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**CITY COUNCIL  
MEETING AGENDA**

**January 4, 2022  
6:00 PM**

**Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854**

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**REGULAR MEETING – 6:00 pm City Council Chambers**

**CALL TO ORDER BY MAYOR JACOBSON**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

Kerri Thoreson, Alan Wolfe, Joe Malloy, Steve Anthony, Lynn Borders, Linda Wilhelm

**AMENDMENTS TO THE AGENDA**

*Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.*

**DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS**

*The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.*

**1. CONSENT CALENDAR**

*The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.*

**ACTION ITEMS:**

- a. Minutes – December 21, 2021 City Council Meeting
- b. Payables – December 14, 2021 – December 27, 2021
- c. Boyd's Landing Subdivision Master Development Agreement, Annexation Agreement, Easement, and Right-of-Way
- d. Disposal of 45 Motorola Radios from the Police Department
- e. Greensferry Glenn Subdivision Master Development Agreement
- f. Post Falls Baptist Church Zone Change Reasoned Decision
- g. Northshore District Subdivision and PUD Request for Reconsideration

**2. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS**

*This section of the agenda is to continue consideration of items that have been previously discussed by the City Council and to formally adopt ordinances and resolutions that were previously approved by the Council. Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws*

*which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements.*

**ACTION ITEMS:**

- a. Ordinance – Pointe Partners Easement Vacation VACA-0003-2021
- b. Ordinance – Boyd Annexation ANNX-0005-2021

**3. CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:**

- a. Swearing in of Ronald G. Jacobson as Mayor
- b. Swearing in of Kenny Shove, Josh Walker, Nathan Ziegler to the City Council
- c. Election of City Council President **ACTION ITEM**

**4. PUBLIC HEARINGS**

*There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.*

**ACTION ITEMS:**

**5. NEW BUSINESS**

*This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business, however, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary.*

**ACTION ITEMS:**

**6. CITIZEN ISSUES**

*This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.*

**7. ADMINISTRATIVE / STAFF REPORTS**

*This portion of the agenda is for City staff members to provide reports and updates to the Mayor and City Council regarding City business as well as responses to public comments. These items are for information only and no final action will be taken.*

## 8. MAYOR AND COUNCIL COMMENTS

*This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.*

## 9. EXECUTIVE SESSION

*Certain City-related matters may need to be discussed confidentially subject to applicable legal requirements; the Council may enter executive session to discuss such matters. The motion to enter into executive session must reference the specific statutory section that authorizes the executive session. No final decision or action may be taken in executive session.*

**ACTION ITEM (To enter into executive session only):**

## RETURN TO REGULAR SESSION

## ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel (<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

Councilors: Kerri Thoreson, Nathan Ziegler, Joe Malloy, Josh Walker, Lynn Borders, Kenny Shove

### Mission

The City of Post Falls mission is to provide leadership, support common community values, promote citizen involvement and provide services which ensure a superior quality of life.

### Vision

Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

"Where opportunities flow and community is a way of life"

## Calendar of Meetings & Event

Dec 31		<b>City Business Offices are Closed in Observance of New Year's Day</b>
Jan 1		<b>New Year's Day</b>
Jan 4	6:00 pm	<u>City Council</u>
Jan 11	6:00 pm	Planning & Zoning Commission
Jan 17		<b>City Business Offices are Closed in Observance of Martin Luther King Jr Day</b>
Jan 18	5:00 pm	<u>City Council Workshop</u>
Jan 18	6:00 pm	<u>City Council</u>
Jan 20	9:00 am	Urban Renewal Agency
Jan 25	6:00 pm	Parks & Recreation Commission
Feb 1	6:00 pm	<u>City Council</u>
Feb 8	6:00 pm	Planning & Zoning Commission
Feb 15	5:00 pm	<u>City Council Workshop</u>
Feb 15	6:00 pm	<u>City Council</u>
Feb 17	9:00 am	Urban Renewal Agency
Feb 21		<b>City Business Offices are Closed in Observance of Presidents' Day</b>



# Post Falls City Council Meeting

## January 4<sup>th</sup>, 2022

### Council Agenda Memorandum

**TO:** Mayor Ron Jacobson  
Council President Linda Wilhelm  
Councilors Kerri Thoreson, Steve Anthony,  
Joe Malloy, Alan Wolfe, Lynn Borders  
New Councilors Nathan Ziegler, Josh Walker,  
Kenny Shove  
Legal Counsel Warren Wilson

**FROM:** Shelly Enderud, City Administrator

**CC:** Department Heads

#### 1. Consent Calendar

- c. Boyd's Landing Subdivision Master Development Agreement, Annexation Agreement, Easement, and Right-of-Way – The Planning division requests approval of the agreements, easement, and right-of-way for the 11.86 acre property to be annexed and subdivided into 43 Single-Family (R-1) lots. The property is located north of Bogie Drive between Greensferry Road and Cecil Road. The annexation and zoning were approved at the July 20<sup>th</sup>, 2021 Council public hearing. The subdivision was approved at the Planning and Zoning Commission's August 10<sup>th</sup>, 2021 public hearing. If approved, the Mayor will sign the provided documents.
- d. Disposal of 45 Motorola Radios from the Police Department – Lieutenant Brantl requests approval to dispose of 45 Motorola XTL mobile UHF radios that were removed from patrol cars. They are no longer supported by Motorola.
- e. Greensferry Glenn Subdivision Master Development Agreement – The Planning Division requests approval of the MDA for the abovementioned subdivision. The applicant has requested to subdivide 9.30 acres into 28 Single-Family Residential (R-1) lots. The request was approved at the April 13<sup>th</sup>, 2021 Planning and Zoning Commission public hearing. If approved, the Mayor shall sign the agreement.
- f. Post Falls Baptist Church Zone Change Reasoned Decision – Planning Staff requests approval of the zone change decision document. The 8.75 acre property zoned Limited Commercial (LC) was requested to be changed to High-Density Multi-Family Residential (R-3). The requested zone change was denied at the December 21<sup>st</sup>, 2021 Council public hearing. If Council accepts the Reasoned Decision, the Mayor shall sign the documents.
- g. Northshore District Subdivision and PUD Request for Reconsideration – Deputy City Attorney Field Herrington presents this Request for Reconsideration on the subdivision and PUD. Council heard the appeal from the Planning and Zoning Commission *de novo*

at the September 13<sup>th</sup>, 2021 special meeting. Council approved the Reasoned Decision accepting the subdivision and PUD on December 7<sup>th</sup>, 2021. Council may now affirm, reverse, or modify the decision. Council may also take no action. Staff recommends affirming the previous decision of City Council in writing.

## 2. Unfinished Business

- a. Ordinance: Pointe Partners Easement Vacation VACA-0003-2021 – This ordinance formalizes the easement vacation approved at the December 7<sup>th</sup>, 2021 Council public hearing. Council may adopt the ordinance or take no action.
- b. Ordinance: Boyd Annexation ANNX-0005-2021 – This ordinance formalizes the annexation approved at the July 20<sup>th</sup>, 2021 Council public hearing. Council may adopt the ordinance or take no action.

## 3. Ceremonies, Announcements, Appointments, Presentation:

- a. Swearing in of Ronald G. Jacobson as Mayor
- b. Swearing in of Kenny Shove, Josh Walker, and Nathan Ziegler to the City Council
- c. Election of City Council President – At its first meeting, the Council must elect a president from its membership. The President presides over council meetings in the absence of the Mayor.

## 4. Public Hearings

## 5. New Business

### Executive Session

No executive session is needed at the time of the writing of this memorandum; however, Council may reserve the right to conduct a session should it see the necessity.



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**CITY COUNCIL  
MEETING MINUTES**

**December 21, 2021  
6:00 PM**

**Location: City Council Chambers, 408 N. Spokane Street, Post Falls, ID 83854**

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**REGULAR MEETING – 6:00 pm City Council Chambers**

**CALL TO ORDER BY MAYOR JACOBSON**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

Kerri Thoreson, Alan Wolfe, Joe Malloy, Lynn Borders, Linda Wilhelm-**Present**  
Steve Anthony- **Excused**

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:**

City Business offices will be closed on Friday, December 24<sup>th</sup> and Friday, December 31<sup>st</sup> in observance of Christmas and New Year's Day.

**AMENDMENTS TO THE AGENDA**

*Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.*

**None**

**DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS**

*The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.*

Wilhelm: I recuse myself from Consent Calendar item f and l

**Motion by Malloy to vote on Consent Calendar items f and l separately.**

**Second by Wolfe.**

**Vote: Wilhelm-Aye, Malloy-Aye, Wolfe-Aye, Thoreson-Aye, Borders-Aye**

**Motion Carried**

**1. CONSENT CALENDAR**

*The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.*

**ACTION ITEMS:**

- a. Minutes – December 7, 2021 City Council Meeting
- b. Payables – November 30, 2021 – December 13, 2021
- c. State of Idaho Annual Street Report for FY 2021
- d. Pleasant View West and North Annexation and Development Agreements, Right-of-Ways, and Easements
- e. Buildright Homes Zone Change Reasoned Decision
- f. Post Falls Landings Smartcode Infill Neighborhood Plan Major Amendment 1 SCA-0001-2021 **Voted on separately**
- g. Montrose 15<sup>th</sup> Addition Subdivision Plat Application
- h. Wildflower Meadows Subdivision – Updated Construction Improvement Agreement
- i. Foxtail 6<sup>th</sup> Addition Subdivision Plat Application
- j. Purchase of a New Vactor Truck with Owen Equipment for the Water Reclamation Division
- k. Quite Ridge (Fair Property) Annexation Agreement and Dedication of Rights-of-Way and Easement
- l. Purchase Agreement for Riparian Rights **Voted on separately**
- m. North Mill One Subdivision Construction Improvement Agreement
- n. Prairie Ave and Spokane St Phase 2 – Avista Utility Agreement
- o. Patriot Business Park Condominiums Plat Application
- p. Updated Wastewater Capacity Replacement Fee Agreement for 620 N. Spokane St.
- q. Montrose 14<sup>th</sup> Addition Subdivision Plat Application
- r. North Mill One Subdivision Master Development Agreement
- s. Greensferry Glenn Annexation Agreement, Right-of-Way, and Easements
- t. Memorandum of Understanding with the Post Falls Highway District for Snow Plowing Efforts on Roadways.

**Motion by Malloy to approve the Consent Calendar as amended.**

**Second by Borders.**

**Vote: Wilhelm-Aye, Malloy-Aye, Wolfe-Aye, Thoreson-Aye, Borders-Aye**

**Motion Carried**

**Motion by Malloy to approve item f and l of the Consent Calendar.**

**Second by Thoreson.**

**Vote: Malloy-Aye, Wolfe-Aye, Thoreson-Aye, Borders-Aye, Wilhelm-Abstain**

**Motion Carried**

## **2. PUBLIC HEARINGS**

*There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.*

### **ACTION ITEMS:**

- a. Post Falls Baptist Church Zone Change RZNE-0009-2021

**Public Hearing Started at 6:04 pm.**

## Staff Report

Jon Manley, Planning Manager presenting: City Council has been requested to approve the rezone of approximately 8.75 acres in the City of Post Falls from Limited Commercial (LC) zoning to the High-Density Multi-Family Residential (R-3) zoning district. City Council will determine if the property should be rezoned and, if so, make a final determination on the appropriate zoning. The approval criteria are:

- a. Amendments to the zoning map should be in accordance with the zoning map.
- b. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.
- c. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
- d. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
- e. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
- f. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

The property to the north is zoned Community Commercial Services (CCS) and contains a storage facility, to the east is other CCS zoning, to the south is the high school, which is zoned R-1 and to the west is R-1 subdivisions. The area is designated Business/Commercial on the future land use map in the comprehensive plan. There is a development agreement contained in the application that limits certificates of occupancy to be withheld for any development on the property until completion of an intersection improvement project for Poleline/Cecil that is scheduled for 2022. High density residential is typically located along roads with higher road classifications and both Poleline and Cecil Rd have higher road classifications.

## Applicant

Drew Dittman, Lake City Engineering representing the Post Falls Baptist Church: The property is located at the intersection of Cecil and Poleline, directly across from the high school. They are asking for a zone change rather than a special use permit because they wish to meet the criteria within that zone. There is still a need for more multi-family developments. There is still a 2 to 2.5 percent vacancy rate in north Idaho, which demonstrates the need for more multi-family housing. This would also help with affordable housing in the community. This is an infill parcel surrounded by residential, school, and storage units.

## Testimony

In Favor

Hayden Anderl: He has been looking for a good piece of land to develop and that this is the first piece of property that he has been able to find in Post Falls after working in the area for 5 years, which demonstrates the lack of multi-family properties in the city. An important consideration for him was that the property meets all the criteria for a zone change making it a good candidate for development. Development for multi-family housing is the highest and best use of the property. Without more supply of housing, the price of housing will continue to go up.

Seth Hohenstreet: He is the pastor of the Post Falls Baptist Church, who is the applicant. Hayden Anderl contacted the church at the same time they had begun to look at options for the property. The property was purchased almost 20 years ago for construction of a church. Since that time, they have merged with another church and they have decided to sell the property to allow the funds to be

used for improvements to their current campus. This is a good thing for the community because it is an infill property that meets the criteria. This will be well planned and designed growth with a local developer. Without a zone change, the property will remain undeveloped because they have no way to develop the property themselves.

Neutral

None

In Opposition

Bob Flowers: He understands that it is for the church, but he does not believe it fits there. What would fit best is R-2 so that you would have homes at this site rather than big, ugly R-3 apartments. Apartments should especially not be allowed across from the school because of all the extra traffic generated by apartments.

Howard Burns: There is no sense in this application. R-3 zoning should not be allowed west of Poleline and it should be kept along Hwy41. It will negatively impact the owner of the storage units to the north. It should remain Limited Commercial and the applicant can request a special use permit for R-2. There isn't a need for more rental properties but there is a need for more homes for sale.

Mike Pelissero: The housing need is for affordable housing not for rental properties. All apartments do is take away the American dream of home ownership. The rents are so high you can't save up for a down payment. Churches are supposed to be for the people, and he questioned why the church has not found a way to create affordable housing on the site and not just make as much money as they can. There is a high school there with young drivers and apartments will have kids that will want to play at the school, and they will damage the school property and kids will start doing things on the school property that they shouldn't be doing.

### **Applicant Rebuttal**

Dittman: The Planning Commission was split on this because of concerns with when the intersection improvements would be completed. The requested zoning is in conformance with anticipated land uses and trip generations within the City's transportation master plan. The zone change is not anticipated to have any negative impacts to the city's transportation network that are not previously identified as being mitigated through the collection of traffic impact fees. R-2 zoning is not the best use for the property, and R-2 does not mean that the project would be affordable.

**Public Hearing Closed at 6:37 pm.**

### **Discussion**

Mayor: I have been involved with the City for 30 years and have heard we need more rooftops to support businesses. We have a ton of rooftops and not a huge increase in businesses. I do not know if building more apartments is the answer. You can look at any property in the city and say multi-family would be the best use. I have real concerns with the traffic that would be there.

Warren Wilson, City Attorney: The only thing that we get to consider is the criteria that we have adopted during the hearing process. Focus your discussion on the criteria.

Malloy: I think the way it is zoned now is fine. I do not think changing to R-3 adds value to the map. It has been brought up that R-3 is a buffer to commercial, well the commercial there is storage units which are lower intensity than what is being proposed. I do not think it fits.

Wolfe: I would point to zone change criteria B. the first page of the Comp Plan says, "to maintain that small town feel". I do not know if it pushes that goal forward. We hear the highest and best use. Highest and best use for who, the landowner or the citizens of Post Falls. I am not in favor.

Thoreson: I do like the no certificate of occupancy till the round a bout is in. one challenge I have with R-3 is the height with the single-family nearby and a 3-story apartment building next door.

Borders: I have the same concern on the height. I think R-2 with affordable housing would fit better with the height.

Wilhelm: I do not think it matters what I think.

**Motion by Wolfe to deny the Post Falls Baptist Church Zone Change  
Second by Malloy.**

**Vote: Malloy-Aye, Wolfe-Aye, Thoreson-Aye, Borders-Aye, Wilhelm-Nay**

**Motion Carried**

### **3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS**

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#### **ACTION ITEMS:**

- a. Ordinance – Buildright Homes Zone Change RZNE-0008-2021

**Motion by Thoreson to place the proposed Ordinance Buildright Homes Zone Change on its first and only reading by title only while under suspension of the rules.**

**Second by Wolfe.**

**Vote: Wolfe-Aye, Thoreson-Aye, Borders-Aye, Wilhelm-Aye, Malloy-Aye**

**Motion Carried**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM INDUSTRIAL (I) TO MEDIUM DENSITY RESIDENTIAL (R2) ZONING DISTRICT. PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THIS CHANGE; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUPERSEDED; AND PROVIDING AN EFFECTIVE DATE;

**Motion by Thoreson to approve Ordinance Buildright Homes Zone Change, and to direct the Clerk to assign the appropriate ordinance number, and that it be published by summary only.**

**Second by Borders.**

**Vote: Thoreson-Aye, Borders-Aye, Wilhelm-Aye, Malloy-Aye, Wolfe-Aye**

**Motion Carried**

- b. Ordinance – Smock Vacation VACA-0001-2021

**Motion by Thoreson to place the proposed Ordinance Smock Vacation on its first and only reading by title only while under suspension of the rules.**

**Second by Malloy.**

**Vote: Thoreson-Aye, Borders-Aye, Wilhelm-Aye, Malloy-Aye, Wolfe-Aye**

**Motion Carried**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF RIGHTS OF WAY SITUATED IN THE NORTH-SOUTH ALLEY IN BLOCK 6, THE EAST-WEST ALLEY IN BLOCK 6 AND A PORTION OF SIXTH STREET ADJOINING THE SOUTHERLY LINE OF BLOCK 6 OF THE PLAT OF SHANKS-BOYD ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH RANGE 5 WEST, BOISE MERIDIAN AS DESCRIBED HEREIN; PROVIDING FOR DISPOSITION OF THE VACATED RIGHT OF WAY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

**Motion by Thoreson to approve Ordinance Smock Vacation, and to direct the Clerk to assign the appropriate ordinance number, and that it be published by summary only.**

**Second by Malloy.**

**Vote: Borders-Aye, Wilhelm-Aye, Malloy-Aye, Wolfe-Aye, Thoreson-Aye**

**Motion Carried**

- c. Ordinance Tullamore 9<sup>th</sup> Zone Change RZNE-0005-2021

**Motion by Thoreson to place the proposed Ordinance Tullamore 9<sup>th</sup> Zone Change on its first and only reading by title only while under suspension of the rules.**

**Second by Malloy.**

**Vote: Wilhelm-Aye, Malloy-Aye, Wolfe-Aye, Thoreson-Aye, Borders-Aye**

**Motion Carried**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM COMMUNITY COMMERCIAL SERVICES (CCS) TO COMMUNITY COMMERCIAL MIXED (CCM). PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THIS CHANGE; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUPERSEDED; AND PROVIDING AN EFFECTIVE DATE;

**Motion by Thoreson to approve Ordinance Tullamore 9<sup>th</sup> Zone Change, and to direct the Clerk to assign the appropriate ordinance number, and that it be published by summary only.**

**Second by Malloy.**

**Vote: Malloy-Aye, Wolfe-Aye, Thoreson-Aye, Borders-Aye, Wilhelm-Aye**

**Motion Carried**

- d. Ordinance – Quite Ridge Annexation (Fair Property)

**Motion by Thoreson to place the proposed Ordinance Quite Ridge Annexation (Fair Property) on its first and only reading by title only while under suspension of the rules.**

**Second by Malloy.**

**Vote: Wolfe-Aye, Thoreson-Aye, Borders-Aye, Wilhelm-Aye, Malloy-Aye**

**Motion Carried**



AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 7.50 ACRES, LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND ZONING THE ANNEXED PROPERTY SINGLE-FAMILY RESIDENTIAL (R-1); PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF;

**Motion by Thoreson to approve Ordinance Quite Ridge Annexation (Fair Property), and to direct the Clerk to assign the appropriate ordinance number, and that it be published by summary only.**

**Second by Malloy.**

**Vote: Thoreson-Aye, Borders-Aye, Wilhelm-Aye, Malloy-Aye, Wolfe-Aye**

**Motion Carried**

e. Resolution – Update to the Fiscal Year 2022 Fee Resolution

WHEREAS, the City of Post Falls annually reviews all fees during the budget process to ensure accuracy; and

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

WHEREAS, the City of Post Falls has determined that the fee schedule be amended to reflect the reasonable cost of providing the services; and

WHEREAS, after public hearing has been held prior to the adoption of this resolution, regarding new and increased city fees, it is deemed by the City Council to be in the best interest of the City of Post Falls and the citizens thereof that the fee schedule be amended to include the new and increased fees which were addressed in the public hearing.

NOW, THEREFORE, Be It Resolved by the Mayor and City Council of the City of Post Falls, Idaho that the following fee schedule, which reflect the new and amended fees and all other fees that have not been amended, be adopted for the City of Post Falls.

**Motion by Thoreson to approve Resolution Update to the Fiscal Year 2022 Fee Resolution.**

**Second by Malloy.**

**Vote: Thoreson-Aye, Borders-Aye, Wilhelm-Aye, Malloy-Aye, Wolfe-Aye**

**Motion Carried**

f. Resolution - Adoption of Collection System Master Plan Amendments and Implementation Policy

WHEREAS, The City of Post Falls undertakes periodic master planning efforts to ensure that the City's current and future public infrastructure needs can be met; and

WHEREAS, The City retained Keller and Associates to assist the City in updating and reevaluating the City's Wastewater Collections Master Plan, Pleasant View Corridor Sewer Study, and Prairie and Idaho Sewer Study; and

WHEREAS, The City Council of the City of Post Falls finds that the Wastewater Collections Master Plan, Pleasant View Corridor Sewer Study, and Prairie and Idaho Sewer Study attached hereto will help ensure that the City's wastewater collection system can continue to meet the needs of residents and businesses in the City of Post Falls and helps to protect the health and safety of the community; and

WHEREAS, the City Council finds that the Wastewater Collections Master Plan, Pleasant View Corridor Sewer Study, and Prairie and Idaho Sewer Study should be adopted to guide present and future design and construction of wastewater collections projects and to help plan for costs associated with the wastewater collection system.

NOW THEREFOR, BE IT RESOLVED by the City Council of the City of Post Falls that the 2019 Wastewater Collections Master Plan, Pleasant View Corridor Sewer Study, and Prairie and Idaho Sewer study collectively attached hereto as Exhibit A are adopted.

**Motion by Thoreson to approve Resolution Adoption of Collection System Master Plan Amendments and Implementation Policy.**

**Second by Malloy.**

**Vote: Borders-Aye, Wilhelm-Aye, Malloy-Aye, Wolfe-Aye, Thoreson-Aye**

**Motion Carried**

g. Resolution – Facilities Needs Assessment

WHEREAS, The City of Post Falls undertakes periodic master planning efforts to ensure that the City's current and future public infrastructure needs can be met; and

WHEREAS, The City retained MAKERS to assist the City in evaluating the current condition of the City's facilities and to plan for future facilities needs in order to meet the needs of City residents and businesses over a 40-year planning horizon; and

WHEREAS, The City Council of the City of Post Falls finds that the Facilities Needs Assessment attached hereto will help guide the City's investments in facilities to ensure that City facilities will continue to meet the needs of the community and to help guide the City's investments in facilities to help ensure that improvements to City facilities are done in an economical manner; and

WHEREAS, the City Council finds that the Facilities Needs Assessment should be adopted to guide present and future financing, design, acquisition, and construction of City facilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Post Falls that the 2021 Facilities Master Plan attached hereto as Exhibit A is adopted.

**Motion by Thoreson to approve Resolution Facilities Needs Assessment.**

**Second by Malloy.**

**Vote: Malloy-Aye, Wilhelm-Aye, Wolfe-Aye, Thoreson-Aye, Borders-Aye**

**Motion Carried**

h. Ordinance – Juvenile Code Update

**Motion by Thoreson to place the proposed Ordinance Juvenile Code Update on its first and only reading by title only while under suspension of the rules.**

**Second by Malloy.**

**Vote: Malloy-Aye, Wolfe-Aye, Thoreson-Aye, Borders-Aye, Wilhelm-Aye**

**Motion Carried**

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO POST FALLS MUNICIPAL CODE SECTIONS 9.28.060 & 9.28.070; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**Motion by Thoreson to approve Ordinance Juvenile Code Update, and to direct the Clerk to assign the appropriate ordinance number, and that it be published by summary only.**

**Second by Malloy.**

**Vote: Wolfe-Aye, Thoreson-Aye, Borders-Aye, Wilhelm-Aye, Malloy-Aye**

**Motion Carried**

- i. Ordinance – Greensferry Glenn Annexation ANNEX-0001-2021

**Motion by Thoreson to place the proposed Ordinance Greensferry Glenn Annexation on its first and only reading by title only while under suspension of the rules.**

**Second by Malloy.**

**Vote: Thoreson-Aye, Borders-Aye, Wilhelm-Aye, Malloy-Aye, Wolfe-Aye**

**Motion Carried**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 10.825 ACRES, WITH THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, TOGETHER WITH, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 51 NORTH, RANGE 5 WEST, BIOSE MERIDIAN, KOOTENAI COUNTY; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

**Motion by Thoreson to approve Ordinance Greensferry Glenn Annexation, and to direct the Clerk to assign the appropriate ordinance number, and that it be published by summary only.**

**Second by Malloy.**

**Vote: Thoreson-Aye, Borders-Aye, Wilhelm-Aye, Malloy-Aye, Wolfe-Aye**

**Motion Carried**

- j. Ordinance - Pleasant View West and North Annexation ANNEX-0006-2020/ANNEX-0008-2021

**Motion by Thoreson to place the proposed Ordinance Pleasant View West and North Annexation on its first and only reading by title only while under suspension of the rules.**

**Second by Malloy.**

**Vote: Borders-Aye, Wilhelm-Aye, Malloy-Aye, Wolfe-Aye, Thoreson-Aye**

**Motion Carried**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ANNEXING APPROXIMATELY 625.99 ACRES, LOCATED IN THAT PORTION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 29, THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 30, THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 31 AND THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 32 ALL IN TOWNSHIP 51 NORTH, RANGE 5 WEST, BIOSE MERIDIAN, KOOTENAI COUNTY, IDAHO; PARCEL 1: THAT PORTION SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 29, AND THE NORTHEAST QUARTER OF SECTION 30, PARCEL 2: A PORTION OF THE

SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 51 NORTH, RANGE 5 WEST, PARCEL 3: A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BIOSE MERIDIAN, KOOTENAL COUNTY, IDAHO AND ZONING THE ANNEXED PROPERTY INDUSTRIAL (I), COMMUNITY COMMERCIAL SERVICES (CCS), COMMUNITY COMMERCIAL MIXED (CCM), RESIDENTIAL MIXED (RM), AND PUBLIC SERVICE (PR) PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

**Motion by Thoreson to approve Ordinance Pleasant View West and North Annexation, and to direct the Clerk to assign the appropriate ordinance number, and that it be published by summary only.**

**Second by Malloy.**

**Vote: Wilhelm-Aye, Malloy-Aye, Wolfe-Aye, Thoreson-Aye, Borders-Aye**

**Motion Carried**

#### **4. NEW BUSINESS**

*This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business, however, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary.*

#### **ACTION ITEMS:**

a. Water Reclamation Facility Upgrade – SCADA Upgrade Agreement

Andrew Arbini, Projects Division Manager presenting: The item presented is an amendment to the professional service agreement with JUB Engineers. This amendment includes programming and support services for the new Tertiary Improvements and a scope to standardize existing infrastructure at the Water Reclamation Facility. In February 2018, JUB commenced design of the Tertiary Improvements project authorized by the city. This project is intended to construct the necessary upgrades to meet the compliance schedule outlined in the City's 2014 discharge permit. Programming of the new Tertiary Improvements project is a requirement for the start-up and operation of the new facility. The complexity and magnitude of the new system required a detailed understanding of the programming needs. In late 2020, JUB developed a programming and controls narrative to guide the Request for Proposal (RFP) process for programming services. Proposals were received by JUB and H2E, Inc., was selected as the most qualified firm. In April of 2021, the City authorized an amendment with JUB, utilizing a portion of the original design contingency in the amount of \$52,990. This amendment authorized JUB and their sub-consultant H2E, Inc., to conduct the Phase 1 Preliminary Engineering and evaluation of the City's existing Supervisory Control and Data Acquisition system (SCADA). The efforts from this work informed the development of the full scope of services. The initial base scope includes programming and support services for the new Tertiary Improvements project. In analyzing the City's existing system, an additional service was recommended by H@E and JUB to standardize the existing infrastructure at the Water Reclamation Facility to match the programming of New Tertiary Improvements. Authorizing the additional scope will allow H@E to perform these services concurrent with the requirements of the tertiary project and will provide a standardized system upon project completion and eliminates the need to address as a separate future project. The financial impact of this work is more than was anticipated at the time of construction contract award. As such, the project budget requires adjusting to accommodate this work. In FY21, Wastewater Capacity Fee revenues exceeded budgeted amounts by over \$1.5M. using a portion of this unanticipated revenue to fund the additional work allows the Tertiary project and other water reclamation projects to proceed on schedule without negatively affecting the overall

financial plan. At the time of contract award, the complete project was estimated at approximately \$45.8M, including a \$2M contingency. Following this adjustment, the revised project budget would be \$46.7M. Programming and support services are estimated to occur between January 2022 and March of 2023, coinciding with the construction and start-up phases of the Tertiary Improvements project.

**Motion by Wolfe to approve the Water Reclamation Facility Upgrade – SCADE Upgrade Agreement. Second by Malloy.**

**Vote: Malloy-Aye, Wolfe-Aye, Thoreson-Aye, Borders-Aye, Wilhelm-Aye**

**Motion Carried**

b. Resolution – Social Media Policy

Warren Wilson, City Attorney presenting: The City of Post Falls is dedicated to enhancing the traditional forms of communication with various constituents using Social Media. This dedication stems from the public's expectations, the capabilities of current technology, and the rapid growth of Social Media use by other governmental entities, all of which serve as a strong indication that Social Media can be used effectively to enhance communications between our local government and the public. The City's use of Social Media is provided as a means of conveying information from the City to its citizens in a limited public forum to facilitate resident involvement, interaction, and feedback related to City programming, services, projects, issues, events, and activities. This policy is to provide guidance and information both to the public, the City and its employees who use Social Media such as Twitter, Facebook, Pinterest, YouTube, Tumblr, Google, and similar platforms. This policy is not intended to address any one particular form of Social Media, rather Social Media in general, as advances of technology will occur and new tools for sharing content will emerge.

WHEREAS, The City of Post Falls ("City") is dedicated to enhancing the traditional forms of communication with various constituents using Social Media. This dedication stems from the public's expectations, the capabilities of current technology, and the rapid growth of Social Media use by other governmental entities, all of which serve as a strong indication that Social Media can be used effectively to enhance communications between our local government and the public; and WHEREAS, The City's use of Social Media is provided as a means of conveying information from the City to its citizens in a limited public forum to facilitate resident involvement, interaction, and feedback related to City programming, services, projects, issues, events, and activities; and WHEREAS, the City Council finds that it is desirable to implement a policy to establish best practices, provide guidance and information for those who use the City's Social Media presence. NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Post Falls that the Social Media Policy attached hereto as Exhibit A is hereby adopted.

**Motion by Malloy to approve Resolution Social Media Policy.**

**Second by Borders.**

**Vote: Wolfe-Aye, Thoreson-Aye, Borders-Aye, Wilhelm-Aye, Malloy-Aye**

**Motion Carried**

c. Resolution - 2021 Personal Policy Changes

Teresa Benner, Human Resources Director presenting: There was a couple of discrepancies since this was sent out. I would like to strike out section 705. On page 2 there is a discrepancy with the changes being made to the comp time balances if exceeding 60 hours.

WHEREAS, The City of Post Falls undertakes periodic updates to the City's adopted personnel policies; and  
WHEREAS, The City's Human Resources Director has recommended changes to Article IV, Hiring Practices, Article VII, Compensation and Benefits, and Article VIII Leave Time; and  
WHEREAS, The City Council of the City of Post Falls finds that the adopting the proposed changes are reasonable and necessary to allow the City to recruit and retain dedicated employees and the ensure fair working conditions and benefits for City employees.  
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Post Falls that the 2021 Personnel Policy attached hereto as Exhibit A is adopted.

**Motion by Malloy to approve the Resolution 2021 Personal Policy Changes with the changes striking on page 4 "Comp time, if available must be used when requesting time off" and replacing it with "If the employee's comp time balance exceeds 60 hours, comp time must be used first when requesting time off until the balance is equal or less than 60 hours and striking section 705.**

**Second by Thoreson.**

**Vote: Thoreson-Aye, Borders-Aye, Wilhelm-Aye, Malloy-Aye, Wolfe-Aye**

**Motion Carried**

## 5. CITIZEN ISSUES

*This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.*

Bob Flowers: Spoke about an apartment complex that plows their snow into the street.

Mike Pelissero: Thank you for your service to the City of Post Falls.

## 6. ADMINISTRATIVE / STAFF REPORTS

*This portion of the agenda is for City staff members to provide reports and updates to the Mayor and City Council regarding City business as well as responses to public comments. These items are for information only and no final action will be taken.*

Mayor: Larry Carstensen from our Urban Renewal Agency has passed away.

## 7. MAYOR AND COUNCIL COMMENTS

*This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.*

Mayor: I want to wish everyone a Merry Christmas. I appreciate Councilor Wilhelm and Wolfe for their service.

Wolfe: Thank you Council, it has been an honor serving with everyone up here. Thank you to the staff. Thank you to the citizens of Post Falls for allowing me to represent them the last 8 years. It has been an awesome opportunity.

Thoreson: I will miss Councilor Wilhelm and Wolfe. I would like to thank Mr. Pelissero, Mr. Burns, and Mr. Flowers who regularly are committed to participate in what we do up here.

## 8. EXECUTIVE SESSION

*Certain City-related matters may need to be discussed confidentially subject to applicable legal requirements; the Council may enter executive session to discuss such matters. The motion to enter into executive session must reference the specific statutory section that authorizes the executive session. No final decision or action may be taken in executive session.*

**ACTION ITEM (To enter into executive session only):**

- a. Idaho Code 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency.

**Motion by Thoreson to enter into Executive Session pursuant to Idaho Code 74-206(1)(c), to acquire an interest in real property which is not owned by a public agency, further that no action will be taken during the session and the session will last no longer than 10 minutes.**

**Second by Malloy.**

**Vote: Wilhelm-Aye, Borders-Aye, Malloy-Aye, Wolfe-Aye, Thoreson-Aye**

**Motion Carried**

Entered Executive Session at 7:33 pm.

Exited Executive Session at 7:37 pm.

**RETURN TO REGULAR SESSION**

**ADJOURNMENT 7:37 PM**

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**Ronald G. Jacobson, Mayor**

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**Shannon Howard, City Clerk**

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel (<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

Councilors: Kerri Thoreson, Alan Wolfe, Joe Malloy, Steve Anthony, Lynn Borders, Linda Wilhelm

**Mission**

The City of Post Falls mission is to provide leadership, support common community values, promote citizen involvement and provide services which ensure a superior quality of life.

**Vision**

Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and

environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

“Where opportunities flow and community is a way of life”



# Post Falls Check Approval



City of Post Falls

Packet: APPKT09163 - Check Run 1.5.22  
 Vendor Set: 01 - Vendor Set 01

Check Date: 12/28/2021

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund: 001 - GENERAL FUND</b>					
Balance Sheet Accounts					
<a href="#">VEN01368</a>	A GROWING PLACE				
APMWB	Check	<a href="#">49836</a>	Refund for Trailhead Damage deposit. T-497 1001-22080		500.00
<a href="#">VEN14539</a>	Boy Scouts of America				
APMWB	Check	<a href="#">12.10.21</a>	Refund for Damage deposit for Trailhead Even001-22080		250.00
<a href="#">VEN08624</a>	HALLMARK HOMES				
APMWB	Check	<a href="#">BOND RELEASE - 8</a>	BOND RELEASE - 849 W. ASHWORTH	001-22115	2,000.00
<a href="#">VEN14468</a>	Louise Way- Rohrbach				
APMWB	Check	<a href="#">49851</a>	Damage deposit Refund processed for Trailhead001-22080		1,000.00
<a href="#">UB*05292</a>	SINCLAIR HOMES				
APMWB	Check	<a href="#">BOND RELEASE - 1</a>	BOND RELEASE - 1702 N. COMPTON	001-22115	2,000.00
<a href="#">VEN11835</a>	SORBONNE HOMES LLC				
APMWB	Check	<a href="#">BOND RELEASE - 2</a>	BOND RELEASE - 2021 W. MALAD	001-22115	2,000.00
<b>Balance Sheet Accounts Total:</b>					<b>7,750.00</b>
Dept: 411 Mayor & Council					
<a href="#">P2420</a>	Post Falls Chamber				
APMWB	Check	<a href="#">65444</a>	Economic Development for the Chamber	001-411.0000.63850	2,500.00
		<a href="#">65302</a>	Speaker of the House Chamber Lunch for Lind	001-411.0000.64010	25.00
		<a href="#">65359 (Revised Bal</a>	Two last minute additions to the State of the Ci	001-411.0000.64010	25.00
<b>Dept 411 Total:</b>					<b>2,550.00</b>
Dept: 414 Finance					
<a href="#">B091</a>	BDS				
APMWB	Check	<a href="#">79219</a>	Delinquency notices	001-414.1445.62170	191.51
		<a href="#">79711</a>	Utility Billing	001-414.1445.62170	4,879.86
				001-414.1445.62190	2,796.42
		<a href="#">79219</a>	Delinquency notices	001-414.1445.62190	191.51
		<a href="#">79453</a>	Utility Billing	001-414.1445.62190	103.00
<a href="#">V040</a>	Office Depot				
APMWB	Check	<a href="#">211642709001</a>	Office Supplies-Community Development	001-414.0000.63060	5.24
		<a href="#">212432936001</a>	Office Supplies- Finance	001-414.0000.63060	170.67
		<a href="#">212431531001</a>		001-414.0000.63060	17.62
<a href="#">VEN12931</a>	Shannon Howard				
APMWB	Check	<a href="#">12232021</a>	ICCTFOA District 1 dues for Jason Faulkner &	001-414.0000.62060	20.00
<b>Dept 414 Total:</b>					<b>8,375.83</b>
Dept: 421 Police					
<a href="#">N276</a>	Access Information Protected				
APMWB	Check	<a href="#">9127817</a>	Shredding services	001-421.0000.68010	58.00
<a href="#">VEN14527</a>	Alentado Training Consultants LLC				
APMWB	Check	<a href="#">1282</a>	Class registration - Torres/Boyle	001-421.0000.64020	590.00
<a href="#">A0001</a>	Alsco				
APMWB	Check	<a href="#">LSPO2476590</a>	Shop uniforms	001-421.4000.72000	12.57
		<a href="#">LSPO2481003</a>		001-421.4000.72000	12.57
		<a href="#">LSPO2478774</a>		001-421.4000.72000	12.57
		<a href="#">LSPO2474337</a>		001-421.4000.72000	12.57
<a href="#">VEN14033</a>	Amerigas Propane LP				
APMWB	Check	<a href="#">3129606259</a>	Propane for Blossom Mtn	001-421.0000.64030	150.25
		<a href="#">3129840474</a>	Propane for Rathdrum Mtn repeater	001-421.0000.64030	835.36
<a href="#">A550</a>	Audiology Research Associates				
APMWB	Check	<a href="#">68451</a>	Hearing test - Leslie	001-421.0000.62260	26.00
		<a href="#">68581</a>	Bi-annual hearing test - Wichman	001-421.0000.62260	26.00

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">68355</a>	Hearing test - Odegaard	001-421.0000.62260	26.00
<a href="#">A600</a>	Awards Etc.						
		APMWB	Check	<a href="#">32899</a>	Office plaques	001-421.0000.63060	118.00
<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Check	<a href="#">CL28594</a>	Fuel: Animal Safety & Patrol	001-421.0000.64030	5,338.25
				<a href="#">0611415-IN</a>	Generator fuel - PFPD	001-421.0000.64030	169.33
<a href="#">F030</a>	FedEx						
		APMWB	Check	<a href="#">287932602430</a>	Postage for car camera repair	001-421.0000.63070	17.66
<a href="#">G020</a>	Galls, An Aramark Company						
		APMWB	Check	<a href="#">019870694</a>	New uniform gear - Zibli	001-421.0000.67020	415.96
				<a href="#">019907022</a>	Credit for returns	001-421.0000.67020	-90.16
				<a href="#">019895973</a>	Holster - Goodwin	001-421.0000.67020	39.98
				<a href="#">019932858</a>	Jumpsuit - McLean	001-421.4000.72000	474.31
				<a href="#">019910409</a>	New officer equipment - Zibli	001-421.4000.72000	239.45
				<a href="#">019811772</a>	Name tag - Harrison	001-421.4000.72000	21.34
				<a href="#">019909619</a>	Shirt - Dixon	001-421.4000.72000	56.61
				<a href="#">019909618</a>	Patrol pants - Childers/Welch	001-421.4000.72000	176.56
<a href="#">VEN09941</a>	Jacque Panza						
		APMWB	Check	<a href="#">12.8.21</a>	Chaplain on call - November	001-421.0000.62370	50.00
<a href="#">VEN07726</a>	Jon Dekeles						
		APMWB	Check	<a href="#">12.8.21</a>	On call - November	001-421.0000.62370	50.00
<a href="#">K080</a>	Knudtsen Chevrolet and GMAC						
		APMWB	Check	<a href="#">CM0004240</a>	Core return from Dec 2020 CM5500263	001-421.0000.67100	-22.15
				<a href="#">5505882</a>	Latch - PFPD93	001-421.0000.67100	256.32
				<a href="#">5505929</a>	Cooler - PFPD119	001-421.0000.67100	63.18
				<a href="#">6222026</a>	Troubleshoot and install refurbished module	001-421.0000.67170	1,066.34
<a href="#">L0195</a>	Language Line Services						
		APMWB	Check	<a href="#">10399862</a>	Interpreter services	001-421.0000.65030	90.00
<a href="#">N001</a>	Napa Auto Parts						
		APMWB	Check	<a href="#">3688-130297</a>	Brakes - PFPD119	001-421.0000.67100	148.82
				<a href="#">3688-130234</a>	Wiper blades	001-421.0000.67100	71.34
				<a href="#">3688-130585</a>	Epoxy syringe - PFPD108	001-421.0000.67100	15.82
<a href="#">VEN05041</a>	NW Dent, Inc.						
		APMWB	Check	<a href="#">105579</a>	Dent repair - PFPD106	001-421.0000.67170	75.00
<a href="#">V040</a>	Office Depot						
		APMWB	Check	<a href="#">211566508001</a>	Office Supplies- Police	001-421.0000.63060	84.99
				<a href="#">211570771001</a>		001-421.0000.63060	5.98
				<a href="#">211566508001</a>		001-421.0000.63060	72.55
<a href="#">VEN01379</a>	O'Reilly Auto Parts						
		APMWB	Check	<a href="#">3829-386488</a>	Brakes - PFPD91	001-421.0000.67100	164.99
				<a href="#">3829-386501</a>	Safety gloves for shop	001-421.0000.67100	19.99
<a href="#">O050</a>	Oxarc Inc.						
		APMWB	Check	<a href="#">31413692</a>	Fire extinguisher maintenance	001-421.0000.67020	146.45
<a href="#">P180</a>	Perfection Tire						
		APMWB	Check	<a href="#">103289</a>	Tire sensor - PFPD106	001-421.0000.67100	55.00
<a href="#">P310</a>	Platt Electric Supply						
		APMWB	Check	<a href="#">0Z17666</a>	Light ballast	001-421.0000.68010	130.37
<a href="#">P2420</a>	Post Falls Chamber						
		APMWB	Check	<a href="#">65359 (Revised Bala</a>	Two last minute additions to the State of the Ci	001-421.0000.64010	25.00
<a href="#">VEN12066</a>	Post Falls Community Ambassadors LLC						
		APMWB	Check	<a href="#">12.17.21</a>	Transfer of donations received for Holidays anc	001-421.0000.63890	411.00
<a href="#">P4384</a>	Proforce Law Enforcement						
		APMWB	Check	<a href="#">466056</a>	3 Outfitted AR-15 patrol rifles (Springfield Armc	001-421.0000.63500	2,378.37
				<a href="#">467195</a>	Taser's	001-421.0000.67020	4,770.00
<a href="#">VEN12998</a>	RACOM Corporation						
		APMWB	Check	<a href="#">9B169165</a>	Replacement of car camera	001-421.0000.67020	420.00
<a href="#">VEN07943</a>	Retail Acquisition & Development, Inc						
		APMWB	Check	<a href="#">27290942</a>	Patrol batteries	001-421.0000.63130	54.00
				<a href="#">27305808</a>	Janitorial batteries	001-421.0000.63130	11.35
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">326077/1</a>	Batteries for dispatch	001-421.0000.63130	8.99

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">325794/1</a>	Caster wheel	001-421.0000.67100	25.19
<a href="#">S275</a>	Solar Eclipse				
APMWB	Check	<a href="#">42063</a>	Windshield - PFPD122	001-421.0000.67100	219.00
<a href="#">VEN12205</a>	SpectraSite Communications, LLC				
APMWB	Check	<a href="#">3789351</a>	Herborn tower rental	001-421.0000.62040	609.79
<a href="#">VEN14540</a>	Tharpe Consulting				
APMWB	Check	<a href="#">PFPD DEL 1043</a>	Class registration - 5 officers	001-421.0000.64020	825.00
<a href="#">VEN07714</a>	Uniforms2gear, Inc				
APMWB	Check	<a href="#">121168</a>	Captain badge	001-421.0000.67020	109.75
		<a href="#">120741</a>	Uniform jacket - DeKeles	001-421.4000.72000	34.41
		<a href="#">119680</a>	Uniform jackets - Records	001-421.4000.72000	93.80
<a href="#">VEN14328</a>	ZaccWorks				
APMWB	Check	<a href="#">2021-1215A</a>	Website maintenance	001-421.0000.66043	75.00
		<a href="#">2021-1215B</a>	Server maintenance	001-421.0000.66043	95.00
<b>Dept 421 Total:</b>					<b>21,449.82</b>
Dept: 424 Legal					
<a href="#">C140</a>	CDW Government Inc.				
APMWB	Check	<a href="#">P418050</a>	MS Surface Pro Type Cover -	001-424.0000.66060	69.19
<a href="#">T089</a>	Thomson Reuters				
APMWB	Check	<a href="#">845518973</a>	ID Trial Handbook Lawyers 2D 2021-2022	001-424.0000.63010	278.00
		<a href="#">845429519</a>	November Database - Mult-Loc Agreement	001-424.0000.63010	681.35
<a href="#">VEN14541</a>	Washington State Bar Association				
APMWB	Check	<a href="#">53216 - Field Herring</a>	Active Lawyer License - Herrington	001-424.0000.62060	478.00
		<a href="#">53952- Lauren Lavigi</a>	Active Lawyer License - Lavigne	001-424.0000.62060	478.00
<b>Dept 424 Total:</b>					<b>1,984.54</b>
Dept: 427 Animal Control					
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL28594</a>	Fuel: Animal Safety & Patrol	001-427.0000.64030	119.29
<b>Dept 427 Total:</b>					<b>119.29</b>
Dept: 431 Streets					
<a href="#">T096</a>	3M				
APMWB	Check	<a href="#">9413735320</a>	High Intensity Prismatic Reflective Sheeting 39001-431.0000.63260	001-431.0000.63260	698.27
<a href="#">A365</a>	American On-Site Services				
APMWB	Check	<a href="#">440575</a>	Construction Unit ( c unit )	001-431.0000.67070	60.24
<a href="#">A497</a>	Arrow Construction Supply, Inc				
APMWB	Check	<a href="#">317651</a>	EZ Street Cold Mix (56/pallet)	001-431.0000.68110	949.76
<a href="#">VEN02994</a>	Grimco				
APMWB	Check	<a href="#">027676983-01</a>	Series 50-12 Black 3 mil 3050 yards	001-431.0000.68110	197.65
<a href="#">VEN01373</a>	Intermountain Sign & Safety				
APMWB	Check	<a href="#">14745</a>	24x12 .080 Alum Blk/ 30x12	001-431.0000.68110	147.00
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-132309</a>	3M SNDG Discs 6in 180	001-431.0000.68090	6.22
<a href="#">N0991</a>	Norco Inc				
APMWB	Check	<a href="#">33754781</a>	Earplug, XL Fleece Gloves, Eye Cups/Vials	001-431.0000.63110	109.32
<a href="#">V040</a>	Office Depot				
APMWB	Check	<a href="#">214994675001</a>	Office Supplies-Streets	001-431.0000.68010	117.74
		<a href="#">214989862001</a>		001-431.0000.68010	419.99
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">326599/1</a>	Claw Bar, Bar Pry, Chisel Masons, Brush Bottl	001-431.0000.68080	32.77
		<a href="#">326474/1</a>	Lock Deicer/Lub .625oz	001-431.0000.68080	2.96
		<a href="#">326234/1</a>	Nails, Bolts, Nuts	001-431.0000.68110	9.76
		<a href="#">326338/1</a>	Robe SB Nylon	001-431.0000.68110	3.84
		<a href="#">326382/1</a>	Tube Sand Quikrete 60#	001-431.0000.68110	9.88
		<a href="#">326388/1</a>	Xylene Solvent 1Gal.	001-431.0000.68130	20.69
		<a href="#">326221/1</a>	Xylene Solvent 1Gal	001-431.0000.68130	20.69
		<a href="#">326457/1</a>	Battery 9 volt	001-431.0000.68130	17.98
<a href="#">VEN13988</a>	Tacoma Screw Products, Inc				
APMWB	Check	<a href="#">240022014-00</a>	Plow nuts and bolts	001-431.0000.63525	407.95

