, but official Kootenai Metropolitan Planning Organization (KMPO) 2045 traffic modeling projections establish that the corridor will fail permanently under full build-out conditions. The KMPO models project that Appaloosa Road will receive **4,700 trips per day** in the Huetter Bypass no-build scenario, and 3,820 trips per day even if the Huetter Bypass is constructed. These long-term regional projections shatter Appaloosa Road's physical capacity of 3,000 trips per day, ensuring its failure even after the Nez Perce connection opens. **The question is not if Appaloosa will fail, but how soon will it fail? What funding and design options will the city have when it does?**

KMPO 2045 Regional Traffic Modeling: Huetter Bypass No-Build Scenario



The Coeur Terre 2 subdivision application and evidence on the record do not demonstrate that necessary transportation infrastructure will be built and operational when the traffic arrives. The Traffic Impact Analysis (TIA) is invalid because it models traffic distribution under the assumption that the W. Nez Perce Road connection will be open. By failing to model the legally permissible "No Nez Perce" scenario allowed by the flexible phasing plan, **the TIA produces data that understates the immediate threat to Appaloosa Road.**

Furthermore, the TIA utilizes an unrealistic 2030 build-out date while including the unbuilt Atlas Road widening into its baseline. The Council cannot base concurrency or safety mitigations on the 'hope' of future funding. This is especially concerning given that the City of Coeur d'Alene is presently confronting a projected \$3.1 million budget deficit for FY2027. The council cannot approve a massive development based on aspirations that future, federally funded transportation projects will resolve the current infrastructure deficiencies of Atlas Rd.

Unrealistic Timelines and "Phantom Capacity": The TIA assumes that Coeur Terre 2, encompassing over 500 residential units, will be completely built out by 2030 which is a near-impossible construction velocity. Crucially, this 2030 build-out date falls years before the Atlas Road widening can actually be constructed (estimated by the City Engineer for 2033/2034).

Furthermore, using an artificially early build-out date manipulates the regional growth factor. Regional traffic growth functions exactly like compound interest in a bank account: the longer the timeline, the more the background traffic compounds. By compressing the build-out timeline to 2030, the TIA intentionally cuts off years of compounded regional traffic, artificially lowering baseline volumes to manufacture acceptable intersection performance grades.

Direct Breach of Development Agreement § 4.2.3: The TIA's reliance on unbuilt, future regional road projects to absorb Phase 2's traffic load directly violates the "independent utility" mandate of Development Agreement Section 4.2.3, which prohibits any phase from relying on any subsequent transportation improvements.

Because the TIA relies on both the unbuilt Atlas widening and an indefinite Nez Perce connection, it violates the DA. These future improvements must be removed from the study, and the models must be re-run to reflect the legally permissible "No Nez Perce" scenario and more realistic construction realities (2035/2040).

4. Failure to Comply with Section 4.3 of the DA:

Development Agreement § 4.3 mandates an internal street design that actively discourages eastern through-traffic, requiring the developer to *"ensure designs that encourage traffic originating in Coeur Terre to exit onto W. Hanley Ave. and N. Huetter Rd. instead of to the east."*

During the original annexation hearings, the City Council made it clear that protecting existing neighborhoods from cut-through traffic was a foundational requirement for approval (Finding #B11). Council members required westward flow on the public record, with directives ranging from *"no access through neighborhoods to the east"* to prioritizing Hanley and Huetter.

The approved Phase 2 plat defies this foundational legislative intent through multiple structural contradictions:

- **The Phasing Loophole & The Total Eastern Bottleneck:** The approved street layout's baseline geometry creates an unmitigated 2-to-1 eastern exit bias. However, if the developer utilizes the "conceptual phasing" loophole to bypass the 4th Addition, this bias devolves into a total eastern bottleneck. This scenario legally forces 100% of the subdivision's eastbound traffic exclusively onto Appaloosa Road.

- **TIA Admission of Failure:** Even without utilizing the loophole, the TIA projects that 50% of Phase 2 traffic will funnel through Indian Meadows. This is a definitive mathematical admission that the physical design actively induces the very neighborhood cut-through traffic it is legally mandated to discourage.

City staff attempts to justify this non-compliance through a double-standard regarding the future C-17 commercial zone. They rely on the connections to the future C-17 zone (which are not depicted) to claim the street design successfully limits cut-through traffic and satisfies DA § 4.3. Yet, they simultaneously argue those exact same C-17 zones are "out of scope" in order to exclude their 11,000+ daily trips from the traffic models.

Furthermore, the project's own Conceptual Master Plan designates Coeur Terre Blvd. as the central collector "spine" for the entire development, a spine that funnels directly into Nez Perce. The City cannot cherry-pick its reliance on the master design: it cannot exclude future phases to deflate traffic counts while simultaneously relying on potential future connection points to manufacture compliance.

5. Ignored ADU Development Impacts:

Under state law (SB-1354 / Idaho Code § 67-6541), municipalities have been stripped of their traditional authority to restrict Accessory Dwelling Unit (ADU) development through local design barriers such as off-street parking mandates, height restrictions, size caps, and stepback rules. Instead, SB-1354 has transformed ADUs into a protected property development right. These secondary units are feasible directly within the footprint of a single-family residence, such as a basement conversion or an addition above a garage, particularly in the denser R-8 and R-17 zones, rather than relying solely on detached structures.

Despite this statewide framework, the Commission's approval fundamentally ignored foreseeable ADU density, relying on inaccurate testimony and a severe internal contradiction regarding the project's actual density potential:

- **The Traffic Contradiction:** Staff confirmed during the hearing that ADUs are a permitted use in R-8 and R-17 zones and, crucially, that these units count against the project's overall unit cap. Despite this confirmation, the Traffic Impact Analysis (TIA) and concurrency analysis calculate the traffic impact of these units as zero. The City cannot admit that ADUs are a foreseeable part of the project (by counting them against the unit cap) while officially excluding their traffic impacts from the concurrency analysis.
- **The 2,800-Unit Cap Legal Paradox:** By confirming that by-right ADUs count toward the Development Agreement's hard 2,800-unit limit, the City has engineered a legally precarious scenario. As the developer builds out the primary residences and homeowners construct these highly feasible ADUs, the 2,800-unit cap will inevitably be exhausted. The City cannot rely on a future Homeowner's Association to suppress this density, because SB-1354 (Idaho Code § 55-3212) explicitly forbids HOAs from enforcing covenants that ban ADUs. Once the 2,800-unit limit is reached, the City will be legally trapped: it must either violate the signed Development Agreement by authorizing units beyond the cap, or it must violate State Law (SB-1354) by denying future homeowners their statutory, state-mandated right to build an ADU on their own property.

6. Inadequate Findings Regarding Public Safety:

Some of the most compelling evidence in this appeal is drawn directly from the statements made on the record by City staff, project representatives, and official proceedings:

Existing Roads Are Already Unsafe: The administrative record of the 7/14/26 Planning and Zoning Commission meeting establishes that Appaloosa and Nez Perce roads *"are already unsafe in certain places today"* and will experience significantly more traffic. This confirms that local safety hazards are immediate and documented, not speculative.

Zero Improvement Plans for Appaloosa or Nez Perce: When directly questioned whether plans and funding were in place for safety and infrastructure improvements along Appaloosa and Nez Perce, City Engineer Chris Bosley stated at 7/14/26 P&Z Meeting:

*"There have not been any plans set yet for either of those roads [Nez Perce and Appaloosa], other than the fact that when the developer has to upgrade the sewer on Appaloosa, when that time comes, that'll be an opportunity where we could look at further improvements there. Whether it's widening the pavement or whatever to give people more room. **Appaloosa is a tough one because there isn't much shoulder. It drops off into peoples yards. It's pretty steep in some areas.** Nez Perce has a lot more right of way and the ability to do that, even in the median, but it definitely needs to be looked at in the future."*

Approving additional traffic without an established mitigation plan for these rural, residential roads violates municipal adequacy standards.

Periodic Concurrency Studies Offer No Real Protection: The developer's engineer noted that concurrency analyses will be conducted every two years. However, periodic studies are merely diagnostic tools; without binding performance thresholds and consequences (such as building permit caps or connection pauses), a study will only document worsening conditions rather than prevent them.

Appaloosa Road (The Interim & Future Threat):

As shown in the attached photographs at the end of this document, Appaloosa Road is heavily utilized by vulnerable populations, including walkers, bicyclists, and neighborhood children. Because the road lacks adequate shoulders or separated pedestrian pathways, these residents are forced to share the immediate roadway edge.

This hazard is severely amplified during the winter months. When snow accumulates and plows create snow berms along the shoulders, the effective width of Appaloosa Road is reduced by 4 to 6 feet. While the physical street width shrinks, the volume of traffic does not. This forces vehicles and vulnerable pedestrians into an even tighter, shared space under extremely hazardous conditions, compounded by slick ice, snow, and narrow roadways.

The included photos and Strava heat map data demonstrate that Appaloosa already functions as a critical pedestrian corridor for children, families, cyclists, and elderly residents. Far from being a "future" bike/ped connection, it is one of the most heavily used informal walking and biking routes in the neighborhood today, and the current infrastructure is wholly inadequate to protect its users year-round.

As established on the record, physical expansion of this roadway is incredibly difficult due to steep drop-offs and proximity to private yards. Funneling thousands of vehicle trips onto the local road without first installing dedicated pedestrian infrastructure creates an imminent, life-safety hazard for children, cyclists, and the elderly.

Nez Perce Road (Maintain Pedestrian & Park Access):

The record shows that **Nez Perce Road** is already straining under its current use, with vehicles frequently forced to park in the 28-foot landscaped median during normal weather, creating dangerous visual obstructions. These hazards severely compound during winter when snow renders the median unusable for parking and plows push massive berms against the curbs, drastically shrinking the already limited 16-foot width of each travel lane. Despite this loss of navigable street width, traffic volumes remain constant, forcing vehicles, pedestrians, and cyclists to share a tightly constricted and icy bottleneck. Additionally, snow piled along the median replaces the parked cars as a massive visual blind spot, making intersection crossings and routine navigation exceptionally dangerous all winter long.

More critically, the record also illustrates an absence of safe pedestrian accommodations for the high volume of families and seniors accessing nearby amenities, including CDA Park and the new, highly popular Faith Walk Park. Injecting nearly 5,000 additional daily vehicle trips into a corridor where pedestrians must already navigate between median-parked cars and non-existent sidewalks is an abdication of the City's regulatory duty to protect its residents. Approving this massive traffic increase while only asking the developer to make a "reasonable effort" to coordinate future calming measures ensures that these existing hazards will escalate into inevitable tragedies.

The Threat of Shifting Financial Burdens to Existing Homeowners (CMC § 12.28.210):

As the city engineer testified on the record, physical expansion of Appaloosa Road is severely restricted and prohibitively expensive. When Appaloosa inevitably exceeds its 3,000-trip daily capacity, the City will be highly reluctant, and likely financially unable, given the recent budget deficits, to fund the massive retaining walls, right-of-way acquisitions, and engineering necessary to fix a local neighborhood road.

This creates a concerning, yet highly probable, scenario: the City shifting the financial liability of these developer-induced safety requirements directly onto Indian Meadows homeowners through the utilization of the sidewalk code (CMC § 12.28.210).

Under this ordinance, the City requires homeowners to install sidewalks when pulling a building permit for property improvements exceeding \$30,000. While the ordinance contains exemptions, the physical realities of Appaloosa Road render them void:

- **The "Elevation" Trap (CMC § 12.28.210.C.2):** While the code allows an exemption for elevation changes greater than four feet, it strictly requires that *"a safe alternative pedestrian pathway is available."* Because Appaloosa lacks any safe alternative path, homeowners cannot claim this exemption. Consequently, the steep drop-offs do not exempt the homeowner from building the sidewalk; they merely guarantee that the mandated sidewalk will be astronomically expensive to construct, forcing individual residents to pay for retaining walls and structural fill to fix the safety issues generated by Coeur Terre.
- **The Local Improvement District Loophole (CMC § 12.28.210.C.3.d):** While a current exception exempts properties more than 450 feet from an existing sidewalk, the ordinance explicitly voids this protection *"in the event a local improvement district is created."* The City can easily utilize this mechanism to designate Appaloosa and Nez Perce as priority pedestrian corridors, instantly stripping residents of their exemption and forcing them to directly fund the mitigations.

The threat that existing homeowners could be forced to pay for these road improvements in the future, either directly via ordinance loopholes or indirectly via increased local taxes, is highly inequitable. Approving Phase 2 without requiring the applicant to fund and construct these pedestrian safety mitigations upfront paves the way for the City to eventually force existing, long-term residents to personally pay to solve public safety and infrastructure issues they did not create.

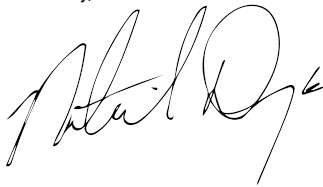
Requested Relief:

We respectfully request that the City Council remand the preliminary plat approval to incorporate enforceable transportation and safety conditions, requiring:

1. **Nez Perce Connection:** The W. Nez Perce Road connection must be fully constructed, paved, and operational for public use prior to the issuance of the 225th Coeur Terre 2 residential building permit.
2. **Redesign for Neighborhood Protection:** Require revisions to the internal street network to eliminate the eastern-exit bias and ensure compliance with Development Agreement § 4.3. Specifically, the plat must be redesigned to sever the direct through-connection from Nez Perce Road to Coeur Terre Blvd., and to disconnect Halide and Feldspar Avenues from feeding directly into Huetter Road.
3. **Updated Traffic Information:** Require an updated Traffic Impact Analysis that incorporates a realistic build-out timeline, the legally permitted phasing sequence, by-right ADU density, and regional cut-through diversion. Furthermore, please require that a revised KMPO 2045 regional model be submitted which demonstrates that the latest Coeur Terre street network will not trigger the permanent failure of Appaloosa and Nez Perce Roads.
4. **Protection from Financial Liability:** Require the City to secure funding and plans for safety improvements *prior* to opening residential connections, shielding existing homeowners from out-of-pocket sidewalk installation costs.

I respectfully ask that the City does not concede its authority to enforce strict concurrency and independent utility throughout the development of Coeur Terre 2. I appreciate the Mayor and Council's dedication to ensuring that the Coeur Terre development complies with the law and the binding Development Agreement intended to protect the citizens of Coeur d'Alene.

Sincerely,



Nathaniel Dyk

4010 W Appaloosa Rd.

Coeur d'Alene, ID

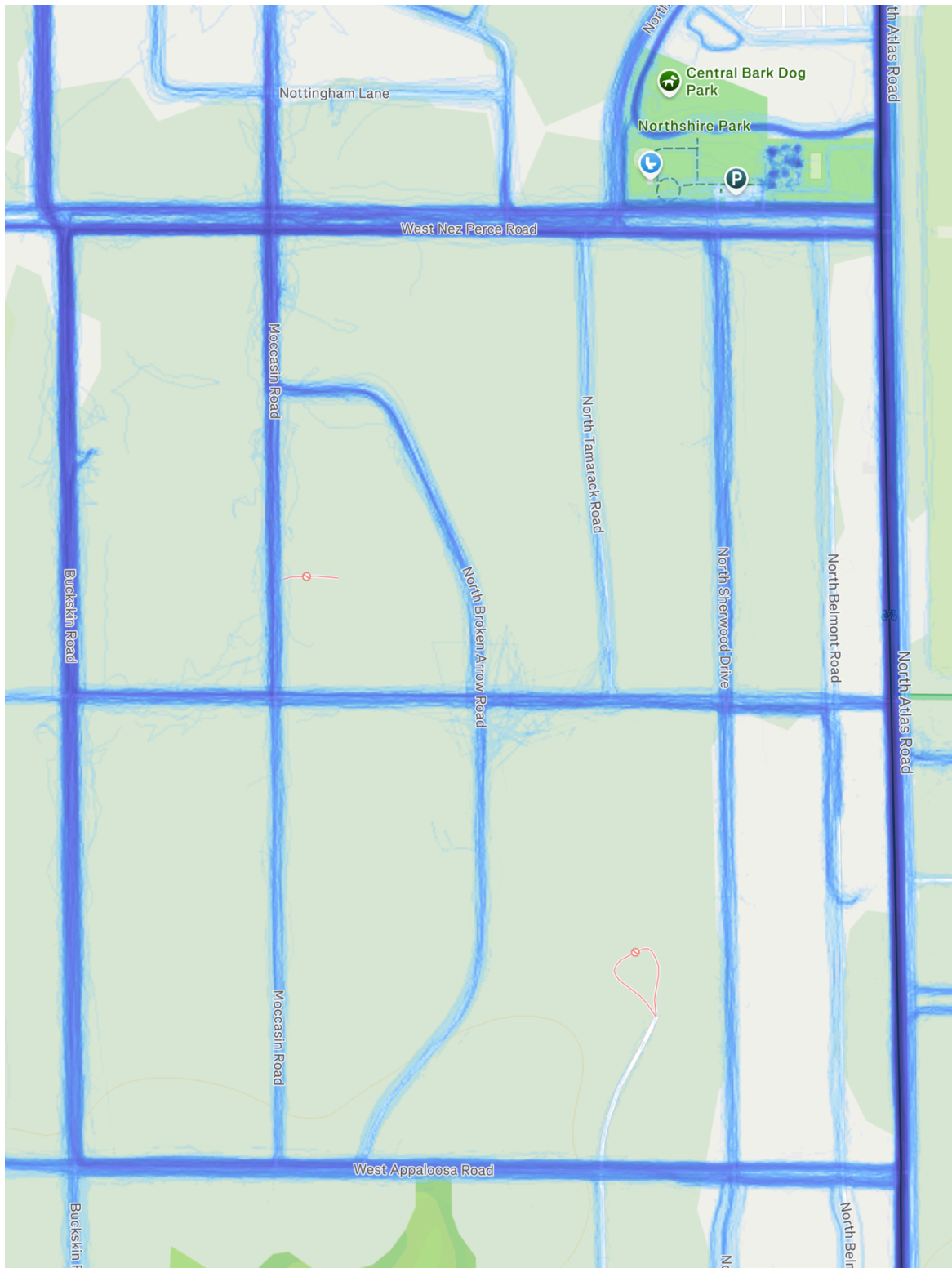
Appaloosa Rd.: Pedestrian Access Photos







Strava Walking and Biking Heatmap Data: A darker & wider blue line indicates a higher pedestrian route usage.



