



**CITY COUNCIL
MEETING AGENDA**

**August 16, 2022
6:00 PM**

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

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, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

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 – August 2, 2022 City Council Meeting
- b. Minutes – August 9, 2022, City Council Special Meeting
- c. Payables – July 26, 2022 – August 8, 2022
- d. Cash and Investments for June 2022
- e. Douglass Properties Annexation City Council Legislative Decision
- f. The Pointe Zone Change Reasoned Decision
- g. Stone’s Throw Subdivision Construction Improvement Agreement
- h. Frontage Improvement Waiver Request for 216 W. 14th Ave.
- i. Utility Billing July 2022 Refunds

- j. Jacklin-Prairie Annexation Development Agreement and Dedications of Right-of-Way and Easement.
- k. The Pointe Zone Change Development Agreement
- l. Jacklin-Prairie Annexation Reasoned Decision

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. Proposed Budget for Fiscal Year 2023
- b. Update to Fee Resolution Fiscal Year 2023
- c. Ashlar Ranch Annexation File No. ANNEX-4-2022
- d. Bel Cielo III Annexation File No. ANNEX-22-6
- e. Zoning Approval Criteria File No. TA-22-5

3. 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. Utilities Impact Fee Methodology Memorandum
- b. Ordinance – Jacklin-Prairie Annexation File No. ANNEX-0012-2021
- c. Ordinance – The Pointe Zone Change File No. RZNE-0001-2022

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. Property Purchase and Lease Agreements with Terry Jordan for Corbin Lift Station
- b. Resolution - Authorizing the Procurement of Replacement of Dump Trucks for the Street Department on the Open Market

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.

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.

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.

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):

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, Josh Walker, Joe Malloy, Nathan Ziegler, 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 & Events

Aug 12	Sunset	Movie in the Park at Syringa Park Sing 2
Aug 17	5:00 pm	River City Market & Music – Landings Park, Music by Nu Jack City
Aug 16	6:00 pm	<u>City Council</u>
Aug 18	8:00 am	Urban Renewal Agency
Aug 23	6:00 pm	Parks and Recreation Commission
Sept 6		First Day of School
Sept 6	6:00 pm	<u>City Council</u>
Sept 13	5:30 pm	Planning and Zoning Commission
Sept 20	5:00 pm	<u>City Council Workshop</u>
Sept 20	6:00 pm	<u>City Council</u>
Sept 22	8:00 am	Urban Renewal Agency
Sept 27	6:00 pm	Parks and Recreation Commission
Oct 2	2:00 pm	Shoes and Brews 5K Fun Run
Oct 4	6:00 pm	City Council
Oct 11	5:30 pm	Planning and Zoning Commission
Oct 18	5:00 pm	City Council Workshop
Oct 18	6:00 pm	City Council
Oct 20	8:00 am	Urban Renewal Agency
Oct 25	6:00 pm	Parks and Recreation Commission

Post Falls City Council Meeting

August 16th, 2022

Council Agenda Memorandum

TO: Mayor Ron Jacobson
Council President Kerri Thoreson
Councilors Josh Walker, Joe Malloy,
Nathan Ziegler, Lynn Borders, Kenny Shove
Legal Counsel Warren Wilson

FROM: Shelly Enderud, City Administrator

CC: Department Heads

1. Consent Calendar

- e. Douglass Properties Annexation City Council Legislative Decision – The Planning Division requests approval of the legislative decision. At the June 19th, 2022, public hearing, Council voted to deny the request to annex 9.63 acres into the City with a designation of Community Commercial Services (CCS) zoning. If Council accepts the Legislative Decision, the Mayor shall sign the documents.
- f. The Pointe Zone Change Reasoned Decision – The Planning Division requests approval of the zone change decision document. The 56.1 acre property which was zoned Industrial (I) and Community Commercial Services (CCS) will be changed to the Community Commercial Mixed (CCM) zoning designation. The property is located west of Baugh Way, north of I-90, and south of Seltice Way. The zone change was approved at the July 5, 2022, council public hearing. If Council accepts the Reasoned Decision, the Mayor will sign the documents.
- g. Stone's Throw Subdivision Construction Improvement Agreement – The Engineering Division requests approval of the CIA for the abovementioned subdivision. The agreement sets forth the typical expectations and responsibilities of the City and the developer. If approved, the Mayor will sign the documents.
- h. Frontage Improvement Waiver Request for 216 West 14th Avenue – The Engineering Division recommends approval of the frontage improvement waiver at the abovementioned address. There are generally not frontage improvements in the vicinity of this address and the improvements being made are only for the addition of a shop. Upon approval of the consent agenda, the waiver will be approved.
- i. Utility Billing July 2022 Refunds – The Finance Department requests approval of the July 2022 utility billing refunds. Upon approval of the consent agenda, the refunds are accepted.

- j. Jacklin-Prairie Annexation Development Agreement and Dedications of Right-of-Way and Easements – The Planning Division requests approval of the Annexation Agreement and Dedication of ROW and Easement for the Jacklin-Prairie Annexation. The annexation of approximately 89 acres into the city with a zoning designation of Community Commercial Mixed (CCM) was approved with conditions to the Development Agreement at the council public hearing on July 5, 2022. If approved, the Mayor will sign the provided documents.
- k. The Pointe Zone Change Development Agreement – The Planning Division requests approval of the Development Agreement. The zone change of approximately 56.1 acres from Industrial (I) and Community Commercial Services (CCS) to the Community Commercial Mixed (CCM) zoning district was approved at the council public hearing on July 5, 2022. If approved, the Mayor shall sign the provided documents.
- l. Jacklin-Prairie Annexation Reasoned Decision – The Planning Division requests approval of the annexation decision document. The 94 acre property with a zoning designation of Community Commercial Mixed (CCM) is located on the northeast corner of the future intersection of N. Zorros Rd. and W. Prairie Ave. and the northwest corner of the future intersection of N. Fennecus Rd and W. Prairie Ave. The annexation was approved at the July 5, 2022, council public hearing. If Council accepts the Reasoned Decision, the Mayor will sign the documents.

2. Public Hearings

- a. Proposed Budget for Fiscal Year 2023 – Opportunity for public comment is given on the proposed upcoming budget for October 1, 2022, through September 30, 2023. The budget presented is \$130,682,716. After comment and discussion, Council should either approve the budget as presented or provide other direction. Should Council approve the budget, staff will return with a budget ordinance at a future meeting.
- b. Update to Fee Resolution Fiscal Year 2023 – Opportunity for public comment is given on the FY 23 suggested fee rates. After comment and discussion, Council may approve the rates as proposed or request changes from staff. If the proposed rates are approved, staff will return at a future Council meeting with a resolution formalizing the rates.
- c. Ashlar Ranch Annexation File No. ANNX-4-2022 – Opportunity for public comment is given on the request from Olson Engineering, on behalf of VS Development LLC, to annex approximately 10 acres into the city with a zoning designation of Single Family Residential (R-1). The property is located east of Highway 41 and north of East 12th Avenue. The surrounding areas to the north and west are currently mobile home parks, to the east and south are single family homes. At their June 14, 2022, public hearing, the Planning and Zoning Commission recommended approval of the zoning as requested. The PFHD recommended the City annex 12th Street to the easternmost property line in response to this request. Two people testified as in favor to the annexation, and one wrote in as opposed. After comment and discussion, Council should either approve or deny the annexation as presented.
- d. Bel Cielo III Annexation File No. ANNX-22-6 – Opportunity for public comment is given on the request from Lake City Engineering, on behalf of Bel Cielo III LLC, to annex approximately 5 acres into the city with a zoning designation of High-Density Residential (R-3). The property is located south of East 16th Avenue and east of Highway 41. The

surrounding areas to the north are single family and R-3 properties, to the east and south are mobile home parks, and to the west are earlier phases of the Bel Cielo multi-family development zoned at High-Density Multi-Family (R-3) and Community Commercial Services (CCS). At their June 14, 2022, public hearing, the Planning and Zoning Commission recommended approval of the zoning as requested. The PFHD recommended the City annex 12th Street to the easternmost property line in response to this request. Five people testified and wrote in as opposed to this request. After comment and discussion, Council should either approve or deny the annexation as presented.

- e. Zoning Approval Criteria File No. TA-22-5 - The Planning Division requests amending Title 18 to provide more clarity within the Zone Change review criteria. The proposed language is in line with the State's LLUPA Title 67. At their July 12, 2022, public hearing, the Planning and Zoning Commission recommended approval of the changes as presented. At that meeting, one person commented as neutral to the changes. After comment and discussion, Council should either approve or deny the changes.

3. Unfinished Business

- a. Utilities Impact Fee Methodology Memorandum – Utility Manager Craig Borrenpohl presents this memo outlining an impact fee methodology for utility infrastructure. Idaho code allows for the collection of fees to recover an equitable share of development related future system expansion costs. Regular calculation of the impact fees requires detailed planning and cost estimating for all future system improvements relative to developable areas. If Council requests that these possible fees be pursued, only developing the methodology will take place with this approval. Any adoption of new fees would return before Council for approval. Fiscal impact of developing the methodology would be no more than \$36,940 on a contract with JUB Engineers. These costs were budgeted in the Facility Planning Study scope and would be paid out of the Water Reclamation budget. Council may direct staff to pursue the methodology or take no action.
- b. Ordinance: Jacklin-Prairie Annexation File No. ANN-0012-2021 – This ordinance formalizes the annexation approved at the July 5, 2022, council public hearing. Council may adopt the ordinance or take no action.
- c. Ordinance: The Pointe Zone Change File No. RZNE-0001-2022 – This ordinance formalizes the zone change approved at the July 5, 2022, council public hearing. Council may adopt the ordinance or take no action.

4. New Business

- a. Property Purchase and Lease Agreements with Terry Jordan for Corbin Lift Station – Public Works Director John Beacham requests approval of the purchase and sale agreement, closing documents, and lease agreement for property for the Corbin Lift Station. The lift station currently sits on a 30 ft by 50 ft parcel. The proposed property purchase would provide a 100 ft by 75 ft parcel. The lease of additional property is to facilitate the construction of improvements to the lift station. The property purchase is \$150,000 and the leased property will be \$1,500 per month. The land purchase will be paid out of the Water Reclamation Collections System Land Acquisition budget and the

lease will be paid out of the Corbin Lift Station Replacement budget. If approved, the Mayor shall sign the provided documents.

- b. Resolution: Authorizing the Procurement of Replacement of Dump Trucks for the Street Department on the Open Market – Public Works Maintenance Manager Ross Junkin requests approval of a resolution authorizing the purchase of two new 2022 Freightliner Dump trucks with plow and sanding packages. The purchase of these trucks was included in the FY 22 replacement budget. In the Spring of 2022 Public Works advertised for bids of the trucks but received no bids at that time. This purchase is a piggy-back on the Washington State contract in going with Freightliner NW and will provide the city with a 40.1% discount. Total fiscal impact is \$763,772.98 including a 10% contingency. Council may adopt the resolution or take no action.

6. [Administrative / Staff Reports](#)

8. [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.



**CITY COUNCIL
MINUTES AGENDA**

**August 2, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Joe Malloy, Lynn Borders, Kenny Shove - **Present**
Josh Walker, Nathan Ziegler - **Excused**

Topic: Workforce Planning – Administration and Legal Departments

Warren Wilson, Legal Department Director: Mr. Wilson described the current services and staffing in the Legal Department. He also presented on the anticipated requests for additional staffing and optimal levels of service in the coming years.

Shelly Enderud, City Administrator: Ms. Enderud described the current services and staffing in Administration (Administration, Finance, Human Resources, Media, IT). she also presented on the anticipated requests for additional staffing and optimal levels of service in the coming years.

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, Joe Malloy, Lynn Borders, Kenny Shove - **Present**
Josh Walker, Nathan Ziegler - **Excused**

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- The Post Falls Community Volunteers is hosting their annual community picnic and concert at Q'emiln Park this Saturday, August 6th. Food and beverages will be available for purchase starting at 4pm, and the Jesse Quandt band will take the stage at 5:30 pm.
- Join the Parks and Recreation Department and the Post Falls Police Department for another Movie Night in the Park. Sing 2 will be playing at Syringa Park on Friday, August 12th. Bring your blankets and chairs and enjoy a movie under the stars, movie starts at sunset.

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

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None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – July 19, 2022, City Council Meeting
- b. Payables – July 12, 2022 – July 25, 2022
- c. Prosecution Agreement with the City of Hayden
- d. Greensferry Glenn Subdivision Construction Improvement Agreement
- e. Wellsprings Annexation Initial Zoning Reasoned Decision
- f. Wellsprings Annexation Agreement, Right-of-Way, and Easement Dedications
- g. Wellsprings Subdivision Master Development Agreement

Motion by Borders at accept the Consent Calendar as presented.

Second by Malloy.

Vote: Malloy-Aye, Thoreson-Aye, Shove-Aye, Borders-Aye

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. Barnum's Addition Zone Change File No. ZC-22-3

Public Hearing Opened at 6:02 pm.

Staff Report

Jon Manley, Planning Manager Presenting: The requested action is to rezone approximately .54 acres from the Single-Family Residential (R-1) zoning to the Medium Density Residential (R-2) zoning district. The water provider is East Greenacres Irrigation District, and the sewer is provided by the City of Post Falls. The current land use is a legal non-conforming duplex. The Future Land Use Map calls this area business commercial, and it is about a third of a mile away from Seltice.

Malloy: It will only be accessible from the one side, correct?

Manley: They would enter only from Elm Rd.

Malloy: How dense could that possibly get?

Manley: You could get four single-family lots.

Applicant

Gordon Dobler, Dobler Engineering: The reason this is coming forward is the owner also owns the property across the street which is zoned R-2. The plan is to zone it R-2 so that the duplex can stay. Services are already there.

Testimony

In Favor - None

Neutral - None

In Opposition - None

Public Hearing Closed at 6:12 pm.

Public Hearing

Zoning Criteria

1. Amendments to the zoning map should be in accordance with the Future Land Use Map.
Borders: It does.
2. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.
Malloy: It provides a variety of housing types and is in walking distance to commercial.
3. Zoning is assigned following consideration of such items as street classifications, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
Borders: R-2 is to the west.
Malloy: There would not be enough vehicle trips generated to effect anyone.
4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
Inapplicable
5. 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.
Borders: Less than a mile from Seltice and you can't go much further south because of the freeway.
6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.
Inapplicable

Motion by Malloy to approve the Barnum's Addition Zone Change, File No. ZC-22-3.

Second by Borders.

Vote: Thoreson-Aye, Shove-Aye, Borders-Aye, Malloy-Aye

Motion Carried

3. 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. Resolution – Fiscal 2022 Fee Update

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 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

City staff is directed to take all administrative actions necessary to implement the attached listing of effective City fees.

Any fee inconsistent with provisions of this Resolution is hereby repealed or superseded to the extent of such inconsistency, as appropriate. The revised fee schedule shall be effective beginning September 1st, 2022, unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council.

Motion by Thoreson to approve Resolution Fiscal Year 2022 Fee Update and to direct the Clerk to assign the appropriate number.

Second by Malloy.

Vote: Shove-Aye, Borders-Aye, Malloy-Aye, Thoreson-Aye

Motion Carried

b. Resolution – Adopting Compassionate Separation Personnel Policy

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 adding a new Policy 713, entitled Compassionate Separation Benefit, to the personnel policy as well as amendments to Policy 802, entitled Catastrophic Account, 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 to 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 amendments to the Personnel Policy attached hereto as Exhibit A are adopted.

Motion by Thoreson to approve Resolution Adopting Compassionate Separation Personnel Policy and to direct the Clerk to assign the appropriate number. Second by Malloy.

Vote: Borders-Aye, Malloy-Aye, Thoreson-Aye, Shove-Aye

Motion Carried

c. Ordinance – School District Zone Change File No. ZC-22-4

Motion by Thoreson to place the Ordinance School District Zone Change File No. ZC-22-4 on its first and only reading by title only while under suspension of the rules.

Second by Borders.

Vote: Malloy-Aye, Thoreson-Aye, Shove-Aye, Borders-Aye

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE ZONE CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL (R-1) TO PUBLIC RESERVE (PR) ZONING DISTRICT. PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THE CHANGE; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUBERSEDED; AND PROVIDING AN EFFECTIVE DATE.

Motion by Thoreson to approve the Ordinance School District Zone Change File No. ZC-22-4 and to direct the Clerk to assign the appropriate number and that it be published by summary only.

Second by Borders.

Vote: Thoreson-Aye, Shove-Aye, Borders-Aye, Malloy-Aye

Motion Carried

d. Ordinance – Mailbox Parking

Motion by Thoreson to place the Ordinance Mailbox Parking on its first and only reading by title only while under suspension of the rules.

Second by Borders.

Vote: Shove-Aye, Borders-Aye, Malloy-Aye, Thoreson-Aye

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT OF CITY CODE 10.20.040 A. TO PROVIDE FOR PARKING IN FRONT OF MAILBOXES; PROVIDING FOR AMENDMENT OF CITY CODE 10.20.050 TO REMOVE MAILBOXES PARKING REGULATIONS FROM TEMPORARY RESTRICTION; 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 the Ordinance Mailbox Parking and to direct the Clerk to assign the appropriate number and that it be published by summary only.

Second by Borders.

Vote: Borders-Aye, Malloy-Aye, Thoreson-Aye, Shove-Aye

Motion Carried

e. Ordinance – Wellsprings Annexation File No. ANNX-0001-2022

Motion by Thoreson to place the Ordinance Wellsprings Annexation File No. ANNX-0001-2022 on its first and only reading by title only while under suspension of the rules.

Second by Borders.

Vote: Malloy-Aye, Thoreson-Aye, Shove-Aye, Borders-Aye

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 9 ACRES, SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF;

Motion by Thoreson to approve the Ordinance Wellsprings Annexation File No. ANNX-0001-2022 and to direct the Clerk to assign the appropriate number and that it be published by summary only.

Second by Borders.

Vote: Thoreson-aye, Shove-Aye, Borders-Aye, Malloy-Aye

Motion Carried

f. Cecil Rd Frontage Along Sports Complex – Recommendation to Award Contracts
Robbie Quinn, Parks Planner: On July 19, 2022, the city opened bids for the Tullamore Sports Complex, Phase I Bid Package 1 Project. The Engineer's Estimate for construction is \$774,532.51. the city received two bids for the project. Selland Construction, Inc submitted the apparent low bid of \$640,000.00. City Staff believes the bids to be responsive. T-O Engineers and City Staff recommend the project be awarded to the low responsive bidder, Selland Construction. This scope will include street improvements to the east side of Cecil Road and a portion of the south side of Prairie Avenue, including erosion and sediment control, grading, curb and gutter, asphalt, street signs, streetlights, underground utilities, storm drainage, landscape, and irrigation. Staff is also seeking council approval for a contingency of 5% in the amount of \$32,000.00 for potential change orders of unforeseen conditions for a total amount of \$672,000.00 paid out of Park Impact Fees. Change orders utilizing the contingency funds will require approval and signature by the Parks and Recreation Director or his designee.

Additionally, staff is seeking council approval for the contract with MT-LA for construction administration and observation for \$66,452.00. MT-LA will provide contract administration such as review of submittals, review, and preparation of contractor pay requests, and change order documentation. MT-LA will also provide construction observation such as construction diaries, materials review, testing procedure, workmanship observation, quantity tracking, erosion and sediment control compliance, punch list, geotechnical services, and substantial and final inspections.

Motion by Malloy to approve the recommendation to award the contract of the Cecil Rd. Frontage Along the Sport Complex.

Second by Borders.

Vote: Shove-Aye, Borders-Aye, Malloy-Aye, Thoreson-Aye

Motion Carried

Motion by Malloy to approve the consultant contract for construction administration and observation contract for the Cecil Rd. Frontage Along the Sports Complex Project to MT-LA. Second by Borders.

Vote: Shove-Aye, Borders-Aye, Malloy-Aye, Thoreson-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. Impact Fee Study

Shelly Enderud, City Administrator presenting: When the Council adopted the current impact fees, they requested that staff re-evaluate the impact fees to ensure they accurately reflected the costs and projects for the three fee types. During that same time, the Capital Facilities Plan was underway and was approved by Council in December of 2021. Since that time, staff has met and has to recommended paths forward for updating impact fees.

The first step would be to perform a minor update to reflect the newly updated costs for projects currently in the impact fee report. This would include:

- Updates to the Public Safety Impact Fee to include additional information on facilities from our new Capital Facilities Master Plan adopted in December 2021. This is simply an increase in capital expenditure for this area and does not reflect any change in methodology.
- Updates to the Parks Impact Fee to reflect an updated Land Value as the current estimate is significantly deficient as compared to land costs currently.
- Updates to the Transportation Impact Fee to reflect updated construction costs for projects – these have not been updated yet, but we will be initiating that update soon. This item is scoped separately to ensure it does not prevent the first two items from moving forward in a timely fashion. TischlerBise has provided a scope of work and a contract to accomplish this first task. It would be our goal to have the public hearing for the fee increases before Council in either September or October for implementation in November or December. The second recommended task is to move forward with a complete update of the impact fees. Staff will draft a Request for Qualifications to seek a firm to assist staff with this task. More information will be brought back to Council upon completion of the first task of updating the current impact fee costs.

Motion by Malloy to approve the Impact Fee Study.

Second by Borders.

Vote: Borders-Aye, Malloy-Aye, Thoreson-Aye, Shove-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.

None

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.

None

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: It is awfully hot outside and can make people a lot less tolerant. Be nice.

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):

None

ADJOURNMENT 6:27 PM.

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson

Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, 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”



**CITY COUNCIL
SEPCIAL MEETING MINUTES**

**August 09, 2022
11:00 AM**

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

SPECIAL MEETING – 11:00 am City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Josh Walker (via Zoom), Nathan Ziegler, Lynn Borders, Kenny Shove (via Zoom) -
Present
Joe Malloy – **Absent**

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

None

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.

None

1. NEW BUSINESS

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ACTION ITEMS:

a. Tertiary Treatment Upgrade – Contract Adjustment to Fiber Reinforced Plastic Tank Cost
John Beacham, Public Works Director presenting: The Tertiary Upgrade includes six custom-built chemical tanks made of Fiber Reinforced Plastic (FRP). Circumstances beyond the control of the project team have led to significant increases in the raw materials and labor necessary to manufacture the tanks. Contractually, from the City’s perspective, the risk if price escalation lies with

the general contractor. However, the city has a long history of seeking to build partnerships and good business relationships with contractors. In this case the supplier to the general contractor has provided a minimum price increase necessary to afford construction of the tanks. Sletten has already provided an increased contract value in the summer of 2021 towards the design and construction of these tanks. Additionally, the tank supplier, who is headquartered in Coeur d' Alene, is planning to produce the tanks in the southern US to improve the delivery date. Sletten will be responsible for the freight charges from this location, in the \$30-\$40K range. Sletten has estimated the escalation related changes at an increase of \$130K from the original contract value of \$240K. This negotiated change order provides an opportunity to resolve the FRP tank issue, providing certainty to the contractor, the supplier, and the City.

Thoreson: The increased shipping is not something the city would be responsible for?

Beacham: Correct, Sletten would be responsible.

Thoreson: Is this within the contingency?

Beacham: Yes.

Borders: I am concerned that we are going to be able to finish the project within budget. It seems like every time we turn around it's an increase here and there. I know it is out of our control.

Beacham: I would say that including this increase we are still on track to finish within budget. What concerns me is schedule. This is not unique to this project or Post Falls.

Shove: I think Sletten has done a good job. They seem to be quite reasonable with everything they have been able to pull together. This seems like the best option we have.

Walker: Changes are never fun. It looks like the negotiations are good and Sletten stepped up. It is probably the best deal we are going to get.

Motion by Thoreson to approve the Contract Adjustment to Fiber Reinforced Plastic Tank Costs.

Second by Ziegler.

Vote: Thoreson-Aye, Borders-Aye, Ziegler-Aye, Walker-Aye, Shove-Aye

Motion Carried

ADJOURNMENT 11:09 AM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson
Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

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Post Falls Check Approval



City of Post Falls

Packet: APPKT09504 - Check Run 8.17.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 8/17/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	546440	Printing of Ordinance 1459	001-415.0000.62000	101.31
Dept 415 Total:					101.31
Dept: 421 Police					
R04500	1-800-Radiator				
APMWB	Check	17163249	Fan assembly - PFPD114	001-421.0000.67100	132.00
A254	Allegra Print & Imaging				
APMWB	Check	199038	Vehicle impound stickers	001-421.0000.63210	235.27
A0001	Alsco				
APMWB	Check	LSPO2543833	Shop uniforms	001-421.4000.72000	12.73
C210	City of Post Falls				
APMWB	Check	City Utilities July 202	54-0265-01	001-421.0000.65004	1,023.34
C220	Coleman Oil Co				
APMWB	Check	CL95982	Animal Safety Fuel and Patrol Fuel	001-421.0000.64030	7,752.33
C320	Comfort Heating & Air, Inc.				
APMWB	Check	14705975	Server room HVAC maintenance	001-421.0000.68030	387.00
VEN14574	Debbz Upholstery LLC				
APMWB	Check	308283	Panel repairs - PFPD124	001-421.0000.67170	185.00
VEN02615	Dr. Lou Sowers				
APMWB	Check	2013135	New employee evaluation - Nigh	001-421.0000.64020	600.00
G020	Galls, An Aramark Company				
APMWB	Check	021649963	New officer nameplate	001-421.4000.72000	9.20
		021662466	Pants for SRT	001-421.4000.72000	360.80
		021708601	Shirts for SRT	001-421.4000.72000	251.68
		021650796	New officer belt	001-421.4000.72000	27.14
		021581724	Uniform shirt - Mackabee	001-421.4000.72000	100.93
		021581589	Uniform shirts - Casey	001-421.4000.72000	151.32
		021709608	Patrol belt - Peterson	001-421.4000.72000	41.88
		021626004	Uniform shirt - Mackabee	001-421.4000.72000	87.64
		021568481	Uniform gear - Esparza	001-421.4000.72000	233.18
I153	Idaho State Police				
APMWB	Check	S23009008	Quarterly ILETS access fee	001-421.0000.67310	14,012.50
VEN13191	Intermax Networks				
APMWB	Check	209610	Fiber link to County	001-421.0000.62040	475.00
VEN09941	Jacque Panza				
APMWB	Check	080522	Chaplain stipend - 2 weeks in July	001-421.0000.62370	50.00
VEN07726	Jon Dekeles				
APMWB	Check	080522	Chaplain stipend - 2 weeks in July	001-421.0000.62370	50.00
M0613	MdE, Inc.				
APMWB	Check	9138	Adore training software renewal	001-421.0000.66043	752.00
N001	Napa Auto Parts				
APMWB	Check	3688-177145	Oil filters - stock	001-421.0000.67100	22.20
		3688-173895		001-421.0000.67100	26.64
		3688-177187	Brakes and rotors - PFPD114	001-421.0000.67100	158.16
		3688-178583	Brake pads and rotors - PFPD93	001-421.0000.67100	257.83
		3688-175721	Circuit breaker - PFPD151	001-421.0000.67100	39.97
		3688-176813	Battery - PFPD110	001-421.0000.67100	232.86
		3688-178383	Oil filters, belt	001-421.0000.67100	69.43
		3688-178426	Battery - PFPD97	001-421.0000.67100	116.43
		3688-178743	Control arm and ball - PFPD139	001-421.0000.67100	126.78
		3688-177037	Brakes and rotors - PFPD110	001-421.0000.67100	157.72

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	3688-175583	Car cleaning supplies	001-421.0000.67100	33.25
V040	ODP Business Solutions						
		APMWB	Check	254600615001	Office Supplies-Police	001-421.0000.63060	21.87
VEN01379	O'Reilly Auto Parts						
		APMWB	Check	3829-426731	Oil filter - PFPD146	001-421.0000.67100	11.97
				3829-430181	Brake set - PFPD114	001-421.0000.67100	60.39
P180	Perfection Tire						
		APMWB	Check	1043751	Alignment - PFPD132	001-421.0000.67100	60.00
				1042683	Tires - PFPD132	001-421.0000.67190	844.96
				1043680	Tire sensor replacement - PFPD91	001-421.0000.67190	45.00
P2420	Post Falls Chamber						
		APMWB	Check	66430	RCLA tuition - Justin Anderson	001-421.0000.64020	850.00
VEN12998	RACOM Corporation						
		APMWB	Check	9B176871	Gun lock and timers - PFPD105	001-421.0000.67020	282.00
				9CSO171662	Patrol Car computer retrofits	001-421.0000.80010	25,797.65
R102	Recovery Masters Towing LLC						
		APMWB	Check	22PF-05376	Impound/tow - 22PF05376	001-421.0000.67100	545.00
VEN14564	Threads						
		APMWB	Check	6	Uniform alterations	001-421.4000.72000	95.00
VEN07714	Uniforms2gear, Inc						
		APMWB	Check	INV/2022/06/0656	Records uniform shirt - Orsburn	001-421.4000.72000	31.03
				INV/2022/07/0685	ECO belt	001-421.4000.72000	31.04
				INV/2022/07/0371	Evidence uniform pants - Porria	001-421.4000.72000	66.90
				INV/2022/07/0370	ECO Uniforms shirts	001-421.4000.72000	269.16
VEN14328	ZaccWorks						
		APMWB	Check	2022-0726A	Website maintenance	001-421.0000.66043	125.00
				2022-0726B	Server maintenance	001-421.0000.66043	135.00
Dept 421 Total:							57,444.18
Dept: 423 Oasis							
V040	ODP Business Solutions						
		APMWB	Check	254600615001	Office Supplies-Police	001-423.1153.68400	275.22
Dept 423 Total:							275.22
Dept: 424 Legal							
VEN14037	Lake City Law Group PLLC						
		APMWB	Check	27427	NI Title & Stewart Title guaranty	001-424.0000.62040	120.00
Dept 424 Total:							120.00
Dept: 427 Animal Control							
C220	Coleman Oil Co						
		APMWB	Check	CL95982	Animal Safety Fuel and Patrol Fuel	001-427.0000.64030	353.75
Dept 427 Total:							353.75
Dept: 431 Streets							
A497	Arrow Construction Supply, Inc						
		APMWB	Check	344381	Detach for removing asphalt from concrete	001-431.0000.68130	264.23
				344099	Oil flo for tach clean up	001-431.0000.68130	62.09
VEN05261	CDA PAVING						
		APMWB	Check	74874	Dumping Dirty Asphalt from yard cleanup	001-431.0000.68130	121.41
VEN14467	CDA Redi Mix & Precast, Inc						
		APMWB	Check	54062	Ecology Blocks for Salt Shed	001-431.0000.93010	2,640.00
C210	City of Post Falls						
		APMWB	Check	City Utilities July 202	54-0265-01	001-431.0000.65004	555.12
VEN01373	Intermountain Sign & Safety						
		APMWB	Check	15623	Tabs for chips sealing	001-431.0000.68110	1,080.00
I340	Interstate Concrete & Asphalt						
		APMWB	Check	776463	Asphalt for Stage Coach	001-431.0000.68130	592.68
				77630	Asphalt for Paving Stagecoach	001-431.0000.68130	12,252.24
				775836	Asphalt for Stagecoach	001-431.0000.68130	545.82
				776354	Gravel for Salt Shed	001-431.0000.93010	421.54

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	776660	Base rock for Salt Shed	001-431.0000.93010	522.41
P217	Porter W Yett Company, Inc.						
		APMWB	Check	22586-1	Grinding for paving	001-431.0000.68130	15,818.40
P4835	ProPrint						
		APMWB	Check	61541	Hang Tags for Streets	001-431.0000.68130	335.00
R251	Serights Ace Hardware						
		APMWB	Check	333155/1	Swivel hose for streets	001-431.0000.63000	53.99
				333372/1	Cable ties for streets	001-431.0000.63000	28.79
				333212/1	Key for streets	001-431.0000.63000	2.15
				333377/1	Propane for striping	001-431.0000.68100	14.41
				333406/1	Propane for striping	001-431.0000.68100	24.79
				333144/1	Propane, flint and torch kit for sign shop	001-431.0000.68100	73.41
				333086/1	Propane for Chipseal	001-431.0000.68110	26.47
				333278/1	Paint thinner, Cleaner and goof off for paving	001-431.0000.68130	23.01
S580	Strata						
		APMWB	Check	CD220097-IN	Testing Cleanliness for Chip Seal	001-431.0000.68110	829.20
U140	UpScale Mail						
		APMWB	Check	318946	Mailing out Traffic Light Controller	001-431.0000.63070	157.49
Dept 431 Total:							36,444.65

Dept: 433 Facility Maintenance

G098	Grainger						
		APMWB	Check	9373975052	Vacuum breakers for custodial sinks at the P.D	001-433.0000.68010	44.02
VEN10085	Pure Filtration Products, Inc						
		APMWB	Check	75843	HVAC filters for City Hall	001-433.0000.68030	226.80
				75671	Filters for the P.D. and City Hall.	001-433.0000.68030	504.96
R251	Serights Ace Hardware						
		APMWB	Check	332793/1	Furniture polish.	001-433.0000.63150	31.45
Dept 433 Total:							807.23

Dept: 434 Fleet Maintenance

VEN07171	208Tools						
		APMWB	Check	06282279638	Gage Blade Set for fleet	001-434.0000.67090	108.50
A0001	Alsco						
		APMWB	Check	LSPO2543824	Uniforms and rugs for fleet	001-434.0000.63160	117.85
				LaLSPO2545915	Laundry and Rugs for Fleet	001-434.0000.63160	181.57
				LSPO2541668	Uniforms and rugs for Fleet	001-434.0000.63160	181.57
VEN03826	FMI Equipment						
		APMWB	Check	SPK-1002135	Carbon Canister for P469	001-434.0000.63012	121.67
VEN01683	Goodyear Tire & Rubber Company						
		APMWB	Check	197-1142185	Tires for S504	001-434.0000.67190	249.90
				197-1143389	Foam Filled 4 Tires for Parks	001-434.0000.67210	872.29
G098	Grainger						
		APMWB	Check	9293986262	PVC Nipple for Fleet	001-434.0000.63011	20.33
				9284235489	Bulkhead Fitting for S237	001-434.0000.63011	142.70
				9284235505	Carbide Bits for fleet shop	001-434.0000.67090	219.27
N001	Napa Auto Parts						
		APMWB	Check	3688-173531	Oil Filter for S211	001-434.0000.63011	19.44
				3688-171330	Battery for S208	001-434.0000.63011	277.84
				3688-175577	Light Socket for R208	001-434.0000.63012	16.79
				3688-175576	Light Bulbs for R208	001-434.0000.63012	8.20
VEN08121	PacWest Machinery LLC						
		APMWB	Check	30408367	Spin on filter and element filter for S555	001-434.0000.63011	137.33
P1001	Pape Machinery						
		APMWB	Check	13746023	Filters for S555	001-434.0000.63011	177.66
P180	Perfection Tire						
		APMWB	Check	1042803	Replaced Starter in P110	001-434.0000.67170	431.68
Dept 434 Total:							3,284.59

Dept: 442 Cemetery

C210	City of Post Falls						
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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	City Utilities July 202	54-0265-01	001-442.0000.65004	2,574.43
VEN07745	Memorial Monuments & Vaults Inc				
APMWB	Check	91350	Monuments	001-442.0000.63760	6,006.00
R060	Ragan Equipment Co.				
APMWB	Check	01-114971	BR800 backpack blower	001-442.0000.67020	620.99
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	121917201-001	solenoid	001-442.0000.68230	14.64
Z026	Ziegler Lumber Co #017				
APMWB	Check	234835	2x4	001-442.0000.68160	23.60
		223003	2 in coupling	001-442.0000.68230	13.18
Dept 442 Total:					9,252.84
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	473159	Hilde Kellogg Portable	001-443.0000.65050	125.00
		473227	Warren Portable	001-443.0000.65050	125.00
		473161	Skate Park Portable	001-443.0000.65050	125.00
		473226	Upper Corbin Portable	001-443.0000.65050	140.00
		473201	Community Garden Portable	001-443.0000.65050	125.00
		473162	White Pine Portable	001-443.0000.65050	125.00
		473160	Black Bay Portable	001-443.0000.65050	150.00
		473182	4th St. Trailhead Portable	001-443.0000.65050	125.00
		473158	Q'emiln Portables	001-443.0000.65050	437.41
A497	Arrow Construction Supply, Inc				
APMWB	Check	341119 (1) Not a dup	Safety Cones	001-443.0000.63260	330.20
		31068	Credit for invoice 341119	001-443.0000.63260	-66.04
		341119 (1) Not a dup	Safety Cones	001-443.0000.63260	2,119.20
VEN14428	Asphalt Pros USA				
APMWB	Check	1394	Seal and Stripe Black Bay & Crown Pointe Par	001-443.0000.68111	5,275.00
		1395		001-443.0000.68111	5,030.44
P4680	Builders FirstSource Inc				
APMWB	Check	59648938	ADA Doors for Falls Park and Tullamore Park	001-443.0000.91000	21,048.30
C210	City of Post Falls				
APMWB	Check	City Utilities July 202	54-0265-01	001-443.0000.65004	15,801.62
				001-443.0000.68230	977.05
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-217183	Grinder/Tools	001-443.0000.67090	125.00
		2-216802	Tools & tool repair	001-443.0000.67090	298.92
VEN01387	Conmat Inc				
APMWB	Check	90851	Sand for Kiwanis Beach / Camp	001-443.0000.68170	332.10
C360	Consolidated Supply Co.				
APMWB	Check	S0098189013.001	Hilde Kellogg Irrigation Repair	001-443.0000.68230	192.56
		S010236846.002	Credit on return	001-443.0000.68250	-25.42
C410	Country Lock & Key, Inc.				
APMWB	Check	9934	Keys for Parks	001-443.0000.67030	27.87
H1957	Horizon				
APMWB	Check	2S173140	Small Equipment Parts	001-443.0000.66190	153.95
I110	Idaho Fence Co, Inc.				
APMWB	Check	45970	Fence Repair at Trailer Park Wave	001-443.0000.67050	3,899.68
I340	Interstate Concrete & Asphalt				
APMWB	Check	772411	Falls Park Gravel	001-443.1658.62330	123.48
N001	Napa Auto Parts				
APMWB	Check	3688-176828	Battery Charger for Q'emiln	001-443.0000.66190	63.99
VEN14065	North Idaho Pest				
APMWB	Check	2022-71	Pest Control for Parks	001-443.0000.68215	1,590.00
VEN12530	Premier Powder Coating & Custom Fab LLC				
APMWB	Check	32327	Donation Bench	001-443.0000.63260	1,688.75
R1691	River City Paint & Decorating				
APMWB	Check	50721	Boat launch paint	001-443.1658.62330	29.49
S050	Saturday Night Inc.				
APMWB	Check	102574	Uniform shirts	001-443.4000.72000	210.36