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">240022015-00</a>	Hex Screws-Nuts, Lock Nuts, Washers	001-431.0000.68110	145.81
<a href="#">W180</a>	Western States Equipment				
APMWB	Check	<a href="#">IN001854072</a>	CER 1.5x8x49 HIGT-GDR	001-431.0000.63525	473.95
<b>Dept 431 Total:</b>					<b>3,852.47</b>
Dept: 433 Facility Maintenance					
<a href="#">V040</a>	Office Depot				
APMWB	Check	<a href="#">211649212001</a>	Office Supplies- Maintenance	001-433.0000.63730	21.24
		<a href="#">211642709001</a>	Office Supplies-Community Development	001-433.0000.63730	20.79
<a href="#">P310</a>	Platt Electric Supply				
APMWB	Check	<a href="#">0Z27635</a>	Batteries	001-433.0000.81505	36.45
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">326204/1</a>	Public Works keys	001-433.0000.81505	28.09
<a href="#">W0226</a>	Walter E Nelson Co				
APMWB	Check	<a href="#">458522</a>	CH and PD paper supplies	001-433.0000.63140	264.88
		<a href="#">457789</a>		001-433.0000.63140	30.80
		<a href="#">458524</a>	CH and PD cleaning supplies	001-433.0000.63150	360.14
<b>Dept 433 Total:</b>					<b>762.39</b>
Dept: 434 Fleet Maintenance					
<a href="#">VEN07171</a>	208Tools				
APMWB	Check	<a href="#">02172164017Q</a>	Snap on scan tool Heavy truck	001-434.0000.91405	13,555.00
<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">85933</a>	Air Break 3/8 & 1/2- Crimp 3/8 & 1/2	001-434.0000.63011	34.51
<a href="#">A0001</a>	Alsco				
APMWB	Check	<a href="#">LSPO2456130</a>	Office Supplies, Work Uniforms	001-434.0000.63160	102.79
		<a href="#">LSPO2474344</a>	Uniforms & Office Supplies	001-434.0000.63160	102.79
		<a href="#">LSPO2467617</a>	Office Supplies, Work uniforms	001-434.0000.63160	158.44
		<a href="#">LSPO2449466</a>	Office Supplies, Work Uniforms	001-434.0000.63160	223.33
		<a href="#">LSPO2472154</a>	Office supplies, work uniforms	001-434.0000.63160	196.66
<a href="#">C0790</a>	Cobalt Truck Equipment				
APMWB	Check	<a href="#">SS23422</a>	2021 Chevy 6500 Dump body and boxes	001-434.0000.90010	17,525.00
		<a href="#">SS23422A</a>	Battery box	001-434.0000.90010	750.00
<a href="#">C130</a>	Coeur d'Alene Tractor				
APMWB	Check	<a href="#">CDA-121347</a>	Kubota Serviced	001-434.0000.63012	651.93
<a href="#">C3090</a>	Columbia Electric Supply				
APMWB	Check	<a href="#">1120-1006653</a>	Nylon Cable Tie	001-434.0000.63011	89.86
				001-434.0000.63012	89.86
<a href="#">D1118</a>	Drivelines Inc.				
APMWB	Check	<a href="#">23078</a>	Replace Hanger Bearing	001-434.0000.63011	115.88
<a href="#">F145</a>	Freightliner Northwest- Spokane				
APMWB	Check	<a href="#">SR00110496-01</a>	Express assessment: Check Engine Light ON	001-434.0000.63011	715.50
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-129656</a>	2008 Ford F250 Serp Belt	001-434.0000.63011	20.71
		<a href="#">3688-129085</a>	Hydraulic Filter	001-434.0000.63011	11.75
		<a href="#">3688-130911</a>	Battery Accessories	001-434.0000.63011	11.64
		<a href="#">3688-129347</a>	Napa Cabin Air Filter	001-434.0000.63011	26.92
		<a href="#">3688-129257</a>	Hydraulic Filter	001-434.0000.63011	106.00
		<a href="#">3688-130290</a>	Shop Towels	001-434.0000.63011	149.40
		<a href="#">3688-129621</a>	2008 Ford F250 New Alternator	001-434.0000.63011	174.87
		<a href="#">3688-129468</a>	Oil Filters/ Air Filters/	001-434.0000.63011	232.96
		<a href="#">3688-129472</a>	Air Filter/ Cabin Filter/ Oil Filter	001-434.0000.63011	240.03
		<a href="#">3688-130321</a>	Automotive Battery	001-434.0000.63012	124.53
<a href="#">VEN08121</a>	PacWest Machinery LLC				
APMWB	Check	<a href="#">30404482</a>	Towing L70	001-434.0000.67170	360.00
<a href="#">P1001</a>	Pape Machinery				
APMWB	Check	<a href="#">13180493</a>	Filters and fluid caps	001-434.0000.63011	64.94
<a href="#">VEN13988</a>	Tacoma Screw Products, Inc				
APMWB	Check	<a href="#">240018694-01</a>	Hardware nuts and bolts stock	001-434.0000.63011	22.54
<a href="#">T118</a>	TPI Embroidery				
APMWB	Check	<a href="#">17721</a>	Jacket	001-434.4000.72000	130.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">VEN13040</a>	Turf Star Western				
APMWB	Check	<a href="#">7191767-00</a>	P444 mower parts	001-434.0000.63012	59.40
		<a href="#">7191762-00</a>		001-434.0000.63012	1,924.05
<b>Dept 434 Total:</b>					<b>37,971.29</b>
Dept: 441 Urban Forestry					
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">326368/1</a>	Chainsaw rewind spring	001-441.0000.67010	10.79
		<a href="#">326369/1</a>	Chainsaw chain	001-441.0000.67010	26.54
<b>Dept 441 Total:</b>					<b>37.33</b>
Dept: 442 Cemetery					
<a href="#">VEN13104</a>	Bluejay Industrial Inc				
APMWB	Check	<a href="#">24374</a>	Sling repair	001-442.0000.67050	49.44
<a href="#">C2961</a>	Cold Spring Granite Company				
APMWB	Check	<a href="#">1806446 RI</a>	VA Vases	001-442.0000.63760	1,174.48
<b>Dept 442 Total:</b>					<b>1,223.92</b>
Dept: 443 Parks					
<a href="#">A365</a>	American On-Site Services				
APMWB	Check	<a href="#">441016</a>	Hilde Kellogg Portable	001-443.0000.65050	40.00
		<a href="#">441015</a>	Syringa Portable Extra Cleaning	001-443.0000.65050	40.00
		<a href="#">440915</a>	Beck Portable	001-443.0000.65050	65.00
		<a href="#">440918</a>	Woodbridge Portable	001-443.0000.65050	65.00
		<a href="#">440914</a>	Q'emiln Portable Vandalism	001-443.0000.65050	225.00
		<a href="#">440969</a>	Kiwanis Portable	001-443.0000.65050	85.00
		<a href="#">440916</a>	White Pine Portable	001-443.0000.65050	85.00
<a href="#">VEN07316</a>	BC Engineers Inc				
APMWB	Check	<a href="#">6994</a>	Wayfinding sign plan	001-443.0000.62040	500.00
<a href="#">C1170</a>	CDA Metals				
APMWB	Check	<a href="#">826823</a>	Metal for shop	001-443.0000.67030	109.10
<a href="#">F020</a>	Fastenal Company				
APMWB	Check	<a href="#">IDCOE136667</a>	Hardware for stock	001-443.0000.67030	6.27
		<a href="#">IDCOE150577</a>	Hardware for stock	001-443.0000.67030	3.57
		<a href="#">IDCOE135180</a>		001-443.0000.67030	5.71
		<a href="#">IDCOE143520</a>		001-443.0000.67030	77.22
		<a href="#">IDCOE134177</a>		001-443.0000.67030	33.29
<a href="#">H002</a>	H & E Equipment Services Inc				
APMWB	Check	<a href="#">96242916</a>	Rental for Shop Yard	001-443.0000.67070	425.30
<a href="#">J105</a>	J-U-B Engineers, Inc.				
APMWB	Check	<a href="#">0148666</a>	Centennial Trail Bridge Plan Specifications	001-443.0000.62040	6,044.50
<a href="#">VEN14468</a>	Louise Way- Rohrbach				
APMWB	Check	<a href="#">49851</a>	Damage deposit Refund processed for Trailhe:001-443.1654.33327		500.00
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-132516</a>	Small Equipment	001-443.0000.66190	18.99
<a href="#">R060</a>	Ragan Equipment Co.				
APMWB	Check	<a href="#">01-103533</a>	Small Equipment Part	001-443.0000.66190	10.49
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">326335/1</a>	Fuel for warehouse	001-443.0000.64030	103.83
		<a href="#">326371/1</a>	Hardware	001-443.0000.67030	12.90
		<a href="#">326333/1</a>	Hardware for shop	001-443.0000.67030	17.98
		<a href="#">326339/1</a>	Hardware	001-443.0000.67030	5.20
		<a href="#">326442/1</a>	Silicone for Tullamore	001-443.0000.67030	5.03
<a href="#">S400</a>	Super 1 Foods				
APMWB	Check	<a href="#">07-2424081</a>	Safety Meeting	001-443.0000.64010	20.94
<a href="#">Z026</a>	Ziegler Lumber Co #017				
APMWB	Check	<a href="#">133875</a>	Hardware for shop	001-443.0000.67030	199.90
		<a href="#">132962</a>	Hardware for Shop	001-443.0000.67030	34.98
		<a href="#">132961</a>	Lumber for Shop	001-443.0000.68160	57.48
		<a href="#">133055</a>	Lumber for office	001-443.0000.68160	279.38

Packet: APPKT09163 - Check Run 1.5.22

Check Date: 12/28/2021

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 445 Recreation					
<a href="#">VEN12915</a>	Andrew Heisel				
APMWB	Check	<a href="#">12.27.21</a>	River City Basketball League	001-445.0000.62040	88.00
<a href="#">VEN14522</a>	Corliss Smidt				
APMWB	Check	<a href="#">12.27.21</a>	River City Basketball League	001-445.0000.62040	66.00
<a href="#">VEN11680</a>	Gregory P Grasseschi				
APMWB	Check	<a href="#">12.27.21</a>	River City Basketball League	001-445.0000.62040	88.00
<a href="#">VEN14261</a>	Jacklin Arts & Cultural Center				
APMWB	Check	<a href="#">JACC Nov/Dec class</a>	Contract payment for JACC kids cooking - Pie	001-445.0000.62040	385.00
<a href="#">VEN14520</a>	Joshua Carter				
APMWB	Check	<a href="#">12.27.21</a>	River City Basketball League	001-445.0000.62040	66.00
<a href="#">VEN09553</a>	Michael E Buratto				
APMWB	Check	<a href="#">12.27.21</a>	River City Basketball League	001-445.0000.62040	110.00
<a href="#">V040</a>	Office Depot				
APMWB	Check	<a href="#">217443235002</a>	Office Supplies-Recreation	001-445.0000.66050	31.44
		<a href="#">217620746001</a>	Office Supplies- Recreation	001-445.0000.66050	82.36
		<a href="#">217443235001</a>	Office Supplies-Recreation	001-445.0000.66050	365.20
<a href="#">VEN09552</a>	Randall Scott Brown				
APMWB	Check	<a href="#">12.27.21</a>	River City Basketball League	001-445.0000.62040	110.00
<a href="#">VEN02035</a>	Staples, Inc				
APMWB	Check	<a href="#">3493713686</a>	Office Supplies- Staples	001-445.0000.63060	4.54
<a href="#">T1350</a>	Tucker, Marvin				
APMWB	Check	<a href="#">12.27.21</a>	River City Basketball League	001-445.0000.62040	88.00
<b>Dept 445 Total:</b>					<b>1,484.54</b>

Dept: 451 Planning & Zoning					
<a href="#">C291</a>	Coeur d' Alene Press				
APMWB	Check	<a href="#">I00498371-11202021</a>	Pointe Partners Easement Vacation	001-451.0000.62000	258.85
		<a href="#">I00498812-11242021</a>	Zone Change Publication	001-451.0000.62000	279.61
		<a href="#">I00499436-11272021</a>	Publication for zone change (Cancelation)	001-451.0000.62000	196.57
		<a href="#">I00498842-11242021</a>	Subdivision Publication - Blue Spruce	001-451.0000.62000	175.81
		<a href="#">I00498853-11242021</a>	Title 17 Ord. Amendment	001-451.0000.62000	52.98
		<a href="#">I00499418-11272021</a>	2nd publication for the vacation	001-451.0000.62000	194.62
		<a href="#">I00498431-11202021</a>	Zone change publication	001-451.0000.62000	200.03
<a href="#">VEN01101</a>	Express Employment Professionals				
APMWB	Check	<a href="#">26383032</a>	Hours for the week of 11-21-2021	001-451.0000.62040	446.98
		<a href="#">26416497</a>	Kiyomi's hours for 11-28-2021	001-451.0000.62040	447.26
		<a href="#">26455037</a>	Kiyomi's hours for 12-5-2021	001-451.0000.62040	460.80
		<a href="#">26483028</a>	Kiyomi's hours for 12-12-2021	001-451.0000.62040	459.36
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR217368</a>	Copier Usage 11/1 - 11/30 SN 0937	001-451.0000.66050	119.46
		<a href="#">AR211124</a>	Copier Usage 9/1 - 9/30	001-451.0000.66050	37.32
		<a href="#">AR217367</a>	Copier Usage 11/1 - 11/30 SN 0465	001-451.0000.66050	34.52
		<a href="#">5356</a>	Copier Lease SN 0937	001-451.1901.66140	69.66
<b>Dept 451 Total:</b>					<b>3,433.83</b>

Dept: 452 Building Inspector					
<a href="#">B091</a>	BDS				
APMWB	Check	<a href="#">79453</a>	Utility Billing	001-452.0000.62040	103.00
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR211124</a>	Copier Usage 9/1 - 9/30	001-452.0000.66050	37.32
		<a href="#">AR217367</a>	Copier Usage 11/1 - 11/30 SN 0465	001-452.0000.66050	34.52
		<a href="#">AR217368</a>	Copier Usage 11/1 - 11/30 SN 0937	001-452.0000.66050	119.46
		<a href="#">5356</a>	Copier Lease SN 0937	001-452.1901.66140	69.67
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">326597/1</a>	BULB MR16 SPOT 20W GU5.3	001-452.0000.63000	6.29
<b>Dept 452 Total:</b>					<b>370.26</b>

Dept: 453 Engineering



Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>H001</u>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR217367</a>	Copier Usage 11/1 - 11/30 SN 0465	001-453.1901.66050	34.53
		<a href="#">AR211124</a>	Copier Usage 9/1 - 9/30	001-453.1901.66050	37.32
		<a href="#">AR217368</a>	Copier Usage 11/1 - 11/30 SN 0937	001-453.1901.66050	119.46
		<a href="#">5356</a>	Copier Lease SN 0937	001-453.1901.66140	69.67
<u>V040</u>	Office Depot				
APMWB	Check	<a href="#">211642709001</a>	Office Supplies-Community Development	001-453.0000.63060	181.81
<u>VEN02035</u>	Staples, Inc				
APMWB	Check	<a href="#">3493713688</a>	Office Supplies- Engineering	001-453.0000.63060	35.85
<b>Dept 453 Total:</b>					<b>478.64</b>
Dept: 481 Capital Improvements/Contracts					
<u>A281</u>	Allied Fire & Security				
APMWB	Check	<a href="#">1106824</a>	CH alarm monitoring	001-481.0000.68390	162.29
<u>VEN14517</u>	Dynamic Sales & Service				
APMWB	Check	<a href="#">89341</a>	Animal Shelter Washer and Dryer	001-481.0000.68395	8,745.75
<b>Dept 481 Total:</b>					<b>8,908.04</b>
<b>Fund 001 Total:</b>					<b>109,829.25</b>
<b>Fund: 003 - PERSONNEL BENEFIT POOL</b>					
Dept: 482 Personnel Pool					
<u>VEN11088</u>	Arthur J. Gallagher Risk Management Services, Inc				
APMWB	Check	<a href="#">4045731</a>	Trustee Risk Insurance	003-482.0000.62040	25.00
<u>VEN04994</u>	Gallagher Benefit Services Inc.				
APMWB	Check	<a href="#">246018</a>	December Monthly Consulting Services	003-482.0000.62040	2,500.00
<b>Dept 482 Total:</b>					<b>2,525.00</b>
<b>Fund 003 Total:</b>					<b>2,525.00</b>
<b>Fund: 017 - ANNEXATION FEES</b>					
Dept: 410 General Government Services					
<u>VEN14312</u>	MAKERS architecture and urban design LLP				
APMWB	Check	<a href="#">2043-11</a>	Facilities Needs Assessment	017-410.0000.62040	8,091.86
		<a href="#">2043-12</a>		017-410.0000.62040	12,056.68
<b>Dept 410 Total:</b>					<b>20,148.54</b>
<b>Fund 017 Total:</b>					<b>20,148.54</b>
<b>Fund: 037 - STREETS IMPACT FEES</b>					
Dept: 431 Streets					
<u>VEN14538</u>	Crown Pointe Apartments II, LLC				
APMWB	Check	<a href="#">12.13.21</a>	Easement Purchase - Prairie Ave & Spokane S037-431.0000.95134		1,449.60
<b>Dept 431 Total:</b>					<b>1,449.60</b>
<b>Fund 037 Total:</b>					<b>1,449.60</b>
<b>Fund: 038 - PARKS IMPACT FEES</b>					
Dept: 443 Parks					
<u>VEN10390</u>	CXT Inc an LB Foster Company				
APMWB	Check	<a href="#">1400000577</a>	Black Bay Vault Toilet CXT	038-443.0000.94070	31,603.00
<b>Dept 443 Total:</b>					<b>31,603.00</b>
<b>Fund 038 Total:</b>					<b>31,603.00</b>
<b>Fund: 650 - RECLAIMED WATER OPERATING</b>					
Dept: 463 Wastewater Operating					
<u>A090</u>	Accurate Testing Labs LLC				
APMWB	Check	<a href="#">120173</a>	4th Q Biosolids	650-463.0000.68360	725.00
<u>A424</u>	Anatek Labs, Inc.				
APMWB	Check	<a href="#">2121622</a>	BLM monitoring	650-463.0000.68360	234.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">I2731</a>	Inland Environmental Resources				
APMWB	Check	<a href="#">2021-2630</a>	mag order 5/22	650-463.0000.63008	8,131.20
<a href="#">VEN14312</a>	MAKERS architecture and urban design LLP				
APMWB	Check	<a href="#">2043-11</a>	Facilities Needs Assessment	650-463.0000.62040	1,577.22
		<a href="#">2043-12</a>		650-463.0000.62040	2,350.03
<a href="#">N040</a>	NCL of Wisconsin, Inc.				
APMWB	Check	<a href="#">463144</a>	Gloves, soap, graduated cylinders	650-463.0000.63400	1,113.44
<a href="#">VEN04172</a>	Northwest Scientific, Inc.				
APMWB	Check	<a href="#">5151666</a>	Glass Microfiber Filters	650-463.0000.63400	337.56
<a href="#">P180</a>	Perfection Tire				
APMWB	Check	<a href="#">1033775</a>	New Tires T115	650-463.0000.67170	1,343.28
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">326275/1</a>	EPOXY INSTANT MIX 5 MIN	650-463.0000.68025	13.66
<a href="#">VEN06538</a>	SGS AXYS Analytical Services Ltd				
APMWB	Check	<a href="#">11471031</a>	Dioxin Samples	650-463.0000.68360	826.56
<b>Dept 463 Total:</b>					<b>16,651.95</b>
Dept: 466 Wastewater - Collections					
<a href="#">VEN14467</a>	CDA Redi Mix & Precast, Inc				
APMWB	Check	<a href="#">46320</a>	Ecology Block 2' Account Holder	650-466.0000.63006	135.00
<a href="#">C3090</a>	Columbia Electric Supply				
APMWB	Check	<a href="#">1120-1006492</a>	Connectors	650-466.0000.63006	12.31
<a href="#">VEN14312</a>	MAKERS architecture and urban design LLP				
APMWB	Check	<a href="#">2043-12</a>	Facilities Needs Assessment	650-466.0000.62040	2,350.03
		<a href="#">2043-11</a>		650-466.0000.62040	1,577.22
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">326347/1</a>	3IN1 REINFORCED CABLE 6'	650-466.0000.63330	28.79
<a href="#">VEN10028</a>	Shannon Industrial Contractors, Inc				
APMWB	Check	<a href="#">1354</a>	Highlands electrical work	650-466.3104.68400	21,204.00
<a href="#">Z026</a>	Ziegler Lumber Co #017				
APMWB	Check	<a href="#">130051</a>	Sakrete 50-lb Fast Setting Concrete Mix	650-466.0000.63006	16.50
<b>Dept 466 Total:</b>					<b>25,323.85</b>
Dept: 468 Wastewater - Surface Water					
<a href="#">VEN13187</a>	Checkr Inc				
APMWB	Check	<a href="#">CITY-OF-POST-FAL</a>	Backgrounding Services	650-468.0000.62060	99.00
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">326357/1</a>	Tie Down Strap 12'	650-468.0000.68380	33.29
<b>Dept 468 Total:</b>					<b>132.29</b>
<b>Fund 650 Total:</b>					<b>42,108.09</b>
<b>Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR</b>					
Dept: 463 Wastewater Operating					
<a href="#">T11390</a>	T-O Engineers, Inc.				
APMWB	Check	<a href="#">210583-1</a>	Post Falls Bentley Lift Station Rehab - Per Ada	652-463.3220.95520	9,794.11
<b>Dept 463 Total:</b>					<b>9,794.11</b>
<b>Fund 652 Total:</b>					<b>9,794.11</b>
<b>Fund: 700 - SANITATION</b>					
Dept: 461 Sanitation					
<a href="#">VEN07913</a>	CANNON HILL				
APMWB	Check	<a href="#">32362</a>	Wood and brush disposal (multiple loads)	700-461.0000.65050	675.00
<b>Dept 461 Total:</b>					<b>675.00</b>
<b>Fund 700 Total:</b>					<b>675.00</b>
<b>Fund: 750 - WATER OPERATING</b>					
Dept: 462 Water Operating					
<a href="#">VEN06511</a>	East Greenacres Irrigation Water Shut-offs				



Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">12.28.21</a>	9 Water Shut Offs 09.28.21	750-462.3317.33610	315.00
<a href="#">VEN14482</a>	Gunnerson Consulting and Communication Site Services, LLC						
		APMWB	Check	<a href="#">4278</a>	Support for cell tower lease review and consult	750-462.0000.62040	2,411.50
				<a href="#">4182</a>	Consulting services for cell tower lease suppor	750-462.0000.62040	850.50
<a href="#">VEN14312</a>	MAKERS architecture and urban design LLP						
		APMWB	Check	<a href="#">2043-12</a>	Facilities Needs Assessment	750-462.0000.62040	3,678.31
				<a href="#">2043-11</a>		750-462.0000.62040	2,468.70
<a href="#">V040</a>	Office Depot						
		APMWB	Check	<a href="#">211993957001</a>	Office Supplies- Water	750-462.0000.63060	31.99
				<a href="#">215687068001</a>		750-462.0000.63060	40.99
				<a href="#">211914634001</a>		750-462.0000.63060	91.99
				<a href="#">215493731001</a>		750-462.0000.63060	76.49
				<a href="#">215686744001</a>		750-462.0000.63060	79.99
<a href="#">VEN13988</a>	Tacoma Screw Products, Inc						
		APMWB	Check	<a href="#">240017391-00</a>	ReverTo reverse duplicate entry on invoice 2400173	750-462.0000.63280	-337.42
<b>Dept 462 Total:</b>							<b>9,708.04</b>
<b>Fund 750 Total:</b>							<b>9,708.04</b>
<b>Report Total:</b>							<b>227,840.63</b>



<b>Fund</b>	<b>Account</b>	<b>Amount</b>
001 - GENERAL FUND		
	001-22080	1,750.00
	001-22115	6,000.00
	001-411.0000.63850	2,500.00
	001-411.0000.64010	50.00
	001-414.0000.62060	20.00
	001-414.0000.63060	193.53
	001-414.1445.62170	5,071.37
	001-414.1445.62190	3,090.93
	001-421.0000.62040	609.79
	001-421.0000.62260	78.00
	001-421.0000.62370	100.00
	001-421.0000.63060	281.52
	001-421.0000.63070	17.66
	001-421.0000.63130	74.34
	001-421.0000.63500	2,378.37
	001-421.0000.63890	411.00
	001-421.0000.64010	25.00
	001-421.0000.64020	1,415.00
	001-421.0000.64030	6,493.19
	001-421.0000.65030	90.00
	001-421.0000.66043	170.00
	001-421.0000.67020	5,811.98
	001-421.0000.67100	1,017.50
	001-421.0000.67170	1,141.34
	001-421.0000.68010	188.37
	001-421.4000.72000	1,146.76
	001-424.0000.62060	956.00
	001-424.0000.63010	959.35
	001-424.0000.66060	69.19
	001-427.0000.64030	119.29
	001-431.0000.63110	109.32
	001-431.0000.63260	698.27
	001-431.0000.63525	881.90
	001-431.0000.67070	60.24
	001-431.0000.68010	537.73
	001-431.0000.68080	35.73
	001-431.0000.68090	6.22
	001-431.0000.68110	1,463.70
	001-431.0000.68130	59.36
	001-433.0000.63140	295.68
	001-433.0000.63150	360.14
	001-433.0000.63730	42.03
	001-433.0000.81505	64.54
	001-434.0000.63011	2,017.51
	001-434.0000.63012	2,849.77
	001-434.0000.63160	784.01
	001-434.0000.67170	360.00
	001-434.0000.90010	18,275.00
	001-434.0000.91405	13,555.00
	001-434.4000.72000	130.00
	001-441.0000.67010	37.33
	001-442.0000.63760	1,174.48
	001-442.0000.67050	49.44
	001-443.0000.62040	6,544.50
	001-443.0000.64010	20.94
	001-443.0000.64030	103.83

001-443.0000.65050	605.00
001-443.0000.66190	29.48
001-443.0000.67030	511.15
001-443.0000.67070	425.30
001-443.0000.68160	336.86
001-443.1654.33327	500.00
001-445.0000.62040	1,001.00
001-445.0000.63060	4.54
001-445.0000.66050	479.00
001-451.0000.62000	1,358.47
001-451.0000.62040	1,814.40
001-451.0000.66050	191.30
001-451.1901.66140	69.66
001-452.0000.62040	103.00
001-452.0000.63000	6.29
001-452.0000.66050	191.30
001-452.1901.66140	69.67
001-453.0000.63060	217.66
001-453.1901.66050	191.31
001-453.1901.66140	69.67
001-481.0000.68390	162.29
001-481.0000.68395	8,745.75
<b>Fund 001 Total:</b>	<b>109,829.25</b>
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,525.00
<b>Fund 003 Total:</b>	<b>2,525.00</b>
017 - ANNEXATION FEES	
017-410.0000.62040	20,148.54
<b>Fund 017 Total:</b>	<b>20,148.54</b>
037 - STREETS IMPACT FEES	
037-431.0000.95134	1,449.60
<b>Fund 037 Total:</b>	<b>1,449.60</b>
038 - PARKS IMPACT FEES	
038-443.0000.94070	31,603.00
<b>Fund 038 Total:</b>	<b>31,603.00</b>
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	3,927.25
650-463.0000.63008	8,131.20
650-463.0000.63400	1,451.00
650-463.0000.67170	1,343.28
650-463.0000.68025	13.66
650-463.0000.68360	1,785.56
650-466.0000.62040	3,927.25
650-466.0000.63006	163.81
650-466.0000.63330	28.79
650-466.3104.68400	21,204.00
650-468.0000.62060	99.00
650-468.0000.68380	33.29
<b>Fund 650 Total:</b>	<b>42,108.09</b>
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3220.95520	9,794.11
<b>Fund 652 Total:</b>	<b>9,794.11</b>
700 - SANITATION	
700-461.0000.65050	675.00
<b>Fund 700 Total:</b>	<b>675.00</b>
750 - WATER OPERATING	
750-462.0000.62040	9,409.01
750-462.0000.63060	321.45
750-462.0000.63280	-337.42
750-462.3317.33610	315.00
<b>Fund 750 Total:</b>	<b>9,708.04</b>
<b>Report Total:</b>	<b>227,840.63</b>

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 01.05.22

12/14/2021	\$ 20,741.04	85556	Core & Main LP	Pay Before Due Date	001-445.0000.62040
12/14/2021	\$ 110.00	85557	Larry Brown Jr	Reissue	750-462.0000.67020
12/17/2021	\$ 47.25	85566	AT&T- Long Distance	Pay Before Due Date	Various
12/17/2021	\$ 50,464.11	85567	AVISTA Utilities	Pay Before Due Date	Various
12/17/2021	\$ 225.80	85568	Idaho State Tax Commission	Pay Before Due Date	001-22095
12/17/2021	\$ 682.52	85569	Post Falls Food Bank	Pay Before Due Date	001-22110
12/17/2021	\$ 1,332.44	85570	Ricoh USA Inc.	Pay Before Due Date	Various
12/17/2021	\$ 120.00	85571	Ross Point Water	Pay Before Due Date	Various
12/17/2021	\$ 11.98	85572	Time Warner Cable	Pay Before Due Date	001-417.0000.63080
12/17/2021	\$ 80.46	85573	Ziply Fiber	Pay Before Due Date	650-463.0000.65030
12/17/2021	\$ 208.77	85575	AT&T Mobility	Pay Before Due Date	650-463.0000.65030
12/17/2021	\$ 92.00	85576	Idaho Asphalt Supply, Inc.	Pay Before Due Date	001-431.0000.68130
12/17/2021	\$ 5.74	85577	Kootenai County Tax Collector	Pay Before Due Date	001-481.0000.65110
12/23/2021	\$ 242.00	85583	Neal Bishop	Reissue Check	001-445.0000.62040
12/23/2021	\$ 4.61	85584	FedEx	Pay Before Due Date	650-463.0000.68360
12/23/2021	\$ 2,779.40	85585	Kootenai County Solid Waste	Pay Before Due Date	Various
12/23/2021	\$ 3,108.40	85586	Pass Word, Inc.	Pay Before Due Date	Various
12/23/2021	\$ 124.77	85587	Ricoh USA Inc.	Pay Before Due Date	001-445.0000.66050
12/23/2021	\$ 274.96	85588	Time Warner Cable	Pay Before Due Date	Various
12/23/2021	\$ 463.75	85589	Verizon Wireless	Pay Before Due Date	Various
12/23/2021	\$ 116.55	85590	Ziply Fiber	Pay Before Due Date	650-463.0000.65030
	<b>\$ 81,236.55</b>				

**CITY OF POST FALLS  
AGENDA REPORT  
Consent Calendar  
MEETING DATE: 1/4/2022**

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**DATE:** 12/30/2021 8:37 AM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Boyds Landing Subdivision SUBD-0010-2021

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the Master Development Agreement for Boyd's Landing Subdivision.

**DISCUSSION:**

The applicant (Don G. Boyd) has requested to subdivide approximately 11.86 into 43 Single-Family lots. The property is generally located north of Bogie Dr. between Greensferry Rd. and Cecil Rd. It is adjacent to Jacob's Run Rubdivision on the east side.

On August 10, 2021 a public hearing was held before the Planning & Zoning Commission. After receiving testimony and hearing the staff report, the Commission moved to approve the requested subdivision.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

Approve

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

**MASTER DEVELOPMENT AGREEMENT  
FOR  
BOYD'S LANDING SUBDIVISION  
(File No. SUBD-0010-2021)**

**THE CITY OF POST FALLS**, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and *Don G Boyd, Trustee of the Boyd Living Trust, PO Box 1842, Coeur d'Alene, ID 83816*; hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

The following provisions establish the context of this Agreement and constitute binding provisions hereof:

- A. Developer owns approximately **11.86** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Boyd's Landing Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-3, File # SUBD-0010-2021, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit No.1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code §50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Boyd's Landing Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **August 10, 2021** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Boyd's Landing Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit No. 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision were prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City, and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The

factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

**NOW, THEREFORE,** It is agreed by the City and the Developer as follows:

**1. Property and Term.**

**1.1 Property Subject to this Agreement**

The Land is described as follows:

Tract 66, PLAT 5, Greenacres Irrigation District, according to the Official PLAT Thereof, Filed in Book “B” of PLATS, Page 70, Records of Kootenai County, State of Idaho

**1.2 Term**

The term of this Agreement shall commence upon the execution of this Agreement by all parties to this Agreement and shall continue for three years thereafter or until all lands described in 1.1 are subdivided or otherwise developed in accordance with the terms of this Agreement, unless earlier terminated as provided herein. If construction of the approved development is not commenced with sustained effort within one (1) year after approval, the city may give notice to the developer of the intent to terminate the agreement for non-performance. Upon such notice, the Developer shall be allowed a public hearing concerning the City’s intent to terminate, if requested. After hearing from the Developer, in addition to comments from the public, city’s governing board may finally decide the status of the agreement. Section 9.2 shall continue in effect after the term of this agreement and shall be an ongoing obligation of the property owners.

**2. Project Regulations and Policies**

**2.1. Project Development**

Developer shall have the right to develop the Project in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Project as set forth in this Agreement and consistent with applicable local and state laws. Except as otherwise specified in this Agreement, the approvals memorialized hereby shall control the overall design, development and construction of the Project, and all on-and off-site improvements and appurtenant improvements in connection therewith, in the manner specified in this Agreement. Nothing in this Agreement shall contravene any applicable provision of law, which is not subject to modification by the City.

**2.1.1. Existing Approvals**

Development of the Property shall be subject to all of the conditions and standards as set forth in the Reasoned Decision and in the Annexation Agreement between the parties *entered into on December 21, 2021*. The development of the Property shall be consistent with adopted rules, regulations and ordinances of the City except where such rules, regulations and ordinances are expressly modified by the approvals accorded the project.



### **2.1.2. Future Application**

Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner, which most closely approximates the approach, envisioned by this Agreement and the terms of the approvals memorialized hereby.

### **2.1.3 Fees**

All applications for City approvals, permits and entitlements shall be subject to City's development and processing fees and charges at the time of consideration of the final plat map, development approval request, or building permit except as expressly superseded by Section 2.1.1 herein.

### **2.2. Project is a Private Undertaking**

It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements; that Developer shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable provisions of law. The only relationship between City and Developer is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.

### **2.3 Hold Harmless**

Developer hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Developer's development of the Project, excepting claims and causes of actions brought by the Developer for default of this Agreement or those arising from the negligence or willful misconduct of the City.

## **3. City's Good Faith in Processing**

### **3.1 Processing**

City agrees that it will accept, process and review, in good faith, in accordance with the terms of this Agreement all applications for final plat map processing and approval, building permits or other authorizations needed for development of the Project.

### **3.2 Permits**

City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project,

and that City agrees to issue such permits and approvals in a reasonable and timely manner to allow the Developer to develop the Project, subject to compliance with all provisions of applicable law.

**4. Notices, Demands and Communications Among the Parties**

**4.1 Notice**

Formal written notices, demands, correspondence and communications between the City and Developer shall be sufficiently given if dispatched by certified mail, postage prepaid, return receipt requested, to the offices of the City and the Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Developer or the Planning and Building Director of the City.

**DEVELOPER**  
**Don G Boyd, Trustee, Boyd Living Trust**  
**PO Box 1842**  
**Coeur d’Alene, ID 83816**

**CITY**  
**Mayor**  
**408 Spokane Street**  
**Post Falls, Idaho 83854**

**5. Default, Remedies, Termination, and Review**

**5.1 General Provisions**

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days’ notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to this Section 5.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to

withhold approval of issuance of building or construction permits when a material condition of default exists.

### **5.2 Applicable Law/Attorneys' Fees.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees; court costs and such other costs as may be found by the Court.

### **5.3 Termination for Unforeseen Circumstances**

These provisions provide a mechanism for the identification of those circumstances, which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based, and forward to Developer (a minimum of ten (10) days prior to the hearing) all documents relating to such determination and reasons therefore; (2) notify Developer, in writing, at least fourteen (14) days prior to the date, the time and place of the hearing; and (3) hold a hearing on the determination at which hearing Developer shall have the right to offer evidence to the contrary. City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of development as of the date of such suspension, modification or termination. In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended. The unforeseen circumstances, which shall cause the operation of this provision, shall not be the result of changes in state or federal law. The procedures described herein shall apply to circumstances, which threaten the health, safety and welfare of the public. If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.

## **6. Subsequent Laws as Superseding Terms**

### **6.1. Supersedure by Subsequent Laws**

If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such

modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

## **7. Mortgagee Protection; Certain Rights of Cure**

### **7.1 Mortgagee Protection**

This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

### **7.2 Mortgagee Not Obligated**

Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

### **7.3 Notice of Default to Mortgagee**

If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

## **8. Transfers and Assignments**

### **8.1 Right to Assign**

Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of Developer's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Developer's obligations established hereby or by law.

## **8.2 Release Upon Transfer**

Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 8.1 above, Developer shall be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer (1) if Developer is not then in default under this Agreement; (2) Developer has provided to City notice of such transfer, and (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of Developer under this Agreement with respect to the Property, or portion thereof, transferred, and if City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of Developer pursuant to Section 5 or if surety is provided to guarantee performance. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 9 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

## **9. Covenants Run with The Land**

### **9.1**

All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

### **9.2 Maintenance of Common Area Landscaping**

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Findings of Fact and Conclusions and or upon the face of the recorded plat). The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all normal activities required to sustain attractive healthy plants and plantings in a landscaped environment. This responsibility includes the costs for snow removal along sidewalks and asphalt trails; along with maintenance of the irrigation system, providing water, replacing shrubs, sod, trees and other plants as required to keep the landscaped areas attractive and healthy. Developer agrees that in the event that the Homeowner's Association fails to meet its obligation under this provision that the City is authorized to contract to provide the maintenance services and to assess the cost of such maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

**10. General Provisions**

**10.1 No Joint Venture or Partnership**

City and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer a joint venture or partners.

**10.2 Severability**

City and Developer agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

**10.3. Entire Agreement**

This Agreement is executed in one original and consists of **twenty-one (21)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

**Exhibit 1: General Site Plan of Record (Exhibit A-3, File No. SUBD-0010-2021, Post Falls Community Development Department records)**

**Exhibit 2: Reasoned Decision, Boyd’s Landing Subdivision**

**10.3 Completion of Performance**

Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Developer shall be recorded in the Official Records of Kootenai County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit, and which is intended to run with the land unless expressly approved by the governing board of the City.

**10.5 Force Majeure**

Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

**10.6 Estoppel Certificate**

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the

performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

**10.7 Duty to Record**

This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by City.

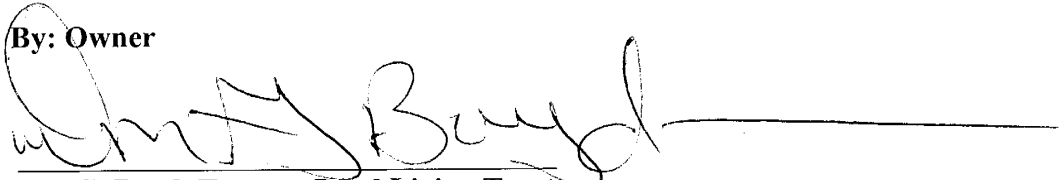
Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**By: CITY OF POST FALLS, a Municipal Corporation**

\_\_\_\_\_  
**Ronald G Jacobson, Mayor**

\_\_\_\_\_  
**Shannon Howard, City Clerk**

**By: Owner**

  
\_\_\_\_\_  
**Don G. Boyd, Trustee, Boyd Living Trust**

**ACKNOWLEDGMENT**

STATE OF IDAHO )  
 :SS  
County of Kootenai )

On this \_\_\_ day of \_\_\_, 20\_\_\_, before me, a Notary for the state of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the Mayor and City Clerk, of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the state of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

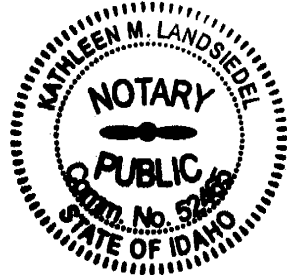
**ACKNOWLEDGMENT**

STATE OF Idaho )  
 :SS  
County of Kootenai )

On this 16<sup>th</sup> day of December, 2021, before me, a Notary for the State of Idaho, personally appeared **Don G. Boyd, Trustee, Boyd Living Trust**, known, or identified to me to be the company whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

[Signature]  
Notary Public for the State of Idaho  
Residing at: Post Falls  
Commission Expires: July 6, 2023







609 N. Calgary Court, Suite 1,  
 Post Falls, Idaho 83854  
 PHONE: (208) 777-1834  
 FAX: (208) 777-2124  
 www.acesolutions.com



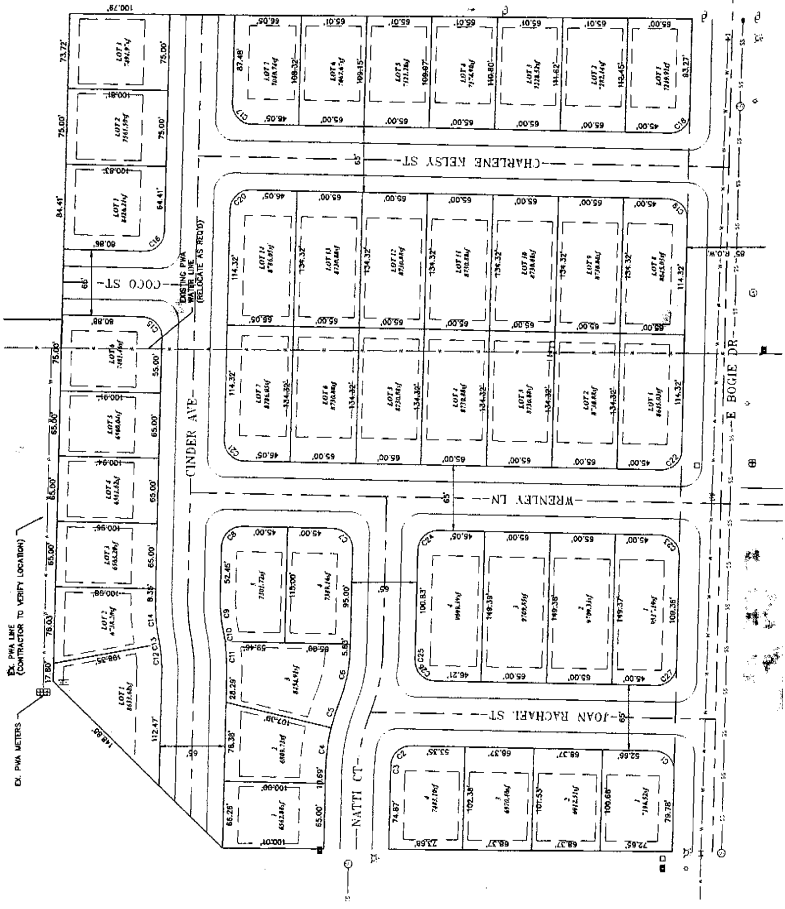
**BOYDS LANDING**  
**SUBDIVISION PLAN**  
 CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

MARK	DATE	DESCRIPTION
ISSUE DATE: 6/29/2021		
PLAT DATE: 7/6/21		
DRAWN BY: AZ/AMC		
CHECKED BY: JLS/AMC		
PROJECT: 21-029		

# SUBDIVISION PLAN

## BOYDS LANDING

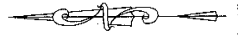
### PORTION OF TRACT 41 & 42 OF POST FALLS IRR. TRACTS, BOOK 'C' PG 78



ORIGINAL CENTERLINE  
 AT ACE SOLUTIONS  
 TOTAL PAGES IN FILE: 4

#### SHEET INDEX

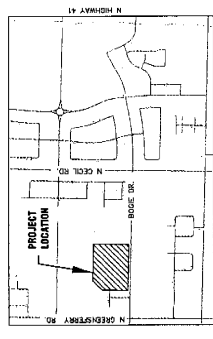
- D TITLE/OWNER
- CE SITE DESIGN
- D EXISTING CONDITIONS
- D1 DETAILS



H-SCALE 1"=60'  
 0 30 60 90 120  
 11x17 SCALE: 1"=120'



Know what's below.  
 Call before you dig.



VICINITY MAP  
 N.T.S.

#### OWNER/DEVELOPER INFORMATION

BOYD BOYS  
 2000 E. VALLEY, B. 82815

#### PARCEL INFORMATION

AMS: 198445, 11338, AND A PORTION OF TRACT 41 & 42, BOOK 'C' PG 78, OF THE POST FALLS IRRIGATED TRACTS, KOOTENAI COUNTY, IDAHO, AS SHOWN ON THE SUBDIVISION PLAN, BOOK 'C' PG 78, OF THE KOOTENAI COUNTY RECORDS, AND THE 2001 COUNTY ZONING MAP, BOOK 'C' PG 78, OF THE KOOTENAI COUNTY RECORDS.

AREA: 11.96 AC (52.86 AC)  
 LOT#/AC: 283  
 ZONING (2002): A2  
 ZONING (2007): A2  
 ZONING (2021): R1 (REP. ANX-900-2021)

#### LEGEND

- PROPOSED PARCELS
- PROPOSED CONCRETE
- PROPOSED ASPHALT
- PROPOSED FENCE
- PROPOSED CHALK
- PROPOSED STORM DRAIN
- PROPOSED SANITARY SEWER
- PROPOSED WATERLINE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER METER
- PROPOSED WATER VALVE
- PROPOSED WATER SERVICE WITH CURB STOP
- PROPOSED REDUCER
- PROPOSED SEWER MANHOLE
- PROPOSED SEWER CLEANOUT
- PROPOSED SEWER SERVICE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED DRYWELL
- PROPOSED INLET STRUCTURE
- PROPOSED CATCH BASIN
- PROPOSED STREET LIGHT





# BOYDS LANDING SUBDIVISION POST FALLS, ID

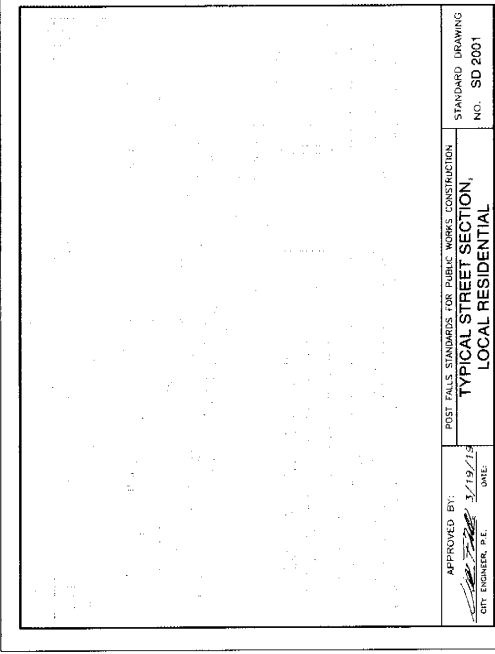
**ACE SOLUTIONS**  
 Licensed Consulting and Engineering Solutions  
 www.acesolutions.pro  
 609 N. Coligny Court, Suite 7,  
 Post Falls, Idaho 83854  
 PHONE: (208) 777-1854  
 FAX: (208) 777-2128

*Michael Cole*  
 151417

**BOYDS LANDING SUBDIV.**  
 CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

MARK	DATE	DESCRIPTION

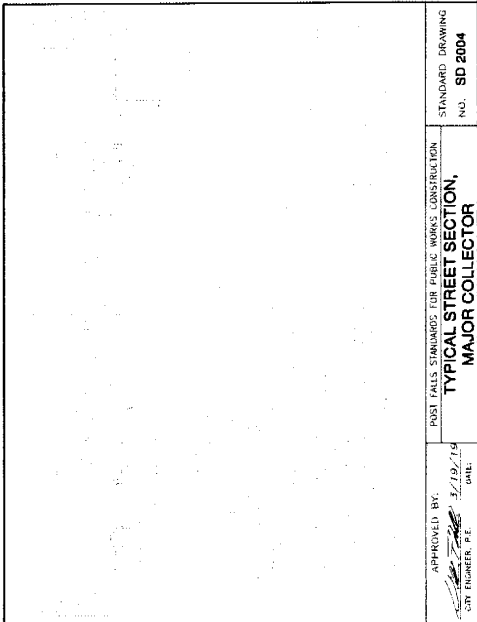
**DETAILS**  
 SHEET TITLE: **DI**  
 PROJECT NO.: 2001-0004



APPROVED BY: *J. J. [Signature]* DATE: **3/19/14**  
 CITY ENGINEER, P.E.

POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION  
**TYPICAL STREET SECTION,  
 LOCAL RESIDENTIAL**

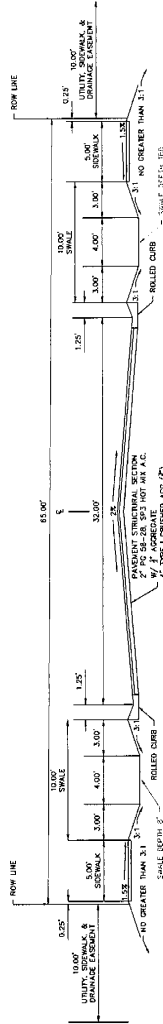
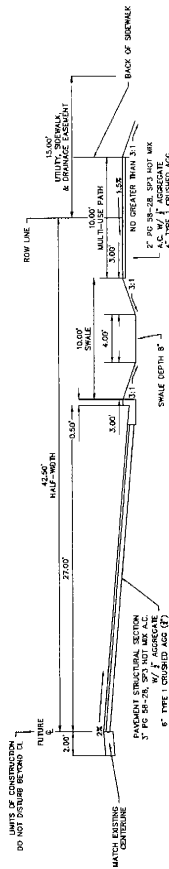
STANDARD DRAWING  
 NO. SD 2001



APPROVED BY: *J. J. [Signature]* DATE: **3/19/14**  
 CITY ENGINEER, P.E.

POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION  
**TYPICAL STREET SECTION,  
 MAJOR COLLECTOR**

STANDARD DRAWING  
 NO. SD 2004



**Boyd's Landing Subdivision  
File No. SUBD-0010-2021  
Planning and Zoning Commission  
Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: Ace Solutions

LOCATION: North side of Bogie Dr, between Greensferry Rd and Cecil Rd.

REQUEST: To subdivide approximately 11.86 acres into 43 Single-Family lots with a density of 3.63 dwelling units per acre as depicted in Exhibit A-3.

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plan
4. A-4 Will Serve Letter
5. S-1 Staff Vicinity Map
6. S-2 Staff Zoning Map
7. S-3 Staff Future Land Use Map
8. PA-1 KCFR Comments
9. PA-2 DEQ Comments
10. PZ Staff Report
11. Testimony at the August 10, 2021 Planning and Zoning Hearing:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the August 10, 2021 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request subdivide approximately 11.86-acres into 43 residential lots with a density of 3.63 dwelling units per acre. The property was approved for annexation by City Council on July 20, 2021, with Single-Family Residential (R-1) zoning (ANNX-0005-2021). The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

**Laura Jones, Associate Planner**

Ms. Jones started by making a disclosure that the site was posted in accordance with Idaho Code on July 28. The posting was subsequently vandalized, once discovered the posting was immediately replaced. She indicated that that there may have been a nine-day time frame where the posting may have been unreadable due to vandalism, however, someone could have still determined the intent of the posting upon close investigation of the sign and the area as the remaining pieces of the notice with additional information was on the ground near the original posting.

Ms. Jones presented the staff report to the Commission. She testified that the owner of the property is Don Boyd represented by the Applicant ACE Solutions, LLC. She testified that the applicant is seeking to subdivide approximately 11.86-acres into 43 residential lots. She explained that the project is generally located north of East Bogie Drive and east of North Greensferry.

## REASONED DECISION

### PARCEL INFORMATION:

Property Size: 11.86 acres

Current Land Use: Vacant

Current Zoning: Single-Family Residential (R-1)

Proposed Land Use: Single-Family Residential lots

Surrounding Land Use: To the west is Jacob's Run which is currently being built out with single-family homes. Directly to the north is Corbin Meadows that has been approved for single-family homes, however construction has not yet begun. To the northwest and east are large lot residential homes within Kootenai County. South of the subject site is Wrenley Estates which is currently being built out with single-family homes.

Surrounding Zoning Districts: All properties mention in the "Surrounding Land Use" section that are within the City of Post Falls are zoned Single-family Residential (R-1). All properties mentioned in the same section which are located within Kootenai County are zoned Agricultural.

Proposed Density: 3.63 dwelling units/acre

Water Provider: Ross Point Water District

Sewer: City of Post Falls

Ms. Jones testified that the proposed plan is for 11.86 acres, 43 lots. The density will be 3.6 units per acre. The lots range in size from about 6,500 square feet, which is the minimum for that zone, up to about 9,700 square feet. All lots meet the minimum width of 65 feet. She testified that Ross Point water supply is the purveyor and they have supplied a will-serve letter for both domestic and irrigation water. Ross Point water supply is the purveyor and they have supplied a will-serve letter for both domestic and irrigation water. She testified that wastewater will be provided by the City of Post Falls and the city's reclamation system has the capacity to provide service for this subdivision. She explained that staff has noted that there are minor revisions that need to be made to conform to the city's design standards and that will be reviewed when they come forward with their plan. She expounded that the wastewater would connect with other facilities within Corbin Meadows that are not currently installed. She professed that these two developments will be constructed simultaneously, if they do not, and Boyd's Landing precedes Corbin Meadows, then this project will be responsible for putting those facilities in.

Ms. Jones testified regarding transportation that city engineering staff provided comment stating that the proposed layout accommodates connectivity, and it will not have a negative impact on the local transportation system. Additionally, she explained that the streets are to be constructed to the roadway standard as outlined in the city's transportation master plan.

She testified that no areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified so the proposed uses of these areas are compatible. She testified that the area is zoned for the proposed use and use conforms to other requirements found in the code. Further, she attested that the developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off-site mitigation will be dealt with through the obligation to pay development impact fees.

### **Rob Palus, Assistant City Engineer**

Mr. Palus testified in response to questions regarding the alignment of streets. He explained that Wrenley Estates is substantially completed and constructed, and it does align with the centerline of the roads in this proposal. He explained that Wrenley Estates constructed their centerline plus ten improvements and this project will put in the remainder. He claimed that when Jacob's Run went in, they put in centerline, plus ten improvements of the roadway, so we have a portion of paved roadway right now. He established that with this project, if it is approved and constructed, we will have the full width improvement to that point and then we'll be left with a gravel roadway which will eventually get filled in. He explained that they have been marking that particular section as "public roadway not

## REASONED DECISION

maintained by the public." He asserted that it is public right-of-way but because it hasn't been constructed to city standards or in this case it's county so since it hasn't been constructed to the Post Falls Highway District standards, the Post Falls Highway District does not provide maintenance of that roadway.

Mr. Palus testified when this property was annexed into the City of Post Falls, part of their annexation agreement is that they agree to transfer their water rights to the water purveyor of the area. They've already made that agreement in the annexation that they will give their portion of the water rights to the Ross Point Water District. Historically, he explained in this location is where the water wellhouse is for that Prairie Water Association. He elucidated that Corbin Meadows did the same thing and they got rid of their water rights, they are putting in Ross Point's water system. He illustrated that the same thing is going to be happening with this subdivision, new water mains go in that will connect to Ross Point Water. He clarified that between now and when the construction will be done, the water rights will be transferred to Ross Point Water and that agreement took place at annexation.

### **Nick Hebner, ACE Solutions, Applicant**

Mr. Hebner summarized some of the things from the report. He testified that they are looking to add 43 lots, total of 3.63 units per acre. He declared that the average is just under 8,000 square feet per lot. He attested that the water is going to be served by Ross Point and they will be taking over from Prairie Water that is currently serving it. He clarified that one thing that was mentioned at the annexation Planning and Zoning meeting and City Council and is in the plan, is that there is a watermain for Prairie Water that runs north-south right through this block. He resolved that they are planning to move it to this back lot line with their cooperation, there will most likely be an easement so that they can access that if need be. He submitted that they are not certain how many units it serves to the south, so it's possible we may be able to continue the loop to the east, but until we talk to them, we're not going to make any firm plans other than to provide an easement through the north-south of that line. He clarified that they will ultimately determine that during the construction phase.

Mr. Hebner testified that no matter what they do, we will make sure that they are able to continue serving their properties and that none of their services are diminished. He delineated that the sewer will mainly be connecting down at Bogie, and they have got three connection points along the three streets and that is the same with the water. The streets, he explained, they have got Coco, Cinder, Wrenley, which is that north-south one; and then this east-west one is called Cinder. He testified that those are all continuations of other city streets. He explained that the thought is that when these two lots develop, we'll be able to have a continuous street that runs all the way through to Greensferry as soon as this other lot develops. He demonstrated that Wrenley does line up with the one from the south and Natti lines up with Jacob's Run and Coco will line up with Corbin Meadows. He testified that they would have two new streets which are called Joan Rachael and Charlene Kelsy, those are both north-south streets. He highlighted that they have one weird triangular lot up there at the north, "Lot 1, Block 3" and if you look at your plan, they could fit a 2,000 square foot house along with a 600 square foot separated garage on that. Obviously, he explained that there are many different configurations you can get off that. They will be building a decent sized home on that lot, while the backyard is a little bit odd shaped, the builder will have to get creative with that a little bit. He claimed that if the builder is able to focus the house in the front, he should be able to make something of good size and it won't be an odd little duck of the neighborhood.

**The hearing was then opened for public testimony however none was provided.**

**Deliberations:** After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in Post Falls Municipal Code ("PFMC") § 17.12.060.

**C. SUBDIVISION REVIEW CRITERIA:** (Post Falls Municipal Code Title 17.12.060, Subsection H):

## REASONED DECISION

No subdivision shall receive approval unless findings and conclusions are made that:

**C1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.**

The Commission determines that water service to the project would be provided by the Ross Point Water District, and they have adequate capacity to provide service to the project as proposed.

**C2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.**

The Commission determines that, the City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The layout of the sanitary sewer system as proposed is adequate, subject to minor revisions needed to conform with design standards. Sanitary sewer service to the site is currently proposed with connections to other facilities either currently or soon to be constructed and accepted by the city. If those other facilities are not completed, their installation shall be the responsibility of this development.

**C3. Proposed streets are consistent with the transportation element of the comprehensive plan.**

The Commission determines that the subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. Rights-of-way and easements shall be dedicated to the City of Post falls and streets constructed to the roadway standard as outlined within the City Transportation Master Plan.

- All new street names shall be confirmed with Kootenai County prior to construction plan approval.
- Internal street sections meet proposed City Standards for residential streets and pedestrian facilities – 32 feet with parking on both sides of the roadway.
- The roadway cross section provided for Bogie Drive does not match that as discussed during the subdivision preapplication meeting. The construction drawings are to reflect the section as discussed. Bogie Drive shall conform to a 44-foot roadway section with a 10-foot multi-use trail on the north side.
- Appropriate roadway tapers into and exiting the subdivision boundary along Bogie Drive shall be provided.

**C4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.**

The Commission determines that there are no soil or topographical conditions which have been identified as presenting hazards.

**C5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.**

The Commission determines that this subdivision request is within the City of Post Falls and in an appropriately zoned area due to the approval for annexation by City Council on July 20, 2021, with Single-Family Residential (R-1) zoning.

**C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.**



## REASONED DECISION

The Commission determines that impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

### **C7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:**

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-8 listed below, when imposed will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the Presentations made to the Commission on August 10, 2021, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. The proposed subdivision must be completed in a single phase.
3. A Master Development Agreement shall be prepared by staff, reviewed, and signed by the parties prior to commencement of any construction. A Construction Improvement Agreement shall be completed for each phase of construction.
4. Submitted Preliminary Construction Plans were reviewed from a conceptual basis only. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
5. Except where an exception is granted, all streetlights and roadways shall be designed and constructed in accordance with City standards.
  - The Bogie Drive roadway section is to be designed and constructed as discussed in the preapplication meeting.
6. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
7. The following access restrictions shall be placed on the final plat
  - Access to/from platted lots to Bogie Drive
8. Swales and right-of way landscaping areas along Bogie Drive, including snow removal from sidewalks and trails, will be maintained by the homeowner's association.

### **D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:**

Not applicable, approval has been granted, subject to the conditions noted above.

### **E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:**

**SUBD-0010-2021:** Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Boyd's Landing Subdivision, SUBD-0010-2021, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

REASONED DECISION

Approved by the Planning and Zoning Commission on

9/14/21

9/14/21  
Date

Chairman

Attest

NOTICE OF RIGHTS:

Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E

The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.

Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.

The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

# DEVELOPMENT AND ANNEXATION AGREEMENT

## Boyd Annexation (File No. ANNX-0005-2021)

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Don G. Boyd, Trustee of the Boyd Living Trust**, with their principal place of residence at **PO Box 1842, Coeur d'Alene, ID 83816**.

WHEREAS, Don G. Boyd, Trustee of the Boyd Living Trust (hereinafter the "Owner") own a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wish to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

### ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property with Single-Family Residential (R-1) while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City and certainty over the nature of the development as contemplated by Idaho Code 67-6511a. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located north of Bogie Drive between Greensferry Road and Cecil Road and is more particularly described in Exhibit "A".

### ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water

lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways.

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws in the course of constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding 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. Owner waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees 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. Owner agrees 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. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings, conforming with City submittal standards, of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 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 Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1 Water: Owner agrees 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 Owner may seek to obtain water service from any

lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.

- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls 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 rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
  - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance will all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the 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 Owner 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 Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

#### ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of the execution of this Agreement:

- 4.1.1. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Bogie Drive. for a total full width right of way of 80 feet with the half width measured from the existing Southern right-of-way line.
- 4.1.2 By grant of easement in a form acceptable to the City, Owner will grant a 15-foot-wide easement along Bogie Dr. for utilities, sidewalks, and stormwater drainage.
- 4.2. No Impact Fee Credit for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

#### ARTICLE V. CONSIDERATION/FEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to; public safety, street services, police equipment, community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 5.4. Other Fees: Additionally, the Owner agrees to pay 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) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

#### ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a

portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

- 6.12. Promise of Cooperation: 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 and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.


IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

**CITY OF POST FALLS**

By: \_\_\_\_\_  
**Ronald G. Jacobson, Mayor**

Attest: \_\_\_\_\_  
**Shannon Howard, City Clerk**

**DON G. BOYD, TRUSTEE OF  
BOYD FAMILY TRUST**

By:   
**Don G. Boyd**



**ACKNOWLEDGEMENTS**

STATE OF IDAHO )  
 : ss  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_, 20\_\_, before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the **Mayor and City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

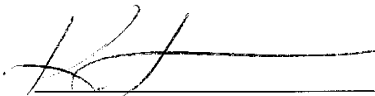
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF IDAHO )  
 :ss  
County of Kootenai )

On this 16<sup>th</sup> day of December, 2021, before me, a Notary for the State of Idaho, personally appeared **Don G. Boyd, Trustee of Boyd Family Trust**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: Post Falls  
Commission Expires: July 6, 2023

# EXHIBIT A

## Legal Description

### Annexation of the Tract 42 and a portion of Tract 41

All of Tract 42 and a portion of Tract 41, Block 25, of the POST FALLS IRRIGATED TRACTS, filed in Book C of PLATS at Page 78, records of Kootenai County, in the Southwest Quarter of Section 25, T51N, R5W, B.M., City of Post Falls, Kootenai County, Idaho, described as follows:

**Beginning** at the southeast corner of said Tract 42;

Thence, coincident with the southerly line of said Tract's 42 and 41, N 88°34'08" W, 826.06 feet;

Thence, N 0°42'37" E, 20.00 feet to the southeast corner of JACOB'S RUN subdivision as shown on that map filed in Book L of Plats at Page 359, said records;

Thence, coincident with the East line of said JACOB'S RUN, N 0°42'37" E, 448.09 feet to the northeast corner of said JACOB'S RUN;

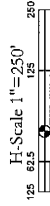
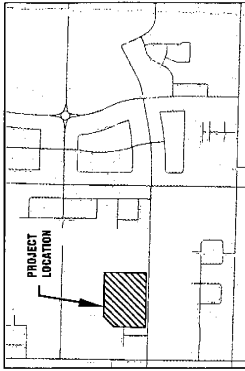
Thence, leaving said East line, N 44°21'16" E, 237.65 feet to the northwest corner of said Tract 42;

Thence, coincident with the North line of said Tract 42, S 88°32'50" E, 661.96 feet to the northeast corner of said Tract 42;

Thence, coincident with the easterly line of said Tract 42, S 0°42'15" W, 641.88 feet to the **Point of Beginning**.

Containing: 11.846 Acres / 516,015 SQFT, more or less.

**EXHIBIT**  
**TAX # 11517 IN TRACT 41 & TRACT 42 ANNEXATION**  
 PART OF TRACT 41 & TRACT 42 OF THE POST FALLS IRR. TRACTS, BOOK 'C' OF PLATS AT PAGE 78,  
 IN THE W 1/2, S26, T51N, R9W, B.M., KOOTENAI COUNTY, IDHAHO



EXISTING CITY LIMITS



Advanced Consulting and Engineering Solutions  
 1000 West Falls, Boise, ID 83725  
 PHONE: 208/773-8370 www.mcesolutions.com FAX: 208/773-2128

ISSUE DATE: 11/13/13	DRAWN BY: JM
PROJ. # 21-029	SCALE: 1"=250'
DWG. FILE: 21-029-ANNEX	PLT. DATE: 3/5/21
SHEET TITLE: <b>EXHIBIT B</b> <b>BOYD'S LANDING</b> <b>ANNEXATION</b>	

# GRANT OF EASEMENT

**Boyd Annexation**

**Bogie Dr.**

**File No. ANNX-0005-2021**

**KNOW ALL MEN BY THESE PRESENTS** that, **Don G Boyd, Trustee of the Boyd Living Trust;** herein after termed "Grantor", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

A strip of land, 20.00 feet in width, over, under, across and upon a portion of Tract's 42 and 41, Block 25, of the POST FALLS IRRIGATED TRACTS, filed in Book C of PLATS at Page 78, records of Kootenai County, in the Southwest Quarter of Section 25, T51N, R5W, B.M., Kootenai County, Idaho, as shown on Exhibit B, attached hereto and made a part hereof, the SOUTH line of said strip described as follows:

**Commencing** at the Southeast corner of said Tract 42;

Thence, along the EAST line of said Tract 42, N 0°42'15" E, 20.00 feet to the **Point of Beginning;**

Thence, leaving said EAST line, N 88°34'08" W, 826.06 feet to the WEST line of JACOB'S RUN subdivision, as shown on that map filed in Book L of Plats at Page 359, said records, and the **Point of Terminus.**

The sidelines of said strip shall be shortened or lengthened to terminate on said EAST line and said WEST line.

Containing: 0.284 Acres / 12,391 SQFT, more or less

**As depicted in the Attached Exhibit A.**

**TO HAVE AND TO HOLD** said easement for public sidewalk, storm water drainage and utilities purposes so long as the same shall be used, operated and maintained as such. The Grantor herein expressly limits the grant and quitclaim of this easement to its respective interest, and that of its successors, in that parcel of land over, under, upon and across which said easement lies.

In witness whereof, the Grantor has caused this instrument to be executed this 16<sup>th</sup> day of December, 2021.



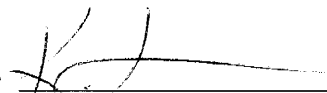
STATE OF IDAHO )

:SS

County of Kootenai )

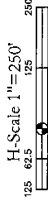
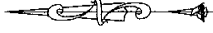
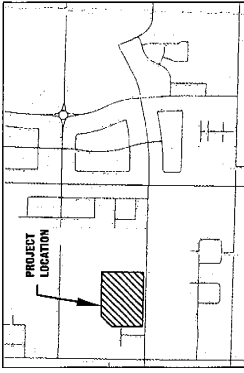
On this 14<sup>th</sup> day of December, 2021, before me, a Notary for the State of Idaho, personally appeared **Don G. Boyd, Trustee of Boyd Family Trust**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: Post Falls  
Commission Expires: July 6, 2023

**TAX # 11517 IN TRACT 41 & TRACT 42 R.O.W. & EASEMENT DEDICATION**

**EXHIBIT**  
 PART OF TRACT 41 & TRACT 42 OF THE POST FALLS IRR. TRACTS: BOOK 'C' OF PLATS AT PAGE 78,  
 IN THE W 112, S25, T51N, R5W, B.M., KOOTENAI COUNTY, ID-H40



EXISTING CITY LIMITS



**SOLUTIONS**  
 Advanced Consulting and Engineering Solutions  
 2081 W. 11th Street, Post Falls, ID 83854  
 PHONE: 208/773-8370 • www.xcesolutions.com • FAX: 208/773-2138

ISSUE DATE: 11/13/13	DRAWN BY: JM
PROJ. # 21-029	SCALE: 1"=250'
DWG FILE: 21-029_ANNEX	PLT DATE: 8/24/21
SHEET TITLE:	
EXHIBIT B	
BOYD'S LANDING	
R.O.W. & EASEMENT DEDICATION	

# GRANT OF RIGHT-OF-WAY

**Boyd Annexation**

**Bogie Dr.**

**File No. ANNX-0005-2021**

KNOWN ALL MEN BY THESE PRESENTS, that **Don G. Boyd, Trustee of Boyd Family Trust**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property,

A strip of land, 20.00 feet in width, over, under, across and upon a portion of Tract's 42 and 41, Block 25, of the POST FALLS IRRIGATED TRACTS, filed in Book C of PLATS at Page 78, records of Kootenai County, in the Southwest Quarter of Section 25, T51N, R5W, B.M., Kootenai County, Idaho, as shown on Exhibit B, attached hereto and made a part hereof, the NORTH line of said strip described as follows:

**Commencing** at the Southeast corner of said Tract 42;

Thence, along the EAST line of said Tract 42, N 0°42'15" E, 20.00 feet to the **Point of Beginning**;

Thence, leaving said EAST line, N 88°34'08" W, 826.06 feet to the WEST line of JACOB'S RUN subdivision, as shown on that map filed in Book L of Plats at Page 359, said records, and the **Point of Terminus**.

The sidelines of said strip shall be shortened or lengthened to terminate on said EAST line and said WEST line.

Containing: 0.379 Acres / 16,521 SQFT, more or less

**As depicted in the attached Exhibit A.**

TO HAVE AND TO HOLD SUCH RIGHT-OF-WAY FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this 16<sup>th</sup> day of December, 2021.





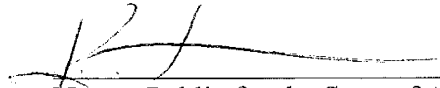
STATE OF IDAHO )

:SS

County of Kootenai )

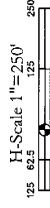
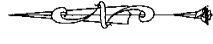
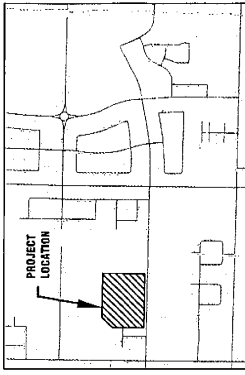
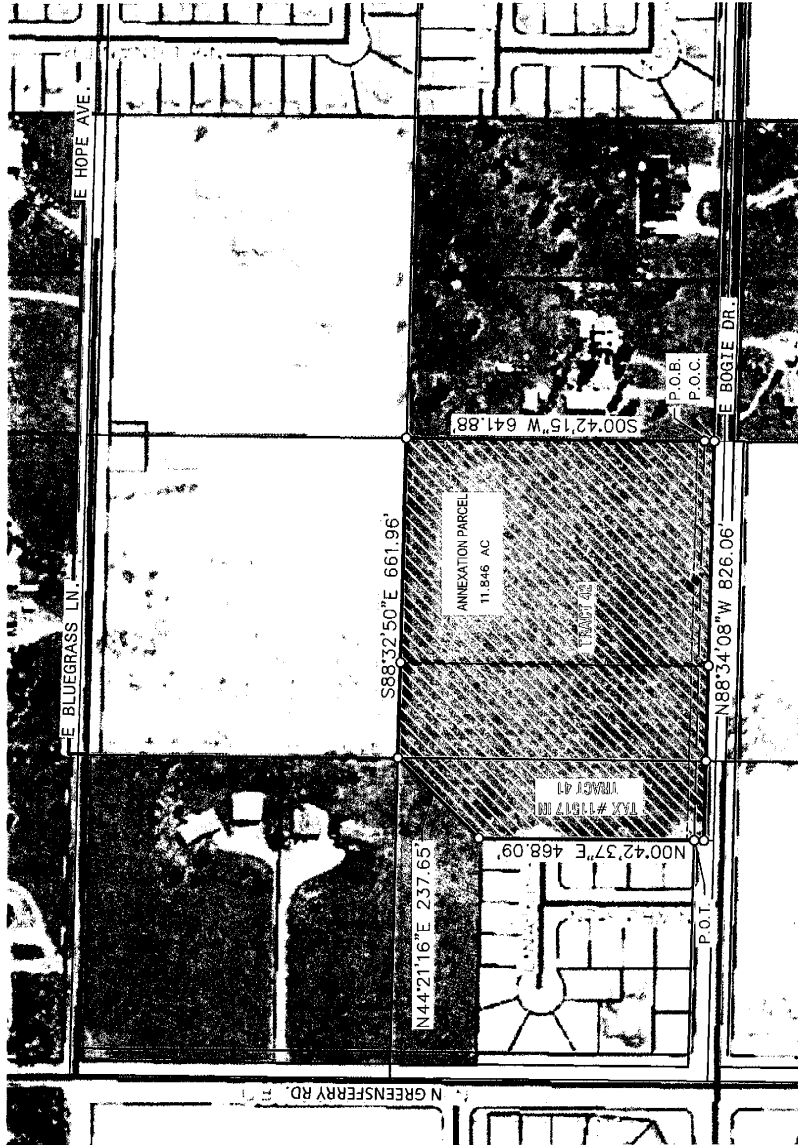
On this 16<sup>th</sup> day of December, 2021, before me, a Notary for the State of Idaho, personally appeared **Don G. Boyd, Trustee of Boyd Family Trust**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

  
Notary Public for the State of Idaho  
Residing at: Post Falls  
Commission Expires: July 6, 2023

**TAX # 11517 IN TRACT 41 & TRACT 42 R.O.W. & EASEMENT DEDICATION**

**EXHIBIT**  
PART OF TRACT 41 & TRACT 42 OF THE POST FALLS IRR. TRACTS, BOOK 'C' OF PLATS AT PAGE 78,  
IN THE W 1/2, S25, T51N, R5W, B.M., KOOTENAI COUNTY, IDHAHO



EXISTING CITY LIMITS

ISSUE DATE: 11/13/13	DRAWN BY: JM
PROJ. # 21-029	SCALE: 1"=250'
DWG FILE: 21-029_ANNEX	PLT DATE: 8/24/21
SHEET TITLE:	
EXHIBIT B	
BOYD'S LANDING	
R.O.W. & EASEMENT DEDICATION	

**ACE SOLUTIONS**  
 Advanced Consulting and Engineering Solutions  
 1000 N. 2nd St., Suite 100, Post Falls, ID 83854  
 PHONE: (208) 775-1375 | www.acesolutions.com | FAX: (208) 775-2128



Memorandum

To: Greg Mclean; Chief of Police *GM*  
From: Mark Brantl; Captain *MB*  
Date: October 20<sup>th</sup>, 2021  
Subject: Disposal of old car mobile radios

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I am requesting the disposal of 45 Motorola XTL mobile UHF radios that were removed from the patrol cars and replaced. These radios are end of life and not supported by Motorola any longer. The serial number are attached for the radios.

518CKZ0982
585CLK0839
Tag missing
518CMF1158
518CKZ0977
518CHT2469
518CSP0656
518CHF0858
518CHF0856
518CJT1119
518CHZ1847
518CHZ1848
518CHZ1853
518CKF1930
518CKF1931
518CKF1929
518CKZ0976
518CJT1117
518CKZ0979
518CMF1157
518CMF1149
518CKZ0978
518CMT0558
518CMT0560
518CMT0559
518CPM0187
518CPM0188
518CPM0186
518CPM0189
518CQR0053
518CQR0054
518CER0052
518CER0055
527CRX0010
527CRX0008
527CRX0009
518CMF1156
527CSM1680
518CRZ0980
527CSM1758
527CSM1206

518CGP0657
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527CTF3426
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527CTF3427
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527CTF3425
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518CMF1148
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**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 1/4/2022**

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**DATE:** 12/29/2021 6:04 PM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Greensferry Glenn Subdivision MDA File No. SUBD-0005-2021

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Calendar, City Council authorizes the Mayor's signature on the MDA for Greensferry Glenn Subdivision.

**DISCUSSION:**

The applicant (Eagle Crest Land, LLC) has requested to subdivide approximately 9.30 acres into 28 Single-Family Residential (R-1) lots. The project is located at the southwest corner of the intersection of E. 16th Ave and N. Greensferry Rd.

On April 13, 2021 a public hearing was held before the Planning & Zoning Commission. After receiving testimony and hearing the staff report, the Commission moved to approve the requested subdivision with conditions

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

Approval

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

**MASTER DEVELOPMENT AGREEMENT  
FOR  
GREENSFERRY GLENN SUBDIVISION  
(File No. SUBD-0005-2021)**

**THE CITY OF POST FALLS**, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and *Eagle Crest Land, LLC, dated April 22, 1999; 8720 Kulka Rd, Las Vegas NV 89161*; hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

The following provisions establish the context of this Agreement and constitute binding provisions hereof:

- A. Developer owns approximately **9.30** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Greensferry Glenn Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-3, File # SUBD-0005-2021, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit No.1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code §50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.



- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Greensferry Glenn Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **April 13, 2021** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Greensferry Glenn Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as Exhibit No. 2. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision were prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City, and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The

factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

**NOW, THEREFORE,** It is agreed by the City and the Developer as follows:

**1. Property and Term.**

**1.1 Property Subject to this Agreement**

The Land is described as follows:

All of Lots 1 and 2 of Block A in the Findem Subdivision as recorded in Book G, Page 399 Kootenai County Records

**1.2 Term**

The term of this Agreement shall commence upon the execution of this Agreement by all parties to this Agreement and shall continue for three years thereafter or until all lands described in 1.1 are subdivided or otherwise developed in accordance with the terms of this Agreement, unless earlier terminated as provided herein. If construction of the approved development is not commenced with sustained effort within one (1) year after approval, the city may give notice to the developer of the intent to terminate the agreement for non-performance. Upon such notice, the Developer shall be allowed a public hearing concerning the City's intent to terminate, if requested. After hearing from the Developer, in addition to comments from the public, city's governing board may finally decide the status of the agreement. Section 9.2 shall continue in effect after the term of this agreement and shall be an ongoing obligation of the property owners.

**2. Project Regulations and Policies**

**2.1. Project Development**

Developer shall have the right to develop the Project in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Project as set forth in this Agreement and consistent with applicable local and state laws. Except as otherwise specified in this Agreement, the approvals memorialized hereby shall control the overall design, development and construction of the Project, and all on-and off-site improvements and appurtenant improvements in connection therewith, in the manner specified in this Agreement. Nothing in this Agreement shall contravene any applicable provision of law, which is not subject to modification by the City.

**2.1.1. Existing Approvals**

Development of the Property shall be subject to all of the conditions and standards as set forth in the Reasoned Decision and in the Annexation Agreement between the parties *entered into on January 4, 2022*, The development of the Property shall be consistent with adopted rules, regulations and ordinances of the City except where such rules, regulations and ordinances are expressly modified by the approvals accorded the project.

### **2.1.2. Future Application**

Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner, which most closely approximates the approach, envisioned by this Agreement and the terms of the approvals memorialized hereby.

### **2.1.3 Fees**

All applications for City approvals, permits and entitlements shall be subject to City's development and processing fees and charges at the time of consideration of the final plat map, development approval request, or building permit except as expressly superseded by Section 2.1.1 herein.

### **2.2. Project is a Private Undertaking**

It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements; that Developer shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable provisions of law. The only relationship between City and Developer is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.

### **2.3 Hold Harmless**

Developer hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Developer's development of the Project, excepting claims and causes of actions brought by the Developer for default of this Agreement or those arising from the negligence or willful misconduct of the City.

## **3. City's Good Faith in Processing**

### **3.1 Processing**

City agrees that it will accept, process and review, in good faith, in accordance with the terms of this Agreement all applications for final plat map processing and approval, building permits or other authorizations needed for development of the Project.

### **3.2 Permits**

City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project, and that City agrees to issue such permits and approvals in a reasonable and timely manner to allow the Developer to develop the Project, subject to compliance with all provisions of applicable law.

**4. Notices, Demands and Communications Among the Parties**

**4.1 Notice**

Formal written notices, demands, correspondence and communications between the City and Developer shall be sufficiently given if dispatched by certified mail, postage prepaid, return receipt requested, to the offices of the City and the Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Developer or the Planning and Building Director of the City.

**DEVELOPER**  
**Eagle Crest Land, LLC**  
**8720 Kulka Rd**  
**Las Vegas NV 89161**

**CITY**  
**Mayor**  
**408 N Spokane St**  
**Post Falls, Idaho 83854**

**5. Default, Remedies, Termination, and Review**

**5.1 General Provisions**

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to this Section 5.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to

withhold approval of issuance of building or construction permits when a material condition of default exists.

## **5.2 Applicable Law/Attorneys' Fees.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees; court costs and such other costs as may be found by the Court.

## **5.3 Termination for Unforeseen Circumstances**

These provisions provide a mechanism for the identification of those circumstances, which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based, and forward to Developer (a minimum of ten (10) days prior to the hearing) all documents relating to such determination and reasons therefore; (2) notify Developer, in writing, at least fourteen (14) days prior to the date, the time and place of the hearing; and (3) hold a hearing on the determination at which hearing Developer shall have the right to offer evidence to the contrary. City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of development as of the date of such suspension, modification or termination. In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended. The unforeseen circumstances, which shall cause the operation of this provision, shall not be the result of changes in state or federal law. The procedures described herein shall apply to circumstances, which threaten the health, safety and welfare of the public. If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.

## **6. Subsequent Laws as Superseding Terms**

### **6.1. Superseded by Subsequent Laws**

If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such

modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

## **7. Mortgagee Protection; Certain Rights of Cure**

### **7.1 Mortgagee Protection**

This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

### **7.2 Mortgagee Not Obligated**

Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

### **7.3 Notice of Default to Mortgagee**

If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

## **8. Transfers and Assignments**

### **8.1 Right to Assign**

Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of Developer's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Developer's obligations established hereby or by law.

## **8.2 Release Upon Transfer**

Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 8.1 above, Developer shall be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer (1) if Developer is not then in default under this Agreement; (2) Developer has provided to City notice of such transfer, and (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of Developer under this Agreement with respect to the Property, or portion thereof, transferred, and if City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of Developer pursuant to Section 5 or if surety is provided to guarantee performance. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 9 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

## **9. Covenants Run with The Land**

### **9.1**

All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

### **9.2 Maintenance of Common Area Landscaping**

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Findings of Fact and Conclusions and or upon the face of the recorded plat). The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all normal activities required to sustain attractive healthy plants and plantings in a landscaped environment. This responsibility includes the costs for snow removal along sidewalks and asphalt trails; along with maintenance of the irrigation system, providing water, replacing shrubs, sod, trees and other plants as required to keep the landscaped areas attractive and healthy. Developer agrees that in the event that the Homeowner's Association fails to meet its obligation under this provision that the City is authorized to contract to provide the maintenance services and to assess the cost of such maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

**10. General Provisions**

**10.1 No Joint Venture or Partnership**

City and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer a joint venture or partners.

**10.2 Severability**

City and Developer agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

**10.3. Entire Agreement**

This Agreement is executed in one original and consists of **thirty-eight (38)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

**Exhibit 1: General Site Plan of Record (Exhibit A-3, File No. SUBD-0005-2021, Post Falls Community Development Department records)**

**Exhibit 2: Reasoned Decision, Greensferry Glenn Subdivision**

**10.3 Completion of Performance**

Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Developer shall be recorded in the Official Records of Kootenai County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit, and which is intended to run with the land unless expressly approved by the governing board of the City.

**10.5 Force Majeure**

Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

**10.6 Estoppel Certificate**

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the



performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

**10.7 Duty to Record**

This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by City.

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

**By: CITY OF POST FALLS, a Municipal Corporation**

\_\_\_\_\_  
**Ronald G Jacobson, Mayor**

\_\_\_\_\_  
**Shannon Howard, City Clerk**

**By: Owner's**

  
\_\_\_\_\_  
***Eagle Crest Land, LLC, Ryne C Stoker, Manager***

ACKNOWLEDGMENT

STATE OF IDAHO )  
 :ss  
County of Kootenai )

On this \_\_\_ day of \_\_\_, 20\_\_\_, before me, a Notary for the state of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the Mayor and City Clerk, of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

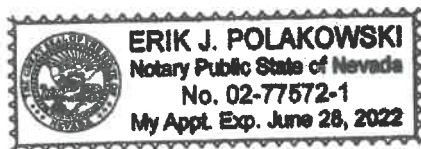
\_\_\_\_\_  
Notary Public for the state of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF Nevada )  
 :ss  
County of Clark )

On this 20 day of December, 2021, before me, a Notary for the State of Nevada, personally appeared **Eagle Crest Land, LLC, Ryne C Stoker, Manager**, known, or identified to me to be the company whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.



[Signature]  
Notary Public for the State of NV  
Residing at: 5673 Fairmeade Way LV, NV  
Commission Expires: 6-28-2022



# GREENSFERRY GLENN

A REPLAT OF FINDEM SUBDIVISION  
 LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35,  
 TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
 CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

## PANHANDLE HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN  
 SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE  
 CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND/OR SEWER LINES HAVE BEEN  
 COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REMOVED,  
 MODIFIED, WITH SECTION 50-13-25, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF  
 DISAPPROVAL.

HEALTH DISTRICT SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

## COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS  
 CERTIFICATE HAVE BEEN PAID THROUGH \_\_\_\_\_  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

KOOTENAI COUNTY TREASURER \_\_\_\_\_

## CITY ENGINEER CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR  
 PLUMBING ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

WILLIAM F. MELVIN, P.E. - IDAHO #6003

## CITY COUNCIL CERTIFICATE

THIS PLAT WAS ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO  
 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

RONALD G. JACOBSON - MAYOR

SHANNON HOWARD - CITY CLERK



BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
 INSTRUMENT # \_\_\_\_\_

## COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI  
 COUNTY, IDAHO AT THE REQUEST OF RYNE C. STOKER.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_\_ AS INSTRUMENT  
 NUMBER \_\_\_\_\_ OF PLATS AT PAGE(S) \_\_\_\_\_  
 FEE: \$ \_\_\_\_\_

BY DEPUTY: \_\_\_\_\_  
 KOOTENAI COUNTY RECORDER: JIM BRANNON

## COUNTY SURVEYOR

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREDIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE  
 DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021



## SURVEYOR'S CERTIFICATE

I, JOSHUA A. BIVLEY, DO HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO AND  
 THAT I HAVE EXAMINED THE HEREDIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE  
 DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS  
 HAVE BEEN MET. AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND A CORNER  
 POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND  
 LOCATIONS AND THE CORNER PERPETUATION AND PLUMBING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.



7800 N. MARSHALL DR., STE. 200 • COEUR D'ALENE, ID 83815  
 PHONE: (208) 775-6600 • FAX: (208) 772-6881  
 WWW.JASURVEYING.COM

## OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT THE RYNE C. STOKER SEPARATE PROPERTY TRUST, IS  
 THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND HAS CAUSED THE SAME  
 TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCKS AS HEREBY PLATTED, TO BE KNOWN AS  
 GREENSFERRY GLENN.

LOT 1 AND LOT 2 IN BLOCK A, OF FINDEM SUBDIVISION, ACCORDING TO THE PLAT FILED IN BOOK  
 G OF PLATS AT PAGE 359, RECORDS TO KOOTENAI COUNTY, IDAHO,  
 CONTAINING 40.202 SQUARE FEET OR 0.210 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO:  
 EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD AND OR APPEARING ON ABOVE DESCRIBED  
 PARCEL.  
 GRANTING A 10' UTILITY EASEMENT ADJACENT TO PUBLIC RIGHTS-OF-WAY FOR LUKE STREET, ROAD  
 "A", AND THE NORTH HALF OF ROAD "B", AS SHOWN ON THE FACE OF THIS PLAT,  
 GRANTING A 40' INGRESS/ADDRESS, UTILITY, AND MAINTENANCE EASEMENT ACROSS LOTS 13, 14, 15,  
 AND 16, AS SHOWN ON THE FACE OF THIS PLAT,  
 GRANTING A BRANNAGE EASEMENT ON LOT 17, BLOCK 2, AS SHOWN ON THE FACE OF THIS PLAT,  
 GRANTING A 10' UTILITY, SIDEWALK, AND BRANNAGE EASEMENT ALONG 16TH AVENUE AND  
 GREENSFERRY ROAD, AS SHOWN ON THE FACE OF THIS PLAT,  
 DEDICATING LUKE STREET, ROAD "A", AND ROAD "B" TO THE PUBLIC AS SHOWN ON THE FACE OF  
 THIS PLAT.

RYNE C. STOKER - TRUSTEE \_\_\_\_\_ DATE \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
 \_\_\_\_\_, 2021.

BY: RYNE C. STOKER - TRUSTEE RYNE C. STOKER, SEPARATE PROPERTY TRUST

(SIGNATURE OF NOTARY PUBLIC)

RESIDING AT \_\_\_\_\_



## CURVE TABLE

CURVE	ABC	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	22.78	14.50	90°00'00"	S 44°40'55" E	20.51
C2	22.78	14.50	90°00'00"	N 45°19'05" E	20.51
C3	16.80	52.00	18°37'20"	S 80°22'15" E	18.83
C4	16.80	52.00	18°37'20"	S 37°00'50" E	57.47
C5	60.89	52.00	67°05'30"	S 89°57'50" W	71.70
C6	78.11	52.00	87°09'44"	N 64°53'23" W	71.70
C7	78.11	52.00	87°09'44"	N 55°24'43" W	10.70
C8	11.36	6.50	66°32'24"	S 45°19'05" E	13.44
C9	14.82	9.50	90°00'00"	S 45°19'05" E	13.44
C10	20.22	13.00	90°00'00"	N 89°16'19" E	20.26
C11	20.22	13.00	90°00'00"	N 89°16'19" E	21.38
C12	21.38	15.00	90°42'59"	N 45°00'24" E	21.38
C13	23.75	15.00	90°42'59"	N 45°00'24" E	21.38





PRELIMINARY IMPROVEMENT PLAN  
**GREENFERRY GLENN**  
CITY OF POST FALLS, IDAHO

SHEET # C2.0  
PROJECT # 2020-287  
DATE 2/4/21  
TSCC

SURVEYORS & ENGINEERS  
7600 N. Mineral Dr., Ste. 900  
Coeur d'Alene, Idaho 83815  
Phone: (208) 772-6800  
Fax: (208) 772-6619  
www.hzsurvey.com



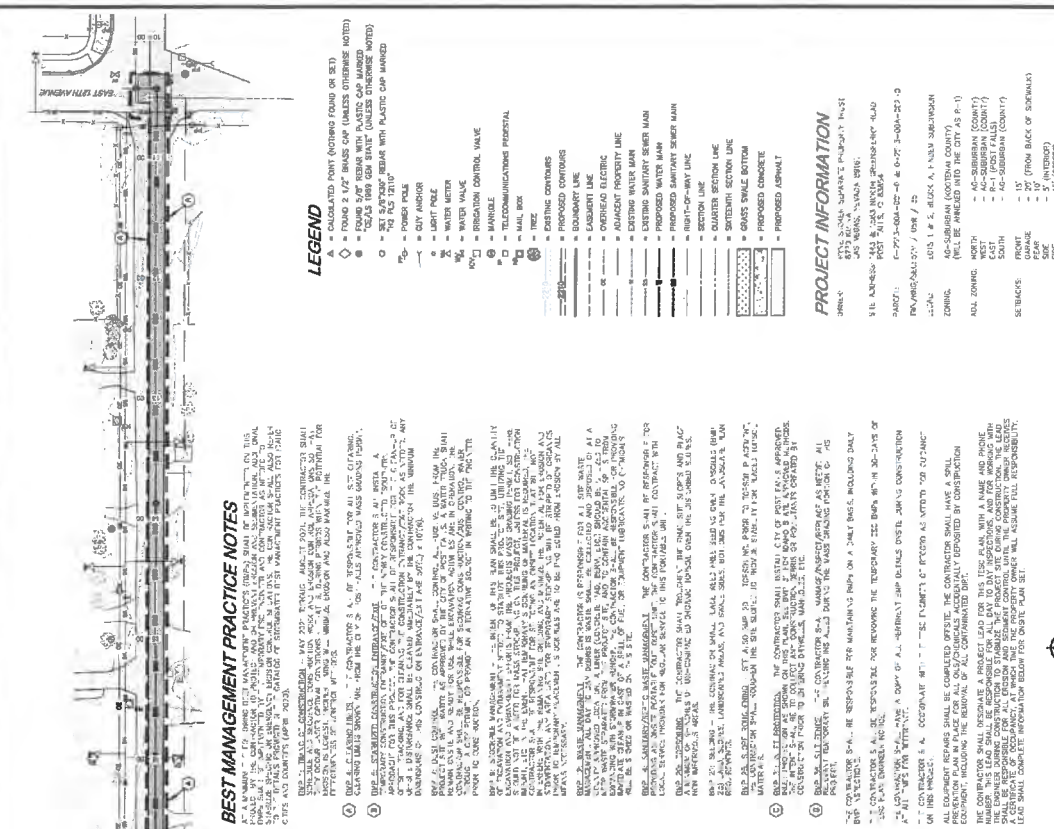
CHECKED	SLM
DRAWN	HRK
DESIGNED	NZ
SURVEYED	HZ



REVISIONS



811  
Know what's below.  
Call before you dig.



**LEGEND**

- ▲ CALCULATED POINT (DIMENSION FROM TSLS)
- ◊ FOUND 2 1/2" BRASS CAP (DIMENSIONS OTHERWISE NOTED)
- FOUND 5/8" BRASS WITH PLASTIC CAP MARKED
- FOUND 1/2" BRASS (UNLESS OTHERWISE NOTED)
- FOUND 3/4" BRASS WITH PLASTIC CAP MARKED
- FOUND 3/4" BRASS
- POWER POLE
- CITY MANHOLE
- MESH WITH
- MESH
- PEDESTAL
- PEDESTAL CONTROL VALVE
- PEDESTAL
- TELECOMMUNICATIONS PEDESTAL
- MAIL BOX
- REZ
- EXISTING CURBWAYS
- PROPOSED CURBWAYS
- EXISTING LINE
- EXISTING LINE
- OVERHEAD ELECTRIC
- ADJACENT PROPERTY LINE
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER MAIN
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER MAIN
- PROPOSED SANITARY LINE
- QUARTER SECTION LINE
- GRADE SWALE BOTTOM
- EXISTING SECTION LINE
- PROPOSED CHOSENE
- PROPOSED ASPHALT

**BEST MANAGEMENT PRACTICE NOTICE**

A. A. B. M. MEANS THE DESIGN AND CONSTRUCTION OF BEST MANAGEMENT PRACTICES (BMP) SHALL BE IN ACCORDANCE WITH THE IDAHO WATERSHED POLLUTION CONTROL ACT, IDAHO CODE SECTION 2-3-1, AND THE IDAHO WATERSHED POLLUTION CONTROL REGULATIONS, IDAHO ADMINISTRATIVE CODE SECTION 17.01. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BMP'S FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BMP'S FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BMP'S FOR THIS PROJECT.