P&Z 7/14/2026 Meeting Notes

Intro: My neighbor and I collaborated on this statement and I will be presenting.

My name is Pam Holcomb. My family has lived on Nez Perce Road for 34 years. What I would like to focus on tonight is the impact that Coeur Terre traffic will have on our neighborhood, review some discussions from the last Planning and Zoning Meeting on December 9th, 2025, and discuss solutions for East-West traffic from Atlas to Coeur Terre.

I request that Phase 2 of Coeur Terre be denied tonight and brought up to City Counsel.

I request that Phase 2 of Coeur Terre be denied until using Industrial Loop as an arterial is approved.

I request that Phase 2 of Coeur Terre be denied until there is a plan for pedestrian safety for our roads.

I also request that Phase 2 of Coeur Terre be denied until the developers are financially responsible for the road improvements needed for Nez Perce and Appaloosa Roads. They are both aging and deteriorating roads but can handle our current traffic. They cannot handle the increased CT traffic from 1,100 to 11,000 cars/day. We as taxpayers should not be responsible for road improvements caused by CT traffic.

These are my requests and here's why:

Classification of Roads:

In the current 2026 Traffic Impact Analysis (TIA), Nez Perce Road is designated as an arterial street. Arterial streets are not compatible with neighborhood roads that have driveway approaches, as this creates unsafe conditions. Our driveway is one of 16 houses that have driveways that exit directly on Nez Perce Road. In addition, there are 2 driveways from the children's park and pickleball courts onto Nez Perce. Examples of other arterial streets in CDA are Seltice, Government Way, Kathleen, and Atlas. Our rural road should not be in this category. Using Appaloosa and Nez Perce as connecting streets to Coeur Terre affects our neighborhood safety, quality of life, and property values. And any road upgrades needed due to increase CT traffic are not covered in the developer's agreement.

There are also 5 school bus routes traveling through Indian Meadows making a total of 24 daily stops on our streets. Most children walk to these bus stops. I am concerned about their safety if traffic is diverted through our neighborhood.

The Kootenai Metropolitan Planning Organization (KMPO) projected that Nez Perce will have **an increase from 1,100 cars/day to 11,000 cars/day**. The TIA showed that 85% of

vehicles on our street speed. When Nez Perce is connected to CT, the number of speeding vehicles will increase from 935 to 9,350/day. **Nez Perce does not have sidewalks.**

In the CT development, sidewalks are proposed on both sides of all local streets to meet safety requirements. Where is our pedestrian safety? How can the safety rules for the subdivision not apply for existing neighborhoods?

Increasing the distribution of traffic by using IL is part of the solution

At the December meeting, we learned that in December of 2022 the developer purchased the parcel of land, which was privately owned, to connect Industrial Loop to the Coeur Terre development. The purpose stated by their engineer was **to improve traffic distribution and emergency response times.**

We also learned at the last P&Z meeting that Industrial Loop (IL) is not classified in the Federal Functional Classification System where Nez Perce is classified as an arterial. IL was never studied or considered by our city planners with the master traffic study because at that time there wasn't a connection.

After Phase 1 of CT was approved, Chris Bosley stated that IL could be classified in the future as an arterial or collector.

One factor for us not appealing the approval of CT Phase 1 was the understanding that Industrial Loop could be reclassified later.

The main factor for not using Industrial Loop is money for road repair.

Because Industrial Loop doesn't have a classification, the city can't apply for grant funds.

My husband and I had a meeting on July 8th with Chris Bosley and Todd Feusier. We learned that the water department is replacing old water lines on Industrial Loop. The water department and the street department are splitting the costs of repaving after the water lines are replaced. This will occur in the range of 2027-2028.

Conclusion:

Industrial Loop will now be repaved, funded by the water department and the street department.

Classifying Industrial Loop will make it eligible in the future for grant funds, decreasing the cost to taxpayers.

Atlas is especially congested south of Kathleen. If Industrial Loop is used as a main east-west connector, it will reduce some of that congestion. As the developer's engineer said, "Industrial Loop will improve traffic distribution and emergency response times".

I request that Phase 2 of Coeur Terre be denied tonight and brought up to City Counsel.

I request that Phase 2 of Coeur Terre be denied until using Industrial Loop as an arterial is approved.

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I realize that this committee is a voluntary position and I want to thank you for your time and service.

STAFF PRESENTATION

CITY COUNCIL

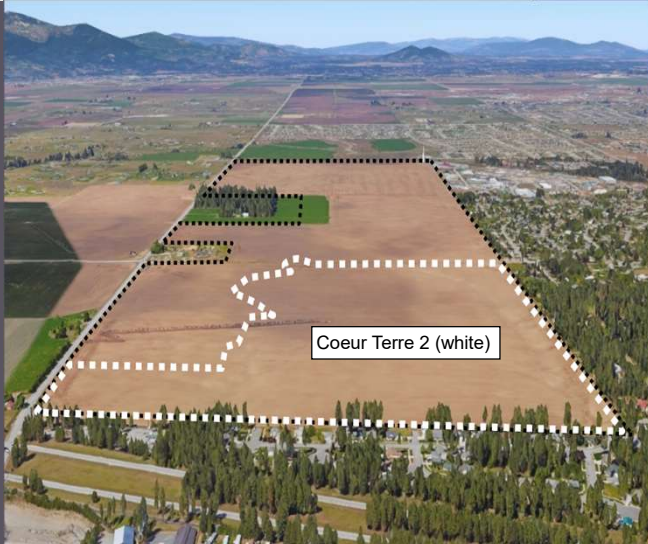
S-2-26AA: APPEAL OF COEUR TERRE 2 SUBDIVISION

AUGUST 31, 2026

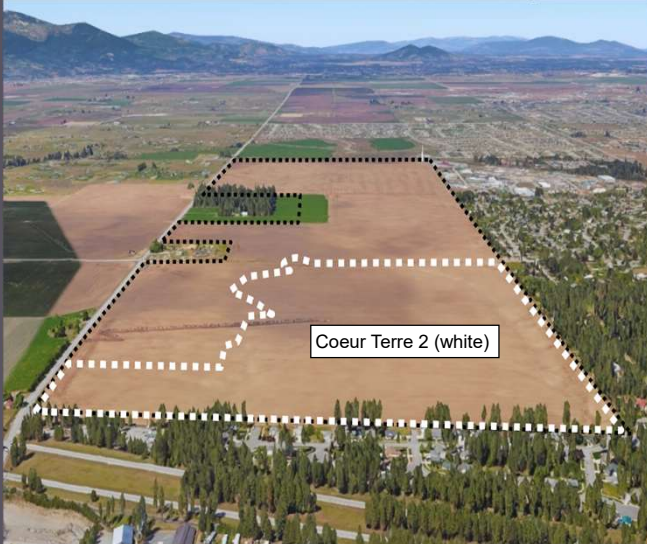


City of Coeur d'Alene, Idaho

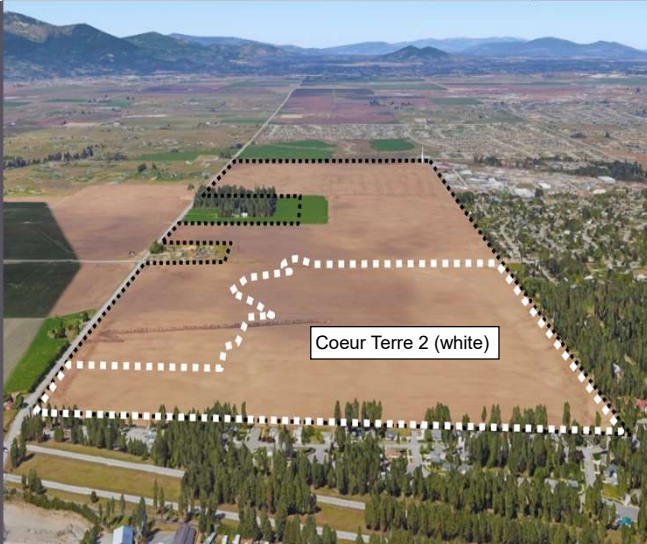
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	OWNER: LREV 33 through LREV 39, LLCs c/o Lakeside Companies 1859 N. Lakewood Dr. #200 Coeur d'Alene, ID 83814 APPLICANT: Connie Krueger, AICP 1859 N. Lakewood Dr. #102 Coeur d'Alene, ID 83814 

2

	
	APPEAL: The Planning and Zoning Commission approved the preliminary plat on July 14, 2026. An appeal of that decision was timely filed pursuant to Municipal Code § 16.25.050(A). APPELLANT: Madelyn Knutson Coeur d'Alene, ID 83815
	

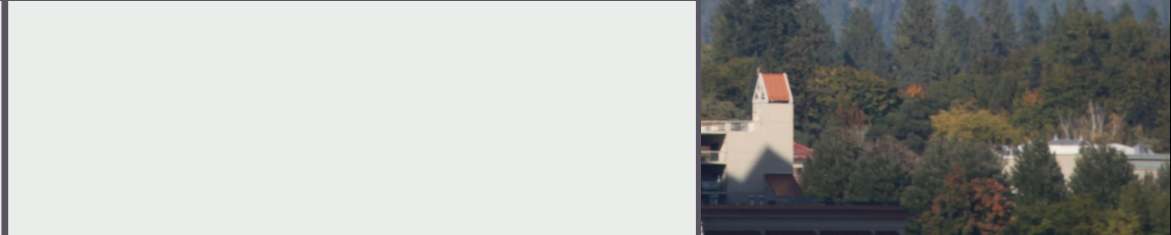
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	DECISION POINTS: The City Council must determine whether the proposed preliminary plat meets the applicable subdivision design standards (Chapter 16.15) and improvement standards (Chapter 16.40), and make the required findings to approve, approve with conditions, deny, deny without prejudice, or defer action on the request until the next scheduled hearing in order to review additional information that it deems necessary in order to render a final decision.
	

4

		
	S-2-26AA: Coeur Terre 2 Subdivision Request DESCRIPTION: 320 residential lot preliminary plat with 21 tracts (with up to 213 multi-family dwelling units in R-17), a public park and public-school site, across seven phased additions within 202 acres	
		LOCATION: Southern portion of the Coeur Terre Master Planned Community, north of W. Woodside Ave., south of The Future W. Nez Perce Rd. Extension, East of N. Huetter Rd., and west of N. Buckskin Rd.

5

		
	BACKGROUND INFORMATION <i>(INCL. HISTORY & PRIOR APPROVALS)</i>	
		

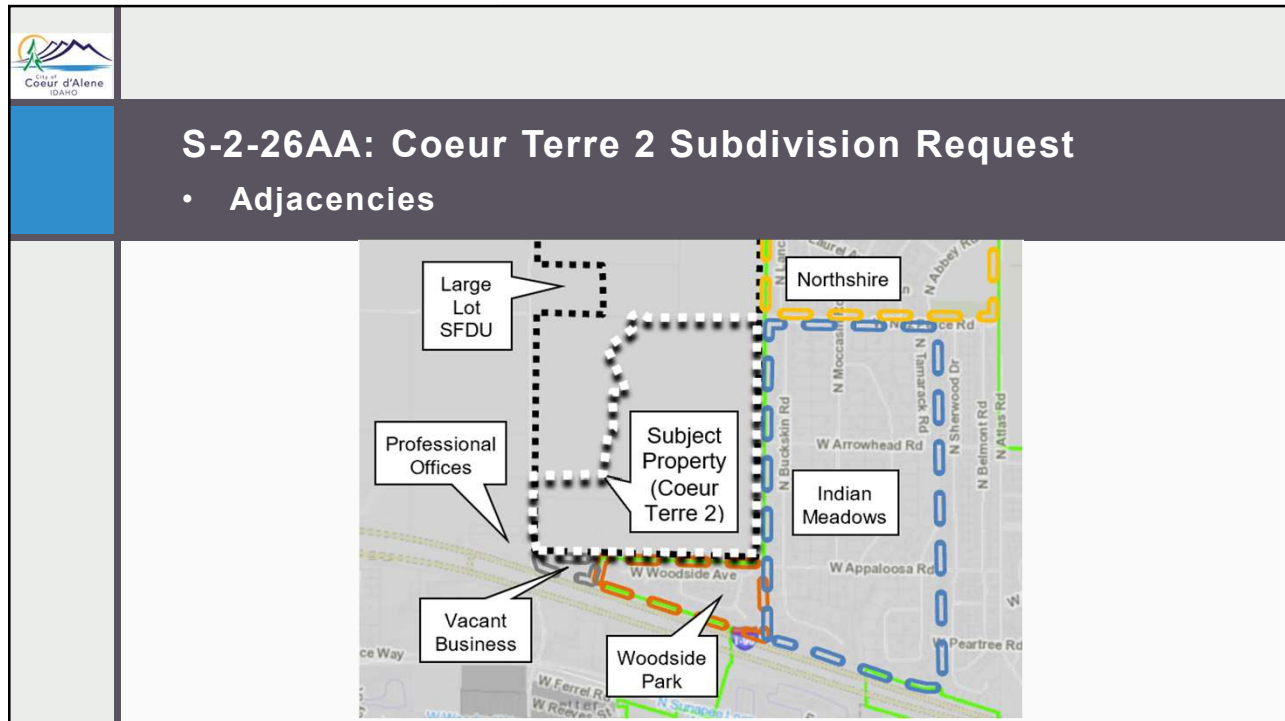
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S-2-26AA: Coeur Terre 2 Subdivision Request • Application Summary																
	Property Size: Approximately 202 gross acres 126.35 acres proposed for development Existing Zoning: R-3 (Single-Family Residential, 3 du/acre max) R-8 (Single-Family Residential, 8 du/acre max) R-17 (Multi-Family Residential, 17 du/acre max) Coeur Terre 2 Phasing: <table border="0"> <tr> <td>Addition</td> <td>87 total lots</td> </tr> <tr> <td>1st Addition</td> <td>90 total lots</td> </tr> <tr> <td>2nd Addition</td> <td>47 total lots</td> </tr> <tr> <td>3rd Addition</td> <td>69 total lots</td> </tr> <tr> <td>4th Addition</td> <td>Public park</td> </tr> <tr> <td>5th Addition</td> <td>Public school</td> </tr> <tr> <td>6th Addition</td> <td>27 lots / 213 units</td> </tr> </table>	Addition	87 total lots	1st Addition	90 total lots	2nd Addition	47 total lots	3rd Addition	69 total lots	4th Addition	Public park	5th Addition	Public school	6th Addition	27 lots / 213 units	Proposed Lots/Units by zoning district: R-3: 48 single-family lots R-8: 236 single-family lots <i>12.309-acre community park</i> R-17: 36 lots (mix of single-family & multi-family) <i>10.065-acre school site</i> Affordable Housing: <i>A minimum of 26 affordable/workforce housing units:</i> Addition: 5 units (5.75%) 1st Addition: 4 units (5.08%) 2nd Addition: 4 units (5.80%) 3rd Addition: 2 units (5.12%) 6th Addition: 11 units (5.16%) Design Deviations: None requested Grand Total: 320 lots with up to 506 residential units (1101 incl. CT1)
Addition	87 total lots															
1st Addition	90 total lots															
2nd Addition	47 total lots															
3rd Addition	69 total lots															
4th Addition	Public park															
5th Addition	Public school															
6th Addition	27 lots / 213 units															