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	333087/1	Propane for Loaner BBQ	001-443.0000.64030	29.15
		332876/1	Hardware for Parks	001-443.0000.67030	7.46
		333397/1	Cut wheel - hardware	001-443.0000.67030	15.06
		333318/1	Fan for Ticket Booth / Safety	001-443.0000.67030	16.19
		332864/1	Hardware for The Landings / Market & Music E	001-443.0000.67030	65.64
		332981/1	New Hire Tool / Pruner	001-443.0000.67090	14.39
		333099/1	Cleaning	001-443.0000.68160	12.58
		333102/1	Community Garden	001-443.0000.68250	35.09
		332999/1	Lean-to Construction	001-443.0000.94180	26.84
<u>A565</u>	SiteOne Landscape Supply, LLC				
APMWB	Check	121828218-001	Irrigation Repair	001-443.0000.68230	357.40
		121735125-001	Syringa Irrigation	001-443.0000.68230	390.97
		121746725-001	Irrigation for South Parks	001-443.0000.68230	943.04
		121701668-001		001-443.0000.68230	179.95
<u>U040</u>	United Electrical				
APMWB	Check	21500	Electrical Work on Hoop House	001-443.0000.62040	11,500.00
<u>W0226</u>	Walter E Nelson Co				
APMWB	Check	475596	Cleaning Supplies for Parks	001-443.0000.63150	1,762.32
<u>Z026</u>	Ziegler Lumber Co #017				
APMWB	Check	271083	Hardware for Construction	001-443.0000.67030	90.63
		267805	Lumber for Kiwanis (Construction)	001-443.0000.68160	29.10
		265817	Lean-to (Construction)	001-443.0000.94180	287.76
			Dept 443 Total:		76,467.48
Dept: 444 Parks - Construction					
<u>C291</u>	Coeur d' Alene Press				
APMWB	Check	542016	Crown Pointe Project bid ad	001-444.0000.94180	192.32
			Dept 444 Total:		192.32
Dept: 445 Recreation					
<u>VEN14639</u>	Alexis Suave				
APMWB	Check	53352	Refund camp fees	001-445.0000.63080	262.00
<u>VEN14261</u>	Jacklin Arts & Cultural Center				
APMWB	Check	8.3.22	Contract payment JACC - summer classes	001-445.0000.62040	621.60
<u>VEN14438</u>	James Patrick Bulger				
APMWB	Check	1210801118	Program announcing	001-445.0000.63080	575.00
<u>V040</u>	ODP Business Solutions				
APMWB	Check	256527678001 (2) S	Office Supplies- Recreation	001-445.0000.63060	145.41
<u>S050</u>	Saturday Night Inc.				
APMWB	Check	102395	Camp hoodies	001-445.0000.63430	927.00
		102669	Shirts	001-445.0000.63430	573.60
		102396	Camp Sweatshirts	001-445.0000.63430	492.61
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	333486/1	Program supplies	001-445.0000.63080	31.47
		332210/1	Rec. Camp Garden Supplies	001-445.0000.63080	21.66
			Dept 445 Total:		3,650.35
Dept: 451 Planning & Zoning					
<u>C291</u>	Coeur d' Alene Press				
APMWB	Check	I00535220-05212022	Council Annexation Publication	001-451.0000.62000	236.36
		I00549904-07292022	Annexation Council Publication	001-451.0000.62000	224.25
		I00548638-07222022	Annexation Publication Planning and Zoning	001-451.0000.62000	200.03
<u>V040</u>	ODP Business Solutions				
APMWB	Check	256527678001	Office Supplies-Planning	001-451.0000.63060	25.84
			Dept 451 Total:		686.48
Dept: 452 Building Inspector					
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	333708/1	Tools for electrical inspections	001-452.0000.66190	41.16

Dept 452 Total: 41.16

Packet: APPKT09504 - Check Run 8.17.22

Check Date: 8/17/2022

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 481 Capital Improvements/Contracts					
C210	City of Post Falls				
APMWB	Check	City Utilities July 202	54-0265-01	001-481.0000.68390	576.65
VEN03694	Otis Elevator Company				
APMWB	Check	100400840868	Elevator Service.	001-481.0000.68060	44.12
Dept 481 Total:					620.77
Fund 001 Total:					189,742.33
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
A600	Awards Etc.				
APMWB	Check	33506	K9 Golf tournament awards	007-425.1525.34242	184.00
B1480	Blue Sky Broadcasting Inc.				
APMWB	Check	MC1220739836	K9 Golf Tournament advertisements	007-425.1525.34242	200.00
Dept 425 Total:					384.00
Fund 007 Total:					384.00
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
A090	Accurate Testing Labs LLC				
APMWB	Check	125479	Triathlon water testing	023-446.1602.63000	40.00
A365	American On-Site Services				
APMWB	Check	469422	PF Festival Portable Restrooms	023-446.1601.63000	1,130.00
N080	Nickels Worth				
APMWB	Check	6460 7.22.22	Post Falls Festival Advertising	023-446.1601.62001	254.20
Dept 446 Total:					1,424.20
Fund 023 Total:					1,424.20
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
VEN07815	LaRiviere, Inc				
APMWB	Check	App for Payment #1	Spokane & Prairie - Phase 2	037-431.0000.95134	318,250.00
		Pay App 2 6.7.22	Pay App 2 6.7.22 Spokane & Prairie	037-431.0000.95134	232,133.19
Dept 431 Total:					550,383.19
Fund 037 Total:					550,383.19
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN12724	Civitas, Inc				
APMWB	Check	25387	Black Bay Master Plan	038-443.0000.94070	1,138.75
C291	Coeur d' Alene Press				
APMWB	Check	543123	Tullamore Sports Complex	038-443.0000.94165	98.11
		543123-06282022		038-443.0000.94165	134.14
T11390	T-O Engineers, Inc.				
APMWB	Check	190645-12492	Black Bay Surveying	038-443.0000.94070	442.50
Dept 443 Total:					1,813.50
Fund 038 Total:					1,813.50
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	125326	3rd Quarter Biosolids	650-463.0000.68360	220.00
		125084	3rd Quarter Lab Testing	650-463.0000.68360	320.00
A424	Anatek Labs, Inc.				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	2212785	BLM monitoring	650-463.0000.68360	330.00
				2212239	Burly pretreatment compliance monitoring mis	650-463.0000.68360	1,020.00
VEN03129	Barr Tech LLC	APMWB	Check	8156	Bio Solids Disposal per ton for the month of Jun	650-463.0000.62150	45,269.01
C064	Cascade Columbia Distribution	APMWB	Check	842191	Soda Ash Dense 50# Bag	650-463.0000.68025	846.25
C210	City of Post Falls	APMWB	Check	City Utilities July 202	54-0265-01	650-463.0000.65080	131.24
F070	Fire Safety Specialists	APMWB	Check	25215	Fire Extinguisher Maintenance - Split between	650-463.0000.63110	510.45
H030	Hach Company	APMWB	Check	13147142	PIPET TIP, FOR 19700-10 PK/250	650-463.0000.63400	74.13
				13142219	TNT, TOTAL PHOSPHORUS 50 TESTS	650-463.0000.63400	199.70
				13140180		650-463.0000.63400	299.55
				13134375	AMMONIA, TNT+, HR	650-463.0000.63400	312.92
				13153912	TENSETTE PIPET 1.0-10.0 ML	650-463.0000.63400	428.96
VEN02996	Idaho Department of Environmental Quality	APMWB	Check	22POT0056AN	FY2022 IPDES Permit Management	650-463.3215.68360	29,639.16
I2731	Inland Environmental Resources	APMWB	Check	2022-0975	mag 8/22	650-463.0000.63008	8,464.70
VEN14427	Pacific Northwest Clean Water	APMWB	Check	5323	Alyssa Gersdorf: Registration Package - Main	650-463.0000.64020	440.00
				5301	PNCWA Registration	650-463.0000.64020	685.00
R251	Serights Ace Hardware	APMWB	Check	333058/1	TIEDOWN CMO 10' 500# 2PK	650-463.0000.68025	17.09
				332755/1	CM CARTRIDGE FILTER 6GL+ - WWTP	650-463.0000.68025	20.89
				333009/1	Bug Fogger, Tire Tube Sealant - WWTP	650-463.0000.68025	55.78
VEN11958	Ultra-Lawn, LLC	APMWB	Check	80338	WRF Lawn Care for 2022	650-463.0000.62180	3,575.10
				80534	Inverness & Chisholm Lawn Care June 2022	650-463.0000.62180	153.00
U145	USABlue Book	APMWB	Check	029298	Flex Strainer 5/8" Dia 10", Pressure Switch for	650-463.0000.63400	184.95
				044428	Manning Input Cable Analog	650-463.0000.68025	50.00
W0226	Walter E Nelson Co	APMWB	Check	465820	Paper Towels-WWTP	650-463.0000.63400	193.47
				475443	towels/cleaner	650-463.0000.63400	355.71
Dept 463 Total:							93,797.06
Dept: 466 Wastewater - Collections							
A1395	Advanced Compressor & Hose Inc	APMWB	Check	88473	Gauge & Bushings - WWTP	650-466.0000.63006	32.44
C210	City of Post Falls	APMWB	Check	City Utilities July 202	54-0265-01	650-466.0000.65080	484.10
						650-466.0000.65081	949.76
N001	Napa Auto Parts	APMWB	Check	3688-176669	Tub O Towels 90ct WWTP	650-466.0000.63330	119.90
VEN14559	One Call Concepts, Inc	APMWB	Check	2075023	Utility locates invoice from One Call for July 20	650-466.0000.62320	478.92
P4900	Pumptech, Inc	APMWB	Check	0183123-IN	Diaphragm Replacement Kit, Fits Air Pumps AI	650-466.0000.68021	173.11
VEN14282	Reiner Pump Systems, Inc.	APMWB	Check	CRP117ID	EF 05W-2, 208-230V/1PH	650-466.0000.68021	1,152.75
VEN01248	United Crown Pump & Drilling	APMWB	Check	105163	Start Relay 1.5-3HP 230V Franklin E. Kiwanis I	650-466.0000.68021	183.60
Dept 466 Total:							3,574.58
Dept: 468 Wastewater - Surface Water							
C210	City of Post Falls	APMWB	Check	City Utilities July 202	54-0265-01	650-468.0000.65080	91.97
						650-468.0000.65081	7,701.32
C360	Consolidated Supply Co.						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	S010902214.001	Legend 104-707NL 1-1/2"	650-468.0000.68380	78.65
H1957	Horizon				
APMWB	Check	2S173368	irrigation valves	650-468.0000.68380	524.90
		2S172961	pipe fittings	650-468.0000.68380	6.02
VEN14427	Pacific Northwest Clean Water				
APMWB	Check	5285	Craig Borrenpohl: Registration Package - Main	650-468.0000.64020	440.00
R1913	Rockhound Landscape Supply				
APMWB	Check	7.22.2022	230 sq ft Sod - Stella	650-468.0000.68380	124.20
R251	Serights Ace Hardware				
APMWB	Check	333192/1	84E Chain Loop - WWTP	650-468.0000.68380	79.18
Z026	Ziegler Lumber Co #017				
APMWB	Check	183755	Screws, UC4A Brown Treated -WWTP	650-468.0000.68380	120.18
		217782	Pressure Reducing Valve, Galvanized Nipple	650-468.0000.68380	83.92
Dept 468 Total:					9,250.34

Fund 650 Total: 106,621.98

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

A293	Allwest Testing & Engin., LLC				
APMWB	Check	25678	Tertiary Upgrade Allwest July Invoice	651-463.3213.90015	4,914.25
P050	Panhandle Area Council				
APMWB	Check	27-PFLM	Tertiary Treatment PAC Invoice for July	651-463.3213.90015	1,871.00
Dept 463 Total:					6,785.25

Fund 651 Total: 6,785.25

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

VEN07815	LaRiviere, Inc				
APMWB	Check	App for Payment #1	Spokane & Prairie - Phase 2	652-463.3220.95520	150,534.64
		Pay App 2 6.7.22	Pay App 2 6.7.22 Spokane & Prairie	652-463.3220.95520	30,600.00
VEN14614	Strider Construction Co, Inc				
APMWB	Check	Ponderosa Lift Station	Ponderosa Lift Station - Strider Pay App #2	652-463.3214.95520	123,975.00
Dept 463 Total:					305,109.64

Fund 652 Total: 305,109.64

Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN07913	CANNON HILL				
APMWB	Check	33960	Wood Waste	700-461.0000.65050	120.00
C1161	CDA Garbage				
APMWB	Check	1551231	PF Festival Dumpsters Emptied	700-461.0000.65050	214.34
VEN02385	Prairie Transfer Station				
APMWB	Check	06-07640	Green Waste	700-461.0000.65050	12.35
		06-07432	Big Can Refuse Disposal	700-461.0000.65050	33.15
		06-17838	Yard waste (UF)	700-461.0000.65050	8.45
		06-16948	Wood waste (UF)	700-461.0000.65050	9.00
Dept 461 Total:					397.29

Fund 700 Total: 397.29

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC				
APMWB	Check	125009	Coliform Presence/Absence - Water	750-462.0000.68360	125.00
		125209		750-462.0000.68360	125.00
		125235		750-462.0000.68360	125.00
		124827		750-462.0000.68360	25.00
		125090		750-462.0000.68360	175.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	124153	Well 2 Testing	750-462.0000.68360	260.00
		124607	Copper/Lead Testing - Water	750-462.0000.68360	840.00
		124157	Well 2 Drinking Water/SOC FULL Testing	750-462.0000.68360	1,255.00
		124171	Well 8 Drinking Water/SOC FULL Testing	750-462.0000.68360	1,255.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	88499	Pressure Washer Gun, Black Ties - Water	750-462.0000.63280	89.69
		88527	Sample Port Parts - Water	750-462.0000.68360	876.30
VEN14124	Badger Meter, Inc.				
APMWB	Check	80104041	WATER - MONTHLY HOSTING SERVICE	750-462.0000.66012	29.10
VEN14467	CDA Redi Mix & Precast, Inc				
APMWB	Check	54797	ECO BLOCKS	750-462.0000.63280	195.00
C210	City of Post Falls				
APMWB	Check	City Utilities July 202	54-0265-01	750-462.0000.65004	436.66
C3090	Columbia Electric Supply				
APMWB	Check	1120-1009684	25W, 3400 LUMEN BULBS - Change Lights Or	750-462.0000.68010	375.00
H215	Core & Main LP				
APMWB	Check	R085104	Meter Pit & Galv Tee	750-462.0000.63280	1,400.27
		R136662	Bonnet Repair Kits	750-462.0000.63280	293.92
		R062569	Valve Box Risers - Water	750-462.0000.63280	625.00
		R105768	8x12 Rep Clamp	750-462.0000.63280	829.24
		Q939756	10 RM Gripring Grap	750-462.0000.63280	1,057.22
		R062521	PILOT BIT	750-462.0000.67020	142.11
F070	Fire Safety Specialists				
APMWB	Check	25215	Fire Extinguisher Maintenance - Split between	750-462.0000.63110	510.45
G098	Grainger				
APMWB	Check	9292677458	Black Marking Paint	750-462.0000.63280	62.16
		9292678233	Blue Marking Paint	750-462.0000.63280	221.04
		9376159464	COMBINATION PADLK,1 15/16 IN,RECTGLE,	750-462.0000.63280	127.36
		9310121257	Socket Bit Set 1/2"	750-462.0000.67090	433.71
		9318763514	Drum Spill Pallet	750-462.0000.68025	1,157.56
		9318763498	Spill Platform W/Drain	750-462.0000.68025	233.76
		9318763506		750-462.0000.68025	233.76
VEN09639	McHugh Bromley PLLC				
APMWB	Check	1000 3144	Water rights legal support for July 2022	750-462.0000.62010	132.50
N001	Napa Auto Parts				
APMWB	Check	3688-177117	Battery - Water	750-462.0000.67170	448.58
		3688-177198	Core Deposit - Water	750-462.0000.67170	-108.00
N0991	Norco Inc				
APMWB	Check	35485387	Eyewear Cleaning Wipes - Water	750-462.0000.63280	10.96
VEN14559	One Call Concepts, Inc				
APMWB	Check	2075023	Utility locates invoice from One Call for July 20	750-462.0000.62320	478.92
P180	Perfection Tire				
APMWB	Check	1043856	WATER - TRAILER TIRES	750-462.0000.67170	233.68
R251	Serights Ace Hardware				
APMWB	Check	333169/1	Shop Supplies - Water	750-462.0000.63280	51.07
		332778/1	LADDR 4' FG STEP 225# - Water	750-462.0000.63280	67.49
		332921/1	Shop Supplies - Water	750-462.0000.63280	85.37
		333568/1	WATER - SAMPLE PARTS	750-462.0000.68360	83.96
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240042585-00	SHOP NUTS AND BOLTS	750-462.0000.63280	248.71
		240042584-00	SHOP NUTS BOLTS	750-462.0000.63280	119.42
U145	USABlue Book				
APMWB	Check	052073	DECHLOR TABLETS	750-462.0000.63280	281.49
W180	Western States Equipment				
APMWB	Check	IN002084343	2500 watt Heater 120v	750-462.0000.68025	588.88

Dept 462 Total: 16,237.34

Fund 750 Total: 16,237.34

Report Total: 1,178,898.72



Fund	Account	Amount
001 - GENERAL FUND		
	001-415.0000.62000	101.31
	001-421.0000.62040	475.00
	001-421.0000.62370	100.00
	001-421.0000.63060	21.87
	001-421.0000.63210	235.27
	001-421.0000.64020	1,450.00
	001-421.0000.64030	7,752.33
	001-421.0000.65004	1,023.34
	001-421.0000.66043	1,012.00
	001-421.0000.67020	282.00
	001-421.0000.67100	2,050.63
	001-421.0000.67170	185.00
	001-421.0000.67190	889.96
	001-421.0000.67310	14,012.50
	001-421.0000.68030	387.00
	001-421.0000.80010	25,797.65
	001-421.4000.72000	1,769.63
	001-423.1153.68400	275.22
	001-424.0000.62040	120.00
	001-427.0000.64030	353.75
	001-431.0000.63000	84.93
	001-431.0000.63070	157.49
	001-431.0000.65004	555.12
	001-431.0000.68100	112.61
	001-431.0000.68110	1,935.67
	001-431.0000.68130	30,014.88
	001-431.0000.93010	3,583.95
	001-433.0000.63150	31.45
	001-433.0000.68010	44.02
	001-433.0000.68030	731.76
	001-434.0000.63011	775.30
	001-434.0000.63012	146.66
	001-434.0000.63160	480.99
	001-434.0000.67090	327.77
	001-434.0000.67170	431.68
	001-434.0000.67190	249.90
	001-434.0000.67210	872.29
	001-442.0000.63760	6,006.00
	001-442.0000.65004	2,574.43
	001-442.0000.67020	620.99
	001-442.0000.68160	23.60
	001-442.0000.68230	27.82
	001-443.0000.62040	11,500.00
	001-443.0000.63150	1,762.32
	001-443.0000.63260	4,072.11
	001-443.0000.64030	29.15
	001-443.0000.65004	15,801.62
	001-443.0000.65050	1,477.41
	001-443.0000.66190	217.94
	001-443.0000.67030	222.85
	001-443.0000.67050	3,899.68
	001-443.0000.67090	438.31
	001-443.0000.68111	10,305.44
	001-443.0000.68160	41.68
	001-443.0000.68170	332.10
	001-443.0000.68215	1,590.00

001-443.0000.68230	3,040.97
001-443.0000.68250	9.67
001-443.0000.91000	21,048.30
001-443.0000.94180	314.60
001-443.1658.62330	152.97
001-443.4000.72000	210.36
001-444.0000.94180	192.32
001-445.0000.62040	621.60
001-445.0000.63060	145.41
001-445.0000.63080	890.13
001-445.0000.63430	1,993.21
001-451.0000.62000	660.64
001-451.0000.63060	25.84
001-452.0000.66190	41.16
001-481.0000.68060	44.12
001-481.0000.68390	576.65
Fund 001 Total:	189,742.33
007 - DRUG SEIZURE PROGRAM	
007-425.1525.34242	384.00
Fund 007 Total:	384.00
023 - SPECIAL EVENTS	
023-446.1601.62001	254.20
023-446.1601.63000	1,130.00
023-446.1602.63000	40.00
Fund 023 Total:	1,424.20
037 - STREETS IMPACT FEES	
037-431.0000.95134	550,383.19
Fund 037 Total:	550,383.19
038 - PARKS IMPACT FEES	
038-443.0000.94070	1,581.25
038-443.0000.94165	232.25
Fund 038 Total:	1,813.50
650 - RECLAIMED WATER OPERATING	
650-463.0000.62150	45,269.01
650-463.0000.62180	3,728.10
650-463.0000.63008	8,464.70
650-463.0000.63110	510.45
650-463.0000.63400	2,049.39
650-463.0000.64020	1,125.00
650-463.0000.65080	131.24
650-463.0000.68025	990.01
650-463.0000.68360	1,890.00
650-463.3215.68360	29,639.16
650-466.0000.62320	478.92
650-466.0000.63006	32.44
650-466.0000.63330	119.90
650-466.0000.65080	484.10
650-466.0000.65081	949.76
650-466.0000.68021	1,509.46
650-468.0000.64020	440.00
650-468.0000.65080	91.97
650-468.0000.65081	7,701.32
650-468.0000.68380	1,017.05
Fund 650 Total:	106,621.98
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	6,785.25
Fund 651 Total:	6,785.25
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3214.95520	123,975.00
652-463.3220.95520	181,134.64
Fund 652 Total:	305,109.64
700 - SANITATION	
700-461.0000.65050	397.29
Fund 700 Total:	397.29
750 - WATER OPERATING	
750-462.0000.62010	132.50

750-462.0000.62320	478.92
750-462.0000.63110	510.45
750-462.0000.63280	5,765.41
750-462.0000.65004	436.66
750-462.0000.66012	29.10
750-462.0000.67020	142.11
750-462.0000.67090	433.71
750-462.0000.67170	574.26
750-462.0000.68010	375.00
750-462.0000.68025	2,213.96
750-462.0000.68360	5,145.26

Fund 750 Total:	16,237.34
Report Total:	1,178,898.72

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 08.17.22

8/3/2022	\$ 77.79	88724	AT&T- Long Distance	Pay Before Due Date	001-431.0000.65030
8/3/2022	\$ 13.88	88725	AT&T Mobility	Pay Before Due Date	650-466.0000.65030
8/3/2022	\$ 3,648.94	88726	AVISTA Utilities	Pay Before Due Date	Various
8/3/2022	\$ 105.00	88727	East Greenacres Irrigation	Pay Before Due Date	750-462.3317.33610
8/3/2022	\$ 5.94	88728	H & H Business Systems, Inc.	Pay Before Due Date	001-431.0000.63060
8/3/2022	\$ 3,206.85	88729	Kootenai County Solid Waste	Pay Before Due Date	Various
8/3/2022	\$ 636.51	88730	Kootenai Electric	Pay Before Due Date	Various
8/3/2022	\$ 464.79	88731	Level 3 Communications	Pay Before Due Date	Various
8/3/2022	\$ 2,423.69	88732	Level 3 Communications	Pay Before Due Date	Various
8/3/2022	\$ 501.32	88733	Ricoh USA Inc.	Pay Before Due Date	Various
8/3/2022	\$ 1,896.50	88734	Ross Point Water	Pay Before Due Date	Various
8/3/2022	\$ 134.98	88735	Time Warner Cable	Pay Before Due Date	001-443.0000.65030
8/3/2022	\$ 169.98	88736	Time Warner Cable	Pay Before Due Date	001-443.0000.65030
8/3/2022	\$ 139.98	88737	Time Warner Cable	Pay Before Due Date	001-412.0000.65040
8/3/2022	\$ 1.43	88738	Verizon Wireless	Pay Before Due Date	650-463.0000.65030
8/3/2022	\$ 195.22	88739	Verizon Wireless	Pay Before Due Date	001-443.0000.65030
8/3/2022	\$ 120.03	88740	Verizon Wireless	Pay Before Due Date	001-453.0000.65030
8/3/2022	\$ 514.39	88741	Verizon Wireless	Pay Before Due Date	Various
8/3/2022	\$ 120.03	88742	Verizon Wireless	Pay Before Due Date	001-424.0000.65030
8/3/2022	\$ 360.09	88743	Verizon Wireless	Pay Before Due Date	Various
8/3/2022	\$ 260.19	88744	Verizon Wireless	Pay Before Due Date	Various
8/3/2022	\$ 80.02	88745	Verizon Wireless	Pay Before Due Date	001-452.0000.65030
8/3/2022	\$ 122.00	88746	Zipty Fiber	Pay Before Due Date	008-426.0000.65031
8/3/2022	\$ 53.93	88747	Zipty Fiber	Pay Before Due Date	001-481.0000.68390
8/3/2022	\$ 303.20	88748	Zipty Fiber	Pay Before Due Date	001-421.0000.65030
8/3/2022	\$ 122.00	88749	Zipty Fiber	Pay Before Due Date	008-426.0000.65031
8/3/2022	\$ 122.00	88750	Zipty Fiber	Pay Before Due Date	008-426.0000.65031
8/3/2022	\$ 675.00	88751	Zipty Fiber	Pay Before Due Date	008-426.0000.65031
8/3/2022	\$ 122.00	88752	Zipty Fiber	Pay Before Due Date	008-426.0000.65031
8/3/2022	\$ 81.88	88753	Zipty Fiber	Pay Before Due Date	008-426.0000.65031
8/3/2022	\$ 83.11	88754	Zipty Fiber	Pay Before Due Date	001-445.0000.65030
8/3/2022	\$ 122.00	88755	Zipty Fiber	Pay Before Due Date	008-426.0000.65031
8/3/2022	\$ 122.00	88756	Zipty Fiber	Pay Before Due Date	008-426.0000.65031

\$ 17,006.67

MEMORANDUM

To: Mayor and Council Members
From: Jason Faulkner, Finance Director
Date: 07/29/2022
Subject: Cash and Investments

Agenda Item

Consent Calendar

Summary

The Finance Department is providing the cash and investment balances for each month to be in compliance with the following: Idaho Code 50-208, Idaho Code 50-708 and Idaho Code 57-135. Please let me know if you have any questions and the details are available upon request.

Recommended Action or Motion

Approve.

Fiscal Impact

None.

City of Post Falls
Cash and Investments
6/30/2022

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	64,535,699.27
LGIP Accts 1401-2302	33,100,464.55
<u>First Financial Equity Corporation</u>	
General Accts Investments	22,416,952.34
Contingency Accts	5,774,258.57
<u>Moreton Capital Investments</u>	
Moreton Securities	14,164,150.34
<u>Mountain West bank</u>	
Repurchase Sweep Account	16,413,878.14
Checking Account	75,000.62
<u>Cash on Hand</u>	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	185.00
Park	603.00
Planning and Zoning	150.00
Total	<u><u>\$ 156,482,416.83</u></u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS

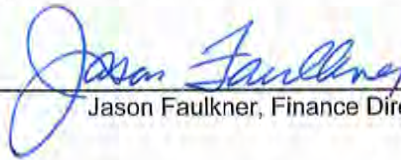


Jason Faulkner, Finance Director, City of Post Falls, Idaho

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
As Of 06/30/2022

FUND	BALANCE 05/31/2022	RECEIPTS	DISBURSEMENTS	BALANCE 06/30/2022
001 - GENERAL FUND	\$ 39,873,002.12	\$ 5,889,758.00	\$ 3,158,231.58	\$ 42,604,528.54
002 - COMPREHENSIVE LIABILITY	216,773.53	14,118.17	-	230,891.70
003 - PERSONNEL BENEFIT POOL	(319,163.31)	290,772.97	350,154.56	(378,544.90)
004 - STREET LIGHTS	128,338.30	54.15	-	128,392.45
007 - DRUG SEIZURE PROGRAM	154,457.18	735.82	-	155,193.00
008 - 911 SUPPORT	2,099,480.59	77,755.57	44,631.33	2,132,604.83
011 - FACILITY BUILDING RESERVE	1,946,563.80	30,000.31	-	1,976,564.11
017 - ANNEXATION FEES	3,363,710.74	24,427.23	4,166.67	3,383,971.30
023 - SPECIAL EVENTS	268,666.98	16,633.89	19,250.68	266,050.19
029 - CEMETERY CAPITAL IMPROVEMENT	301,005.46	12,007.02	-	313,012.48
035 - PUBLIC SAFETY IMPACT FEES	2,037,149.41	75,372.46	2,871.73	2,109,650.14
037 - STREETS IMPACT FEES	7,479,511.30	414,704.52	88,569.46	7,805,646.36
038 - PARKS IMPACT FEES	4,404,428.62	503,482.57	232,908.39	4,675,002.80
039 - STREETS CAPITAL PROJECTS	20,770.72	8.76	-	20,779.48
402 - LID 99-1	(30,979.88)	-	-	(30,979.88)
410 - LID 2004	(96,620.50)	140.50	-	(96,480.00)
450 - LID GUARANTEE	17,336.79	7.32	-	17,344.11
650 - RECLAIMED WATER OPERATING	38,953,986.44	1,297,770.34	1,208,853.92	39,042,902.86
651 - RECLAIMED WATER CAPITAL - WWTP	18,872,302.41	971,446.46	1,532,190.43	18,311,558.44
652 - RECLAIMED WATER CAPITAL - COLLECTOR	6,917,516.26	1,154,535.06	37,602.10	8,034,449.22
700 - SANITATION	1,066,192.14	322,710.73	333,636.15	1,055,266.72
750 - WATER OPERATING	19,676,380.57	300,271.10	275,821.47	19,700,830.20
753 - WATER CAPITAL	4,752,831.18	286,686.50	15,735.00	5,023,782.68
GRAND TOTAL:	\$ 152,103,640.85	\$ 11,683,399.45	\$ 7,304,623.47	\$ 156,482,416.83

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Jason Faulkner, Finance Director, City of Post Falls, Idaho

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED June 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 97,542.00	\$ 94,514.53	96.9%
	Personnel	<u>103,412.46</u>	<u>74,483.48</u>	72.0%
		200,954.46	168,998.01	84.1%
412 - INFORMATION SYSTEMS	Operating	114,868.00	93,807.10	81.7%
	Capital	-	-	0.0%
	Personnel	<u>302,007.25</u>	<u>221,398.68</u>	73.3%
		416,875.25	315,205.78	75.6%
413 - GENERAL SERVICES	Operating	14,950.00	10,049.89	67.2%
	Personnel	<u>262,043.22</u>	<u>193,245.45</u>	73.7%
		276,993.22	203,295.34	73.4%
414 - FINANCE	Operating	238,893.00	280,182.05	117.3%
	Personnel	<u>567,328.98</u>	<u>418,458.98</u>	73.8%
		806,221.98	698,641.03	86.7%
415 - CITY CLERK	Operating	10,450.00	9,182.24	87.9%
	Capital	-	-	0.0%
	Personnel	<u>72,137.91</u>	<u>53,693.00</u>	74.4%
		82,587.91	62,875.24	76.1%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	2,270.84	31.5%
	Capital	-	-	0.0%
	Personnel	<u>133,622.19</u>	<u>97,039.12</u>	72.6%
		140,822.19	99,309.96	70.5%
418 - HUMAN RESOURCES	Operating	7,950.00	5,614.49	70.6%
	Personnel	<u>239,077.70</u>	<u>178,201.89</u>	74.5%
		247,027.70	183,816.38	74.4%
419 - LIBRARY	Operating	<u>-</u>	<u>-</u>	
		-	-	
421 - POLICE	Operating	646,105.48	644,902.97	99.8%
	Capital	186,000.00	430,516.31	231.5%
	Personnel	<u>6,507,818.65</u>	<u>4,294,012.59</u>	66.0%
		7,339,924.13	5,369,431.87	73.2%
423 - OASIS	Operating	4,000.00	35,911.81	897.8%
	Personnel	<u>124,978.71</u>	<u>106,217.18</u>	85.0%
		128,978.71	142,128.99	110.2%
424 - LEGAL (PROSECUTING)	Operating	56,750.00	34,862.47	61.4%
	Capital	25,000.00	-	0.0%
	Personnel	<u>736,149.10</u>	<u>540,781.12</u>	73.5%
		817,899.10	575,643.59	70.4%
427 - ANIMAL CONTROL	Operating	17,250.00	9,483.53	55.0%
	Personnel	<u>162,597.58</u>	<u>121,456.80</u>	74.7%
		179,847.58	130,940.33	72.8%
431 - STREETS	Operating	1,987,099.30	633,872.66	31.9%
	Capital	235,000.00	148,590.86	0.0%
	Personnel	<u>1,074,995.66</u>	<u>774,120.75</u>	72.0%
		3,297,094.96	1,556,584.27	47.2%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED June 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	6,267.03	70.8%
		<u>8,850.00</u>	<u>6,267.03</u>	70.8%
433 - FACILITY MAINTENANCE	Operating	33,650.00	23,229.88	69.0%
	Capital	2,000.00	-	0.0%
	Personnel	<u>269,505.65</u>	<u>176,575.95</u>	65.5%
		305,155.65	199,805.83	65.5%
434 - FLEET MAINTENANCE	Operating	165,812.00	158,713.18	95.7%
	Capital	690,000.00	306,396.62	44.4%
	Personnel	<u>363,300.47</u>	<u>260,097.64</u>	71.6%
		1,219,112.47	725,207.44	59.5%
435 - GIS	Operating	44,734.00	38,403.87	85.8%
	Personnel	<u>167,995.10</u>	<u>121,848.92</u>	72.5%
		212,729.10	160,252.79	75.3%
441 - URBAN FORESTRY	Operating	45,530.00	38,650.34	84.9%
	Capital	151,300.00	50,240.80	0.0%
	Personnel	<u>184,150.59</u>	<u>91,612.11</u>	49.7%
		380,980.59	180,503.25	47.4%
442 - CEMETERY	Operating	109,395.00	88,543.45	80.9%
	Capital	16,650.00	-	0.0%
	Personnel	<u>164,263.17</u>	<u>123,039.67</u>	74.9%
		290,308.17	211,583.12	72.9%
443 - PARKS	Operating	690,894.74	391,265.85	56.6%
	Capital	545,700.00	188,921.38	0.0%
	Personnel	<u>1,116,114.64</u>	<u>752,076.33</u>	67.4%
		2,352,709.38	1,332,263.56	56.6%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>893,000.00</u>	<u>332,544.75</u>	37.2%
		893,000.00	332,544.75	37.2%
445 - RECREATION	Operating	199,199.00	141,277.69	70.9%
	Personnel	<u>859,831.75</u>	<u>462,274.38</u>	53.8%
		1,059,030.75	603,552.07	57.0%
451 - PLANNING & ZONING	Operating	36,519.00	27,220.92	74.5%
	Personnel	<u>303,384.37</u>	<u>222,860.58</u>	73.5%
		339,903.37	250,081.50	73.6%
452 - BUILDING INSPECTOR	Operating	29,750.00	21,965.39	73.8%
	Personnel	<u>618,701.99</u>	<u>456,837.14</u>	73.8%
		648,451.99	478,802.53	73.8%
453 - ENGINEERING	Operating	40,800.00	46,303.09	113.5%
	Capital	-	-	0.0%
	Personnel	<u>651,766.84</u>	<u>434,939.22</u>	66.7%
		692,566.84	481,242.31	69.5%

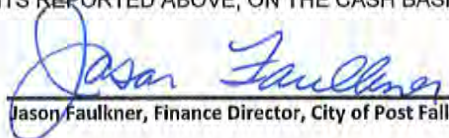
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED June 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	9,680.00	59,262.46	612.2%
	Personnel	<u>195,131.63</u>	<u>145,991.80</u>	74.8%
		204,811.63	205,254.26	100.2%
465 - STREET LIGHTS	Operating	<u>620,000.00</u>	<u>419,508.90</u>	67.7%
		620,000.00	419,508.90	67.7%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,826,447.92	368,087.63	20.2%
	Capital	<u>580,000.00</u>	<u>25,527.00</u>	0.0%
		2,406,447.92	393,614.63	16.4%
482 - PERSONNEL POOL	Operating	3,300,000.00	2,475,000.00	75.0%
	Personnel	<u>263,212.33</u>	<u>19,027.92</u>	7.2%
		3,563,212.33	2,494,027.92	70.0%
497 - TRANSFERS OUT	Operating	<u>375,000.00</u>	<u>281,250.00</u>	75.0%
		375,000.00	281,250.00	75.0%
TOTAL GENERAL FUND		<u>29,507,497.38</u>	<u>18,262,632.68</u>	61.9%
002 - INSURANCE FUND	Operating	<u>338,249.38</u>	<u>274,631.00</u>	81.2%
		338,249.38	274,631.00	81.2%
003 - PERSONNEL FUND	Operating	112,152.00	89,013.56	79.4%
	Capital	-	-	0.0%
	Personnel	<u>4,448,700.00</u>	<u>2,834,604.17</u>	63.7%
		4,560,852.00	2,923,617.73	64.1%
007 - DRUG SEIZURE FUND	Operating	<u>135,000.00</u>	<u>17,647.99</u>	13.1%
		135,000.00	17,647.99	13.1%
008 - 911 FUND	Operating	452,763.74	46,028.21	10.2%
	Capital	-	17,193.88	0.0%
	Personnel	<u>74,742.80</u>	<u>48,858.03</u>	65.4%
		527,506.54	112,080.12	21.2%
011 - FACILITY BUILDING RESERVE FUND	Operating	1,807,000.00	-	0.0%
	Capital	<u>-</u>	<u>-</u>	0.0%
		1,807,000.00	-	0.0%
017 - ANNEXATION FUND	Operating	1,900,000.00	64,372.00	3.4%
	Capital	<u>1,000,000.00</u>	<u>-</u>	0.0%
		2,900,000.00	64,372.00	2.2%
023 - SPECIAL EVENTS FUND	Operating	<u>46,248.00</u>	<u>18,269.44</u>	39.5%
		46,248.00	18,269.44	39.5%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	<u>-</u>	<u>-</u>	0.0%
		202,500.00	-	0.0%
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,463,000.00	25,845.57	1.8%
	Capital	<u>-</u>	<u>-</u>	0.0%
		1,463,000.00	25,845.57	1.8%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED June 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	475,000.00	-	0.0%
	Capital	24,720,984.00	2,398,193.46	
		<u>25,195,984.00</u>	<u>2,398,193.46</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,885,000.00	-	0.0%
	Capital	2,375,000.00	840,389.79	35.4%
		<u>4,260,000.00</u>	<u>840,389.79</u>	19.7%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
410 - LID 2004	Operating	528,000.00	-	0.0%
		<u>528,000.00</u>	<u>-</u>	0.0%
450 - LID GUARANTEE FUND	Operating	150.00	112.50	75.0%
		<u>150.00</u>	<u>112.50</u>	75.0%
650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface	Operating	11,305,311.52	27,276,549.46	241.3%
	Capital	215,000.00	-	0.0%
	Personnel	1,853,787.83	1,236,307.92	66.7%
		<u>13,374,099.35</u>	<u>28,512,857.38</u>	213.2%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	923,389.00	639,897.88	69.3%
	Capital	22,620,000.00	8,124,571.88	35.9%
		<u>23,543,389.00</u>	<u>8,764,469.76</u>	37.2%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	1,800,000.00	858,303.48	47.7%
		<u>1,800,000.00</u>	<u>858,303.48</u>	47.7%
700 - SANITATION FUND	Operating	3,553,481.24	2,655,878.27	74.7%
		<u>3,553,481.24</u>	<u>2,655,878.27</u>	74.7%
750 - WATER OPERATING FUND	Operating	1,943,076.31	1,246,614.70	64.2%
	Capital	424,316.00	113,097.72	
	Personnel	720,293.80	533,511.36	74.1%
		<u>3,087,686.11</u>	<u>1,893,223.78</u>	61.3%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	1,100,000.00	91,058.88	8.3%
		<u>1,100,000.00</u>	<u>91,058.88</u>	8.3%
GRAND TOTAL		<u>\$ 117,930,643.00</u>	<u>\$ 67,713,583.83</u>	57.4%

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


Jason Faulkner, Finance Director, City of Post Falls, Idaho.