**1. BMP'S SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE IDAHO WATERSHED POLLUTION CONTROL ACT, IDAHO CODE SECTION 2-3-1, AND THE IDAHO WATERSHED POLLUTION CONTROL REGULATIONS, IDAHO ADMINISTRATIVE CODE SECTION 17.01.**

**2. BMP'S SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE IDAHO WATERSHED POLLUTION CONTROL ACT, IDAHO CODE SECTION 2-3-1, AND THE IDAHO WATERSHED POLLUTION CONTROL REGULATIONS, IDAHO ADMINISTRATIVE CODE SECTION 17.01.**

**3. BMP'S SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE IDAHO WATERSHED POLLUTION CONTROL ACT, IDAHO CODE SECTION 2-3-1, AND THE IDAHO WATERSHED POLLUTION CONTROL REGULATIONS, IDAHO ADMINISTRATIVE CODE SECTION 17.01.**

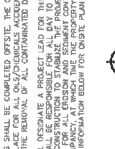
**4. BMP'S SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE IDAHO WATERSHED POLLUTION CONTROL ACT, IDAHO CODE SECTION 2-3-1, AND THE IDAHO WATERSHED POLLUTION CONTROL REGULATIONS, IDAHO ADMINISTRATIVE CODE SECTION 17.01.**

**5. BMP'S SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE IDAHO WATERSHED POLLUTION CONTROL ACT, IDAHO CODE SECTION 2-3-1, AND THE IDAHO WATERSHED POLLUTION CONTROL REGULATIONS, IDAHO ADMINISTRATIVE CODE SECTION 17.01.**

**6. BMP'S SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE IDAHO WATERSHED POLLUTION CONTROL ACT, IDAHO CODE SECTION 2-3-1, AND THE IDAHO WATERSHED POLLUTION CONTROL REGULATIONS, IDAHO ADMINISTRATIVE CODE SECTION 17.01.**

**PROJECT INFORMATION**

PROJECT # 2020-287  
SITING ADDRESS 1415 S. COLUMBIA ST.  
POST OFFICE BOX 5000  
POSTAL CODE 83854  
CITY OF POST FALLS, IDAHO  
PROJECT START DATE 08/27/20  
PROJECT END DATE 09/04/21



**SITE LOG NOTE**  
THE CONTRACTOR SHALL SUBMIT THE SITE LOG TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION OF SITE IMPROVEMENTS.

**EXISTING SITE CONDITIONS**  
THE SITE HAS BEEN (X) BROWNS. STRUCTURES, TOP OF GROUND AND EXISTING STRUCTURES ARE TO REMAIN AND THE GRASS ARE TO BE LOW GRAZING AND A FIVE FEET.

**CONTRACTOR'S PROJECT LEAD**

DATE 2/4/21





**SURVEYORS + ENGINEERS**  
 7500 N. Mineral Dr., Ste. 300  
 Coeur d'Alene, Idaho 83815  
 Phone: (208) 772-6500  
 Fax: (208) 772-6819  
 www.h2survey.com

DATE: 12/12/11  
 DRAWN: HNS  
 CHECKED: SLM



RTSON

**GREENSFERRY GLENN**  
 PRELIMINARY IMPROVEMENT PLAN  
 CITY OF POST FALLS, IDAHO

**GREENSFERRY**  
 RD PLAN &  
 PROFILE

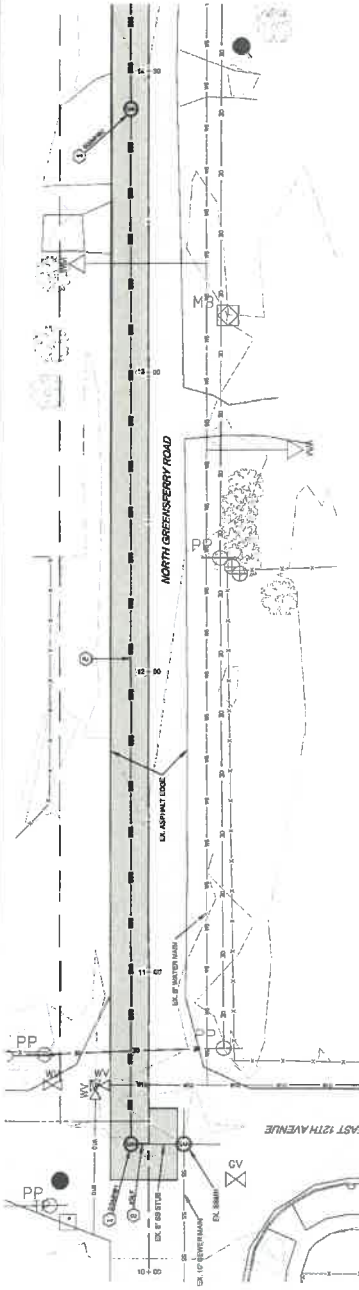
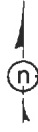
SHEET # **C4.0**  
 PROJECT # **2020-287**  
 DATE **2/2/11**

**CONSTRUCTION NOTES**

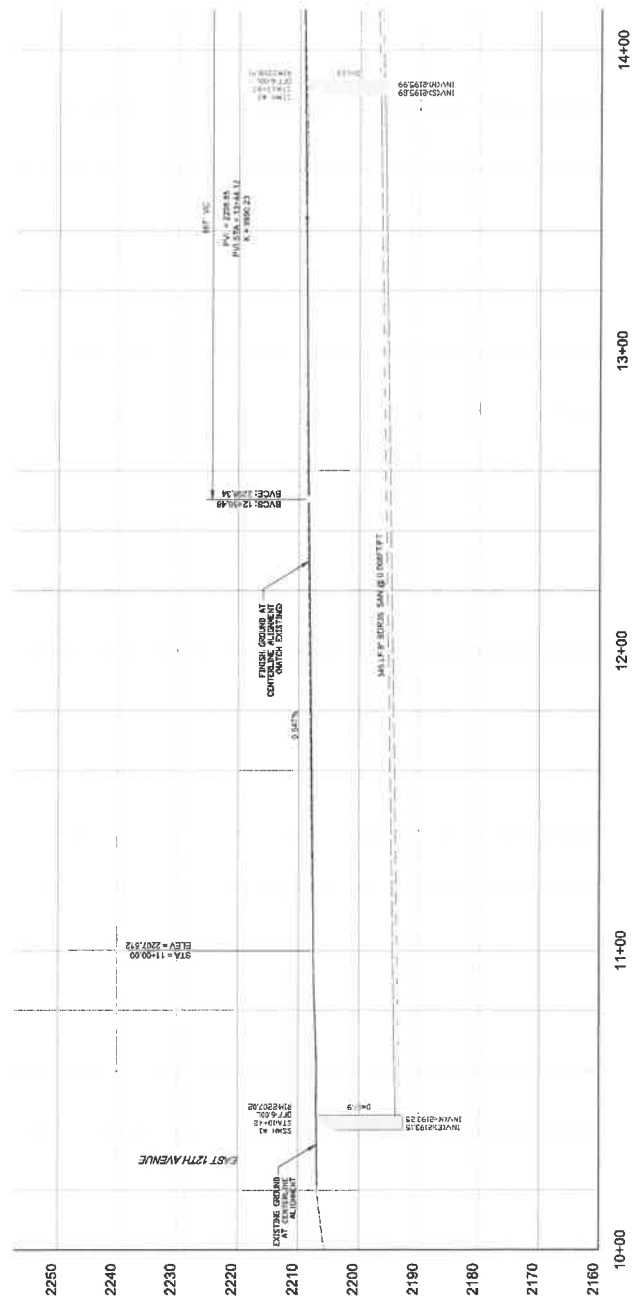
1. STANDARD SIDEWALK PER CITY OF POST FALLS
2. 8" DIPS PVC SANITARY SEWER MAIN PER MANUFACTURERS DRAWING 301 AND CITY OF POST FALLS STANDARD
3. 4" DIPS PVC SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 301
4. 8" DIPS PVC WATER MAIN PER CITY OF POST FALLS STANDARD DRAWING 301
5. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS REQUIREMENTS
6. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS REQUIREMENTS
7. FREE HOUSTON PER MANUFACTURERS SPECIFICATIONS, AND CITY OF POST FALLS REQUIREMENTS
8. 8" DIPS PVC WATER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS REQUIREMENTS
9. 4" DIPS PVC WATER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 301
10. 8" DIPS PVC WATER MAIN PER CITY OF POST FALLS STANDARD DRAWING 301
11. TYPICAL "ROAD A" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
12. TYPICAL "ROAD B" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
13. TYPICAL "ROAD C" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
14. TYPICAL "ROAD D" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
15. TYPICAL "ROAD E" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
16. TYPICAL "ROAD F" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
17. TYPICAL "ROAD G" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
18. TYPICAL "ROAD H" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
19. TYPICAL "ROAD I" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
20. TYPICAL "ROAD J" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
21. TYPICAL "ROAD K" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
22. TYPICAL "ROAD L" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
23. TYPICAL "ROAD M" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
24. TYPICAL "ROAD N" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
25. TYPICAL "ROAD O" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
26. TYPICAL "ROAD P" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
27. TYPICAL "ROAD Q" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
28. TYPICAL "ROAD R" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
29. TYPICAL "ROAD S" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
30. TYPICAL "ROAD T" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
31. TYPICAL "ROAD U" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
32. TYPICAL "ROAD V" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
33. TYPICAL "ROAD W" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
34. TYPICAL "ROAD X" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
35. TYPICAL "ROAD Y" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0
36. TYPICAL "ROAD Z" IMPROVEMENTS PER THE SECTION PROVIDED ON SHEET C3.0



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**GREENSFERRY ROAD PLAN**



**GREENSFERRY ROAD PROFILE**

SCALE: 1"=20'





7800 N. Mineral Dr., Ste. 300  
 Coeur d'Alene, Idaho 83815  
 Phone: (208) 772-6900  
 Fax: (208) 772-6919  
 www.hs2survey.com

SUPERVISOR  
 DESIGNER  
 CHECKED



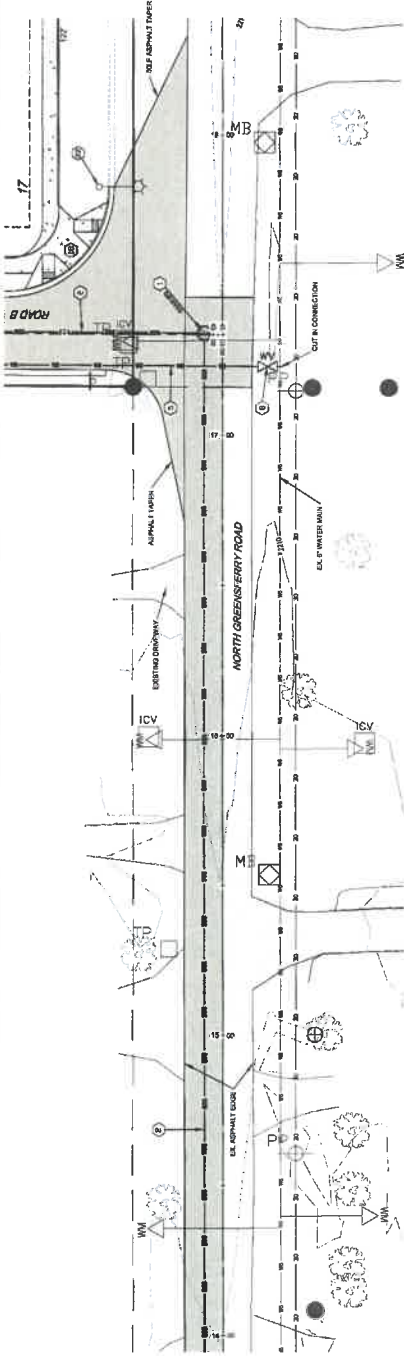
REVISIONS

GREENSFERRY GLENN  
 PRELIMINARY IMPROVEMENT PLAN  
 CITY OF POST FALLS, IDAHO

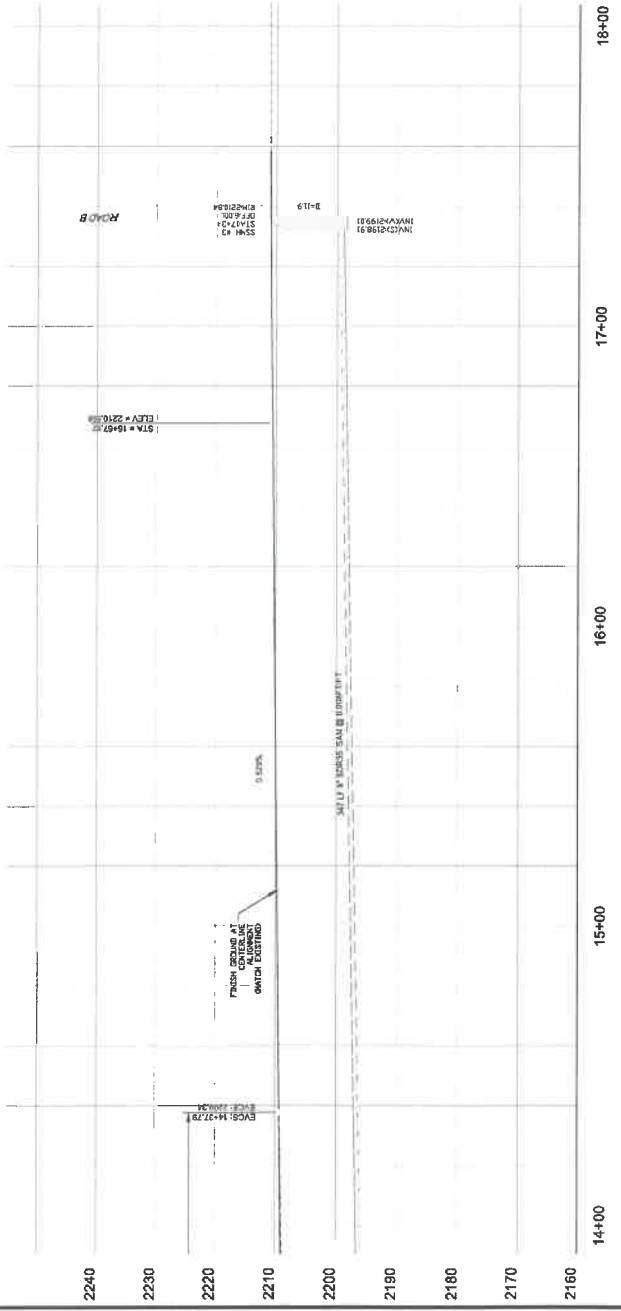
GREENSFERRY  
 RD PLAN &  
 PROFILE  
 SHEET #  
 C4.1  
 PROJECT #  
 2020-287  
 DATE  
 2/4/21

**CONSTRUCTION NOTES**

1. COMPLY WITH ALL CITY OF POST FALLS STANDARD DRAWING NOTES.
2. 8" DUCTILE IRON SANITARY SEWER MAIN PER MANUFACTURERS STANDARD DRAWING 501.
3. 4" DUCTILE IRON SANITARY SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 501.
4. 8" DUCTILE IRON SANITARY SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 501.
5. 8" DUCTILE IRON WATER MAIN PER MANUFACTURERS STANDARD DRAWING 501.
6. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS REQUIREMENTS.
7. FIRE PROTECT FOR MANUFACTURERS SPECIFICATIONS, AND ALL OTHERS PER CITY OF POST FALLS STANDARD DRAWING 501.
8. 4" WATER MAIN PER CITY OF POST FALLS STANDARD DRAWING 501.
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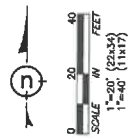


**GREENSFERRY ROAD PLAN**



**GREENSFERRY ROAD PROFILE**

1" = 40' (PLAN)  
 1" = 20' (PROFILE)



811  
 Key to symbols below.  
 Call before you dig.





**GREENSFERRY ROAD IMPROVEMENT PLAN**  
 PRELIMINARY IMPROVEMENT PLAN  
 CITY OF POST FALLS, IDAHO

PROFESSIONAL ENGINEER  
 LICENSE NO. 15809  
 IDAHO

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/01/2020
2	FOR CONSTRUCTION	08/01/2020

DATE: 08/01/2020  
 DRAWN: HMS  
 CHECKED: SLM  
 SURVEYED: h2  
 DESIGNED: h2

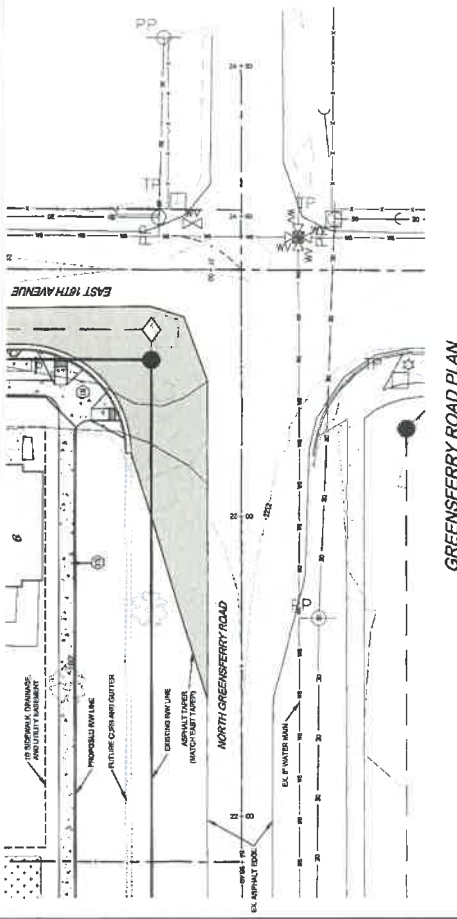
7500 N. Mineral Dr., Ste. 300  
 Coeur d'Alene, Idaho 83815  
 Phone: (208) 772-6000  
 Fax: (208) 772-6119  
 www.hzsurvey.com

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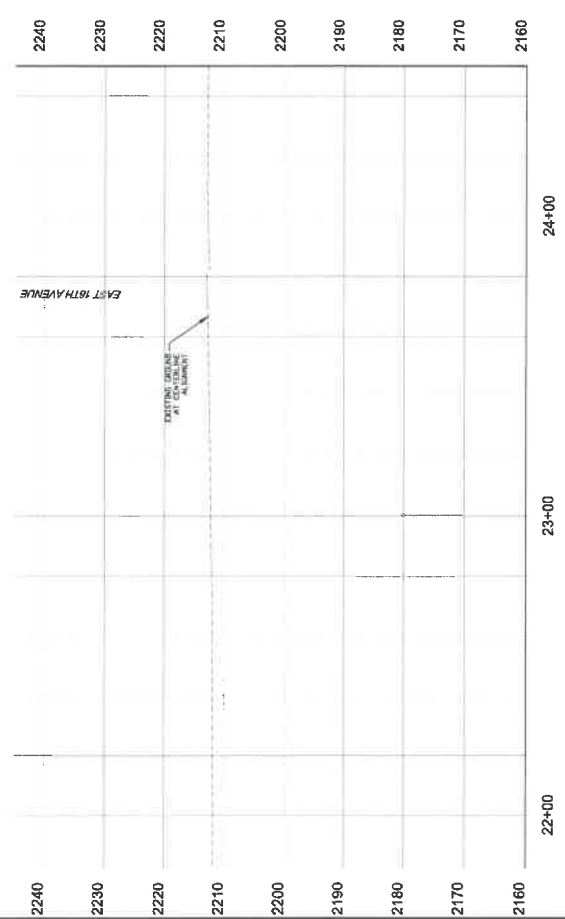
2/4/21  
 PROJECT NO.  
 2020-287  
 SHEET NO.  
 3

**CONSTRUCTION NOTES**

- STANDARD DRAWING PER CITY OF POST FALLS
- 8" SPS3 PVC SANITARY SEWER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- 4" SPS3 PVC SINKER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 301.
- 8" CDS3 PVC WATER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- USE EXISTING PER MANUFACTURERS SPECIFICATIONS, AND ADD 100% EXCESS CAPACITY TO ALL WATER MAINS.
- 8" SPS3 PVC SANITARY SEWER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- 4" SPS3 PVC SINKER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 301.
- 8" CDS3 PVC WATER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- USE EXISTING PER MANUFACTURERS SPECIFICATIONS, AND ADD 100% EXCESS CAPACITY TO ALL WATER MAINS.
- 8" SPS3 PVC SANITARY SEWER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- 4" SPS3 PVC SINKER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 301.
- 8" CDS3 PVC WATER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- USE EXISTING PER MANUFACTURERS SPECIFICATIONS, AND ADD 100% EXCESS CAPACITY TO ALL WATER MAINS.
- 8" SPS3 PVC SANITARY SEWER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- 4" SPS3 PVC SINKER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 301.
- 8" CDS3 PVC WATER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 301.
- USE EXISTING PER MANUFACTURERS SPECIFICATIONS, AND ADD 100% EXCESS CAPACITY TO ALL WATER MAINS.



**GREENSFERRY ROAD PLAN**



**GREENSFERRY ROAD PROFILE**

SCALE: H=1/8"  
 V=1/4"=1'-0"

811  
 Know what's below  
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SCALE: H=1/8"  
 V=1/4"=1'-0"

0 20 40  
 FEET



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 Coeur d'Alene, Idaho 83815  
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 Fax: (208) 772-6519  
 www.hzsurvey.com

DESIGNED BY	HZ
CHECKED BY	SLM
DATE	11/17/17

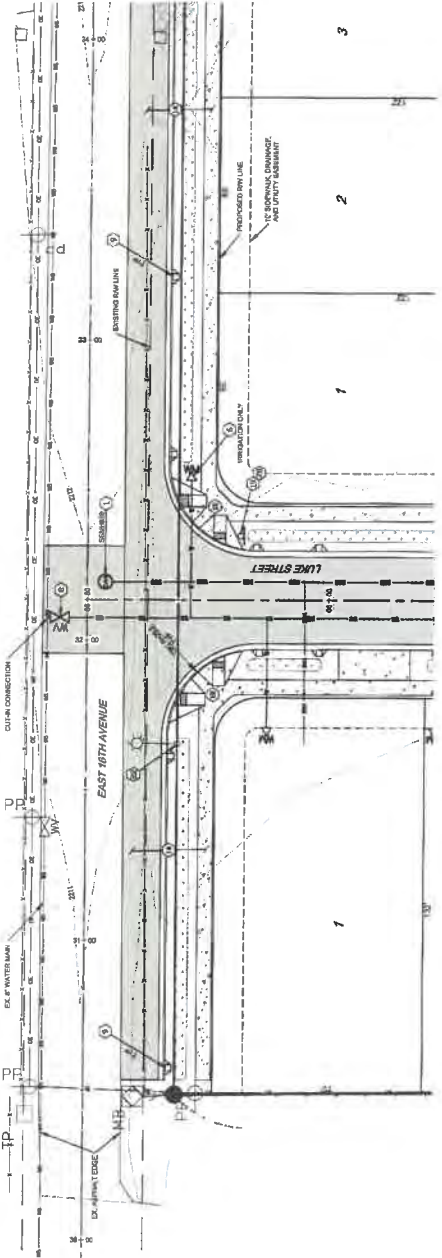


**GREENSFERRY GLENN**  
 PRELIMINARY IMPROVEMENT PLAN  
 CITY OF POST FALLS, IDAHO

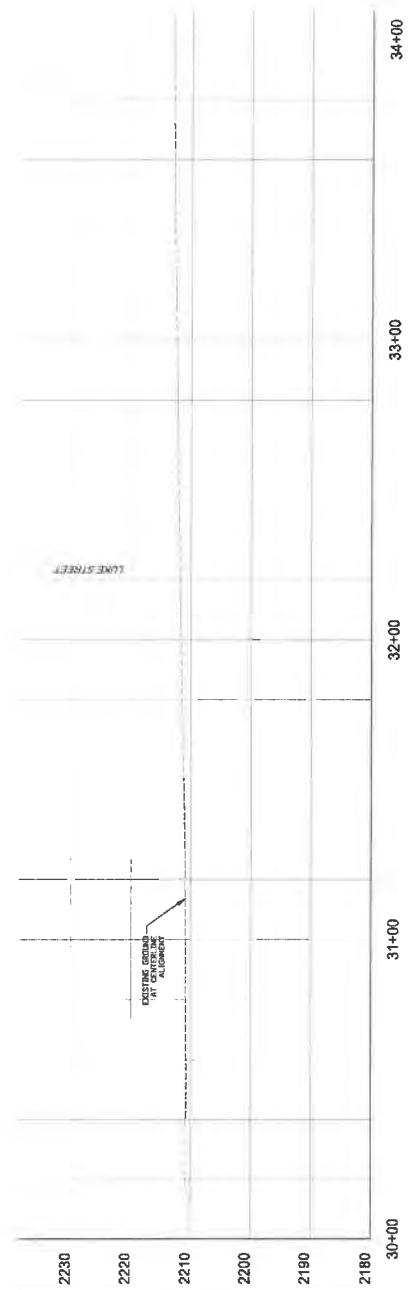
SHEET #	C4.4
PROJECT #	2020-297
DATE	2/2/21

**CONSTRUCTION NOTES**

1. STANDARD SLOPE MARKING PER CITY OF POST FALLS DRAWING 501.
2. 8" COPED PVC MANHOLE DEWATER MANHOLE PER MANUFACTURERS PER CITY OF POST FALLS STANDARD DRAWING 501.
3. 4" COPED PVC SERVICE SERVICE PER CITY OF POST FALLS STANDARD DRAWING 501.
4. 6" COPED PVC SERVICE SERVICE PER CITY OF POST FALLS STANDARD DRAWING 501.
5. 8" COPED PVC WATER MAIN PER MANUFACTURERS PER CITY OF POST FALLS STANDARD DRAWING 501.
6. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND REQUIREMENTS WITH CITY DISTRICT STANDARDS AND REQUIREMENTS.
7. FIRE HYDRANT PER MANUFACTURERS SPECIFICATIONS AND REQUIREMENTS. LOCATION PER A-101, A-102, A-103, A-104, A-105, A-106, A-107, A-108, A-109, A-110, A-111, A-112, A-113, A-114, A-115, A-116, A-117, A-118, A-119, A-120, A-121, A-122, A-123, A-124, A-125, A-126, A-127, A-128, A-129, A-130, A-131, A-132, A-133, A-134, A-135, A-136, A-137, A-138, A-139, A-140, A-141, A-142, A-143, A-144, A-145, A-146, A-147, A-148, A-149, A-150, A-151, A-152, A-153, A-154, A-155, A-156, A-157, A-158, A-159, A-160, A-161, A-162, A-163, A-164, A-165, A-166, A-167, A-168, A-169, A-170, A-171, A-172, A-173, A-174, A-175, A-176, A-177, A-178, A-179, A-180, A-181, A-182, A-183, A-184, A-185, A-186, A-187, A-188, A-189, A-190, A-191, A-192, A-193, A-194, A-195, A-196, A-197, A-198, A-199, A-200, A-201, A-202, A-203, A-204, A-205, A-206, A-207, A-208, A-209, A-210, A-211, A-212, A-213, A-214, A-215, A-216, A-217, A-218, A-219, A-220, A-221, A-222, A-223, A-224, A-225, A-226, A-227, A-228, A-229, A-230, A-231, A-232, A-233, A-234, A-235, A-236, A-237, A-238, A-239, A-240, A-241, 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**16TH AVENUE PLAN**



**16TH AVENUE PROFILE**



SCALE: HORIZONTAL  
 1"=40'  
 SCALE: VERTICAL  
 1"=20' (22x45)  
 1"=40' (11x17)









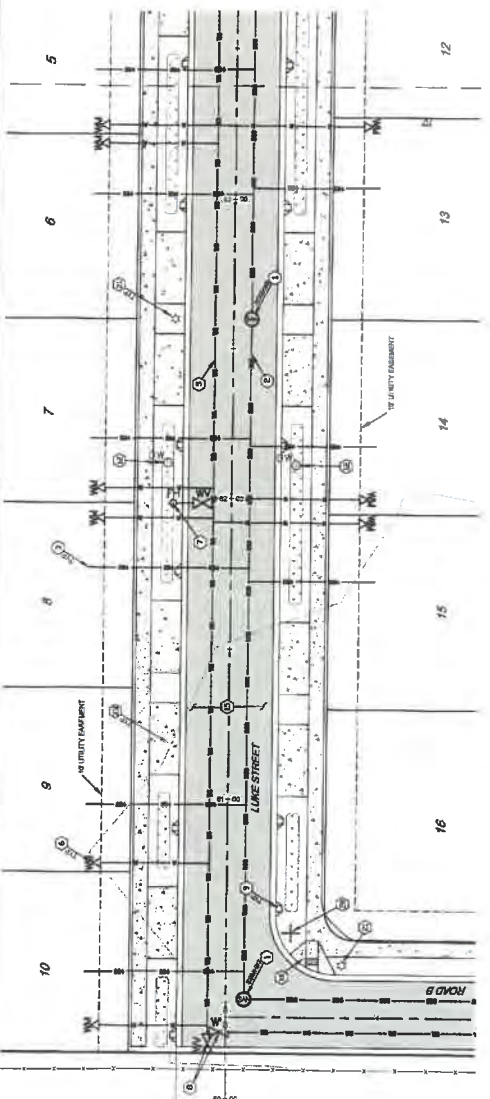
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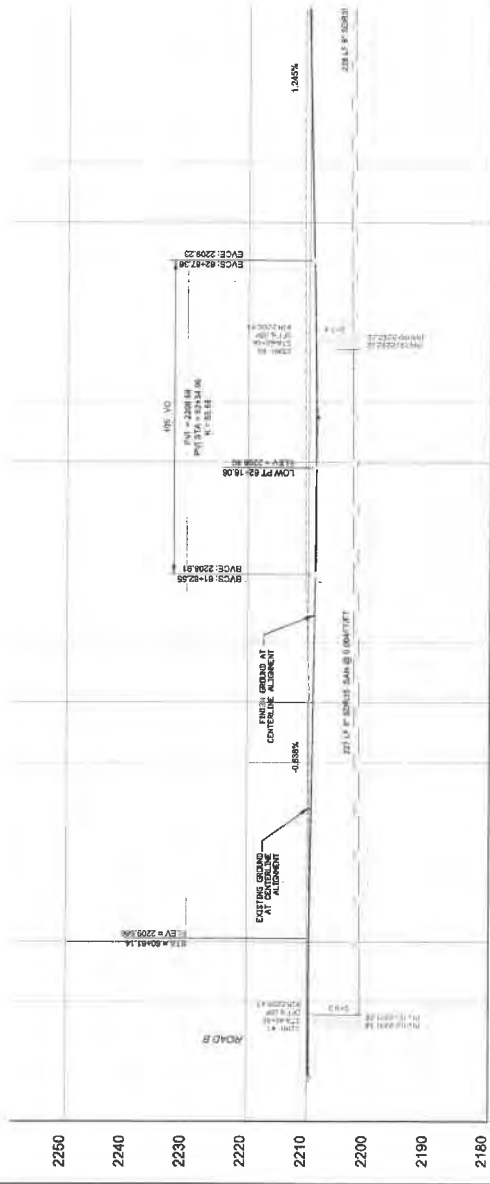
**GREENSFERRY GLENN**  
 PRELIMINARY IMPROVEMENT PLAN  
 CITY OF POST FALLS, IDAHO

SHEET # **C4.6**  
 PROJECT # **2020-257**  
 DATE **2/4/21**

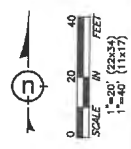
- CONSTRUCTION NOTES**
1. STANDARD SPECIFICATIONS FOR CITY OF POST FALLS STANDARD DRAWING 201.
  2. 8" SDR35 PVC SANITARY SEWER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 201.
  3. 4" SDR35 PVC SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 201.
  4. 8" SDR35 PVC SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 201.
  5. 1" WATER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 201.
  6. 8" COOD PVC WATER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 201.
  7. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 201.
  8. 8" SDR35 PVC SANITARY SEWER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 201.
  9. 4" SDR35 PVC SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 201.
  10. 8" SDR35 PVC SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 201.
  11. 1" WATER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 201.
  12. 8" COOD PVC WATER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 201.
  13. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 201.
  14. TYPICAL 18" WITH AVERAGE APPROXIMATIONS FOR THE SECTION PROVIDED ON SHEET C1.0.
  15. TYPICAL "ROAD A" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  16. TYPICAL "ROAD B" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  17. TYPICAL "ROAD C" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  18. TYPICAL "ROAD D" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  19. TYPICAL "ROAD E" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  20. TYPICAL "ROAD F" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  21. TYPICAL "ROAD G" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  22. TYPICAL "ROAD H" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  23. TYPICAL "ROAD I" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  24. TYPICAL "ROAD J" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  25. TYPICAL "ROAD K" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  26. TYPICAL "ROAD L" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  27. TYPICAL "ROAD M" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  28. TYPICAL "ROAD N" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  29. TYPICAL "ROAD O" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  30. TYPICAL "ROAD P" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  31. TYPICAL "ROAD Q" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  32. TYPICAL "ROAD R" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  33. TYPICAL "ROAD S" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  34. TYPICAL "ROAD T" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  35. TYPICAL "ROAD U" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  36. TYPICAL "ROAD V" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  37. TYPICAL "ROAD W" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  38. TYPICAL "ROAD X" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  39. TYPICAL "ROAD Y" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.
  40. TYPICAL "ROAD Z" IMPROVEMENTS FOR THE SECTION PROVIDED ON SHEET C1.0.



**LUKE STREET PLAN**



**LUKE STREET PROFILE**



**811**  
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 Fax: (208) 772-6819  
 www.h2survey.com

DATE	2/2/21
PROJECT	LUKE STREET
DESCRIPTION	PLAN & PROFILE
SCALE	1"=40' (PLAN) 1"=20' (PROFILE)
DATE	2/2/21

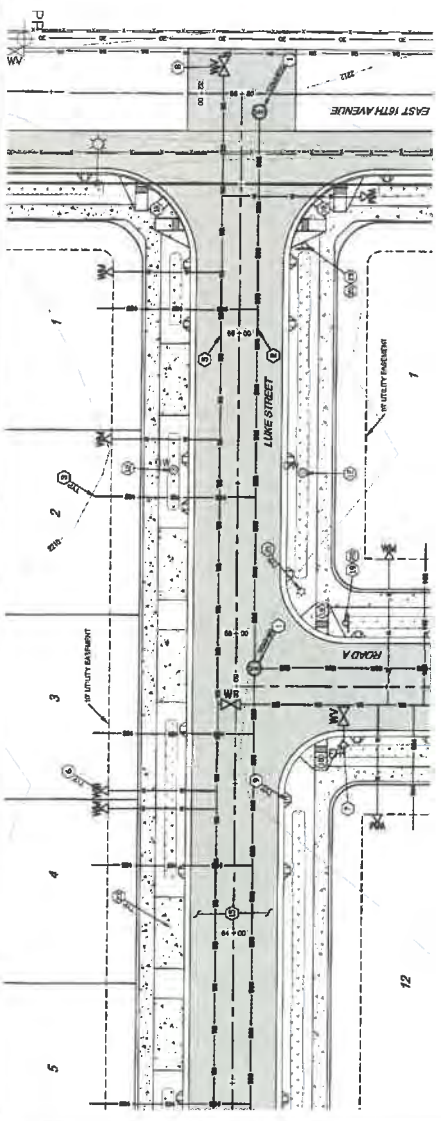


**GREENSFERRY GLENN**  
 PRELIMINARY IMPROVEMENT PLAN  
 CITY OF POST FALLS, IDAHO

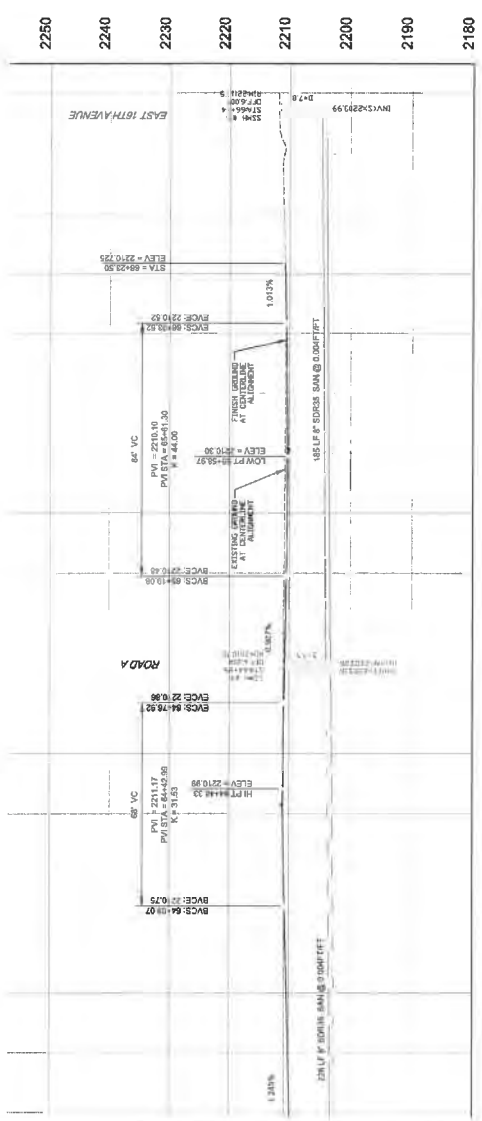
**LUKE STREET**  
**PLAN & PROFILE**  
 SHEET # **C47**  
 PROJECT # **2020-287**  
 DATE **2/2/21**

**CONSTRUCTION NOTES**

1. SHALL BE DONE PER CITY OF POST FALLS STANDARD DRAWING 301.
2. 8" DIPS PVC SANITARY SEWER MAIN PER MANUFACTURERS DRAWING 301 AND CITY OF POST FALLS STANDARD DRAWING 301.
3. 4" DIPS PVC SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 301.
4. 8" DIPS PVC WATER MAIN PER MANUFACTURERS DRAWING 301 AND CITY OF POST FALLS STANDARD DRAWING 301.
5. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS, AND CITY OF POST FALLS STANDARD DRAWING 301.
6. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS, AND CITY OF POST FALLS STANDARD DRAWING 301.
7. FIRE HYDRANT PER MANUFACTURERS SPECIFICATIONS, AND CITY OF POST FALLS STANDARD DRAWING 301.
8. 12" DIPS PVC SANITARY SEWER MAIN PER MANUFACTURERS DRAWING 301 AND CITY OF POST FALLS STANDARD DRAWING 301.
9. 6" DIPS PVC SANITARY SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 301.
10. 4" DIPS PVC SANITARY SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 301.
11. 8" DIPS PVC WATER MAIN PER MANUFACTURERS DRAWING 301 AND CITY OF POST FALLS STANDARD DRAWING 301.
12. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS, AND CITY OF POST FALLS STANDARD DRAWING 301.
13. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS, AND CITY OF POST FALLS STANDARD DRAWING 301.
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**LUKE STREET PLAN**



**LUKE STREET PROFILE**

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SCALE IN FEET  
 1"=20' (22x34)  
 1"=40' (11x17)

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CHECKED BY	SLM
DATE	2/4/21

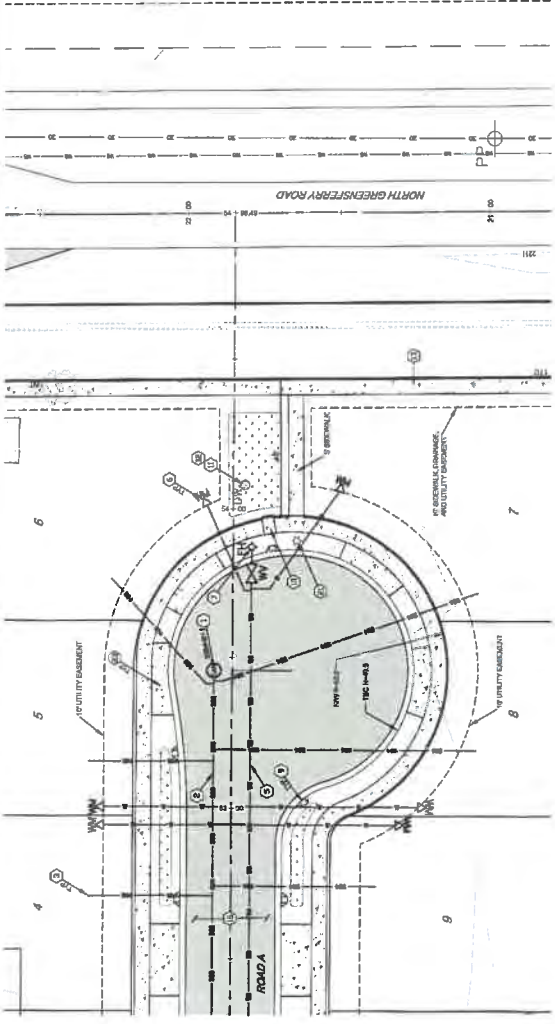
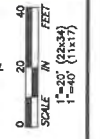


**GREENSFERRY GLENN**  
 PRELIMINARY IMPROVEMENT PLAN  
 CITY OF POST FALLS, IDAHO

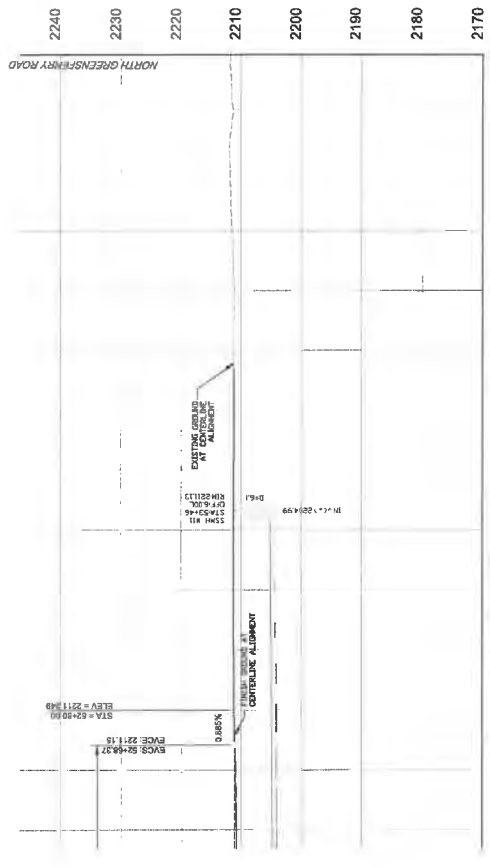
**ROAD A PLAN & PROFILE**  
 SHEET # C4.9  
 2020-2021  
 2/4/21

**CONSTRUCTION NOTES**

1. SHOWN SHOP MANUAL PER CITY OF POST FALLS STANDARD DRAWING 501.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 501.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF POST FALLS STANDARD DRAWING 501.
4. 2" SLOPED PVC SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 50A.
5. 8" CONCRETE MANHOLE PER MANUFACTURER'S SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 501.
6. 1" WATER SERVICE PER MANUFACTURER'S SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 501.
7. FIRE HOSE TAP PER MANUFACTURER'S SPECIFICATIONS AND CITY OF POST FALLS STANDARD DRAWING 501.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF POST FALLS STANDARD DRAWING 501.
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50. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF POST FALLS STANDARD DRAWING 501.



**ROAD A PLAN**



**ROAD A PROFILE**





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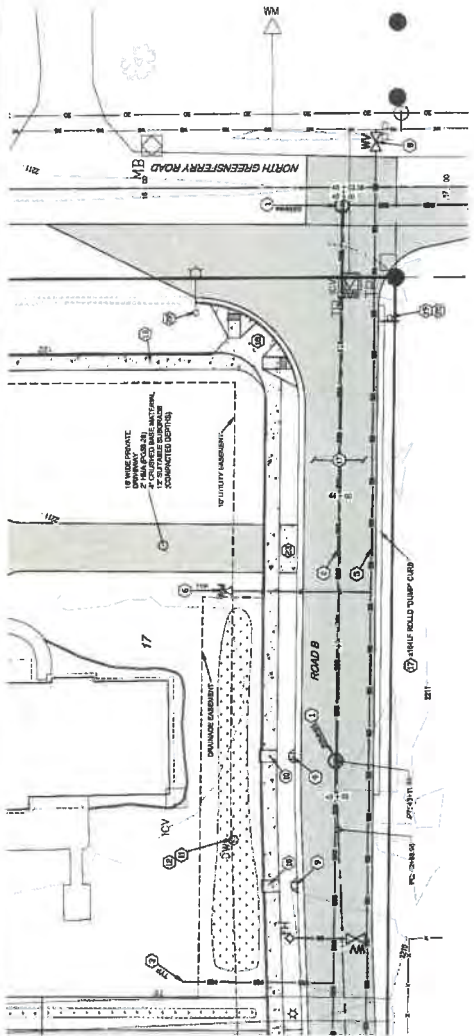
DESIGNED BY	HMKS
DRAWN BY	HMKS
CHECKED BY	SJM
DATE	10/11/11

**GREENSFERRY GLENN**  
 PRELIMINARY IMPROVEMENT PLAN  
 CITY OF POST FALLS, IDAHO

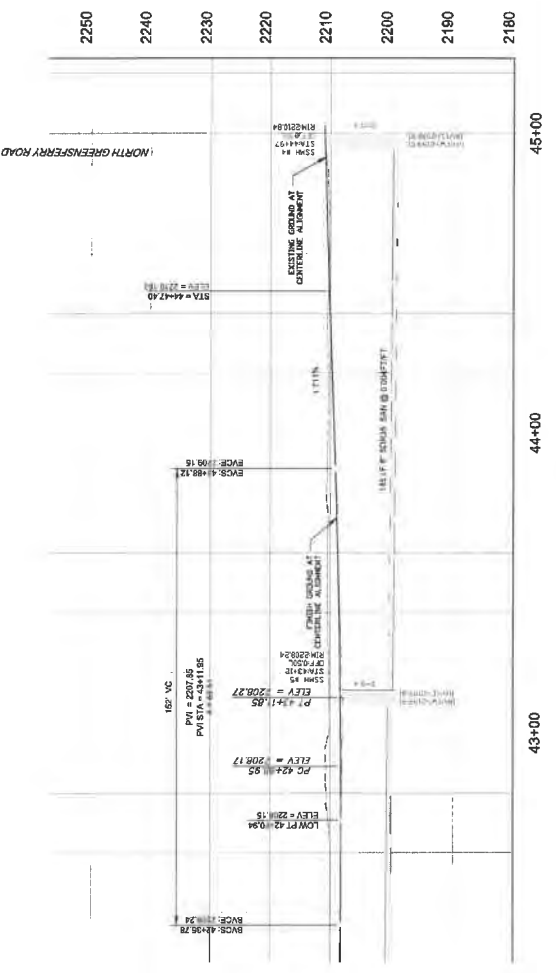
SHEET #	C4.11
PROJECT #	2020-287
DATE	2/4/21

**CONSTRUCTION NOTES**

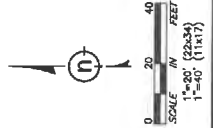
1. STANDARD SPEC MANUAL FOR CITY OF POST FALLS STANDARD DRAWING 301.
2. 6" DIPS PVC SANITARY SEWER MAIN PER MANUFACTURERS DRAWING 300 AND CITY OF POST FALLS STANDARD DRAWING 300.
3. 4" DIPS PVC SEWER SERVICE PER CITY OF POST FALLS STANDARD DRAWING 304.
4. 1" DIPS PVC WATER MAIN PER CITY OF POST FALLS STANDARD DRAWING 303.
5. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS REQUIREMENTS.
6. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS REQUIREMENTS.
7. PRE-INSULATED WATER MAIN PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS REQUIREMENTS.
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30. 1" WATER SERVICE PER MANUFACTURERS SPECIFICATIONS AND CITY OF POST FALLS REQUIREMENTS.



**ROAD B PLAN**



**ROAD B PROFILE**



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**GREENSPERRY GLENN**  
CITY OF POST FALLS, IDAHO  
PRELIMINARY IMPROVEMENT PLAN

PROJECT  
DETAILS

DATE: 2/4/21  
DRAWN: 2020-287  
SHEET: 6  
PROJECT # C5.0



**STREET SIGN PLACEMENT DETAIL**  
STANDARD DRAWING NO. SD 2018

APPROVED BY: [Signature] DATE: 3/19/14  
CITY ENGINEER, P.E.