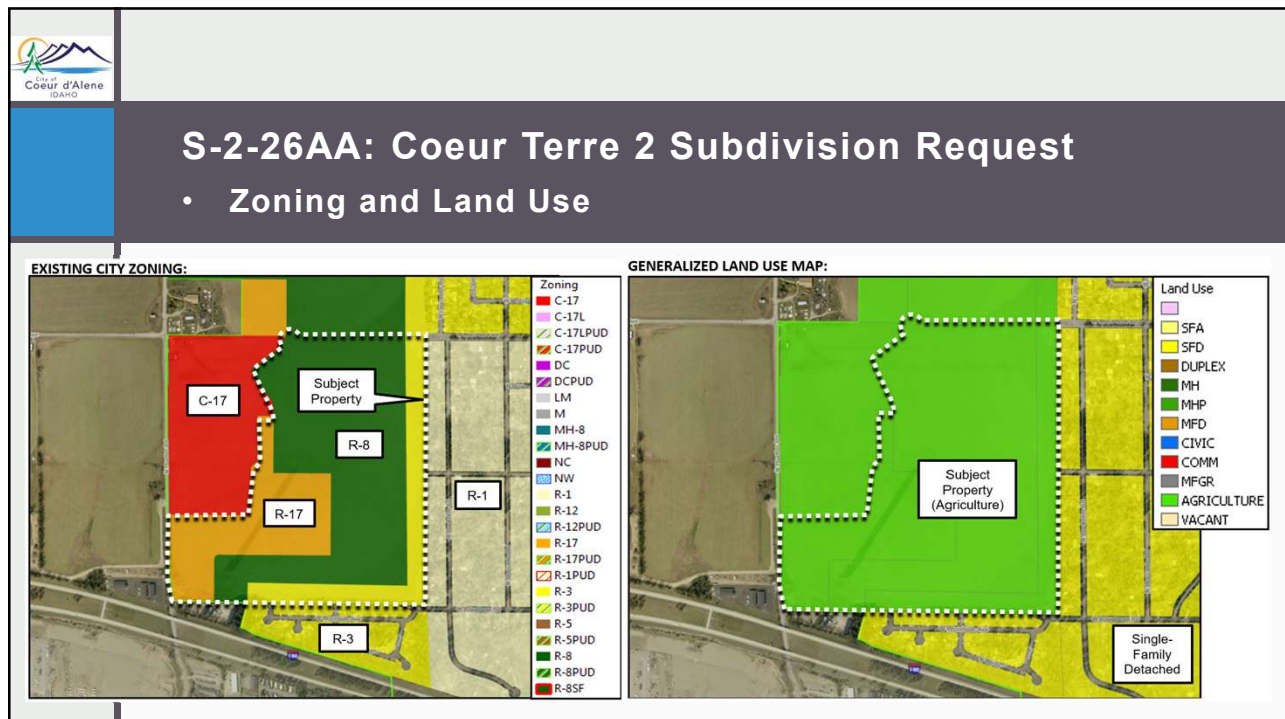
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S-2-26AA: Coeur Terre 2 Subdivision Request • Exhibit “E”		
	Generally Adhered to Design: Conceptual Master Plan	 OUTPARCEL Mixed Use Activity Center Townhomes Row Homes Single Family Lots PARK ELEM. SCHOOL INTERSTATE 90 Coeur Terre 2 (black)

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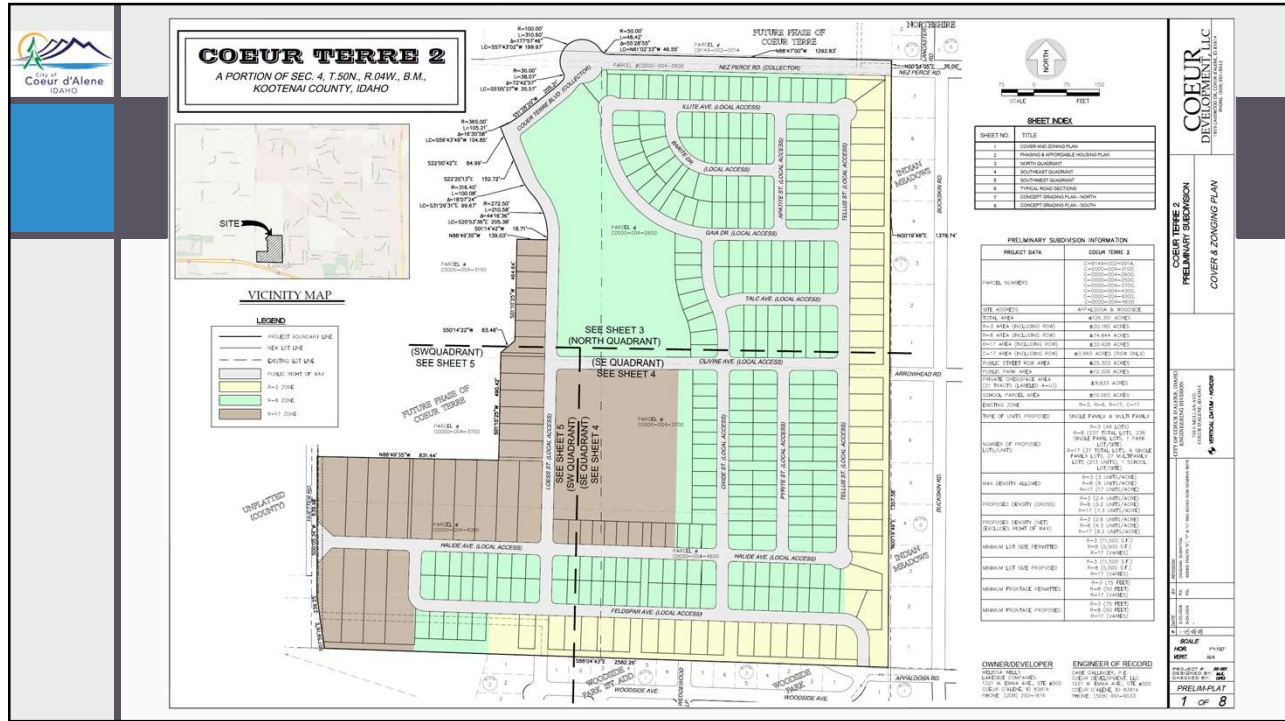
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	S-2-26AA: Coeur Terre 2 Subdivision Request • Required Subdivision Findings
	<u>Finding #B1:</u> That all of the general preliminary plat requirements (have) (have not) been met as attested to by the City Engineer. <u>Finding #B2:</u> That the provisions for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities, and utilities (are) (are not) adequate. <u>Finding #B3:</u> That the proposed preliminary plat (does) (does not) comply with all of the subdivision design standards (contained in Municipal Code Chapter 16.15) and all of the subdivision improvement standards (contained in Municipal Code Chapter 16.40). <u>Finding #B4:</u> The lots proposed in the preliminary plat (do) (do not) meet the requirements of the applicable zoning district. <i>Note: The City Council shall base its findings on the Statement of Facts A1–A21 (pg.14-16 of the staff report), the full staff report, applicant presentation, public testimony, and all other evidence received at the hearing.</i>

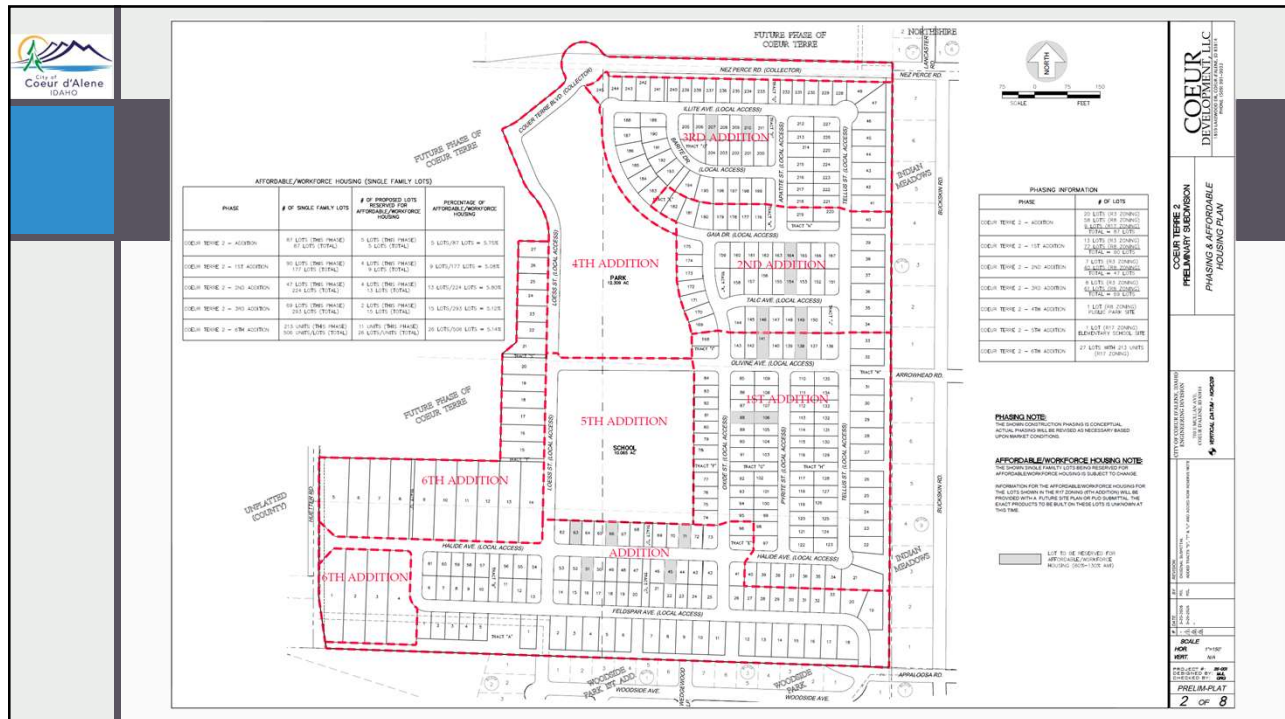
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	S-2-26AA: Coeur Terre 2 Subdivision Request [Finding #B1] That all of the general preliminary plat requirements (have) (have not) been met as attested to by the City Engineer.
	The preliminary plans submitted contain all of the general preliminary plat elements required by the Municipal Code. <i>-Submitted by Chris Bosley, City Engineer</i> Condensed Preliminary Plat Requirements: • Subdivision Name • Boundary Lines • Contact Information • Scale • Date of Submission • North Arrow • Streets & Features • Adjacent Areas • Topography & Natural Features • Lots & Blocks • Phased Portions • Net Acreage • Vicinity Sketch • Street Grades • Utility Easements • Lot Grading Plan

12



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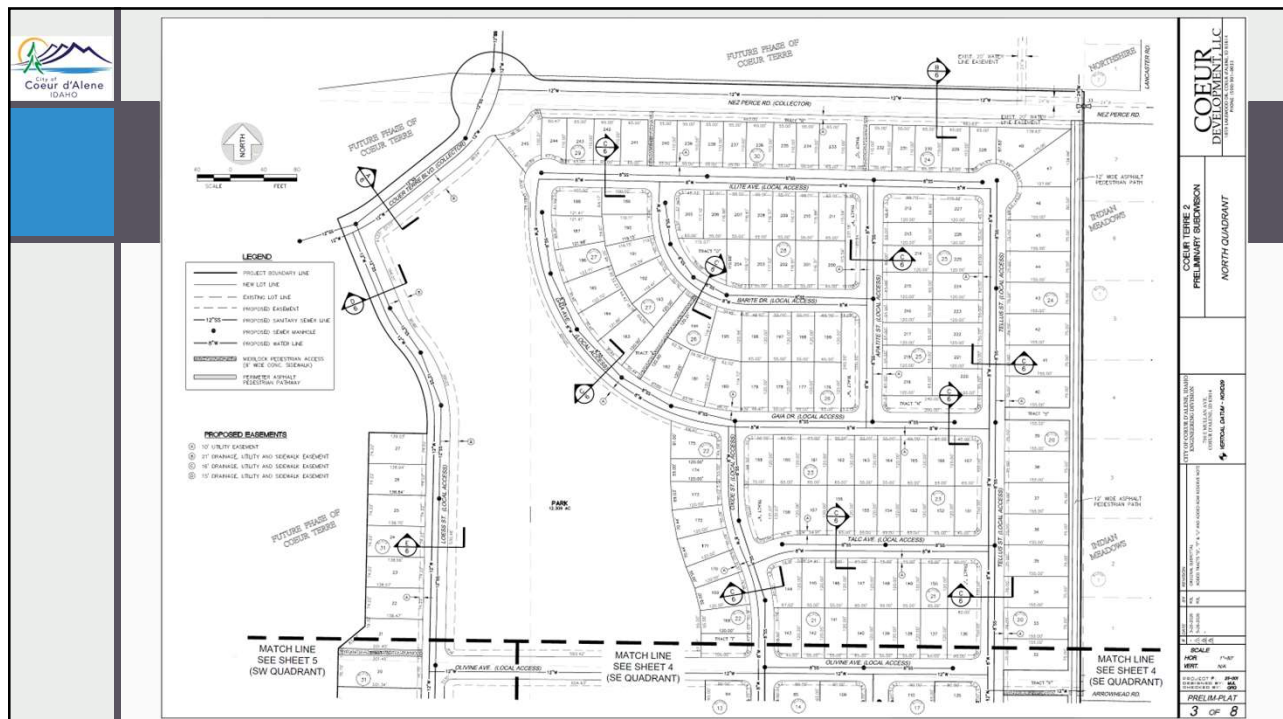
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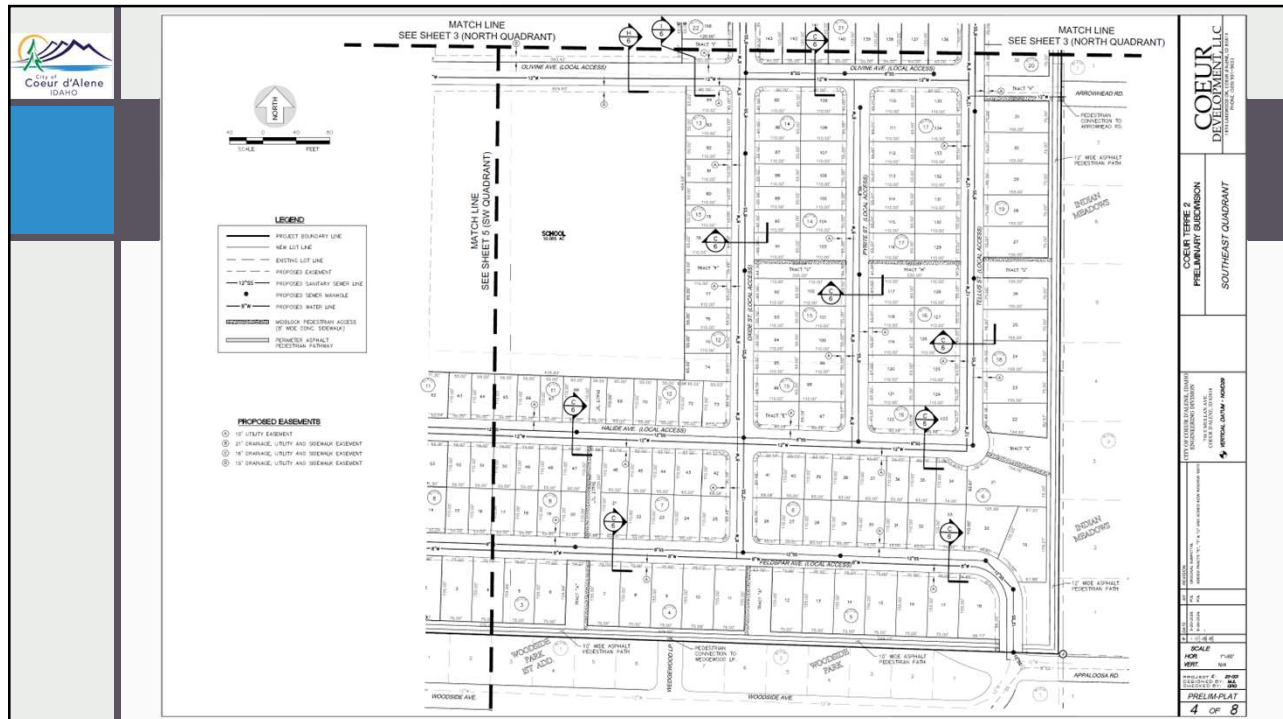
[Finding #B2] That the provisions for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities, and utilities (are) (are not) adequate.