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 8/16/2022

DATE: 8/9/2022 2:53 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Douglass Annexation Legislative Decision File No. ANNX-0002-2022

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the legislative decision for the Douglass Annexation.

DISCUSSION:

The applicant, (Douglass Properties LLC) have requested to annex approximately 9.63 acres with the Community Commercial Services (CCS) zoning designation. The general location of proposed annexation is on the northwest corner of Early Dawn Ave. and Zorros Rd.

On May 10, 2022, a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and receiving public testimony the Commission recommended approval of the Community Commercial Services (CCS) zoning designation. After City Council heard the record and public testimony they moved to deny the annexation request on June 19, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Denial

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**DOUGLASS PROPERTIES ANNEXATION
File No. ANNX-0002-2022**

City Council Legislative Decision

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers, Inc on behalf of Douglass Properties LLC

LOCATION: On the northwest corner of Early Dawn Ave. and Zorros Rd.

REQUEST: Annex Approx. 9.63 acres with CCS Zoning.

B. DECISION:

Following a public hearing on March 15, 2022, the Post Falls City Council determined that annexation is not appropriate at this time. The City Council may consider annexing the property in the future. Because the City Council is denying annexation of the property at this time, the City Council does not render a decision on what the property should be zoned if annexed into the City.

Date

Mayor

Attest

NOTICE OF RIGHTS:

THIS DECISION IS NOT APPEALABLE. THE APPLICANT MAY REAPPLY FOR ANNEXATION IN THE FUTURE.

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 8/16/2022

DATE: 8/9/2022 2:55 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: The Pointe Zone Change Reasoned Decision File No. RZNE-0001-2022

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the Reasoned Decision for The Pointe Zone Change.

DISCUSSION:

The applicant (Wadsworth Development Group) has requested a Zone Change on approximately 56.1 acres from Industrial (I) and Community Commercial Services (CCS) to the Community Commercial Mixed (CCM) zoning designation. The proposal is generally located west of Baugh Way, north I-90, and south of Seltice Way.

On May 25, 2022, a public hearing was held before the Planning and Zoning Commission. After receiving the staff report and public testimony, the Commission recommended approval of the zone change from Industrial (I) and Community Commercial Services (CCS) to Community Commercial Mixed (CCM) zoning designation. City Council approved the zone change on July 5, 2022 after hearing the staff report and public testimony.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approval

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

The Pointe Zone Change File No. RZNE-0001-2022

City Council

Reasoned Decision

A. INTRODUCTION:

APPLICANT: Wadsworth Development Group

LOCATION: General location is west of Baugh Way, north of I-90, and south of Seltice Way.

REQUEST: Rezone approximately 54.1 acres from Industrial (I) to Community Commercial Mixed (CCM).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-5 Title Report
4. S-1 Vicinity Map
5. S-2 Zoning Map
6. S-3 Future Land Use Map
7. S-4 Proposed Draft Development Agreement
8. PA-1 PFPD Comments
9. PA-2 KCFR Comments
10. PA-3 DEQ Comments
11. PC-1 Burd Comments
12. PC-2 Schreiber Comments
13. PC-3 Flippen Comments
14. PC-4 Kienbaum Comments
15. S-5 P&Z Staff Report
16. S-4 Signed Zoning Development Agreement
17. S-6 Signed Minutes 5-25-2022
18. S-7 Signed Zoning Recommendation
19. PC-5 Jacklin Comments
20. PC-6 McCone Comments
21. Testimony at the public hearing on July 5, 2022 including:

Jon Manley, City Planning Manager

Mr. Manley presented the staff report and noted that the applicant is requesting that the City rezone approximately 54.1 acres from Industrial (I) zoning to the Community Commercial

Mixed (CCM) zoning district. He noted that the CCM zoning district requires that the applicant enter into a development agreement with the City governing the development of the site. Mr. Manley testified that the site is located west of Wal-Mart and east of Cabela's north of 1-90 and west of Baugh Way along Pointe Parkway. He noted that in 2008 a commercial site plan for the area was approved creating 3 unused large anchor pads on the site. He indicated that since 2008 there has been a significant change in the development of commercial properties with on-line shopping changing the needed commercial spaces to smaller neighborhood commercial sites. He testified that the applicant recently submitted a preliminary subdivision to create smaller commercial pad sites, which will include an internal road system connecting the pad sites. Mr. Manley noted that the CCS zone is not a mixed use zone, which allows a mix of multi-family residential (up to 50%) and commercial uses. He testified that the draft development agreement allows for 28.5% of the site (15.4 acres) to be used for multi-family residential uses. He indicated that the applicant had also looked at options using 30.5% (16.5 acres) and 36.1% (19.5 acres) for multi-family development.

Joseph Powell, Applicant (Wadsworth Group)

Mr. Powell testified that they are requesting a rezoned to the CCM zone to allow for the development of a community and atmosphere in an area that has been vacant for some time. He noted that Wadsworth Development Group purchased the property in 2013. In 2013, Cabela's and Wal-Mart were constructed with the West Pointe Parkway and part of Baugh Way completed. He noted that the prior developer agreed to use restrictions for the bulk of the site with Wal-Mart and Cabela's that limits the types of uses that can be built on the site. He testified that since acquiring the property, they have constructed several internal public roads, upgraded utilities, strategically sold pads to developers and tenants, and master planned a mixed-use development. He indicated that even with the additional road and infrastructure improvements, the area still faces development challenges because of the current industrial zoning, which has deterred retail and other commercial businesses throughout the years. He noted that the current zoning is out of line with the City's Comprehensive Plan for the area. He testified that the proposed zone would help to achieve the City's goals and create areas for residents to live and work. In rebuttal, Mr. Powell testified that one of the drivers of increasing rent is the lack of supply. He additionally, noted that apartments in this area will not affect other neighborhoods and access will primarily be from the freeway.

Ron Wu

Mr. Wu testified on behalf of Redtail Multi-Family Land Development. He indicated that Redtail has partnered with Wadsworth on the proposed 19- acre multi-family development area. He noted that their vision is for a pedestrian friendly apartment complex with 270 units that will be set behind 3 acres of commercial uses that front along Pointe Parkway. The residential structures would be a mix of 1 to 3 story apartment buildings as well as townhome style units. He testified that the residential uses would help to support both the existing and planned commercial uses by having rooftops in walking distance to the commercial uses. He noted that they have modeled this proposal on the Kensington development in Boise.

Matt Dean

Mr. Dean testified on behalf of Wal-Mart Stores Inc. noting that he is a Sr. Portfolio Manager with management and oversight of stores covering the majority of the West Coast including Idaho. He testified that a primary driver of economic activity and community vibrancy is affordable housing options. He noted that the CCM zone promotes increased and affordable housing options. He testified that the City of Post Falls has experienced extraordinary growth over the last several years, which has brought an unprecedented increase in housing costs. Along with additional housing options, he testified that this zone change will change the Pointe from a purely retail destination to a place where people can live, shop, and work. He noted that they believe that the requested zone change will be beneficial to all stakeholders at the Pointe, as well as the City of Post Falls.

Steven Krajewski

Mr. Krajewski testified that Bass Pro Shop/Cabela's supports the zone change.

Samantha Steigleder

Ms. Steigleder testified that adding more residences will increase traffic and will only be beneficial to the residents who live there. She testified that this will not create a sense of community and questioned why anyone would want to walk to places. She indicated that wants to walk to parks but not to shopping.

Howard Burns

Mr. Burns testified about other apartment projects approved in the area and indicated that the applicant should have requested R-3 zoning for the residential areas rather than CCM. He indicated that it's not the City's obligation to "bail out" the developer. He testified that there should be a height limit and affordable rents.

Tammy Bramer

Ms. Bramer testified that apartments are not solving the housing problem in this community. She noted that apartments do not maintain a small town charm and that apartments are not a community. She indicated that commercial increases traffic and that there are very few single- family homes for rent.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

Based on the staff report, the City Council finds that the Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial. CCM is listed in the Comprehensive Plan as one of the implementing zoning districts for this designation.

Further, the current industrial zone is not an implementing zoning district for this designation. The Comprehensive Plan also places this area in the Riverbend Focus Area that notes this area is a developing mixed use center that contemplates the potential for more residential uses in addition to businesses, hotels, and entertainment establishments. There was no evidence to the contrary. Given that, the Council finds that the proposed CCM zone is consistent with the Future Land Use Map.

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 staff report, the City Council finds that the requested zone change is consistent with the goals and policies contained in the comprehensive plan. Specifically, the following goals/policies support application of the CCM zone:

Goal:

Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health (G.1).

Based on the testimony of the applicant and Mr. Wu and Mr. Dean, the Council finds that adding mixed use zoning around the existing commercial uses will provide not only needed housing but will create a supportive environment for the commercial uses in the area, which, in turn, helps to provide a balanced, resilient economy.

Policy:

[P.01] Support land use patterns that:

- *Promote compatible, well-designed development.*

Based on the testimony of Jon Manley and the applicant, the Council finds that the requested zone change will allow for the continued growth of commercial uses that have been inhibited by the current industrial zoning that is no longer consistent with the comprehensive plan or with the existing commercial uses. Additionally, the Council finds that the provision of a limited amount of residential close to the commercial uses will support the commercial uses and allow the residences to access the commercial services without needing to drive.

[P.3] Encourage development patterns that provide suitably scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.

While there was testimony from one person questioning why anyone would want to walk to shopping, many people choose to walk to shopping or have limited transportation options making the ability to walk to shopping critical. The Comprehensive Plan recognizes this reality and establishes a goal of providing walkable areas with services within walking distance of residential areas. The Council finds that the requested zone change and development agreement will allow the development of exactly that type of walkable area.

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 I-90 with additional access from Seltice Way (Principal Arterial). Additionally, the staff report notes that the requested zoning is generally consistent with the anticipated land uses within the City's Transportation Master Plan. Further, the development agreement requires the applicant to complete a traffic study and address any needed mitigation prior to certificates of occupancy being issued. Based on that, the City Council finds the requested zone change consistent with this criterion. While there was some testimony about the development increasing traffic in general, there was no testimony rebutting the information in the staff report or the annexation agreement. As such, we discount that testimony as less persuasive.

Water and Sanitary Sewer:

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 service the property at the requested zoning.

Water Service is provided by The City of Post Falls.

There was no contrary testimony or other evidence. Based on that, the Council finds that the request is consistent with this criterion.

Compatibility with Existing Development and Future Uses:

Based on the testimony Steven Krajewski and Matt Dean, who represented the two major uses in the area, the Council finds that the requested zoning is consistent with existing uses in the area. Both testified in support of the application noting that the change will be beneficial to the area.

Future Land Use Designation/Community Plans:

Based on the staff report, the City Council finds that the Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial. CCM is listed in the Comprehensive Plan as one of the implementing zoning districts for this designation. Further, the current industrial zone is not an implementing zoning district for this designation. The Comprehensive Plan also places this area in the Riverbend Focus Area that notes this area is a developing mixed use center that contemplates the potential for more residential uses in addition to businesses, hotels, and entertainment establishments. There was no evidence to the contrary. Given that, the Council finds that the proposed CCM zone is consistent with the Future Land Use Map. There is no other community plan applicable to this area.

Geographic/Natural Features:

Based on the staff report, The 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.

As noted above, the property is located along the I-90 freeway and has access from another principal arterial. As such, the Council finds that the requested zone is consistent with this criterion.

- 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 that this criterion is 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 the request, as Industrial zoning is not being requested as part of this consideration.

D. DECISION OF THE CITY COUNCIL:

File No. RZNE-0001-2022: Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council hereby approves the requested zone change from Industrial (I) zoning to Community Commercial Mixed (CCM) zoning as requested by the applicant contingent on the applicant complying with the requirements of the development agreement between the applicant and the City.

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.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: AUGUST 16TH, 2022**

DATE: AUGUST 9TH, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
SUBJECT: STONE'S THROW SUBDIVISION CONSTRUCTION IMPROVEMENT AGREEMENT

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject subdivision.

DISCUSSION: This Agreement reflects the construction phase of the Stone's Throw Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 17-lot subdivision, with the application for plat submitted by Northern Lights Development, LLC.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: N/A

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the Construction Improvement Agreement is available in the Community Development office for review.

CITY OF POST FALLS
408 SPOKANE STREET
POST FALLS, IDAHO 83854

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Northern Lights Development, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20__, respecting the development of **Stone's Throw**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

I, **Michael Fitzgerald**, execute this Agreement as the Developer with full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of project review by the City of Post Falls, as applicable. It is understood that the person(s) who execute this Agreement on behalf of the Developer does so in the capacity of Owner, and that they represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER

Michael Fitzgerald
Northern Lights Development, LLC
179 E. Wilbur Avenue
Dalton Gardens, ID 83815

CITY

Ronald Jacobson, Mayor
City of Post Falls
408 Spokane Street
Post Falls, Idaho 83854
(208) 773-3511

WHEREAS, no construction of public improvements shall be allowed until plans are approved by the City Engineer as authorized by the City Council, as appropriate, until Engineering inspection and other fees indicated herein are pre-paid in full, until this Construction Improvement Agreement has been approved by City Council, Mayor or City Engineer, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided; and

WHEREAS, Title 17, Subdivisions, of the Post Falls City Code requires certain common improvements to be provided by the Owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, subdivisions and their inclusive lots must be provided with survey monuments, street surfacing, curbs and gutters, drainage systems, sidewalks, street name signs, street lighting, public water supply, fire hydrants and sanitary sewer system, among others; and

WHEREAS, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded or adequate surety provided; and no Certificates of Occupancy will be issued until the plat has been recorded and all improvements necessary for public health and safety are constructed and

substantially complete. Said requirement shall not prohibit construction of a pre-approved model home or other demonstration project provided that it is not intended for sale or occupancy before all subdivision improvements are substantially complete and adequate life safety measures are addressed; and

WHEREAS, the Owner is deemed to have satisfied the requirements for the plat to be recorded when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

WHEREAS, the City of Post Falls has adopted site development standards which require work in the public rights of way in order to complete site development work on projects to comply with the City's Subdivision Ordinance; and

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City's deliberative bodies, the parties agree as follows:

The real property which is the subject of this Agreement (hereinafter the "Property") is located in the City of Post Falls and is described as set forth on Attachment A which is incorporated herein by reference: (Legal Description of External Boundaries of Lands Subject to Development Agreement).

The Developer seeks the City's agreement to enter into a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of this Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls: utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements in accordance with the requirements of ordinances of the City of Post Falls. Evidence any required surety at the time of execution of this Agreement shall be attached hereto and be labeled Attachment D.

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this Article applies to every part of this Agreement.

1.02 PERMITS, LAWS, AND FEES

The Developer shall acquire and maintain in good standing all permits, licenses, platting approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated. Applicable fees shall be required by Post Falls Municipal Code and resolutions adopted by the City Council implementing Code requirements.

1.03 RELATIONSHIP OF PARTIES

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer, or any contractor or subcontractor of the Developer, be deemed an agent, employee, or partner of the City, nor otherwise associated with the City other than, in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.04 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and City. Engineer's duties include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 DEVELOPER'S RESPONSIBILITY

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of this Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof. The Developer shall notify all contractors, subcontractors, or agents providing professional services of conditions and requirements of this agreement.

1.06 ALLOCATION OF LIABILITY

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to

control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The required evidence of insurance shall be attached hereto as Attachment E.

1.07 DISCLAIMER OF WARRANTY

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.08 NON-DISCRIMINATION

- A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.
- B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.

1.09 COST OF DOCUMENTS

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense, free of copyright.

1.10 PUBLIC UTILITIES

- A. Any public utility service contemplated by this Agreement shall be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.
- B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the city or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.
- C. The Developer shall bear all cost associated with the installation of all Public Utilities, including street lights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.
- D. The Developer shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property

owner which the developer connects to the City sewer or water system as part of the installation of the public improvement.

- E. The Developer shall be responsible to pay the cost of operation of the street lights within the development for a period of one year. The Developer shall pay to the City, at the time of execution of this Agreement the anticipated cost of the operation of the street lights within the development for one year, as determined by the City.

1.11 TIME IS OF THE ESSENCE

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

1.12 ASSIGNMENTS

- A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.
- B. The Developer may assign its interest or delegate its duties under this Agreement:
 - 1. To the extent that applicable codes require that assignments of contract rights be allowed;
 - 2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;
 - 3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 DEFAULT – CITY’S REMEDIES

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
 - 2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or

freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default and the Developer fails to correct the failure within that time period.
 4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.
- B. Upon a declaration of default, and failure to cure under Section 1.13, the City may do any one or more of the following:
1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13,A.4.
 2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
 3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 INTERPRETATION

- A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as

binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.

B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:

1. Documents, appendixes, or sections titled "Special Provisions".
2. Article II of this Agreement, titled "IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES" and Article III of this Agreement titled "FINAL ACCEPTANCE OF IMPROVEMENTS".
3. Article I of this Agreement titled "GENERAL PROVISIONS".
4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

The Design Standards of the City of Post Falls, Idaho, Standards for Public Works Construction and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.17 AMENDMENT

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.18 JURISDICTION – CHOICE OF LAW

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Kootenai County. The law of the State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 SEVERABILITY

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a Court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

1.20 INTEGRATION

This instrument, including Appendixes and any writings incorporated by reference herein, embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether written or oral, between the parties hereto.

1.21 DEFINITIONS

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.
- B. "City Improvements" means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. "Private Utility Improvement" means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner's association.
- D. "City", for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.
- E. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- F. "Final Acceptance" by the City means that the City is satisfied that all improvements required by this Agreement and Titles 17 and 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 APPROVALS AND CONSENTS

Wherever in the Agreement consents or approvals of either party are required, they shall not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

1.23 ATTORNEY FEES – MEET AND CONFER

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party, which refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

Developer shall be solely responsible for all platting of the property.

2.02 PERFORMANCE GUARANTY

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.02.D.1, 2.02.D.2, or 2.02.D.3. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.
- B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way commencing and prior to the Developer providing a guaranty for the purposes of recording the plat. The purpose of this guaranty is to allow the City remedy under Section 1.13.
- C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:

"This type of surety is for an initial term that expires on _____. This type of surety shall automatically be extended without amendment for one year from the present or any future expiration date unless the company issuing the surety notifies the beneficiary in writing sent certified mail, return receipt requested, or by personal service, at least sixty (60) days prior to any expiration date that this surety will not be renewed.

1. PERFORMANCE BOND - The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.
2. ESCROW - The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

3. LETTER OF CREDIT - The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.
- E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.
 - F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:
 1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.
 2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until approval by all other agencies as required to construct the required improvements have been obtained and this Agreement has been completed and signed by the Developer and the City and all Engineering Inspection Fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Engineering Inspection Fee Summary.

2.04 ENGINEER

- A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.
- B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.05 PLANS AND SPECIFICATIONS

- A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.

- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. The City will endeavor to provide a complete and thorough review of all plans and specifications; however, ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.06 QUALITY CONTROL PROGRAM

The Developer's Engineer of Record shall follow the City's project certification and quality control program when performing their duties to provide for certification of the construction work. The Engineer of Record shall be responsible, in charge of the quality control / inspection activities.

2.07 WORK SCHEDULE

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.
- B. The construction schedule shall indicate the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.
- C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.
- D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.

2.08 MATERIALS

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the

responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.09 GENERAL STANDARDS OF WORKMANSHIP

- A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants, and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091 instead of installing them. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.
- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.

2.10 PLACEMENT OF UTILITIES

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement. The City Engineer shall approve the alignment of City and private utilities.

2.11 WORK IN RIGHTS-OF-WAY

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall co-ordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform. The Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience towards the public.

2.12 SURVEYOR

A person licensed as a professional land surveyor under the laws of the State of Idaho shall make all land surveys required for the completion of improvements under this Agreement.

2.13 REQUIRED REPORTING

- A. Quality Control

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

- B. Construction Progress
If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.
- C. Surveys
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.
- D. Well Logs/Test Hole Logs
The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.
- E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.
- F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data as indicated within the City's Engineering Project Certification and Quality Control provision.

2.14 PROGRESS PAYMENTS

The Developer shall hold the City harmless against any claims made by Developer's contractors.

2.15 OBSERVANCE

- A. The Engineer of Record or their representatives shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.
- B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.13A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.13, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps

which the City deems necessary to determine whether the work conforms to this Agreement.

- D. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.16 STOP WORK ORDERS

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.
- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformity's will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Post Falls, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issues a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.17 ACCESS

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

2.18 MAINTENANCE

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all road improvements within the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement. If the Developer fails to maintain the road improvements, the City may either contract for the maintenance to be completed, or complete the maintenance by City forces and charge the Developer for all associated costs, including administration fees.
- B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

- A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.
- C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the City or other responsible public agency or have been completed as required by this Agreement.

2.20 TIME

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and attached as an Appendix to this Agreement.

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Section 3.02 through 3.05 have been met.

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

- A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.
- B. No later than sixty (60) days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide to the City as-built drawings in accordance with current City Engineer's Drawing Submittal Standards. The as-built drawings shall be certified by a professional engineer licensed under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.13F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

Prior to final acceptance, the Developer shall certify that all contractors and vendors have been paid and no liens or other claims have been recorded, and that he knows of no intent to file a claim or lien against the property, the improvement, the City or private utility improvements.

3.05 CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY

The Developer shall convey to the City any easement, rights-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.

- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.
- E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Post Falls City Council a recommendation for final acceptance of the improvements.

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

- A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.
- B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.08 DEVELOPER'S WARRANTY

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year, except for sewer systems which shall be warranted until such time as the number of active users on the system reaches twenty percent (20%) of the approved user design capacity, but not less than one (1) year or longer than three (3) years. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon the satisfaction and final acceptance of all improvements.
- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 WARRANTY GUARANTY

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under Section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Section 2.02, determined by the following table:

<u>Actual Cost of All Improvements</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000.00	10.0%
\$500,000.00 - \$1,000,000.00	7.5%
Over \$1,000,000.00	5.0%

3.10 CITY'S REMEDIES UNDER WARRANTY

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.
- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 CONDITIONS OF REIMBURSEMENT

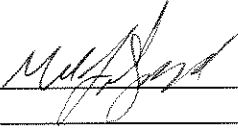
- A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement. Reimbursement shall be limited to that work described herein.
- B. Any reimbursement shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds, nor shall such delay constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF POST FALLS

DEVELOPER


BY: _____
Ronald Jacobson, Mayor

BY:  _____

ATTEST:

Shannon Howard - City Clerk

WITNESS:



Print Name:

- ATTACHMENT A: PROPERTY DESCRIPTION
- ATTACHMENT B: DESCRIPTION OF IMPROVEMENTS
- ATTACHMENT C: COST ESTIMATES
- ATTACHMENT C-1: DETAILED COST ESTIMATES
- ATTACHMENT D: EVIDENCE OF SURETY

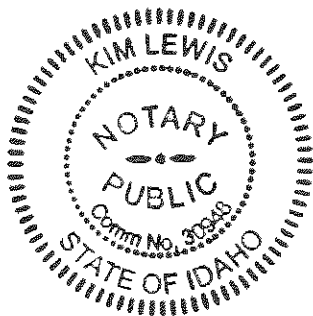
- APPENDIX I: CONSTRUCTION PLANS AND SPECIFICATIONS
- APPENDIX II: CONSTRUCTION SCHEDULE
- APPENDIX III: PUBLIC WORKS INSPECTION SUMMARY
- APPENDIX IV: STREET LIGHT DESCRIPTION
- APPENDIX V: CALCULATION OF UTILITY FEES PRE-EXISTING RESIDENCE(S)
- APPENDIX VI: CITY WATER CAP & METER FEES
- APPENDIX VII: ENGINEER OF RECORD DECLARATION
- APPENDIX VIII: ENGINEERING CERTIFICATE OF COMPLIANCE
- APPENDIX IX: CERTIFICATION OF PAYMENT OF CONTRACTORS AND VENDORS
- APPENDIX X: CASH IN LIEU OF PLANTING TREES

DEVELOPER ACKNOWLEDGMENT

STATE OF IDAHO)
)
 :SS
 County of Kootenai)

On this 9th day of Aug 2022, before me, a Notary for the state of Idaho, personally appeared Michael Fitzgibbon known, or identified to me to be the Developer of the Stones Throw that executed this instrument, or the person who executed the instrument on behalf of said _____, and acknowledged to me that such _____ 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.



Kim Lewis
 Notary Public for the State of Idaho
 Residing at: Post Falls
 Commission Expires: 1/30/2023

CITY 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 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: _____

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Stone's Throw

Developer to submit legal property description and reduced copy of plat.

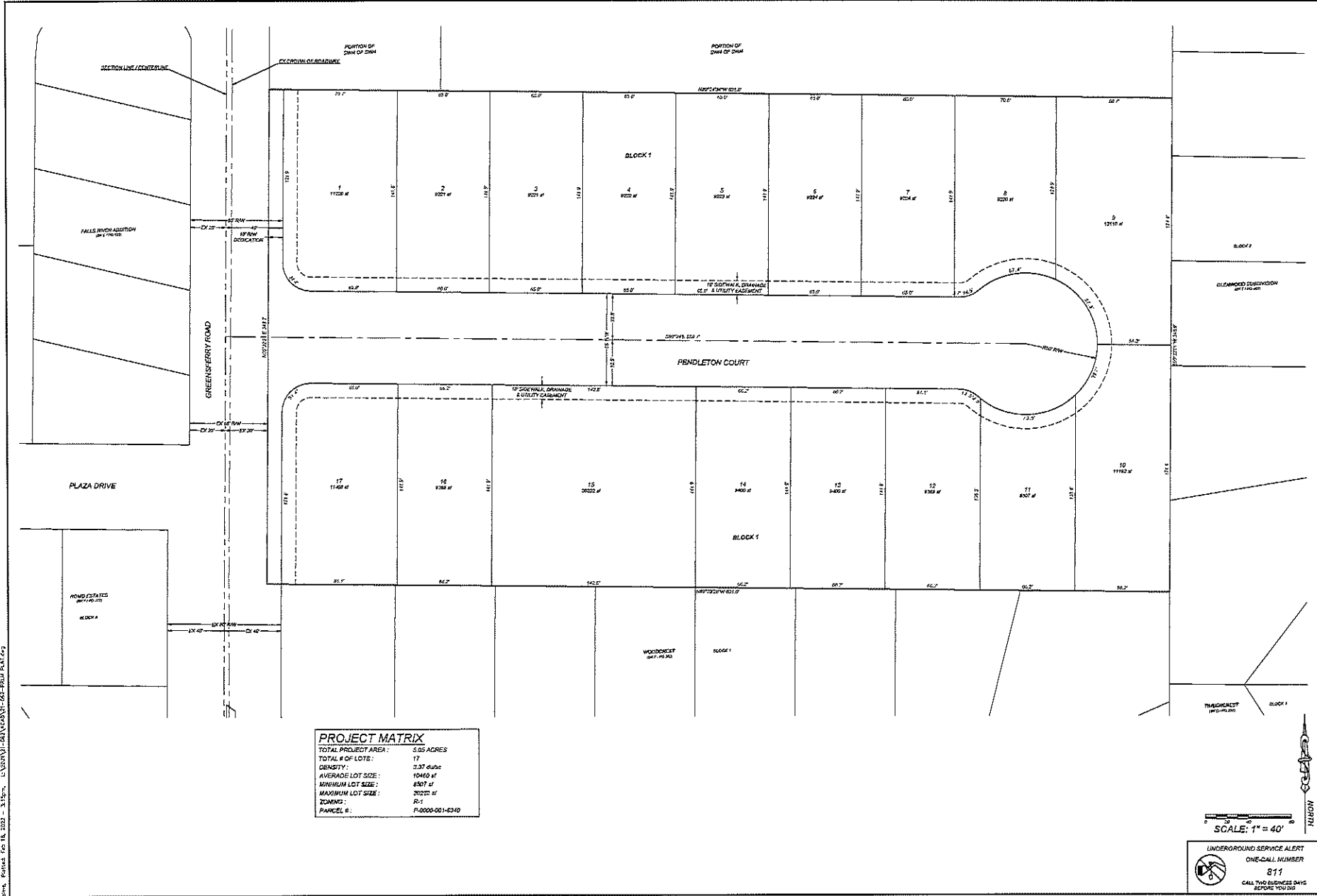
ATTACHMENT "A"

The Land is described as follows:

The South 188.5 feet of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter, and the North 160 feet of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter, all being in Section 1, Township 50 North, Range 5 West, Boise Meridian Kootenai County, Idaho

Excepting therefrom any portion lying within the Greensferry Road right-of-way

2024, Revised 05.18.2024 - 3:15pm L:\2024\1-621\240324-06-PRJ-PLAN.dwg



PROJECT MATRIX	
TOTAL PROJECT AREA:	3.05 ACRES
TOTAL # OF LOTS:	17
DENSITY:	0.33 DU/AC
AVERAGE LOT SIZE:	10460 sf
MINIMUM LOT SIZE:	8507 sf
MAXIMUM LOT SIZE:	20222 sf
ZONING:	R-1
PARCEL #:	R-0000-001-0210

REVISION BLOCK	
NO.	DATE

PRELIMINARY
NOT FOR CONSTRUCTION

STONE'S THROW

PRELIMINARY SUBDIVISION
POST FALLS, IDAHO

SCALE: 1" = 40'

UNDERGROUND SERVICE ALERT ONE-CALL NUMBER 811 CALL TWO BUSINESS DAYS BEFORE YOU DIG	DESIGNED BY: JSD DRAFTED BY: SMA DATE: 05/18/2024 JOB NO: 240324-06-PRJ-PLAN
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2

3

ATTACHMENT "B"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY

Northern Lights Development, LLC

FOR

Stone's Throw

- X Street surfacing or infill paving
- X Monumentation
- X Electric
- X Curbs and gutters
- X Street lighting
- X Gas
- X Sidewalks
- X Telephone
- X Drainage
- X Street Signs (Replacement)
- X Cable TV
- X Water
- X Landscaping (Swales)
- X Sanitary Sewer
- X Improvements shown on construction plans attached as Appendix I to this Agreement
- Other – as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Stone's Throw

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls: \$ 375,153.10
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: \$ 5,592.00
3. Other improvements for which bonding is required: \$ -0-
4. Street trees within public right-of-way: \$ 11,400.00
5. Total cost of improvements: \$ 392,145.10
6. Warranty amount: \$ 39,214.51

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Stone's Throw

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

CIA Estimate					
SIZE	Description	Quantity	Units	Unit Price	Amount
	Mobilization	1	ls	\$ 5,000.00	\$ 5,000.00
Upfront Costs Subtotal:					\$ 5,000.00
Sewer Improvements		Sewer Improvements			
	Clearing	1	ls	\$ 25,000.00	\$ 25,000.00
	Strip Right-of-Way	1	ls	\$ 12,000.00	\$ 12,000.00
	48" Sewer Manhole	2	ea	\$ 2,500.00	\$ 5,000.00
	48" Doghouse Manhole	1	ea	\$ 3,500.00	\$ 3,500.00
	8" Sewer Main	583	lf	\$ 35.00	\$ 20,405.00
	4" Sewer Services	17	ea	\$ 1,250.00	\$ 21,250.00
	Sewer Service Sleeve	3	ea	\$ 250.00	\$ 750.00
Sewer Subtotal:					\$ 87,905.00
Water Improvements		Water Improvements			
	Connect to Existing Water	1	ea	\$ 1,500.00	\$ 1,500.00
	8" Water Main PVC	546	lf	\$ 42.50	\$ 23,205.00
	1" Water Services	17	ea	\$ 3,500.00	\$ 59,500.00
	Water Service Sleeving	7	ea	\$ 250.00	\$ 1,750.00
	Fire Hydrants	2	ea	\$ 5,000.00	\$ 10,000.00
	Sleeving for Fire Hydrant Line	1	ea	\$ 250.00	\$ 250.00
Water Subtotal:					\$ 96,205.00
Hard Surface / Grading Improvements		Hard Surface / Grading Improvements			
	Single Drywells	4	ea	\$ 2,600.00	\$ 10,400.00
	Swales & Greenspace	1	ls	\$ 12,000.00	\$ 12,000.00
	Excavation to embankment	1	ls	\$ 10,000.00	\$ 10,000.00
	Subgrade road	1	ls	\$ 3,000.00	\$ 3,000.00
	Rolled Curb and Gutter	1,162	lf	\$ 17.50	\$ 20,335.00
	Standard Curb and Gutter	350	lf	\$ 17.50	\$ 6,125.00
	Scuppers	24	ea	\$ 165.00	\$ 3,960.00
	4" Sidewalks	5,448	sf	\$ 4.75	\$ 25,878.00
	6" Sidewalks	2,100	sf	\$ 5.25	\$ 11,025.00
	Ped Ramps	3	ea	\$ 1,750.00	\$ 5,250.00
	Mailbox Pad	1	ls	\$ 1,250.00	\$ 1,250.00
	Sawcut Asphalt	390	lf	\$ 1.50	\$ 585.00
	2/4" Paving	2,153	sy	\$ 24.70	\$ 53,179.10
	3/4" Paving	148	sy	\$ 34.50	\$ 5,106.00
Hard Surface Subtotal:					\$ 168,093.10
Misc Cost		Misc Costs			
	Utility Trenching & Bedding	1398	lf	\$ 4.00	\$ 5,592.00
	Signs	1	ls	\$ 2,100.00	\$ 2,100.00
	Construction Entrance	1	ea	\$ 2,100.00	\$ 2,100.00
	Inlet Protection	4	ea	\$ 110.00	\$ 440.00
	Traffic Control	1	ls	\$ 5,000.00	\$ 5,000.00
	Irrigation Sleeves	230	lf	\$ 12.00	\$ 2,760.00
	Stop Bars / Crosswalk	1	ea	\$ 1,500.00	\$ 1,500.00
	Street Lights	3	ea	\$ 1,100.00	\$ 3,300.00
	Street Trees (Developer)	6	ea	\$ 600.00	\$ 3,600.00
	Street Trees (Builder)	13	ea	\$ 600.00	\$ 7,800.00
	Type II Barricades	1	ea	\$ 750.00	\$ 750.00
Misc Subtotal:					\$ 34,942.00
Total COST					\$ 392,145.10

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Stone's Throw

The Developer will be performing the majority of required improvements prior to filing the plats. A surety company will post surety acceptable to the City for the remaining improvements per Section 2.02.