**NOTES:**

1. CONCRETE FOOTINGS SHALL BE REINFORCED 8" SQUARE.
2. 3/4" REINFORCING BARS SHALL BE WRAPPED WITH DUCT BOND ADHESIVE TO PREVENT CORROSION. REINFORCING BARS SHALL BE SPACED TO 24".
3. FOR APPLICATIONS WHERE THE TOTAL SIGN AREA IS GREATER THAN 16 SQ FT (AS SHOWN ON THE PLANS), ALL SIGNS SHALL BE INSTALLED AS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED.
4. ALL SIGNS SHALL BE INSTALLED AS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED.
5. ALL SIGN FOOTINGS SHALL BE VISUALLY INSPECTED PRIOR TO BACKFILLING AND COMPLETION.

**CUL-DE-SAC DETAIL**  
STANDARD DRAWING NO. SD 2007

APPROVED BY: [Signature] DATE: 3/19/14  
CITY ENGINEER, P.E.

**NOTES:**

1. STREET PROFILE GRADES SHALL MINIMUM.
2. MINIMUM CUL-DE-SAC RAD. ARE. 50 FEET FOR 10'-12" WIDE AND 40 FEET, MEASURED FROM CENTER POINT, TO FACE OF CURB.
3. CURB & BUTTER IS REQUIRED.
4. CUL-DE-SAC MAY BE STREET TO THE LEFT OR RIGHT OF CENTERLINE SO LONG AS IT IS PROTECTED BY A 30" HIGH CONCRETE CURB.
5. SIDEWALK CONCRETE SHALL BE 9" REINFORCED TO MATCH EXISTING.
6. SIDEWALK LOCATION AND DRAINAGE PATTERNS MAY VARY.
7. CONTIGUOUS SIDEWALKS SHALL BE LOCATED WITHIN THE CUL-DE-SAC.

**TYPICAL GRASSY SWALE WITH DRYWELL DETAIL**  
STANDARD DRAWING NO. SD 601

APPROVED BY: [Signature] DATE: 3/19/14  
CITY ENGINEER, P.E.

**NOTES:**

1. DRYWELLS SHALL BE CONSTRUCTED ON FIRM, STABLE SOILS. IF THESE SOILS ARE NOT PRESENT, A PERCOLATION TEST SHALL BE CONDUCTED TO VERIFY DESIGN CAPACITY.
2. FINISHED SWALE DEPTHS SHALL BE CONSTRUCTED AS SHOWN ON THE APPROVED PLANS. IN RESIDENTIAL AREAS OR GREATER THAN 8" IN COMMERCIAL AREAS, SWALES SHALL BE LOCATED BEHIND THE SIDEWALK WHEN SIDEWALK UNDERDRAINS ARE PROVIDED.
3. SWALES MAY, AT DISCRETION, BE LOCATED BEHIND THE SIDEWALK WHEN SIDEWALK UNDERDRAINS ARE PROVIDED.
4. NEAREST CURB CUT.

**STREET NAME SIGN DETAIL**  
STANDARD DRAWING NO. SD 2010

APPROVED BY: [Signature] DATE: 9/9/10  
CITY ENGINEER, P.E.

**NOTES:**

1. ALL SIGN LETTERING SHALL BE HIGH INTENSITY AND SHALL HAVE WHITE LETTERING ON A BLUE BACKGROUND.
2. ALL SIGN LETTERING SHALL BE 1 1/2" HIGH.
3. ALL SIGN LETTERING SHALL BE 1 1/2" HIGH.
4. ALL SIGN LETTERING SHALL BE 1 1/2" HIGH.
5. ALL SIGN LETTERING SHALL BE 1 1/2" HIGH.
6. ALL SIGN LETTERING SHALL BE 1 1/2" HIGH.
7. ALL SIGN LETTERING SHALL BE 1 1/2" HIGH.

**STANDARD CURB AND GUTTER**  
STANDARD DRAWING NO. SD 2010

APPROVED BY: [Signature] DATE: 9/9/10  
CITY ENGINEER, P.E.

**NOTES:**

1. WHEN EXISTING CURB IS REMOVED, CARE SHALL BE TAKEN NOT TO DISTURB EXISTING PAVEMENT.
2. A BROOM FINISH IS REQUIRED.
3. FLEX EXPANSION JOINTS ARE REQUIRED AT CURB RETURNS, CURB JOINTS AND CATCH BASINS.
4. PILEUP ALL EXPOSED CORNERS WITH A FINISH OF 1/2".

**SIDEWALK DETAIL**  
STANDARD DRAWING NO. SD 2012

APPROVED BY: [Signature] DATE: 3/19/14  
CITY ENGINEER, P.E.

**NOTES:**

1. CURB JOINTS SHALL BE PLACED EVERY 5 FEET AND MATCH.
2. CURB JOINTS SHALL BE PLACED EVERY 5 FEET AND MATCH.
3. CURB JOINTS SHALL BE PLACED EVERY 5 FEET AND MATCH.
4. CURB JOINTS SHALL BE PLACED EVERY 5 FEET AND MATCH.
5. CURB JOINTS SHALL BE PLACED EVERY 5 FEET AND MATCH.



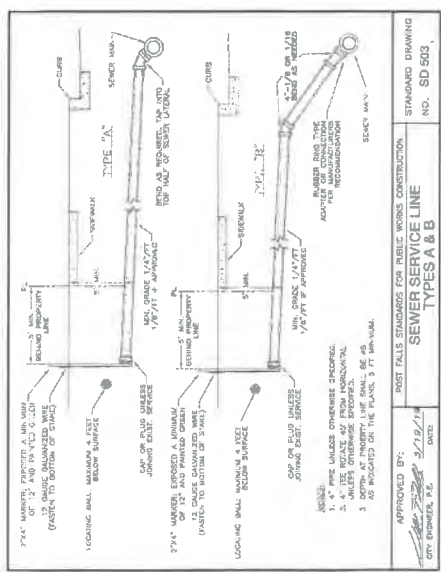
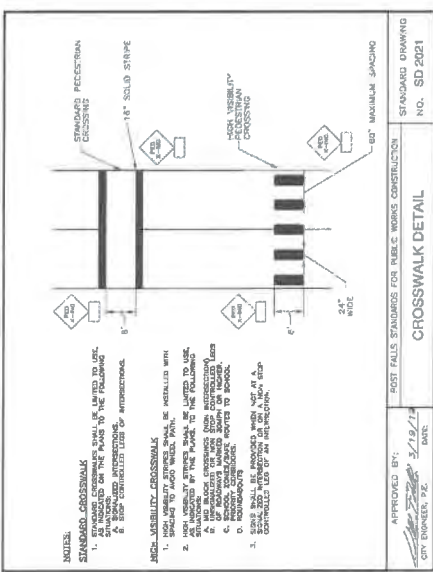
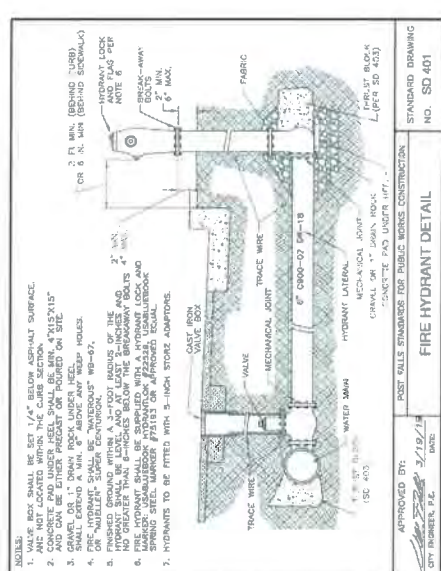
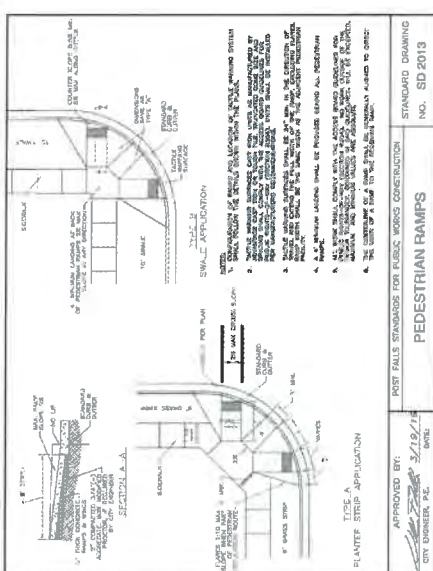
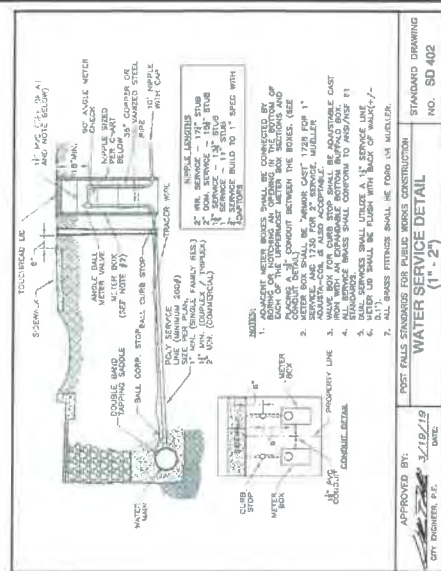
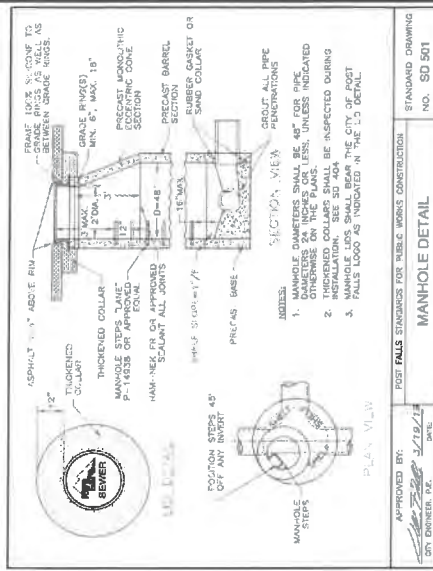


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REVISIONS	DATE	BY
1	3/19/18	JD
2	3/19/18	JD
3	3/19/18	JD
4	3/19/18	JD
5	3/19/18	JD
6	3/19/18	JD
7	3/19/18	JD
8	3/19/18	JD
9	3/19/18	JD
10	3/19/18	JD

GREENSFERRY GLENN  
 CITY OF POST FALLS, IDAHO  
 PRELIMINARY IMPROVEMENT PLAN

PROJECT DETAILS  
 SHEET # CS.1  
 DATE 2/24/21  
 PROJECT # 2020-287





**Greensferry Glenn Subdivision  
File No. SUBD-0005-2021  
Planning and Zoning Commission  
Reasoned Decision**

**A. INTRODUCTION:**

**APPLICANT:** Scott McArthur – H2 Surveying

**LOCATION:** Generally located at the southwest corner of the intersection of E. 16<sup>th</sup> Ave. and N. Greensferry Rd.

**REQUEST:** To subdivide approximately 9 acres into 28 single-family residential (R-1) Lots as depicted in Exhibit A-2.

**B. RECORD CREATED:**

1. A-1a Application
2. A-1b Application
3. A-2 Narrative
4. A-3 Preliminary Plan
5. A-4 Will Serve
6. A-5 Auth Letter
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 KCFR Comments
11. PA-2 DEQ Comments
12. PZ Staff Report
13. Testimony at the April 13, 2021 Planning and Zoning hearing including:

**C. April 13, 2021:**

The request was heard before the Planning and Zoning Commission (hereinafter “Commission”) at the April 13, 2021 Planning and Zoning public hearing, the meeting was in-person with on-line options via *Zoom* and live-streamed on the City of Post Falls Facebook page. The request was for the Commission to review the request to subdivide approximately 9 acres into 28 single-family residential lots in the Single-Family Residential Zone (R-1) (SUBD-0005-2021). The request is evaluated under the standards of Post Falls Municipal Code (“PFMC”) § 17.12.060.

**Ethan Porter, Associate Planner**



Mr. Porter presented the staff report to the Commission. He testified that the owner is Eagle Crest Land, LLC, formerly Ryne Stoker, and the applicant is H2 Surveying and Engineering. He testified that the applicant is seeking to subdivide approximately 9 acres into 28 single-family residential lots. The project is located along Greensferry Road running north and south, 16<sup>th</sup> Ave. East and West, on the southwest corner of 16<sup>th</sup> and Greensferry.

**PARCEL INFORMATION:**

Property Size: 9 acres

Current Land Use: single-family homes in Kootenai County.

Water Provider: Ross Point Water District

Sewer Provider: City of Post Falls

Surrounding Zoning Districts: R-1 Zoning

Current Zoning: Single-Family Residential (R-1) (pending approval by City Council).

Proposed Land Use: Approximately nine (9) acres as Single-Family lots.

Surrounding Land Use: Located north and south are single-family homes on large lots within Kootenai County. Directly adjacent to the west is the church of Jesus Christ of LDS located within Kootenai County. Across N Greensferry Rd. include single-family homes within the city that are part of the subdivisions Greensferry Grove 1st Addition and Obsidian Acres.

Mr. Porter testified that the proposed lot sizes meet the R-1 zoning standard requirements of 60 feet for lot width as well as a minimum of 6500 square foot lot sizes. He testified that the proposed subdivision has adequate water capacity from the Ross Point Water District as well as adequate sewer capacity provided by the City of Post Falls. He testified that the street layout and configuration meet the standards within the transportation master plan as explained in the staff report. He testified that there are no soil or topographical conditions that are presenting any issues on the site. He noted that the current homes are in Kootenai County and using drain fields and septic tanks, those will have to be either filled or removed prior to development as those uses will not be allowed. He testified that all the surrounding uses are all zoned R-1 and therefore there is conformity with the surrounding area. He testified that impact fees will be assessed to mitigate off-site impacts to parks, public safety and streets as building permits are issued.

Mr. Porter testified that staff has a proposed additional condition of approval not contained in the staff report, Condition 11, that is to deal with lot 18. Lot 18, block 2, has an existing shop on site. You cannot have a shop on a lot without a residence, to be consistent with code requirements they will have to pull a building permit for a single-family residence prior to platting. This is to ensure conformity with the zoning. He explained further that due to the subdivision the existing house and shop will be on separate plats, necessitating the need for the condition.

**Scott McArthur, McArthur Engineering – Applicant**

Mr. McArthur testified that he represents the property owner, Ryne Stoker, who is still the owner, just transferring entities that will own the development. He testified that their goal is to build a 28-lot development on the property at a density of around 3 units per acre. He testified that this is a county island and a nice infill piece. Mr. McArthur testified that in



addition to the development there is right-of-way (ROW) being annexed and dedicated to expand the city infrastructure on Greensferry and also on 16<sup>th</sup>. He explained that portions of that infrastructure would be built immediately, and the city would have the future ROW to make improvements as part of the master plan for Greensferry and 16<sup>th</sup>.

Mr. McArthur explained that if approved, water and sewer would be extended up Greensferry from 12<sup>th</sup> which is why there is large portion of ROW included in the annexation request. Those improvements will be extended to the southern boundary to serve the development as well as extend it out to 16<sup>th</sup> and to the west for future development. He testified that the lots vary from 7,600 square feet to up to 29,000 with the retention of the existing home on the corner of the proposed subdivision.

Mr. McArthur testified that there is a private alleyway that will serve and provide dual access to lots 9, 10, 13, 14, 15, 16, as well as 17 and 18. For 17 and 18 that will be the primary access as there will be no driveways on Greensferry. The lots are designed as nice shop lots. They are sticking with the lower density housing product.

Mr. McArthur addressed Condition 11 and the need for a shop to have a house. Lot 18 does have a rather large shop. He did clarify that rather than obtain a permit, they would just like the condition to be apply for a permit. He reiterated that they would comply and there will be something constructed on the lot.

Mr. McArthur on rebuttal, reiterated that impact fees are paid at the time of building permits so those go to parks, emergency services and city streets.

**Field Herrington, Deputy City Attorney &**

**Public Testimony:**

**In opposition - (No comments into record)**

**Lindsay Lisher (Written comments read into record)**

Ms. Lisher testified that the subdivision has not made provisions for water supply in adequate terms for quality. The subdivision has not made adequate provisions for public sewer for the system and proposed flow. The streets are not consistent with the comprehensive plan. There is no soil or topographical conditions present that would inhibit development. The proposed use does not conform to the requirements found in city code and the developer has not made adequate plans to ensure the community will bear no more than its fair share of the costs of providing services.

**Harlan Schlenker (Written comments read into record)**

Mr. Schlenker testified in opposition saying please slow down.

**D. EVALUATION OF SUBDIVISION REVIEW CRITERIA (Post Falls Municipal Code Title 17.12.060, Subsection H):**

**D1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.**

Commission Findings: Water service to the project would be provided by the Ross Point Water District that has adequate capacity to provide service to the project as proposed.

**D2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.**

Commission Findings: The City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The layout of the sanitary sewer system as proposed is adequate, proposed grades of the sewer main in Greensferry Road will need to be revised to the City's minimum grade requirement for 8" mains (.004 '/' not the .008 '/' shown). Existing homes, if remaining, will be required to connect to City Sewer and pay appropriate fees with construction of the Subdivision. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.

**D3. Proposed streets are consistent with the transportation element of the comprehensive plan.**

Commission Findings: The subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

- Roadway's "A" and "Luke St." – Local Residential, 32-foot width
- Roadway "B" shall be posted "no parking" on the south side of the roadway
- Greensferry Road – Minor Arterial (5-lane), 73-foot paved width.
- 16th Avenue – Major Collector Roadway, 54-foot paved width

Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards. All new street names shall be confirmed with Kootenai County prior to construction plan approval.

**D4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.**

Commission Findings: There are no soil or topographical conditions which have been identified as presenting hazards.

**D5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.**

Commission Findings: This subdivision request is combined with annexation request to be within the City of Post Falls and in an appropriately zoned area. This proposed subdivision is proposed to be in an area designated Single-Family Residential (R-1). The subdivision and proposed lots conform to the requirements for that zoning designation and the requirements of Title 17 and Title 18 of the Post Falls Municipal Code.

- D6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.**

Commission Findings: Impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

- E. CONDITIONS: Additional Conditions necessary to ensure compliance with the adopted standards:**

Conditions, 1-11 listed below, when imposed will ensure that the six criteria found in PFMC 18.20.060 are met. Based upon the Presentations made to the Commission on April 13, 2021, at a properly noticed public hearing, the record compiled in this matter, and the staff report it is the decision of the Commission that: It is the Finding of the Planning & Zoning Commission that to meet the standards of approval that the following conditions must be imposed on and met by the applicant:

1. This subdivision is conditionally approved subject to annexation into the city with an initial zoning of Single-Family Residential (R-1) by city council.
2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of any construction.
6. Submitted Preliminary Construction Plans were reviewed from a conceptual basis only. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.

7. Except where an exception is granted, all streetlights, roadways, and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
  - The proposed sewer main along Greensferry Road shall be lowered to comply with the City's minimum
  - Greensferry Road – Minor Arterial, 73-foot width
  - 16th Avenue – Major Collector, 52-foot width
  - Luke St. and “Road A” – Local Residential, 32-foot width
  - “Road B” – Local Residential, 28-foot width. No Parking on south side
8. Direct access from residential lots to 16<sup>th</sup> Avenue and Greensferry Road shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA), shall be formed to maintain the common right-of-way frontage along 16<sup>th</sup> Avenue and Greensferry Road; including all landscaping, irrigation and removal of snow from sidewalks and trails.
10. Existing homes identified to remain shall provide, with construction plan approval, for the removal of existing septic systems and connection of structures to the City's Water Reclamation System; including payment of all associated connection fees.
11. Prior to recording of final plat the owner shall apply for a building permit for Lot 18, Block 2, as shown on the preliminary plat.

**F. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:**

Approval has been granted, subject to the conditions noted above.

**G. CONCLUSIONS OF THE COMMISSION:**

SUBD-0005-2021: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Greensferry Glen Subdivision, SUBD-0005-2021, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Reasoned Decision approved by the Planning and Zoning Commission this 11 day of May 2021.

5/11/21  
Date

[Signature]  
Attest

[Signature]  
Chairman

**NOTICE OF RIGHTS:**

**Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E**

**The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.**

**Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.**

**The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.**



**Post Falls Baptist Church Zone Change  
File No. RZNE-0009-2021**

**City Council**

**Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: Lake City Engineering

LOCATION: Northwest corner of the intersection of E. Poleline Ave and N. Cecil Rd.

REQUEST: Rezone approximately 8.75 acres from Limited Commercial (LC) to High-Density Multi-Family Residential (R3).

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative
3. A-4 Auth Letter
4. A-5 Title Report
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. PA-1 PFHD Comments
9. PA-2 PFPD Comments
10. PA-3 DEQ Comments
11. PC-1 Welton Comments
12. PC-2 Bassiri Comments
13. S-4 P&Z Staff Report
14. S-5 Draft Development Agreement
15. S-6 Signed Minutes 10-12-2021
16. S-7 Signed Zoning Recommendation
17. PA-4 PFPD Comments
18. PA-5 PFHD Comments
19. PA-6 DEQ Comments
20. Testimony at the public hearing on December 21, 2021 including:

The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code §§ 67-6511 and 67-6509, and Post Falls Municipal Code (PFMC) § 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the Planning and Zoning Commission (“Commission”) in their application of PFMC §§ 18.16.010 and 18.20.100 when making the Commission’s recommendation to the City Council.

**Jon Manley, Planning Manager.**

Mr. Manley presented the staff report and testified that the applicant is requesting a zone change from Limited Commercial (LC) to High-Density Multi-Family Residential (R-3) zoning for approximately 8.75 acres. He noted that the property is located at the northwest corner of Poleline Avenue and Cecil Road, just north of the high school. He indicated that the current land use is vacant and there are no topographical or natural geographic hazards identified on the site. He stated that water would be provided by the Ross Point Water District and sewer would be provided by the City of Post Falls.

Mr. Manley testified regarding the surrounding zoning and land uses. He noted that the property to the north is zoned Community Commercial Services (CCS) and contains a storage facility, to the east is other CCS zoning, to the south is the high school, which is zoned R-1 and to the west are R-1 subdivisions.

Mr. Manley testified that the area is designated Business/Commercial on the future land use map in the comprehensive plan. He noted that the purpose of the Business/Commercial category promotes a mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses. He testified that the property is in walking distance to the Highway 41 commercial corridor and there are civic uses to the south with the school. He testified that the Business/Commercial category supports a mixture of housing types built at a moderate density with multi-story buildings and a mixture of uses encouraged. He testified that both the existing Limited Commercial (LC) and the proposed R-3 are implementing zoning district for this future land use designation.

Mr. Manley testified that the comprehensive plan has provided Focus Areas for guiding growth in those areas. The proposed site is on the southern limits of the 41 North Focus Area. He stated that the 41 North Focus Area has forecasted as many as 30,000 new residents in the area by 2040, which is expected to spur commercial uses adjacent to Highway 41. He explained that it is envisioned for retail and residential service to coexist and help that vibrancy as the Highway 41 corridor heads northbound. He testified that provisions for multi-family and commercial uses should be focused near higher classified roadways, which is the case in this instance with Poleline and Cecil. He reiterated that the improvements would provide pedestrian connectivity to multi-use paths and trails.

Mr. Manley noted that a development agreement is contained in the application that limits certificates of occupancy would be withheld for any development on the property until completion of an intersection improvement project for Poleline/Cecil that is scheduled for 2022.

Mr. Manley testified that high density residential is typically located along roads with higher road classifications and that both Poleline Avenue and Cecil Road have higher road classifications. He noted that the final two review criteria were not applicable because the request is for higher density residential rather than industrial or lower density

residential/commercial. He did note the property is in a transitional area as you move further away from the higher intensity corridor along Highway 41.

**Drew Dittman, Lake City Engineering, Applicant.**

Mr. Dittman testified on behalf of the applicant Post Falls Baptist Church. He noted that the property is located at the intersection of Cecil and Poleline, directly across from the high school, with the Tullamore development to the northeast.

He explained there are residential properties developed to the west and light commercial development to the north. He testified they are asking for a zone change rather than a special use permit because they wish to meet the criteria within that zone. Mr. Dittman delineated the six review criteria, he indicated that the last two are not applicable. As to the first criterion, Mr. Dittman testified that the future land use designates the area as Business Commercial and R-3 multifamily is an implementing zone for this property.

Mr. Dittman testified that the staff report outlines the conformance with the comprehensive plan. He noted that their application also contains an analysis showing how the request conforms to the comprehensive plan. He noted that all of the City's master plans have considered this type of density at this location so that the proposal conforms to the master planning documents. He explained that this is a great location with access on Cecil Road, which is major collector, Poleline which is a minor arterial. He noted that improvements are planned for that intersection next year and through the development agreement they have agreed to withhold certificates of occupancy until the improvement project is completed and they have agreed to donate the necessary rights of way for the project.

Mr. Dittman noted that they are still seeing a need for more multi-family development. He noted that there is still a 2 to 2.5 percent vacancy rate in north Idaho, which demonstrates the need for more multi-family housing. This also helps with affordable housing in the community. He noted that this is an infill parcel surrounded by residential, school and storage uses. The site has good access to parks and the Highway 41 corridor. He testified that he is not aware of any other available R-3 property in the Post Falls.

**Rebuttal:**

Mr. Dittman noted that the planning commission was split on this because of concerns with when the intersection improvements would be completed. He read from the staff report noting that the requested zoning is "in conformance with land use assumptions in the city's sanitary sewer master plan. The requested zoning is in conformance with anticipated land uses and trip generations within the city's transportation master plan. The zone change is not anticipated to have any negative impacts to the city's transportation network that are not previously identified as being mitigated through the collection of traffic impact fees." He argued that this type of use has been anticipated in the city's planning documents and R-2 is not the best use for the property. Additionally, he noted that R-2 does not mean that the project would be affordable.



### **Hayden Anderl**

Mr. Anderl testified that he approached the Post Falls Baptist Church and it just so happened at the time he approached them, they had just discussed that they were hoping to do something with their land because they have an existing church nearby on Spokane Street. He explained that their goal is to build a larger church for their growing congregation. He testified that he grew up in Coeur d'Alene and is a third generation learning the development business and has been trying to find a project to work on with my dad to learn the business. He described that they been looking for a good piece of land to develop and noted that this is the first piece of property that he has been able to find in Post Falls after working in the area for 5 years, which demonstrates the lack of multi-family properties in the city. He testified that one important consideration for them was that this property meets all of the criteria for a zone change making it a good candidate for development. He noted that development for multi-family housing is the highest and best use of the property. He noted that without more supply of housing, the price of housing will continue to go up.

### **Seth Hohenstreet.**

Mr. Hohenstreet testified that he is the pastor of Post Falls Baptist Church, who is the applicant. He noted that Hayden Anderl contacted them at the same time they had begun to look at options for the property. He noted that the property was purchased almost 20 years ago for construction of a church. Since that time, they have merged with another church and they have decided to sell the property to allow the funds to be used for improvements to their current campus. He testified that this is a good thing for the community because it is an infill property that meets the criteria. He testified that this will be well planned and designed growth with a local developer. Without the zone change, the property will remain undeveloped because they have no way to develop the property themselves.

### **Bob Flowers**

Mr. Flowers testified that he understands that it is for the church but he does not believe it fits here. He thinks the most that would fit here is R-2 so that you would have homes at this site rather than big, ugly R-3 apartments. He testified that apartments should especially not be allowed across from the school because of all of the extra traffic generated by apartments.

### **Howard Burns**

Mr. Burns testified that there is no sense in this application. He testified that R-3 zoning should not be allowed west of Poleline and it should be kept along the Highway 41 corridor. He noted that it will negatively impact the owner of the storage units to the north. He testified that it should remain Limited Commercial and the applicant can request a special use permit for R-2. He testified that there isn't a need for more rental properties but there is a need for more homes for sale.

**Mike Pelissero.**

Mr. Pelissero testified that the housing need is for affordable housing not for rental properties. He testified that all apartments do is take away the American dream of home ownership. The rents are so high you can't save up for a down payment. He noted that churches are supposed to be for the people and he questioned why the church has not found a way to create affordable housing on the site and not just make as much money as they can. He noted that there is a high school there with young drivers and apartments will have kids that will want to play at the school and they will damage the school property and kids will start doing things on the school property that they shouldn't be doing.

**C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:**

**C1. Amendments to the zoning map should be in general accordance with the Future Land Use Map.**

Based on the testimony provided and the staff report, The Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial.

The Business/Commercial designation states that, the category supports a mixture of housing types built at a moderate density (at least eight units per net acre). Multi-story buildings and a mixture of uses are encouraged. The proposed High Density Residential (R-3) zoning, as an implementing zone, is consistent with that Future Land Use Designation. However, the City Council finds that the current zoning designation is also consistent with the future land use map and is a better fit at this location than the requested R-3 zone.

**C2. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.**

Based on the testimony provided and the staff report, the City Council finds that the request is not consistent with the goal of maintaining and improving Post Fall's small-town scale, charm, and aesthetic (Goal G-03) because adding more apartments will not further the goal of keeping a small town feel.

**C3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.**

**Streets/Traffic:**

The proposed Zone Change area is adjacent to Poleline Ave. (Minor Arterial) and Cecil Rd. (Major Collector). Cecil Rd. is identified in the SH41 Corridor Master Plan as a "1/2-mile Backage Road" to the SH41 corridor. The Council finds, based on the staff report, that the proposal is consistent with the street classification of the adjoining streets as well as the traffic impact anticipated in the City's Transportation and the SH41 Corridor Master Plan beyond those anticipated to be offset by the collection of impact fees.

**Water and Sanitary Sewer:**

The Council finds that Water and Sanitary Sewer are available to the site.

Sanitary Sewer would be provided by the City of Post Falls. The requested zoning is in conformance with the land use assumptions in the City’s Sanitary Sewer Master Plan. The City of Post Falls has the capacity and is willing to provide sanitary sewer serve the property at the requested zoning.

Water Service is provided by the Ross Point Water District.

**Geographic/Natural Features:**

Based on the staff report, the City Council finds the site contains no geographic or other natural features that would affect development of the site.

**C4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.**

The Council finds that the request is consistent with this criterion because Poleline Ave. is classified as a Minor Arterial (6,000-15,000 trips per day) and Cecil Road is classified as a Major Collector (4,000-12,000 trips per day).

**C5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.**

The Council finds this criterion inapplicable to this request.

**C6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.**

The Council finds this criterion inapplicable to this request.

**D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:**

The applicant may be able to get approval for a special use permit for R-2 density.

**E. RECOMMENDATION OF THE COMMISSION:**

**Post Falls Baptist Church Zone Change, File No. RZNE-0009-2021:** Based on the record developed during the public hearing process, the City Council finds that the application does not meet all of the approval criteria, as such the City Council hereby denies the applicant’s request for a zone change to the High Density Residential (R-3) zoning district.

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Date

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Mayor

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Attest

## **NOTICE OF RIGHTS:**

**Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E**

**The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.**

**Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.**

**The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.**

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: January 4, 2022**

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**DATE:** December 30, 2021  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Field Herrington, Deputy City Attorney  
**SUBJECT:** SUBD-0001-2012/PUD-0001-2021 Northshore District Subdivision & PUD Request for Reconsideration

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**ITEM AND RECOMMENDED ACTION:**

On December 20, 2021 the city received a Request for Reconsideration (“Request”) of the City Council Reasoned Decision made in case file SUBD-0001-2012/PUD-0001-2021 from Megan O’Dowd.

The City Council may affirm, reverse, or modify the decision, or take no action. Staff recommends affirming the decision of City Council in writing.

**DISCUSSION:**

The Request calls out several reasons for reconsideration. Each reason or item is discussed in the attached proposed written decision affirming the decision of City Council.

The Request along with all exhibits are included in the agenda packet however, the Request includes exhibits and testimony that would introduce new information into the record and cannot be relied upon in making a decision. Specific instances of denial are included in the Memorandum of Decision.

The City Council may affirm, reverse, or modify the reasoned decision, or take no action. If no written decision on the reconsideration is provided to the affected person within sixty (60) days of the receipt the request is deemed denied.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

The Request for Reconsideration has not been previously reviewed by Council. Council heard the appeal from the Planning and Zoning Commission *de novo* at a special meeting on September 13<sup>th</sup>, 2021 and approved the Reasoned Decision on December 7<sup>th</sup>, 2021.

**APPROVED OR DIRECTION GIVEN:** N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** N/A

**BUDGET CODE:** N/A

**SUPPORTING DOCUMENTS:**

Request for Reconsideration (including exhibits) dated December 20, 2021.  
Decision Memorandum Re: Homeowner’s Request for Reconsideration.

**Northshore District Subdivision & PUD  
File No. SUBD-0001-2021/PUD-0001-2021**

**City Council**

**Memorandum of Decision**

**Re: Homeowner's Request for Reconsideration**

This matter was heard on appeal of a Reasoned Decision of the Planning and Zoning Commission entered March 30<sup>th</sup>, 2021. The appeal to City Council ("Council") was pursuant to Post Falls Municipal Code ("PFMC") § 18.20.060 requiring a de novo hearing before the City Council.

The appeal was heard before the Council of the City of Post Falls ("City") at a Special Meeting held September 13<sup>th</sup>, 2021, the public hearing was in-person and live-streamed on the City of Post Falls YouTube channel. The request was for the Council to review the Planned Unit Development (PUD-0001-2021) request for approximately 10 acres into 47 Single-Family Residential Lots (R-1) with an accompanying subdivision (SUBD-0001-2021). The request was evaluated under the standards of PFMC §§ 18.20.080 and 17.12.060. The hearing for the Planned Unit Development ("PUD") and Subdivision were combined for efficiency as allowed by Idaho Code §67-6522.

Following the public hearing, the hearing was closed, and the Council moved to deliberations to discuss their interpretation of the evidence presented both orally and in the written record and to apply that evidence to the approval criteria contained in PFMC §§ 18.20.080 and 17.12.060. A motion to approve the application was made which carried a majority vote of the Council. A Reasoned Decision was approved by Council and Signed by the Mayor on December 7, 2021.

On December 20, 2021 the City of Post Falls ("City") received a timely Request for Reconsideration ("Request") of the City Council Reasoned Decision entered on December 7, 2021 in case file SUBD-0001-2012/PUD-0001-2021 from Megan O'Dowd, Counsel for IAAR Idaho LLC, c/o Ibrahim Al Rashoodi, 522 S Shore Pines Rd., Post Falls, Idaho 83854; Post Falls Trust, 520 S Shore Pines Rd., Post Falls, Idaho 83854; Michael J. and Cheryl R. Pelissero Family Trust,

518 S Shore Pines Rd., Post Falls, Idaho 83854 (cumulatively the “Homeowners”).

**DISCUSSION AND DISPOSITION:**

**I. Alleged Procedural Deficiencies.**

- a. The public hearings do not violate City Code without an approval letter from the Administrator.**

This was previously addressed in the Reasoned Decision of this Council. The City Code does not impose a mandatory pre-hearing obligation to obtain a written notice to proceed from the Administrator.

Post Falls Municipal Code (“PFMC”) § 17.12.030, provides as follows:

*17.12.030: APPLICATION:*

*A. Applications for subdivisions shall be submitted and accepted at least forty five (45) days before the date of the public hearing at which it is to be reviewed. Minor subdivisions may be submitted to the administrator at any time. No application for a subdivision shall be accepted until a preapplication review has been completed and a written notice to proceed has been issued by the administrator. The administrator may waive the preapplication conference for a minor subdivision.*

*B. The developer shall have the option of seeking the direction of the administrator as to which approvals are required and the appropriate review process, or of filing an application the developer believes to be appropriate. The administrator's determination shall be presumed to be correct.*

The Homeowners argue that the use of the word “shall” in Subsection (A) makes the pre-hearing requirement mandatory. The Homeowners fail to account for Subsection (B) which acts as an exemption for the requirements of Subsection (A) allowing for the Administrator to determine the appropriate review process. This is further interpreted as an exemption as it also allows a developer to “file an application the developer believes to be appropriate”. The Homeowner’s argument would lead to absurd or unreasonably harsh result especially given the direction given to the applicant outlining the information needed to file a complete application.

The developer was provided an extensive Letter of Completeness on August 25<sup>th</sup>, 2020 outlining specific deficiencies with the original application. The City Council finds that the subsequent application submitted by the applicant was done at the direction of the administrator as contemplated by PFMC § 17.12.030 B and, as such, is presumed to be correct. Additionally, the City Council finds that presumption of correctness has not caused harm to any other party as they were provided the same notice and opportunity to be heard



as they would have otherwise received. As such, the City Council finds that there is no basis in the record to set aside the Reasoned Decision on such grounds.

**b. Incorporating Townhomes in a PUD does not require a Special Use Permit.**

This was previously addressed in the Reasoned Decision of this Council. The Homeowners argue that PUD's must comply with other applicable development processes that require a separate application for a Special Use Permit. The Homeowner's argument would erase the plain language contained in PFMC § 18.20.080 A. which provides:

*18.20.080: PLANNED UNIT DEVELOPMENT (PUD):*

*A PUD may contain a mix of residential, commercial and industrial uses so long as the proposed uses are allowed in the underlying zoning district (either as a permitted or specially permitted use).*

PFMC specifically authorizes a PUD to contain any use that is either permitted or specially permitted in the underlying zone. Townhomes are allowed within an R-1 zone by special use permit. As such, they are allowed in a PUD without the need to submit an additional application for a special use permit. This allegation does not provide a basis to set aside the Reasoned Decision and would lead to an absurd and unreasonably harsh result.

**c. The Council did not rely on a Geotechnical Report not in the record.**

The Homeowners argue that testimony regarding the existence of a geotechnical report is reliance on that geotechnical report. The Request contains several citations to *testimony* provided at the public hearing. The Request seems to construe the inclusion of the full summary of testimony in the Reasoned Decision as reliance by Council on such testimony. Public Hearings often contain testimony on which we do not rely. The findings contained in the Reasoned Decision of this Council specifically address what testimony was relied upon, which did not include any reliance on any reports not contained in the record. Therefore, the Council affirms the findings included in the Reasoned Decision.

**II. PUD Approval Deficiencies §18.20.080**

**a. The Council's findings regarding Project's Wastewater Collection System are sufficient.**

The Homeowners attempt to submit new evidence into the record by attaching a new engineer's report to their Request. Council specifically rejects "Jim Coleman's most recent report" dated December 20, 2021 because it is no contained in the hearing record. This endeavor seems to be the Homeowners attempt at another bite at the apple. As such, the Council rejects such testimony as untimely and affirms the findings included in the Reasoned Decision.

**b. The Council’s findings regarding other utilities are sufficient.**

The Council affirms the findings included in the Reasoned Decision.

**c. The Council’s findings regarding the proposed street network are sufficient.**

The Council’s Reasoned Decision includes discussion of these items. The Homeowners argue certain compliance issues with the Transportation Master Plan. The Council notes that Transportation Master Plans are related to *public* highways and streets. The applicable review criteria regarding continuation of arterial and collector streets in a manner consistent with the Transportation Master Plan was considered by this Council and are outlined in the Reasoned Decision. As such, The Council affirms the findings included in the Reasoned Decision.

**d. The Council’s findings regarding the pedestrian system are sufficient.**

The Council’s Reasoned Decision includes discussion of this item. The Council affirms the findings included in the Reasoned Decision.

**e. The Council’s findings regarding conserving and incorporating natural, scenic, and/or historical features is sufficient.**

The Homeowners Request under this section attempts to submit new evidence outside of the record. The Council specifically rejects the additional testimony provided by the Homeowners. The Council affirms the findings included in the Reasoned Decision.

**f. The Council’s findings regarding compatible land uses are sufficient.**

The Homeowners argue townhomes are a different use identified as a special use within an R-1 zone. The Council notes that Townhomes and Single-Family Homes are both under the *Residential Uses* Land Use Category and traditional buffering requirements are between Residential, Multi-Family, Commercial, and Industrial Uses, not between Residential and Residential Use. To be clear, a single family attached and single family detached residences are the same overarching *use* and therefore compatible with each other without any need for further analysis. As such, the Council affirms the findings included in the Reasoned Decision.

**g. The Council’s findings regarding blending with surrounding uses are sufficient.**

The Council’s Reasoned Decision includes analysis of this issue. As such, the Council affirms the findings included in the Reasoned Decision.

**h. The Council’s findings regarding the provision of open space are sufficient.**

The Council’s Reasoned Decision includes analysis of this issue. As such, the Council affirms the findings included in the Reasoned Decision.

**i. The Council’s findings regarding sufficient emergency access are sufficient.**

The Council’s Reasoned Decision includes analysis of this issue. As such, the Council affirms the findings included in the Reasoned Decision.

**III. Alleged Subdivision Deficiencies §17.12.060**

**a. The Council’s findings regarding the proposed public sewer system are sufficient.**

For the reasons stated above in Section II (a.) Council specifically rejects “Jim Coleman’s most recent report” dated December 20, 2021. The Council rejects such testimony as untimely and affirms the findings included in the Reasoned Decision.

**b. The Council’s findings regarding the proposed streets are sufficient.**

The Council notes that the Comprehensive Plan is the policy foundation for the City of Post Falls, helping coordinate decision making across a wide range of topics toward specific, desired outcomes. The Comprehensive Plan is adopted by resolution, rather than an ordinance, and is not codified and it is not law. The Homeowners argue that the subdivision review criteria which examines *compatibility* with the transportation element somehow imposes strict requirements regarding outside impacts to the external street networks that may be created by development. This is patently a false read of the review criteria. The Council’s Reasoned Decision includes a proper analysis of the review criteria. As such, the Council affirms the findings included in the Reasoned Decision.

**c. The Council’s findings regarding areas which may involve soil or topographical conditions are sufficient.**

The Council’s Reasoned Decision includes analysis of this issue. Again, the Homeowners attempt to submit new testimony into the record, which the Council specifically denies. As such, the Council affirms the findings included in the Reasoned Decision.

**IV. Alleged Violations of Zoning Regulations (§17.12.060.H.5)**

The Request makes vague allegations that the project fails to meet various performance standards in City Code. The Council notes that most allegations are unsubstantiated and not supported by evidence in the record. The Homeowners again attempt to submit new testimony into the record which Council specifically denies. Further, this section reiterates many of the allegations addresses previously. The Council finds that there is no basis in this section to set aside the Reasoned Decision.

**V. The Council’s imposed conditions of approval will ensure compliance with the adopted standards.**

The Council notes that conditions of approval are prescriptive rather than having to be satisfied prior to approval. The Council finds no basis contained in this section to set aside the Reasoned Decision and affirms the conditions of approval.

DECISION MEMORANDUM

**CONCLUSIONS OF THE CITY COUNCIL:**

Upon the foregoing, the Council concludes that the Request fails to assert any specific deficiencies to cause this Council to reverse or modify the Reasoned Decision. The Request reiterates matters that were already considered by this Council, attempts to introduce new testimony into the record, and misconstrues the applicable procedures or criteria.

For the reasons set forth above, the Request for Reconsideration is denied and the Reasoned Decision of the City Council is hereby affirmed.

Decision Memorandum approved by the City Council this \_\_\_\_ day of January 2022.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest

**NOTICE OF RIGHTS:**

**Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E**

**The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.**

**Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.**

**The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.**

# **REPORTS OF JIM COLEMAN**



Coleman Engineering, Inc.  
1853 E Grandview Dr.  
Coeur d'Alene, Idaho 83815  
208-661-2888 (c)

December 20, 2021

Megan O'Dowd  
Lyons O'Dowd  
703 E. Lakeside Ave  
Coeur d'Alene, ID 83814

**Reasoned Decision Evaluation – The NorthShore District Planned Unit Development (PUD), Post Falls, Idaho.**

You have requested that I review the Reasoned Decision dated December 7, 2021. After review I see two areas where the City Council did not consider the information correctly,

- In my opinion, a geotechnical evaluation is required before preliminary plat approval to determine the feasibility of the high-risk site for this type and intensity of development.
- Stormwater management, treatment and disposal on high-risk sites should be evaluated, not on minimum requirements but on protection based on low probability storms (50 year or 100 year).
- Proposed sewage collection system with the number of individual grinder pumps will result in a high probability of spills and overflows.

In my experience, the need for a preliminary plat and evaluation is to determine the feasibility of a proposed development. This is especially important for a high-risk site. This site is high-risk due to the steep slopes and location near the Spokane River. The feasibility of a development must be determined prior to approval of the entitlements for the property.

There are places on this development where the 20% to 30% slopes are being changed to 50% (2:1) slopes. At 20% to 30% the soils are highly erodible, at 50% slope they are extremely erodible. A great amount of care and expertise will be required of the designer and contractor to keep the erosion that will occur during construction and will require time and effort by the HOA to maintain the erosion control measures long term. Based on the submitted preliminary design, the potential for erosion has increased and has not been addressed.

In addition to erosion issues present at the site, there is no evaluation of slope stability in the presented preliminary documents. I would assume the Geotechnical Evaluation would address the slope stability of the property both before and after development. What happens to the slope stability after the slopes are altered, and in this case,

steepened, is an important consideration in the feasibility evaluation the engineer and the City of Post Falls must make.

### **Geotechnical Evaluation**

In many local jurisdictions, a geotechnical evaluation is required to determine the feasibility of the development and the design criteria for the construction of infrastructure/ structures. On this site the steep slopes and construction on those steep slopes make the geotechnical evaluation even more important. If the second geotechnical evaluation, completed by Liberty Geotech in April, 2021, conclude the development is feasible, this would be important information for the City of Post Falls to review to determine the feasibility of the development. Why has the applicant determined not to submit or release the Geotechnical Evaluation?

The North Shore District PUD is being proposed on a site that would be considered a high-risk site by other local jurisdictions, including Kootenai County. In Kootenai County, a high-risk site is evaluated on:

- **Slope** greater than 20% is considered high risk.
- **Soil K Factor** - erosion potential
- **Proximity To Surface Water** – 0 to 200' is considered highest risk.
- **Amount Of Disturbed Area** – Measured as a percent of total area. The Northshore project will disturb greater than 67% which is considered highest risk.

Based on my evaluation using the Kootenai County criteria the site scored 33 out of a maximum 35 points and is considered high-risk.

They were correct pointing out the fact that my engineering expertise and my area of competence is not geotechnical engineering. However, I have commissioned and used data from over 200 geotechnical evaluations in my design practice over 45 years. I am competent to review a geotechnical evaluation of a project and determine the feasibility of a project and whether the design requirements of a project is feasible and at what cost to complete the improvements

I also used other resources to do some preliminary evaluation of the project for civil construction and development. One source is the NRCS Soil Surveys. For this property, the NRCS Soil Survey shows the eastern 2/3rds of the property is classified at "150 - McGuire-Marble association, 20 to 45 percent slopes." The following is a section from the NRCS Soil Survey of Kootenai County describing the Soil:



*“The rooting depth is 60 inches or more. The available water capacity is low. Permeability is rapid, runoff is rapid to very rapid, and the hazard of erosion is very high. These soils are mainly used for woodland, grazing, and wildlife habitat.”*

Based on the Soil survey and the previous Geotechnical Evaluation for a single-family house being considered for the property, the soil is considered a non-cohesive soil. This is important when considering design and construction of a retaining wall and slope stability.

Scott McArthur testified there was a geotechnical evaluation completed that confirms a retaining wall of up to 10 feet (above finished grade) could be built in the location as shown on the plans without encroachment into the property to the east. Based on my experience in design and construction of retaining walls, the only system that could be considered would be a vertical steel sheet pile to retain the non-cohesive soils in the near vertical state as shown on the preliminary plat documents.

A boulder or segmented block wall at the height proposed would require soils reinforcement (tieback) if constructed near vertical as proposed. The geogrid tiebacks would be 6' to 10' behind the wall and drainage would also be 2 to 3 feet behind the wall. **The tiebacks and drainage would require encroachment into the neighbor's property to the east.**

The soils at this property cannot be excavated and stand in a near vertical condition long enough to construct a reinforced concrete retaining wall or the boulder wall as shown. It is my opinion, to build a boulder or segmented block wall at the property lines as shown is not feasible above 4 to 5 feet in height without encroaching into the property to the east. The only wall that could be built over 4-5 feet is a sheet pile wall.

If there are other techniques for constructing the wall put forth in the Geotechnical Report completed by Liberty Geotech, I would be pleased to review the evaluation. Based on my experience, the retaining structure as proposed is not feasible.

### **Stormwater Collection and Disposal**

It should be obvious, this project is being proposed in a drainage draw that has been shaped by past geological and runoff events. This drainage has been modified over the years through development upgradient of this project.