- Sidewalks
- Streets
- Alleys
- Rights-of-Way
- Easements
- Street Lighting
- Fire Protection
- Planting
- Drainage
- Pedestrian and Bicycle Facilities
- Utilities

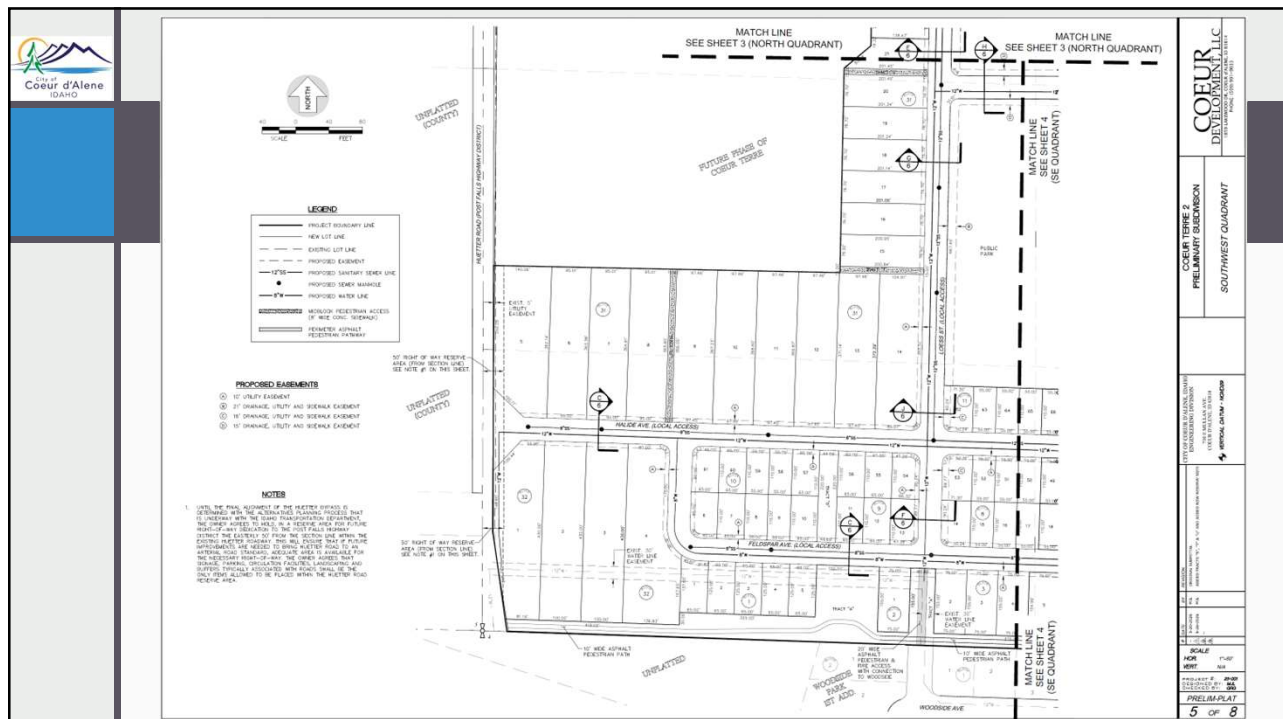
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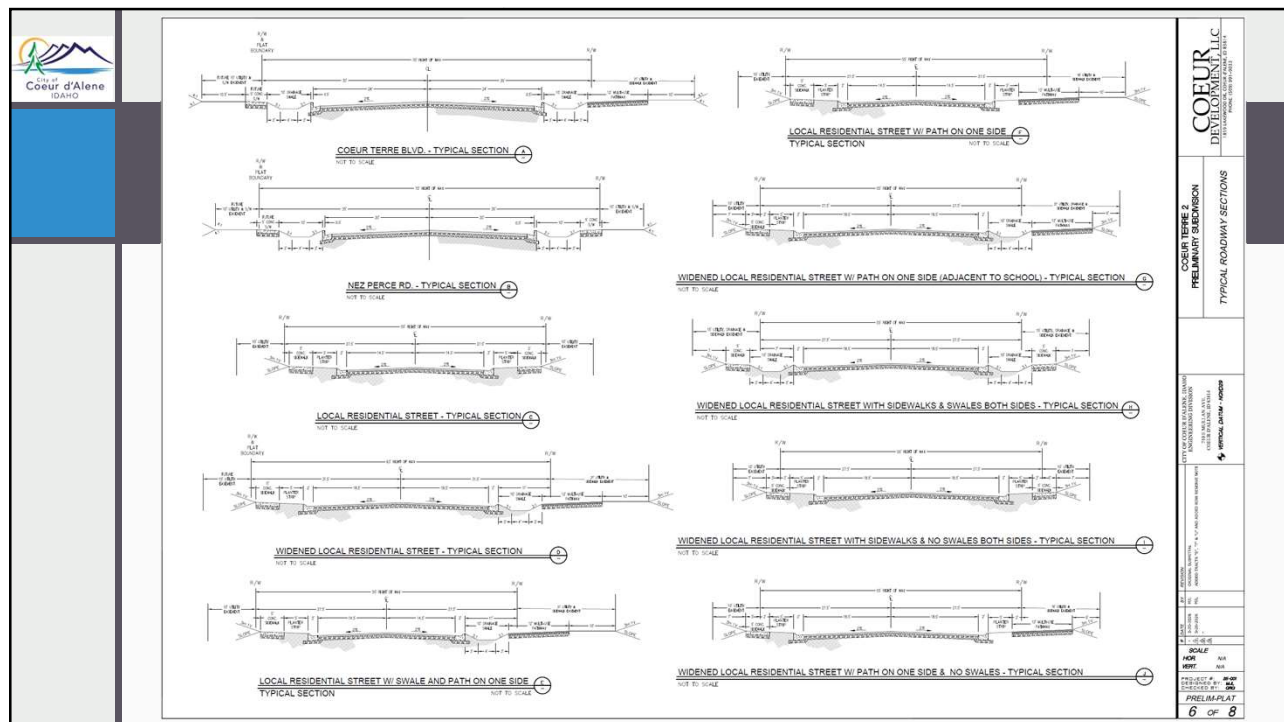
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	[Finding #B3] That the proposed preliminary plat (does) (does not) comply with all of the subdivision design standards (contained in Municipal Code Chapter 16.15) and all of the subdivision improvement standards (contained in Municipal Code Chapter 16.40).
	The applicant has submitted a subdivision application checklist with responses addressing each applicable provision of Chapter 16.15. The checklist indicates compliance with all applicable standards. No design deviations have been requested. The street network and pedestrian connectivity are designed to the applicable design standards. Utilities are designed to City standards. Compliance with Chapter 16.40 improvement standards will be confirmed through engineering plan review and permitting for each phase. Engineering has vetted the plans for compliance, the preliminary plans meet both subdivision design standards (Chapter 16.15) and improvement standards (Chapter 16.40). <i>-Submitted by Chris Bosley, City Engineer</i>

20

	
	S-2-26AA: Coeur Terre 2 Subdivision Request [Finding #B4] The lots proposed in the preliminary plat (do) (do not) meet the requirements of the applicable zoning district.
	R-3 (Residential at 3 units/acre): • <i>Single-family homes</i> R-8 (Residential at 8 units/acre): • <i>Single-family homes and public park</i> R-17 (Residential at 17 units/acre): • <i>Multi-family and school site</i>

21

	
	S-2-26AA: Coeur Terre 2 Subdivision Request • Photos
	Intersection of W. Appaloosa Ave. and W. Woodside Ave. (future southern connection):  W. Nez Perce Rd. Looking west into subject property: 

22

	
	S-2-26AA: Coeur Terre 2 Subdivision Request • Additional considerations
	<i>The following information is provided for the City Council's consideration. Specific comments below support the preceding findings by describing how each utility, facility, and Development Agreement triggering requirement would be implemented with this request.</i> • Streets • Traffic • Stormwater • Water • Wastewater • Police • Fire • Parks • Phasing Flexibility • Affordable Housing

23

	
	S-2-26AA: Coeur Terre 2 Subdivision Request • Proposed Conditions
	Fire: 1. Landscaping must not cover or hide fire protection systems such as fire hydrants, FDC's or PIV's. 2. Secondary means of egress shall be constructed and accepted by the City prior to the issuance of building permits for more than 30 single-family dwellings or more than 200 multi-family dwelling units as required by the International Fire Code (IFC). This includes emergency access to Woodside Park which is currently out of compliance with IFC. 3. Minimum fire department access road width is 20' for buildings up to 30' in height and 26' in buildings over 30' in height. 4. No parking on roadways less than 26' in width.

24

	
	S-2-26AA: Coeur Terre 2 Subdivision Request • Proposed Conditions
	Planning: 5. <u>NEW</u>: Lot 245 shown in the 3rd Addition must extend the buffer on the north side of the proposed parcel to ensure a double frontage lot is not created. 6. The 12-acre park site shall be designated as a tract when the final plat is recorded in anticipation of a future City asset. 7. A homeowner's association (HOA) will be required to ensure the perpetual maintenance of private open space/connectivity tracts, stormwater assets, and all other private common areas. 8. Open space/stormwater tracts associated with the phasing must be completed or bonded for (at 150%) as specified by the Development Agreement, or at the time of plat recordation, whichever comes first. 9. The applicant must provide current counts for all homes and rental units in Coeur Terre to ensure the 5% affordable/workforce housing requirement is met.

25

	
	S-2-26AA: Coeur Terre 2 Subdivision Request • Proposed Conditions
	Wastewater: 10. An unobstructed City approved "all-weather" access shall be required over all public sewers. 11. All public sewer plans require IDEQ or QLPE Approval prior to construction. 12. Sewer Policy #716 requires all legally recognized parcels within the City to individually connect and discharge into (1) public sewer connection. 13. Any utility easement for the public sewer shall be dedicated to the City prior to building permits. 14. Coeur Terre Surcharge Fees will be applied as well as all applicable Sewer Cap Fees at time of building permit. 15. The Appaloosa Trunk Main must be upsized prior to 454th ERU or as required by the City Wastewater Department. 16. ERU tracking and construction timing/phasing must be reported to the Wastewater utility.

26

	
	S-2-26AA: Coeur Terre 2 Subdivision Request • Proposed Conditions
	Water: 17. Relocation of Existing 24" Transmission Main (Nez Perce): The existing 24" transmission main currently located in Nez Perce will need to be relocated. The final alignment has not yet been determined and must be coordinated with the city and design engineers. 18. Timeline for Relocation: The relocation must be planned and completed prior to any construction activity. All work related to relocation must occur during the off-season (non-peak demand period) to avoid service impacts. 19. Design Requirement: Detailed design work is required for the transmission main relocation. No construction may begin until the design is complete and approved. 20. Hydraulic Study (JUB Engineering): JUB must complete a hydraulic study to confirm: a. The new line and proposed well are adequately sized b. Supply is sufficient for projected demand c. Whether an additional well or water tank is necessary as stated in the water dep comp plan. 21. Service Connections: No individual services will be allowed on the transmission main. 22. Timing of Main Activation: The relocated transmission main must be activated <u>only during the off-season</u> to minimize risk during high-demand periods.

27

	
	S-2-26AA: Coeur Terre 2 Subdivision Request • Proposed Conditions
	Water (continued): 23. Secondary Irrigation System Requirements: If a separate irrigation system is proposed: • A certified operator is required to manage it • The irrigation provider must be registered with 811 • Separation of potable and non-potable lines must follow DEQ standards (minimum 10-foot horizontal separation) and any lots that have access to auxiliary water will be required to have an approved RPBA installed on the supply line immediately downstream of the water meter. • All irrigation valves must be clearly marked to identify the system. 24. Tree Setbacks: A 10-foot minimum separation is required between trees and all water infrastructure. 25. Tie-In at W. Arrowhead Rd.: A system tie-in is needed on W. Arrowhead Rd. To facilitate this, Lot 33 must be shifted north to create an open space between Lots 32 and 33. 26. W. Woodside Ave. Transmission Main & PRV on N. Hutter Rd.: • The transmission main exiting W. Woodside must be relocated to accommodate the new layout. • The Pressure Reducing Valve (PRV) on N. Hutter Rd. must also be relocated to function correctly with the updated pressure zones and development layout.

28

	
	S-2-26AA: Coeur Terre 2 Subdivision Request • Proposed Conditions
	Water (continued): 27. Abandonment of Unused Stubs: Any unused water stubs out of W. Woodside Ave. must be abandoned at the main. 28. Design Submittals for Hydraulic Review: All water system designs must be submitted to JUB for review to determine: • Adequate incoming water supply • The need for an additional well • The need for a storage tank 29. Easements • Provide a minimum 20-foot easement centered over the water main or 30-foot combined sewer and water easement where applicable. 30. Development Water Study Compliance • Contractor is required to complete all upgrades and requirements identified in the Lakeside Development Water Study.

29

	
	S-2-26AA: Coeur Terre 2 Subdivision Request • Proposed Conditions
	Parks: 31. The 12.3-acre public park and the supporting parking lot shall be designed in a joint effort between the developer and the Parks Department at the time of development per the Development Agreement (199th acre) or by phasing, whichever comes first. Engineering: 32. As described in the Traffic Impact Assessment (TIA), the developer will be responsible for adding a left turn lane on Huetter Road at Mullan Road and a roundabout at Access A (Halide Ave).

30



City of Coeur d'Alene
IDAHO

S-2-26AA: Coeur Terre Subdivision Request



COEUR TERRE 2
A PORTION OF SEC. 4, T. 50N., R. 09E., S. 04M.,
KOOTENAI COUNTY, IDAHO

DECISION POINT:
City Council will need to consider this Subdivision request and make separate findings to approve with conditions, approve without conditions, deny, deny without prejudice, or defer action on the request until the next scheduled hearing in order to review additional information that it deems necessary in order to render a final decision.

APPLICANT PRESENTATION



Coeur Terre 2 Preliminary Subdivision

City Council Hearing
August 31st, 2026

1



Overall Recap

- Introductions
- Annexed in March 2023
- Development Agreement
- Submitted to date
 - Coeur Terre 1 PUD approved Dec. 2025
- Coeur Terre 2 Preliminary Subdivision



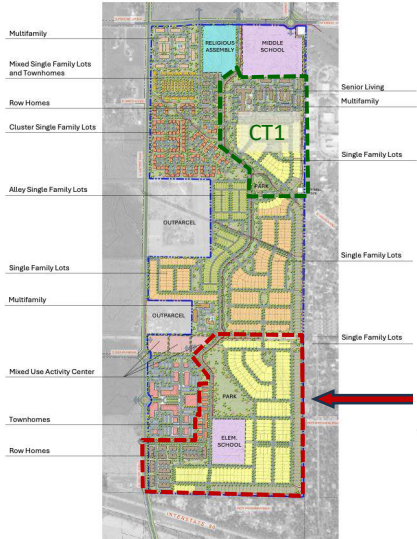
2



COEUR TERRE
COEUR D'ALENE, IDAHO

Project Summary

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



Coeur Terre 2 is consistent with the approved master plan - no amendment required

Location

- 126.4 acres on south end of Coeur Terre

Zoning

- R-17, R-8, R-3

Proposed Deviations

- None



3



COEUR TERRE
COEUR D'ALENE, IDAHO

R-8, R-3, & R-17 Zoning Districts

R-8 Zone:

- 74.8 acres
- 236 single family lots (4.3 NET units/acre)
- Perimeter Trail
- Community Public Park (12.3 acres)

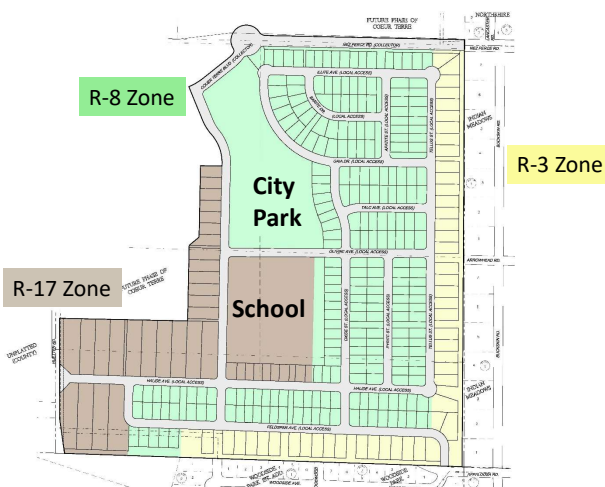
R-3 Zone:

- 20.2 acres
- 48 single family lots (2.6 NET units/acre)
- Perimeter Trail

R-17 Zone:

- 30.4 acres
- 9 single family & 27 multi-family (8.2 NET units/acre)
- 10-acre elementary school site
- Perimeter Trail

PROPOSED NEIGHBORHOOD



4



Open space, school, parks

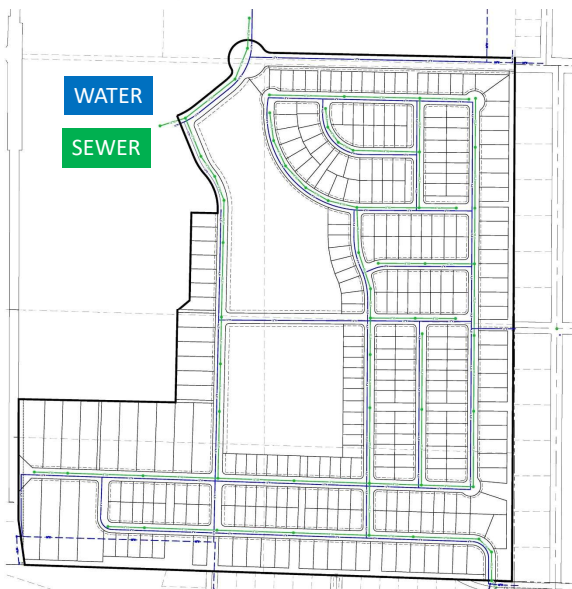
The open space and trail network are not afterthoughts. They are integrated into the subdivision design and are part of how Coeur Terre meets both code and the Development Agreement requirements.



5



Public Utilities



SEWER

- The entire project is served with gravity sewer mains connecting to the existing mainline in Appaloosa Road.
- Sewer improvements are required to the Appaloosa sewer line prior to 454th ERU, per the development agreement condition 3.2.1.3.

WATER

- We coordinated with City Water Department to commission a water system study - which determined water main sizing.
- We will relocate the existing 12" water main from a 30' easement into a new public street.
- We will relocate the existing PRV vault in SW corner of Coeur Terre 2.