APPENDIX I
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Northern Lights Development, LLC

FOR

Stone's Throw

CONSTRUCTION DRAWINGS

Plans Titled: **Stone's Throw Construction Drawings and Specifications**

Dated: **8/9/2022**

By: **Lake City Engineering, Inc.**

Sheets 1 through 11

APPENDIX II
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Northern Lights Development, LLC

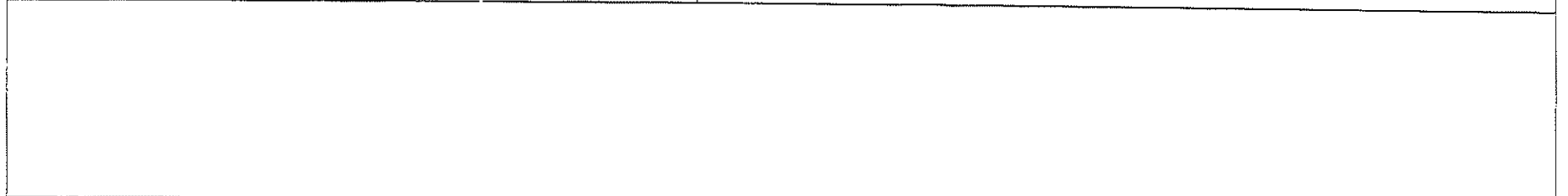
FOR

Stone's Throw

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Mode	Task Name	Duration	Start	Aug 7, '22	Aug 14, '22	Aug 21, '22	Aug 28, '22	Sep 4, '22	Sep 11, '22	Sep 18, '22	Sep 25, '22	Oct 2, '22	Oct 9, '22	Oct 16, '22
					MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	★	mob	1 day	Mon 8/8/22											
2	★	clearing	10 days	Mon 8/8/22											
3	★	stripping	2 days	Mon 8/22/22											
4	★	exc to embank	2 days	Wed 8/24/22											
5	★	sewer	5 days	Fri 8/26/22											
6	★	water	4 days	Fri 9/2/22											
7	★	storm	1 day	Thu 9/8/22											
8	★	dry ut xings	3 days	Fri 9/9/22											
9	★	sidewalks	5 days	Wed 9/14/22											
10	★	curbs	4 days	Wed 9/21/22											
11	★	subgrade	4 days	Tue 9/27/22											
12	★	base	2 days	Mon 10/3/22											
13	★	adjustment	1 day	Wed 10/5/22											
14	★	pave	1 day	Thu 10/6/22											
15	★	swales	10 days	Fri 10/7/22											
16	★	dry utility main	10 days	Fri 10/21/22											
17	★	misc	7 days	Fri 11/4/22											
18	★	clean up	3 days	Tue 11/15/22											



Project stones throw precon Date: Thu 7/28/22	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

APPENDIX III
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Northern Lights Development, LLC

FOR

Stone's Throw

ENGINEERING SERVICES FEE SUMMARY

To be determined by the City of Post Falls, Engineering Division, based on quantity of improvements and current fee schedule.

17 Lots X \$350.00 = \$ 5,950.00

APPENDIX IV
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Northern Lights Development, LLC

FOR

STREET LIGHT CHARGES

Per Section 1.10 E of the Agreement, the Developer reimburses the City for street light charges for a period of 12 months. The street light charges are determined as follows:

Street light utility provider: Avista Utilities

Street light type: Town & Country

2 lights X 12 months X \$ 13.18 per month = \$ 316.32

Street light type: Cobra Head

1 lights X 12 months X \$ 13.18 per month = \$ 158.16

TOTAL = \$ 474.48

APPENDIX V
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Northern Lights Development, LLC

FOR

Stone's Throw

_____ This project does not have any existing structures connecting to the City of Post Falls Sanitary Sewer System.

Sanitary sewer cap fee of \$ 6,043.00 to connect **existing structures** to City sanitary sewer.

<u>1</u> (# of SF homes) x \$5,983.00	=	<u>\$ 5,983.00</u>
_____ (# of Commercial service units) x \$5,983.00	=	<u>\$ _____</u>
<u>1</u> (# of structures connecting) x (Utility Deposit = \$60.00)	=	<u>\$ 60.00</u>

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons) \$5,983.00

APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Northern Lights Development, LLC

FOR

Stone's Throw

X This project does not have any existing structures or proposed common area irrigation systems connecting to the City of Post Falls Water System.

Total water cap & meter fees \$ _____ for existing structures or irrigation service to common areas.

Fees to be determined based upon service size & meter size.

Water Cap Fees

_____	x	3/4" – 1"	= \$3,773.99 Residential	=	\$ _____
_____	x	1"	= \$6,289.99 Commercial	=	\$ _____
_____	x	1-1/2"	= \$12,579.97	=	\$ _____
_____	x	2"	= \$20,127.96	=	\$ _____

Meter Fees

_____	x	3/4"	= \$ 254.00	=	\$ _____
_____	x	1"	= \$ 325.00	=	\$ _____
_____	x	1-1/2"	= \$ 691.00	=	\$ _____
_____	x	2"	= \$ 920.00 (flow meter for irrigation only)	=	\$ _____
_____	x	2"	= \$ 1,864.00 (compound meter)	=	\$ _____

ACCOUNT FEES

1 (# of irrigation service connections) x Utility Deposit \$10 = \$ 10.00

APPENDIX VII
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Northern Lights Development, LLC

FOR

Stone's Throw

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Drew C. Dittman, PE
ENGINEERING FIRM: Lake City Engineering, Inc.
ADDRESS: 126 E. Poplar Ave
CITY: Coeur D'Alene STATE: ID ZIP: 83814
PHONE NO.: 208-676-0230
E-MAIL ADDRESS: dittman@lakecityengineering.com

APPENDIX VIII
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Northern Lights Development, LLC

FOR

Stone's Throw

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

I _____ certify that construction observation and quality control for (project, plans with approval date) was performed under my responsible charge. It is my professional opinion that the project was constructed in accordance with the intent of the plans and specifications. The submittal of as-built drawings and the attached documentation within the certification packet provide evidence to support a recommendation of acceptance of the public infrastructure associated with the referenced project plans and specifications.

(Provide Engineer's seal, signature and date.)

APPENDIX IX
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Northern Lights Development, LLC

FOR

Stone's Throw

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :ss
County of Kootenai Kootenai)

I, _____, hereby certify under oath that all contractors, subcontractors and vendors that have performed work and provided supplies for the construction of the subdivisions public improvements relating to _____, including individuals or firms providing design services or legal services, have been paid in full and that no liens or other claims have been recorded against the real property of the Subdivision for those services.

I further certify that I know of no intent to file a claim or lien against the public improvements or any private utility improvements.

Signature

Print Name

SUBSCRIBED AND SWORN TO before me this ____ day of _____,
20_____.

Notary for the state of Idaho _____
Residing at: _____
Commission Expires: _____

APPENDIX X
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Northern Lights Development, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

X The Developer agrees to plant the 5 external street trees along Greensferry Rd. approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Street Trees option.

X The Developer agrees to cash out the internal street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of \$ 7800.00 and is based upon 13 trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: August 16th, 2022**

DATE: AUGUST 9TH, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN – CITY ENGINEER
SUBJECT: FRONTAGE IMPROVEMENT WAIVER REQUEST – 216 W. 14TH AVE

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council approves the waiver of frontage improvements request for 216 W. 14TH Ave.

DISCUSSION: Eric Lake has requested a waiver of frontage improvements (sidewalk, curb and gutter, etc.) in front of the property located at 216 W. 14th Ave.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: N/A

APPROVED OR DIRECTION GIVEN: Staff has reviewed the site and recommends that the waiver be conditionally approved as there are no existing improvements within the proximity.

Staff commented that the proposed addition of a shop at this address is located 8 lots away from Spokane Street which has frontage improvements and one lot to the west has frontage improvements, however, they are generally not established in the surrounding neighborhood and while there is a desire to establish frontage improvement connectivity to our arterials and collector roadways, the lack of improvements in the area creates a recommendation of waiver approval.

There is a recommendation, by staff, that the owner installs pavement/concrete to the existing gravel driveway and approach to the street at time of shop construction.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: Original request for waiver and map of location attached.



CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 8/16/2022

DATE: 8/10/2022 1:50 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Linda Helgeson
SUBJECT: Utility Billing July 2022 Refunds

ITEM AND RECOMMENDED ACTION:
Utility Billing July 2022 Refunds

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
8579.84

BUDGET CODE:
Various



UBPKT03512 - Refunds 01 UBPKT03510 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
10-0015-03	Scott, Ronald & Pamela	8/2/2022	88669	153.89			153.89	Generated From Billing
10-0238-02	Hartley, Nathan & Kari	8/2/2022	88670	97.12			97.12	Generated From Billing
10-0690-05	Alexander, Richard & Gayle	8/2/2022	88671	238.98			238.98	Generated From Billing
10-1095-01	Ream, Jonathan	8/2/2022	88672	203.42			203.42	Generated From Billing
10-1539-01	Trust, The Grise	8/2/2022	88673	166.58			166.58	Generated From Billing
10-2085-01	Nadler, Christopher P & Chri	8/2/2022	88674	89.54			89.54	Generated From Billing
10-2371-01	Howard, Caleb & Kayla	8/2/2022	88675	91.55			91.55	Generated From Billing
10-2510-01	Weibert, Gage & Taylor	8/2/2022	88676	81.55			81.55	Generated From Billing
12-0212-00	Chapin, Forrest	8/2/2022	88677	143.88			143.88	Generated From Billing
12-0440-02	Brady, Susan	8/2/2022	88678	76.71			76.71	Generated From Billing
12-0608-02	Tonto, Gary	8/2/2022	88679	72.22			72.22	Generated From Billing
12-0644-04	Volpone, James	8/2/2022	88680	86.91			86.91	Generated From Billing
13-0355-01	Benes, Jeffrey	8/2/2022	88681	325.13			325.13	Generated From Billing
13-0665-01	Hirning, Karl & Jessica	8/2/2022	88682	1,003.29			1003.29	Deposit
13-0788-01	Farris, Austin & Samantha	8/2/2022	88683	76.71			76.71	Generated From Billing
14-0026-02	English, Richard	8/2/2022	88684	116.71			116.71	Generated From Billing
14-0053-04	Fairchild, Talia & Michael	8/2/2022	88685	236.40			236.40	Generated From Billing
14-0431-02	Schatz, Christopher	8/2/2022	88686	156.40			156.40	Generated From Billing
14-0627-02	Webb, Clyde & Donna	8/2/2022	88687	183.62			183.62	Generated From Billing
14-0792-00	Mackin, Michael & Jeanette	8/2/2022	88688	88.20			88.20	Generated From Billing
14-1058-02	Nordin, Robert & Deborah	8/2/2022	88689	105.73			105.73	Generated From Billing
14-1336-02	Fowler, Brian & Jamie	8/2/2022	88690	181.56			181.56	Generated From Billing
14-1371-01	Wood, Richard & Angela	8/2/2022	88691	96.71			96.71	Generated From Billing
14-1567-01	Williamson, Dustin	8/2/2022	88692	67.27			67.27	Generated From Billing
27-0230-02	Gray, Timothy & Heather	8/2/2022	88693	177.70			177.70	Generated From Billing
27-0231-02	Gray, Timothy & Heather	8/2/2022	88694	113.08			113.08	Generated From Billing
27-0285-02	Reimann, Reid	8/2/2022	88695	38.74			38.74	Generated From Billing
27-0288-02	Reimann, Reid	8/2/2022	88696	18.73			18.73	Generated From Billing
28-0222-01	Cabrera, Felix	8/2/2022	88697	210.41			210.41	Generated From Billing
28-0223-01	Cabrera, Felix	8/2/2022	88698	261.11			261.11	Generated From Billing
31-0271-02	Marek, Alexandra	8/2/2022	88699	143.87			143.87	Generated From Billing
31-0315-00	Hardin, Paul S	8/2/2022	88700	146.72			146.72	Generated From Billing
31-0331-00	Bonillas, Judean & T Michael	8/2/2022	88701	203.43			203.43	Generated From Billing
33-0071-01	DiPaola, & Rita & T	8/2/2022	88702	174.25			174.25	Generated From Billing
33-0100-00	Nygren, Susan	8/2/2022	88703	191.62			191.62	Generated From Billing
34-0172-01	Bumbaugh, Robert Jr.	8/2/2022	88704	211.55			211.55	Generated From Billing
35-0222-01	Heitman, Bryce & Dora	8/2/2022	88705	69.77			69.77	Generated From Billing
36-0027-01	Mardock, Michal & Julie	8/2/2022	88706	166.97			166.97	Generated From Billing

UBPKT03512 - Refunds 01 UBPKT03510 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
36-0179-01	Cash, Daniel L	8/2/2022	88707	205.94			205.94	Generated From Billing
40-0171-06	Holliday, Robert & Wilma	8/2/2022	88708	111.14			111.14	Generated From Billing
41-0062-00	Moreland, Lori	8/2/2022	88709	158.86			158.86	Generated From Billing
41-0090-01	Urie, Brian	8/2/2022	88710	6.03			6.03	Generated From Billing
41-0121-00	Berger, Debbie	8/2/2022	88711	72.94			72.94	Generated From Billing
44-0206-02	Silverstein, Ryan & Krystal	8/2/2022	88712	370.75			370.75	Generated From Billing
45-0112-01	Maxwell, David & Terri	8/2/2022	88713	158.61			158.61	Generated From Billing
46-0241-01	Lybeer, Curtis	8/2/2022	88714	48.17			48.17	Generated From Billing
50-1640-01	Malloy, Colton & Rachael	8/2/2022	88715	238.12			238.12	Generated From Billing
53-0129-00	Dunbar, Rebecca	8/2/2022	88716	93.15			93.15	Generated From Billing
54-0104-04	McKain, Joshua	8/2/2022	88717	65.17			65.17	Generated From Billing
54-0125-02	Davis, Brandon	8/2/2022	88718	89.47			89.47	Generated From Billing
54-0153-00	Abrams, Ned	8/2/2022	88719	175.37			175.37	Generated From Billing
54-0307-01	Hart, Jared & Heather	8/2/2022	88720	182.42			182.42	Generated From Billing
54-0405-02	McGee, Bryan & Christina	8/2/2022	88721	64.86			64.86	Generated From Billing
55-0071-05	Franklin, Terri	8/2/2022	88722	206.31			206.31	Generated From Billing
55-0076-02	McDrummond, Daniel & Sara	8/2/2022	88723	64.50			64.50	Generated From Billing
Total Refunds: 55			Total Refunded Amount:	8,579.84				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	8579.84
Revenue Total:	8579.84

General Ledger Distribution

Posting Date: 07/28/2022

Account Number	Account Name	Posting Amount	IFT
Fund: 750 - WATER OPERATING			
750-10001	Equity Claim on Pool	-8,579.84	Yes
750-17000	Accounts Receivable	8,579.84	
750 Total:		0.00	
Fund: 999 - POOLED CASH			
999-10005	Cash - Pooled (Mountain West Bank)	-8,579.84	
999-28990	Due to Other Funds	8,579.84	Yes
999 Total:		0.00	
Distribution Total:		0.00	

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 8/16/2022

DATE: 8/10/2022 1:54 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Jacklin-Prairie Annexation Development Agreement and Dedications File No. ANNX-0012-2021

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the Development Agreement, Dedication of Right-of-Way, and Dedication of Easement for the Jacklin_Prairie Annexation.

DISCUSSION:

The applicant, Jacklin Land Company, LLLP, requested to annex approximately 89 acres into the City of Post Falls with a zoning designation of Community Commercial Mixed (CCM). The request is generally located on the northeast corner of the future intersection of N. Zorros Rd. and W. Prairie Ave. and to the northwest corner of the future intersection of N. Fennecus Rd. and W. Prairie Ave., north of the planned Foxtail Community.

On May 10, 2022 a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and testimony they moved to recommend approval of the zoning designation of Community Commercial Mixed (CCM). After City Council heard the staff report and testimony they moved to approve the requested annexation and CCM zoning with conditions to the Development Agreement on July 5, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approval

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

DEVELOPMENT AND ANNEXATION AGREEMENT
JACKLIN PRAIRIE
(File No. ANNEX-0012-2021)

THIS AGREEMENT is made this ~~12th~~ day of ~~May~~, 20~~22~~ 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 Jacklin Land Company LLLP, an Idaho Limited Liability Limited Partnership, with its principal place of business at 4752 W. Riverbend Ave. Post Falls, ID 83854.

WHEREAS, Jacklin Land Company LLLP (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes 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 Community Commercial Mixed (CCM) zoning 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 Prairie Avenue, between Highway 41 and Meyer Ave; 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 (including the KMPO Critical Access Corridor Policy).

- 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 temporary 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. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to 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 Sanitary Sewer Surcharges: Owner acknowledges that the Property is within the 12th Avenue Force Main and Meyer Alternative Line Surcharge Basins. The owner has requested and conducted a sewer analysis, in conjunction with the City, to evaluate the ability of the property to be removed from the Meyer Alternative Line Surcharge Basin. Changing of the subject property from the Meyer Alternative Line Surcharge Basin to the SH41 Corridor is an acceptable solution. The owner acknowledges and agrees to pay the sewer surcharges established for the 12th Avenue Force Main that has been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established at \$2,918.73 per service unit for the 12th Avenue Force Main. Owner agrees to pay the surcharge at the time of building permit issuance for any structures that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.

3.2.2. Limitation on Development Based on Sewer Flows:

The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41

Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a “flow equalization station” to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. The 12th Avenue Force Main must be constructed prior to flows in the Caton Line reaching 2.1 cubic feet per second. Owner agrees that if the 12th Avenue Force main has not been constructed by the time that the capacity trigger is reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been constructed and accepted by the City.

- 3.2.2. 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 with 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 execution of this Agreement unless otherwise stated below:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Prairie Avenue for utilities, sidewalks, and stormwater drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Prairie Avenue for a total half-width right of way of 55 feet measured from the Section Line.

- 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Zorros Road for utilities, sidewalks, and stormwater drainage. Easement dedication will occur concurrently with the Zorros Road rights-of-way dedication.
- 4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate rights-of-way for Zorros Road based on an 80-foot width right of way generally centered on the quarter-quarter section line along the property's western boundary. The Owner may adjust the alignment, in a manner acceptable to the City, to allow meandering for aesthetic reasons. Right of way will be dedicated at the time of application for building permit or land development.
- 4.1.5. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Fennecus Road for utilities, sidewalks, and stormwater drainage. Easement dedication will occur concurrently with the Fennecus Road rights-of-way dedication.
- 4.1.6. By grant of right-of-way in a form acceptable to the City, Owner will dedicate rights-of-way for Fennecus Road based on an 85-foot width right of way generally centered on the center of section line along the property's eastern boundary. The Owner may adjust the alignment, in a manner acceptable to the City, to allow meandering for aesthetic reasons. Right of way will be dedicated at the time of application for building permit or land development.
- 4.1.8. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along the south side of Harvest Avenue Street for utilities, sidewalks, and stormwater drainage. Easement dedication will occur concurrently with the Harvest Avenue rights-of-way dedication.
- 4.1.9. By grant of right-of-way in a form acceptable to the City, Owner will dedicate rights-of-way for the future Harvest Avenue, being a half road right-of-way width of 40 feet, measured from the north line of the Southwest quarter of the underlying Section. The Owner may adjust the alignment, in a manner acceptable to the City, to allow meandering for aesthetic reasons. Right of way will be dedicated at the time of application for building permit or land development.
- 4.1.10. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way at the intersection of Prairie Avenue / Fennecus Road for the accommodation of a multi-lane roundabout. Right-of-way dedication will be based on preliminary layout of the Prairie Avenue / Zorros Road Roundabout being developed for the property immediately to the west.
- 4.1.11. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way at the intersection of Prairie Avenue / Zorros Road for the accommodation of a multi-lane roundabout. Right-of-way dedication will be based on the preliminary layout of the Prairie Avenue / Zorros Road Roundabout being developed for the property immediately to the west.

- 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. DEVELOPMENT OF THE PROPERTY

- 5.1. **Other Limitations on Development:** In addition to the requirements contained in policies and ordinances adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for future residents.
- 5.2. **Residential Development Restriction Standards:** Owner agrees not to construct any residential land uses on the Property.
- 5.3. **Construction of the Prairie Trail:** The City has acquired the former rail corridor that bisects the Property for use as an extension of the Prairie Trail. Owner has expressed an interest in developing this property as a paved pedestrian and bicycle trail according to the specifications attached as Exhibit B. Owner, at Owner's cost, will salvage the rail, ties, and surface ballast within this property in exchange for Owner's use of subsurface structural soil in the corridor for road base. The Parties agree to work together in good faith to negotiate an agreement for the construction of the Prairie Trail.

ARTICLE VI. CONSIDERATION/FEES

- 6.1. **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.
- 6.2. **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.
- 6.3. **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.

- 6.4. **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.
- 6.5. **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 VII. MISCELLANEOUS

- 7.1. **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.
- 7.2. **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.
- 7.3. **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.
- 7.4. **Time is of the Essence:** Time is of the essence in this Agreement.
- 7.5. **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.
- 7.6. **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.

- 7.7. **Recordation**: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. **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.
- 7.9. **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.
- 7.10. **Compliance with Applicable Laws**: Owner agrees to comply with all applicable laws.
- 7.11. **Withholding of Development Approvals for Violation of Agreement**: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section 7.11.
- 7.12. **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.
- 7.13. **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.
- 7.14. **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.
- 7.15. **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

Jacklin Land Company LLLP

By: _____
Ronald G. Jacobson, Mayor

By: 
Thomas P. Stoesser, Manager

Attest:

Shannon Howard, City Clerk

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.

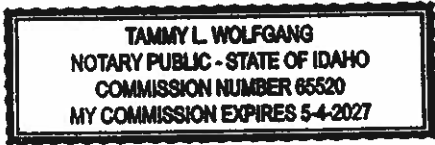
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
 :ss
County of Kootenai)

On this 12th day of May, 2022, before me, a Notary for the State of Idaho, personally appeared **Thomas P. Stoesser**, or identified to me to be the person(s) whose names are

subscribed to within the above instrument, and acknowledged to me that they executed the same on behalf of the Jacklin Land Company LLLP.

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



Tammy L. Wolfgang
Notary Public for the State of Idaho
Residing at: *Arhol, Idaho*
Commission Expires: *5/4/2027*

JACKLIN LAND COMPANY, LLLP ANNEXATION REQUEST

NORTH OF PRAIRIE AVENUE

LEGAL DESCRIPTION

April 6, 2022

THAT PART OF THE SOUTH HALF OF SECTION 19 AND OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 88°29'54" WEST 2633.37 FEET;

THENCE SOUTH 01°00'53" WEST, ALONG THE EAST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, 55.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE, SAID RIGHT OF WAY LINE ALSO BEING THE CURRENT CITY LIMITS LINE; THENCE FOLLOWING THE CURRENT CITY LIMITS LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. THENCE NORTH 88°29'54" WEST, ALONG LAST SAID SOUTHERLY RIGHT OF WAY LINE, 1324.94 FEET, TO THE SOUTHERLY EXTENDED WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19;
2. THENCE NORTH 00°58'53" EAST, ALONG LAST SAID SOUTHERLY EXTENDED WEST LINE 25.00 FEET;
3. THENCE SOUTH 88°29'54" EAST, PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE 50.00 FEET TO THE EAST LINE OF THE WEST 50 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19;
4. THENCE NORTH 00°58'53" EAST, ALONG LAST SAID EAST LINE OF THE WEST 50 FEET, A DISTANCE OF 2680.39 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 19;

THENCE DEPARTING SAID CURRENT CITY LIMITS LINE, SOUTH 88°56'06" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 19, A DISTANCE OF 1274.01 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 88°55'18" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 57.50 FEET TO THE NORTHEAST CORNER OF THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 00°57'42" WEST, ALONG THE EAST LINE OF THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1274.86 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 50 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

EXHIBIT A

THENCE SOUTH 89°06'51" EAST, ALONG THE NORTH LINE OF THE SOUTH 50 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 735.00 FEET TO A POINT;

THENCE SOUTH 00°57'42" WEST, PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 839.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE SPOKANE INTERNATIONAL RAILROAD RIGHT OF WAY;

THENCE NORTH 63°38'42" WEST, ALONG LAST SAID NORTHERLY RIGHT OF WAY LINE, 813.61 FEET TO A POINT ON THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 00°57'42" WEST, ALONG THE EAST LINE OF THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 895.25 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19;








THENCE NORTH 89°18'25" WEST 57.50 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 94.049 ACRES, MORE OR LESS.

EXHIBIT A

300'

LEGEND

-  CALCULATE CENTER SE
-  E-W 1/4 SEC
-  N-S 1/4 SEC
-  SECTION C
-  CP&F CORNER PI
-  P.O.B. POINT OF B
-  R.O.W. RIGHT-OF-W

REFERENC

- IN RECORDS OF KOC
- R-1 RECORD OF S1 BOOK 25 OF S1 2125724000.
 - R-2 RECORD OF S1 BOOK 27 OF S1 2412513000.

BASIS OF B

AS SHOWN HEREON MEASURED BETWEEN QUARTER CORNER (MERIDIAN, COORDIN US SURVEY FEET, TYPUS SOLUTION US1 2010.0000). BEARING USING A COMBINED CONVERGENCE ANG BEARINGS TO GEO

NOTES

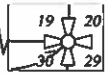
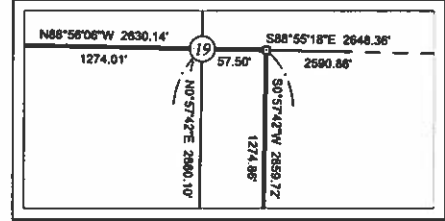
1. THERE WAS NO PROPERTY, OF THOSE SHOW

SURVEYOR

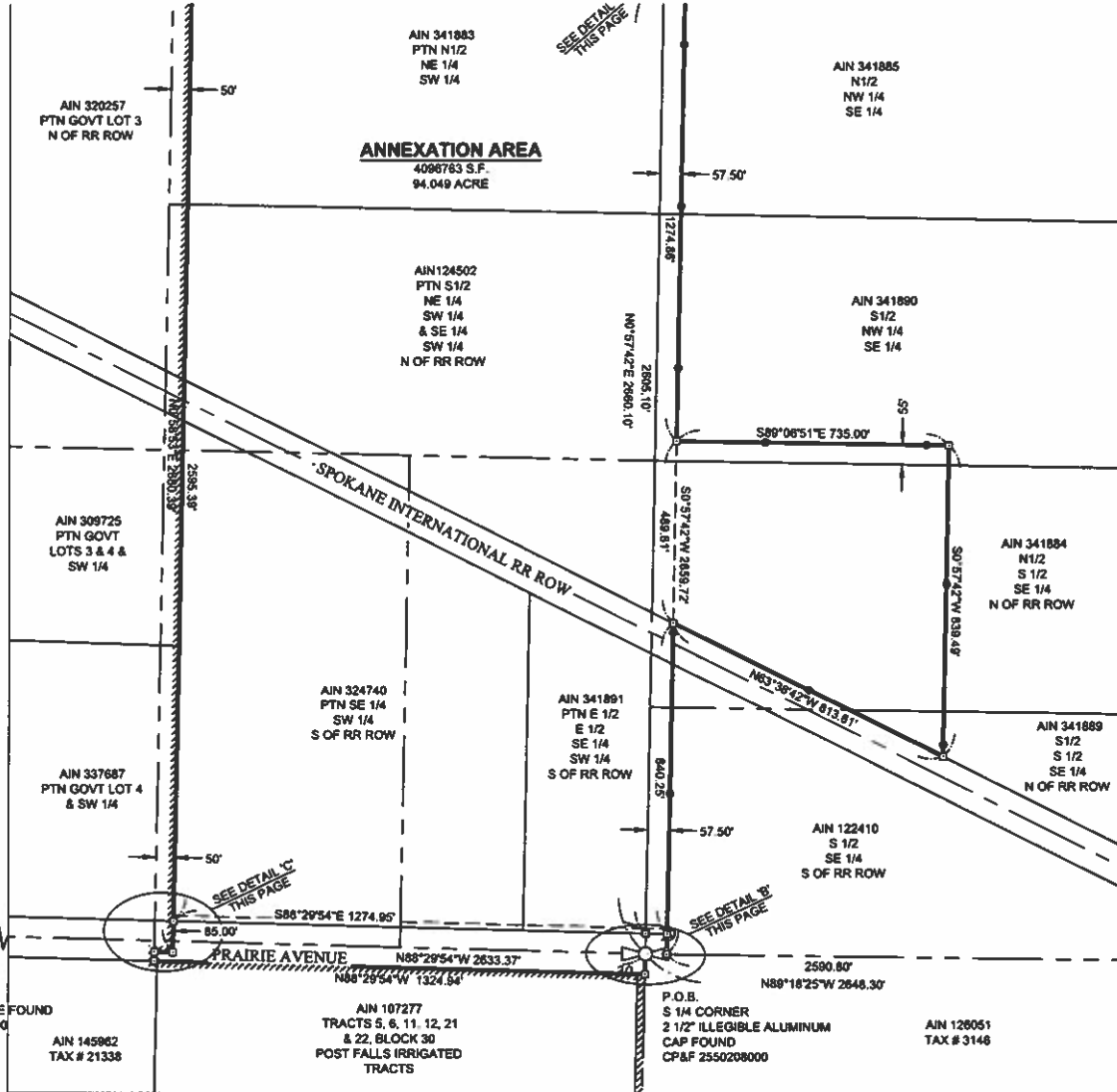
SURVEY MONUMENT

DETAIL 'A'

SCALE : 1" = 100'



SE CORNER
3 1/2" ITD BRASS
CAP FOUND
CP&F 2461172000



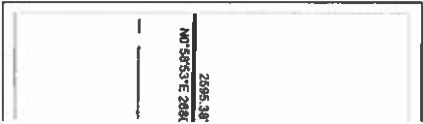
SEE DETAIL THIS PAGE

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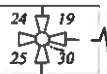
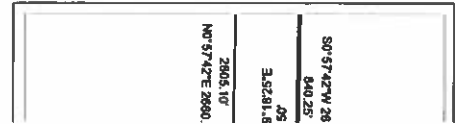
DETAIL 'C'

SCALE : 1" = 100'



DETAIL 'B'

SCALE : 1" = 100'



SW CORNER
RAILROAD SPIKE FOUND
CP&F 2625190000

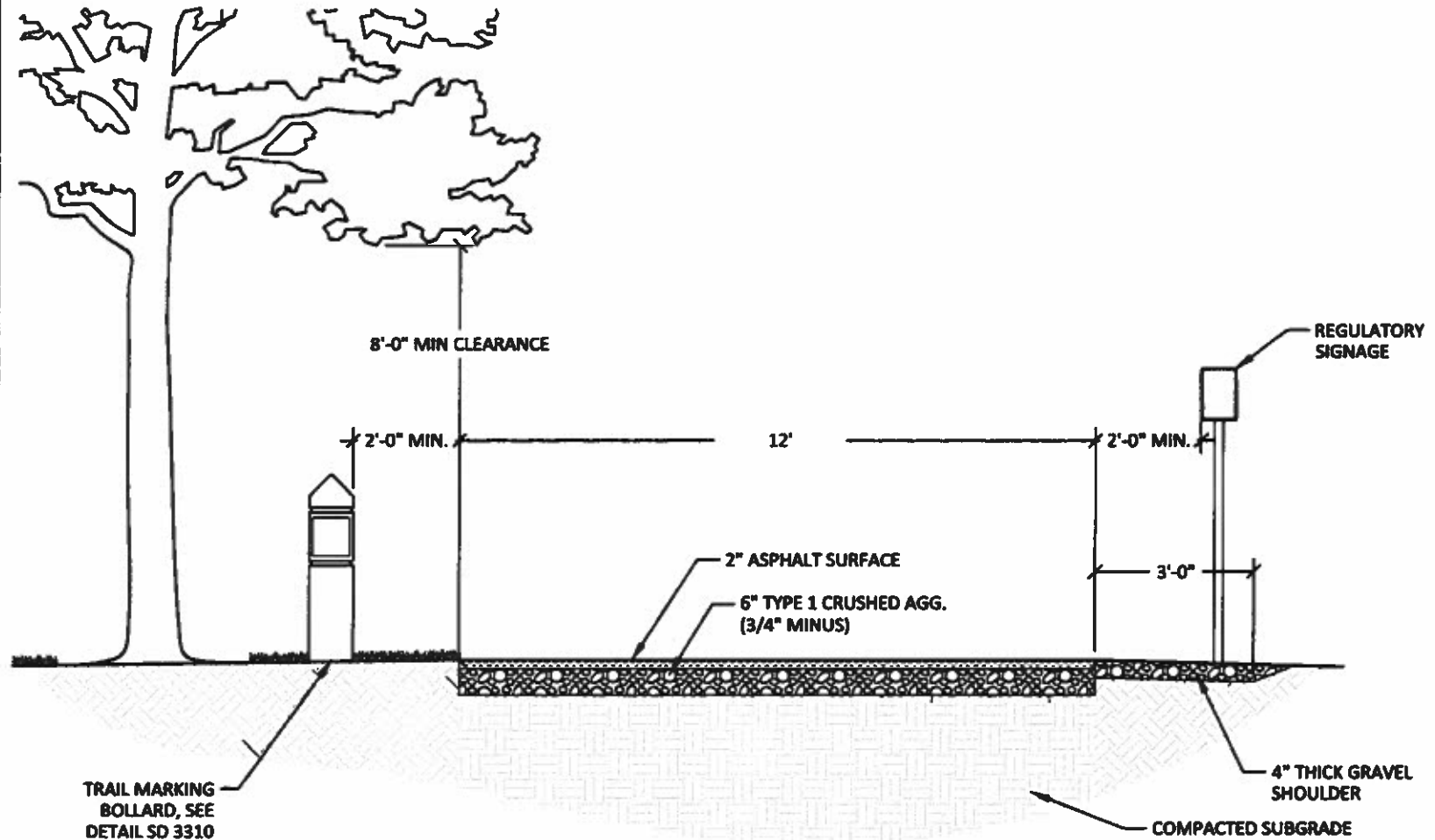
AIN 107277
TRACTS S. 6, 11, 12, 21
& 22, BLOCK 30
POST FALLS IRRIGATED
TRACTS

P.O.B.
S 1/4 CORNER
2 1/2" ILLEGIBLE ALUMINUM
CAP FOUND
CP&F 2550208000

AIN 126051
TAX # 3146

DEVELOPED LANDSCAPE

GRAVEL SHOULDER



APPROVED BY:
[Signature]
PARKS DIRECTOR

DATE:
01/04/21

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

ASPHALT PATH

STANDARD DRAWING
NO. SD 3205

EXHIBIT B

GRANT OF RIGHT-OF-WAY
Jacklin_Prairie Annexation
Prairie Ave.
File No. ANNX-0012-2021

KNOWN ALL MEN BY THESE PRESENTS, that **Jacklin Land Company LLLP, and Idaho Limited Liability Limited Partnership**; 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 parcel of land being a portion of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

The East 1274.70 feet of the South 55.00 feet of the Southeast Quarter of the Southwest Quarter of said Section 19;

Together with the West 57.50 feet of the South 55.00 feet of the Southwest Quarter of the Southeast Quarter of said Section 19;

said parcel containing 1.682 acres of land, 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 _____ day of _____, 2022.

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Jacklin Land Company LLP, an Idaho Limited Liability Limited Partnership

By _____
Thomas P. Stoesser, Manager

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: _____

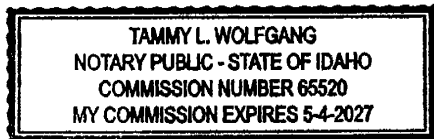
STATE OF IDAHO)

:SS

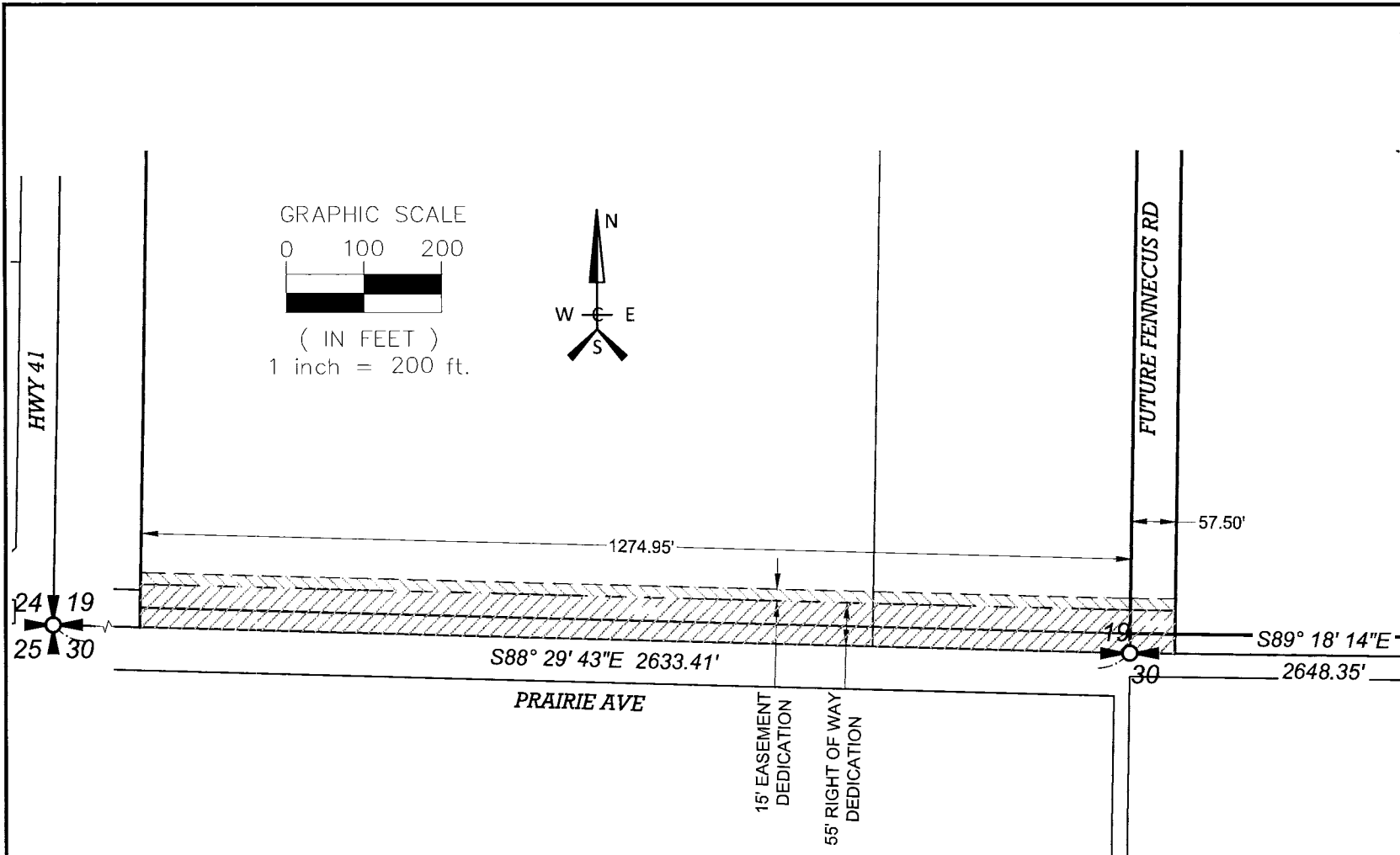
County of Kootenai)

On this 10th day of August, 2022, before me, a Notary for the State of Idaho, personally appeared **Thomas P. Stoeser**, known, or identified to me to be the Manager of Jacklin Land Company LLLP, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation and that he was duly authorized by the corporation to execute the instrument on behalf of the corporation.