Based on my review of the preliminary stormwater system completed by Scott McArthur, P.E. it appears to meet the City of Post Falls requirements and standards for a

25-year storm, for the roads and sidewalks. The evaluation and preliminary design did not consider the runoff from the house and other developed improvements that will occur. Runoff from the homes will require additional stormwater swales, dry wells and other stormwater treatment systems. How these impact the site runoff and slope stability have not been addressed and integrated into the entire stormwater system.

The preliminary documents did not address other runoff issues that must be considered for an intense development of high-risk property. The stormwater system must perform and provide protection of the environment and built structures when a higher intensity storm occurs.

Of concern is the stormwater swales are built at higher elevations of the development and rely on dry wells for disposal of the stormwater. These are designed for a 25-year storm event. If a 50-year (2% occurrence) or 100 year (1% occurrence) storm occurs, what are the impacts to the development.

There is anecdotal information that the culvert under Ponderosa Ave. has seen a significant amount of runoff volume. The preliminary plan is to divert this drainage to a stormwater pond/swale. There is no emergency overflow proposed for this pond/swale shown if a major storm or rain-on-snow event would occur. This is also the case for the stormwater ponds/swales on East and West Ravine Drive. If these ponds were to overflow and/or wash-out due to the overflow. The damage could be significant.

It is common practice to use the existing drainage rather than alter it. The project, due to its steep slopes and intense development has put the drainage on the slopes rather than in the draw where the stormwater historically would drain. Over the many years the draw has seen and has reached a steady state of slope and surface soils to mitigate runoff damage. The proposed stormwater system has completely altered the natural drainage. In my opinion, major changes to the drainage basin should not be the standard of care for the design of a stormwater collection and treatment system.

The fill and retaining wall proposed in the existing draw between 510 Shore Pines Dr. and 512 Shore Pines Dr. does not appear to be addressed in the Preliminary documents. Historically this area is an overflow when the Shore Pines stormwater system get overloaded and overtops the dry wells and swales. Provisions must be made for this project to collect and route the existing runoff through the proposed development. If not the fill, retaining wall, backyards and pool could be damaged during a major storm event.



The City should require the developer to show how they are mitigating stormwater runoff damage. If it is not feasible to mitigate the potential stormwater runoff damage given the intensity of the development and limited area for stormwater treatment and disposal, then the development must be modified to the point where it is feasible.

### **Wastewater (Sewage) Collection System.**

Based on the Preliminary Plat submitted 12 lots on North Ravine Drive will be served with gravity sewer and the 35 lots will be served with grinder pumps. The grinder pumps will discharge into a City owned and maintained 2½ inch pressure sewer. The grinder pumps will be installed and maintained by the homeowners. It is my opinion, this system will not perform in a way that it will protect the environment and the Spokane River from discharge of raw sewage.

Grinder pumps are high maintenance and subject to clogging and failure. As the contract City Engineer for Fernan Lake Village, I have experience with a grinder pump collection system. The biggest difference between the proposed Northshore District project and Fernan Lake Village is the Fernan system is City owned and City operated. Fernan has 47 residential pump stations. The residents are well informed about what cannot be 'flushed' into the system. Reminders are sent out quarterly in the City newsletter. The system was completely rebuilt with new pump and controls 7 years ago. Even with the relatively young age of the system, the City spends on average \$1,500 per month on repairs and service call outs. Alarmed events occur 3-4 times a month. Fernan contracts with a licensed wastewater operator to manage the system. The proposed system will not have a designated operator.

It is my opinion, the system of grinder pumps serving 35 homes, will be a maintenance problem for the homeowners. If not properly maintained and operated, the pumps will fail and wastewater will overtop the pump basin and discharge raw sewage. The pumps, if used, should be placed in an area at each home where maintenance personnel and equipment can access for the required maintenance.

It should be noted the neighboring development is served via gravity sewer discharging into a local lift station, maintained by Post falls. The layout and intensity of the development does not allow any location for a central lift station with access for operation and maintenance.

Failure of the grinder pump systems will occur. If not properly maintained the system will likely discharge sewage on to the soil and may make its way to the Spokane River. I have queried Idaho DEQ about a multiple individually owned and operated grinder

pump system. While there are no IDAPA Rules regulating this type of system, DEQ would like to see other alternatives explored.

**Summary**

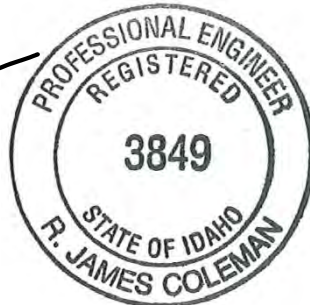
I am sorry I was unable to attend the hearing. If I was in attendance I feel my issues and position on those issues could have been better explained and not misinterpreted. I feel the development has many issues in development. Many of these could be reduced or eliminated by reducing the intensity of the development. The reduction of the number of units proposed would allow for better options for stormwater, roadways, slopes and wastewater collection. I question the feasibility of the development since there is not enough information presented to facilitate an adequate analysis of the feasibility. The project is being proposed on a very unusual and difficult site. The slopes, especially on the east side of the development, make construction difficult and results in a large change of the topography. How the soils will react to the major change of slopes and loads is not known. We are told a geotechnical evaluation has been completed and has confirmed the development is feasible. Without review by the City Staff or others, it is hard to make the feasibility evaluation.

The limited lack of information presented by the applicant and engineer has reduced my ability to fully evaluate the development. It is my opinion, the City lacks the information to determine the feasibility of the development and grant the entitlements for a 47 home development. If you have any additional questions of need additional clarification of items, please let me know.

Sincerely,  
Coleman Engineering, Inc.



R. James Coleman, P.E.





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September 9, 2021

Megan O'Dowd  
Lyons O'Dowd  
703 E. Lakeside Ave  
Coeur d'Alene, ID 83814

**Public Hearing Responses to Coleman Engineering Evaluation – The NorthShore District Planned Unit Development (PUD), Post Falls, Idaho.**

You have requested that I review the responses provided in the Agenda Report, dated August 25, 2021. The responses, dated August 21, 2021 were prepared by Scott McArthur, P.E., McArthur Engineering. I will address the McArthur responses as per the documents available in the record and reviewed.

**Coleman Engineering – April 13, 2021 Comments (3<sup>rd</sup> Review)**

***“Concern - Retaining Wall:”***

The response indicated a new Geotechnical Investigation and report was completed. Based on the Geotechnical findings the retaining wall and lot grading was modified. In my review of the submitted documents, I was unable to find the Geotechnical Report prepared by Liberty Geotech, drawings showing the retaining wall modifications, drawings showing the revised lot grading, adjusted Lot heights nor Lot grading. Since I cannot verify any of the stated information, I am not willing to change my opinion on this issue.

***“Concern – Swale at the Base of wall:”***

The response indicates the swale has been eliminated from the base of the east side retaining wall. It is stated the stormwater runoff will be collected and conveyed to the 'designated stormwater swale on the North end of the project.' I did not see any drawings in the submittal depicting this change. In addition, the North end of the project is primarily upgradient of the east side lots. It is not clear where a stormwater swale could be constructed with gravity collection to the swale.

***“Concern – Stormwater Management and Treatment:”***

Mr. McArthur states: “the property is undeveloped, with no existing stormwater management infrastructure, allowing stormwater to freely migrate toward the Spokane River” I disagree with this statement. The natural state of the existing property with

vegetation and permeable soil surface is a highly effective stormwater management system. With development the property is transformed with over 45% of the surface to impermeable surfaces (pavement, roofs, driveways, decks, patios and sidewalks) the stormwater is concentrated and routed to swales with drywells and outfalls.

While the system is designed for a standard 25 year – 2 hour storm event, bigger storms and more intense rainfall events will occur. Swales and drywells will lose capacity over time. With larger storms than the design storm, overtopping of the swales and drywells will likely occur with 20% to 30% slopes below (down gradient) of these swales and drywells. The constructed concentration of the stormwater runoff will create more erosion than presently exists. In my opinion, the site should be designed with a sustainable amount of permeable surfaces left on the site, which leads to less density in the development.

***“Concern – Stormwater Drywell outflow rates to be verified:”***

The response indicated the Liberty Geotech Report indicates the outflow rates of 0.3 cfs (Type A) and 1.0 cfs (Type B) can be utilized. The Liberty Geotech Report was not submitted as part of this application. The type of testing done during the Geotechnical Evaluation can not be reviewed to provide an opinion of the applicability of these outfall rates. The outflow rates 0.3 cfs and 1.0 cfs are standard outflow rates developed for Rathdrum Prairie sand and gravels. There is also no testing mentioned for the infiltration rate used for the swale sizing.

***“Concern – Geotechnical Evaluation is not sufficient:”***

The Liberty Geotech Geotechnical Engineering Report was not submitted as part of this response. Therefore, it is not possible to determine if my concerns were evaluated.

***“Concern – Forest Glen Development Storm Outfall:”***

There is historical information that the Forest Glen storm outfall has peak flow events during high intensity precipitation events or a rain-on-snow event. Reports by residents indicate the City of Post Falls did some emergency repairs to the culvert and outfall during one of these high intensity events. The Northshore plan to collect the stormwater runoff and route to a constructed swale is concerning. There is no overflow feature shown or described for this swale or any other swale. When a large storm event occurs, the swale will likely overtop and create flooding downgradient. The swale dikes may also washout. Without adequate downstream flood control and the concentration of runoff from constructed impermeable surfaces and piping, the flooding could create significant damage to the development and adjoining properties.



***“Concern – Stormwater outfall from the development after a major storm event:”***

This response does not adequately address my concern of routing and protecting the property, public and environment from a major storm event. The preliminary stormwater system design does appear to meet the Post Falls Standards. However, this is not a ‘standard’ project. The Post Falls standards are applicable to typical areas in Post Falls. Typical to the Post Falls area is relatively low slope (less than 3% gradient) over very permeable sand and gravel soils. The Northshore property is 15% to 31% slopes. It is my opinion and experience ‘standard’ design is not sufficient for stormwater and erosion control on this site due to the percentage of impermeable surface proposed and steep slopes.

**Coleman Engineering – April 13, 2021 Comments (1st Review)**

***“Concern – Reduction of stormwater time of concentration”***

Calculated time-of-concentration of the developed property is 0.5 to 1.5 minutes depending on the sub-catchment basin. All of the preliminary stormwater evaluations submitted use minimum 5-minute time of concentration (“as required by the City of Post Falls”). The time of concentration for the undeveloped property for the design storm was calculated to be 13 to 17 minutes depending on routing. The amount of impermeable surface constructed as part of this development will concentrate the runoff and it will concentrate in a shorter time which will cause a greater threat of erosion if not provided for in the design. It is my opinion, based on the submitted preliminary design the project has not adequately addressed the steep slopes and reduced time-of-concentration.

***“Concern – Home Site Development/Stormwater Runoff:”***

We agree, routing roof runoff to drywells will address the roof area runoff. The preliminary stormwater calculations submitted do not appear to include the “stormwater runoff from some portion of the driveways”. Inclusion the driveway runoff will require larger swales and/or drywells for the development.

***“Concern – Stormwater:”***

I agree for most development on the Rathdrum Prairie, the primary function of stormwater management is groundwater protection. For development close to the surface water in Kootenai County, the primary function of stormwater management is

erosion control, especially on steep sites. The primary pollutant of concern for the Spokane River is phosphorus. The primary source of phosphorus flowing into the Spokane River is eroded soil from stormwater runoff. Designing for the amount of impermeable surfaces and routing of the stormwater runoff to avoid soil erosion is necessary due to the slopes on this site. Kootenai County site disturbance requirements for property over 7% slope recognize the high potential of erosion and require the designs to mitigate the erosion potential. The response indicates; “Additional erosion control measures may be imposed for large stormwater events...” (emphasis added) Based on my experience, additional erosion control measures are required for steep sites. Increases of impermeable surfaces and routing of stormwater runoff adds complexity to the stormwater management systems on steep sites. This density of this development will limit routing options and increase the potential of erosion.

### ***Summary and Conclusion***

Based on my review, I continue to stress my opinion, the density of the Northshore District Subdivision on the steep slopes of the Spokane River requires stormwater management and control beyond ‘standard’ design. This property has slopes of over 30% and will have constructed slopes of 50% (2:1).

Based on my experience concentrating and rerouting runoff on or near steep sites is not ‘standard’. With the best design intent and care, rerouting runoff from current state will result in stormwater runoff “showing-up” in the least expected areas and sometime with catastrophic results. Reduced density of impermeable surface resulting in reduced rerouting and concentration of stormwater runoff will reduce the potential of unexpected impacts from stormwater runoff.

Projects that do not fall within ‘standard’ conditions should not be designed with the intent to meet the minimum standards. It is my opinion the standard design requirements do not adequately address the conditions present at this site.





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The limited time of review and the lack of information represented by the applicant and engineer, reduced my ability to fully evaluate the proposed limited and minor changes to the development. If you have any additional questions or need additional clarification of items, please let me know.

Sincerely,  
Coleman Engineering, Inc.

A handwritten signature in black ink, appearing to read 'R. James Coleman', written over the typed name.

R. James Coleman, P.E.





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April 13, 2021

## **Infrastructure Review – The Northshore District PUD – Post Falls, ID**

### **Summary**

This is my third review of documents submitted for The Northshore District PUD (PUD) application. The PUD is proposed have 47 housing units (lots) on 10 acres. This report is intended to supplement and add to the previous review reports or memos.

In my opinion, the property is not well suited for high density development due to the steep slopes, particularly on the east side of the property. Construction of the homes may require retaining walls or column foundations to facilitate construction. Stormwater Management for these lots will be difficult to implement.

The stormwater management and treatment systems proposed are vegetated infiltration swales and drywells. In my opinion, the project documents do not provide adequate data to determine if the stormwater systems proposed will function per the preliminary design.

Due to the housing density and topography, the swale locations and size is limited and difficult to construct. More geotechnical data is required to determine if the systems will function as designed or are stable when constructed.

### **Development Issues**

A stacked rock retaining wall is proposed along east property line. The wall varies in height from 2 to 12 feet in height. As proposed a construction easement will be required to excavate the slope behind the wall to place drainage and the wall boulders. The Geotechnical Evaluation recommended temporary excavations be sloped at 1½:1 slopes. Installing a wall 12 feet high with 2 foot foundation will require 21 feet of encroachment at the top of the wall. The excavation to install a wall will impact the adjoining property particularly the home, foundation and deck at 520 S Pine Shore Drive. Depending on the design, the wall may require geo-grid that will extend further into the adjoining property. Retaining wall construction details were not provided. However, given the walls proximity to the property lines of the adjacent homes, stacked rock or segmented block walls do not appear feasible without shoring and/or sheet piles protecting the neighbors..



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In addition, the proposed plans show a swale or ditch along the bottom of the wall. Diverting drainage, even a small amount as shown is not recommended as it may pond and impact the retaining wall foundation. It is recommended the ditch/swale be moved away from the base of any retaining wall.

The PUD description suggests fill and cut slopes could be at 1½:1 slopes per the Geotechnical Evaluation. The Geotechnical Evaluation recommended temporary excavation slopes be 1½:1 (page 6) at less than 6 feet in depth. The steepest slope identified on the preliminary design was 2:1 on the end of the East Ravine Drive cul-de-sac. The 2:1 slope as shown is typical and should not be exceeded. However, the 2:1 slopes will impact the house construction on Lots 1, 2 and 3.

The Lots 1 through 9 on the east side of the ravine and Lots 10 through 17 on the east side of the ravine have slopes of 20% to 30%. For the typical home proposed at these locations the elevation difference could be as much as 22 feet. Construction of the homes may require retaining walls or column foundations to facilitate construction of the houses. To facilitate the lots on the east side of the development road cuts of 14 feet and fills up to 21 feet are necessary. The geotechnical evaluation did not include any test holes to this depth. The Geotechnical Evaluation did not provide any recommendations for cuts and fills of this magnitude. Based on the provided information and data stability of these deep cuts and fills cannot be determined.

### **Stormwater Management and Treatment**

The proposed development will change the stormwater runoff on this property. Based on the preliminary layout, at build-out, approximately 52% of the surface will be impermeable (streets, sidewalks, roofs, trails, sidewalks, driveway, and decks/patios). The impermeable surface will concentrate stormwater runoff and reduce the time-of-concentration resulting in increased flow rates. These increased flow rates must be mitigated to equal or less than pre-developed conditions.

A quick comparison of the impact of the flow rate pre-development versus post development can be done using the Rational Method.

$$Q = C \times i \times A$$

Where:  $Q$  = Flow Rate (cfs)  
 $C$  = Runoff Coefficient  
 $i$  = precipitation intensity (in/hour)  
 $A$  – Area (acres)

For Pre-developed land  $C$  is 0.15 to 0.20 with treed and brush ground coverage, peak intensity ( $i$ ) is 0.56 inches per hour for a 5 minute time-of-concentration, and area is 10 acres. The pre-developed flow rate was calculated at 0.95 cfs.

For developed conditions the blended Runoff Coefficient ( $C$ ) is estimated to be 0.68. **The post-developed flow rate was calculated to be 3.81 cfs, a 400% increase in flow rate.** The stormwater runoff will also be concentrated flow collected by impermeable surfaces versus vegetated soils.

The proposed stormwater management is to collect the stormwater runoff in street-side vegetated infiltration swales and discharge water not infiltrated into drywells. The draft submittal reviewed had 7 drainage subbasins. For Basins A and B the street and sidewalk impermeable surface was calculated and routed to swales and drywells. In Basins C through G the Basin Boundaries included the lots in the area. The Basin Runoff Coefficient ( $C$ ) in the submitted Bow String Storage calculations at 0.72 appears to include the impermeable surfaces for the lot development (home construction). However, the impermeable surface used in the stormwater treatment calculations included the street surface, concrete sidewalk surface adjacent to the street and the landscaped areas and swales within the street easements/ROW and not the driveways or roof impermeable area. It is my opinion, the runoff from the constructed homes on these lots will impact the treatment capacity and should be included in the calculations.

The Draft stormwater plan basin descriptions do not include the residential development and only includes the streets and sidewalks. In drainage basins C, E, F, G and H the reliance or design to have lot owners design and maintain individual stormwater systems may not be feasible to mitigate stormwater runoff flow rate and provide treatment as the lots will slope toward the street and alleys. The lots downgradient of the stormwater collection will also concentrate the runoff and increase

runoff flow rates into the ravine, if stormwater management is not required or provided. This is problematic because, the additional impermeable surface (roofs, decks, driveways, sidewalks etc.) will reduce the time of concentration and increase the peak runoff flow rate. Erosion on the steep slopes in the ravine will likely occur.

The lots are densely developed with 70% to 80% of the lot being converted to impermeable surface. The buildings and other hard surfaces leave limited space to construct swales, or drywells. In addition, the Geotechnical Report provided to the City states "We recommend that landscaped areas be sloped a minimum of 6 inches within 10 feet of the structures and that slabs be sloped a minimum of 2 percent." (page 6 4.11). This recommendation could not be done given the limited space and structure setback proposed from property lines. In addition, due to the property grades the driveways, sidewalks and other hard surface runoff cannot easily be collected and treated separately because of the lack of space for swales and/or drywells.

The stormwater calculations reviewed assumes the outflow rate for a 600-gallon drywell is 0.3 cfs and 1000-gallon drywell is 1.0 cfs. Test data was not included to verify or support these capacity assumptions. The storage volume calculations are based on the these assumed outflow rates. If the rates are less than those assumed, the basins will have to be expanded.

The Draft PUD Submittal on Page 17 states:

• *Geotechnical Evaluation/Stormwater Note:*  
*Based on the findings in the aforementioned IPEC Geotechnical Evaluation (See Page 10, referencing IPEC Project #18-743 - July 27, 2018), it is my professional opinion that the onsite soils are suitable for subsurface infiltration of the stormwater from this proposed project.*

My review of the Geotechnical Evaluation does not confirm the opinion. The Geotechnical Evaluation was completed for a proposed Single-Family home, not a subdivision or PUD. The soil test pits were concentrated in the southeast portion of the property. None of the excavated test pits were located near the proposed swales or dry wells. The test pits soil descriptions include fine to medium grained silty sand and clayey sand. The Geotechnical Evaluation reviewed did not provide any gradation analysis (sieve analysis). No permeability calculations could be done for the soils. The Geotechnical Evaluation did not provide any testing or opinion on the permeability of the soil or suitability of the soil for subsurface infiltration.

There is some anecdotal information provided on the adjacent development east of North Shore PUD regarding the efficiency of swales and drywells in these soils. There have been several reports of drywells not functioning properly and overflowing. Existing drywells in the area also provide the opportunity to test the capacity of drywells in the localized soils. If the dry well outflow capacity is less than the assumed (0.3 cfs to 1.0 cfs), the storage capacity presented will not be adequate.

With the fine to medium grained soils description of the soils encountered in the test pits with poorly graded sand under the fine-grained soils, concentrated hydraulic loading on the soils may be of concern. Concentrated hydraulic loading may “wash” the fine-grained soils into the underlying layer and cause sloughing and or slips of the soils. The steepness of the existing and constructed slopes may exacerbate the problem. It is recommended the development provide a geotechnical evaluation to show the soil permeability and stability. The development should also review options for stormwater treatment and mitigation (including reduced density) that would reduce stormwater runoff and impacts. Also moving the storage and/or treatment at the lower elevations of the development should be reviewed.

Additional Geotechnical evaluation should be completed to:

- Provide swale and drywell site specific soil information and data;
- Provide sieve analysis for the soils on the site;
- Complete infiltration/permeability testing for the existing soils; and
- Evaluate the potential of hydraulic displacement and stability of the soils with concentrated hydraulic loading.

Of major concern are the potential impacts caused by a storm event exceeding the design storm event. The designer should review the stormwater system performance for a major (1% and 2% occurrence) to make sure the system does not fail and cause significant damage to the development and adjoining properties. The storage basin in the northwest corner of the development could be problematic due to insufficient stormwater run-on information.

The Forest Glen development directly north of the PUD has a stormwater system that discharges stormwater not infiltrated into swales and drywells to a ravine on the north side of Ponderosa Ave. There have been reports of significant stormwater flows entering the 24-inch culvert that crosses under Ponderosa Ave. and onto the proposed PUD. A



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large swale/storage pond is proposed for this pipe discharge and an overflow from the swale just south. There is no data regarding the flow rate of stormwater flowing on to the property. More information should be obtained before final design is completed if this feature is kept in the development. If the capacity is inadequate and an overflow occurs, downstream flooding and damage will likely occur. A major storm analysis, with adequate data should be completed. Relocating the basin downgradient must be considered an option.





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May 18, 2020

Megan O'Dowd  
Lyons O'Dowd  
703 E. Lakeside Ave  
Coeur d'Alene, ID 83814

**Engineering and Infrastructure Evaluation – The NorthShore District Planned Unit Development (PUD), Post Falls, Idaho.**

I have been retained to review the preliminary development plans for The NorthShore District Planned Unit Development (PUD) and provide my opinion on the feasibility of development and potential impact to the developed property, surrounding property and environment. My review is based on the following documents provided:

1. Draft Annexation Agreement between City of Post Falls and Tedder Properties, LLC.
2. Exhibit A-1 City of Post Falls Subdivision Application
3. Exhibit A-2 Development Narrative
4. Exhibit A-3 Preliminary Site Layout, prepared by h2 Surveyors-Engineers, Marked Draft
5. Notice of Public Hearing – The Northshore District PUD and Subdivision
6. Exhibit A-9 Erosion Control Plan, prepared by h2 Surveyors-Engineers, Marked Draft
7. Tedder Annexation, File No. ANNEX-0013-2019, City Council Reasoned Decision
8. Staff Report for Tedder Annexation – ANNEX-0013-20

**Existing Site Conditions**

The property is vegetated with conifer trees, brush and grass. Vegetation coverage, based on recent aerial mapping, is over 90 percent. The amount of vegetation and type of vegetation impacts time of concentration and runoff flow rates. Removal of the vegetation will decrease precipitation storage, reduce time of concentration and increase the runoff flow rate.

The existing topography is 20% to 35% slopes along the east and west sides of the ravine. The overall slope of the ravine from Ponderosa Street to high water mark in Spokane River is approximately 7%.





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The space along the Spokane River described as a recreational area averages 16 feet wide before the slope steepens to 20% or greater. Much of the area along the Spokane river designated for recreational are is at or below the base flood elevation where no permanent structures could be placed.

### **Proposed Lot Development**

To reduce slopes and provide 9 building lots on the east side of the development East Ravine Drive requires 10 to 14 feet of fill and retaining walls along the east property boundary up to 12 feet in height. The preliminary plans show a cut of 8' in the East Ravine Drive cul-de-sac. The driveways and constructed houses will be down-gradient of the roads and streets. Stormwater runoff mitigation and treatment will have to occur below the houses and cannot be treated in the street side swales.

Swales and drywells can be constructed downgradient of the houses for stormwater treatment and flow rate mitigation. However, the slopes into the ravine range from 21% to 31%. Standard swales with 3:1 slopes cannot be constructed on slopes greater than 20%. At 25% slopes swales would have to have 2:1 slopes to achieve a swale of 10 to 14 feet wide for a 1' deep swale.

Due to the steep slopes into the ravine on the east side, the amount of space from the bottom of the ravine to the east property line; it is my opinion this area cannot be developed to the density shown on the preliminary layout of the PUD.

The west side of the ravine is not as steep and has additional width of land for development of roads and lots. However, the proposed density requires three rows of lots. The middle row of lots 43-50 are double-front lots. Three rows of lots moves lots 35 to 42 down the 20% slope to near the bottom of the ravine. Stormwater mitigation, treatment and runoff flow rates controls would have to be constructed in the bottom of the ravine. Lots 5-15 along the west property boundary are shown with a 25-foot backyard setback and are 5 feet between buildings. The density and location of these proposed homes leaves limited space for stormwater mitigation.

It is my opinion, the property on the west side of the ravine should be developed with a single street with a cul-de-sac. Lots could front on the street and cul-de-sac. This layout would reduce the density.



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## **Utilities**

### **Water Distribution**

The public drinking water supply is provided by City of Post Falls. The distribution system to be constructed will be two dead end lines in the constructed streets. This is standard design for water distribution and adding a pipe to “loop” the water lines would not improve distribution substantially.

### **Wastewater Collection**

Wastewater collection will be a combination of gravity sewer and individual grinder pumps discharging into a pressure sewer collection system. Gravity sewer will serve the 10 lots along North Ravine Drive. Pressure sewer will serve the other lots. Each house will be required to install and maintain a grinder pump lift station. The narrative indicates the City will maintain the pressure collection system. Based on my research it is not clear if the City will maintain the system.

Grinder pumps systems require more maintenance than solids handling pumps. Households must be diligent on what is disposed of in the grinder pump system. Based on my experience with other grinder pump systems, there will be failures. The developer should set up a maintenance contract for the HOA to maintain the system.

### **Dry Utilities**

There is adequate space to install the other commercial utilities in the street right-of-way. However, commercial utilities prefer to install the utility lines, transformers and pedestals outside of the right-of-way in a 10’ to 15’ utility easement behind the sidewalk. Due to the density and space between the sidewalks and the houses other provisions may have to be negotiated with the utility companies.

### **Parking**

The proposal adds 33 additional ‘guest’ parking stalls to meet the off-street parking requirements. The guest parking accessed on two streets, Rivulet Lane and East Ravine Ave. The proposed guest parking is not close to the front door of a majority of the proposed homes.



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## **Streets and Roadways**

### **Ponderosa Blvd Improvements**

At full build-out of the development, an increase of 500 trips per day will be generated on Ponderosa Blvd from this development. A traffic impact study was not required by the City to determine if this additional traffic load would adversely impact Ponderosa Blvd and surrounding roads. Without knowing the current traffic loads and level of service, I cannot determine if this additional traffic will reduce the level of service on Ponderosa Blvd. The development is close to Ponderosa Elementary School. Peak traffic at the school will impact the development traffic.

The project proposes to add sidewalk and planter strip along the south side of Ponderosa Blvd, a total of 11 feet of widening. The widening will require placement of fill and retaining wall along the south side of Ponderosa. The proposed Ponderosa improvements east of the proposed Timber Lane, show 10 to 14 feet of fill with retaining walls to reconstruct the stormwater pond and fill for the road and lots adjacent to Ponderosa. The proposed stormwater pond banks and retaining walls encroach into the building envelope of lots 23 and 24.

### **Local Streets**

The PUD entrance is proposed to be gated. The current plan does not provide enough space and width to queue in front of the gate and provide a turnaround/crossover for those vehicles who cannot get through the gate. The turning radius of a full-size pickup truck is approximately 40 to 45 feet. The width, approximately 34 feet, of the designed entrance will not accommodate the required crossover/turnaround. Stormwater swales for collection and treatment of stormwater runoff are not shown for this section of Timber Lane.

The width of the proposed streets are 24 feet paved with a 6' planter strip and 5' sidewalk on each side. Sidewalk is not shown on Rivulet Lane. The planter strips are not intended to be swales. The preliminary plan does not show swales or stormwater collection/treatment for West Ravine Drive except as an alternative behind the sidewalk in the utility easement and a small swale at the end of West Ravine at the cul-de-sac. It has been my experience the utility companies do not want to place their facilities in the swales or drainage ways. The number of driveways reduces the open area available for swales.

Stormwater swales are shown on one side of Rivulet Lane, the east side of East Ravine, and a small swale at the intersection of Rivulet and West Ravine. The swale on East



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Ravine is shown at the base of the proposed retaining wall. Generally, It is not advised to route drainage into the base of a retaining wall as it might compromise the foundation. Based on the preliminary plan, it is my opinion there is not enough area for stormwater swales or treatment.

The narrative indicates snow storage will be available in the planter strips and open areas. The space in the planter strips is very limited because of the number of driveways crossing the planter strips. Along the west side of West Ravine 50% of the planter strip area is removed by driveway crossings. This is not enough space to store snow given this type of density of driveways and limited open space adjacent to the streets. Pushing the snow along the entire length of the streets to the common area openings is not practical or cost effective in this compact space. The proposed roads are private and snow removal will have to be contracted.

#### **Emergency Access**

It is my opinion a secondary access will be required with 50 housing units in the development. The preliminary plan shows a 14-foot-wide paved trail in the northwest corner of the development is intended for the secondary access. It is my interpretation of the Fire Code that a 20-foot-wide all-weather access road is required.

The narrative indicates Kootenai Fire and Rescue has reviewed and approved the proposed layout. A copy of this approval should be submitted as part of the application documents.

#### **Stormwater**

I have touched on several issues regarding the stormwater runoff flow rate mitigation and stormwater treatment/disposal. The Post Falls City Code states:

“The underlying purpose to be achieved by implementation of such regulations is the protection of groundwater quality through pretreatment of stormwater prior to infiltration and protection of surface water resources from the effects of contaminants, sedimentation and erosion.”

Ordinance 1186 sets forth the following performance standards:

A. There shall be no increase in rate of runoff from the site when compared with the dissipation of stormwater in the undeveloped state for a 25-year storm of two (2) hour duration. Within the project boundaries, sufficient retention capacity shall be constructed to detain surface flow to meet the performance standard established by this section. For



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purposes of this chapter, "undeveloped state" shall mean the natural soils and vegetation in place prior to the start of any construction or clearing activity.

B. No stormwater shall be collected or concentrated except within a channel protected against erosion and containing energy dissipation measures to prevent further erosion. Existing unprotected channels shall be protected against further erosion in the course of site development. Any site development or construction shall preserve installed components of a stormwater management plan.

C. Any and all collected stormwater shall be directed to grass infiltration areas which shall be established with grass and other approved plant materials or to an acceptable alternative stormwater management design. Grass infiltration areas or their acceptable alternatives shall be sized in accordance with the city stormwater management and design policies.

There are not any specific documents provided that show long term constructed stormwater facilities. Based on the documents and preliminary plans I have reviewed the development as proposed does not meet these performance standards.

With approximately 5 acres of constructed impermeable area approximately 12,600 square feet of swale is required with a long-term infiltration rate of 1-1/2 inches per hour. The preliminary plan shows approximately 2,500 to 3,500 square feet of swale. No drywells are shown on any of the plans. Without some soils data, it is unknown if the swales as shown have the capacity for the paved streets. The limited area of swales do not have enough capacity for the streets, sidewalks, driveways, and roofs. Most of the driveways and roofs are down-gradient of the proposed swales.

Post Falls performance standards allow roof runoff to be collected and discharged directly to a dry well of sufficient capacity to handle the maximum runoff generated from the roof. There are no provisions shown on the preliminary layout showing the use of roof runoff collection and discharge into dedicated drywells.

Stormwater from sidewalks and driveways will have to be directed to swales for treatment and drywells for disposal. No swales were shown for this purpose. Generally, it is the responsibility of the homeowner to contain stormwater on their property. With the density proposed and the steep slopes on many of the lots it will be difficult to design and implement homeowner installed swales and drywells. There was nothing provided in the narrative or preliminary plans for what is contemplated for the roof, sidewalk, and driveway stormwater runoff. As proposed the development would have runoff rate of approximately 15 cubic feet per second (cfs) for a 25 year storm that must be mitigated.



Any runoff from roofs and driveways will be collected and discharged in a concentrated flow stream through pipes and drains. With the reduced time of concentration, storms will result in concentrated streams which will create erosion on the slopes present on the site. Runoff collected must be directed to some facility to reduce the energy and velocity to eliminate erosion. No facilities for this purpose are shown or discussed in the reviewed documents. Due to the density of development and close proximity to property lines, there is not adequate space to achieve dissipation of the collected stormwater.

### **Conclusion**

Based on my review of the documents provided, the development as proposed is not feasible without some modifications to the design including a reduction of the density. In my opinion, stormwater mitigation and treatment as proposed will create erosion and runoff that will impact the Spokane River.

A development with less density could be built on this property. Less density would increase the time-of-concentration and reduce the intensity of runoff, allow additional area for stormwater collection and treatment on each lot and reduce the potential of erosion entering the Spokane River.

Sincerely,



R. James Coleman, P.E.



AUGUST 25, 2020  
CITY LETTER OF DEFICIENCIES



Community Development Department  
Planning Division

**LETTER OF COMPLETENESS**

Thomas Tedder  
Tedder Properties, LLC  
3142 E, Rivercrest Road  
Post Falls, ID 83854

August 25, 2020

**PROJECT NAME:** Northshore District – PUD and Subdivision  
File No. SUBD-0004-2020

The City of Post Falls Community Development Department has recently received application materials for the above-mentioned development proposal and has deemed said application:

Complete  Incomplete

The Department has determined that application materials are deficient and can't proceed for scheduling a public hear on this matter (See attached Exhibit S-1). Staff comments and/or deficiencies are highlighted in red font. Please address these matter and coordinate with the Planning Division on all resubmittals.

If you have questions on this matter, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Jon Manley".

Jon Manley  
Planning Manager

Cc: H2 Surveying & Engineering  
Project File



## **18.20.080: PLANNED UNIT DEVELOPMENT (PUD):**

**A. Purpose:** A planned unit development ("PUD") is a master planned development that encourages enhanced community design by permitting flexibility in certain development standards in exchange for benefits to the community including open space, heightened site design (when compared to developments utilizing traditional developments standards) and compatibility with surrounding uses. A PUD may contain a mix of residential, commercial and industrial uses so long as the proposed uses are allowed in the underlying zoning district (either as a permitted or specially permitted use). The PUD plan must provide for the integrated design and placement of buildings and uses within the development as well as internal traffic circulation, pedestrian and bicycle circulation, open space, landscaping and other features necessary to create an efficient, attractive development.

**B. Scope:** All PUDs must comply with the following scope requirements:

1. **Maximum Residential Density:** The maximum allowable residential density in a PUD is based on the overall gross land area (including the required open space areas). The PUD generally may not exceed the overall residential density allowed in the underlying zoning districts ("base density"). However, the PUD may exceed the base density by up to ten percent (10%) if the PUD provides an additional five percent (5%) of the gross land area as open space meeting the requirements of this section.
2. **Compliance With Other City Processes And Requirements:** The PUD must meet all City development standards unless the standard is modified under this section. Additionally, all PUDs must comply with all other applicable development processes and requirements including subdivision regulations. A list of development standards that may be modified by the PUD process is contained in subsection B3 of this section.
3. **Development Standards Subject To A PUD:** In order to achieve the purposes of this section, the developer may request modifications to the following development standards:
  - a. Any provision pertaining to the height, bulk, setback or maximum dimensions of any facility.
  - b. Any provision establishing buffering, landscaping or other similar requirements pertaining to site design.
  - c. Any provision pertaining to the minimum or maximum dimensions of lot(s).
  - d. Any provision in title 12, chapter 12.12 and title 17, chapter 17.28 of this Code regarding, driveways, local streets and sidewalks except accessibility standards.
  - e. Any provision pertaining to off street parking except accessibility standards.

**C. General Requirements:** All PUDs must comply with the following requirements:

1. **Ownership Requirements:** The entire site must be under common ownership or control at the time of application and remain under common ownership or control until the PUD plan is approved.
2. **Open Space Requirements:** Each PUD plan must contain open space meeting the following requirements:
  - a. **Size And Exclusions:** A minimum of ten percent (10%) of the gross land area in any PUD must be reserved for open space areas usable for a mix of active and passive recreational activities by all occupants of the area being developed. Individual open space areas within the site should be large



enough to be usable for park land and/or other recreational uses while remaining within a reasonable walking distance for occupants of the development. Areas dedicated or set aside for public rights-of-way, private streets, street side stormwater swales or utility easements, required landscape buffers, setback areas, and/or common private parking areas (other than parking areas necessary to meet parking standards for the open space areas) cannot be included in the calculation of the required minimum open space. Stormwater management areas and utility easements are generally excluded from the calculation of open space areas unless the primary use and design of the area is for recreational purposes and the use of the area for stormwater management or utilities does not impair the use of the area for its designed recreational use.

- b. Demarcation Of Open Space Areas: Open space areas must be clearly demarked by creating separation from adjoining developed areas with plants, landscaped earth berms, fences, walls, or a combination of such elements.
- c. Maintenance: Open space areas may be either privately maintained or dedicated for public ownership and maintenance (if the dedication is formally accepted by the City). If any open space area is to be privately maintained, an owner's association must be formed to ensure that the open space is perpetually maintained in an acceptable manner, which includes irrigation of all landscaped areas with an automated irrigation system. If any open space area is to be dedicated to the public for ownership and maintenance, it must be dedicated to the public with the first block of development unless otherwise agreed to in writing by the City.
- d. Coordination With Other Open Space Areas: When preparing the PUD plan, the developer should coordinate open space areas, trails and amenities within the site and with other open space areas/parks to create a larger, more efficient City-wide open space system that provides a greater range of amenities.

**D. PUD Application Requirements: A PUD application must contain or be accompanied by the following information:**

1. Legal Description: A legal description of the site approved by an Idaho licensed surveyor or engineer must be included in the application.
2. Project Narrative: A narrative outlining the proposed PUD plan that, at a minimum, addresses the existing uses on the site, the proposed uses for the site and how those uses fit into the uses in the surrounding area, compatibility with the approval criteria, a list of all proposed deviations from City development standards, and an explanation of how the requested deviations allow for a heightened design that benefits the community:  
**Need to complete this requirement as part of the narrative. Please provide all of the following in the narrative:**
  - a. Address the existing uses on the site.
  - b. The proposed uses for the site and how those uses fit into the uses in the surrounding area.
  - c. compatibility with the approval criteria
  - d. A list of all proposed deviations from City development standards
  - e. An explanation of how the requested deviations allow for a heightened design that benefits the community
3. PUD Plan: The application must be accompanied by a set of plans depicting the following elements:



- a. Dimensions: Site dimensions and property lines. Preliminary Plat submittal shows project boundary and proposed lot dimensions and areas.
- b. Topography: Topography of the site using two foot (2') contours. Preliminary TESC Plan shows 1' contours
  - Need additional feature information for proposed retaining Wall, top of wall height, base of wall height (suggest 50' intervals)
- c. Existing Features: Existing site features including major wooded areas, significant natural, scenic and/or historical features, structures, rights-of-way, streets, easements, utility lines and land uses. Preliminary TESC Plan shows proposed vegetated buffer area, existing coulee, existing structure on adjoining parcel near the southeast corner of project
  - Require set back information of existing structure from property line.
  - Require set back information of any existing structures within 10 feet of property line (verify structures meet building code requirements for minimum setback from top of slope)
    - Home 520 S. Shore Pines
    - Home 522 S. Shore Pines
    - Home with pool 510 E Shore Pines Ct.
    - Home 5938 E. Ponderosa
  - Require geotechnical report
    - Soils types and conditions (existing)
    - Recommended grading and compaction requirements
    - Recommended retaining wall design and setbacks
    - Recommended erosion considerations
    - Recommended foundation designs
    - Anticipated storm water percolation performance

Preliminary plans show existing rights-of-way and easements for Ponderosa Blvd.

Preliminary plans show existing City of Post Falls Water, Storm Water and Sanitary Sewer infrastructure in Ponderosa Blvd.

- d. Transportation Plan: A plan depicting all arterial, collector, planned local road ways and pedestrian/bicycle facilities within the development area. Identify and provide proposed street and trail sections. Preliminary Plans show existing and proposed roadways, along with cross sections. Project narrative identifies scope of work on roadways:
  - Ponderosa Blvd – Major Collector Roadway with Centennial Trail within roadway section along north and south side of road.
    - Project proposes to match existing curb line that was constructed with the Shore Pines Subdivision, this would match established and anticipated roadway cross section.
    - Project proposes to construct 5-foot sidewalk along property frontage, this would match sidewalk constructed along adjoining Shore Pines Subdivision.
      - Sidewalk would be separated from back of curb with 6' planter strip per City Code requirement
  - Ravine Drive – Proposed Private Roadway with cul-de-sac termini. Extensions of Ravine Drive to adjoining properties would not add circulation or continuity to the overall City transportation system.



- Based on historical development patterns along the south side of Ponderosa Blvd, from Greensferry Rd. to Ross Point Rd., and the nature of the request for a private "gated" neighborhood; the proposed layout would be acceptable and is unlikely to have a negative impact on the City's transportation system.
  - Shore Pines Subdivision is built out and no accommodations were made with the Shore Pines Subdivision for access or development of property to the west
  - Future connection to the West of Ravine Drive could be included with an extension of the roadway, being the north line of Ravine Drive, to the western boundary of the project or configuring the bulb section of the terminus of W. Ravine Drive into an "roadway knuckle" and extending the roads terminus point to the western boundary line.
- Both W. Ravine Dr. and E. Ravine Dr. are less 700 feet in length, max cul-de-sac length 800 feet (17.28.040)
  - City Standard for bulb section of cul-de-sacs is a 40-foot radius, project proposed 39.5 feet
    - 40-foot radius is typical and has been accepted by KCFR, revise radius to 40 feet (face of curb)
- Private Streets
  - No right-of-way requirement, minimum roadway width is 24-feet for no parking.
  - Project proposes 27- foot widths with no parking
    - Note exception of wider section with marked parking.
    - On Street parking could be accommodated by widening the roadway 1-foot, for parking on one side.
      - Would provide approximately 7-12 additional parking stalls for project
- Maximum slope of private roadways 10%, project is showing slopes under 3%
- Curbs are not required for private roadways with no on street parking, rolled curb & gutter is proposed
- 5' sidewalks are required along residential roadways and are provided along both sides of Ravine Dr.
- Timber Lane- Proposed Private Roadway, gated access from Ponderosa Blvd to Ravine Drive.
  - Proposed gates should be move as close to Ravine Dr. as possible to maximize vehicle storage from Ponderosa Blvd.
    - 70 feet from curb line in Ponderosa Blvd. to the gate would allow for 3 vehicles in queue
    - Gated access should allow for turn around / exit of vehicles that cannot access thru gate.
      - Removal of island north of gate access or provision of minimum 24' opening



- No right-of-way requirement, minimum roadway width is 24-feet for no parking.
      - Project proposes 42- foot width with no parking
      - Minimum proposed drive lane width is 15 feet, 11-12 feet is typical for a marked roadway lane width
    - Maximum slope of private roadways 10%, project is showing slopes under 2.5%
    - Curbs are not required for private roadways, rolled curb & gutter is proposed, along with standard curb to create a 7-foot wide planter strip
    - 5' sidewalks are required along residential roadways and are provided along both sides of Timber Ln.
  - Rivulet Lane - Proposed Private Roadway, configuration is more in line with that of an Alley or shared driveway, note standard driveway approaches on each intersection with Ravine Dr.
    - 24-foot drive aisle with no parking is provided, 24-foot is the minimum requirement
    - Rivulet Lane is widened by 20 feet (scaled) to provide perpendicular parking on the west side (along block 3)
  - e. Landscape Plan: A landscape plan for all planned private open space and rights-of-way areas.
  - f. Block Development Plan: A block development plan depicting the scope of each block of development and a timetable for implementation of the PUD plan elements, which includes the timing of the dedication and/or development of the open space. Blocks can be developed in any order provided that each block contain all of the infrastructure necessary to exist as a stand- alone development.
4. Authorized Signature And Proof Of Title: The application must be signed by each owner or by a person having the approval of each owner and be accompanied with, proof of legal title to the entire site, proof of authorization to file the application (if applicable), and proof of common control (if not under common ownership).
  5. Will-Serve Letters: If public utility service is to be provided by an entity other than the City, the application must include a "will-serve" letter from the entity indicating that the entity has sufficient capacity to service the entire development.
  6. Fee: The current PUD application fee in an amount set by resolution of the City Council.

**E. PUD Review And Approval Criteria: The Planning and Zoning Commission will hold a public hearing to consider the proposed PUD plan following the quasi-judicial hearing procedures contained in section [18.20.060](#) of this chapter. In order to approve a proposed PUD plan the commission must determine that the proposal meets each of the following approval criteria:**

1. The proposed PUD provides for adequate utilities, services, and parking to service the proposed development by:
  - a. Providing a public water supply system that has adequate supply to serve the proposed development; and **City Water is available in Ponderosa Blvd., there is sufficient pressure to provide necessary fire and domestic service as proposed and shown in the plans.**



- b. Providing a public wastewater collection system that is designed in accordance with the City's adopted Wastewater Master Plan and has sufficient capacity to accommodate the proposed sewer flows; and Remove – "To Be Verified" and replace with Individual grinder pumps to a publicly owned 2.5 inch pressure main in Ravine Dr. is proposed
- The existing sanitary sewer systems is adequately sized and has the capacity to handle the projected flows from the subdivision.
    - Proposed density is within the modeling parameters of the Water Reclamation Collections System Master Plan – Single family residential (R-1)
    - The existing 15-inch sewer main in Ponderosa Blvd has remaining capacity and is not identified for upsizing in the City's build out model
    - Sufficient capacity exists at the immediate downstream lift station, Greensferry Lift Station
  - The preliminary sizing of the 2.5 inch pressure main is consistent with other similar applications for number of units and hydraulic considerations. Calculations for anticipated flow rates, and line pressures should be provided with final design to verify adequacy to meet typical / anticipated pump curves for residential uses.
  - Each residence would own and maintain service from the corporation tap with the pressure main to the house structure
  - Standard service configurations including ball valves and check valves will need to be included with final design.
- c. Providing adequate accommodation for other utilities necessary to support the proposed development; and (Currently Working On? ? any response from outside utilities (gas, electric, telecommunications) being unable to serve) Proposed project is showing utility / drainage easements behind the walkway.
- Cross sections indicate varying widths, plans typically indicate 10-foot or wider easements.
  - Drainage is not typically located in easements
    - Rivulet Ln. has drainage in utility easement, lots accessible to utilities from front side on Ravine Dr.
  - City Standard is typically a 10-foot sidewalk / drainage and utility easement.
- d. Providing sufficient parking throughout the development to adequately meet the parking needs of all uses proposed in the PUD. (City Code does not require garages) cite 2 off street parking is required Plans and narrative indicate no on street parking except in marked areas. Additional on street parking could be made available (7-12 stalls) by widening Ravine Dr. by 1-foot (28-foot face of curb to face of curb) to accommodate parking on one side.
- Provision on marked street parking will require the provision of the appropriate accessible stalls per ADA
2. The proposed PUD provides for an integrated transportation network that adequately serves the proposed development by:
- a. Providing for the continuation of arterial and collector streets, meeting City standards for traffic volume, in a manner consistent with the City's adopted Transportation Master Plan; and Ponderosa Blvd. is classified as a Major



Collector Roadway. The City's transportation model is projecting the roadway to be operating at approximately 25% of available capacity in the year 2035. The projects proposed density is in line with the base considerations of the City's transportation modeling (R-1 single family).