6



Transportation

Coeur Terre Traffic Study(ies) History

- Master Traffic Study – 2022
 - Developed consistent with KMPO model
 - KMPO and City concurred
 - Findings – Roadway network with improvements can accommodate development
 - Stipulated to prepare phased TIA or update Master TIA every 2-years
 - Each phased TIA **MUST** incorporate previously approved phases
- Coeur Terre I TIA
 - Developed consistent with City and regional policies
 - Started in 2024
 - Approved by City November 2025
 - Identified System and Project Improvements

Project Improvements	Horizon Year	PM Peak Hr. Site Traffic	PM Peak Hr. Background Traffic	PM Peak Hr. Total Traffic	% Site Responsibility
Coeur Terre/Hanley Traffic Signal	2030	202	1,061	1,263	100%
Hanley Avenue Corridor Coordination Timing Plan and Implementation	2030/2035				100%
Huetter/Mullan NB Left-Turn Lane Addition	2030	44	1,104	1,148	100%
Industrial Loop & Access NB Left-Turn Lane	2030	127	87	214	100%
System Improvements	Horizon Year	PM Peak Hr. Site Traffic	PM Peak Hr. Background Traffic	PM Peak Hr. Total Traffic	% Site Responsibility
Atlas/Hanley EB Right-Turn Lane Extension	2030	15	157	172	9%
Huetter/Seltice EB Left-Turn Lane Extension	2030	26	217	243	11%
Huetter/Seltice SB Left-Turn Lane Extension	2030	0	181	181	0%
Atlas Signal Timing Adjustment Corridor Coordination	2030	-	-	-	10%
Atlas/Hanley WB Left-Turn Lane Extension	2035	10	85	95	11%
Atlas/Hanley NB Right-Turn Lane Extension	2035	6	90	96	6%
Atlas/Seltice SB Right-Turn Lane Addition	2035	2	232	234	1%
Atlas/Kathleen WB Right-Turn Lane Addition	2035	20	462	482	4%
Atlas Signal Timing Adjustment Corridor Coordination	2035	-	-	-	10%

7



Transportation

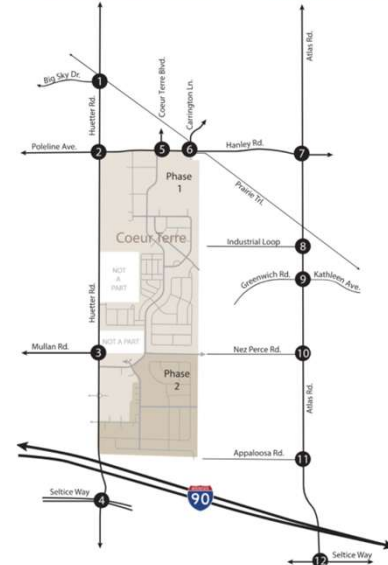
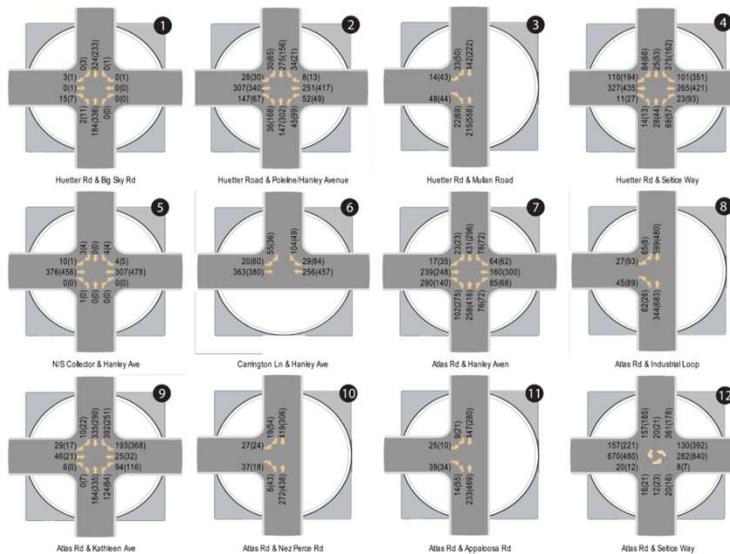
Coeur Terre II Trip Generation

- Single Family Homes
 - Trip rates include ADU, and are nationally accepted
 - Generated from actual counts across country, where shops with ADU's are included
- Trips were calculated and included for Elementary School
 - 415 students
- Park generates less than 10 trips during a peak hour (excluded)

Land Use	Quantity	Units	ITE Code	ITE Land Use Name	AM Distribution		PM Distribution	
					In	Out	In	Out
Coeur Terre 2								
Single Family Homes	284	DUs	210	Single-Family Detached Housing	25%	75%	63%	37%
Townhomes	151	DUs	220	Multifamily Housing (Low-Rise Not Close to Rail)	24%	74%	63%	37%
Apartments	75	DUs	220	Multifamily Housing (Low-Rise Not Close to Rail)	24%	74%	63%	37%
Elementary School	415	Student	520	Elementary School	54%	46%	46%	54%
Land Use	ADT		AM Peak Hour			PM Peak Hour		
	Avg. Rate*	Total	Avg. Rate*	In	Out	Avg. Rate*	In	Out
Coeur Terre 2								
Single Family Detached	9.28	2,636	0.68	48	145	0.93	167	98
Townhomes	6.91	1,044	0.46	17	53	0.57	54	31
Apartments	7.41	556	0.61	11	35	0.70	33	20
Elementary School	2.27	942	0.74	166	141	0.16	30	36
Baseline Trips		5,178		242	374		284	469
Internal Capture	(5%)	(282)	(9%)	(28)	(56)	(5%)	(14)	(24)
External Trips		4,896		214	346		270	445

8

Coeur Terre 2 Traffic Data Collected



9

Coeur Terre 2 Traffic Data Collected

- Traffic counts collected on March 25, 2025
 - AM Peak Hour: 7-9 AM
 - PM Peak Hour: 4-6 PM
- Coeur Terre 2 traffic study submitted: April 13, 2026
- Counts under 1 year old at beginning of analysis (just over 1 year upon approval)
 - Industry Standard – able to use traffic counts within 2-years
 - If older than 2 years, use growth rate
 - Associated Highway Districts of Kootenai County – within 2 years
 - FHWA Standard – Traffic data must be no older than 5 years old (23 USC 624.7)

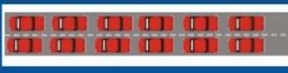
Coeur Terre 2 Traffic Data Used

- Traffic counts grown by 2.3% per year from 2025 (counts obtained) to achieve 2030 and 2035 volumes
- Coeur Terre 1 approved trips included as background traffic calculations

10

Transportation

Coeur Terre 2 Level of Service

Intersection		LOS	Roadway	
- Very stable, free-flow condition - Little or no congestion - Delay: <10 seconds/vehicle		LOS A		- Free flow - Little or no congestion
- Stable, free-flow condition - Little congestion - Delay: 10 to 20 seconds/vehicle		LOS B		- Stable flow - Little congestion
- Free-flow condition - Moderate congestion - Delay: 20 to 35 seconds/vehicle		LOS C		- Stable flow - Moderate congestion
- Moderate delays - Typical Agency LOS Standard - Delay: 35 to 55 seconds/vehicle		LOS D		- High density flow - Typical Agency LOS standard
- Congested conditions begin - Delay: 55 to 80 seconds/vehicle		LOS E		- High density flow – nearing capacity - Poor traffic flow
- Stop and go conditions - Delay: >80 seconds/vehicle		LOS F		- Breakdown of flow - Traffic exceeds roadway capacity

11

Transportation

Coeur Terre 2 Level of Service Standards

- City of Coeur d'Alene does not have published standards
- City of Post Falls
 - LOS D for signalized intersections
 - LOS E for unsignalized intersections
- City of Hayden
 - LOS D or better
- ITD
 - LOS D or better in urban conditions

Adjacent and regional communities use LOS D as standard for signals

- Coeur Terre 2 meets or exceeds adjacent and regional standards
- All studied intersections operate with LOS D or better with improvements identified

12

Coeur Terre 2 Traffic Summary

Adjacent and regional communities use LOS D as standard for signals

- Coeur Terre 2 meets or exceeds adjacent and regional standards
- All studied intersections operate with LOS D or better with improvements identified

Coeur Terre:

- Will provide additional access to the west for adjacent existing neighborhoods to east
- Pay impact fees and taxes that can be used as matching funds for the Atlas Improvement Project
 - Or as the City sees fit for surrounding infrastructure – at the City's discretion
- Pay taxes that can be used for external sidewalks if prioritized by City Council
 - Or as the City sees fit for surrounding infrastructure – at the City's discretion
- Voluntarily willing to provide RRFBs at trail crossings of collector and arterial roadways within the development

13

We have reviewed public comments regarding traffic

Coeur Terre 2 TIA – 2026

- Approved by City Staff
- Includes Coeur Terre 1 site traffic
- Consistent with City and regional policies
- Identified System and Project Improvements
 - System Improvements
 - Coeur Terre 2 proportionately responsible for
 - Project Improvements
 - Coeur Terre 2 to build
 - Impact fees

Project Improvements	Horizon Year	Coeur Terre 2 PM Peak Hr. Site Traffic	Coeur Terre 2 PM Peak Hr. Background Traffic	Coeur Terre 2 PM Peak Hr. Total Traffic	Coeur Terre 2 % Site Responsibility	Coeur Terre 1 % Site Responsibility
Huetter Road/Access A Roundabout	2030	-	-	-	100%	-
Huetter/Mullan NB Left-Turn Lane Addition	2030	2	77	79	100%	-
System Improvements	Horizon Year	Coeur Terre 2 PM Peak Hr. Site Traffic	Coeur Terre 2 PM Peak Hr. Background Traffic	Coeur Terre 2 PM Peak Hr. Total Traffic	Coeur Terre 2 % Site Responsibility	Coeur Terre 1 % Site Responsibility
Coeur Terre/Hanley Traffic Signal	2030	14	1,263	1,277	-	100%
Hanley Avenue Corridor Coordination Timing Plan and Implementation	2030/2035	-	-	-	-	100%
Atlas/Hanley EB Right-Turn Lane Extension	2030	7	172	179	4%	9%
Huetter/Seltice EB Left-Turn Lane Extension	2030	37	243	280	13%	11%
Huetter/Seltice SB Left-Turn Lane Extension	2030	0	181	181	0%	0%
Atlas Signal Timing Adjustment Corridor Coordination	2030	-	-	-	10%	10%
Atlas/Hanley WB Left-Turn Lane Extension	2035	25	95	120	21%	11%
Atlas/Hanley NB Right-Turn Lane Extension	2035	17	96	113	15%	6%
Atlas/Seltice SB Right-Turn Lane Addition	2035	2	234	236	1%	1%
Atlas/Kathleen WB Right-Turn Lane Addition	2035	0	482	482	0%	4%
Atlas Signal Timing Adjustment Corridor Coordination	2035	-	-	-	10%	10%

14

Required street connections to east

- Nez Perce Road
- Appaloosa Road

Nez Perce Road – Minor Arterial

- Minor Arterial capacity = 18,000 ADT
- Collector reclassification=15,000 ADT
- Existing volume=1,400 ADT
- Modeled volume = less than 5,000 ADT with Coeur Terre 2

Appaloosa Road – Local/Residential

- Local Residential Capacity = 3,000 ADT
- Existing volume=1,200 ADT
- Modeled volume = less than 1,800 ADT with Coeur Terre 2

Traffic calming is required by development agreement

15

Builder's Sub-contract Agreement

4.5 Jobsite Access. Contractor is responsible for ensuring that its employees, subcontractors, suppliers, vendors, and delivery drivers do not use Appaloosa Drive, Nez Perce Road, or any other designated restricted residential route for construction-related traffic.

Each documented violation will be subject to the following:

- First offense: Written warning
- Second offense: \$500
- Third offense: \$1,000
- Each subsequent offense: \$2,500

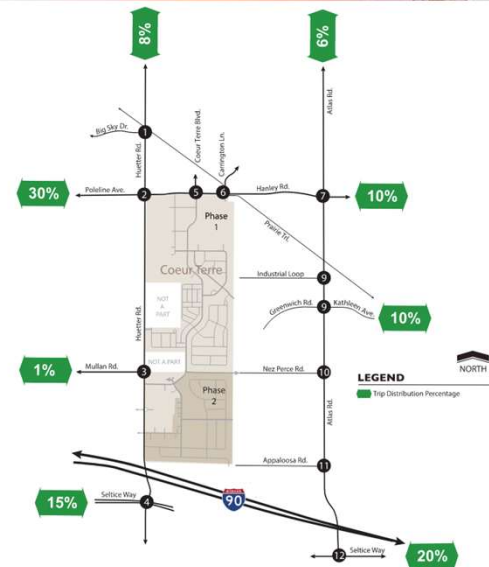
Each vehicle trip may constitute a separate violation. Charges may be deducted from amounts otherwise due to Contractor. Repeated violations may constitute a material breach of the Contract.



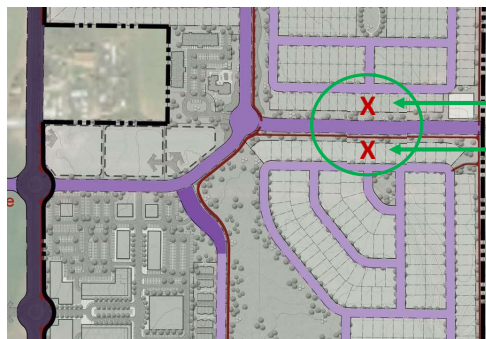
16

Trip Distribution

- Trip Distribution matches regional modeling
 - Aligns with Master Study previously completed
 - Aligns with Coeur Terre 1
- Development Agreement Condition 4.3
 - Development will, to greatest extent reasonably possible, direct through traffic to Huetter and Hanley
- Coeur Terre Boulevard (central collector) is designed to distribute site traffic to Huetter and Hanley
- Individual phases will connect to Coeur Terre Boulevard and will be distributed per Condition 4.3



17



- The Masterplan had two local connections to Nez Perce.
- We directed traffic to the main collector, instead of to Nez Perce --which encourages traffic flow to Huetter.

18

Transportation



• This road connection is extended out to Huetter.

• The Woodside connection has been removed.

• To slow down traffic and help discourage traffic flow to the Appaloosa connection, this roadway will have a stop controlled intersection.

• Per the development agreement, connections to Arrowhead and Woodside were removed.

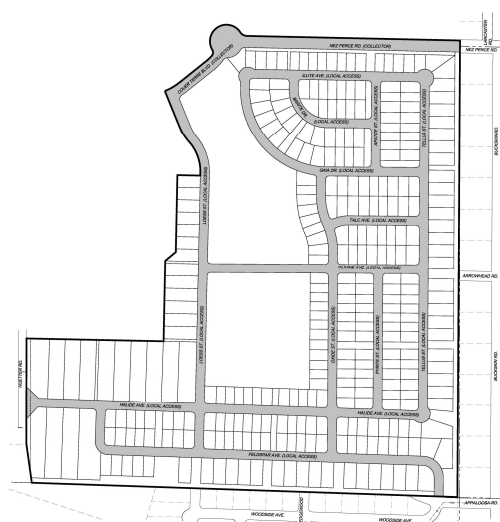
• The Masterplan has long N/S roads, allowing for unrestricted traffic movement.

• To help direct traffic away from the Appaloosa connection, we removed portions of two southbound roads, and added a westbound road to encourage traffic flow to Huetter.

• Per the development agreement, a connection is required at Appaloosa.

19

- Street layout in Coeur Terre 2 meets condition 4.3 of the DA and is consistent with what was presented to City Council in March 2023.
- City staff states this layout meets city standards and the requirements of the development agreement.



20



The Legally Binding Standards

- ANNEXATION ORDER, DEVELOPMENT AGREEMENT, CITY SUBDIVISION CODE = ALL MET AND FULLY COMPLIED WITH
 - Annexation Order and Decision - multiple hearings ,public input, due process, substantive evidence led to City approval
 - Development Agreement- negotiated, debated, fully vetted, agreed, finalized, recorded, and legally binding
 - These Decisions therein are now closed, final, and legally binding on City and Developer
- CITY SUBDIVISION CODE 16.25.030
 - This Residential Subdivision Application is an outright permitted use. No deviations, no waivers, no conditions or changes
 - Decision tonight is outlined in City Code 16.25.030 which requires four elements = each element is met

21



City Code 16.25.030 requirements for approval of preliminary plat:

1. All of the required general preliminary plat requirements for a formal plat (contained in section 16.20.030 of this title) have been met as determined by the City Engineer;
2. The provisions for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities and utilities are adequate;
3. The proposed preliminary plat complies with all of the design standards (chapter 16.15 of this title) and can comply, upon construction, with all of the improvement standards (chapter 16.40 of this title) contained in this title or a deviation from a specific standard has been requested and granted;
4. The lots proposed in the preliminary plat meet the requirements of the applicable zoning district.

22



Traffic Impacts and Mitigation

- Extensive traffic mitigation determined based upon DA and TIA, for example:
 - 100% of Huetter Road/Access A Roundabout
 - 100% of Huetter/Mullan NB Left Turn Lane Addition
 - 4% of Atlas/Hanely EB Right Turn Lane Extension
 - 13% of Huetter/Seltice EB Left Turn Lane Extension
 - 21% of Atlas/Hanely WB Left Turn Lane Extension
- Sean Messner of CivTech is the unrebutted expert. No scientific evidence, testimony or data exists to contradict or dispute his expert witness testimony and calculations. The City's Expert witness, city engineer, Chris Bosley uniformly agrees as repeatedly stated in Staff Report dated 7.14.2026
- Unrebutted scientific evidence shows traffic mitigation is sufficient to meet requirements under the law

23



Unconstitutional Regulatory Takings Law

- Nollan v. California Coastal Commission and Dolan v. City of Tigard Decisions
- Mitigation must have proportional rational nexus to this pending Application phase's impact and be consistent with requirements for other development
- Additional \$2 million annexation fee was paid to mitigate impacts, this is in addition to taxes, impact fees, and improvements required by infrastructure concurrency analysis
- No mitigation required for future development impacts outside this application phase, nor to correct existing system deficiencies outside of project boundaries

Idaho Code 67-6539

No impact on this subdivision application, ADUs have always been legally allowed in all of these zones, new statute merely prohibits the City from regulating STRs beyond the existing regulations imposed on all single family residences.