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



Tammy L. Wolfgang
Notary Public for the State of Idaho
Residing at: Arhol, ID
Commission Expires: 5/4/2027



PROJECT NO.: 22-3222
 DATE: 07/18/22
 DRAFTED BY: RDK
 REVIEWED BY: RDK
 SCALE: 1"=200'

T. 51 N. - R. 04 W. - S. 19

**RIGHT OF WAY AND EASEMENT
 EXHIBIT**
 CITY OF POST FALLS, KOOTENAI COUNTY, ID



WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99206
 PH: 509-893-2617 FAX: 509-926-0227

GRANT OF EASEMENT
Jacklin_Prairie Annexation
W. Prairie Ave.
File No. ANNX-0012-2021

KNOW ALL MEN BY THESE PRESENTS that, **Jacklin Land Company LLLP, and Idaho Limited Liability Limited Partnership;** herein after termed "Grantors", 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 parcel of land being a portion of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

The East 1274.95 feet of the North 15.00 feet of the South 70.00 feet of the Southeast Quarter of the Southwest Quarter of said Section 19;

Together with the West 57.50 feet of the North 15.00 feet of the South 70.00 feet of the Southwest Quarter of the Southeast Quarter of said Section 19;

said parcel containing 0.459 acres of land, more or less.

As further 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 Grantors 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 _____ day of _____, 2022.

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Jacklin Land Company LLLP, an Idaho Limited Liability Limited Partnership

By


Thomas P. Stoesser, Manager

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: _____

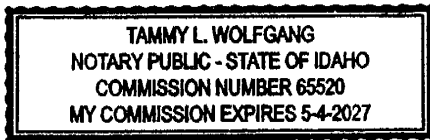
STATE OF IDAHO)

:SS

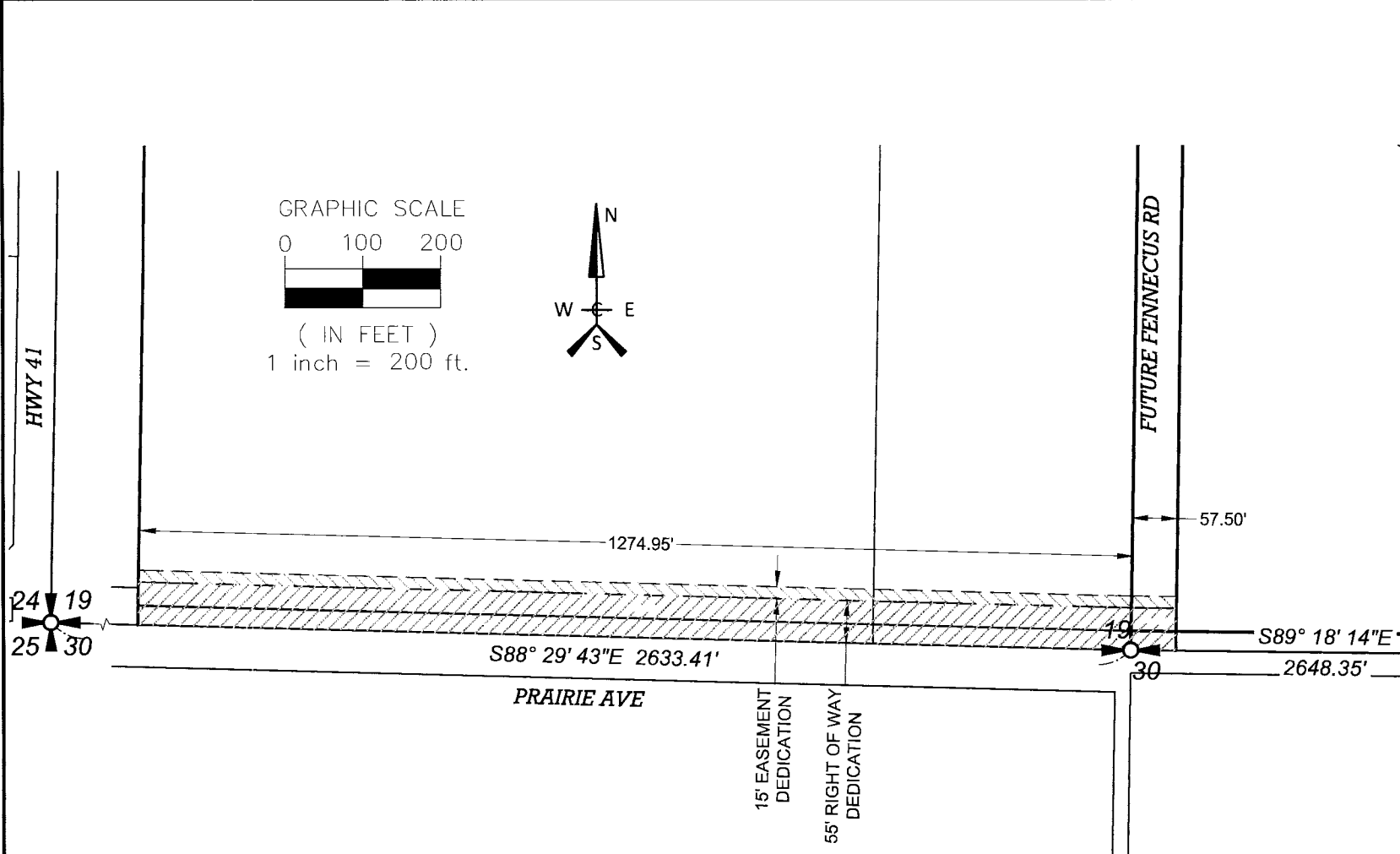
County of Kootenai)

On this 10th day of August, 2022, before me, a Notary for the State of Idaho, personally appeared **Thomas P. Stoesser**, known, or identified to me to be the Manager of Jacklin Land Company LLLP, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation and that he was duly authorized by the corporation to execute the instrument on behalf of the corporation.

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



Tammy L. Wolfgang
Notary Public for the State of Idaho
Residing at: Arhol, ID
Commission Expires: 5/4/2027



PROJECT NO.: 22-3222
 DATE: 07/18/22
 DRAFTED BY: RDK
 REVIEWED BY: RDK
 SCALE: 1"=200'

T. 51 N. - R. 04 W. - S. 19

**RIGHT OF WAY AND EASEMENT
 EXHIBIT**

CITY OF POST FALLS, KOOTENAI COUNTY, ID

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99206
 PH: 509-893-2617 FAX: 509-926-0227

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 8/16/2022

DATE: 8/11/2022 10:13 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: The Pointe Zone Change Development Agreement File No. RZNE-0001-2022

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayor's signature for the Development Agreement of The Pointe Zone Change.

DISCUSSION:

The applicant, The Pointe Partners, LLC, requested a Zone Change of approximately 56.1 acres from Industrial (I) and Community Commercial Services (CCS) zoning to the Community Commercial Mixed (CCM) zoning district. This request is generally located west of Baugh Way, north of I-90, and south of Seltice Way.

On May 25, 2022, a public hearing was held before the Planning and Zoning Commission. After receiving the staff report and testimony the Commission recommended approval of the zone change to City Council. After City Council received testimony and the staff report they moved to approve the zone change request from Industrial (I) and Community Commercial Services (CCS) to Community Commercial Mixed (CCM) zoning on July 5, 2022.

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

DEVELOPMENT AGREEMENT
Pointe (CCM) Zone Change
(File No. RZNE-0001-2022)

THIS DEVELOPMENT AGREEMENT (hereinafter, the “Agreement”) is made this day of _____, 2022, (hereinafter, the “Effective Date”) 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 **The Pointe Partners, LLC**, a Utah Limited Liability Company, organized and existing pursuant to the laws of the State of Utah, with its principal place of business at 166 E 14000 S, Suite 210, Draper, UT 84020.

WHEREAS, The Pointe Partners, LLC, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) within the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to change the zoning designation from Industrial (I) to Community Commercial Mixed (CCM) and to develop the Property consistent with this Agreement, and all applicable City codes and standards (including zoning) and other applicable governmental regulations, laws, standards, policies, and procedures in effect at the time permits for work applicable to or governed by this Agreement are submitted to the City (hereinafter, “Laws”); 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 rezone the Property from Industrial (I) and to the Community Commercial Mixed (CCM) zone 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: In an effort to stimulate development and growth in the City, Owner enters into this Agreement to obtain rezoning of the Property while the City seeks to obtain surety regarding the manner in which the Property will be developed as contemplated by Idaho Code § 67-6511A. Owner acknowledges that City has no duty to rezone 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 east of N. Cabela Way, west of N. Beck Rd, and north of Interstate 90 and is more particularly described and depicted 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 in accordance with the Laws. Owner agrees to adhere to all Laws; 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 to the Owner's Property boundaries, 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 (including the KMPO Critical Access Corridor Policy).
- 2.2. Applicable Standards: Owner agrees that all Laws 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 permits are submitted to the City. If Owner fails to comply with applicable Laws while 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, all claims against the City relating to the City withholding development approval regarding the items contained in this Section 2.2 and as authorized by this Section 2.2 to the extent such withholding of approval is caused by the Owner's failure to comply with this Section 2.2.
- 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, all claims against the City relating to the City withholding development approvals regarding the items contained in this Section 2.4 to the extent such withholding of approvals is caused by the

Owner's failure to comply with this Section 2.4. 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. DEVELOPMENT OF THE PROPERTY

- 3.1. Multi-Family Apartment Limitation: Owner agrees that no more than 15.98 acres of the Property (28.5% of the Property) may be used for multi-family development and that multi-family cannot exceed forty-five feet (45') in height. Owner also agrees that multi-family uses can only be developed in those locations depicted on Exhibit B and that multi-family development located north of West Pointe Parkway may not exceed 380 feet of frontage on that street. Other allowed uses of the Property will be determined by the zoning in place on the Property at the time development applications are filed with the City.
- 3.2. Other Limitations on Development: Owner agrees that the Property will be developed in compliance with all Laws. Additionally, Owner agrees to comply with the additional restrictions contained in this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for future residents.
- 3.3. Potential Water Reclamation Impacts: The parties agree that developing multi-family residential uses on the Property may generate more sewer than the previously approved commercial and industrial uses and may negatively impact wastewater collection capacity, especially during peak hours, in sewer mains and lift stations serving the Property and surrounding properties. As such, the Owner will conduct a wastewater capacity study to evaluate the impacts of the multi-family development on wastewater capacity in the area including comparing anticipated flow rates to existing infrastructure capacity and the availability of emergency storage. Owner agrees to complete the wastewater capacity study, at its sole cost, and agrees not to request building permits for any multi-family development on the Property until the study is completed. Owner further agrees that it will not seek certificates of occupancy for any multi-family residential development on the Property until all of the recommendations contained in the study, if any, to ensure adequate wastewater capacity for the multi-family residential development have been constructed by the Owner, at its sole cost, and accepted by the City. Owner agrees that the City may withhold building permits, certificates of occupancy, or other development approvals, for the Property that do not comply with this Section 3.3 and the Owner waives any and all claims against the City resulting from the withholding of development approvals regarding the items contained in this Section 3.3 and as authorized by this Section 3.3 to the extent such withholding of approval is caused by the Owner's failure to comply with this Section 3.3.
- 3.4. Potential Transportation Impacts: The parties agree that developing multi-family residential uses on the Property may generate more traffic, or create different traffic impacts, than the previously approved commercial and industrial uses. As such, the Owner will conduct a traffic study to evaluate the impacts of the multi-family development on traffic capacity in the area including verifying lane configurations, turn pocket sizing, and

signal timing relative to established level of service requirements within the Property and the immediate vicinity. Owner agrees to complete the traffic study, at its sole cost, and agrees not to request building permits for any multi-family development on the Property until the study is completed. Owner further agrees that it will not seek certificates of occupancy for any multi-family residential development on the Property until all of the recommendations contained in the study to ensure adequate traffic capacity for the multi-family residential development have been constructed by the Owner, at its sole cost, and accepted by the City. Owner agrees that the City may withhold building permits, certificates of occupancy, or other development approvals, for the Property that do not comply with this Section 3.4 and the Owner waives any and all claims against the City resulting from the withholding of development approvals regarding the items contained in this Section 3.4 and as authorized by this Section 3.4 to the extent such withholding of approval is caused by the Owner's failure to comply with this Section 3.4.

ARTICLE IV. FEES

- 4.1. 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), annexation fees, 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.

ARTICLE V. MISCELLANEOUS

- 5.1. 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.
- 5.2. Default: A party shall be deemed to be in default under this Agreement if such party breaches any covenants, agreements or obligations under this Agreement, and thereafter fails to cure such breach within thirty (30) days after such party's receipt of written notice thereof from the other non-breaching party; provided that if the nature of the breach is such that the same cannot reasonably be cured within the thirty (30) day period, such party shall have such additional time necessary to complete such cure so long as it has diligently commenced such cure within said thirty (30) day period. Owner agrees that in the event the Owner is in default under this Agreement beyond the applicable cure period, the City may terminate this Agreement in its sole judgement and rezone the Property to its prior zone. Owner waives, on behalf of itself and any successors in interest, any claims it may have or acquire for declaring an default of this Agreement and rezoning the Property as allowed by this Section 5.2 . City agrees that in the event the City is in default under this Agreement beyond the applicable cure period, the Owner may seek any and all remedies available to it at law or equity. Notwithstanding the foregoing, the parties shall comply with the provisions contained in Section 5.12 before a determination to terminate this Agreement is made.

- 5.3. 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 all causes of action, claims and damages that arise as a result of the Owner's development of the Property, except to the extent caused solely by the negligent acts or omissions by the City or its agents.
- 5.4. Time is of the Essence: Time is of the essence in this Agreement.
- 5.5. Merger and Amendment: All promises and prior negotiations of the parties' related to the approval of the CCM zone 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.
- 5.6. 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.
- 5.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 5.8. 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.
- 5.9. 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.
- 5.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable Laws.
- 5.11. 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.
- 5.12. 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.
- 5.13. 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.

- 5.14. 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.
- 5.15 Consent: The parties agree that when a consent or approval is requested from a party, the other party shall not unreasonably withhold, delay, or condition such consent or approval.

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

THE POINTE PARTNERS, LLC

By: _____
Ronald G. Jacobson, Mayor

By: _____
Kip L. Wadsworth, Manager

Attest:

Shannon Howard, City Clerk

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.

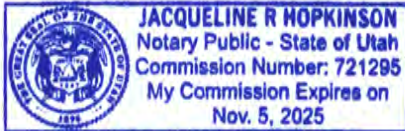
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF UTAH)
) : ss
 County of Salt Lake)

On this 9th day of August, 2022, before me, a Notary for the State of Idaho, personally appeared **Kip L. Wadsworth, Manager**, The Pointe Partners, LLC, 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 on behalf of the corporation.

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



Jacqueline R. Hopkinson
Notary Public for the State of Utah
Residing at: SALT LAKE COUNTY, UTAH
Commission Expires: 11-05-2025

Exhibit A

Legal Description:

A zoning boundary being a portion of Block 2 of The Pointe at Post Falls, as same is shown on the official plat thereof, recorded in Book K of Plats on Page 117, Kootenai County Records, being situate in Section 1 and Section 12, Township 50 North, Range 6 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows;

COMMENCING at the quarter corner common to said Section 1 and Section 12 (from which the west section corner common to said Section 1 and Section 12 bears N 89° 13' 30" W, 1920.45 feet in distant), Thence S 38° 23' 02" E, 462.40 feet, said point being common with the southerly right of way of Point Parkway and the northwest corner of Parcel B, as shown on Record of Survey Instrument Number 2846679000, Kootenai County Records, and the POINT OF BEGINNING;

Thence the following 7 courses along said southerly right of way line;

Thence 163.22 feet on the arc of a curve to the left, having a radius of 2048.50 feet, a central angle of 04° 33' 55", and whose long chord bears N 67° 54' 08" E, 163.18 feet;

Thence N 65° 37' 10" E, 851.36 feet to a point of curvature;

Thence 192.14 feet on the arc of a curve to the right, having a radius of 451.50 feet, a central angle of 24° 22' 56", and whose long chord bears N 77° 48' 38" E, 190.69 feet;

Thence N 89° 59' 59" E, 145.05 feet to a point of curvature;

Thence 22.49 feet on the arc of a curve to the left, having a radius of 3040.00 feet, a central angle of 00° 25' 26", and whose long chord bears S 25° 01' 45" E, 22.49 feet;

Thence N 64° 45' 32" E, 47.70 feet;

Thence leaving southerly right of way, S 89° 59' 58" E, 464.94 feet;

Thence S 00° 00' 00" W, 148.33 feet to a point of curvature;

Thence 39.39 feet on the arc of a curve to the left, having a radius of 475.00 feet, a central angle of 04° 45' 06", and whose long chord bears S 02° 22' 33" E, 39.38 feet;

Thence S 04° 45' 06" E, 169.51 feet;

Thence S 36° 51' 40" E, 88.54 feet;

Thence S 11° 13' 31" E, 319.72 feet to a point on the northerly right away of Highway 90;

Thence the following 3 courses on said northerly right of way;

Thence S 70° 29' 27" W, 940.62 feet;

Thence S 72° 58' 50" W, 690.69 feet;

Thence S 79° 56' 05" W, 119.95 feet;

Thence N 16° 18' 50" W, 859.87 feet to the POINT OF BEGINNING

The above described zoning boundary contains 37.259 acres (1,622,992 sq. ft.), more or less.

A zoning boundary being a portion of Block 3 of The Pointe at Post Falls, as same is shown on the official plat thereof, recorded in Book K of Plats on Page 117, Kootenai County records, being situate in Section 1 and Section 12, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

COMMENCING at the quarter corner common to said Section 1 and Section 12 (from which the west section corner common to said Section 1 and Section 12 bears N 89° 13' 30" W, 1920.45 feet in distant); thence N 89° 13' 30" W, 636.03 feet on the section line common to Section 1 and Section 12, said point being common with the northwest boundary of Lot 8 of said Block 3 and being the POINT OF BEGINNING;

Thence N 51° 17' 15" E, 227.76 feet; on the west boundary of said Lot 8 to the southwest corner of Parcel G as shown on Record of Survey Instrument Number 2480307000, recorded in Book 26, Page 33, Kootenai County Records;

Thence the following six courses on the exterior boundary of said Parcel G:

Thence N 51° 17' 15" E, 388.82 feet;

Thence N 53° 46' 07" E, 390.59 feet;

Thence S 37° 19' 49" E, 140.03 feet;

Thence N 53° 46' 07" E, 126.83 feet;

Thence S 36° 13' 53" E, 305.49 feet;

Thence S 53° 47' 13" W, 62.93 feet;

Thence the following three courses on the exterior boundary of said Parcel G and Parcel H as shown on said Record of Survey:

Thence S 36° 13' 06" E, 286.67 feet to a point of curvature;

Thence 69.76 feet on the arc of a curve to the right, having a radius of 330.00 feet, a central angle of 12° 06' 43", and whose long chord bears S 30° 11' 45" E, 69.63 feet;

Thence S 24° 08' 24" E, 89.12 feet to a point on the northerly right of way of Pointe Parkway;

Thence the following three courses on said northerly right of way:

Thence on said northerly right of way, S 65° 36' 59" W, 351.38 feet to a point of curvature;

Thence 274.52 feet on the arc of a curve to the right, having a radius of 1951.56 feet, a central angle of 08° 03' 34", and whose long chord bears S 69° 38' 46" W, 274.29 feet;

Thence S 73° 40' 34" W, 586.72 feet to a point of curvature;

Thence 31.41 feet on the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 89° 58' 58", and whose long chord bears N 61° 19' 26" W, 28.28 feet to a point common to the easterly right of way of Cabala Way;

Thence the following three courses on said easterly right of way of Cabala Way:

Thence N 16° 19' 26" W, 30.69 feet to a point of curvature;

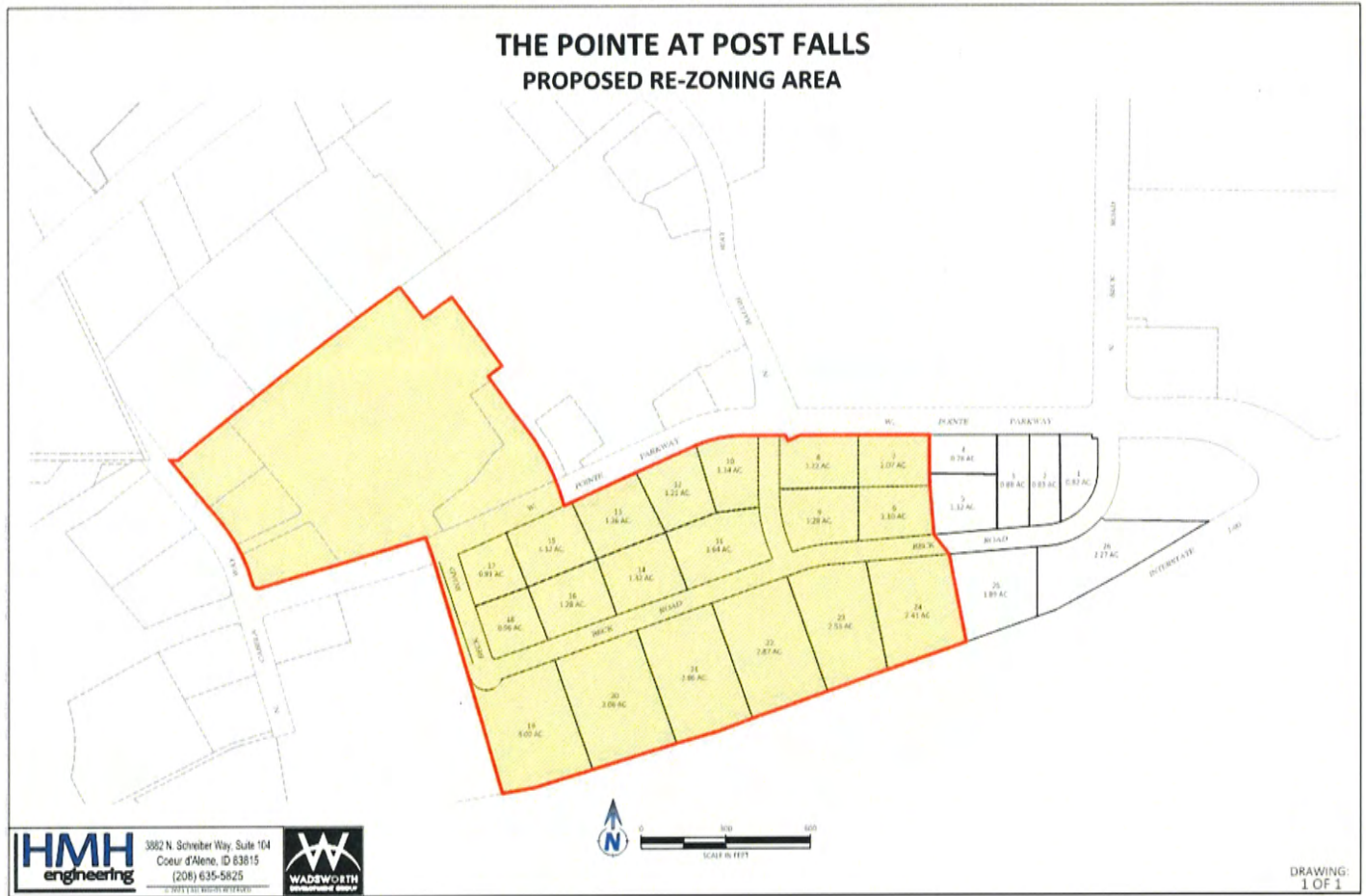
Thence 218.36 feet on the arc of a curve to the left, having a radius of 540.00 feet, a central angle of 23° 10' 08", and whose long chord bears N 27° 54' 37" W, 216.88 feet;

Thence N 39° 29' 32" W, 291.36 feet to a point on the section line common to said Section 1 and Section 12;

Thence S 89° 13' 42" E, 29.63 feet on said section line to the POINT OF BEGINNING.

The above-described zoning boundary contains 18.915 acres (823,937 sq. ft.), more or less.

Depiction:





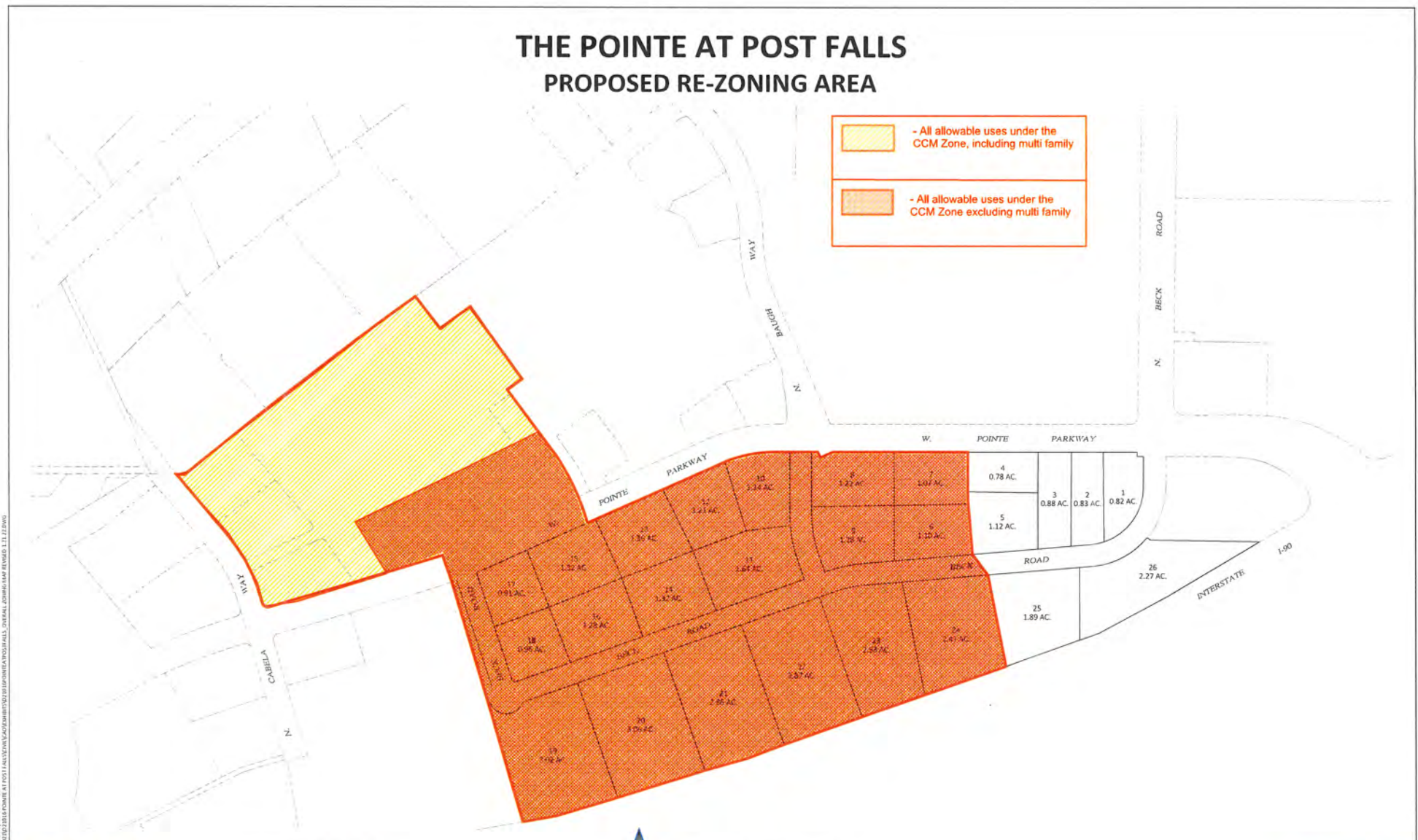
HMH engineering
3982 N. Schweber Way, Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

WADEWORTH
LANDSCAPE ARCHITECTURE

DRAWING:
1 OF 1

THE POINTE AT POST FALLS PROPOSED RE-ZONING AREA

-  - All allowable uses under the CCM Zone, including multi family
-  - All allowable uses under the CCM Zone excluding multi family



File Date: 12/15/2021 12:22 PM. Plotted By: Jordan Weber
 Path: Z:\SOC\1801\1801\CD\180112\1801\THE POINTE AT POST FALLS\WORKSPACE\180112\1801\THE POINTE AT POST FALLS\JOB\180112\1801\180112.DWG



3882 N. Schreiber Way, Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825



EXHIBIT B

DRAWING:
1 OF 1

Jacklin-Prairie Annexation File No. ANNX-0012-2021

City Council

Reasoned Decision

A. INTRODUCTION:

APPLICANT: Rand Wichman

LOCATION: Generally located on the northeast corner of the future intersection of N. Zorros Rd. and W. Prairie Ave. and to the northwest corner of the future intersection of N. Fennecus Rd. and W. Prairie Ave., north of the planned Foxtail Community.

REQUEST: Zoning recommendation of Community Commercial Mixed (CCM) of approximately 78 acres AS DEPICTED IN EXHIBIT S-4.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Exhibit Map
4. A-4 Auth Letter
5. A-5 Title Report
6. A-7 Will Serve
7. A-8 Concept
8. S-1 Vicinity Map
9. S-2 Zoning Map
10. S-3 Future Land Use Map
11. S-4 Annexation Development Agreement
12. PA-1 KCFR Comments
13. PA-2 PFPD Comments
14. PA-3 PFHD Comments
15. PA-4 DEQ Comments
16. PC-1 Beesley Comments
17. PC-2 Burns Comments
18. PC-3 Stucki Comments
19. PC-4 Moore Comments
20. PC-5 Sgantas Comments
21. S-5 PZ Staff Report
22. S-4 Annexation Development Agreement
23. S-6 Signed Meeting Minutes 5-10-2022
24. S-7 Signed Zoning Recommendation
25. PC-6 Peterson Comments
26. PC-7 Kilmer Comments
27. Testimony at the July 5, 2022, City Council hearing including:

Jon Manley, Planning Manager.

Mr. Manley presented the staff report and noted that the applicant was seeking annexation of approximately 94 acres located to the north of Prairie Ave. between the future Zorros and Fennecus Roads. The area is currently in agricultural use with no significant topology or vegetation that would

impact development. He indicated that the applicant is requesting an initial zoning upon annexation of Community Commercial Mixed (CCM), which was recommended by the Planning and Zoning Commission following a public hearing. He noted that the CCM district requires a development agreement, which is included for review. He testified that the development agreement includes a restriction of no residential development within the property. The applicant is proposing an approximate 11 acre charter school site.

Mr. Manley testified that uses in the CCM zone are listed in the land use table contained in Section 18.20.030. The zone has a height restriction of 105 feet, which can be exceeded by a special use permit for medical, hospitality, and vertical mixed-use buildings. The area will be served by Ross Point Water District and the City will provide sewer service.

Rand Wichman, Applicant's Representative.

Mr. Wichman testified that the applicant is seeking annexation and zoning of approx. 94 acres next to the Jacklin farm property north of Prairie Avenue. He noted that the future land use designation is Transitional. He testified that they are viewing the property as a way to transition from the higher intensity commercial uses that will develop along Highway 41 to future residential uses further to the east. The CCM zone disallows some of the higher intensity uses allowed in the CCM zone and they have included a restriction on residential development in the development agreement. He noted that there is a planned school site on the property. He also testified that the applicant is planning on constructing the Prairie Trail through the property. Mr. Wichman requested that if the Council wants to include a 45 foot height limit in the development agreement, they would request the ability to exceed that, if necessary, by seeking a special use permit. He testified that the application will be compatible with the developing commercial project to the east.

Gordon Dobler, Applicant's Representative.

Mr. Dobler testified that the development agreement calls for the dedication of the rights of way for the adjoining roads that will be developed with construction including Prairie, Zorros, Fennecus, and Harvest roads. Harvest Road will ultimately have a signalized intersection with Highway 41.

Ed Kaitz.

Mr. Kaitz testified that he is the board chair for Kootenai Classical Academy, which will be located on the property. He indicated that the K-12 public charter school is a fantastic opportunity for the parents, children, and citizens of Post Falls and Kootenai County.

Michael Burgess.

Mr. Burgess testified that the CCM zoning is appropriate to transition from the commercial areas to the west and the school site will help set the tone for the area. He testified that the Comprehensive Plan prioritizes schools next to pedestrian and bicycle facilities. Mr. Burgess questioned whether there could be a more appropriate use next to the Prairie Trail. He noted that the feeling of the community will be grown and preserved helping Post Falls to remain a desirable, stable, sustainable community.

Samantha Steigleder.

Ms. Steigleder testified that she is in favor of the annexation and she appreciates the limitation on residential development in the annexation agreement. She noted that she is opposed to reducing the allowed heights.

Michael Schelstrate.

Mr. Schelstrate testified that the proposed CCM zoning makes a good transition from the Prairie

Crossing Commercial area and is consistent with the goals and policies in the Comprehensive Plan for the Highway 41 north corridor.

Sarah Fisher.

Ms. Fisher testified that she has children with learning disabilities and children who need to be challenged and a classical education will provide amazing education opportunities. She is not a fan of growth but this type of school will attract family centered growth that North Idaho is known for.

Nina Beesley.

Ms. Beesley testified that the proposal is consistent with the goals and policies of the comprehensive plan and the future land use map in the plan. This land supports community needs for community by providing schools to meet area needs since area schools are at or over capacity. Given that, this proposal will provide a needed service to the community and our students.

Gary Retter.

Mr. Retter testified that he is the owner/operator of the Peak Health and Wellness centers. They are full-service clubs and our current location in Post Falls is by Super One. Our new location will be adjacent to the proposed school. He noted that he is in favor of this proposal as it will complement the Prairie shopping center site. He noted that the larger area around Highway 41 and Prairie Avenue will become a regional hub allowing schools and commercial uses in this area will allow people to access services closer, which will help to reduce traffic.

Shelly Moore.

Ms. Moore testified that the proposed charter school in the area up for annexation may be the most important vote the council will ever take because the school will have an amazing effect on the whole Post Falls community by bringing in an excellent player, the school, into the city.

Victoria Slater.

Ms. Slater testified that the annexation will help to meet the Comprehensive Plan goals by supporting beneficial growth, keeping Post Falls prosperous, and benefiting the civic health of the community by providing a school that will allow improved academic performance.

Michael Moore.

Mr. Moore testified in support of the annexation to support the school and open space.

Rachelle Ottosen.

Ms. Ottosen testified that she is in favor of the annexation and the school.

Howard Burns.

Mr. Burns testified that he is pleased that there is no proposed residential uses but that he is concerned that annexation fees can't be collected for educational facilities. He noted that there should not be any roundabouts on Prairie Avenue and that the development agreement should ensure that no other uses can go onto the school site. He also supported a height limit for the site.

Steve Ridenour.

Mr. Ridenour testified on behalf of GVD Partners who owns the property to the west of this site. He noted that they are in support of the school but they disagree with the restriction against residential

development on the site because it goes against proper planning to provide supportive residential uses near to the commercial uses in this area.

Tamie Bremer.

Ms. Bremer testified that while she is not opposed to the school, she is concerned with the big picture of the annexation and the potential for multi-family residential uses to be added in the future. She also supports a height restriction for the property because taller buildings do not fit a small town feel and is concerned about the aquifer and about roundabouts on Prairie Ave.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of Community Commercial Mixed (CCM) on approximately 94 acres as part of the annexation into the City of Post Falls. The Future Land Use Map designates this area as Transitional within the 41 North focus area.

The Council finds that the following items affirm or guide development of key policies for this area, or suggest future action items for the 41 North focus area:

- Focus provisions for multi-family, commercial, and tech uses near higher-classified roadways;
- Development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail;
- Manage development patterns in the airport fly zone east of 41 and north of Prairie Avenue, coordinating with the 2018 Coeur d'Alene Airport Master Plan;
- Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

The Council finds that evidence and testimony demonstrate that the requested zoning designation is supported by the 41 North Focus area, it is along an existing commercial corridor and fits in with the surrounding area. Therefore, the request would be consistent with the Future Land Use Map.