- a. Timber Ln. would be aligned with Timber Ln. to the north. This would conform with the City's access management policy's for intersection spacing (major collector 250 ft minimum separation, if not in alignment). Adjustment, east or west, for the principle access point would result in an access point not conforming with City Standards.
  - b. The Centennial Trail operates along both sides of Ponderosa Blvd., in a similar manner as any other roadways with bike lanes. Visibility triangles will be reviewed for tree placement at the intersection to maintain safe operations.
- b. Providing a local street network that allows adequate traffic circulation and snow storage throughout the entire development; and (Clearly demark the 20' clear park for secondary access on Landscape Plan)
- The proposed gated / private roadway system is adequate for the estimated traffic volumes to be generated from the site (less than 500 trips per day). An emergency / fire access is provided from the northwest corner of the property.
  - Snow storage is assumed to be in the bulb sections of Ravine Dr.
    - W. Ravine Dr. would be stored in the proposed swale
    - E. Ravine Dr. would be stored in Tract "E", consideration for the handling of snow melt on the slope should be addressed in the geotechnical evaluation and landscaping plan
- a. Providing a pedestrian and bicycle system designed to provide adequate circulation throughout the entire development and to all open space areas.
- Frontage improvements for the project include the continuation of 5-foot sidewalks along Ponderosa Blvd.
  - Properties along Ravine Dr. have 5-foot sidewalks along their frontage.
  - Rivulet Ln. being an alley / private drive does not have sidewalks serving the 7 lots that are alley loaded only.
  - The proposed "cart path" connecting from Ravine Drive to Tract "E" does not comply with ADA requirements
3. The proposed PUD provides enhanced community design by:
- a. Conserving and incorporating the sites significant natural, scenic and/or historical features in the development, if any; and (Cite that this respects the natural terrain rather than other means like re-grading entire site. Preserved the natural revine)
  - b. Integrating a mix of compatible land uses in the development and adequately buffering and/or separating any incompatible uses in the development; and
  - c. Locating the proposed uses and lot sizes in the proposed PUD in a manner that blends with the surrounding uses, neighborhoods and public facilities located in the City; and
  - d. Providing at least ten percent (10%) of the gross land area for open space that meets the recreational needs of the users of the development and



provides for a variety of recreational uses; and (Improve calculation and depiction on L1.0)

4. The proposed PUD provides for timely development of the property and security for future completion and maintenance by:
  - a. Ensuring that each development block contains all the necessary element to exist independently from future blocks; and
  - b. Ensuring that each building in the development lot has sufficient access around the structure to allow for continual maintenance of the building and access for emergency services.
  - c. Ensuring that a funding mechanism exists to adequately maintain common areas that are not publicly maintained.

#### **15.44.140: SUBDIVISION STANDARDS:**

- A. All subdivision proposals shall be consistent with the need to minimize flood damage.
- B. All subdivision preliminary plats/development plans shall include the mapped flood hazard zones from the effective FIRM.
- C. Base flood elevation data shall be generated and/or provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is less.
- D. All subdivisions shall have public utilities and facilities such as sewer, gas, electric and water systems located and constructed to minimize flood damage. Proposed utilities shown on the plans and utility easements are located outside of the flood plain. The base flood elevation contour shown on the applicants' submittals is over 100 feet horizontally and over 40 feet vertically from the nearest proposed utility easement.
- E. All subdivisions shall have adequate drainage provided to reduce exposure to flood hazards. (Ord. 1196 § 2, 2010) The applicants submittals have included calculations for the sizing of treatment, storage and disposal areas for seven storm water basins. Calculations indicate that adequate treatment can be provided by either "208" or "flush mount" design methodology.
  - Storm swales should be addressed in the projects geotechnical report for adequacy of the native soils and considerations in fill areas.
  - Basin Calculations should include drainage from private driveways
  - Homes should be required to provide "direct injection" of roof runoff to an adequately sized catch basin or French drain.
  - Basin "C1" shows a low point at Sta 31+50, how does the storm water traverse from the east side of the roadway to the storm swale and provide sufficient treatment area in the swale from the point of discharge to the drywell to meet design standards
  - Basin "C2" how does the storm water traverse from the north to side of the roadway to a storm water swale
  - Basin "D" needs to be revised to verify that existing flows from the northside of Ponderosa Blvd are taken into consideration
  - Basin "D" needs to be revised to verify that existing flows from east of the project boundary on Ponderosa Blvd are taken into consideration.
  - Basin "E" do the basin area calculations include flows from adjoining properties for sizing
  - Basin "F" do the basin area calculations include flows from adjoining properties for sizing



- Drainage ditches along either side of the Cart Path shall be provided with periodic check dams to reduce erosion potential

#### **17.12.060: SUBDIVISION REVIEW AND APPROVAL:**

H. No subdivision shall receive a recommendation of approval from the Planning and Zoning Commission or be approved by the City Council unless findings and conclusions are made that:

1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.
  - City Water is available in Ponderosa Blvd., there is sufficient pressure to provide necessary fire and domestic service as proposed and shown in the plans.
2. Adequate provisions have been made for a public sewage system and that the existing Municipal system can accommodate the proposed sewer flows.
  - Individual grinder pumps to a publicly owned 2.5 inch pressure main in Ravine Dr. is proposed. The existing sanitary sewer systems is adequately sized and has the capacity to handle the projected flows from the subdivision.
    - Proposed density is within the modeling parameters of the Water Reclamation Collections System Master Plan – Single family residential (R-1)
    - The existing 15-inch sewer main in Ponderosa Blvd has remaining capacity and is not identified for upsizing in the City's build out model
    - Sufficient capacity exists at the immediate downstream lift station, Greensferry Lift Station
  - The preliminary sizing of the 2.5 inch pressure main is consistent with other similar applications for number of units and hydraulic considerations. Calculations for anticipated flow rates, and line pressures should be provided with final design to verify adequacy to meet typical / anticipated pump curves for residential uses.
  - Each residence would own and maintain service from the corporation tap with the pressure main to the house structure
  - Standard service configurations including ball valves and check valves will need to be included with final design.
3. Proposed streets are consistent with the transportation element of the Comprehensive Plan. Internal roadways and alleys / driveways are proposed as private. Circulation and design comply with the City's minimum standards, with adjustments to accommodate PUD elements.
3. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions. The TESC Plan provided needs to be accommodated with a geotechnical report that covers:
  - Soils types and conditions (existing)
  - Recommended grading and compaction requirements
  - Recommended retaining wall design and setbacks
  - Recommended erosion considerations
  - Recommended foundation designs
  - Anticipated storm water percolation performance
  - Proximity of existing structures to cut and fill areas



5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this Code.
6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.

#### **18.24.060: SITE DISTURBANCE:**

The intent of this section is to protect the existing natural topography and prevent erosion of land by restricting construction activity that may cause accelerated soil erosion or sedimentation due to unstable soils, steep slopes, high groundwater, or road and building construction. Exempt from these requirements are emergency grading activities necessary to protect lives or property.

- A. Any person or agency planning or conducting a land disturbing activity involving the following sites shall submit a plan for erosion and sediment control when applying for a building permit, special use permit, planned unit development or subdivision permit:
  1. Sites that are in high erosion hazard areas as determined by the City Engineer by nature of the slope, soil characteristics or by concentration of drainage or by existing or proposed stormwater runoff influence.
  2. Sites where the slope is fifteen percent (15%) or more.
  3. Sites where disturbance could have water quality impacts on the Spokane River, as determined by the City Engineer.
  4. Sites that have the potential to discharge stormwater to the surface waters of the United States (Spokane River) and are greater than one acre in size or less than one acre that are part of a larger project totaling more than one acre.
- B. The following information is required on erosion control plans, unless waived by the City Engineer. An engineer or landscape architect, licensed in Idaho, must stamp and sign plans submitted pursuant to this section.
  1. Information thoroughly describing the construction of facilities, grading, filling or clearing of vegetation from the site, including resulting slopes, identification of runoff potential, soil depth, erosion potential and natural drainage (USGS SOILS PROFILE/ LIKLIHOOD FOR EROSION – k-factor. Information needs to be provided within the geotechnical report for the project.
  2. Contours must be depicted at two foot (2') intervals for slopes up to fifteen percent (15%) and five foot (5') intervals for slopes over fifteen percent (15%), showing the topography of the ground to be graded, filled, or cleared and the topography of the ground within fifteen feet (15') of the site, before and after the proposed site work. Spot elevations must be provided at high and low points, grade breaks, and inlets to drainage control structures. Spot elevations were not provided for inlets to drainage control structures (curb cuts, dry wells, storm mains)
  3. Evaluations, proposed grading, dimensions and location of proposed construction, including calculated quantities of earth to be moved must be addressed (Copy of DRAFT SWPP). TESC is identified as being the SWPP exhibit and contains estimated project quantities of cut and fill. A geotechnical



report for the project needs to be provided and findings from that report reflected accordingly on the TESC

4. The type and location of all temporary and permanent runoff control methods, including those to be used during construction to prevent the discharge of degraded runoff water into surface waters must be depicted and described.
  - The Engineer of record is required to verify the adequacy of erosion control provisions that are installed prior to the commencement of mass grading. The Engineer of Record is additionally responsible for conducting periodic review of the continued adequacy of erosion control, including any adjustments thereto, throughout the construction period and immediately after a storm event.
5. Slope stabilization methods employed, identifying the location, design and specifications for slope stabilization that will be utilized during and after construction of the project.
  - Has not been completed. Provisions shall be identified within the geotechnical report and reflected on the plans for type and location of slope stabilizations
6. Revegetation/remediation strategy must be provided, specifying the methods to be used following completion of the project.
  - Has not been completed other than general layout shown on the Overall site plan
7. A copy of the notice of intent (NOI), as required by the EPA, for projects greater than one acre in size, or less than one acre that are part of a larger project totaling more than one acre, and having the potential for runoff discharge to surface waters of the United States (Spokane River). (Ord. 1237, 2012)
  - A NOI is typically completed by the contractor and submitted after plan approval and prior to the commencement of construction. The project does meet the requirement of completing a SWPP and receiving an approval of the NOI prior to commencement of any site work.

# PRIOR APPEALS OF HOMEOWNERS

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# LYONS O'DOWD

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## ATTORNEYS & COUNSELORS

September 10, 2021

Via Email @ [amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)

City Council of Post Falls  
c/o Amber Blanchette  
408 N. Spokane St.  
Post Falls, ID 83854

**Re: *Appeal of Reasoned Decision  
Northshore District Subdivision & PUD  
File No. SUBD-0001-2021/PUD-0001-2021***

Dear City Council:

This Firm represents three neighbors living adjacent to the proposed 47-lot subdivision located on the immediately adjacent 10 acres of land recently annexed into the City of Post Falls (AIN 121635) (the “Subject Property” and the “Project”). These individuals will be adversely impacted by the Project due to the very significant risk of property damage from unmitigated stormwater management, traffic concerns, damage to the Spokane River, increased density, incompatibility with surrounding neighborhoods, intrusive light/noise and other issues. Should this project be approved, the Homeowners’ property values will decrease, and they are, and will be, aggrieved parties. (the “Homeowners”).<sup>1</sup>

The Homeowners appealed the approval issued by the Planning and Zoning Commission (P&Z), which is now subject to review by City Council. The appeal is included in the record at PC-25. The appeal, and all prior objections included technical reviews provided by the Homeowners’ Professional Engineer Jim Coleman. Mr. Coleman has extensive experience in land use development in this geographic area and serves as a City engineer for other local municipalities. It is Mr. Coleman’s opinion that the density and layout of this Project is not feasible given the topographic features of this site, particularly the steepness, existing drainage patterns and adjacency to the Spokane River. A copy of Mr. Coleman’s report and his earlier reviews are attached hereto.

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<sup>1</sup> IAAR Idaho LLC, c/o Ibrahim Al Rashoodi, 522 S Shore Pines Rd., Post Falls, Idaho 83854; Post Falls Trust, 520 S Shore Pines Rd., Post Falls, Idaho 83854; Michael J. and Cheryl R. Pelissero Family Trust, 518 S Shore Pines Rd., Post Falls, Idaho 83854 (cumulatively the “Homeowners”).

The entirety of the Homeowner's appeal is incorporated herein by reference. While some of these deficiencies may seem minor or technical, these deficiencies are based on the Code as it written, and the Council has a duty to enforce the same or render its own laws meaningless. The Council may very well wish to amend the Code in the future but there is a separate process for doing so and this Project must be reviewed based on the Code that exists today.

Ultimately, the Homeowners do not dispute that development can occur on the Subject Property. However, they too have property rights that are not being adequately safeguarded.. Before any approvals can be made, detailed plans must be required to ensure that the required findings for a planned unit development and subdivision can be adequately supported by the record.

**I. The Hearing Should be Rescheduled to Allow the Applicant's Updated Geotechnical Report to be Included in the Record.**

Initially, the Homeowners are requesting that this hearing be rescheduled to allow the Applicant to submit to the City a copy of the Liberty Geotech geotechnical report dated April 12, 2021 referenced and relied upon in the Applicant's rebuttal documents. (See PC-26, *McArthur Engineering*, p. 1). One of the Homeowners' primary concerns, supported by their own engineer's opinion, is that there are simply too many impervious improvements without adequate stormwater management. Those concerns are supposedly minimized because the "geotechnical engineer has determined this is not true." PC-26, *Weeks Rebuttal*.

We have requested a copy of this report and the City has confirmed that it was not included by the Applicant in the application materials. The Applicant relies on this document to dismiss our concerns, but the Homeowners, City Staff and Council have not had an opportunity to review the same. This report must be shared with adequate time for review before any decision can be made. Once the materials are properly shared, a new hearing date should be scheduled.

**II. Without a Written Notice to Proceed this Hearing is improper.**

As noted in the original appeal, the City Code requires that the Administrator complete a "written notice to proceed" at least 45 days before a subdivision application can be set for public hearing. PFCC § 17.12.030. While the Applicant suggests this does not technically require a written letter and would allow for a more wholistic response by the City, we respectfully disagree.

The Code imposes a non-discretionary duty<sup>2</sup> on the Administrator to issue a written notice to proceed with a "statement of issues, concerns and recommendations." §17.12.020. To this day,

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<sup>2</sup> The Code provides that this notice to proceed "shall" be given before proceeding: "No application for a subdivision shall be accepted until a preapplication review has been completed and a written notice to proceed has been issued by the administrator." § 17.12.030. Use of the word "shall" in this section makes this requirement mandatory. *In Re Order Certifying Questions to Idaho Supreme Court*, 167 Idaho 280, 2020 ("The word 'shall' when used in a statute is mandatory.")

the last written record by the Administrator regarding the Project is a very formal “LETTER OF COMPLETENESS” detailing that the project is “**Incomplete**” and provided to the Applicant in May of 2020.<sup>3</sup> Even a year later, this application remains incomplete. There are no details of existing drainage patterns, detailed landscaping plans<sup>4</sup> and proposed streetlights. §17.12.040, *Table 1-Subdivision Plan Elements*. These details are of particular importance to the Homeowners given the existing stormwater patterns, as well as the location of the private road adjacent to their land. Additionally, missing Construction Plan Elements include street lighting plans, site identification signs, traffic control signs and directional signs, traffic studies and areas of cut or fill of more than 4 feet. *Table 2-Preliminary Construction Plan Elements*.<sup>5</sup> The City has also omitted mandatory elements of a site disturbance plan, which must be submitted “when applying for a . . . planned unit development or subdivision permit.” §18.24.060. The City’s Engineer provided extensive notes on the missing elements on the erosion control plan, runoff control and management, slope stabilization methods, and revegetation/remediation requirements, but these elements have not been updated in the application materials that were approved. *See* PC-25, *Public Records*. The City also ignores a mandatory requirement that a notice of intent letter be provided to the EPA contemporaneous with the application for PUD/Subdivision approval when dealing with a property larger than one acre in size and adjacent to the Spokane River. §18.24.060.B.7. The omission of these required elements renders the application materials incomplete.

Only 45 days after the Administrator issues a written notice to proceed can this matter be set for public hearing. All intermediary actions by the Council have been procedurally improper.<sup>6</sup> The Homeowners respectfully request that the Council remand the application for further review by the Planning department as required by City Code.

### **III. The Decision violates the Homeowners’ Constitutional rights to due process.**

What the Homeowners request with respect to due process, and to which they are entitled, is a full and fair procedure. *See Jasso v. Camas County*, 151 Idaho 790 (2011). The reference to the public records obtained by the Homeowners demonstrate Staff bypassed procedural requirements in the review process, even when such steps were normally required of other

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<sup>3</sup> The Applicant references an email from staff sent in January of 2021 by Staff and approved by the Administrator as the notice to proceed, but neither of the email nor the Administrator’s opinion are included in the record on appeal and, therefore, cannot properly be considered to meet this Code requirement.

<sup>4</sup> Landscaping plans are also a discrete requirement for PUD approval §18.20.080.D.3.e. There are multiple required elements for a landscaping plan outlined in §18.20.130 which are not included in the project documents.

<sup>5</sup> A traffic study is only mandatory if required by the City Engineer, but it should be in this case given the density of the Project, the outlet into subdivisions to the north and the reliance by staff on trip data information from 2014.

<sup>6</sup> Approvals made in violation of City Code are void *ab initio*. *See Syringa Networks, LLC v. Idaho Dep’t of Admin.*, 159 Idaho 813 (2016).



applicants.<sup>7</sup> When applicants receive favorable treatment that is not afforded to everyone else, the process is unfair. When decision-makers, in turn, rely on those unfair procedures, the process as a whole has been tainted.<sup>8</sup> The application must be complete, it must be reviewed according to City Code and all steps must be followed to ensure that there is a full, transparent and fair application of Code—both the Applicant and the Homeowners are subject to (and the beneficiaries of) these fairly applied standards. The record demonstrates that has not occurred in this case.

**IV. The PUD is based upon unlawful procedure by incorporating townhomes without a special use permit.**

City Code expressly provides that a Planned Unit Development (PUD) is a planning tool that permits flexibility with respect to certain “development standards” in exchange for benefits to the community, including open space requirements. §18.20.080.A. It is true that a PUD may contain a mix of residential, commercial, and industrial uses (that may be outright permitted or specially permitted), but the existence of those uses within a PUD does not negate the procedural approval requirements for such uses. Indeed, the Code goes on to explain that the only “development standards” that a PUD may be used for to deviate from Code include variations to height standards, buffer standards, lot dimensions, certain driveway standards and parking standards. § 18.20.080.B.3 (“In order to achieve the purposes of this section, the developer may request modifications to the following development standards . . .”). In other words, a PUD is not a carte blanche planning tool that allows a developer to avoid all other approval processes required by Code. This is demonstrated by the City’s requirement that the Applicant submit a subdivision application contemporaneously with its PUD application—because a subdivision is not a development standard that can be avoided with a PUD.

Similarly, a conditionally permitted townhome use is not one of the development standards that can be modified by a PUD. The Property at issue is zoned R-1. The Project includes a proposal for 12 townhomes. Within an R-1 zone, townhomes are only permitted with a special use permit procedure approval. §18.20.030. The Applicant must submit a special use permit application to include townhomes in its development. Having failed to do so, this application should be denied.

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<sup>7</sup> “We are not required to complete an acceptance letter, although we often do. Staff has been coordinating continuously with the applicant through this process in getting an application that meets City Code application requirements prior to notice, therefore the need for the acceptance/completeness letter served no purpose for staff or the applicant in this particular case.” *See Public Records.*

<sup>8</sup> “I have to rely on our Planning and Zoning Department have [sic] belief that they review all of this stuff like the drainage problem and everything will be mitigated so it works.” *See 2/9/2021 Minutes, Commissioner Carey.* Staff did not report to P&Z the overwhelming lack of support for this Project: “I may fall over, someone is in favor!!!” *See Public Records.* The records were not adequately represented to P&Z and the public at large.

**V. The Decision is Arbitrary and Capricious an abuse of discretion and not based upon substantial evidence in the record.**

A PUD must comply with all subdivision regulations and development standards, except those specifically subject to modification (such as height, bulk and lot sized). §18.20.080.B.2. To approve a PUD, the P&Z must determine that the Project meets four mandatory criteria, each with its own subparts. §18.20.080.E (Subparts 1 through 4).

**1. The parking and utility approvals are not supported by substantial evidence. (§18.20.080.E.1).**

While the Applicant makes light of the Homeowners' parking concerns, it is true for this issue that the devil is in the details. The Homeowners will live adjacent to E. Ravine Drive which has been designated as *the* off-street parking location for homeowners/guests. While 82 guest spots may seem significant initially, even Staff recognize it is insufficient and require at least 94 off-street parking stalls (see proposed Condition 2). Even that is likely insufficient when considering 47 homes, with families and guests. The layout is also deficient because the spots are not evenly spaced throughout the community. Families/guests will be parking predominately on E. Ravine Drive (adjacent to the Homeowners) yet walk hundreds, if not a thousand feet, to get to their final destination along, for example, W. Ravine Drive. This arrangement likely violates ADA standards as well by exceeding the distance between designated handicapped spaces and their ultimate destination. In short, without more information, the sufficiency of the parking cannot be approved based on the record.

The Homeowner's engineer has previously opined on the issues related to utilities, particularly the location of the easements within swales, and the use of grinder pumps for the development. While the Applicant may be correct that these concerns would not generally be sufficient to deny an application, it is yet another example of applying seemingly low standards to a hazardous site that is not suitable for this high-density Project.

**2. The Project does not provide an integrated transportation network as required by City Code. (§18.20.080.E.2).**

It is within the discretion of the City Engineer to require a traffic plan for any major subdivision. §17.12.040, *Table 2*. This Project is located less than a ¼ of a mile from Ponderosa Elementary School, will front the Centennial Trail and is planned to be gated with mailboxes located at the street. This is a high-density development in a sensitive location and traffic requires closer attention. The traffic counts from 2014 are outdated and further analysis should be required given the unique location and features of this project.

The layout of the streets are also inconsistent with Code. Streets are required to stub out to adjacent property that is undeveloped. §17.28.040.A.4. In this case, there is no stub of W. Ravine Drive to the undeveloped property to the west. While this deviation may be supported as a PUD

change, it only reinforces the traffic concern because the property to the west will undoubtedly be annexed into the City and developed, creating even more ingress/egress and traffic concerns.

Snow storage is inadequate. There are 6' planters contemplated for snow storage along E and W Ravine Drive, but such storage does not exist for Rivulet Lane or the alleys. Rivulet Lane and the alleys are **the** roads to be used for access to all the western and middle residences of this Project, none of which will have areas designated for snow storage; thus, a finding for adequate snow storage cannot be supported.



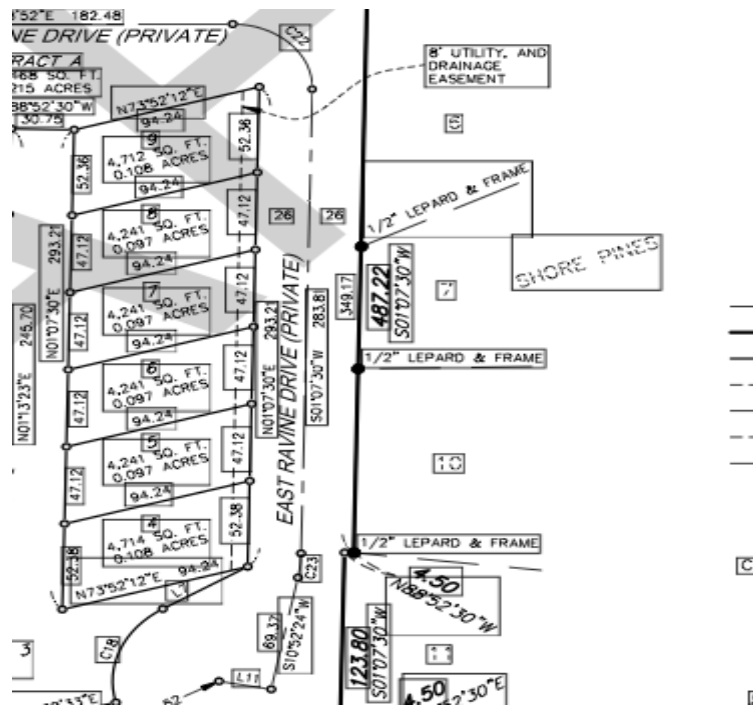
3. **The findings regarding enhanced community development are arbitrary and capricious and not supported by the record. (§ 18.20.080.E.3.).**
  - a. **The Project does not adequately buffer incompatible uses with surrounding neighborhoods, particularly with respect to S. Shore Pines. (§ 18.20.080.E.3.b).**

Contrary to the position proposed by the Applicant, the Homeowners would much prefer to live adjacent to a residential lot with grass and a home, then to a street filled with cars, streetlights, garbage cans and other unsightly features. The Homeowners do not dispute that both neighborhoods will be residential in nature, they are simply asking that their own property values

be maintained by either relocating E. Ravine Drive down the ravine so that the home lots are adjacent to the boundary or, at the very least, impose a reasonable buffer between the two inconsistent uses.

**b. The proposed uses and lot sizes are not consistent with surrounding neighborhoods, particularly with respect to S. Shore Pines (§ 18.20.080.E.3.c).**

The Code requires that the PUD enhances the community design by: “c. Locating the proposed uses and lot sizes in the proposed PUD in a manner that blends with the surrounding uses, neighborhoods and public facilities located in the City;” §18.20.080.E.3.c. This is not an insular determination, but rather, Council must look to the surrounding neighborhoods to determine if there is continuity with respect to lot sizes. The average lot size in S. Shore Pines (where the Homeowners reside) is 12,500 s.f. (0.29 acre). The average lot size in Forest Glen directly to the north is approximately 10,000 s.f. (0.23 acre). However, the average lot size in this Project is a mere 0.10 acre, with lots as small as .067 acres. The image below shows the lots sizes in S. Shore compared to the adjacent lot sizes proposed in the Project—this is not a consistent blend of lot sizes.



Also, nowhere in the vicinity of the Subject Property is there a development containing this array of home styles, which is much more typical in the urban core. There are townhomes (which are only conditionally permissible in this zone with a special use permit), cottage houses, and tree houses. Of the 47 total lots, only 5 of the homes are homes on lot sizes comparable to the

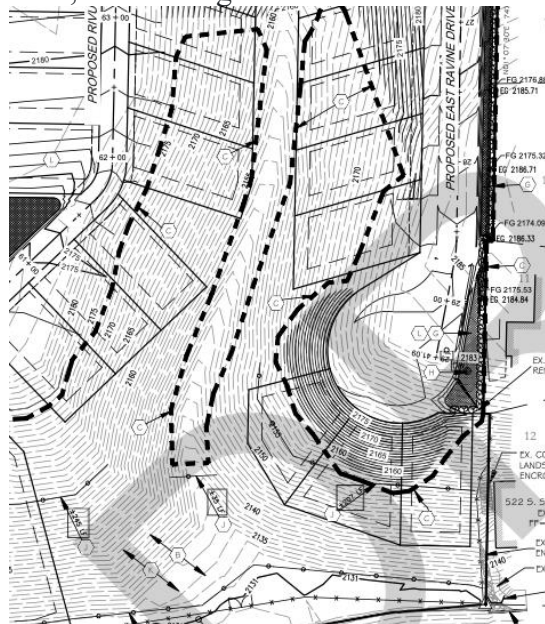


surrounding neighborhoods. This means that 89% of this Project is incompatible with the surrounding neighborhoods.

This type of Project is more appropriate for an urban core/transitional development, but this location is at the outskirts of the City limits otherwise defined by large lots and low density. There is no reasonable interpretation of the evidence in this record that could lead the Council to a determination that this Project is compatible with the surrounding neighborhoods.<sup>9</sup>

**c. The PUD does not accurately reflect the open space dedicated to the Project (§ 18.20.080.E.3.d).**

To meet PUD standards, “open space” must be reserved for “active and passive recreational activities” with areas “large enough to be usable for park land and/or other recreational uses while remaining within a reasonable walking distance for occupants of the development.” § 18.20.080.C.2.a. The topo lines below demonstrate the slopes of this area are in excess of 20-30%. If the intent of this requirement is going to be met, the Applicant must provide an *actual* explanation on the record as to how these ‘open spaces’ are intended to be used by the community for recreational purposes; otherwise, this finding has been rendered meaningless.<sup>10</sup>



<sup>9</sup> The Homeowners requested copies of all approved plats in the City of Post Falls over the last two years. The detail of this analysis is attached in the Homeowners’ initial appeal and shows an average density of 3.41 units/acre.

<sup>10</sup> The proposed open space and cart path also violate ADA standards due to its slope and likely due to the distance between the parking and the final destination.

**4. The determination of adequate access is insufficient to meet the standard of § 18.20.080.E.4.b.**

The concern with this finding again centers on the lack of construction plans and planning details to ensure all requirements can be met *before vesting the property owner with a 47-unit entitlement* that cannot be safely designed. The Project's primary entrance is located in the middle of the property and the proposed emergency ingress/egress is along the western portion of the Property. According to Code, the distance between these the two access points must be at least 450' apart. However, the approved plans only provide approximately 150' of spacing. *See Fire Code D107.1, D104.3.* The Homeowners have repeatedly expressed their concerns with emergency ingress/egress<sup>11</sup> access, the steepness of the slopes for the roads and driveways that are proposed and the ongoing *inability* of homeowners in the development to use and maintain their lots. These concerns must be addressed with more detailed plans so the Council can fully review the adequacy of this proposed finding.

**VI. The mandatory findings for approval of the Subdivision are arbitrary, capricious and not supported by the record.**

Subdivisions must meet all required findings outlined in § 17.12.060.H, which are described below.

**1. Proposed streets are inconsistent with the transportation element of the Comprehensive Plan (§ 17.12.060.H.3).**

As previously expressed, this Project is located in a very sensitive traffic area, close to an elementary school and adjacent to the Centennial Trail. The Project proposes a highly dense, gated community with mailboxes located outside the gate. With 47-units, cars will undoubtedly queue up to get into this community from Ponderosa yet there is no proposed mitigation of interactions that will occur between pedestrians/bikers and vehicles at the entrance of this subdivision. Without mitigation measures such as berms, pedestrian cross-walks and signage, this finding cannot be met.

There is also a lack of buffering between E. Ravine Drive and the existing South Shore community and no buffering between the proposed alley and the vacant land to the west.

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<sup>11</sup> Although Kootenai County Fire has approved the plans with changes, none of the design plans include the modified access for emergency vehicles.



**2. The finding that no hazardous conditions exist is arbitrary, capricious and not supported by the evidence. (§ 17.12.060.H.4).**

First, the Applicant has relied on a new geotechnical report to support its position that this site is not hazardous; however, that document is not in the record and without time for review by City staff, and the public at large, cannot be used for purposes of this approval.

In reality, the site absolutely has “topographical conditions presenting hazards.” Both the Applicant and the Planning Department recognize the “unique” topographic features of this site. From the northern to southern end of the site there is a 7% downward slope that increases to a 31% slope at the edge of the Spokane River. Within the site, there are extreme slopes ranging from 20-35%. In particular, there is an existing ravine running the entire eastern edge of the site, which flanks the western border of the Homeowners’ lots. There is an existing culvert the drains all stormwater collected in the subdivision to the north onto this site. The entire southern end of the site is flanked by the Spokane River. This site absolutely has topographical features presenting hazards.

Mr. Coleman has reviewed the rebuttal information provided by Scott McArthur. His entire opinion is attached and provides as follows:

“Based on my review, I continue to stress my opinion, the density of the Northshore District Subdivision on the steep slopes of the Spokane River requires stormwater management and control beyond ‘standard’ design. This property has slopes of over 30% and will have constructed slopes of 50% (2:1).”

Ultimately, because this is a hazardous site, “standard design requirements do not adequately address the conditions present at this site.” The finding that there are no hazardous conditions on this site is inconsistent with the evidence in the record.<sup>12</sup>

**3. The proposed use violates applicable zoning regulations (§ 17.12.060.H.5).**

The Project cannot meet the performance standards mandated by the City given the hazardous site conditions. Again, the Applicant relies on a geotechnical report that neither Staff nor the public have had the opportunity to review. Thus, Mr. Coleman’s opinion remains that the proposed stormwater management plans are not sufficient. *See attached.*

Also, townhomes are not permitted in an R-1 Zone without a special use permit, which cannot be circumvented by a PUD which only allows for deviations from discrete development standards such as buffering and landscaping requirements. *See supra.*

**VII. The conditions required to ensure compliance are insufficient.**

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<sup>12</sup> See also the Public Records attached to Homeowner’s appeal which include emails from the City Engineer and various concerns regarding stormwater management.

Condition 2 requires 2 off-street parking stalls for each unit. This is not currently met in the submittals which provides only a total of 82 spots, instead of 94 spots. As previously described, without additional details on the parking, this requirement is insufficient.

The Homeowners concerns regarding Conditions 15, 20, 17, 19 and 21 remain. Mr. Coleman's professional opinion is that this site is being overbuilt in light of the hazardous conditions of the site. *See Rebuttal Report, 9/9/21 and prior reports dated May 18, 2020 and April 13, 2021.*

With respect to Conditions 15 and 20, Mr. Coleman opined that the proposed retaining wall could not be built without encroaching onto the Homeowners' property. Evidently, the Applicant agreed and, based on an undisclosed geotechnical report, "the retaining wall layout was modified." We have not seen any revisions to the retaining wall, nor have we seen the report that serves as the basis for this alleged fix so we cannot confirm whether this change is adequate to remove our concerns. Frankly, this type of ad hoc change is exactly why detailed construction plans, a full geotechnical report, a traffic plan and other detailed plans must be submitted before approval because the Homeowners have every right to ensure that their own properties are being protected.

Regarding Conditions 17 and 19 it continues to be Mr. Coleman's opinion that this Project cannot mitigate future storm events due to the density of the site, the amount of impervious space and the steepness of the hillside. *See Rebuttal Report, 9/9/21 and prior reports dated May 18, 2020 and April 13, 2021.*

Because of the hazardous conditions at the site, it is imperative that a geotechnical report be submitted and vetted *before* approval due to the hazardous conditions of the site; therefore, condition 21 is inadequate.

## CONCLUSION

It is respectfully requested that this Project be denied for the foregoing reasons. If Council is inclined to continue its review, the Homeowners request that the matter be stayed while the geotechnical report and further construction plans be prepared as part of the review for this Project. Thank you for your consideration.

Sincerely,

/s/ Megan O'Dowd

Megan O'Dowd

Encls.: Reports of Jim Coleman dated September 10, 2020, May 18, 2020 and April 13, 2021

Cc: Clients

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MARC LYONS [MARC@LYONSODOWD.COM](mailto:MARC@LYONSODOWD.COM) | MEGAN O'DOWD [MEGAN@LYONSODOWD.COM](mailto:MEGAN@LYONSODOWD.COM)  
LUKE O'DOWD [LUKE@LYONSODOWD.COM](mailto:LUKE@LYONSODOWD.COM) | ANNIE HARRIS [ANNIE@LYONSODOWD.COM](mailto:ANNIE@LYONSODOWD.COM)  
CHRISTOPHER GABBERT [CHRIS@LYONSODOWD.COM](mailto:CHRIS@LYONSODOWD.COM)

## PUBLIC RECORDS RESPONSES

From:"Amber Blanchette" <amberb@postfallsidaho.org>  
Sent:Thu, 4 Feb 2021 21:20:50 +0000  
To:"Laura Jones" <ljones@postfallsidaho.org>;"Jonathon Manley" <jmanley@postfallsidaho.org>;"Ethan Porter" <eporter@postfallsidaho.org>  
Subject:RE: I support Northshore District Subdivision & PUD

LOL

---

**From:** Laura Jones <ljones@postfallsidaho.org>  
**Sent:** Thursday, February 4, 2021 1:18 PM  
**To:** Amber Blanchette <amberb@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Ethan Porter <eporter@postfallsidaho.org>  
**Subject:** RE: I support Northshore District Subdivision & PUD

No way!

Laura Jones  
Community Development – Associate Planner  
City of Post Falls, ID  
208.457.3336

[ljones@postfallsidaho.org](mailto:ljones@postfallsidaho.org)



---

**From:** Amber Blanchette <[amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)>  
**Sent:** Thursday, February 4, 2021 1:17 PM  
**To:** Jonathon Manley <[jmanley@postfallsidaho.org](mailto:jmanley@postfallsidaho.org)>; Ethan Porter <[eporter@postfallsidaho.org](mailto:eporter@postfallsidaho.org)>; Laura Jones <[ljones@postfallsidaho.org](mailto:ljones@postfallsidaho.org)>  
**Subject:** FW: I support Northshore District Subdivision & PUD

I may fall over, someone is in favor!!!

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**From:** S J <[spudracingcda@gmail.com](mailto:spudracingcda@gmail.com)>  
**Sent:** Thursday, February 4, 2021 12:53 PM  
**To:** Public Hearing Notice <[phnotice@postfallsidaho.org](mailto:phnotice@postfallsidaho.org)>  
**Subject:** I support Northshore District Subdivision & PUD

I support Northshore District Subdivision & PUD. Approving this development will provide many jobs and much needed housing, and is generally compatible with the surrounding property uses and density.

Thank you for your consideration.

Sam Johnson  
2535 Tiatan St  
Post Falls, ID 83854

From:smcarthur@h2survey.com  
Sent:Mon, 8 Feb 2021 16:37:42 -0800  
To:"Amber Blanchette" <amberb@postfallsidaho.org>;"Field Herrington"  
<fherrington@postfallsidaho.org>;"Jonathon Manley" <jmanley@postfallsidaho.org>  
Subject:RE: SUBD-0001-2021/PUD-0001-2021

Thank you! We will have three (3) in attendance at the hearing, and the remaining team online. Do they need to pre-register for zoom?

Sincerely,

Scott L. McArthur, PE  
Principal Engineer



C e l : 2 0 8 . 9 6 4 . 0 4 8 1  
[www.h2survey.com](http://www.h2survey.com)

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**From:** Amber Blanchette <amberb@postfallsidaho.org>  
**Sent:** Monday, February 8, 2021 3:48 PM  
**To:** Field Herrington <fherrington@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; smcarthur@h2survey.com  
**Subject:** FW: SUBD-0001-2021/PUD-0001-2021

Here is an email from Megan. Please read.

---

**From:** Megan O'Dowd <[megan@lyonsodowd.com](mailto:megan@lyonsodowd.com)>  
**Sent:** Monday, February 8, 2021 3:45 PM  
**To:** Amber Blanchette <[amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)>  
**Cc:** Jonathon Manley <[jmanley@postfallsidaho.org](mailto:jmanley@postfallsidaho.org)>; Robert Seale <[rseale@postfallsidaho.org](mailto:rseale@postfallsidaho.org)>; Mike P <[ljcsdad@att.net](mailto:ljcsdad@att.net)>  
**Subject:** Re: SUBD-0001-2021/PUD-0001-2021

Hi Amber,

Thank you for checking. I will not be in attendance at the hearing tomorrow night.

At this time, our firm represents the following individuals, all of whom have provided written objections to the project and will reiterate those objections tomorrow night: Dan Leary, Barbara Nyegaard, Abe and Dana Rashoodi, Dan Leary, Mike & Cheryl Pelissero and Andrew and Erica Mikles

Thank you,  
Megan

Megan O'Dowd

office (208) 714-0487 x 2  
direct (208) 596-9839  
fax (888)-966-0036

From:smcarthur@h2survey.com  
Sent:Thu, 22 Oct 2020 23:29:05 -0700  
To:"Jonathon Manley" <jmanley@postfallsidaho.org>  
Subject:RE: Tuesday 10/27

I have a 1p meeting at the City of Hayden Tuesday afternoon.

Would you like to meet at the City or via zoom between 3p and 5p?

Sincerely,

Scott L. McArthur, PE  
Principal Engineer



C e l : 2 0 8 . 9 6 4 . 0 4 8 1  
[www.h2survey.com](http://www.h2survey.com)

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**From:** Jonathon Manley <jmanley@postfallsidaho.org>  
**Sent:** Thursday, October 22, 2020 2:25 PM  
**To:** smcarthur@h2survey.com  
**Subject:** Tuesday 10/27

Scott:

What is your schedule looking like Tuesday afternoon to discuss Northshore with Rob and myself? I figure the three of us could hammer this out efficiently in about a 2 hour time block.

Jon



From:"Amber Blanchette" <amberb@postfallsidaho.org>  
Sent:Wed, 7 Oct 2020 15:13:19 +0000  
To:"Jonathon Manley" <jmanley@postfallsidaho.org>  
Subject:RE: The NorthShore District - Resubmittal

What public hearing date do you want this on?

---

**From:** Jonathon Manley <jmanley@postfallsidaho.org>  
**Sent:** Tuesday, October 6, 2020 2:13 PM  
**To:** Amber Blanchette <amberb@postfallsidaho.org>  
**Subject:** FW: The NorthShore District - Resubmittal

Updated M-Files

---

**From:** smcarthur@h2survey.com <smcarthur@h2survey.com>  
**Sent:** Thursday, October 01, 2020 3:11 PM  
**To:** Jonathon Manley <jmanley@postfallsidaho.org>; Robert Seale <rseale@postfallsidaho.org>  
**Cc:** Amber Blanchette <amberb@postfallsidaho.org>; Heidi Varney <hvarney@postfallsidaho.org>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>  
**Subject:** The NorthShore District - Resubmittal

Mr. Manley/Mr. Seale:

Please confirm your receipt of the attached documents.

Thank you for your continued support with this project!

We appreciate the opportunity to move forward with a formal P&Z hearing in either late October or early November.

As always, thank you for your time!

Sincerely,

Scott L. McArthur, PE  
Principal Engineer



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From:"Jonathon Manley" <jmanley@postfallsidaho.org>  
Sent:Tue, 3 Nov 2020 17:37:50 +0000  
To:"Amber Blanchette" <amberb@postfallsidaho.org>  
Subject:FW: The NorthShore District - Resubmittal - 11-1-2020  
Attachments:THE NORTHSHORE DISTRICT - 11-1-2020 - RESPONSE LETTER.pdf, THE NORTHSHORE DISTRICT - 10-31-2020 - PRELIMINARY PLAN AND TESCPLAN.pdf, THE NORTHSHORE DISTRICT - PRELIMINARY PLAT.pdf, THE NORTHSHORE DISTRICT - PRELIMINARY STORMWATER ASSESSMENT.pdf, THE NORTHSHORE DISTRICT - IPEC EVALUATION and NRCS REPORT.pdf, THE NORTHSHORE DISTRICT - OPEN SPACE EXHIBIT.pdf, THE NORTHSHORE DISTRICT - TITLE DOCUMENTS.pdf, THE NORTHSHORE DISTRICT - 10-31-2020 - PROJECT NARRATIVE.pdf

FYI. Can you update the pertinent docs to either the PUD or Subdivision.

Thanks,

Jon

---

**From:** smcarthur@h2survey.com <smcarthur@h2survey.com>  
**Sent:** Monday, November 02, 2020 3:12 PM  
**To:** Rob Palus <rpalus@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>  
**Cc:** Warren Wilson <wwilson@postfallsidaho.org>; Robert Seale <rseale@postfallsidaho.org>; rhamilton@h2survey.com; Josh Bagley <jbagley@h2survey.com>  
**Subject:** The NorthShore District - Resubmittal - 11-1-2020

Rob/Jon:

Thank you for taking the time to meet with me last week to review and discuss the above project.

As you know this project has been subject to several reviews since February of 2020, and we continue to express our collective appreciation for the City's assistance, support, and investment/time to make sure this project is prepared for a hearing date with the City of Post Falls Planning and Zoning Commission.

We are confident in the minor modifications/notations that have been made to the attached resubmittal package/documents, and we feel that we are more than prepared to present this project, with the City's support, at the December 8, 2020 Planning and Zoning Commission Hearing.

Thank you again for your time and consideration of this resubmittal, we look forward to hearing from you as soon as possible so we can try and make this project a reality!

Sincerely,

Scott L. McArthur, PE  
Principal Engineer



C e l : 2 0 8 . 9 6 4 . 0 4 8 1  
[www.h2survey.com](http://www.h2survey.com)

From:"Amber Blanchette" <amberb@postfallsidaho.org>  
Sent:Mon, 11 Jan 2021 22:10:39 +0000  
To:"Scott McArthur" <smcarthur@h2survey.com>  
Cc:"Jonathon Manley" <jmanley@postfallsidaho.org>  
Subject:Applications  
Attachments:Planned Unit Development - Application.pdf

Scott,

For technicality purposes, can you fill out the attached PUD application for the specific PUD file for Northshore?

Thank you,

Amber Blanchette  
Planning Administrative Specialist  
Phone: 208-457-3338  
Email: [amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)



*Fear is an illusion, ready to be overcome...*

From: Field Herrington <fherrington@postfallsidaho.org>  
Subject: RE: Tedder Project  
Date: March 19, 2021 at 8:04:50 AM PDT  
To: Megan O'Dowd <megan@lyonsodowd.com>

Megan,

Those provisions are largely done informally in discussions with staff during preapplication, they usually occur in person, via email, or telephonically. In my discussions with staff there were emails back and forth requesting and receiving documents.

In May of 2020, the applicant was put on notice that their application was incomplete. Through the review process, staff worked with the applicant to mitigate the deficiencies in their application. Once all the application documents were deemed received and complete the city proceeds with scheduling the public hearing and providing notice. The city generally does not issue a formal written 'notice to proceed' document. It is often inferred from the preapplication discussion in person, via email, or telephonically. In this case the notice to proceed was done verbally with Scott McArthur following a series a meeting and phone conversations.

In this case the administrator determined that this was an appropriate review process for this particular application under subsection B.

Subsection B of 17.12.030, provides: “The developer shall have the option of seeking the direction of the administrator as to which approvals are required and the appropriate review process, or of filing an application the developer believes to be appropriate. The administrator's determination shall be presumed to be correct.”

Further, these types of procedural requirements are in place to protect the due process rights of applicants so they are afforded timely processing of their application. It is difficult to see what injury or standing adjacent property owners would have stemming from such a procedural challenge.

Additionally, to follow up about our conversation about mediation. I have spoken with Warren and we would suggest that you make a formal application for mediation that we can take to council to order mediation. This will also toll any time limits for appeals.

Very truly yours,

Field K. Herrington  
Deputy City Attorney  
fherrington@postfallsidaho.org  
Phone: (208) 773-0215  
Fax: (208) 773-0214



**From:** Megan O'Dowd <megan@lyonsodowd.com>  
**Sent:** Wednesday, March 17, 2021 3:29 PM  
**To:** Field Herrington <fherrington@postfallsidaho.org>  
**Subject:** Tedder Project

Field,

Thank you for the call this afternoon. I did a quick search of the Post Falls City Code to refresh my memory and believe that 17.12.030 requires that applicants receive written notice to proceed by the administrator before the application is deemed complete and a public hearing can be scheduled. I also interpret this section to require the a minimum of 45 days pass between issuance of the completion letter and scheduling of the public hearing.

I am not aware of any written documents by the Administrator except for the deficiency letter issued in August of 2020. Has a new letter been issued since that time?

I look forward to hearing from you.

Thank you,

Megan

**17.12.030: APPLICATION:**

A. Applications for subdivisions shall be submitted and accepted at least forty five (45) days before the date of the public hearing at which it is to be reviewed. Minor subdivisions may be submitted to the administrator at any time. No application for a subdivision shall be accepted until a preapplication review has been completed and a written notice to proceed has been issued by the administrator. The administrator may waive the preapplication conference for a minor subdivision.

B. The developer shall have the option of seeking the direction of the administrator as to which approvals are required and the appropriate review process, or of filing an application the developer believes to be appropriate. The administrator's determination shall be presumed to be correct. (Ord. 937 § 2, 1999)

Megan O'Dowd

office (208) 714-0487 x 2

direct (208) 596-9839

fax (888)-966-0036

Physical Address:

703 E. Lakeside Ave.

Coeur d'Alene, Idaho 83814

Mailing Address:

P.O. Box 131



Coeur d'Alene, ID 83816

[megan@lyonsodowd.com](mailto:megan@lyonsodowd.com)

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From:"Jonathon Manley" <jmanley@postfallsidaho.org>  
Sent:Tue, 26 Jan 2021 21:41:43 +0000  
To:"Dan Leary" <dlear512@gmail.com>  
Subject:RE: Northshore Subdivision

Dan:

I understand your concern. We are not required to complete an acceptance letter, although we often do. Staff has been coordinating continuously with the applicant through this process in getting an application that meets City Code application requirements prior to noticing, therefore the need for the acceptance/completeness letter served no purpose for staff or the applicant in this particular case. My interpretation is that the previous noticing process worked, hence why the applicant asked to withdraw; Due to some of the comments in the prior scheduled Public Hearing, they wanted to redesign the PUD Subdivision to remove duplexes and add all single family homes and reduce the density by a little. Additionally, my take is that the state noticing requirements are working as neighbors are being informed of this Land Use Action and have repeatedly commented accordingly. As far as the time factor pertaining to these noticing requirements, this is a state code matter that the City and Applicant are adhering to?