Conclusion

Coeur Terre 2 subdivision application fully complies with all legal requirements

24



QUESTIONS ?



Coeur Terre 2
City Council Hearing
August 2026

APPELLANT PRESENTATION



Coeur Terre 2 Appeal Presentation

Madelyn Knutson
Coeur d'Alene City Council Meeting
August 31, 2026

Introduction & Purpose of Appeal



Enforce the signed Development Agreement (DA).

We are not here to stop development or change the designated uses of Nez Perce and Appaloosa.

We want to ensure that roads, intersections, sidewalks, bicycle facilities and emergency access keep pace with development.

Addressing specific findings that lack substantial evidence:

General Findings Violations:

B1 and B2

Findings of Fact Violations:

A8, A12, A13, A19, and A21

The Planning & Zoning Commission was instructed to evaluate this plat in a vacuum.

The City Council is the only body with authority to enforce the Development Agreement.

Finding B1 (General Concurrency)

TIA Concerns

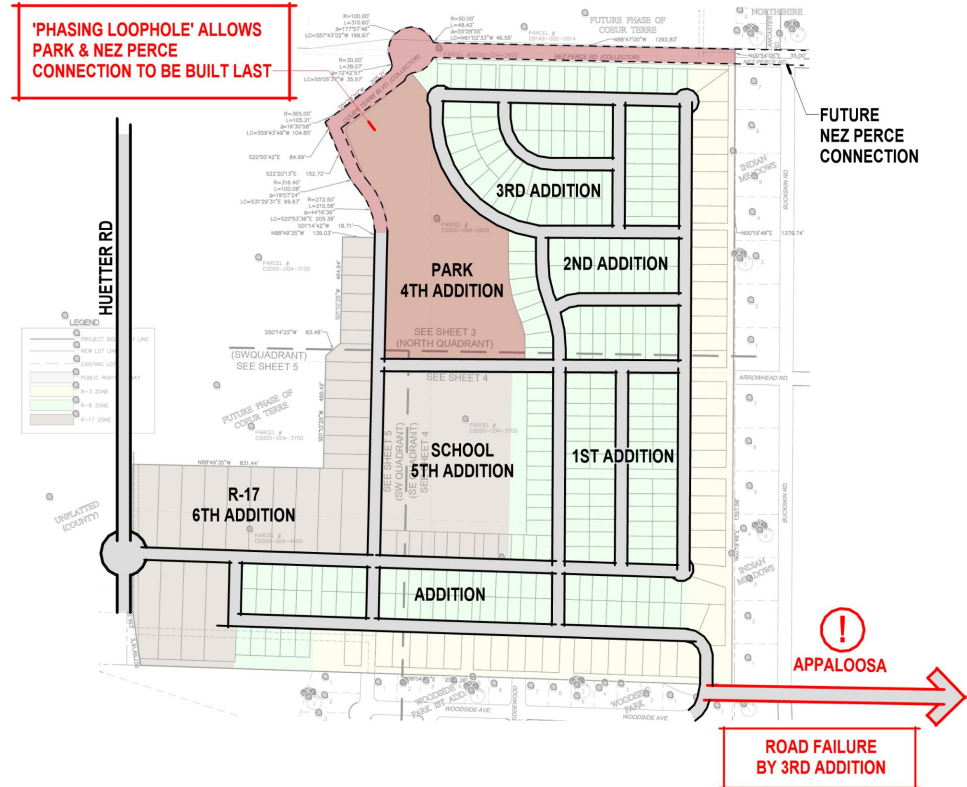
The TIA ignores ADU traffic loads, interim capacity issues (3rd Addition), and KMPD 2045 projections of long-term failure of Appaloosa Rd.

DA § 4.2.3 Concerns

The TIA incorrectly relies on the unbuilt 2034 Atlas widening as a baseline improvement and assumes it, and 506 units, are complete by 2030.

'Flexible Phasing' Concern

"Flexible phasing" legally permits the developer to delay the Nez Perce connection, funneling 100% of eastbound traffic onto Appaloosa Rd. which will result in indefinite failure.



Finding B2 (Streets & Safety)

Violates Section 4.3 by creating a 2-to-1 eastern exit bias that funnels trips into residential neighborhoods. There is no access provided to Hanley from Coeur Terre 2.

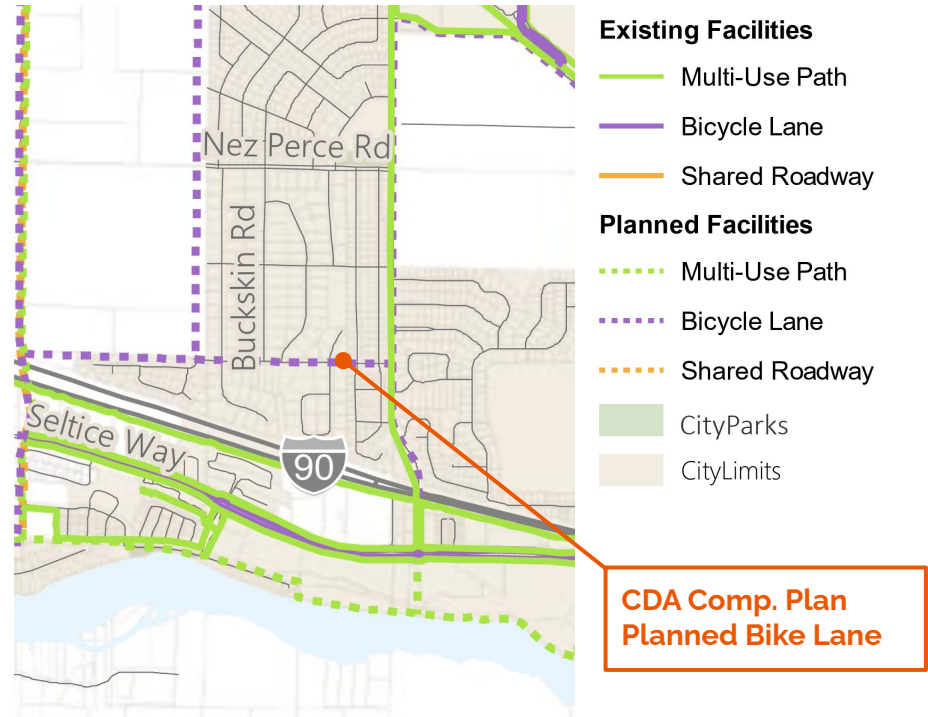
No Infrastructure

Appaloosa and Nez Perce are already unsafe for walking and cycling, lack bike lanes, and have zero designed or funded improvement plans.

The Taxpayer Trap

Appaloosa structurally cannot be widened without massive retaining walls. Approving this layout without pedestrian infrastructure paves the way for a future council to use the sidewalk code (§ 12.28.210), forcing existing homeowners to pay for sidewalks to fix a developer-induced crisis.

CDA 2042 Comprehensive Plan: Existing and Planned Bicycle Network



Fact A8 (Unresolved ADU Development)

435+ by-right Accessory Dwelling Units (ADU) were omitted from the subdivision application, concurrency analysis, and the Traffic Impact Analysis (TIA).

ADUs are protected, highly feasible, **and permitted by right in R-3, R-8, and R-17 Zones.** SB-1354 has removed the city's parking and stepback requirements making them easier to build in R-8 and R-17 zones.

ADUs are not just detached units; **they can also be within the primary dwelling.**

Examples of ADUs within a single family residence or townhome include:

- **In Basements**
- **Above Garages**
- **As Additions**
- **Garage Conversions**

City staff confirmed at the 7/14/26 P&Z meeting that ADUs count against the unit cap. Therefore:

If ADUs count as sewer generating units, they must also count as traffic generating units.

The Traffic Impact Analysis incorrectly counts the trips from by-right ADUs as zero.

*** ADUs were not included in the CT 1 or 2 Traffic Analysis. The Development Agreement and traffic study were done before the legislation which expanded ADU property rights.*

Fact A12 (Traffic Impact Analysis Math Concerns)

The Concern (DA § 4.2.3)

Fails to address "Cumulative Impact" of the development.

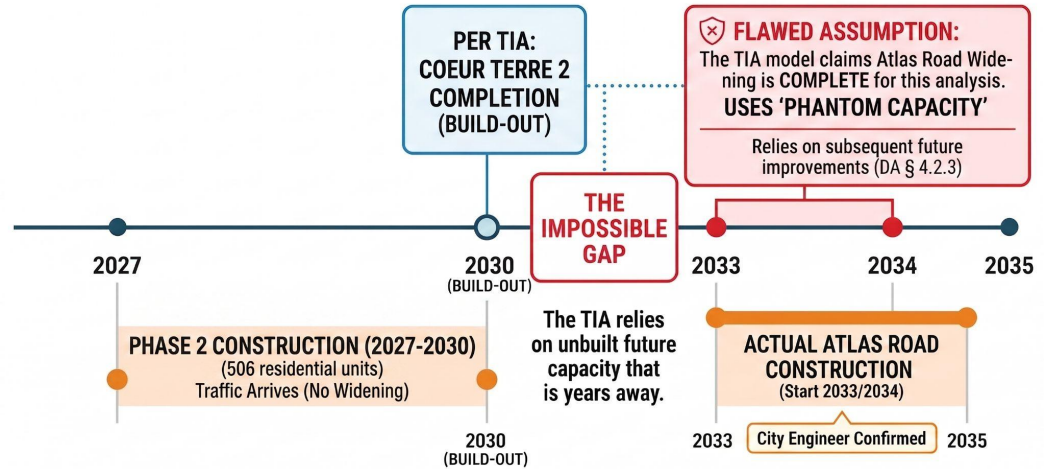
Unrealistic Build-Out Date

The TIA uses an early 2030 build-out date (Horizon date is 2035) and included the Atlas Rd widening as a baseline improvement. **An early build-out date improves intersection performance by reducing regional background traffic.**

The Reality & Violation

The City Engineer confirmed at the 7/14/26 P&Z hearing that **Atlas Road widening will not occur until 2033/2034, which is after the 2030 build-out date in the TIA.**

The DA prohibits relying on subsequent improvements anticipated in future phases.



Fact A13 (Nez Perce Rd. Safety Hazards)

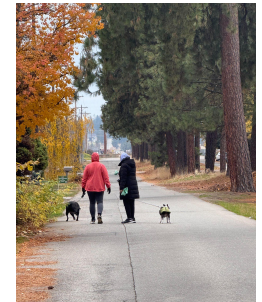
There are zero continuous sidewalks to safely connect families between Faith Walk Park, Northshire Park, and the future Coeur Terre 2 park.

Vehicles frequently park in the 28-foot median, creating dangerous visual obstructions that will worsen with thousands of new CT2 vehicle trips.

Plow berms shrink the already limited 16-foot travel lanes, forcing pedestrians and vehicles to share a tightly constricted and icy bottleneck

Snow piled along the median also creates a visual blind spot, making intersection crossings and routine navigation exceptionally dangerous all winter long.

Approving this plat without upfront developer mitigations exposes existing homeowners to financial liability. A future City Council could invoke the sidewalk code (§ 12.28.210) to force current residents to pay out-of-pocket for sidewalk installations.



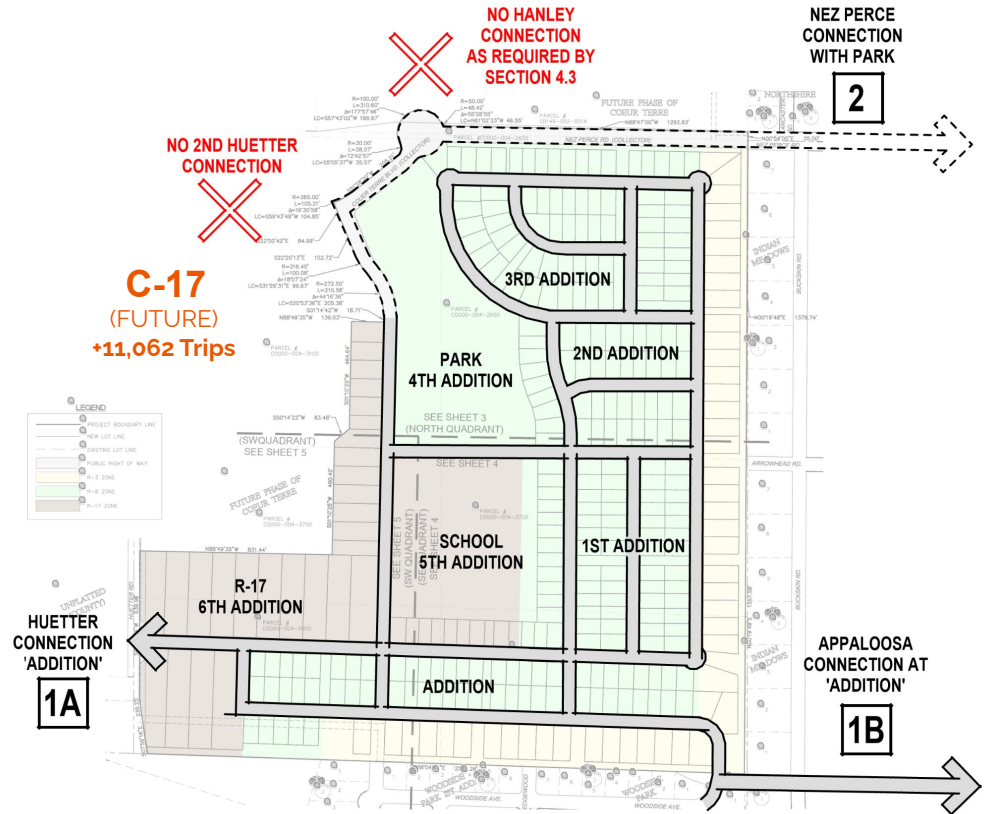
Fact A13 (Street Network)

The street design contradicts DA § 4.3:
"...shall design and construct the connections with traffic calming features to discourage speeding and, to the greatest extent reasonably possible, through-traffic, and to ensure designs that encourage traffic originating in Coeur Terre to exit onto W. Hanley Ave. and N. Huetter Rd. instead of to the east."

The plat creates a 2-to-1 eastern exit bias.
2 exits through Indian Meadows/1 exit to Huetter.

TIA projects **50% of traffic goes** through Indian Meadows. **No connection to Hanley is provided.**

The Staff claims that no direct connections to the future C-17 zone design "limits through-traffic," yet the zone is specifically excluded from Coeur Terre 2. Therefore, it cannot be used as justification.
"CT2 Staff Report, "Additional Details", Streets commentary



Fact A19 (Phasing & Capacity Cliff)

Coeur Terre 2: Phasing Exhibit

Diagram based on fig. 2, Coeur Terre 2 Preliminary Plat

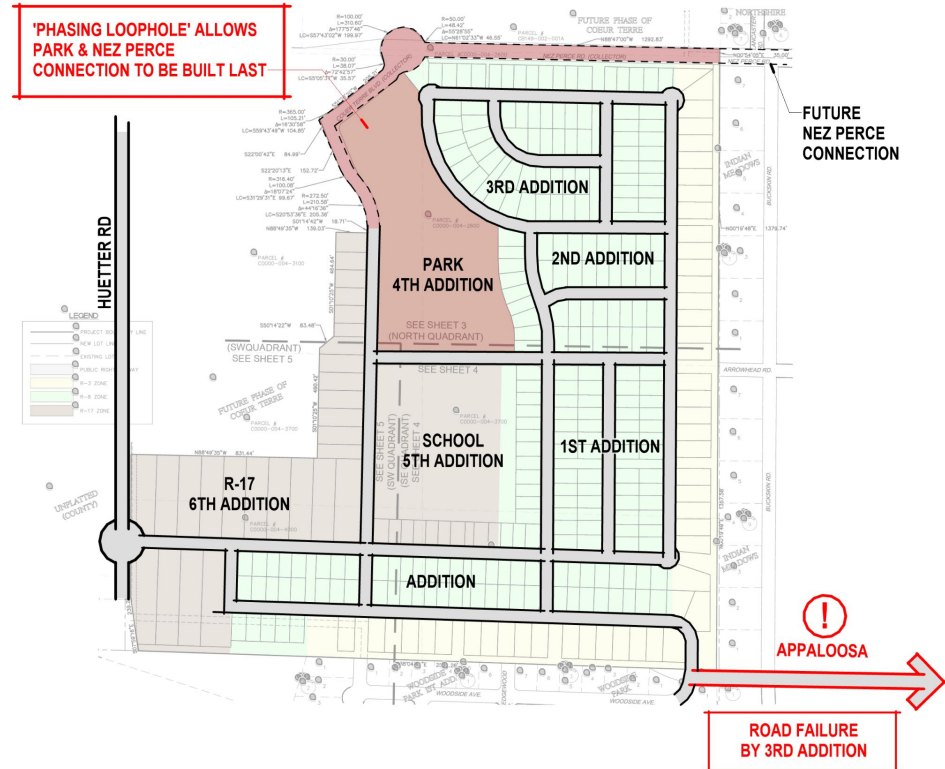
The "Capacity Cliff":

Immediate Traffic Surges +
Delayed Infrastructure =
Neighborhood Road Failure.