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 Council finds the requested zoning is consistent with the following goals and policies contained in the comprehensive plan:

Goals:

Goal 1: *Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.*

The Council finds that the annexation will allow for the development of a school and pedestrian/bicycle facilities that will aid in creating a balanced, resilient economy.

Goal 2: *Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.*

As noted above, the annexation will allow for a new charter school and other amenities that will provide a high quality and affordable enhancement to community services.

- 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:

Based on the staff report, the Council finds that the proposed area is adjacent to Prairie Avenue (Principal Arterial) as well as three collector streets (Fennecus, Zorros, and Harvest) that will be extended with development. The requested zoning is consistent with anticipated land uses and traffic volumes anticipated within the City's Transportation Master Plan. As such, the Council finds the request consistent with this criterion.

Compatibility with Existing Development and Future Uses:

Based on the staff report, the Council finds that to the west is vacant Technology Mixed (TM) and other vacant Community Commercial Services (CCS) zoned undeveloped lands that are just beginning to develop in a manner consistent with the requested CCM zone. The surrounding properties are currently vacant but would be expected to develop with less intensity as you move away from the Highway 41 corridor. The CCM zone will allow for a transition of uses as testified to by Rand Wichman, which will make the requested zone compatible with future development within the city.

Geographic/Natural Features:

Based on the staff report, the Council finds that 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 proposed zone is located along higher classified roadways. Prairie Avenue is classified as a Principal Arterial and the property is also adjacent to three collectors (Fennecus, Zorros and Harvest). Given that, the Council finds that the requested zoning is consistent with this criterion.

- 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 that this criterion is not applicable to the request, the proposal is along higher classified roadways and is not for limited commercial or lower density residential, nor is any in the immediate area.

- 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 as there are no industrial uses or industrial zoned properties within the area.

D. DECISION OF THE CITY COUNCIL:

ANNX-0012-2021, INITIAL ZONING: Based on the record established during the public hearing process and the recommendation of the Planning and Zoning Commission, The Council approves the requested CCM zoning for the property upon the successful completion of the annexation

process.

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.

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 8/16/2022

DATE: 8/11/2022 10:13 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: Fiscal Year 2023 Budget Hearing

ITEM AND RECOMMENDED ACTION:

Staff will present the operation, personnel, and capital items suggested to fund for fiscal year 2023.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Council Budget Workshops: May 17th, 2022 & June 21st, 2022

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

NOTICE OF PUBLIC HEARING
 PROPOSED BUDGET FOR CITY OF POST FALLS
 FOR THE FISCAL YEAR 2022 - 2023

Notice is hereby given that the City Council of Post Falls will hold a public hearing for consideration of the proposed budget for the fiscal period October 1, 2022 to September 30, 2023 pursuant to the provisions of Section 50-1002, Idaho Code, said hearing to be held at Post Falls City Hall, 408 North Spokane St, Post Falls, Idaho, at 6 p.m. on August 16th, 2022. At said hearing interested persons may appear and show cause, if any they have, why said proposed budget should or should not be adopted. A copy of the proposed budget is available for inspection at City Hall weekdays between the hours of 8 a.m. and 5 p.m. on regular business days.

PROPOSED EXPENDITURES

	Actual FY 20-21	Budgeted FY 21-22	Proposed FY 22-23
GENERAL FUND:			
MAYOR/COUNCIL	\$ 194,705	\$ 200,954	\$ 205,946
IS DEPARTMENT	\$ 503,133	\$ 416,875	\$ 378,248
GENERAL SERVICES	\$ 258,760	\$ 276,993	\$ 277,028
FINANCE	\$ 857,001	\$ 808,358	\$ 821,831
CITY CLERK	\$ 77,374	\$ 82,588	\$ 82,570
LEGAL SERVICES	\$ 671,007	\$ 824,005	\$ 799,005
CABLE FRANCHISE	\$ 147,080	\$ 140,822	\$ 140,789
HUMAN RESOURCES	\$ 234,339	\$ 247,028	\$ 247,968
POLICE	\$ 7,015,130	\$ 7,424,332	\$ 7,697,930
OASIS	\$ 185,312	\$ 128,979	\$ 128,979
LIBRARY DEPARTMENT	\$ 17	\$ -	\$ -
ANIMAL CONTROL	\$ 170,147	\$ 179,848	\$ 179,848
STREET	\$ 2,347,947	\$ 3,377,064	\$ 4,906,576
PUBLIC WORKS	\$ 7,153	\$ 8,850	\$ 8,850
FACILITY MAINTENANCE	\$ 278,021	\$ 310,386	\$ 363,486
FLEET MAINTENANCE	\$ 1,159,277	\$ 1,222,152	\$ 1,683,198
GIS	\$ 196,522	\$ 212,729	\$ 222,745
URBAN FORESTRY	\$ 188,799	\$ 380,981	\$ 209,181
CEMETERY	\$ 300,049	\$ 290,308	\$ 321,348
PARKS	\$ 2,137,069	\$ 3,248,257	\$ 2,735,568
RECREATION	\$ 805,981	\$ 1,059,031	\$ 1,059,281
PLANNING & ZONING	\$ 439,575	\$ 339,903	\$ 339,903
BUILDING INSPECTOR	\$ 596,452	\$ 669,355	\$ 683,043
CITY ENGINEER	\$ 585,893	\$ 692,567	\$ 692,709
COMMUNITY DEVELOPMENT ADMIN	\$ 288,323	\$ 204,812	\$ 257,897
STREET LIGHTS	\$ 617,550	\$ 620,000	\$ 650,000
CAP IMPROVEMENT/OTHER	\$ 418,983	\$ 2,406,448	\$ 8,023,591
PERSONNEL POOL	\$ 3,321,370	\$ 3,379,776	\$ 5,778,270
TRANSFERS OUT	\$ 180,558	\$ 375,000	\$ -
SUBTOTAL-GF DEPT EXPEND	\$ 24,183,530	\$ 29,528,400	\$ 38,895,787
PERSONNEL POOL	\$ 3,684,510	\$ 4,560,852	\$ 4,281,000
ANNEXATION FEE ACCOUNT	\$ 69,976	\$ 2,900,000	\$ 3,700,000
SUBTOTAL-DED GF ACCOUNTS	\$ 3,754,486	\$ 7,460,852	\$ 7,981,000
TOTAL GENERAL FUND	\$ 27,938,015	\$ 36,989,252	\$ 46,876,787
SPECIAL REVENUE FUNDS:			
COMP LIABILITY INSURANCE	\$ 278,459	\$ 338,249	\$ 310,466
STREET LIGHTS	\$ -	\$ -	\$ -
911 SUPPORT	\$ 166,439	\$ 527,507	\$ 555,780
DRUG SEIZURE	\$ 59,746	\$ 135,000	\$ 530,000
HUD LOANS	\$ -	\$ -	\$ -
SPECIAL EVENTS	\$ 21,068	\$ 46,248	\$ 48,320
CEMETERY CAPITAL IMPROVEMENT	\$ 7,193	\$ 202,500	\$ 202,500
TOTAL SPECIAL REV FUND EXPEND	\$ 532,905	\$ 1,249,504	\$ 1,647,066
CAPITAL PROJECTS FUNDS:			
FACILITY RESERVE ACCOUNT	\$ -	\$ 1,807,000	\$ 2,500,000
PUBLIC SAFETY IMPACT FEES	\$ 36,112	\$ 1,463,000	\$ 2,355,000
STREETS IMPACT FEES	\$ 813,172	\$ 25,195,984	\$ 2,022,140
PARKS IMPACT FEES	\$ 1,002,435	\$ 4,260,000	\$ 4,665,000
KOOTENAI FIRE/EMS IMPACT FEES	\$ -	\$ -	\$ 2,000,000
FALLS PARK	\$ -	\$ -	\$ -
STREET CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -
TOTAL CAPITAL PROJECTS FUND EXP.	\$ 1,851,720	\$ 32,725,984	\$ 13,542,140
DEBT SERVICE FUNDS:			

LID 96-1 DEBT SERVICE	\$ -	\$ -	\$ -
LID 99-1 DEBT SERVICE	\$ 2,885	\$ -	\$ -
LID 2004-1 DEBT SERVICE	\$ 441,021	\$ 528,000	\$ 528,000
LID GUARANTEE	\$ 150	\$ 150	\$ 150
LID 91-1 DEBT SERVICE	\$ -	\$ -	\$ -
TOTAL DEBT SERVICE FUND EXP.	\$ 444,056	\$ 528,150	\$ 528,150
ENTERPRISE FUNDS:			
SEWER (OPERATING)	\$ 5,604,192	\$ 38,753,693	\$ 25,651,734
SEWER (COLLECTIONS)	\$ 525,436	\$ 1,300,872	\$ 1,201,041
SEWER (RECYCLED WATER)	\$ 6,198	\$ 7,202	\$ 7,201
SEWER (SURFACE WATER)	\$ 276,492	\$ 312,332	\$ 312,223
SEWER CONST - WWTP	\$ 212,691	\$ 48,543,389	\$ 17,426,274
SEWER CONST - COLLECTORS	\$ -	\$ 5,301,000	\$ 14,540,000
STORM WATER	\$ -	\$ -	\$ -
SANITATION	\$ 3,599,165	\$ 3,553,481	\$ 3,534,608
WATER (OPERATING)	\$ 2,645,328	\$ 3,087,686	\$ 3,610,492
WATER CONSTRUCTION	\$ -	\$ 1,100,000	\$ 1,805,000
TOTAL ENTERPRISE FUND EXP.	\$ 12,869,501	\$ 101,959,656	\$ 68,088,573
TOTAL ALL FUND EXPENDITURES	\$ 43,636,197	\$ 173,452,546	\$ 130,682,716

PROPOSED REVENUES/FUNDING RESOURCES

GENERAL FUND:			
PROPERTY TAX REVENUE	\$ 12,567,727	\$ 12,871,953	\$ 14,581,793
OTHER REVENUE	\$ 18,142,602	\$ 11,107,669	\$ 16,643,541
OTHER FINANCING SOURCES	\$ 1,881,699	\$ 2,017,993	\$ 2,271,836
FUND BALANCE REBUDGETED	\$ -	\$ 3,530,786	\$ 5,398,617
GENERAL FUND DEDICATED ACCOUNTS:			
OTHER REVENUE	\$ 803,194	\$ 660,000	\$ 660,000
OTHER FINANCING SOURCES	\$ 3,296,411	\$ 3,300,000	\$ 4,121,000
FUND BALANCE REBUDGETED	\$ -	\$ 3,500,852	\$ 3,200,000
TOTAL GENERAL FUND RESOURCES	\$ 36,691,632	\$ 36,989,253	\$ 46,876,787
SPECIAL REVENUE FUNDS:			
PROPERTY TAX REVENUE	\$ 255,950	\$ 170,000	\$ 170,000
OTHER REVENUE	\$ 719,172	\$ 626,794	\$ 627,139
OTHER FINANCING SOURCES	\$ 183,008	\$ 202,710	\$ 174,927
FUND BALANCE REBUDGETED	\$ -	\$ 250,000	\$ 675,000
TOTAL SPEC. REV. FUND RESOURCES	\$ 1,158,130	\$ 1,249,504	\$ 1,647,066
CAPITAL PROJECTS FUNDS:			
OTHER REVENUE	\$ 4,014,200	\$ 25,719,512	\$ 4,315,000
OTHER FINANCING SOURCES	\$ 430,558	\$ 350,000	\$ 500,000
FUND BALANCE REBUDGETED	\$ -	\$ 6,656,472	\$ 8,727,140
TOTAL CAPITAL PROJECTS RESOURCES	\$ 4,444,758	\$ 32,725,984	\$ 13,542,140
DEBT SERVICE FUNDS:			
OTHER REVENUE	\$ 37,040	\$ 128,000	\$ 128,000
OTHER FINANCING SOURCES	\$ 150	\$ 150	\$ 150
FUND BALANCE REBUDGETED	\$ -	\$ 400,000	\$ 400,000
TOTAL DEBT SERVICE RESOURCES	\$ 37,190	\$ 528,150	\$ 528,150
ENTERPRISE FUNDS:			
OPERATING REVENUES	\$ 22,415,503	\$ 20,038,300	\$ 20,924,190
CONTRIBUTED CAPITAL/CAP FEES	\$ 13,102,950	\$ 6,854,000	\$ 6,550,000
OTHER FINANCING SOURCES	\$ 79,920	\$ 27,079,920	\$ 13,079,920
FUND EQUITY REBGTD./BOND	\$ -	\$ 47,987,435	\$ 27,534,463
TOTAL ENTERPRISE FUND RESOURCES	\$ 35,598,373	\$ 101,959,655	\$ 68,088,573
TOTAL ALL ESTIMATED RESOURCES	\$ 77,930,083	\$ 173,452,546	\$ 130,682,716

I, Jason Faulkner, City Treasurer for the City of Post Falls, Idaho, do hereby certify that the above is a true and correct statement of the proposed expenditures and revenues for the fiscal year 2022-2023, all of which have been tentatively approved by the City Council and entered at length in the Journal of Proceedings. Publication dates for the notice of public hearing are August 16th, 2022 in the "CDA Press."

Dated June 30th, 2022

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 8/16/2022

DATE: 8/10/2022 8:16 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: Fiscal Year 2023 Fee Resolution

ITEM AND RECOMMENDED ACTION:

Attached are the suggested rates for fiscal year 2023, effective October 1st, 202. If approved after the public hearing, Council will instruct staff to return to the next council meeting with the FY 2023 Fee Resolution.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

RESOLUTION NO. _____

RESOLUTION ADOPTING CITY OF POST FALLS' FEE SCHEDULE

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:

<u>FEE TYPE</u>	<u>ATTACHMENT NO.</u>
Utility Fees	1
Recreation Fees	2
Parks Fees	3
Cemetery Fees	4
Community Development Fees	5
Public Safety Fees	6
Administrative Fees	7
Local Improvement District Fees	8
Records & Copy Fees	9
Permit Valuation Chart	10

City staff is directed to take all administrative actions necessary to implement the attached listing of effective City fees.

Any fee inconsistent with the provisions of this Resolution is hereby repealed or superseded to the extent of such inconsistency, as appropriate.

The revised fee schedule shall be effective beginning October 1st, 2022, unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council.

DATED this _____ day of _____, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

ATTACHMENT 1 - UTILITY FEES

WATER:

Capitalization Fees:

<u>Service Size</u>		<u>Capitalization Fee</u>		
3/4 - 1"	\$	3,773.99	\$ 3,273.00	-13.3%
1" (Commercial)	\$	6,289.99	\$ 5,455.00	-13.3%
1 1/2"	\$	12,579.97	\$ 10,910.01	-13.3%
2"	\$	20,127.96	\$ 17,456.01	-13.3%
3"	\$	40,255.91	\$ 34,912.02	-13.3%
4"	\$	62,899.80	\$ 54,550.04	-13.3%
6"	\$	125,799.73	\$ 109,100.08	-13.3%
8"	\$	185,177.76	\$ 160,606.22	-13.3%

Use Fees:

The sum of the following elements (A+B):

A. BASE FEE FOR ALL USERS:

<u>Meter Size</u>		<u>Monthly Fee</u>		
1" or less	\$	12.07	\$ 12.44	3.07%
1.5"	\$	20.21	\$ 20.82	3.00%
2"	\$	30.04	\$ 30.95	3.03%
3"	\$	53.07	\$ 54.67	3.01%
4"	\$	85.74	\$ 88.32	
6"	\$	167.65	\$ 172.68	3.00%
8"	\$	290.20	\$ 298.91	3.00%

B. USAGE FEE FOR ALL USERS ON A PER THOUSAND GALLON BASIS:

Each 1,000 gallon unit or any portion thereof for residential and irrigation accounts:

0 to 49,000 gallons	\$	1.33	\$ 1.37	3.00%
50,000 gallons +	\$	1.91	\$ 1.97	3.00%

Each 1,000 gallon unit or any portion thereof for all other accounts:

0 + gallons	\$	1.33	\$ 1.37	3.00%
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RECLAIMED WATER:

Capitalization Fees:

Basic Capitalization Fee

The revised fee schedule shall be effective beginning October 1st, 2021, unless another Commercial/Industrial Capitalization Fee - A minimum of \$5,983.00 plus an additional \$5,983.00 for each 5,000 gallons of reclaimed water flow based upon water consumption, above the first 5,000 gallons per month.

6,959
16.31%

User Fees:

That pursuant to Section 13.32.120 of the Post Falls Municipal Code, requiring revision to the user fees when costs or the number of equivalent users change so as to affect the ability of the system to provide the intended service, and increases have occurred since 2012 in the number of equivalent residential users and the costs of operation, maintenance, debt service and capital replacement; and is an essential part of the protection and management of the reclaimed water collection and treatment system; and the costs associated with reclaimed surface water management should be included in the costs of maintenance of the reclaimed water collection and treatment system, the reclaimed water rates of the City of Post Falls shall be as follows:

The equivalent residential user base charge for reclaimed water service shall be increased to sixty-five dollars and sixteen cents (\$65.16) per month, and \$13.06 per 1,000 gallons of water use over 5,000 gallons for commercial units.

\$ 66.79

\$ 13.39

SOLID WASTE:

A. That the base rate for current 35 gallon cart residential users shall be \$8.63 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler. Maintenance of such rate for existing 35 gallon cart customers shall depend upon compliance with the administrative rules established for the one-can rate;

\$ 9.24

B. That the base rate for 96 gallon cart residential users shall be \$11.55 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler;

\$ 12.36

C. That the base rate for one-can (now known as 35 gallon cart customers) residential users was discontinued as a rate option effective June 1, 1999, with those currently signed up for this option, and in compliance with the required sticker on their garbage can, being allowed to keep this option until such time garbage rates are changed in the future. New residential customers shall be charged the base residential rate of \$11.55 per month with a 96 gallon cart weekly disposal allowance;

\$ 12.36

D. That all garbage placed for collection which exceeds the per-can base rate established for the account shall be charged at the rate of two dollars and fourty-two cents (\$2.42) per can equivalent, per pickup;

\$ 2.59

E. Commercial and additional rates will be as follows:

FL = Front Load

RL = Rear Load

Container Type	Pick-ups Per Week					
	1	2	3	4	5	6
96 Gallon Cart	\$ 20.88	\$ 28.46	\$ -	\$ -	\$ -	\$ -
300 Gallon Cart	\$ 36.03	\$ 79.64	\$ 119.48	\$ -	\$ -	\$ -
400 Gallon Cart	\$ 51.20	\$ 102.39	\$ 153.60	\$ -	\$ -	\$ -
FL Dumpster - 1 YD	\$ 31.19	\$ 62.59	\$ 89.14	\$ 115.67	\$ 142.22	\$ -
FL Dumpster - 1.5 YD	\$ 43.61	\$ 83.45	\$ 121.36	\$ 159.28	\$ 197.20	\$ -
FL Dumpster - 2 YD	\$ 54.07	\$ 103.37	\$ 151.71	\$ 199.11	\$ 246.50	\$ -
FL Dumpster - 3 YD	\$ 79.64	\$ 151.71	\$ 223.75	\$ 288.25	\$ 365.95	\$ -
FL Dumpster - 4 YD	\$ 96.71	\$ 183.61	\$ 273.07	\$ 356.50	\$ 439.95	\$ 533.69
FL Dumpster - 6 YD	\$ 130.85	\$ 246.50	\$ 358.38	\$ 472.15	\$ 585.93	\$ -
FL Dumpster - 8 YD	\$ 170.68	\$ 320.48	\$ 468.39	\$ 616.29	\$ 762.29	\$ 1,054.31
RL Dumpster - 1 YD	\$ 35.38	\$ 62.59	\$ 89.14	\$ 113.78	\$ 138.43	\$ -
RL Dumpster - 1.5 YD	\$ 50.26	\$ 87.23	\$ 127.08	\$ 149.80	\$ 183.93	\$ -
RL Dumpster - 2 YD	\$ 55.95	\$ 103.37	\$ 151.71	\$ 199.11	\$ 246.50	\$ -
RL Dumpster - 3 YD	\$ 81.53	\$ 151.71	\$ 223.75	\$ 288.25	\$ 365.95	\$ -
RL Dumpster - 4 YD	\$ 98.60	\$ 185.84	\$ 271.16	\$ 356.50	\$ 443.72	\$ -
RL Dumpster - 6 YD	\$ 168.78	\$ 295.81	\$ 420.95	\$ 544.24	\$ 667.48	\$ -
RL Dumpster - 8 YD	\$ 210.49	\$ 383.05	\$ 555.61	\$ 728.15	\$ 900.72	\$ -
Compactor - 4 YD	\$ 284.44	\$ 568.88	\$ 805.92	\$ -	\$ -	\$ -
Compactor - 5 YD	\$ 350.80	\$ 701.61	\$ 1,052.41	\$ -	\$ -	\$ -
Compactor - 6 YD	\$ 379.27	\$ 758.51	\$ 1,137.71	\$ -	\$ -	\$ -
Compactor - 10 YD	\$ 568.88	\$ 1,137.71	\$ 1,706.61	\$ -	\$ -	\$ -
Compactor - 15 YD	\$ 199.11	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 20 YD	\$ 265.58	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 30 YD	\$ 379.27	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 40 YD	\$ 521.46	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Only - 8 YD	\$ 210.49	\$ 383.05	\$ 555.61	\$ 728.15	\$ 900.72	\$ -
Construction Only - 10 YD	\$ 250.31	\$ 464.57	\$ 680.76	\$ 893.14	\$ 1,109.31	\$ -

Additional commercial sanitation will be charged at:

\$ 13.29	\$12.42 each additional pick up on a 96 gallon cart
\$ 18.04	\$16.86 each additional yard

Roll Off Boxes:

20 YD delivery	\$ 77.99	\$ 83.45
20 YD dump	186.08	\$ 199.11
30 YD delivery	77.99	\$ 83.45
30 YD dump	186.08	\$ 199.11
Roll off return trip	56.74	\$ 60.72
Roll off round trip	35.44	\$ 37.92
Roll off turn around	17.74	\$ 18.99

Special Hauls:

4 YD compact	\$ 104.32	\$ 97.49
5 YD compact	\$ 123.27	115.20
6 YD compact	\$ 136.53	127.59
10 YD compact	\$ 161.20	150.65

Special Hauls on Existing and Short Term Service (FL, RL and Side Load Bins):

96 Gallon commercial	\$ 11.38	\$	10.64	4 YD	\$ 41.73	\$	39.00
300 Gallon	\$ 18.98		17.74	6 YD FL	\$ 56.90		53.18
400 Gallon	\$ 25.64		23.96	6 YD RL	\$ 68.77		64.27
1 YD	\$ 11.38		10.64	8 YD FL	\$ 74.00		69.16
1.5 YD	\$ 22.76		21.27	8 YD RL	\$ 83.52		78.06
2 YD	\$ 24.66		23.05	10 YD RL	\$ 94.79		88.59
3 YD	\$ 30.33		28.35				

Bin Placement or Removal:

96 Gallon	\$	8.89	\$	9.52
300 Gallon		44.31	\$	47.42
400 Gallon		44.31	\$	47.42
1 - 8 YD FL		44.31	\$	47.42
1 - 10 YD RL		44.31	\$	47.42

Daily Rent:

96 Gallon	\$	0.46	\$	0.50	1 - 4 YD RL	\$	2.12	\$	1.98
300 Gallon		1.98	\$	2.12	6 - 8 YD FL &	\$	4.29		4.01
400 Gallon		1.98	\$	2.12	10 YD RL	\$	4.78		4.46
1 - 4 YD FL		1.98	\$	2.12	20 & 30 YD R	\$	5.63		5.26

Other Service Rates:

Delivery/Removal of Permanent Svc Container		44.31	\$	47.41
Make Container Lockable		58.72	\$	62.83
Special Haul Return Fee		44.31	\$	47.41
Gate Fee (each time)		8.84	\$	9.46
Driver Assistance Residential (each time)		5.34	\$	5.72
Driver Assistance Commercial (each time)		5.34	\$	5.72
Man and Truck 1 hour minimum (hour)		115.2	\$	123.27
Commercial Recycling Bin (month)		10.64	\$	11.39
Fighting Creek Trip Charge (each time)		168.36	\$	180.15
Return Trip Residential (each time)		8.89	\$	9.52
Return Trip Container (each time)		44.31	\$	47.42
Additional Cart Service		8.88	\$	9.51
96 Gallon Cart Exchange (each time)		10.64	\$	11.39
Return Trip Recycling (each time)		8.84	\$	9.46
Recycling Bin Removal (each time)		8.84	\$	9.46
Pack-out Service (special consideration for disabled and elderly) - (month)		7.10	\$	7.60
Saturday Pickup (each time)		17.74	\$	18.99
Container Wash (each time)		58.72	\$	62.83

F. The City Administrator is hereby authorized to establish specific rates for special services or circumstances which do not fit with the categories established hereby, maintaining a proper relationship between the service provided and costs charged by the City's contractor.

MINIMUM MONTHLY UTILITY CHARGE:

The City of Post Falls finds it appropriate and necessary that property owners benefited by municipal utility systems pay, at a minimum, the fixed capital and operational costs of the utility systems maintained to serve their property. The following provisions establish a base rate for availability of reclaimed water services and allowing a temporary waiver of solid waste collection fees when the property is unoccupied for thirty days or more.

- A. Notwithstanding any provisions of prior resolution to the contrary, every residential connection to the City reclaimed water collection and treatment system shall pay a minimum monthly charge (base rate) of \$22.21 for each month, or part thereof, for every month that reclaimed water disposal and treatment service are available to the property by connection but the residence is unoccupied and has been for a period of thirty (30) days or more. Commercial or industrial uses shall likewise pay a base monthly reclaimed water charge of \$22.21 per month per equivalent residential unit for those months during which the property is connected to the reclaimed water collection and treatment system but is unoccupied and has been for a period of thirty (30) days or more.

\$	22.77
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- B. Further, notwithstanding any provision of prior resolutions to the contrary, the monthly sanitation (solid waste) collection charge for any property to which water service is temporarily discontinued for a period of thirty (30) days or more may be temporarily waived proportionate to the time that water service is discontinued. The standard disconnect fee will be charged in association with this water disconnection if disconnection is restored earlier than thirty (30) days.

\$	22.77
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MISCELLANEOUS UTILITY FEES:

Water Shut Off Fee - Per Occurrence		\$35.00
Pre-Treatment Sampling	Cost plus 15% admin fee	
Dye Test	\$	50.00
Locate Disk (refundable on return)	\$	15.00
Meter Fee	Cost of Meter	
Dig-in-fee	Cost of Labor and Equipment	

ATTACHMENT 2 - RECREATION FEES

Recreation Activities Fees:

All recreation classes will have \$2.00 added to the listed price that will go directly to the Park Trust Account.

	<u>Resident</u>		<u>Non-Resident</u>	
Youth Competitive Basketball	\$ 478.00	Team	\$ 495.00	Team, extra player \$36.00
Youth Rec. League Basketball	\$ 41.00		\$ 49.00	
Men's Basketball League	\$ 427.00	Team	\$ 459.00	Team, extra player \$26.00
Pre K - Kind. Instructional Basketball	\$ 41.00		\$ 49.00	
Youth T-Ball	\$ 41.00		\$ 49.00	
Youth Soccer	\$ 41.00		\$ 49.00	
Youth Flag Football	\$ 41.00		\$ 49.00	
Smart Start Flag Football	\$ 49.00		\$ 53.00	
Adult Flag Football	\$ 551.00	Team	\$ 592.00	Team, extra player \$30.00
Adult Volleyball Leagues	\$ 220.00	Team	\$ 240.00	Team, extra player \$30.00
Adult Co-ed 4 Volleyball	\$ 220.00	Team	\$ 240.00	Team
Youth Dance (3 - 9 yrs.) - 9 wks.	\$ 98.00		\$ 98.00	
Gymnastics (2 - 3 yrs.) - 5 wks.	\$ 45.00	\$ 48.00	\$ 45.00	\$ 48.00
Gymnastics (4 - 6 yrs.) - 5 wks.	\$ 47.00	\$ 50.00	\$ 47.00	\$ 50.00
Martial Arts Classes - 4 wks.	\$ 39.00	(1/2 hour)	\$ 50.00	(1 hr.)
Youth Triathlon Camp - wk.	\$ 117.00		\$ 117.00	
Youth Golf Camp - wk.	\$ 112.00	\$ 115.00	\$ 112.00	\$ 115.00
Youth Basketball Camp - wk.			\$ 87.00	Half Day
Youth Volleyball Camp - wk.	\$ 119.00		\$ 119.00	
Mini Hawk Camp	\$ 99.00		\$ 99.00	
Flag Football Camp	\$ 145.00		\$ 145.00	
Youth Soccer Camp - wk.	\$ 145.00		\$ 145.00	
Triathlon - Adult	\$ 80.00	\$ 65.00	Individual	\$ 147.00
Aerobic Cheerleading - 10 wks.	\$ 119.00		\$ 119.00	
Aerobics	\$ 22.00	x 1 wk.	\$ 22.00	x 1 wk.
	\$ 26.00	x 2 wk.	\$ 26.00	x 2 wk.
	\$ 30.00	x 3 wk.	\$ 30.00	
Basketball, Open Gym	\$ 4.00	\$ 5.00	\$ 4.00	\$ 5.00
Cross Country Skiing	\$ 36.00	own gear	\$ 36.00	own gear
	\$ 52.00	rent gear	\$ 52.00	
Guitar, Intro. - 4 wks.	\$ 50.00		\$ 50.00	
Gym, Parent Tot - 4 wks.	\$ 30.00		\$ 35.00	
Landscaping Class/Gardening	\$ 21.00	\$ 22.00	\$ 21.00	\$ 22.00
Running shoes & Microbrews - 5K	\$ 40.00	\$ 35.00	over 21	\$ 45.00
Rock Climbing: outdoor	\$ 150.00	Plus Equip	\$ 150.00	Plus Equip

ATTACHMENT 2 - RECREATION FEES (Continued)

Rock Climbing: indoor	\$	31.00		\$	31.00
Tennis, Individual	\$	50.00	(1.5 hr.)	\$	60.00 (1.5 hr.)
Piano	\$	48.00		\$	48.00
Art in the Park	\$	34.00		\$	34.00
Summer Dance Camp	\$	46.00	\$ 50.00	\$	46.00 \$ 50.00
Volleyball, Open Gym	\$	4.00	\$ 5.00	\$	4.00 \$ 5.00
Youth Volleyball - Open Gym	\$	4.00	\$ 5.00	\$	4.00 \$ 5.00
Yoga Class - 4 wks.	\$	39.00		\$	39.00
Youth Baseball	\$	41.00		\$	49.00
Youth Baseball - Smart Hitters	\$	49.00		\$	53.00
Youth Basketball	\$	41.00		\$	49.00
Youth Sponsorship	\$	225.00		\$	225.00
Youth Volleyball	\$	41.00		\$	49.00
Day Camp (K - 8th Grade) - wk.	\$	150.00	\$ 200.00	\$	150.00 \$ 200.00
Pee Wee Camp - wk.	\$	130.00	\$ 135.00	\$	150.00 \$ 155.00
Wilderness Camp - wk.	\$	250.00	\$ 300.00	\$	150.00 \$ 300.00
JACC Arts Camp - wk.	\$	180.00	\$ 225.00	\$	180.00 \$ 225.00
Winter Day Kamp	\$	150.00	\$ 200.00	\$	150.00 \$ 200.00
Spring Day Kamp	\$	150.00	\$ 200.00	\$	150.00 \$ 200.00
Camp Extended Care - wk.	\$	40.00	\$ 80.00	\$	40.00 \$ 80.00
Camp Counselor In Training - wk.	\$	40.00	\$ 50.00	\$	40.00 \$ 50.00
Camp No School Days - day.	\$	30.00	\$ 40.00	\$	30.00 \$ 40.00
Golf Lessons - 5 wks.	\$	95.00		\$	95.00
Intro. To Bowling - 4 wks.	\$	39.00		\$	39.00
Photography Classes	\$	25.00	\$ 30.00	\$	25.00 \$ 30.00
Snowshoe Classes	\$	36.00		\$	36.00
Spokane Chiefs Tickets	\$	20.00		\$	25.00
White Water Rafting Trips					
Spokane River	\$	52.00	cost + 50%	\$	52.00 cost + 50%
Clark Fork River	\$	73.00	cost + 50%	\$	73.00 cost + 50%
Spokane or Clark Fork-Wine Taste	\$	73.00	cost + 50%	\$	73.00 cost + 50%
Ice Skating Lessons - 8 wks.	\$	100.00		\$	100.00
Hockey Lessons - 5 wks.	\$	70.00		\$	70.00
Preschool Workshops	\$	9.00	\$ 10.00	\$	9.00 \$ 10.00
Preschool - Discovery Art (4 wks.)	\$	34.00	\$ 40.00	\$	34.00 \$ 40.00
Youth Volleyball - Competitive	\$	168.00	Team	\$	194.00 Team, extra player \$29.00
Archery	\$	65.00	\$ 61.00 (6-12 yr. olds)	\$	65.00 (13-18 yr. olds)
Pickleball Lessons	\$	50.00		\$	50.00
River City Basketball Tournament	\$	275.00	\$ 215.00 Team	\$	215.00 \$ 275.00
Murder Mystery Party	\$	59.00	per person	\$	59.00 per person
Dodgeball Tournament	\$	98.00	\$ 97.00 Team	\$	98.00 Team
Volleyball Tournament	\$	98.00		\$	98.00
Daddy Daughter Program	\$	22.00	\$ 40.00	\$	22.00 \$ 40.00

ATTACHMENT 2 - RECREATION FEES (Continued)

Snow Tubing Trip				
Adult	\$ 34.00	\$ 45.00	\$ 39.00	\$ 50.00
Youth	\$ 31.00	\$ 37.00	\$ 31.00	\$ 37.00
Camping 101	\$ 55.00		\$ 55.00	
E-Sports Tournaments	\$ 25.00		\$ 25.00	
Volleyball and Football Clinics	\$ 45.00		\$ 45.00	
Theater Arts	\$ 65.00		\$ 65.00	
Arts Enrichment	\$ 40.00		\$ 40.00	
Pickleball Tournament	\$ 20.00	\$ 30.00	\$ 20.00	\$ 30.00
Ladies Day Out	\$ 50.00		\$ 50.00	
Comics Design	\$ 25.00		\$ 25.00	
Gaming Introduction	\$ 12.00		\$ 12.00	
Strider Camp	\$ 115.00		\$ 115.00	
Kickball Tournament	\$ 125.00		\$ 125.00	
Preschool Holiday Art	\$ 15.00	\$ 20.00	\$ 15.00	\$ 20.00
Sponsorships	Negotiated		Negotiated	

Festival Fees:

10 X 10 Food Booth	\$ 270.00	\$225.00
10x15 Food Booth	\$ 400.00	\$340.00
10x20 Food Booth	\$ 540.00	\$450.00
10 X 10 Craft Booth	\$ 150.00	\$125.00
10x20 Craft Booth	\$ 300.00	\$250.00
10x10 Prepackaged Food Booth	\$ 240.00	\$200.00
Electricity Fees	\$45/\$180	\$25.00 per plug / 220 vold outlet @ \$150
Camping Fees	\$ 150.00	\$75.00
One Day Craft Booth		\$50.00
Odd sized and special activities based upon negotiated activities.		
Event Sponsorship		Negotiated
Bridal Fair Booth		\$50.00
Post Falls Festival/Craft Booth	\$ 50.00	\$35.00

Centennial Trail User Fee:

Request for special events to use the Centennial Trail will be charged a \$0.50 per user fee that will go towards the upkeep and maintenance of the Centennial Trail. There is also a re-fundable \$500.00 performance deposit required.

Contracted Programs:

Fees for contracted programs will be that amount established in the contract between

ATTACHMENT 2 - RECREATION FEES (Continued)

the Contractor and the City of Post Falls, which will take into consideration the number of participants, supplies, equipment and Contractor's other costs.

New Programs:

Fees will be set to cover Program hard costs (staff, supplies, marketing, facility rental) plus 30% to cover administrative costs.

Tournaments

Fees will be set to cover the use of the City facilities. Minimum charge is \$100.00 per day and up to \$500.00 per day based on the scope of the event and fees being charged. Fees for field preparation might be charged, if necessary.

Miscellaneous Recreation Fees:

A \$75 fee is charged for the rescheduling and/or forfeit of games in League Sports programs. Late registrations (following the pre-season meeting) for youth sports

ATTACHMENT 3 - PARK FEES

Picnic Shelter Fees:

Grand Pavilion & Tullamore Amphitheater:

	<u>Resident</u>		<u>Non-Resident</u>	
	Weekday	Weekend	Weekday	Weekend
Family	\$ 125.00	\$ 250.00	\$ 175.00	\$ 350.00
Non Profit	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00
Business	\$ 175.00	\$ 350.00	\$ 225.00	\$ 450.00

Picnic Shelter/West Lawn Area/Higgins/Tullamore South Pavilion:

	Weekday	Weekend	Weekday	Weekend
Family	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00
Non Profit	\$ 125.00	\$ 200.00	\$ 175.00	\$ 250.00
Business	\$ 150.00	\$ 225.00	\$ 200.00	\$ 275.00

Gazebo/Corbin Park/Falls Park/Syringa

	Weekday	Weekend	Weekday	Weekend
Family	\$ 50.00	\$ 125.00	\$ 100.00	\$ 175.00
Non Profit	\$ 75.00	\$ 150.00	\$ 125.00	\$ 200.00
Business	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00

General Picnic Shelters:

	Weekday	Weekend	Weekday	Weekend
Family	\$ 25.00	\$ 50.00	\$ 35.00	\$ 60.00
Non Profit	\$ 30.00	\$ 55.00	\$ 40.00	\$ 65.00
Business	\$ 35.00	\$ 60.00	\$ 45.00	\$ 70.00

Trailhead Shelter

	Weekday *	Weekend **
	<u>(Mon-Thur)</u>	<u>(Fri/Sat/Sun)</u>
Regular:	\$75.00/hr.	\$100.00/hr.
Holiday:	\$115.00/hr.	\$150.00/hr.
	* Minimum of 2 hours.	
	** Minimum of 4 hours.	