Thanks,

Jon Manley  
Planning Manager  
208.457.3344  
[jmanley@postfallsidaho.org](mailto:jmanley@postfallsidaho.org)

---

**From:** Dan Leary <dlear512@gmail.com>  
**Sent:** Tuesday, January 26, 2021 11:50 AM  
**To:** Jonathon Manley <jmanley@postfallsidaho.org>  
**Subject:** Re: Northshore Subdivision

John,

Appreciate your response.

Personally, I feel that the applicant gets preferential treatment given the short time we're allowed to review 140 plus pages and respond, that letters have to be resubmitted by those opposed and the applicant can wait until the last hour to cancel a Hearing.

The letter you attached from August 2020 states the application was rejected. Please provide me the acceptance letter so I can provide to our attorney for review.

Thanks

On Tue, Jan 26, 2021 at 11:28 AM Jonathon Manley <[jmanley@postfallsidaho.org](mailto:jmanley@postfallsidaho.org)> wrote:

Dan:

-  
This application is scheduled for the Feb 9<sup>th</sup> Planning and Zoning Meeting and preliminarily the March 17<sup>th</sup> City Council meeting. As this project was originally submitted February 28<sup>th</sup> of 2020, the completeness review has been an ongoing since the determination of being incomplete August 20<sup>th</sup>, 2020. The applicant and staff have been coordinating very transparently in getting an application that meets City Code requirement prior to noticing. We are at that point through mutual ongoing communication with the applicant group and their representation, therefore the Public Hearing has been scheduled meeting state requirements for Land Use Hearing Notifications. The 45 day cutoff is a directive for staff to be able to review and prepare the Staff Report to meet the state

notification requirements, which is being met. This is not a new project, as it has been ongoing for about a year. We did though assign the project a new project number to collect public comments within a cleaner holding container in our project management database. Below is the Staff Report for the Public Hearing that is 2 weeks away and can be viewed online at the following link:

- [https://www.postfallsidaho.org/city\\_info/Legals/PHN/NorthshoreDistrictSubdivisionStaffReport.pdf](https://www.postfallsidaho.org/city_info/Legals/PHN/NorthshoreDistrictSubdivisionStaffReport.pdf)

-  
Thanks,

-  
Jon Manley  
Planning Manager  
208.457.3344  
[jmanley@postfallsidaho.org](mailto:jmanley@postfallsidaho.org)

---

**From:** Dan Leary <[dlear512@gmail.com](mailto:dlear512@gmail.com)>  
**Sent:** Monday, January 25, 2021 3:50 PM  
**To:** Jonathon Manley <[jmanley@postfallsidaho.org](mailto:jmanley@postfallsidaho.org)>  
**Subject:** Northshore Subdivision

-  
John Manley,

-  
I'm requesting additional documents and clarity regarding the most recent application by Tedder Properties LLC for the Northshore District & PUD of January 11, 2021.

-  
Part 1 - Process of Completion and Public Hearing Schedule,

-  
Paragraph 1, reads in part, the following: Once the applicant has been issued a completeness letter from the Planning Department verifying the application is complete,...

-  
Please provide me a copy of the completeness letter

-  
Paragraph 3 - reads in part, There is a 45 day cut-off windows for a fully completed application(deemed complete) required, prior to being scheduled for the next available Public Hearing

-  
I'm interpreting this to read that after the January,11,2021 application was submitted and the letter of approval is completed by your department, there is a 45 day waiting period before this application can be scheduled for a Public Hearing.

-  
If this correct, it would mean the above referenced Hearing has been prematurely scheduled, If you're not in agreement, please provide an explanation

-  
Thanks in advance

-  
Dan Leary

From:"Robert Seale" <rseale@postfallsidaho.org>

Sent:Tue, 16 Feb 2021 16:47:35 +0000

To:"Jonathon Manley" <jmanley@postfallsidaho.org>;"Bill Melvin" <bmelvin@postfallsidaho.org>;"Justin Miller" <jmiller@postfallsidaho.org>

Subject:RE: Question: staple businesses

Attachments:Local business contacts for Post Falls 2-16-21.xlsx

This morning, please look over the attached spreadsheet and help add a few more businesses to it. They are looking for ones that are committed to the city are a staple to the area. Don't overthink it too much, more the better. If you can help fill in the blanks for a couple I already have on there, that would be great too.

I need to get this back to them soon.

---

**From:** Robert Seale

**Sent:** Friday, February 12, 2021 10:24 AM

**To:** Jonathon Manley <jmanley@postfallsidaho.org>; Bill Melvin <bmelvin@postfallsidaho.org>; Justin Miller <jmiller@postfallsidaho.org>

**Subject:** Question: staple businesses

There is a company that is going to do a promotional video for the City. They are looking for recommendations of businesses to contact that are staples to our community. Mostly looking for locally owned and operated businesses. I have attached the form which includes business sector ideas. Can you please take a look and send me your recommendations for the list.

It does ask for Name, phone and relationship information if we have it.

Please send me your thoughts and recommendations on this today or by early Tuesday.

Thanks!

**Robert Seale**

Community Development Director

208-457-3372









From:"Amber Blanchette" <amberb@postfallsidaho.org>  
Sent:Thu, 18 Mar 2021 17:23:45 +0000  
To:"Jonathon Manley" <jmanley@postfallsidaho.org>  
Subject:FW: NorthShore

Here it is, was put in the old file.

---

**From:** Jonathon Manley <jmanley@postfallsidaho.org>  
**Sent:** Friday, May 22, 2020 8:46 AM  
**To:** Scott McArthur <smcarthur@h2survey.com>  
**Cc:** Robert Seale <rseale@postfallsidaho.org>; Warren Wilson <wwilson@postfallsidaho.org>; John Cafferty <jcafferty@postfallsidaho.org>; Amber Blanchette <amberb@postfallsidaho.org>  
**Subject:** NorthShore

Scott:

The application that was submitted for Subdivision and PUD is considered incomplete and the Public Hearing is being canceled and will not be rescheduled until this application can be thoroughly vetted and deemed complete. Recently, the City received a 26-page document from Lyons O'Dowd that attempted to highlight some deficiencies in your application. Staff has reviewed some of it and acknowledged that there may be some deficiencies in the application being that it is considered to being incomplete. The following is not a complete list as this was received just recently, but the following is a list of what has be found thus far:

1. The legal metes and bounds are incorrect.
2. Lot sizes and dimensions (just received today), but not in time for consideration to being complete.
3. Landscape Plan that meets the definition of open space that excludes swales and parking areas showing the calculation in meeting the Open Space Requirements and trail cross-sections.
4. Block Development Plan per 18.20.080, Subsection D3f
5. An existing Features Map detailing the site features including major wooded areas, significant natural, scenic and/or historical features, structures, rights-of-way, streets, easements, utility lines and land uses.
6. All elements required for an Erosion Control Plan per PFMC 18.24.060, Subsection B; including the (NOI).

Staff desires to put you on notice now rather than waiting the duration to fully vet the 26 page document. Staff looks forward to fully vetting out the discrepancies with you collaboratively and attaining a complete application that meets City Code.

Thanks,

Jon Manley  
Planning Manager  
City of Post Falls  
208-457-3344  
[jmanley@postfallsidaho.org](mailto:jmanley@postfallsidaho.org)



June 17, 2020

The Honorable Mayor, Members of the City Council and the Citizens of Post Falls, Idaho:

The Comprehensive Annual Financial Report of the City of Post Falls for the year ended September 30, 2019, is hereby submitted as mandated by both local ordinances and state statutes. The City is required to issue an annual report on its financial position and activity. This report must be audited by an independent firm of certified public accountants. Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with management. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner that presents fairly the financial position and results of operations of the various funds and component units of the City of Post Falls. All disclosures necessary to enable the reader to gain an understanding of the City of Post Falls' activities have been included.

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reports to the City of Post Falls for its comprehensive annual financial report for the fiscal year ended September 30, 2017. This was the twentieth consecutive year that the government has achieved this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

Generally Accepted Accounting Principles require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Post Falls' MD&A can be found immediately following the report of the independent auditors.

### **Governmental Structure**

The financial reporting entity, an Idaho municipality, includes all the funds of the City of Post Falls, as well as all its component units. Component units are legally separate entities for which the primary government is financially accountable. The government provides a full range of services including water, reclaimed water and sanitation utilities, police, animal control, parks and recreation programs, planning and zoning, cemetery services, urban forestry services, streets, building and engineering functions.

The accompanying financial statements include all aspects controlled by the City Council of the City of Post Falls. Criteria for inclusion is determined by Governmental Accounting Standards Board Statement No. 14 (GASB No. 14) which states, in general, that the legally separate organizations for which the elected officials of the City are financially accountable for must be included in the City's financial statement as a component unit.

Under Idaho Code, in May 1991, the Post Falls City Council passed an ordinance that created the Post Falls Urban Renewal Agency (the Agency), a legally separate entity from the City. The Agency was established to promote urban development and improvement in blighted areas in and around the City. A board of seven directors, appointed by the City Council, governs the Agency. This power of the City meets the criteria set forth in GASB No. 14 for having financial accountability for the Agency. Based on the above, the Agency has been discretely presented in the accompanying financial statements of the City as a component unit.

Under Idaho Code, the Agency has the authority to issue bonds. Any bonds issued by the Agency are payable solely from the proceeds of tax increment financing and are not a debt of the City. The City Council is not responsible for approving the Agency budget or funding any annual deficits. The Agency controls its disbursements independent of the City Council.

### **Economic Conditions and Outlook**

The City of Post Falls has grown from 7,350 residents in 1990 to approximately 39,000 by the end of 2019. The continued influx of new residents has resulted in a strong construction industry. Post Falls grew at a more modest annual growth rate of approximately 2.4% between 2010 through 2015, compared to the 4.8% annual growth rate experienced between 2000 and 2010. 2015 brought signs of change as Post Falls grew at a higher 3.76% growth rate. In 2016, new dwelling units increased 673 units which equated to a growth rate of 5.56%. Of the 673 units, 342 of them were single family residential homes. This energy remained strong in 2017 as there was an additional 355 single family homes and 238 multifamily units permitted resulting in a net gain of 593 multi-family units; a growth rate of approximately 4.47%. In 2018, new dwelling units increased 828 units which equated to a growth rate of approximately 5.80%. Of the 828 units, 540 of them were single family residential homes. A surprise in 2018 was the multi-family sector slowed to a lower than expected rate of permit issuance, but it turned around in 2019 with the multi-family sector adding an additional 616 multi-family units being permitted. 2019 also brought in a strong single-family development market with 523 permitted single-family homes added to Post Falls. Due to the number of inquiries and developments of multi-family near commercial corridors within Post Falls, it is a matter of time when additional commercial properties will begin being developed. It is very common for commercial corridors to be supported by high density residential housing nearby. The commercial area along Seltice Way between Spokane Street and Highway 41 is the only area within Post Falls that has some degree of multi-family near a commercial corridor and may be why this area has realized more commercial development than other areas with similar levels of traffic flow. Therefore, with additional multi-family that may be developed nearby and along currently undeveloped commercial corridors, Post Falls may see additional land that has been sitting vacant for some time be commercially developed in 2020 and 2021. This started to be realized in 2018 with the development of Panda Express opening at the Pointe of Post Falls. In 2019, Maverik opened a new business located at the Pointe of Post Falls. Sherwin Williams, an additional Maverik Store, and Hardwick and Sons (a relocating Seattle based hardware company) have pulled permits to construct new operations near the intersection of HWY 41 and Mullan Ave. If continued residential growth occurs as it appears early in 2020, Post Falls may grow to over 41,000 by the end of the year, preliminary adding an additional 2,000 residents.

Post Falls, Idaho is an inviting place to live, work and play. Its proximity to numerous lakes, rivers and mountains offers a quality of life that is highly desirable. Just minutes to the east is Coeur d'Alene, ID, with a reputation as a world travel destination due to the five-star Coeur d'Alene Resort and golf course with a floating green. To the west is the largest city in the region, Spokane, WA with a population of approximately 250,000. Post Falls' unique location between these two diverse cities offers Post Falls' residents varied opportunities in their lifestyle, recreation and business opportunities. The I-90 corridor, connecting Spokane and Post Falls/Coeur d'Alene, continues to be a hub of business growth. This is reflected in an increasing number of retails, health care, and manufacturing businesses locating in the City.

Historically, Kootenai County's economy was timber-based. The economy has become more diverse with an increase in manufacturing, health care, retail, and tourism. Jobs Plus, Inc., this area's economic development organization, has recruited small to medium sized firms to the county. With the assistance of Jobs Plus, Inc. and the Post Falls Urban Renewal Agency to help build infrastructure, Post Falls can assist in relocating or establishing new businesses within the community. Post Falls also offers an extremely expedited permitting process to assist business development.

The Urban Renewal Agency has also played a key role in developing and creating jobs throughout the community. The Urban Renewal Agency and Community Development Block Grant funds helped pay for the necessary infrastructure in the West Post Falls Urban Renewal District, including the water reservoir, which helped attract Sysco, Cabela's and a second Wal-Mart to Post Falls and will assist with developing

The Pointe at the Post Falls retail area. The joint efforts by Jobs Plus, Inc., Post Falls Urban Renewal Agency, Panhandle Area Council and the City have brought a number of other businesses to Post Falls,

including Center Partners, Buck Knives, two Wal-Mart stores, ALK-Abello Source Materials, Ground Force Manufacturing and UnderGround Force, Ednetics, C&S Glass, Love's Travel Center, Carl's Jr., Burger King, Subway, and the State of Idaho Department of Labor. In addition, the infrastructure was completed within the City Center on the first phase of the Post Falls Landing project which has been designed to accommodate a mix of uses including commercial, office and residential when developed. A Community Development Block Grant for \$500,000 helped fund public infrastructure to support the new business venture of Ground Force Worldwide, known as UnderGround Force Manufacturing, which is located along East Seltice Way. In exchange for the funding, the company created more than 50 manufacturing jobs in Post Falls.

The following cites the major business development that has occurred from year to year.

In 2013, Hayden Beverage relocated to Post Falls from Coeur d'Alene. Romney Motion, an aerospace company, relocated to Post Falls from Liberty Lake, WA. Blue Dog RV expanded their business further in 2015. H&E Equipment, Cem Lifts, and Phones Plus opened in 2013. Post Falls' emerging medical community continued to grow with the opening of the Rehabilitation Hospital of the Northwest, Premier Urgent Care, Pleasant View Surgery Center, and Spine Center Surgical. Aided by generous community support, the Boys and Girls Club of Kootenai County also opened their 10,000 square foot facility.

In 2014, along Mullan Avenue, between Idaho Street and west of HWY 41, two used car lots (Midway Automotive and The Car Lot) were added. Emergency Pet Care applied for an expansion of their operation to facilitate both a new incinerator (processing deceased animals) and an area for a new private classroom (provides for an additional use at the facility). West Post Falls finally experienced an investment in the old vacant Burger King (5+ years of being vacant) as a tenant improvement for the establishment of a Trucking Insurance Company. Another vacant building that had additional investments into it and experienced a makeover is the old retail fireplace building within the Riverbend Commerce Park and now is home to Quest Integration. Realizing re-investment into vacant building is a good sign for Post Falls. Also, in 2014, ATC Manufacturing decided to relocate to Post Falls. ATC Manufacturing is an aerospace company providing additional manufacturing jobs in Post Falls and assisting in creating diverse economic job base for the sustainability of Post Falls.

In 2015, the Post Falls School District completed a major addition to the River City Middle School and began construction of an elementary school in the Fieldstone Subdivision. The Post Falls Brewery was one of the first developments to begin construction in the City Center Planning area for some time. A long-time vacant nuisance lot, next to the 7-Eleven located at the NE corner of Idaho/Seltice Way, was developed as the Farm Bureau Office Building. Zips Drive Inn began construction of a second Zips on E. Seltice Way near O' Reilly Auto Parts. Solar Eclipse, a professional tinting business, expanded their operation with the construction of a second building on Mullan Ave near their existing facility. Post Falls also saw a distillery open at the south end of Boulder Court on Seltice Way. **The most exciting development was the purchase of the vacant outlet mall by Tedder Industries for their manufacturing facility.**

**In 2016, a significant number of rooftops were added to the City of Post Falls. There were 342 single family housing unit (HU) permits issued and an additional 331 multi-family housing HU created. 2016 marked the beginning of a residential construction boom, but also some major developments occurred in the commercial and industrial development sectors. Most notable was the purchase of the former Kimball Office Manufacturing facility by Orgill, Inc. Orgill is a Hardware Distributor servicing the Pacific Northwest and 3 western provinces in Canada. The Kootenai Health Medical Facility and the ALK ALBOA manufacturing facility completed major expansions. Tedder Industries completed and continues to work on tenant improvements to the old outlet mall to facilitate Tedder Industries and other commercial developments. The Post Falls Brewery and Roger's Ice Cream and Burgers are the first developments to open within the City Center Planning. Commercial infill development occurred along Mullan Avenue west of HWY 41 and along HWY 41. Goodwill Industries is completing a new 24 thousand sq. ft. facility.**

In 2017, a significant number of rooftops once again were added to the City of Post Falls. 2017 was very similar 2016. There were 355 single family housing unit (HU) permits issued and an additional 238 multi-

**SUMMARY OF PLAT REVIEW FOR APPROVED  
SUBDIVISION DENSITY**

## Summary of Approved Subdivisions in the City of Post Falls for the Last 2 Years

### Arrowleaf:

(calculated) approx. 8.75 acres      26 lots      2.97 du/ac  
Still set aside approx. 12% open space.

### Berkshire:

(calculated) approx. 4.0 acres      7 lots      1.75 du/ac

### Expo at Post Falls 8<sup>th</sup>:

Stated 9.616 acres      appears commercial      4 lots

### Foxtail 5<sup>th</sup>:

Stated 16.916 acres      77 lots      4.55 du/ac

### Gabrio:

Stated 4.44 acres      19 lots      4.27 du/ac

### Green Meadows:

Stated 26.35 acres      62 lots      2.35 du/ac

### Green Meadows 1<sup>st</sup>

Stated 37.55 acres but included Parcel "A" (18.43 acres) which did not have lots  
So I subtracted it from the 37.55      19.12 acres      68 lots      3.55 du/ac

### High Oaks:

Industrial

### Montrose 12:

File would not open.

### Montrose 13:

Stated 4.36 acres      19 lots      4.35 du/ac

### Peregrine Place 1st:

(calculated) approx. 4.35 acres      17 lots      3.9 du/ac





**CITY OF POST FALLS**  
**AGENDA REPORT**  
Ordinance & Resolutions  
**MEETING DATE: 1/4/2022**

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**DATE:** 12/29/2021 8:42 AM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Pointe Partners Easment Vacation Ordinance File No. VACA-0003-2021

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**ITEM AND RECOMMENDED ACTION:**

With the approval of the Ordinance Agenda, City Council authorizes the Mayor's signature of the Ordinance for the Pointe Partners Easement Vacation.

**DISCUSSION:**

The applicant(s) (Pointe Partners, LLC) has requested to vacate a utility easement associated with Lots 2 & 3 Block 3 of the Pointe at Post Falls 3rd Addition subdivision.

On December 7, 2021, a public hearing was held before the City Council. After receiving testimony and hearing the staff report, the City Council approved the requested easement vacation.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Yes

**APPROVED OR DIRECTION GIVEN:**

Approved

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

**ORDINANCE NO. \_\_\_\_\_**

**EASEMENT VACATION  
POINTE PARTNERS EASEMENT VACATION (File No. VACA-0003-2021)**

**AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF AN EASEMENT LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, ALL IN TOWNSHIP 50 NORTH, RANGE 6 WEST, B.M., IN THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO; AS DESCRIBED HEREIN; PROVIDING FOR DISPOSITION OF THE VACATED EASEMENT; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.**

**WHEREAS**, the owners of the real property south of W. Pointe Parkway between N. Bough Way and N. Beck Rd. have petitioned the City to vacate the easement within their property as described herein; and

**WHEREAS**, on the 7<sup>th</sup> day of December 2021 the City Council conducted a public hearing to receive public comment on the proposed vacation of the subject easement;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF POST FALLS AS FOLLOWS:**

**SECTION 1:** That the Easement as shown on the attached Exhibit “A”,

**10’ WIDE UTILITY EASEMENT:** A utility easement over, under and across a ten foot (10’) wide strip of land located in a portion of the Southeast Quarter of Section 1 and a portion of the Northeast Quarter of Section 12, all in Township 50 North, Range 6 West, B.M., in the City of Post Falls, Kootenai County, Idaho. The southerly line of said ten-foot easement being more particularly described as follows:

**COMMENCING** at the Southeast corner of said Section 1, monumented by a 1 ½” aluminum cap, per CP&F #2513491000. Thence along the east line of said section N 0°50’24” E, a distance of 147.07 feet, thence leaving said section line, N 89°59’58” W along the southerly right of way of W Pointe Parkway, a distance of 353.15 feet, to the **POINT OF BEGINNING:**

Thence leaving said right of way, to the beginning of a curve concave to the south and having a radius of 1040.00 feet; thence westerly along said curve through a central angle of 9°17’46” an arc distance of 168.74 feet, (Chord Bearing S 61°02’24” W, Chord Distance 168.55 feet);

Thence beginning a reverse curve concave to the to the northwest, having a radius of 6960.00 feet; thence westerly along said curve through a central angle of 3°03'55" an arc distance of 372.35 feet, (Chord Bearing S 57°55'29" W, Chord Distance 372.31 feet) to a point hereinafter to be referred to as POINT "A"; Thence continuing westerly along said curve through a central angle of 0°04'40" an arc distance of 9.45 feet, (Chord Bearing S 59°29'46" W, Chord Distance 9.45 feet); Thence beginning a compound curve concave to the north and having a radius of 30.00 feet; thence westerly and northerly along said curve through a central angle of 88°53'17" an arc distance of 46.54 feet, (Chord Bearing N 76°01'16"W, Chord Distance 42.01 feet); Thence beginning a compound curve to the east, having a radius of 2960.00 feet, thence northerly along said curve through a central angle of 06°02'26" an arc distance of 312.07 feet, (Chord Bearing N 28°33'24"W, Chord Distance 311.92 feet) to the terminus point of this line description. Said terminus point bears N 89°59'58" W a distance of 660.97 feet from the aforementioned **POINT OF BEGINNING**.

The above described easement contains 0.203 acres (8,881 ft<sup>2</sup>) more or less.

**15' WIDE DRAINAGE EASEMENT:** A drainage easement, over, under and across a 15 foot wide strip of land located in a portion of the Northeast Quarter of Section 12, Township 50 North, Range 6 West, B.M., City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

Beginning at a POINT "A", as described in the attached Utility Easement, said point being the **POINT OF BEGINNING**:

Thence N 30°30'05" W a distance of 15.00 feet;  
Thence S 59°29'55" W a distance of 5.00 feet;  
Thence beginning a curve concave to the north, having a radius of 19.50 feet, thence westerly and northerly along said curve through a central angle of 89°00'40" an arc distance of 30.29 feet, (Chord Bearing N 75°59'45" W, Chord Distance 27.34 feet);  
Thence beginning a compound curve concave to the east and having a radius of 2945.00 feet, thence northerly along said curve through a central angle of 00°17'31" an arc distance of 15.01 feet (Chord Bearing N 31°20'40" W, Chord Distance 15.01 feet);  
Thence S 58°30'35" W a distance of 15.00 feet,  
Thence beginning a non-tangential curve, concave to the east, having a radius of 2960.00 feet, thence southerly along said curve through a central angle of 00°22'37" an arc distance of 19.47 feet, (Chord Bearing S 31°21'37" E, Chord Distance 19.47 feet);  
Thence beginning a compound curve to the north, having a radius of 30.00 feet; thence southerly and easterly along said curve through a central angle of

88°53'17" an arc distance of 46.54 feet, (Chord Bearing S 76°01'16" E, Chord Distance 42.01 feet);

Thence beginning a compound curve concave to the northwest, having a radius of 6960.00 feet, thence easterly along said curve through a central angle of 00°04'40" an arc distance of 9.45 feet, (Chord Bearing N 59°29'46" E, Chord Distance 9.45 feet); to the **POINT OF BEGINNING**.

The above described easement contains 0.023 acres (989 ft<sup>2</sup>) more or less.

The above descriptions are based on the Grant of Easement recorded at Instrument No. 1914404.

City of Post Falls, Kootenai County, Idaho is hereby vacated.

SUBJECT TO:

Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view; and

**SECTION 2:** That the above-described easement be vacated to the adjacent property owner.

**SECTION 3:** All provisions of the current Municipal Code of the City of Post Falls or ordinances of the City of Post Falls which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 4:** This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

**SECTION 5:** This ordinance shall be in full force and effect upon its passage and publication according to law in the official newspaper of general distribution in the City. Enacted by the city council as an ordinance of the City of Post Falls on this \_\_\_\_ day of \_\_\_\_\_, 2022.

Approved by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF POST FALLS

By: \_\_\_\_\_  
Ronald G. Jacobson, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Howard, City Clerk

**AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF AN EASEMENT LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, ALL IN TOWNSHIP 50 NORTH, RANGE 6 WEST, B.M., IN THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO; AS DESCRIBED HEREIN; PROVIDING FOR DISPOSITION OF THE VACATED EASEMENT; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.**

**10' WIDE UTILITY EASEMENT:** A utility easement over, under and across a ten foot (10') wide strip of land located in a portion of the Southeast Quarter of Section 1 and a portion of the Northeast Quarter of Section 12, all in Township 50 North, Range 6 West, B.M., in the City of Post Falls, Kootenai County, Idaho. The southerly line of said ten-foot easement being more particularly described as follows:

**COMMENCING** at the Southeast corner of said Section 1, monumented by a 1 ½" aluminum cap, per CP&F #2513491000. Thence along the east line of said section N 0°50'24" E, a distance of 147.07 feet, thence leaving said section line, N 89°59'58" W along the southerly right of way of W Pointe Parkway, a distance of 353.15 feet, to the **POINT OF BEGINNING:**

Thence leaving said right of way, to the beginning of a curve concave to the south and having a radius of 1040.00 feet; thence westerly along said curve through a central angle of 9°17'46" an arc distance of 168.74 feet, (Chord Bearing S 61°02'24" W, Chord Distance 168.55 feet);

Thence beginning a reverse curve concave to the to the northwest, having a radius of 6960.00 feet; thence westerly along said curve through a central angle of 3°03'55" an arc distance of 372.35 feet, (Chord Bearing S 57°55'29" W, Chord Distance 372.31 feet) to a point hereinafter to be referred to as POINT "A";

Thence continuing westerly along said curve through a central angle of 0°04'40" an arc distance of 9.45 feet, (Chord Bearing S 59°29'46" W, Chord Distance 9.45 feet);

Thence beginning a compound curve concave to the north and having a radius of 30.00 feet; thence westerly and northerly along said curve through a central angle of 88°53'17" an arc distance of 46.54 feet, (Chord Bearing N 76°01'16"W, Chord Distance 42.01 feet);

Thence beginning a compound curve to the east, having a radius of 2960.00 feet, thence northerly along said curve through a central angle of 06°02'26" an arc distance of 312.07 feet, (Chord Bearing N 28°33'24"W, Chord Distance 311.92 feet) to the terminus point of this line description. Said terminus point bears N 89°59'58" W a distance of 660.97 feet from the aforementioned **POINT OF BEGINNING.**



The above described easement contains 0.203 acres (8,881 ft<sup>2</sup>) more or less.

**15' WIDE DRAINAGE EASEMENT:** A drainage easement, over, under and across a 15 foot wide strip of land located in a portion of the Northeast Quarter of Section 12, Township 50 North, Range 6 West, B.M., City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

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Thence S 59°29'55" W a distance of 5.00 feet;

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Thence S 58°30'35" W a distance of 15.00 feet,

Thence beginning a non-tangential curve, concave to the east, having a radius of 2960.00 feet, thence southerly along said curve through a central angle of 00°22'37" an arc distance of 19.47 feet, (Chord Bearing S 31°21'37" E, Chord Distance 19.47 feet);

Thence beginning a compound curve to the north, having a radius of 30.00 feet; thence southerly and easterly along said curve through a central angle of 88°53'17" an arc distance of 46.54 feet, (Chord Bearing S 76°01'16" E, Chord Distance 42.01 feet);

Thence beginning a compound curve concave to the northwest, having a radius of 6960.00 feet, thence easterly along said curve through a central angle of 00°04'40" an arc distance of 9.45 feet, (Chord Bearing N 59°29'46" E, Chord Distance 9.45 feet); to the **POINT OF BEGINNING**.

The above-described easement contains 0.023 acres (989 ft<sup>2</sup>) more or less.

The above descriptions are based on the Grant of Easement recorded at Instrument No. 1914404.

The forgoing is a summary of Ordinance No. [Category]. This Ordinance was passed on the \_\_\_\_ day of December, 2021. The full ordinance is on file with the City Clerk and will be promptly provided to any citizens on personal request. Dated this \_\_\_\_ day of December, 2021.

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Shannon Howard, City Clerk

**STATEMENT OF LEGAL ADVISOR**

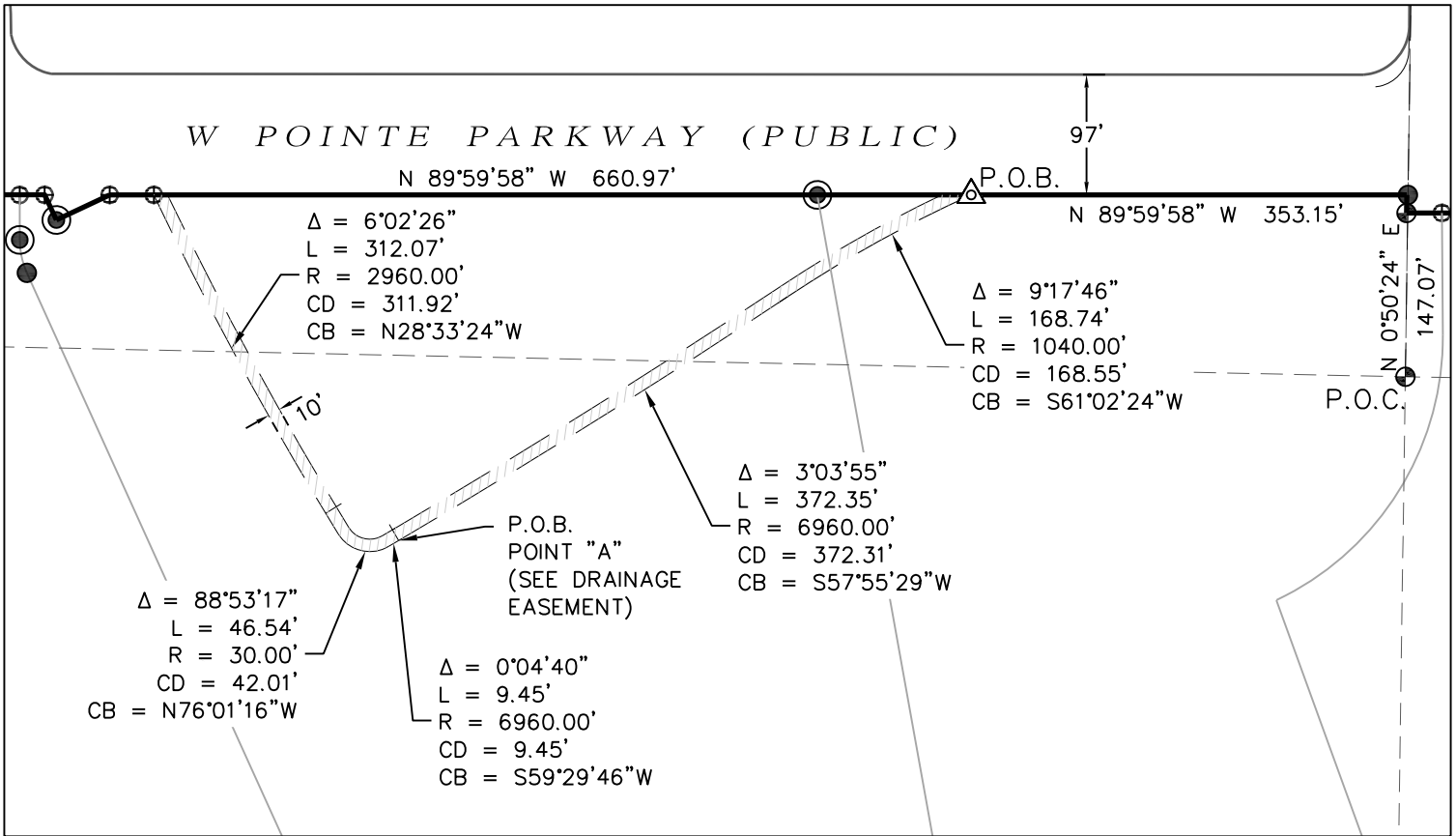
I, Warren J. Wilson, the legal advisor for the City of Post Falls, hereby certify that I have examined the attached summary and find the foregoing is a true and complete summary of Ordinance No. [Category] and provides adequate notice of the contents of this Ordinance to the public.

Dated this \_\_\_\_ day of December, 20212.

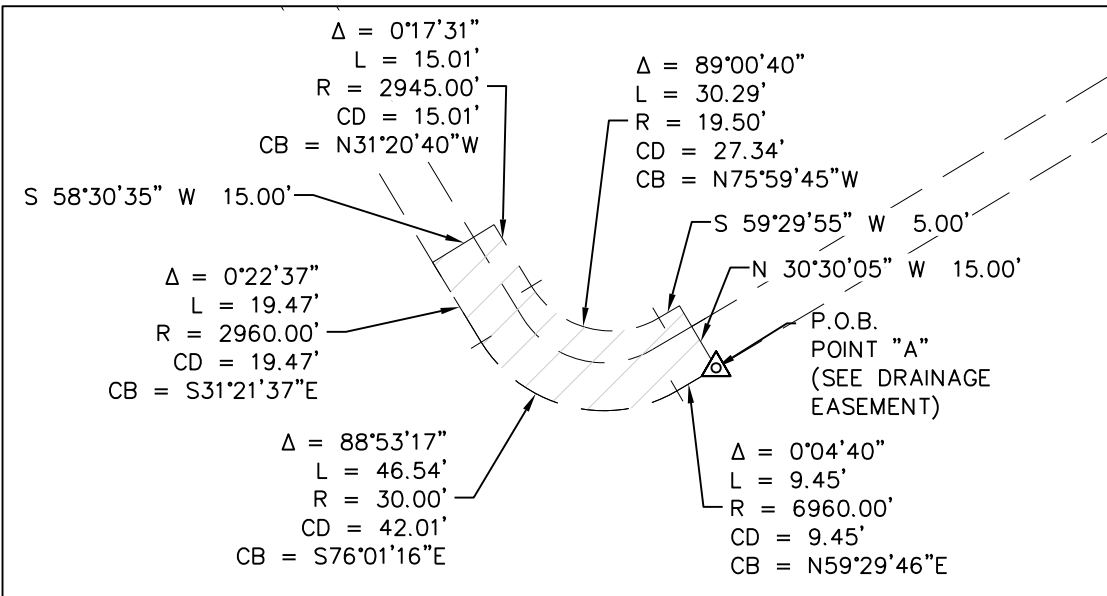
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Warren J. Wilson, City Attorney

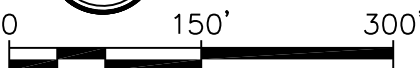
**10' UTILITY EASEMENT**  
(SCALE: 1" = 150')



**DRAINAGE EASEMENT**  
(SCALE: 1" = 40')



- |  |                              |  |                                 |
|--|------------------------------|--|---------------------------------|
|  | SUBJECT PROPERTY BOUNDARY    |  | FOUND 5/8" REBAR W/ PLASTIC CAP |
|  | PREVIOUSLY PLATTED LOT LINES |  | FOUND 5/8" REBAR W/ NO CAP      |
|  | SECTION LINE                 |  | FOUND MAG NAIL                  |
|  | RECORDED UTILITY EASEMENT    |  | FOUND ALUMINUM CAP              |
|  |                              |  | CALCULATED POINT                |



**EXHIBIT "B"**  
**UTILITY AND DRAINAGE EASEMENT VACATION**  
**POINTE AT POST FALLS**



3882 N. Schreiber Way, Suite 104  
Coeur d'Alene, ID 83815  
(208) 635-5825

Path: Z:\DOCUMENTS\PROJECTS\2021\021016 POINTE AT POST FALLS\SURVEY\09 DWG\EASEMENT-VACATION\021016 POINTE AT POST FALLS EASEMENT.DWG

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Ordinances and Resolutions  
**MEETING DATE: 1/4/2022**

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**DATE:** 12/28/2021 6:00 PM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Boyd Annexation Ordinance ANNX-0005-2021

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Ordinance Agenda, City Council authorizes the Mayor's signature of the Ordinance for the Boyd Annexation.

**DISCUSSION:**

The applicant (Don G. Boyd) has requested to annex approximately 12 acres into the City of Post Falls with the Single-Family Residential (R-1) zoning designation. The property is generally located north of Bogie Dr. between Greensferry Rd. and Cecil Rd. It is adjacent to Jacob's Run Subdivision on the east side.

On May 26, 2021 a public hearing was held before the Planning & Zoning Commission. After receiving testimony and hearing the staff report, the Commission moved to recommend approval of the requested zoning designation. The City Council held a public hearing and approved the requested annexation with the Single-Family Residential (R-1) on July 20, 2021.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Yes

**APPROVED OR DIRECTION GIVEN:**

Approve

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

**ORDINANCE NO. \_\_\_\_\_**

**ANNEXATION & ZONE CLASSIFICATION OF PROPERTY**

**All of Tract 42 and a portion of Tract 41, Block 25, of the POST FALLS IRRIGATED TRACTS, filed in Book C of PLATS at Page 78, records of Kootenai County, being in the Southwest Quarter of Section 25, T51N, R5W, B.M., Kootenai County, Idaho  
12 acres generally located north side of Bogie Dr. between Greensferry Rd. and Cecil Rd. it is adjacent to Jacob's Run Subdivision on the east side.  
(File No. ANN-0005-2021)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 12 ACRES CONSISTING OF ALL OF TRACT 42 AND A PORTION OF TRACT 41, BLOCK 25, OF THE POST FALLS IRRIGATED TRACTS, FILED IN BOOK C OF PLATS AT PAGE 78, RECORDS OF KOOTENAI COUNTY, BEING IN THE SOUTHWEST QUARTER OF SECTION 25, T51N, R5W, BOISE MERIDIAN, KOOTENAI COUNTY AND ZONING THE ANNEXED PROPERTY SINGLE-FAMILY RESIDENTIAL (R-1); PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on May 26, 2021 and the City Council July 20, 2021, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the land in question adjoins the city limits and that Single-Family Residential (R-1) zoning is suitable and compatible with surrounding land uses and provisions of the Post Falls Comprehensive Plan and that said land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

**SECTION 1:** That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

**SECTION 2:** That the lands described in Exhibit A to this Ordinance are hereby zoned Single-Family Residential (R-1). Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

**SECTION 3:** That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF POST FALLS

BY: \_\_\_\_\_  
Ronald G. Jacobson, MAYOR

ATTEST

BY: \_\_\_\_\_  
Shannon Howard, CITY CLERK



**SUMMARY OF POST FALLS ORDINANCE NO. \_\_\_\_\_**

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. \_\_\_\_\_, annexing approximately 12 acres and zoning the property Single-Family Residential (R-1). The property is generally located north of Bogie Dr. between Greensferry Rd. and Cecil Rd. adjacent to Jacob's Run Subdivision on the east side, and is legally described as:

All of Tract 42 and a portion of Tract 41, Block 25, of the POST FALLS IRRIGATED TRACTS, filed in Book C of PLATS at Page 78, records of Kootenai County, in the Southwest Quarter of Section 25, T51N, R5W, B.M., City of Post Falls, Kootenai County, Idaho, described as follows:

**Beginning** at the southeast corner of said Tract 42;

Thence, coincident with the southerly line of said Tract's 42 and 41, N 88°34'08" W, 826.06 feet;

Thence, N 0°42'37" E, 20.00 feet to the southeast corner of JACOB'S RUN subdivision as shown on that map filed in Book L of Plats at Page 359, said records;

Thence, coincident with the East line of said JACOB'S RUN, N 0°42'37" E, 448.09 feet to the northeast corner of said JACOB'S RUN;

Thence, leaving said East line, N 44°21'16" E, 237.65 feet to the northwest corner of said Tract 42;

Thence, coincident with the North line of said Tract 42, S 88°32'50" E, 661.96 feet to the northeast corner of said Tract 42;

Thence, coincident with the easterly line of said Tract 42, S 0°42'15" W, 641.88 feet to the **Point of Beginning**.

providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. \_\_\_\_\_ is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

\_\_\_\_\_  
Shannon Howard, City Clerk

Publish once in the City's official newspaper.

## STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. \_\_\_\_\_, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this        day of        , 2021.

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Warren J. Wilson, City Attorney

# EXHIBIT A

## Legal Description

### Annexation of the Tract 42 and a portion of Tract 41

All of Tract 42 and a portion of Tract 41, Block 25, of the POST FALLS IRRIGATED TRACTS, filed in Book C of PLATS at Page 78, records of Kootenai County, in the Southwest Quarter of Section 25, T51N, R5W, B.M., City of Post Falls, Kootenai County, Idaho, described as follows:

**Beginning** at the southeast corner of said Tract 42;

Thence, coincident with the southerly line of said Tract's 42 and 41, N 88°34'08" W, 826.06 feet;

Thence, N 0°42'37" E, 20.00 feet to the southeast corner of JACOB'S RUN subdivision as shown on that map filed in Book L of Plats at Page 359, said records;

Thence, coincident with the East line of said JACOB'S RUN, N 0°42'37" E, 448.09 feet to the northeast corner of said JACOB'S RUN;

Thence, leaving said East line, N 44°21'16" E, 237.65 feet to the northwest corner of said Tract 42;

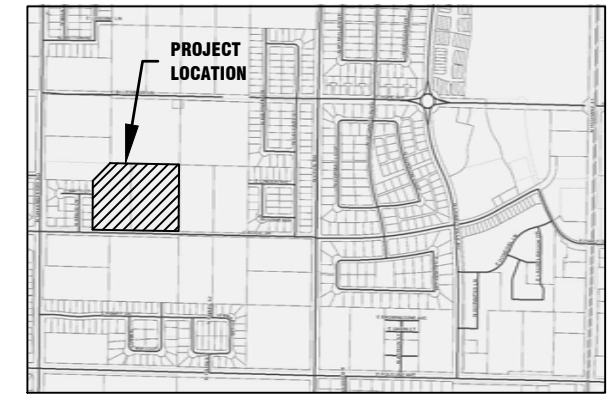
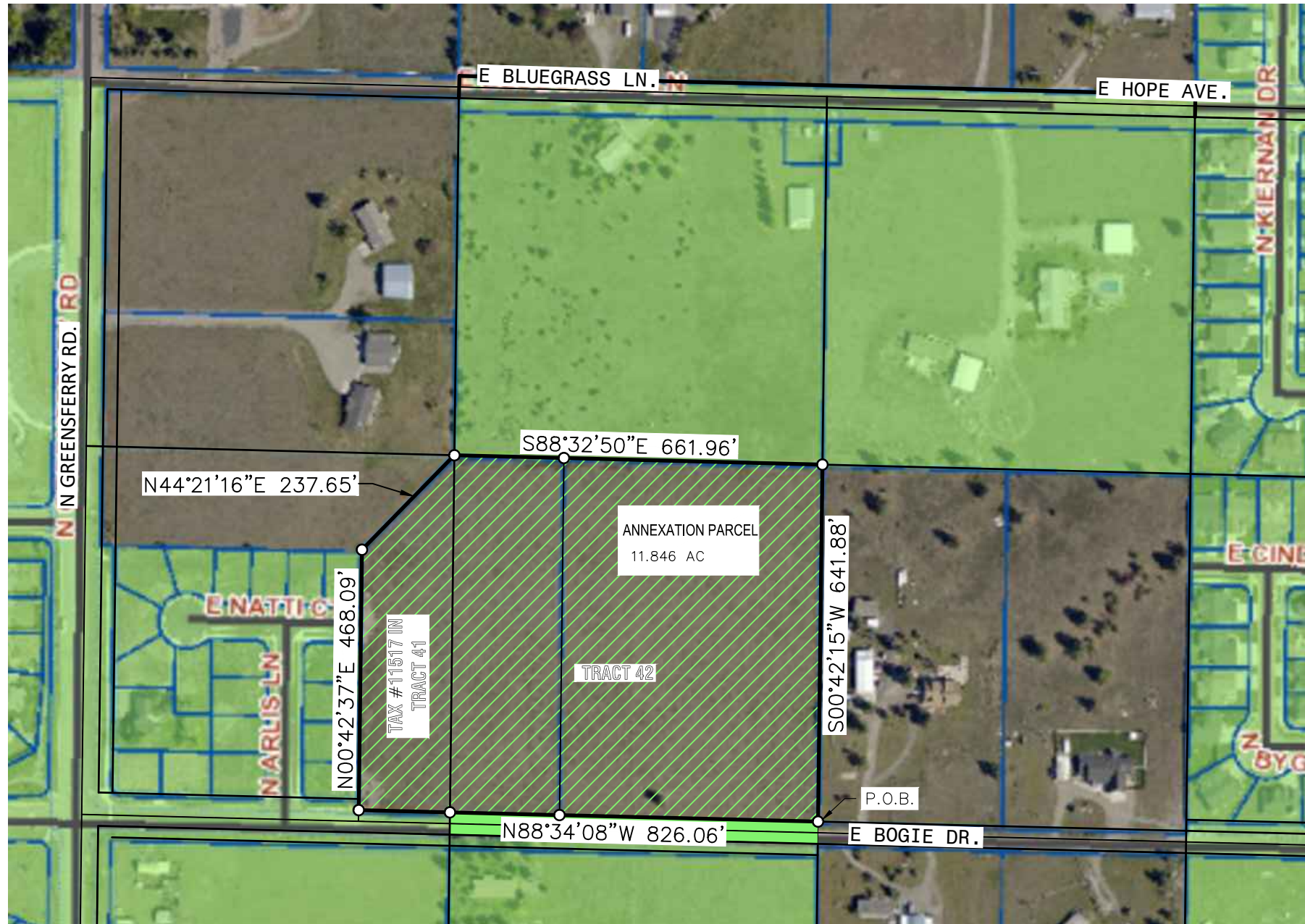
Thence, coincident with the North line of said Tract 42, S 88°32'50" E, 661.96 feet to the northeast corner of said Tract 42;

Thence, coincident with the easterly line of said Tract 42, S 0°42'15" W, 641.88 feet to the **Point of Beginning**.

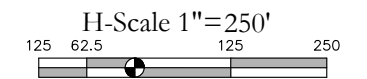
Containing: 11.846 Acres / 516,015 SQFT, more or less.

**EXHIBIT  
TAX # 11517 IN TRACT 41 & TRACT 42 ANNEXATION**

PART OF TRACT 41 & TRACT 42 OF THE POST FALLS IRR. TRACTS, BOOK 'C' OF PLATS AT PAGE 78,  
IN THE W 1/2, S25, T51N, R5W, B.M., KOOTENAI COUNTY, IDHAHO



**VICINITY MAP**  
N.T.S.



EXISTING CITY LIMITS

Z:\2021\21029\_BOYD\DWG\SURVEY\ANNEX\21-029\_ANNEX.DWG



Advanced Consulting and Engineering Solutions  
609 N. Calgary Court, Suite 7, Post Falls, Idaho 83854  
PHONE:(208)773-8370--www.acesolutions.pro--FAX:(208)777-2128

ISSUE DATE: 11/13/13	DRAWN BY: JM
PROJ. # 21-029	SCALE: 1"=250'
DWG FILE: 21-029_ANNEX	PLT DATE: 3/5/21

SHEET TITLE:  
**EXHIBIT B  
BOYD'S LANDING  
ANNEXATION**