Development to the 3rd Addition creates
a "capacity cliff" by front-loading traffic
on Appaloosa before the Nez Perce
connection opens.

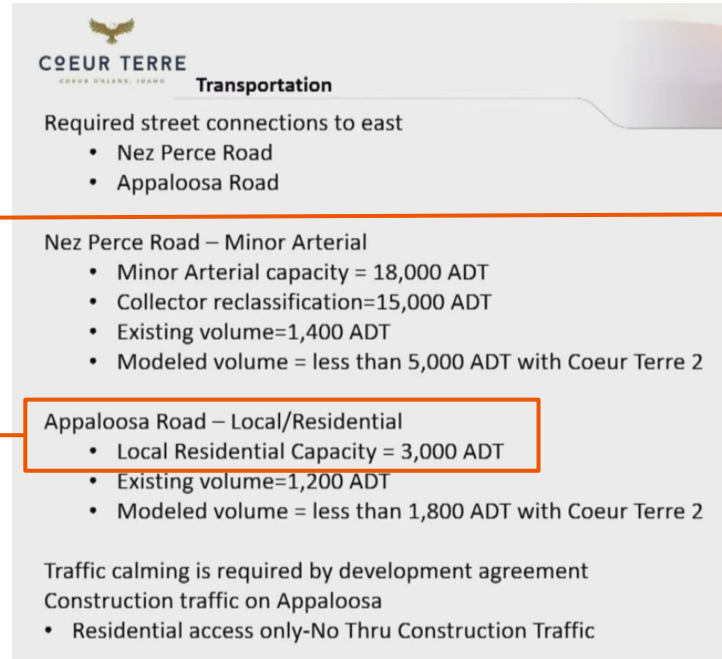
Per CivTech at the 7/14/26 P&Z
commission hearing, **Appaloosa Road**
has a physical limit of 3,000 daily trips.

If the Nez Perce connection is delayed after
the 3rd Addition, **Appaloosa's capacity will
be exceeded by local and regional
cut-through traffic indefinitely, resulting the
failure of the existing road network.**



Fact A19 (Phasing & Capacity Cliff)

Coeur Terre 2 P&Z Presentation (7/14/26)



The slide features the Coeur Terre logo at the top left, with the word 'Transportation' in a bold font to its right. Below this, the text 'Required street connections to east' is followed by a bulleted list: 'Nez Perce Road' and 'Appaloosa Road'. Further down, the heading 'Nez Perce Road – Minor Arterial' is followed by a bulleted list: 'Minor Arterial capacity = 18,000 ADT', 'Collector reclassification=15,000 ADT', 'Existing volume=1,400 ADT', and 'Modeled volume = less than 5,000 ADT with Coeur Terre 2'. Below this, the heading 'Appaloosa Road – Local/Residential' is followed by a bulleted list: 'Local Residential Capacity = 3,000 ADT', 'Existing volume=1,200 ADT', and 'Modeled volume = less than 1,800 ADT with Coeur Terre 2'. At the bottom, the text 'Traffic calming is required by development agreement' and 'Construction traffic on Appaloosa' is followed by a bulleted list: 'Residential access only-No Thru Construction Traffic'.

Coeur Terre
TRANSPORTATION

Required street connections to east

- Nez Perce Road
- Appaloosa Road

Nez Perce Road – Minor Arterial

- Minor Arterial capacity = 18,000 ADT
- Collector reclassification=15,000 ADT
- Existing volume=1,400 ADT
- Modeled volume = less than 5,000 ADT with Coeur Terre 2

Appaloosa Road – Local/Residential

- Local Residential Capacity = 3,000 ADT
- Existing volume=1,200 ADT
- Modeled volume = less than 1,800 ADT with Coeur Terre 2

Traffic calming is required by development agreement
Construction traffic on Appaloosa

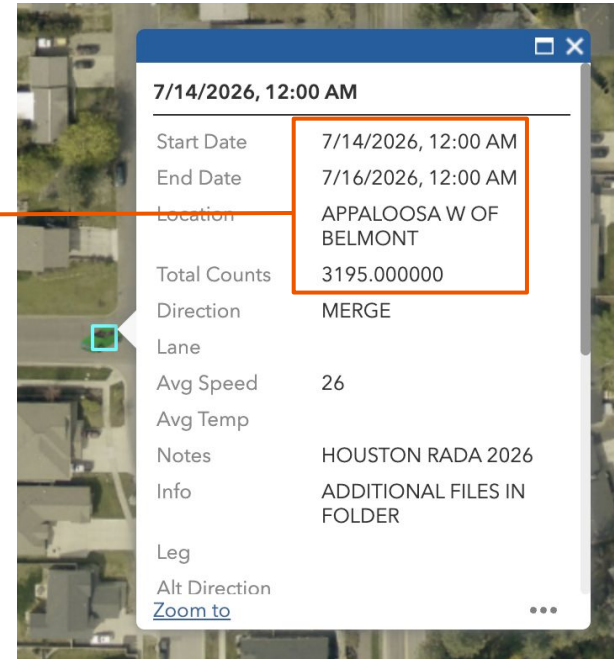
- Residential access only-No Thru Construction Traffic

7/16/26 Traffic Counts
**Existing Appaloosa
Volume is 1,598 ADT**

Per CivTech presentation
**Appaloosa max capacity
is 3,000 ADT**

**Note: Total CT 2 volume
through neighborhoods
is ~4,200 ADT**

Appaloosa Existing Traffic Counts (7/16/26)



The screenshot shows a data entry window for traffic counts. The title bar reads '7/14/2026, 12:00 AM'. The data is organized into a table with two columns: a label column and a value column. The values in the value column are highlighted with an orange border. The data includes: Start Date (7/14/2026, 12:00 AM), End Date (7/16/2026, 12:00 AM), Location (APPALOOSA W OF BELMONT), Total Counts (3195.000000), Direction (MERGE), Lane, Avg Speed (26), Avg Temp, Notes (HOUSTON RADA 2026), Info (ADDITIONAL FILES IN FOLDER), Leg, and Alt Direction (Zoom to). The background of the window shows an aerial view of a residential area with a green square highlighting a specific location.

7/14/2026, 12:00 AM	
Start Date	7/14/2026, 12:00 AM
End Date	7/16/2026, 12:00 AM
Location	APPALOOSA W OF BELMONT
Total Counts	3195.000000
Direction	MERGE
Lane	
Avg Speed	26
Avg Temp	
Notes	HOUSTON RADA 2026
Info	ADDITIONAL FILES IN FOLDER
Leg	
Alt Direction	Zoom to

Fact A19 (Phasing & Capacity Cliff)

Coeur Terre 2: Phasing Exhibit

Diagram based on fig. 2, Coeur Terre 2 Preliminary Plat

Scenario: Development stalls after 3rd Addition.

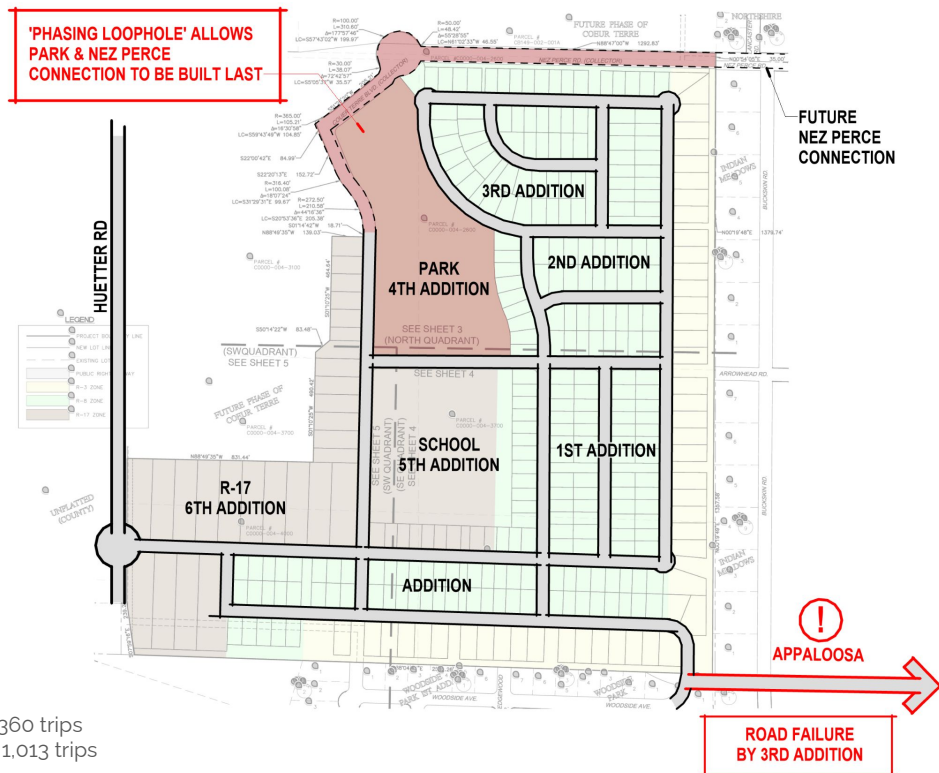
Appaloosa Capacity:	3,000 Trips
Existing Traffic:	-1,598 trips
3rd Addition (293 units)	-1,360 trips*
Margin of Error:	Only 42 Trips

(Note: This margin is erased when factoring in regional growth and by-right ADUs).

THE "CONCEPTUAL" PHASING LOOPHOLE:

Phasing is "conceptual" and reorderable. The 199-acre trigger for the park & Nez Perce Road (4th Addition) is not reached in Coeur Terre 2 (CT1 & 2 = 190.5 acres).

RESULT: The applicant can skip the 4th Addition, build all 506 homes, and dump 100% of all eastbound traffic onto Appaloosa (~5,800 trips)!



*293 Units @ 9.28 Trips (ITE210) = 2,720 trips. 2,720 x 0.5 (50% Appaloosa) = 1,360 trips

** 293 ADUs @ 6.91 Trips (ITE220) = 2,025 trips. 2,025 x 0.5 (50% Appaloosa) = 1,013 trips

Fact A21 (Concurrency)

The finding disregards 2045 Kootenai Metropolitan Planning Organization (KMPO) 2045 regional traffic modeling.

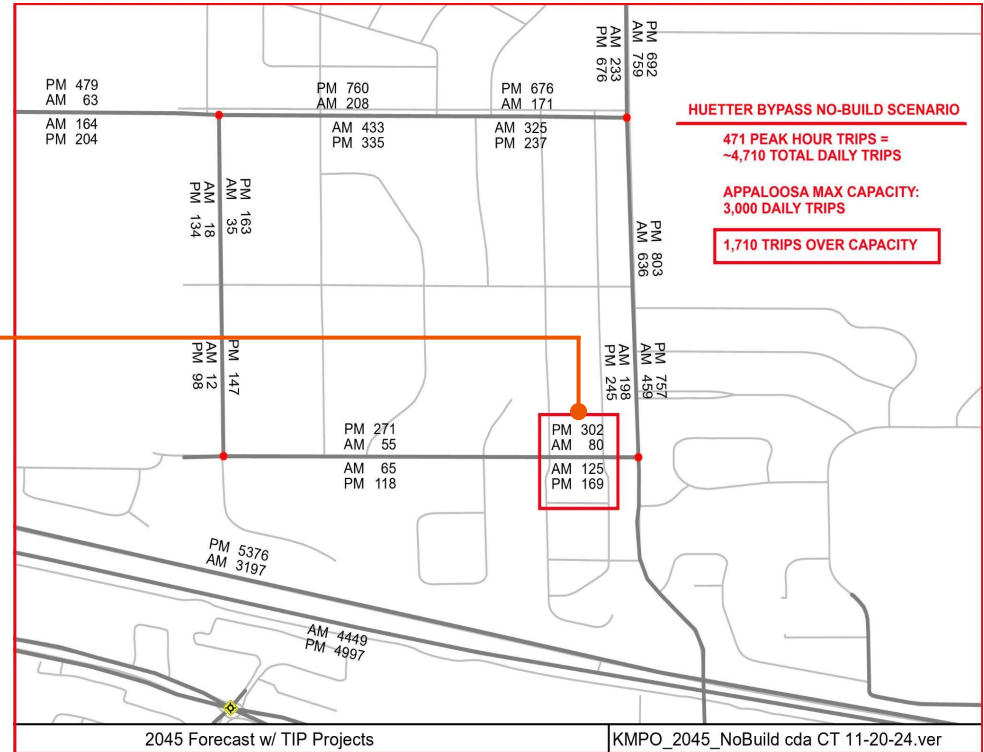
KMPO regional traffic modeling analyzes current traffic patterns and predict future roadway needs.

KMPO modeling (11/20/24) projects Appaloosa Road will receive up to **4,700 daily trips** in 2045. **Appaloosa will be 57% over capacity.**

Deferring safety to future "periodic concurrency studies" is a fatal error. By the time a study confirms failure, the homes are built and engineering options are gone.

The question is not if Appaloosa will fail, but how soon will it fail?
What will the city do when it does?

KMPO 2045 Regional Traffic Model: No Huetter Bypass Scenario



A Better Path Forward

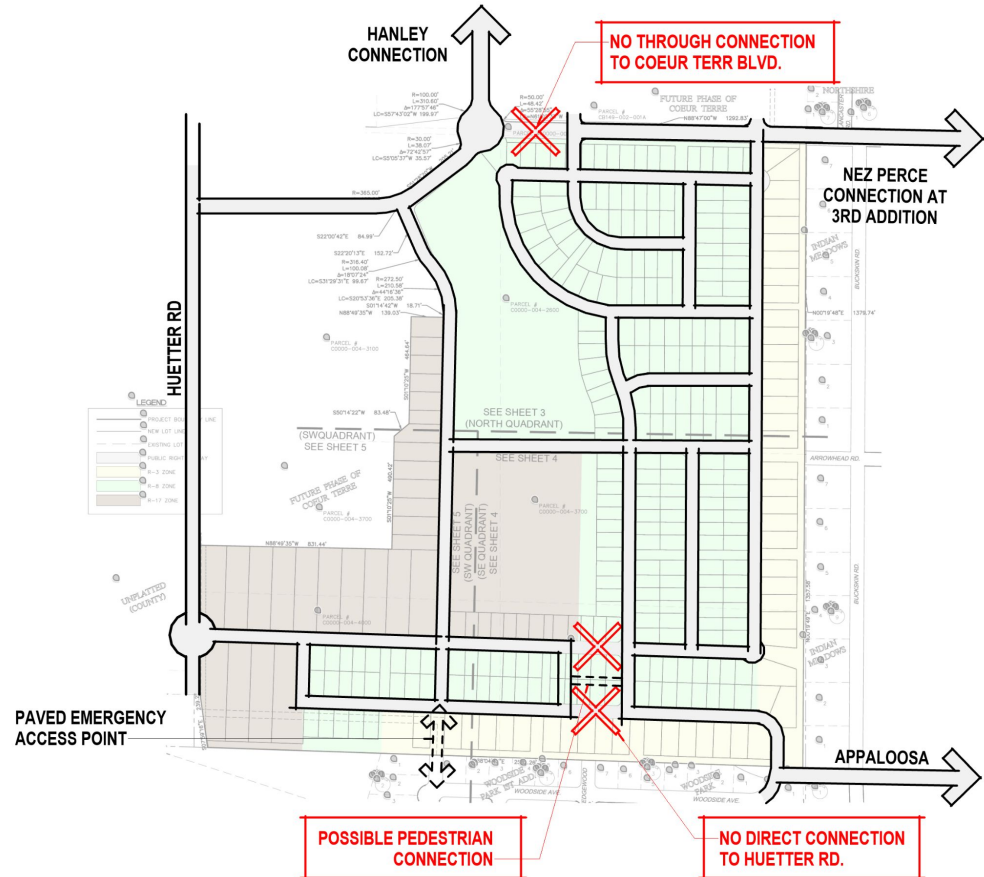
A Potential Solution

Simple internal street realignments can satisfy the DA § 4.3 mandate to discourage eastern through-traffic.

Remove the Straight-Shots: Remove the direct through-connection from Nez Perce Rd. to Coeur Terre Blvd.

Interrupt the Grid: Disconnect Halide Ave. and Feldspar Ave. from directly feeding into the Huetter connection.

This internal geometry actively encourages traffic westward toward Hanley and Huetter, rather than funneling regional cut-through traffic into Indian Meadows.



Requested Action

Revise Internal Connections

Require revisions to the internal street network to eliminate the eastern-exit bias and discourage through traffic.