ATTACHMENT 3 - PARKS FEES (Continued)

Daily Fees:

	<u>Resident</u>		<u>Non-Resident</u>
Cars	6.00	Cars	\$ 10.00
RV	15.00	RV	\$ 30.00
Boat Launch	15.00	Boat Launch	\$ 30.00
Busses *	50.00	Busses *	\$ 50.00

* Busses will be classified as any vehicle requiring a commercial drivers license (CDL) to operate.

Season Pass **

	<u>Resident</u>		<u>Non-Resident</u>
Cars	20.00	Cars	50.00
Bus	150.00		150.00

** Each household within the City limits of Post Falls will receive one complimentary parking pass for Q'Emiln Park per calendar year. Any lost and/or additional passes will result in the required fee. Complimentary parking passes will be verified by a valid drivers license.

Ball/Sports Field Usage Fees:

Use/Reservation of field	\$10.00/hr.
Pre-game prep of baseball fields	\$35.00/time
Pre-game prep of soccer & football fields	\$35.00/time
Additional material (ex: drying agent)	Charged at cost

*Organized league users may be eligible for adjusted fees if supply equipment for City use.

Miscellaneous Items:

Gym Rental	\$20.00/hr.
Community Garden	
4 X 8 Plot	\$ 20.00
20 X 20 Plot	\$ 40.00
Deposit	\$ 25.00

ATTACHMENT 4 - CEMETERY FEES

Burial Lots

Roadside	\$ 1,800.00
Middle	\$ 1,600.00
Inner	\$ 1,400.00
Cremation Lot	\$ 1,150.00
2nd Use Lot	Half of lot fee

Blocks 101, 103, 106, 107 & 108

All lots	\$ 2,500.00
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Double depth lots are 1.5 X the lot cost

Niche - Top	\$ 1,350.00
Niche - Middle	\$ 1,300.00
Niche - Bottom	\$ 1,250.00

Niches Blocks 100 -155

Row A (top)	\$ 1,800.00
Row B	\$ 1,700.00
Row C	\$ 1,600.00
Row D	\$ 1,500.00
Row E	\$ 1,400.00
Row F (bottom)	\$ 1,300.00

Opening and Closing - Lots

Single depth	Weekdays	\$ 500.00
Double depth - 1st	Weekdays	\$ 600.00
Double depth - 2nd	Weekdays	\$ 500.00
Single depth/Top double	Saturday (No Sunday)	\$ 800.00
Double depth - 1st	Saturday (No Sunday)	\$ 900.00
Additional to above pricing:		
	After 3 PM	\$ 250.00
	Winter Surcharge	\$ 75.00
	Holiday Weekend/Saturday	\$ 450.00

Opening and Closing - Niche

Weekdays	\$ 350.00
Saturday (No Sunday)	\$ 650.00

Additional to above pricing:

After 3 PM	\$ 250.00
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Holiday Weekend/Saturday \$ 450.00

Miscellaneous

Headstone Locations	\$ 100.00
Setting Military Markers	\$ 125.00
Setting Markers	\$ 200.00
Moving Markers/Headstones	\$ 200.00
	Based upon
Oversize Headstones	scope of job
Liners	2.5 X Cost
Deed Transfer	\$ 75.00
Engraving	2.5 X Cost
Sell Lot Back to City	\$ 75.00
Temporary Markers	2.5 X Cost
Markers	2.5 X Cost
Ancillary Items	2.5 X Cost
Memorial Tree	\$ 750.00

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES

ANNEXATION (Standard)

Annexation Pre-Application Conference	\$600.00 plus \$300.00/follow-up meeting
Annexation Application	\$3,000 w/out major infrastructure (includes one agreement). Negotiated fees with infrastructure issues (includes one agreement). \$500.00 for each additional agreement.
Annexation Fee (paid w/building permit)	\$1,000 per lot per unit (residential) \$0.10 per square ft. of property (non-residential)

BUILDING

Plan Check Deposit	Paid at Plan Submittal
Residential	\$150.00
Duplex	\$300.00
Townhouse Unit	\$150.00 per unit
Commercial	Valuation
Provisional Certificate of Occupancy	\$250.00 flat fee
Board of Appeals Application Fee	\$150.00 flat fee
Residential Plan Review	25% of building permit
Commercial Plan Review	65% of building permit
Commercial Mechanical Plan Review	25% of mechanical permit
Foundation Only Permit	10% of building permit in addition to the full building permit fee
Work Performed with no valid permit	Regular Building/Mechanical permit fee X 2
Retaining Walls	\$4.50 per Linear Foot
Manufactured Home Regular Set	\$150.00 flat fee
Manufactured/Modular Home Foundation	\$400.00 flat fee
Building Move	\$300.00 flat fee
Additions to Residential Homes	\$72.62 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Patio Cover Only	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck Only	\$15.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck w/Cover	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck/Patio Cover and Enclosure	\$25.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Breezeway	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Interior Finish Residential Homes	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
General Building Permit Valuation per Occupancy and Type of Construction	Per Building Safety Journal 7/2008 to establish valuation
Basement - Finished	\$96.83 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Basement - Unfinished	\$77.46 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Pole Building Residential	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Special Inspection/Re-inspection	\$100.00 per hour, one hour minimum
Re-Roof, Residential	\$150 flat fee
Re-Roof, Commercial	Based upon the valuation of the work to be performed, minimum of \$150 fee.
Residing a Structure, Residential	Residential - \$100 flat fee.
Residing a Structure, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Replacing Windows, Residential	Residential - \$100 flat fee.
Replacing Windows, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Changes to Approved plans	\$100 per hour, one half hour minimum.
Each Pole/Monument sign 8 ft. or higher	\$400.00 each
All Other Signs, per type of sign per site	\$200.00 per type
Demolition-Residential per lot	\$200.00 flat fee
Demolition-Commercial per lot	\$300.00 flat fee
Swimming Pool	Based upon the valuation of the work to be performed.

TOTAL VALUATION	PERMIT FEE WORKSHEET
\$1.00 to \$500	\$23.50
\$501 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000, or fraction thereof.

MECHANICAL PERMIT FEES

Processing fee on all permits	\$45.00
Furnace, all types under 100KBTU	\$18.00
Furnace, all types over 100KBTU	\$22.00
Misc. venting, C/A, duct modifications	\$15.00
Gas fireplace	\$25.00
Residential range hood	\$16.00
Gas water heater	\$15.00
Ventilating/exhaust fans	\$10.00
Gas piping, each outlet	\$5.00
Clothes dryers	\$16.00
Heat pump, A/C 0-3 tons,	\$16.00
Heat pump, A/C 3+-15 tons,	\$30.00
Heat pump, A/C 15+-30 tons,	\$40.00
Heat pump, A/C 30+-50 tons,	\$60.00
Heat pump, A/C over 50 tons,	\$100.00
Air handlers, Fan coil units under	\$15.00
Air handlers, Fan coil units over 10,000	\$20.00
Air to air heat exchangers	\$25.00
Evaporative coolers, all types	\$15.00
Type I hood, commercial use	\$16.00/ft.
Type II hood, commercial use	\$16.00/ft.
Solid fuel stoves, inserts, must be listed	\$25.00
Installation/relocation of floor/wall/suspended heaters	\$20.00
Commercial plan review fee	25% of equipment fees.

RESIDENTIAL/COMMERCIAL/INDUSTRIAL

Utility R-O-W	\$100.00
Commercial R-O-W (Base fee)	\$350.00
Residential R-O-W (Base fee)	\$150.00
Utility Trench Inspection	
1 - 200 ft.	\$250.00
201 - 200 ft.	\$350.00
401 - 600 ft.	\$400.00
601 - 800 ft.	\$450.00
Over 800 ft.	\$0.85 per ft.
Curb and Gutter	\$150.00 + \$0.60 per ft.
Sidewalk and Approaches	\$150.00 + \$0.60 per ft.
Swales and Drywells	\$150.00 + \$0.20 per sq. ft. Swale + \$60.00/Drywell
Pavement	\$150.00 + \$0.50 per sq. yard
Water Pressure Test	\$120.00/observed test
Sewer Pressure Test	\$120.00/observed test
Street Tree Inspection	\$40.00 per tree

MAPS

Small Map (24"-35")	\$25.00
Large Map (36" +)	\$35.00
Electronic CD	\$20.00

MAILING AND PUBLICATIONS

Public Notice Mailings	\$6.00 each
Published Notices (billed to applicant)	\$300.00

MISCELLANEOUS

Table A-33-A - Grading Plan Review Fees

50 cubic yards or less	No fee
51 to 100 cubic yards	\$35.00
101 to 1,000 cubic yards	\$55.00
1,001 to 10,000 cubic yards	\$75.00
10,001 to 100,000 cubic yards	\$75.00 for the first 10,000 cubic yards + \$40.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 to 200,000 cubic yards	\$435.00 for the first 100,000 cubic yards + \$20.00 for each additional 10,000 cubic yards or fraction thereof.
200,001 cubic yards or more	\$615.00 for the first 200,000 cubic yards + \$10.00 for each additional 10,000 cubic yards or fraction thereof.
Other Fees: Additional plan review required by changes, additions or revisions to approved plans	\$100.00 per hour*

*Or the total hourly cost to the jurisdiction, whichever is the greatest. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Table A-33-B - Grading Permit Fees¹

50 cubic yards or less	\$35.00
51 to 100 cubic yards	\$55.00
101 to 1,000 cubic yards	\$55.00 for the first 100 cubic yards + \$25.00 for each additional 100 cubic yards or fraction thereof.
1,001 to 10,000 cubic yards	\$280.00 for the first 1,000 cubic yards + \$22.00 for each additional 1,000 cubic yards or fraction thereof.
10,001 to 100,000 cubic yards	\$480.00 for the first 10,000 cubic yards + \$100.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 cubic yards or more	\$1,380.00 for the first 100,000 cubic yards + \$55.00 for each additional 10,000 cubic yards or fraction thereof.
Other inspections and Fees:	
Inspections outside of normal business hours (minimum charge - two (2) hours)	\$100.00 per hour ²
Reinspection fees assessed under provisions of Section 108.8	\$100.00 per hour ²
Inspections for which no fee is specifically indicated (minimum charge - one half (1/2) hour)	\$100.00 per hour ²

¹ The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Road Closure/Lane Closure	\$150.00
Street/Plat Vacation	\$750.00
Off-Site Improvement Waiver	\$150.00

Special Pre-Application Meeting Requests	\$250.00 (1st Meeting No Charge, 2nd request \$250.00)
Floodplain Permit	\$50.00

SUBDIVISION

Subdivision Pre-Application Conference	\$600.00, \$300.00 follow-up meetings
Minor Subdivision	\$1,000
Subdivision Amendment	\$500
Subdivision Fee	\$2,500.00 + \$50.00/lot
Subdivision Extension	\$150.00
Construction Plan Review	\$2,000.00 + \$50.00/lot >50 lots
Condominium <50 units	\$750.00
Condominium >50 units	\$750.00 + \$10.00/unit >50 units
Final Plat <50 lots	\$600.00
Final Plat >50 lots	\$600.00 + \$10.00/lot >50 lots
Engineering Construction Svcs. (Commercial)	See Commercial R-O-W Fees
Engineering Construction Svcs.(Residential)	\$350.00/lot
Engineering Construction Improvement Agreement	\$750.00

ZONING (Standard & Smart Code)

Smart Code Regulating Plan Review	\$3,500.00
Special Use Permit	\$750.00
Zone Amendment (Map/Text)	\$1,200.00
Variance	\$350.00
Preliminary PUD	\$2,500.00
Final PUD	\$1,000.00
PUD Modification/Amendment Major	\$1,500.00
PUD Modification/Amendment Minor	\$200.00
Comprehensive Plan Amendment (Map/Text)	\$1,200.00
Site Plan Review (Commercial and 3plex+)	\$2,000 (two reviews), \$250.00 (additional reviews or meetings).
Administrative Permit	\$300.00
Parking Lot Permit	\$500.00
Tree Installation Fee	\$600.00
Appeal (P&Z, Staff Action, or City Council)	\$350.00
License To Use Real Property	\$1,000.00
Development Agreement Addendum	\$600.00
Fee in lieu for parking	\$6,102.00

SPECIAL EVENTS

Special Event Permit	\$100.00 Parade Fee (No Fee for other events)
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ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES**ELECTRICAL**

Residential	
Up to 1,500 sq. ft.	\$130.00
1,501 to 2,500 sq. ft.	\$195.00
2,501 to 3,500 sq. ft.	\$260.00
3,501 to 4,500 sq. ft.	\$325.00
Over 4,500 sq.ft.	\$325 plus \$65 for each additional 1,000 sq. ft. or portion thereof.
New Multi-Family Dwelling (contractors only):	
Duplex	\$260.00
Three or more multi-family unites	\$130 per building plus \$65 per unit.
Existing Residence/Modular, Manufactured or Mobile Homes/Detached Shop/Garage	\$65 fee (one circuit included) plus \$10 per additional branch circuit, up to the maximum of the corresponding square feet of the building.
Spas and Hot Tubs	\$65.00 for each inspection.
Swimming Pools	\$130.00 (covers two (2) mandatory inspections with the exception of lighting.)
Miscellaneous	
Signs	\$65 per sign.
Outline Lighting	\$65 per occupancy.
Other	\$65 per hour.
Requested Inspection	\$65 per hour.
Power has been off for over 1 year.	\$65 per hour.
Plan Check (2 hour minimum)	\$65 per hour.
Temporary Service	\$65 for 200 amps or less; over 200 amps - see Commercial.
Reinspection Fee	\$100.00
Work without permit	Failure to obtain permit prior to commencing work (fee equal to permit).
Commercial/Industrial	
Total Cost of Electrical System (contracted amount)	
Up to \$10,000:	(Total cost of system * 0.02) + \$60
\$10,001 to \$100,000.:	((Total cost of system - 10,000) * 0.01) + \$260
\$100,001 and over:	((Total cost of system - 100,000) * 0.005) + \$1,160
Plan Review Fee	(NEC, Building & Energy Code Compliance) 55% of Electrical Permit Fee.

PLUMBING

Bar Sinks	\$8.00 + \$35.00 processing fee on all permits.
Bath Tub, including shower	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Building)	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Landscape)	\$8.00 + \$35.00 processing fee on all permits.
Backwater Valve	\$8.00 + \$35.00 processing fee on all permits.
Clothes Washer	\$8.00 + \$35.00 processing fee on all permits.
Drain waste/vent piping, alteration/replacement each fix	\$8.00 + \$35.00 processing fee on all permits.
Floor Drains/Hub Drains	\$8.00 + \$35.00 processing fee on all permits.
Gas Piping	\$8.00 + \$35.00 processing fee on all permits.
Kitchen Sinks and /or dishwasher	\$8.00 + \$35.00 processing fee on all permits.
Lavatory (wash basins)	\$8.00 + \$35.00 processing fee on all permits.
Lawn Sprinklers from water connect through backflow c	\$8.00 + \$35.00 processing fee on all permits.
Mobile Home W/S Hook up	\$8.00 + \$35.00 processing fee on all permits.
Other	\$8.00 + \$35.00 processing fee on all permits.
Radiant Head (Quantity equals # of zones)	\$8.00 + \$35.00 processing fee on all permits.
Sewer Ejector/Sump Pump	\$8.00 + \$35.00 processing fee on all permits.
Sewer Service	\$8.00 + \$35.00 processing fee on all permits.
Showers	\$8.00 + \$35.00 processing fee on all permits.
Utility Sinks	\$8.00 + \$35.00 processing fee on all permits.
Water Closet (toilet)	\$8.00 + \$35.00 processing fee on all permits.

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

Water Heater	\$8.00 + \$35.00 processing fee on all permits.
Water Piping, alteration or replacement, each fixture.	\$8.00 + \$35.00 processing fee on all permits.
Water Service	\$8.00 + \$35.00 processing fee on all permits.
Water Softener	\$8.00 + \$35.00 processing fee on all permits.
Residential Fire Sprinkler Supply from Domestic Water System	\$65.00 (up to 16 heads)
Residential Fire Sprinkler Supply from Domestic Water System.	\$4.00 per head (17 heads and up)
Commercial Fee Schedule	
Up to the 1st \$20,000	3% of the contract price.
\$20,001 to \$100,000	2% of the contract price.
\$100,001 to \$200,000	1% of the contract price.
Over \$200,001	.5% of the contract price.

IMPACT FEES

Type of Use	Parks	Public Safety	Streets	Multimodal	Fire/EMS	Total
Residential						
Per Housing Unit						
Multi-Family	\$ 2,874	\$ 349	\$ 886	\$ 672	\$ -	\$ 4,781
Single-Family	\$ 3,862	\$ 469	\$ 1,567	\$ 902	\$ -	\$ 6,801
Non-Residential						
Commercial /Shopping Center	N/A	\$ 0.47	\$ 3.12	\$ 0.88	\$ -	\$ 4.47
Office	N/A	\$ 0.19	\$ 1.21	\$ 0.34	\$ -	\$ 1.74
Light Industrial	N/A	\$ 0.09	\$ 0.62	\$ 0.18	\$ -	\$ 0.89
Manufacturing	N/A	\$ 0.07	\$ 0.49	\$ 0.13	\$ -	\$ 0.70
Warehousing	N/A	\$ 0.03	\$ 0.21	\$ 0.06	\$ -	\$ 0.31
Mini-Warehouse	N/A	\$ 0.03	\$ 0.19	\$ 0.05	\$ -	\$ 0.27
Elementary School	N/A	\$ 0.24	\$ 1.61	\$ 0.44	\$ -	\$ 2.29
Middle School/Junior High	N/A	\$ 0.25	\$ 1.67	\$ 0.48	\$ -	\$ 2.40
High School	N/A	\$ 0.18	\$ 1.16	\$ 0.33	\$ -	\$ 1.67
Day Care	N/A	\$ 0.59	\$ 3.94	\$ 1.11	\$ -	\$ 5.65
Church	N/A	\$ 0.13	\$ 0.87	\$ 0.24	\$ -	\$ 1.25
Assisted Living	N/A	\$ 0.08	\$ 0.52	\$ 0.15	\$ -	\$ 0.75
Nursing Home	N/A	\$ 0.12	\$ 0.81	\$ 0.24	\$ -	\$ 1.17
Recreational Community Center	N/A	\$ 0.54	\$ 3.51	\$ 1.03	\$ -	\$ 5.08
Hotel (per room)	N/A	\$ 157.78	\$ 1,050.63	\$ 296.66	\$ -	\$ 1,505.07

FY 2023 Proposed Impact Fees increase by 8.9% (see below)

Type of Use	Parks	Public Safety	Streets	Multimodal	Fire/EMS	Total
Residential						
Per Housing Unit						
Multi-Family	\$ 3,130	\$ 380	\$ 965	\$ 731	\$ 1,400	\$ 6,607
Single-Family	\$ 4,206	\$ 511	\$ 1,707	\$ 982	\$ 1,400	\$ 8,806
Non-Residential						
Commercial /Shopping Center	N/A	\$ 0.51	\$ 3.40	\$ 0.96	\$ -	\$ 4.87
Office	N/A	\$ 0.20	\$ 1.32	\$ 0.37	\$ -	\$ 1.90
Light Industrial	N/A	\$ 0.10	\$ 0.68	\$ 0.19	\$ -	\$ 0.97
Hotel (per room)	N/A	\$ 157.78	\$ 1,050.63	\$ 296.66	\$ -	\$ 1,505.07
	Parks	Public Safety	Streets	Multimodal	Fire/EMS	Total
Residential						
Multi-Family	\$ 3,130	\$ 380	\$ 965	\$ 731	\$ 1,400	\$ 6,607
Single-Family	\$ 4,206	\$ 511	\$ 1,707	\$ 982	\$ 1,400	\$ 8,806
Non-Residential						

ATTACHMENT 6 - PUBLIC SAFETY FEES

All Violations of Title 6 - Animal Control Violations

First Offense	\$ 25.00
Second Offense	\$ 50.00
Third Offense	\$ 100.00

Animal Control Impound Fees

Impound For (up to 72 hours)	\$ 25.00
After 72 hours	\$10.00/Day

Animal Control Licenses

Spayed/Neutered Canine	\$1.25/Month
Not Spayed/Neutered Canine	\$2.25/Month
Spayed/Neutered Cat	Free
Not Spayed/Neutered Cat	Will Not License
Miniature Pig	\$25.00 (one-time fee)
Adoption Fee	\$40.00

Police Department Fees and Fines

VIN Inspections	\$ 5.00
Vehicle Storage	\$15.00/Day
Parking Fine	\$ 20.00
Fingerprinting	\$10.00 first card \$5.00 each additional card
Salvage Permit Fee - 30 days	\$ 75.00
Salvage Permit Fee - 6 months	\$ 300.00*

*eligible for a \$50 refund/month if vehicle(s) is removed from the premises prior to the expiration date of the permit

Use of Police Department Community Room

Refundable Cleaning & Damage Deposit	\$ 25.00
Use of Audio/Visual Equipment	\$10.00/Day
Special Room Configuration and Setup	\$25.00 minimum
Room Use	\$ 25.00

False Alarms Fees

The revise First Offense	\$	25.00
Second Offense	\$	50.00
Third Offense	\$	100.00

Title 5 Fees

Sexually Oriented Business	\$300.00	Annually
Bathhouses & Massage Parlors	\$300.00	Annually

ATTACHMENT 7 - ADMINISTRATIVE FEES**Business Licenses & Regulations**

Alcoholic Beverage Licenses

Beer (off premises)	\$ 50.00	Annually
Beer (on premises)	\$ 200.00	Annually
Wine (off premises)	\$ 200.00	Annually
Wine (on premises)	\$ 200.00	Annually
Liquor/Wine (on premises)	\$ 562.50	Annually
Liquor/Wine (club)	\$ 281.25	Annually
Liquor/Wine (golf course)	\$ 300.00	Annually
Catering Permit	\$ 20.00	Daily
Door to Door Solicitation (180 days only)	\$ 25.00	Annually
Merchant Security Police	\$ 25.00	Annually
Business Licenses	\$ 25.00	Annually

Media Department

Use of audio/visual equipment, including but not limited to presentation equipment in the Council Chambers	\$35.00/hr.
Maximum Daily Fee	\$ 150.00
Taping/broadcast and facility use	\$50.00/hr.

City Hall Area Use Fee

Rotunda	\$ 100.00
Council Ante Room	\$ 50.00
Council Chambers	\$ 200.00
Plaza- Full Day	\$ 250.00
Plaza- Half Day	\$125.00
Carpet Soiling Surcharge	\$ 50.00

Deposit

Rotunda	\$ 50.00
Council Ante Room	\$ 25.00
Council Chambers	\$ 75.00
Plaza	\$ 150.00

Miscellaneous

City Street Renaming	\$ 250.00
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ATTACHMENT 8 - LOCAL IMPROVEMENT DISTRICT FEES

2 % Penalty	Charged after 30 day grace period
Idaho State judgment rate of interest, not to exceed 10% per annum	Charged as of delinquency certificate filing
Professional Services Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay
Early Pay-off Fee	Current LID principal, interest and penalty balance + calculated interest for current year + one year interest + a 2% penalty (calculated on the total aforementioned amounts)
Segregation Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay

ATTACHMENT 9 - RECORDS & COPY FEES

Records Oversight & Copy Fee Schedule - consistent with Records Policy and Idaho Law (no research or redaction required; over 100 copies or over 2 hours of copying or hours of records oversight, cumulatively - first 100 copies of back and white per 8 1/2" x 11" image area at no charge so long as can be done in less than 2 hours)

Black and White Copies	\$0.05 per page (not to exceed 11"x17")
Color Copies	\$0.10 per page (not to exceed 8 1/2"x11")
DVD Copies	\$1.00 each
CD Copies	\$1.00 each
Photos	\$2.00 each per 8 1/2"x10" or smaller image
VHS Tape (PD)	\$2.00 each
Oversized Documents (greater than 11"x17")	Net cost of duplication by outside vendor
Records examination oversight (for services beyond 2 hours in any calendar year)	Lowest hourly wage plus benefited amount (25% of wage) of any employee qualified to assist in the records research and oversight
	Lowest hourly wage plus benefited amount (25% of wage) of any employee qualified to assist in the records research and oversight.
Examination for redaction of confidential information	Legal services concerning redaction examination shall be charged at actual cost charged to City by qualified counsel whether prosecutor (employee - actual wage plus 25% benefits) or City attorney's office (contract counsel at actual billed rate)

Records sought to be copied must be City records that actually exist. The City does not perform research projects for those who request records that require compilation. Records examination and copying must conform to available personnel to assure that regular City business can be maintained.

Prepayment is required for any records-related activities that exceed 2 hours during any calendar year. Prepayment amounts will be based upon good faith estimates of time and resources required. When records have been produced pursuant to a prepaid request and the amount prepaid exceeds actual costs, the City will refund any balance that is not expended in provision of services or copies. Copying will not be completed unless prepaid, as required.

Serial records requests that are related to one another in any way will be treated as one request for purposes of calculating, copying, or records oversight charges during any calendar year.

ATTACHMENT 9 - RECORDS AND COPY FEES (Continued)

Records produced pursuant to this fee schedule and the policy it accompanies shall not be used for mail or telephone solicitation as prohibited by law. A person requesting such records may be asked to affirm compliance with such requirement by signature on a request form or similar document.

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 8/16/2022

DATE: 8/10/2022 1:53 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Ashlar Ranch Annexation and Development Agreement File No. ANNX-0004-2022

ITEM AND RECOMMENDED ACTION:

Olson Engineering has requested approval on behalf of the property owner, VS Development LLC, to annex approximately 10-acres into the City of Post Falls with the zoning request of Single Family Residential (R-1), (See P&Z staff report and zoning recommendation, Exhibit S-5, and S-7).

DISCUSSION:

The City Council must conduct a public hearing and review the proposed annexation proposal based on the recommendation for the Single Family Residential (R-1) zoning district by the Planning and Zoning Commission at their June 14, 2022, meeting. Their recommendation of zoning was determined to meet the following zone change criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The approval criteria for establishing zoning 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.

In review for establishing zoning, a Comprehensive Plan analysis was completed within the P&Z Staff Report (Exhibit S-5) and may be utilized in determining whether the property should be annexed. Generally, the City Council can determine whether an annexation request is appropriate based on their best judgement. Ideally, the Council would base that decision on planning principles such as whether the annexation is a logical extension of the city, whether it reduces a county pocket, consistent with policies in the Comp Plan and whether extension of public infrastructure is feasible etc.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission made a recommendation for the proposed Single Family Residential (R-1) zoning district at their June 14, 2022, meeting as part of the annexation request.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING**

MEETING DATE: August 16, 2022

DATE: August 10, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Laura Jones, Associate Planner
ljones@postfallsidaho.org / 208-457-3336

SUBJECT: ASHLAR RANCH ANNEXATION FILE NO. ANNX-0004-2022

ITEM AND RECOMMENDED ACTION:

Olson Engineering has requested approval on behalf of the property owner, VS Development LLC, to annex approximately 10-acres into the City of Post Falls with the zoning request of Single Family Residential (R-1), (See P&Z staff report and zoning recommendation, Exhibit S-5, and S-7).

DISCUSSION:

The City Council must conduct a public hearing and review the proposed annexation proposal based on the recommendation for the Single Family Residential (R-1) zoning district by the Planning and Zoning Commission at their June 14, 2022, meeting. Their recommendation of zoning was determined to meet the following zone change criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The approval criteria for establishing zoning 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.

In review for establishing zoning, a Comprehensive Plan analysis was completed within the P&Z Staff Report (Exhibit S-5) and may be utilized in determining whether the property should be annexed. Generally, the City Council can determine whether an annexation request is appropriate based on their best judgement. Ideally, the Council would base that decision on planning principles such as whether

the annexation is a logical extension of the city, whether it reduces a county pocket, consistent with policies in the Comp Plan and whether extension of public infrastructure is feasible etc.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: N/A

APPROVED OR DIRECTION GIVEN: The Planning and Zoning Commission made a recommendation for the proposed Single Family Residential (R-1) zoning district at their June 14, 2022, meeting as part of the annexation request.

MOTION OPTIONS FOR ESTABLISHING ZONING: City Council may approve the proposed annexation and items for inclusion in an annexation agreement, may approve with modifications, or deny the annexation request. Should the City Council need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the City Council has heard sufficient testimony but need additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

- Exhibit S-5 Planning and Zoning Commission Staff Report
- Exhibit A-1a Annexation Application
- Exhibit A-1b Subdivision Application
- Exhibit A-2 Narrative
- Exhibit A-3 Project Legal
- Exhibit A-3 Preliminary Plan
- Exhibit A-4 Preliminary Construction Plans
- Exhibit A-4 Exhibit Ordinance Map
- Exhibit A-5 Dedication Legal
- Exhibit A-6 Dedication Legal
- Exhibit A-8 Will Serve
- Exhibit A-9 Auth Letter
- Exhibit A-10 Title Report
- Exhibit A-12 VS Development Operating Agreement
- Exhibit A-13 Quit Claim Deed
- Exhibit S-1 Vicinity Map
- Exhibit S-2 Zoning Map
- Exhibit S-3 Future Land Use map
- Exhibit S-4 Signed Development Agreement
- Exhibit PA-1 PFPD Comments
- Exhibit PA-2 KCFR Comments
- Exhibit PA-3 PFHD Comments
- Exhibit PC-1 Hayes Comments
- Exhibit S-6 Signed Minutes 6-14-2022
- Exhibit S-7 Signed Zoning Recommendation
- Exhibit PA-4 YPL Comments
- Exhibit PA-5 PFHD Comments
- Exhibit PA-6 PFSD Comments
- Exhibit PC-2 Burns Comments

CITY OF POST FALLS
STAFF REPORT

DATE: June 10, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: LAURA JONES, ASSOCIATE PLANNER • ljones@postfallsidaho.org • 208-457-3336

SUBJECT: STAFF REPORT FOR THE JUNE 14, 2022 P&Z COMMISSION MEETING
ASHLAR RANCH ANNEXATION AND SUBDIVISION
ANNX-0004-2022 & SUBD-0004-2022

INTRODUCTION:

Olson Engineering is requesting, on behalf of VS Development LLC, the property owner, approval to annex and subdivide approximately 10-acres into a total of 27 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1) (Exhibit S-1). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The Planning & Zoning Commission is also being asked to review the proposed subdivision and determine that it meets the requirements of the City's ordinances and approve the Subdivision with appropriate conditions. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

- A. Amendments to the zoning map should be in accordance with the Future Land Use Map.
- B. Amendments to the zoning map should be consistent with the goals and policies found in the 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.

PROJECT INFORMATION:

Project Name / File Number: Ashlar Ranch Annexation and Subdivision
File No. ANNX-0004-2022 & SUBD-0004-2022

Owner(s): VS Development, LLC, 8720 Kulka Road, Las Vegas, NV 89161

Applicant: Olson Engineering, P.O. Box 1894, Post Falls, ID 83877

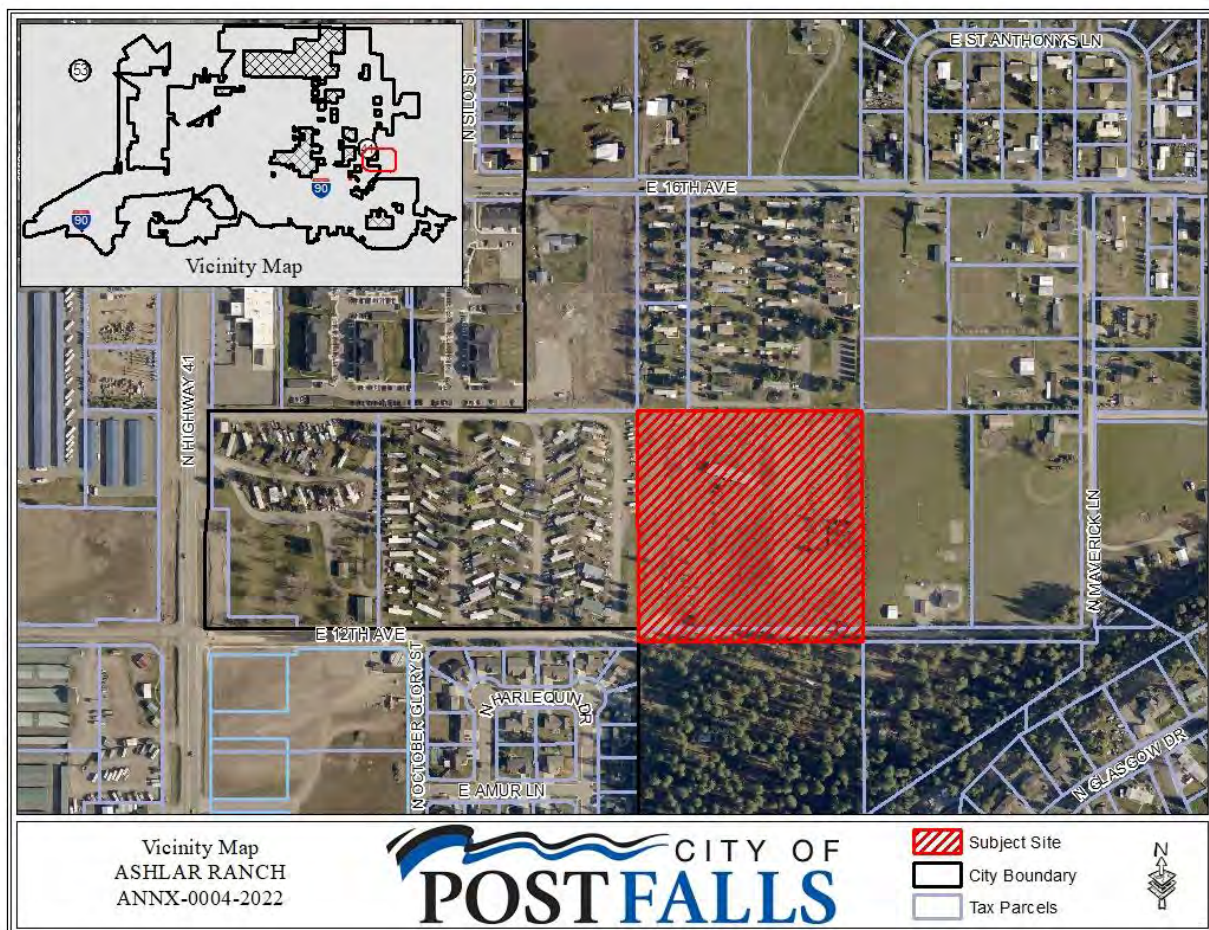
Project Description: Annex and subdivide 9.7 acres into 27 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1) zoning.

Project Location: The property is generally located east of Highway 41 and north of E. 12th Avenue.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: All the properties surrounding the project site are located within an unincorporated portion of Kootenai County. The site is touching city limits on the southwest corner. The properties located to north and west of the project site both are currently used as mobile home parks. To the east and south are single family homes.

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.16.010 and 18.20.100 are cited within the following staff analysis in **BOLD**. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA**A. Amendments to the zoning map should be in accordance with the Future Land Use Map.**

The Future Land Use Map classifies this property with the land use designation of **Transitional**. This designation is assigned to lands suitable for growth. The timing for growth is undetermined, and guidance for proposed growth can be located within the associated Focused Area. Assigned zones should be compatible with adjacent zones and uses within the City and consistent with the guiding principles within the associated East Prairie focus area.

The East Prairie focus area states the following:

This area constitutes Post Falls' easternmost edge. It immediately abuts land forecast for inclusion in Coeur d' Alene and is slated for relatively intensive residential development. Immediately behind the increasingly busy Highway 41 corridor, East Prairie is well-positioned to mix development densities to leverage community services and transportation infrastructure. East Prairie's development concept anticipates ITD plans to construct a freeway-style corridor on Huetter Road and envisions a robust surface street network with appropriate development orientation to buffer and mitigate impacts of such a corridor.

The southern plateau portion of East Prairie features a golf course development with some of the community's highest value-homes. This area is expected to remain relatively unchanged over this plan's life cycle- a stable single-family neighborhood enjoying a distinctive identity and some of the region's best territorial views.

The following items affirm or guide development of key policies for this area, or suggest future action items for the East Prairie focus area:

- Support development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails;
- Focus growth of higher-density residential uses near higher-classified roadways;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan. Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

The following goals may or may not assist with this zone change request.

Goal 5: Keep Post Falls' neighborhoods safe, vital, and attractive.

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active, and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly

development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

Goal 6: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.

All cities require functional, resilient transportation networks providing for the flow of people and materials. In assisting with this plan, residents urged improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the City. Residents also recognize the importance of transit services, as well as connectivity too regional ground, rail, and air transportation systems.

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 8: Protect and maintain Post Falls' natural resources including clean air, soils, river, and aquifer, and minimizing light and noise pollution citywide.

City livability, health and value are fully dependent on clean, safe, and sustainable natural resources. This goal underscores Post Falls' commitment to maintaining its natural resources as a top priority, recognizing them as essential to the community's survival.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

The following policies may or may not assist with this zone change request.

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community;

Staff Comment: Additional housing may help further long-term fiscal health of the community by provide living accommodations to current and future workforce within the City.

- Maintain and enhance resident quality of life;

Staff Comment: Diversified housing options assists with providing quality housing for different sectors of the community.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards for the proposed limited commercial and residential uses.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: Transportation impacts, and sewer capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be in compliance with the relevant master plan prior to public hearing.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

Staff Comment: This is addressed by the first review criteria in Section A of this report.