Require Revised Traffic Modeling

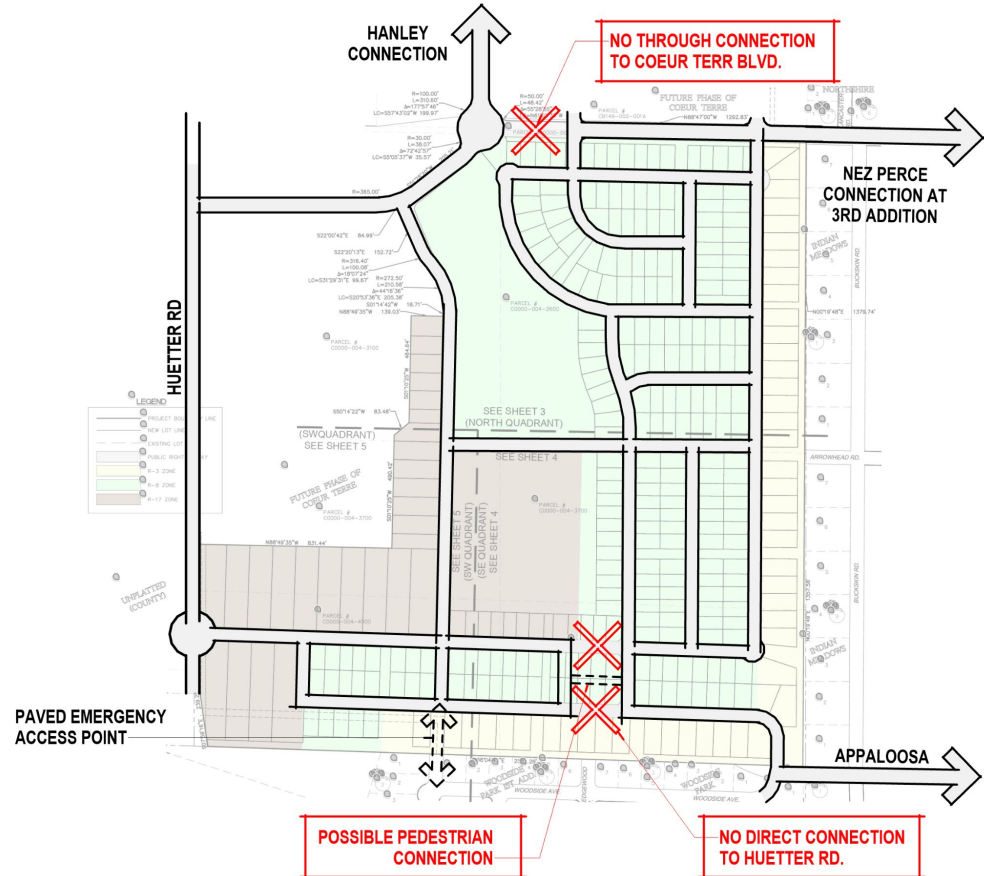
Require updated TIA and KMPO models, factoring in realistic build timelines and by-right ADUs, to prove residential roads and intersections will not fail.

Require Safe Phasing

Require the Nez Perce connection to be fully operational prior to the issuance of the 225th Coeur Terre 2 residential building permit to prevent Appaloosa Rd. from failing.

Protect Taxpayer Liability

Require the City to secure funding and plans for safety improvements *before* opening residential connections, shielding existing homeowners from out-of-pocket sidewalk installation costs.



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

S-2-26AA

INTRODUCTION

This matter came before the City Council on August 31, 2026, to consider S-2-26AA, an administrative appeal of the Planning and Zoning Commission's approval of a preliminary plat to subdivide +/- 202 acres into 284 single-family and 36 multi-family lots, a public park, a public school site, and associated non-buildable tracts on property zoned R-3, R-8, and R-17, known as Coeur Terre 2 Subdivision. Pursuant to Municipal Code § 16.25.050(A), the City Council is holding a de novo hearing on the applicant's subdivision request.

APPELLANT: Madelyn Knutson

APPLICANT: Connie Krueger, AICP

OWNER: LREV 33, LLC through LREV 39, LLC (Lakeside Companies)

LOCATION: Property located in the southern portion of the Coeur Terre master planned community, north of W. Woodside Ave., south of the future W. Nez Perce Rd. extension, east of N. Huetter Rd., and West of N. Buckskin Rd.

A. FINDINGS OF FACT:

The City Council finds that the following facts, A1 through A26, have been established on a more probable than not basis, as shown on the record before it, and on the testimony and exhibits presented at the public hearing. The testimony was conflicting and the City Council determines that the more credible and convincing evidence establishes the following:

- A1.** Planning and Zoning Commission Public Hearing: The Planning and Zoning Commission held a public hearing on this matter on July 14, 2026, and considered testimony and evidence presented on the record and at the hearing.
- A2.** Planning and Zoning Commission Public Hearing Notice - Publication: Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on June 27, 2026, seventeen days prior to the hearing.
- A3.** Planning and Zoning Commission Public Hearing Notice - Posting: Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). Four notices were posted on the property on July 7, 2026, seven days prior to the hearing.
- A4.** Planning and Zoning Commission Public Hearing Notice - Mailing: Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). One hundred and fifty-one (151) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on June 24, 2026.
- A5.** Planning and Zoning Commission Public Hearing Notice — Political Subdivisions & Pipeline Companies: Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in

charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts on June 24, 2026. Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b). The Notice was sent to pipeline companies providing services within 1,000 feet of the subject property on June 24, 2026.

- A6.** Property Location and Size: The Coeur Terre 2 preliminary plat boundary encompasses approximately 202.01 gross acres (126.351 developable acres) in the southern portion of the Coeur Terre Master Planned Community, north of Interstate 90 on the west side of Coeur d'Alene.
- A7.** Zoning: The subject property is zoned R-3 (20.185 acres), R-8 (74.844 acres including park lot), and R-17 (30.428 acres including the school lot).
- A8.** Proposed Density by Zoning District: R-3 at 2.4 du/acre (max 3 du/acre), R-8 at 3.2 du/acre (max 8 du/acre), and R-17 at 7.3 du/acre (max 17 du/acre). All proposed densities are within the maximums permitted by the underlying zoning and the Development Agreement.
- A9.** Lot Size and Frontage: R-3 lots meet the minimum 11,500 sq. ft. lot size and 75-ft. frontage. R-8 lots meet the minimum 5,500 sq. ft. lot size and 50-ft. frontage. R-17 lot sizes and frontages vary, but all meet the minimum zoning performance standards of a minimum of 7,500 sq. ft and 50-ft. frontage. All lots front on public streets.
- A10.** No Design Deviations: The applicant is not requesting any deviations from City Subdivision Code standards. The Coeur Terre 2 Subdivision request is not associated with a Planned Unit Development and is therefore only subject to the Subdivision Findings.
- A11.** Subdivision Application Checklist: The applicant has submitted a completed Chapter 16.15 Subdivision Design Standards checklist indicating compliance with each applicable standard, including street and path conformance, continuity of the street network, local street design, pedestrian connectivity, and all other applicable design standards.
- A12.** Traffic Impact Analysis (TIA): A TIA prepared by CivTech (April 2026) evaluated 2030 and 2035 horizon conditions. Project improvements (100% developer responsibility) include the Huetter Road/Access A roundabout and the Huetter/Mullan northbound left-turn lane addition, both of which are in the Post Falls Highway District. These improvements are anticipated to be completed by 2030. The TIA also identifies additional proportionate-share system improvements, such as turn lane extensions to ease congestion, to be completed by the City.
- A13.** Internal Street Network: The proposed street system is designed to align with the Master Plan and Development Agreement. The internal street network avoids creating a direct route through the subdivision to discourage through-traffic. Stop-controlled intersections will be identified on the construction plans with school safety and traffic flow in mind. Collector streets include Coeur Terre Boulevard and Nez Perce Road. Street alignments, intersection geometry, grades, rights-of-way, and easements are designed to City standards.
- A14.** Pedestrian and Bicycle Facilities: Sidewalks are proposed throughout the development. Perimeter trail systems include a 12-foot asphalt multi-use path along the eastern boundary and a 10-foot asphalt path along the southern boundary. Mid-block walkway tracts are provided where block lengths exceed 600 feet.
- A15.** Public Utilities: Water systems include distribution mains sized for fire flow and spacing

standards. Sewer systems connect to the municipal system. Stormwater management is via on-site infiltration with water quality treatment. All utilities are designed to City standards.

- A16.** Appaloosa Trunk Main: Shall be extended prior to the 454th equivalent residential unit (ERU) connection per Development Agreement Section 3.2.1.3, as amended.
- A17.** Community Park: A 12.309-acre centrally located community park lot is proposed with baseline improvements. The park lot and improvements shall be dedicated to the City per Development Agreement Section 4.7.2.
- A18.** Public School Site: A 10.065-acre lot is designated for an elementary school, to be donated to the Coeur d'Alene School District pursuant to a Memorandum of Understanding (Exhibit F of the Development Agreement).
- A19.** Phasing: The Coeur Terre 2 subdivision is proposed in seven phases: Addition (87 units), 1st Addition (90), 2nd Addition (47), 3rd Addition (69), 4th Addition (park lot), 5th Addition (school lot), and 6th Addition (27 lots / 213 units), with phasing flexibility allowed per the Development Agreement.
- A20.** Affordable Housing: A minimum of 26 affordable/workforce housing units (approximately 5% of total units) are proposed. The Development Agreement commits the applicant to providing affordable housing as part of the Master Planned Community.
- A21.** Concurrency Analysis: The applicant has submitted a Concurrency Analysis Matrix (Appendix A to the project narrative), evaluating the proposed preliminary plat against each applicable term of the Development Agreement (Sections 1.3, 1.4, 1.5, 1.6, 1.7, 2.3, and 17.7, as described in the matrix). The matrix confirms each term is satisfied for Coeur Terre 2, consistent with Development Agreement.
- A22.** Appeal: An appeal of the Planning and Zoning Commission's July 14, 2026 decision was timely filed with the Planning Director on July 24, 2026, which is within fifteen (15) days of the decision, pursuant to Municipal Code § 16.25.050(A). Pursuant to Municipal Code § 16.25.050(B). The City Council is holding a de novo public hearing on the proposal on August 31, 2026.
- A23.** City Council Hearing Notice — Publication: Notice of the August 31, 2026 City Council public hearing was published in the Coeur d'Alene Press, the official newspaper of the City, on August 14, 2026, which is more than fifteen (15) days prior to the hearing, in compliance with Municipal Code § 17.09.120(B) and Idaho Code § 67-6509(a).
- A24.** City Council Hearing Notice — Posting: Notice of the public hearing was posted by the appellant on the subject property on August 15, 2026, which is more than the required one (1) week prior to the hearing, in compliance with Municipal Code § 17.09.120(B).
- A25.** City Council Hearing Notice — Mailing: Notice of the public hearing was mailed to 152 property owners of record within three hundred feet (300') of the external boundaries of the subject property on August 12, 2026, in compliance with Municipal Code § 17.09.120(B).
- A26.** City Council Hearing Notice — Political Subdivisions: (include only if political subdivision notices went out for this hearing — confirm) Notice of the public hearing was sent to all political subdivisions providing services within the planning jurisdiction, including School Districts #271 and #273, at least fifteen (15) days prior to the public hearing, in compliance with Idaho Code § 67-6509(a).

(The City Council should add other facts here which it finds are relevant to its decision.)

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the City Council makes the following Conclusions of Law.

- B1.** That all of the general plat requirements **(have) (have not)** been met as attested to by the City Engineer.
- B2.** That the provision for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities **(are) (are not)** adequate.
- B3.** That the proposed plat **(does) does not)** comply with all of the requirements of the subdivision design standards (contained in Municipal Code Chapter 16.15) and all of the subdivision improvement standards (contained in Municipal Code Chapter 16.40).
- B4.** The lots proposed in the plat **(do) (do not)** meet the requirements of the applicable zoning districts.

C. DECISION

The City Council, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the preliminary plat **(does) (does not)** comply with the required evaluation criteria, and the request should be **(approved with conditions) (approved without conditions) (denied) (denied without prejudice) (deferred until the next scheduled hearing in order to review additional information that it deems necessary in order to render a final decision).**

PROJECT CONDITIONS:

Recommended conditions:

Fire:

1. Landscaping must not cover or hide fire protection systems such as fire hydrants, FDC's or PIV's.
2. Secondary means of egress shall be constructed and accepted by the City prior to the issuance of building permits for more than 30 single-family dwellings or more than 200 multi-family dwelling units as required by the International Fire Code (IFC). This includes emergency access to Woodside Park which is currently out of compliance with IFC.
3. Minimum fire department access road width is 20' for buildings up to 30' in height and 26' for buildings over 30' in height.
4. No parking on roadways less than 26' in width.

Planning:

5. NEW: Lot 245 shown in the 3rd Addition must extend the buffer on the north side of the proposed parcel to ensure a double frontage lot is not created.
6. The 12-acre park site shall be designated as a tract when the final plat is recorded in anticipation of a future City asset.
7. A homeowner's association (HOA) will be required to ensure the perpetual maintenance of private open space/connectivity tracts, stormwater assets, and all other private common areas.
8. Open space/stormwater tracts associated with the phasing must be completed or bonded for (at 150%) as specified by the Development Agreement, or at the time of plat recordation, whichever comes first.
9. The applicant must provide current counts for all homes and rental units in Coeur Terre to ensure the 5% affordable/workforce housing requirement is met.

Wastewater:

10. An unobstructed City-approved "all-weather" access shall be required over all public sewers.

11. All public sewer plans require IDEQ or QLPE Approval prior to construction.
12. Sewer Policy #716 requires all legally recognized parcels within the City to individually connect and discharge into (1) public sewer connection.
13. Any utility easement for the public sewer shall be dedicated to the City prior to building permits.
14. Coeur Terre Surcharge Fees will be applied as well as all applicable Sewer Cap Fees at time of building permit.
15. The Appaloosa Trunk Main must be upsized prior to 454th ERU or as required by the City Wastewater Department.
16. ERU tracking and construction timing/phasing must be timely reported to the Wastewater utility.

Water:

17. Relocation of Existing 24" Transmission Main (Nez Perce): The existing 24" transmission main currently located in Nez Perce will need to be relocated. The final alignment has not yet been determined and must be coordinated with the City and design engineers.
18. Timeline for Relocation: The relocation must be planned and completed prior to any construction activity. All work related to relocation must occur during the off-season (non-peak demand period) to avoid service impacts.
19. Design Requirement: Detailed design work is required for the transmission main relocation. No construction may begin until the design is complete and approved.
20. Hydraulic Study (JUB Engineering): JUB must complete a hydraulic study to confirm:
 - a. The new line and proposed well are adequately sized
 - b. Supply is sufficient for projected demand
 - c. Whether an additional well or water tank is necessary as stated in the water dep comp plan.
21. Service Connections: No individual services will be allowed on the transmission main.
22. Timing of Main Activation: The relocated transmission main must be activated only during the off-season to minimize risk during high-demand periods.
23. **Secondary Irrigation System Requirements:**

If a separate irrigation system is proposed:

 - A certified operator is required to manage it
 - The irrigation provider must be registered with 811
 - Separation of potable and non-potable lines must follow DEQ standards (minimum 10-foot horizontal separation) and any lots that have access to auxiliary water will be required to have an approved RPBA installed on the supply line immediately downstream of the water meter.
 - All irrigation valves must be clearly marked to identify the system.
24. Tree Setbacks: A 10-foot minimum separation is required between trees and all water infrastructure.
25. Tie-In at W. Arrowhead Rd.: A system tie-in is needed on W. Arrowhead Rd. To facilitate this, Lot 33 must be shifted north to create an open space between Lots 32 and 33.
26. W. Woodside Ave. Transmission Main & PRV on N. Hutter Rd.:
 - The transmission main exiting W. Woodside must be relocated to accommodate the new layout.
 - The Pressure Reducing Valve (PRV) on N. Hutter Rd. must also be relocated to function correctly with the updated pressure zones and development layout.
27. Abandonment of Unused Stubs: Any unused water stubs out of W. Woodside Ave. must be abandoned at the main.
28. Design Submittals for Hydraulic Review: All water system designs must be submitted to JUB for review to determine:
 - Adequate incoming water supply

- The need for an additional well
 - The need for a storage tank
27. Easements
- Provide a minimum 20-foot easement centered over the water main or 30-foot combined sewer and water easement where applicable.
28. Development Water Study Compliance
- Contractor is required to complete all upgrades and requirements identified in the Lakeside Development Water Study.

Parks:

29. The 12.3-acre community park and the supporting parking lot shall be designed in a joint effort between the developer and the Parks Department at the time of development per the Development Agreement (199th acre) or by phasing, whichever comes first.

Engineering:

30. As described in the Traffic Impact Assessment (TIA), the developer will be responsible for adding a left turn lane on Huetter Road at Mullan Road and a roundabout at Access A (Halide Ave).

(The City Council may include additional conditions.)

Motion by Councilmember , seconded by Councilmember , to adopt the foregoing Findings and Order and (approve with conditions) (approve without conditions) (deny) (deny without prejudice) (defer action on the request until the next scheduled hearing in order to review additional information that it deems necessary in order to render a final decision).

ROLL CALL:

EVANS	Voted	(Aye) (Nay)
GABRIEL	Voted	(Aye) (Nay)
MILLER	Voted	(Aye) (Nay)
ENGLISH	Voted	(Aye) (Nay)
WOOD	Voted	(Aye) (Nay)
SHECKLER	Voted	(Aye) (Nay)

Motion to (approve with conditions)(approve without conditions)(deny)(deny without prejudice) (defer action until the next scheduled hearing) carried by a to vote.