- Compatibility with surrounding land uses;

Staff Comment: The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are primarily residential in nature.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location would need to be extended from the property's southwestern boundary corner in 12th Avenue. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

The property is subject to the Sewer Surcharge for the 12th Avenue Forcemain, as identified within the Development and Annexation Agreement. The 12th Avenue Surcharge is currently \$2,918.73 per service unit.

The property is not subject to any Local Improvement Districts (LID's) or Subsequent User Agreements.

Water would be serviced by the Ross Point Water District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to 12th Ave., a classified Minor Collector roadway, west of the site, and a local roadway along the project's frontage. The City's Transportation Master Plan identifies a Minor Collector, Zorros St., along the property's western boundary. Zorros Street is part of backage road system identified within the City's Master Plan and the SH41 Corridor Master Plan.

12th Avenue – The appropriate designation of the local roadway along the project's frontage is a Residential Collector. In the future, 12th Ave. will be extended an additional 660 feet before terminating at Maverick Lane.

Zorros St., proposed along the projects western boundary will provide future access

to 16th Ave.

Until continuation of 12th Ave. to the east or the extension of Zorros St., traffic from the development will utilize 12th Ave. to access SH41 and / or October Glory to access the Mullan Ave. / SH41 traffic signal.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

Staff Comment: This site is currently under-utilized.

Policy 14: Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.

Staff Comment: Annexation with residential zoning could allow for further housing types and price levels.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Staff Comment: Additional rights-of-way along E. 12th Avenue and for Zorros Street will be dedicated as part of the annexation agreement.

Policy 27: Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

Staff Comment: Multi-use paths and sidewalks will be constructed as part of the development of this site. Existing sidewalk exists at the southeast corner of the property, on the south side of 12th Avenue.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services;

Staff Comment: Compliance with associated master plans has been outlined previously and identified in Development and Annexation Agreement. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

- Provision of necessary rights-of-way and easements;

Staff Comment: Dedication of additional rights-of-way and associated easements have been described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors;

Staff Comment: No know environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

- Timing that supports orderly development and/or coordinated extension of public services;

Staff Comment: As expansion of Highway 41 reaches completion annexation of properties east of the highway will be in line with orderly development. SH41 widening from 12th Ave. to the north is scheduled for late summer 2022.

- Comprehensive plan goals and policies.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 47: On an ongoing basis, work to obtain water rights whenever possible through annexation, acquisition from landowners, or through application.

Staff Comment: All water rights associated with the site will be relinquished to the Ross Point Water District as part of the annexation agreement.

Policy 71: Promote the planting and protection of trees citywide, helping;

- Beautify and enhance community value;
- Provide shade and comfort;
- Affirm the city's association with the outdoors and its historic origins;
- Provide wildlife habitat.

Staff Comment: Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required. Additionally, street trees, 1 per lot per frontage will be required with the associated residential subdivision.

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems will not utilize a septic system.

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.

Streets/Traffic:

Staff Comment: Minor Collectors (12th Ave. and Zorros St.) are designed to accommodate traffic volumes of 2,000 - 6,000 vehicles per day. In 2035 the projected volumes along these sections of roadway are approximately:

- 12th Avenue (Minor Collector west of site) - 1,200 vehicles per day
- 12th Avenue (Residential Collector along sites frontage) – 500 vehicles per day
- Zorros Street (Minor Collector) – 780 vehicles per day

The property is adjacent to 12th Ave., a classified Minor Collector roadway, west of the site, and a local roadway along the project's frontage. The City's Transportation Master Plan identifies a Minor Collector, Zorros St., along the property's western boundary. Zorros Street is part of backage road system identified within the City's Master Plan and the SH41 Corridor Master Plan.

- 12th Avenue – The appropriate designation of the local roadway along the project's frontage is a Residential Collector. In the future, 12th Ave. will be extended an additional 660 feet before terminating at Maverick Lane.
- Zorros St., proposed along the projects western boundary will provide future access to 16th Ave.
- Until continuation of 12th Ave. to the east or the extension of Zorros St., traffic from the development will utilize 12th Ave. to access SH41 and / or October Glory to access the Mullan Ave. / SH41 traffic signal.

Water and Sanitary Sewer:

Staff Comment: Water service is provided by the Ross Point Water District and sanitary sewer service is being provided by the City of Post Falls. Sanitary Sewer currently exists at the property's southwestern boundary in 12th Avenue. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The property is subject to a Sewer Surcharge for the 12th Avenue Forcemain, as previously referenced in the Annexation review comments.

The property is not subject to any Local Improvement Districts (LID's) or Subsequent User Agreements.

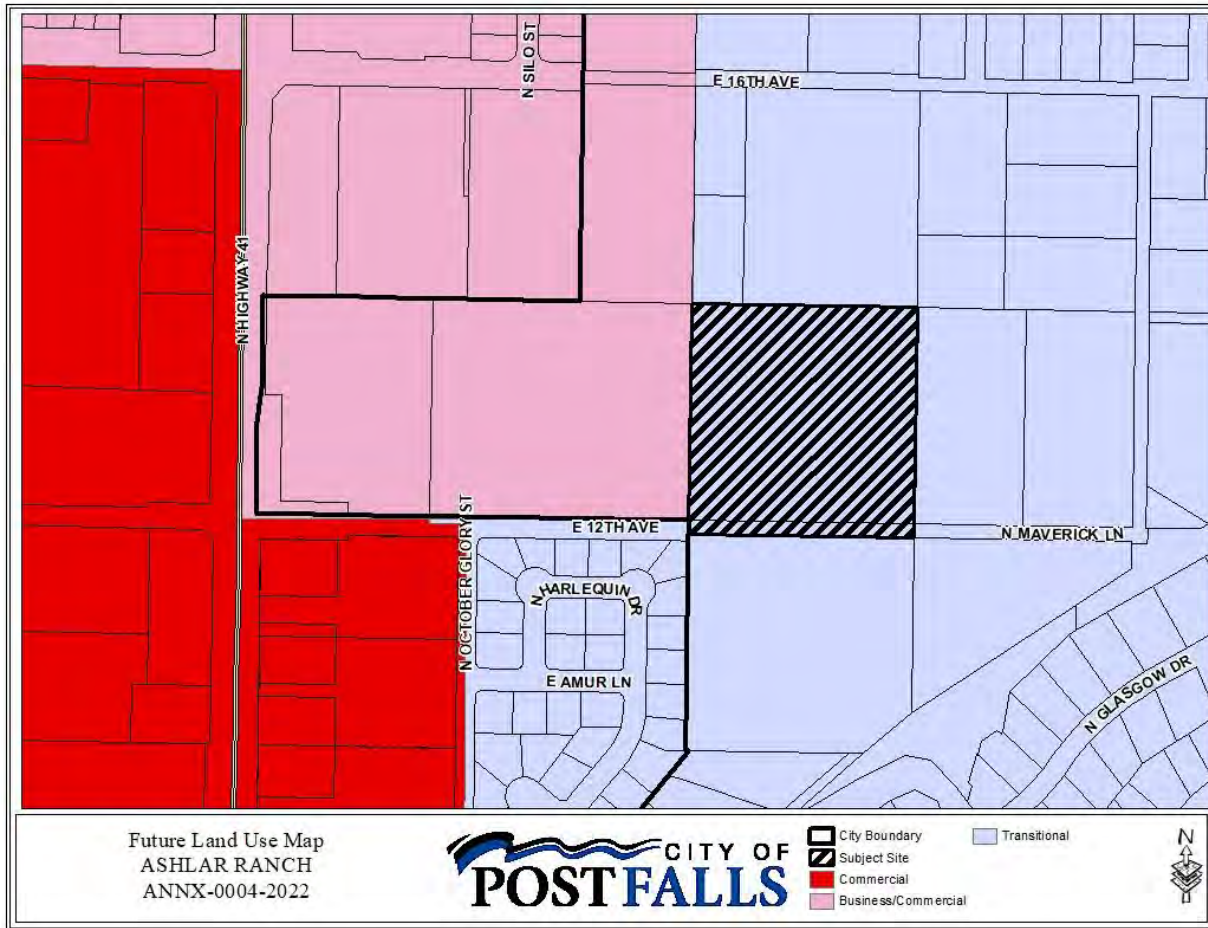
The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Water Reclamation Master Plan – Collections. Current capacity of the City's Water Reclamation System is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

Staff Comment: The propose residential use is adjacent to other residential uses and is therefore compatible.

Future Land Use Designation:

Staff Comment: Future Land Use Designation is stated in Policy 2.



Community Plans: None

Geographic/Natural Features:

Staff Comment: The site is located of over the Rathdrum Prairie Aquifer.

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

Staff Comment: East 12th Avenue is a classified as a minor collector to the west of the site and a local Residential collector along the property’s frontage. This roadway, as well as Highway 41, should accommodate the proposed residential use without adversely impacting the existing

transportation network. As identified within the City's transportation master plan, future development in the area will provide additional traffic options, with the extension of the backage road system, that will further reduce the potential impacts from the property.

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.

Staff Comment: While the Highway 41 corridor is within the higher intensity urban activity area, the proposed site is tertiary to the corridor and in an existing residential area.

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

Staff Comment: Not applicable

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

No subdivision shall be approved from the planning and zoning commission 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.

Staff's Response: Water service to the project will be provided by the Ross Point Water District. Staff as received a will serve letter from the water district stating they have the capacity and willingness to serve this site.

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

Staff's Response: 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. Any existing septic systems on the property will be required to be abandoned in conformance with Panhandle Health requirements.

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

Staff's Response: 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.

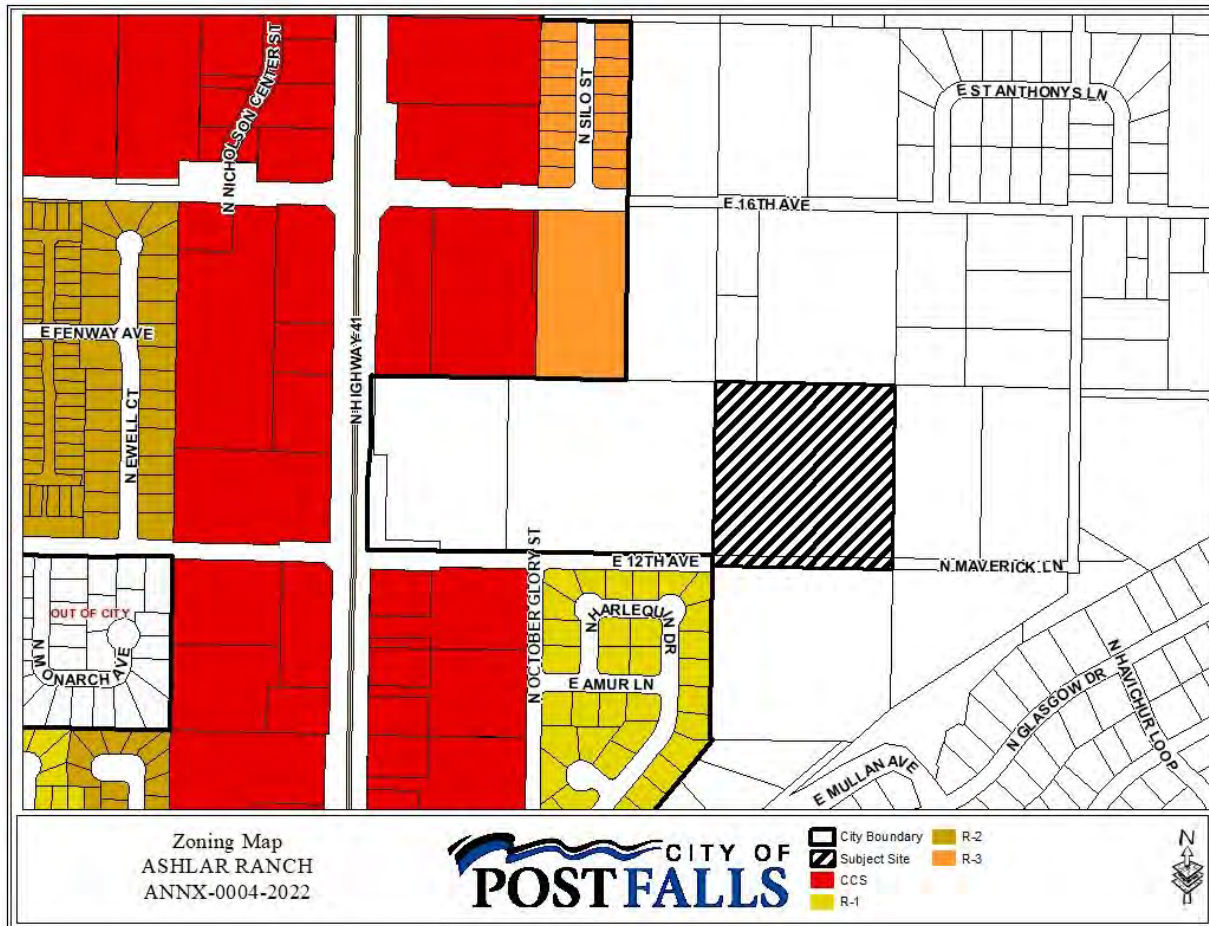
Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards.

4. 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.

Staff's Response: There are no soil or topographical conditions which have been identified as presenting hazards.

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

Staff's Response: The applicant is also requesting annexation into the City and the requested zoning for this subdivision is appropriate based on the existing land use in the general area (refer to zone change review criteria above). The subdivision and proposed lots conform to the requirements of Title 17 (Subdivisions) and Title 18 (Zoning).



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.

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

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
Kootenai County Fire	Kootenai Electric	Time Warner Cable
PF Highway District	Ross Point Water	PF Police Department
PF School District	Verizon	Utilities (W/WW)

Avista Corp. (WWP-3)	Idaho Department of Lands	Urban Renewal Agency
Department of Environmental Quality	Panhandle Health District	Kootenai County Planning
Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	TransCanada GTN	TDS

- **Post Falls Police Department (Exhibit PA-1)** – Neutral
- **Kootenai County Fire & Rescue (Exhibit PA-2)** - Gives comments throughout the processes.
- **Post Falls Highway District (Exhibit PA-3)** – Responded with “no comment”

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along 12th Avenue
 - a. 20-foot right-of-way (measured from the existing north right-of-way line of 16th Ave.)
 - b. 15-foot sidewalk, drainage, and utility easement
3. Dedication of Rights-of-way and easements along Zorros Street
 - a. 53-foot right-of-way (measured along the properties western boundary)
 - b. 15-foot sidewalk, drainage, and utility easement
4. Property is subject to the 12th Avenue Forcemain Sewer Surcharge

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation. Accompanying the annexation is the proposed Subdivision, which the Planning and Zoning Commission shall approve as presented, make an approval with conditions or modifications, or disapprove the proposed Subdivision. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

FINDINGS & CONCLUSIONS: The Planning & Zoning Commission should adopt Findings and Conclusions when forming a reasoned decision. Staff proposes the following conditions upon a potential recommendation of approval of the proposed Ashlar Ranch Subdivision. The Commission may adopt additional conditions from review of the application or from discussion at the Commission meeting.

SUBDIVISION CONDITIONS: Should the Planning & Zoning Commission move to recommend approval; staff proposes the following conditions:

1. This subdivision may only be approved subject to annexation approval.

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 construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. 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.
 - Provide a 8" sewer main within the right-of-way of 12th Avenue in the properties.
 - Provide a 12" sewer main within the right-of-way for Zorros Street.
8. Direct access from residential lots to 12th Avenue and Zorros Street 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 12th Avenue and Zorros Street; including all landscaping, irrigation and removal of snow from sidewalks and trails.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1a	Annexation Application
Exhibit A-1b	Subdivision Application
Exhibit A-2	Narrative
Exhibit A-3	Project Legal
Exhibit A-3	Preliminary Plan
Exhibit A-4	Preliminary Construction Plans
Exhibit A-4	Exhibit Map – Ordinance
Exhibit A-5	Dedication Legal
Exhibit A-6	Dedication Exhibit Map
Exhibit A-8	Will Serve
Exhibit A-9	Auth Letter
Exhibit A-10	Title Report
Exhibit A-12	VS Development Operating Agreement
Exhibit A-13	Quit Claim Deed

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map
Exhibit S-4	Signed Development Agreement

Testimony:

Exhibit PA-1	PFPD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	PFHD Comments
Exhibit PC-1	Hayes Comments



ANNEXATION APPLICATION

Post Falls Comprehensive Plan

Public Services Department – Planning Division

408 N. Spokane St. Post Falls, ID 83854
208.773.8708 Fax: 208.773.2505

STAFF USE ONLY		
Date Submitted: <u>2/7/22</u>	Received by: <u>BFB</u>	File # <u>AnnX-0004-2022</u>
Application Fee <u>3,000</u>	Public Hearings: <u>300</u>	Mailing \$6*18 = <u>108</u>

PART 1 – Process of Completion and Public Hearing Schedule

1. Applications will need to be deemed complete by the Planning Department prior to being scheduled for a public hearing. Once the applicant has been issued a completeness letter from the Planning Department verifying the application is complete, the application will be eligible to be scheduled at the next available Public Hearing.
2. Each Completeness Review Period, will be reviewed within a 2-week period
3. 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 (See Note Below).

***NOTE: Once we have 4 Public Hearings the following applicants will be moved to the next month's Hearing Date. ***

PART 1/A – REQUIRED MATERIAL

****THE APPLICATION WILL NOT BE ACCEPTED IF THE REQUIRED MATERIALS ARE NOT PROVIDED****

Annexing land and expanding public services is based on careful planning, adopted regulations and Comprehensive Plan policies. Annexation should provide a means for orderly, logical expansion of the city and increased efficiency, and economic provisions of public services. The City of Post Falls considers approval of annexing lands when such will lead to orderly future development that would result in benefit to the community. See the Comprehensive Plan 4.0 Future Land Use; Annexation Goals and Policies.

- Completed Annexation Pre-application
- Completed application form
- Application fee
- Will Serve Letter: (water service)
- A written narrative: Including zoning, how proposal relates to Annexation Goals and Policies, and the impact on City services.
- A legal description: in MS Word compatible format, together with a meets and bounds map.
- A report(s) by an Idaho licensed Title Company: showing ownership of record, any interest of record, and a list of property owners of record within 300 feet of external boundaries of the subject property and mailing labels, provided by the Title Company.
- A vicinity map: To scale, showing property lines, thoroughfares, existing and proposed zoning, etc.

- Public hearing notification:** Two required public hearings incur a mailing fee of \$6.00 per hearing notice per property within 300ft radius of the site (3 sets of labels are also required). The cost for publication notices in the local newspaper for both Planning and Zoning and City Council is \$300 per public hearing equaling \$600.
- Owner authorization:** If there is to be an applicant or consultant acting on the owner's behalf.

PART 2 – APPLICATION INFORMATION

PROPERTY OWNER: VS DEVELOPMENT LLC		
MAILING ADDRESS: 8720 KULKA RD		
CITY: LAS VEGAS	STATE: NV	ZIP: 89161
PHONE:	FAX:	EMAIL:
APPLICANT OR CONSULTANT: OLSON ENGINEERING		STATUS: <u>ENGINEER</u> OTHER
MAILING ADDRESS: PO BOX 1894		
CITY: POST FALLS	STATE: ID	ZIP: 83877
PHONE:	FAX:	EMAIL: eo@oecivil.com jt@oecivil.com

SITE INFORMATION:

PROPERTY GENERAL LOCATION OR ADDRESS: 4451 12TH AVE.		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE): POST FALLS IRA TMS TR43 BLK 31		
TAX PARCEL #: AIN 147451	EXISTING ZONING: AG	ADJACENT ZONING: AG/RES
	CURRENT LAND USE: VACANT	ADJACENT LAND USE: RES/VACANT
DESCRIPTION OF PROJECT/REASON FOR REQUEST: ANNEXATION FOR FUTURE SUBDIVISION		

PART 3 – CERTIFICATION

The applicant (or representative) must be present at the public hearing to represent this proposal or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing.

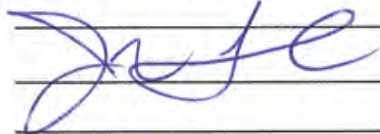
Petitioner's name(s), address, and phone number:

Name	Address	Phone
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I (We) the undersigned do hereby make petition for annexation and zone classification of the property described in this petition and do certify that we have provided accurate information as required by this petition form, to the best of my (our) ability.

Be advised that all exhibits presented will need to be identified at the meeting, entered into the record, and retained in the file.

DATED THIS 27TH DAY OF JANUARY 20 22



PART 4 – COMPLETED BY CITY STAFF

COMPLETED PRE-APP: <u>MULTIPLE</u>	YES:	NO:
	PRE-APP NAME:	PRE-APP FILE#:
IF NO PRE-APPLICATION, REASON?		



SUBDIVISION APPLICATION

Public Services Department – Planning Division

408 N. Spokane St. Post Falls, ID 83854
208.773.8708 Fax: 208.773.2505

STAFF USE ONLY		
Date Submitted: <u>2/7/22</u>	Received by: <u>AB</u>	File # <u>SUBD-0004-2022</u>
Application Fee <u>3,850</u>	Public Hearings: \$300	Mailing \$6*18 = <u>108</u>

PART 1 – Process of Completion and Public Hearing Schedule

1. Applications will need to be deemed complete by the Planning Department prior to being scheduled for a public hearing. Once the applicant has been issued a completeness letter from the Planning Department verifying the application is complete, the application will be eligible to be scheduled at the next available Public Hearing.
2. Each Completeness Review Period, will be reviewed within a 2-week period
3. 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 (See Note Below).

*****NOTE: Once we have 4 Public Hearings the following applicants will be moved to the next month's Hearing Date. *****

PART 1/A – REQUIRED MATERIAL

****THE APPLICATION WILL NOT BE ACCEPTED IF THE REQUIRED MATERIALS ARE NOT PROVIDED****

A subdivision is any division of a lot, tract or parcel into two or more lots and accompanied by proposed new streets or extension of existing streets, municipal sewer and water services.

(For additional information on this process and requirements please see PFMC 17.04)

- Completed Subdivision Pre-application:** Name of Subdivision at Pre-application stage, and Date of pre-app.
- Completed application form**
- Application fee** *(Per most recently adopted fee resolution)*
- A written narrative:** Describing the proposal
- Subdivision Plans:** (specific elements are identified in PFMC 17.12.040(A-C)) - *To include all lots being dimensioned and with square footage for each lot depicted, for the application to be considered complete.*
- Water District Will-Serve Letter:** (MC Section 17.17.060(H)(1) – a subdivision cannot be approved unless a 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.
- Owner authorization letter:** If there is to be an applicant or consultant acting on the owner's behalf.
- A report(s) by an Idaho licensed Title Company:** *By a Title Company licensed in the state of Idaho, as to ownership of record and any interest of record in the subject property. Provide a report of property owners within 300 feet*

of the external boundaries of the proposed development. (Labels are required – 2 sets) The applicant will incur a public hearing mailing fee in the amount of \$6.00 per hearing notice per property within the 300 feet radius. Applications are required to one (1) publication notice in the local newspaper and are \$300 per public hearing, of which can be paid at the time of application. ****NOTE** if the notices are not paid at the time of application, the planning department will mail an invoice to the applicant for the public hearing mailing and publication fees; these fees must be paid before the application is place on the agenda**

NOTE: Subdivision applications that are not deemed complete will not be processed.

Plans Checked By: _____

Date: _____

PART 2 – APPLICATION INFORMATION

PROPERTY OWNER: VS DEVELOPMENT LLC		
MAILING ADDRESS: 8720 KULKA RD		
CITY: LAS VEGAS	STATE: NV	ZIP: 89161
PHONE:	FAX:	EMAIL:
APPLICANT OR CONSULTANT: OLSON ENGINEERING		STATUS: ENGINEER OTHER
MAILING ADDRESS: PO BOX 1894		
CITY: POST FALLS	STATE: ID	ZIP: 83877
PHONE: 208.651.4152	FAX:	EMAIL: eo@oecivil.com jt@oecivil.com

SUBDIVISION INFORMATION:

PROPOSED SUBDIVISION NAME: ASHLER RANCH		
PROPERTY GENERAL LOCATION OR ADDRESS: 4451 E. 12TH AVENUE		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE): POST FALLS IRR TRACTS TRS TR 43 BLK 31		
TAX PARCEL #: 147451	EXISTING ZONING: COUNTY AG	ADJACENT ZONING: COUNTY AG/RES
AVERAGE LOT SIZE: 10,600 SQ. FT.	CURRENT LAND USE: VACANT	ADJACENT LAND USE: RES
SIZE OF SITE: 9.7 ACRES	NUMBER OF LOTS: 27	DENSITY: 3.0 2.8 UNITS/ACRE

DESCRIPTION OF PROJECT/REASON FOR REQUEST:
ANNEXATION AND RESIDENTIAL SUBDIVISION

SITE INFORMATION:

ASSESSOR'S PARCEL NUMBER(S): 147 451

COMPREHENSIVE PLAN DESIGNATION: TRANSITIONAL

LOCATION OF PROPOSED ACCESS TO THE SITE: 12TH AVENUE / ZORROS

SIZE AND POINT OF UTILITIES CONNECTION:	WATER SIZE: <u>TBD</u>	LOCATION:
<u>12TH / ZORROS 12"</u>	SEWER SIZE: <u>12"</u>	LOCATION:

NAME AND LOCATION OF NEAREST SCHOOL(S): POST FALLS HIGH SCHOOL 1 MILE

LOCATION OF AND DISTANCE TO NEAREST FIRE STATION OR SUB-STATION: KCFR # 3 1 MILE

STREET(S) SERVING THE PROJECT (PROVIDE R-O-W AND PAVEMENT WIDTH):
SEE PLANS

PHYSICAL DESCRIPTION OF SITE (TOPOGRAPHY, COVER, FEATURES): SLOPING / OPEN GRASSLAND

ANY PHYSICAL LIMITATIONS? (ROCK OUTCROPS, SLOPE, ETC.): NO YES (PLEASE ATTACH DESCRIPTION)

PART 3 – CERTIFICATION

****Applications will be scheduled to go before the Planning and Zoning Commission once the material submitted has been reviewed by staff and has been determined to be considered a complete application.**

CERTIFICATION:

I understand that the applicant or representative shall attend the public hearing before the Planning and Zoning Commission and that the decision on a Subdivision is final; unless appealed by myself, by adjoining property owners, or by other affected persons. I also understand that the Subdivision Plat is a separate application to be approved by the City Council before it can be recorded. All the information, statements, attachments and exhibits transmitted herewith are true to the best of my knowledge. I hereby certify that I am the owner or contract buyer.

DATED THIS 31ST DAY OF JANUARY 20 22

[Signature]

PART 4 – COMPLETED BY CITY STAFF:

COMPLETED PRE-APP:	YES:	NO:
	PRE-APP NAME:	PRE-APP FILE#:
IF NO PRE-APPLICATION, REASON?		

Ashler Ranch Narrative

Project Description

On behalf of the property owner, Olson Engineering is requesting annexation and subdivision approval for approximately 9.7 acres of land on the eastern edge of city limits in the “East Prairie Focus Area”. The requested zoning designation is R-1 and the preliminary plat identifies 27 single family building lots. Several meetings have occurred with city staff and the development team is working closely with the city in order to accommodate the city’s vision for orderly development.

Existing Zoning and Future Land Use Designation

The property is currently zoned Agriculture per Kootenai County zoning designations. The property lies within the city of Post Falls exclusive tier area of city impact. The city’s comprehensive plan identifies the property as transitional within the aforementioned East Prairie Focus Area.

Characteristics

The property is gently sloping land with prairie grasses and other native vegetation. There are several native trees on the property and an old pole structure that has not been used for many years. Near the eastern property line there remains a residential foundation, likely from a modular home that was removed from the property. The property lacks any other notable defining characteristics.

Proposed Use

The developer intends to create 27 residential lots with the plan to construct and sell single family homes with optional detached shops and/or RV parking areas.

Services

The property is positioned such that city sewer is readily available to the west in 12th Avenue and water can be provided by Ross Point Water District.

Annexation Goals

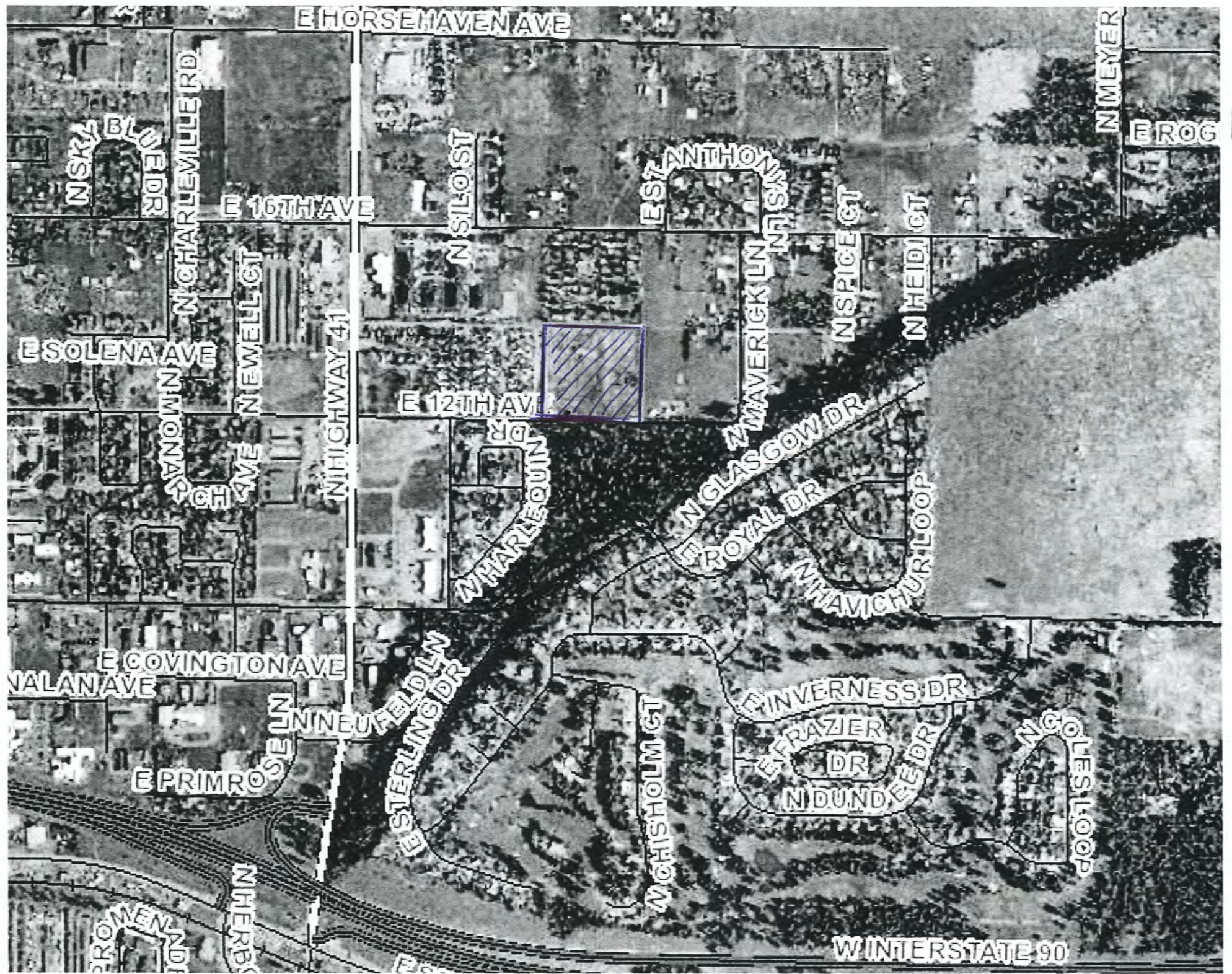
The city’s annexation goals are outlined within the comprehensive plan wherein it is recognized that annexations should be in accordance with community needs and should attempt to follow an orderly pattern.

It has become apparent that the greatest need throughout the entire county is adequate housing options. The influx of new residents to Kootenai County has created a massive shortage of resale homes which has consequently caused a substantial increase in the

median home sales price. The anticipated pricing of the homes being proposed in this development will exceed the median home price but will add to the available inventory within the resale market. Often when there is a shortage of supply in the residential housing market, buyers that are relocating from other areas have greater liquidity (cash buyers) and can outbid local buyers on houses within hours of houses being listed for sale. Buyers will take the best option available to gain a foothold in the market and then look for a more desirable home after they have become accustomed to the local market. In some cases when this buyer has purchased a more desirable home, they will keep possession of the original home as a rental property which can further exacerbate the lack of resale inventory. Municipalities that work closely with developers, builders and the community to foster development that offers a diverse range of housing options, from multifamily to large single-family housing will have a better chance of maintaining price stability in the housing market.

The city of Post Falls has prioritized the desire to promote infill opportunities in order to eliminate “county islands”. These are properties that are surrounded by incorporated property which put strain on city infrastructure while technically remaining outside the city. As these properties become annexed and redeveloped, or in cases where owners are unwilling to sell or redevelop, it will be imperative that the city analyze the best annexation opportunities on its periphery. Strategically, these annexations would make the most sense where infrastructure (water, sewer, natural gas, etc.) are adjacent to properties eligible for annexation. In addition to infrastructure, annexations should occur where the closest major corridors and critical intersections have been updated and can adequately handle additional traffic. Opportunities to annex property and obtain right-of-way dedication for streets that are critical to the city’s master transportation plan objectives should be seriously considered.

This proposal for annexation and subdivision offers an opportunity to bring additional housing to the strained market in an area that can accommodate additional traffic. It also provides an opportunity for the city to further its master plan to connect the developments east of Highway 41 with a “backage road” running north/south in accordance with their transportation objectives. This plan allows traffic to flow more easily to controlled intersections or avoid them altogether in the case of residents that desire to travel north and east.



E HORSEHAVEN AVE

N MEYER

E ROG



NISKY BL
N DE DR

N CHARLEVILLE RD

E 16TH AVE

N SILO ST

EST ANTHONY LN

N SPICE CT

N HEIDI CT

E SOLENA AVE

N MONAS

N NEWELL CT

N HIGHWAY 41

E 12TH AVE

N MAVERICK LN

N GLASGOW DR

E ROYAL DR

N HAMMICHUR LOOP

E COVINGTON AVE

N ALAN AVE

N ROSE LN

E PRIMROSE LN

E STERLING LN

N HARLEQUIN

N CHISHOLM CT

E INVERNESS DR

E FRAZIER DR

N DUNDRE DR

N GOLES LOOP

W INTERSTATE 90

EXHIBIT "A"

ASHLER RANCH ANNEXATION

A PARCEL OF LAND BEING TRACT 43 BLOCK 31 AND THAT PORTION OF THE PLATTED 12TH AVENUE ADJOINING SAID TRACT 43 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP; FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S 00°51'42" W A DISTANCE OF 2642.28 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 31, S 00°51'42" W A DISTANCE OF 1321.14 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 12TH AVENUE, THENCE ALONG SAID CENTER LINE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE INTERSECTION WITH THE EXISTING CITY LIMITS OF POST FALLS AND THE **TRUE POINT OF BEGINNING**;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST N 00°49'07" E A DISTANCE OF 657.24 FEET TO THE PROPOSED CITY LIMITS OF POST FALLS;

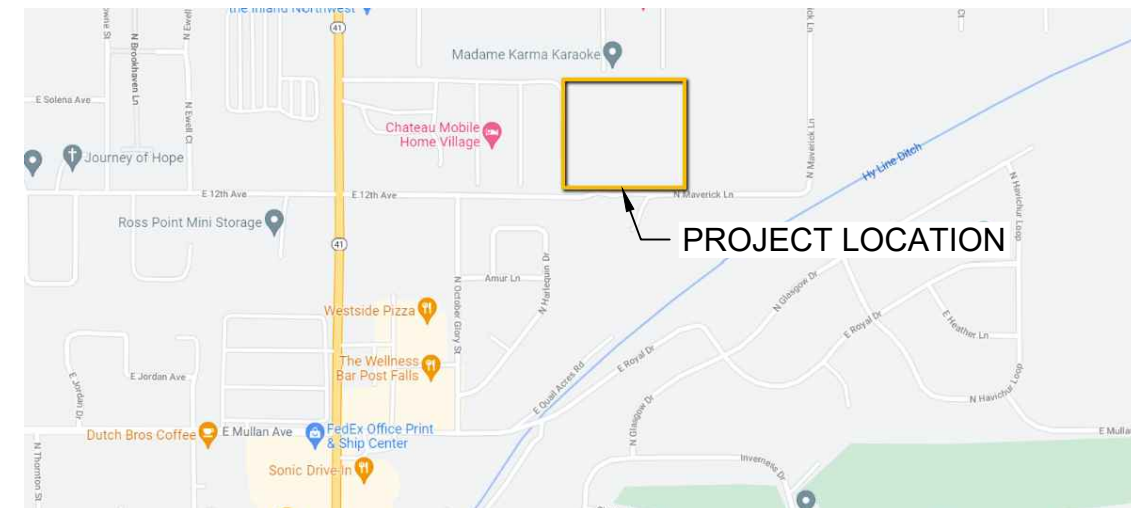
THENCE, CONTINUING ALONG THE PROPOSED CITY LIMITS, S 88°54'21" E A DISTANCE OF 661.06 FEET;

THENCE, S 00°48'26" W A DISTANCE OF 675.57 FEET TO THE PLATTED SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;

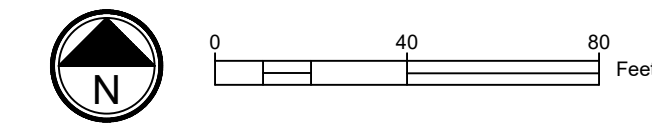
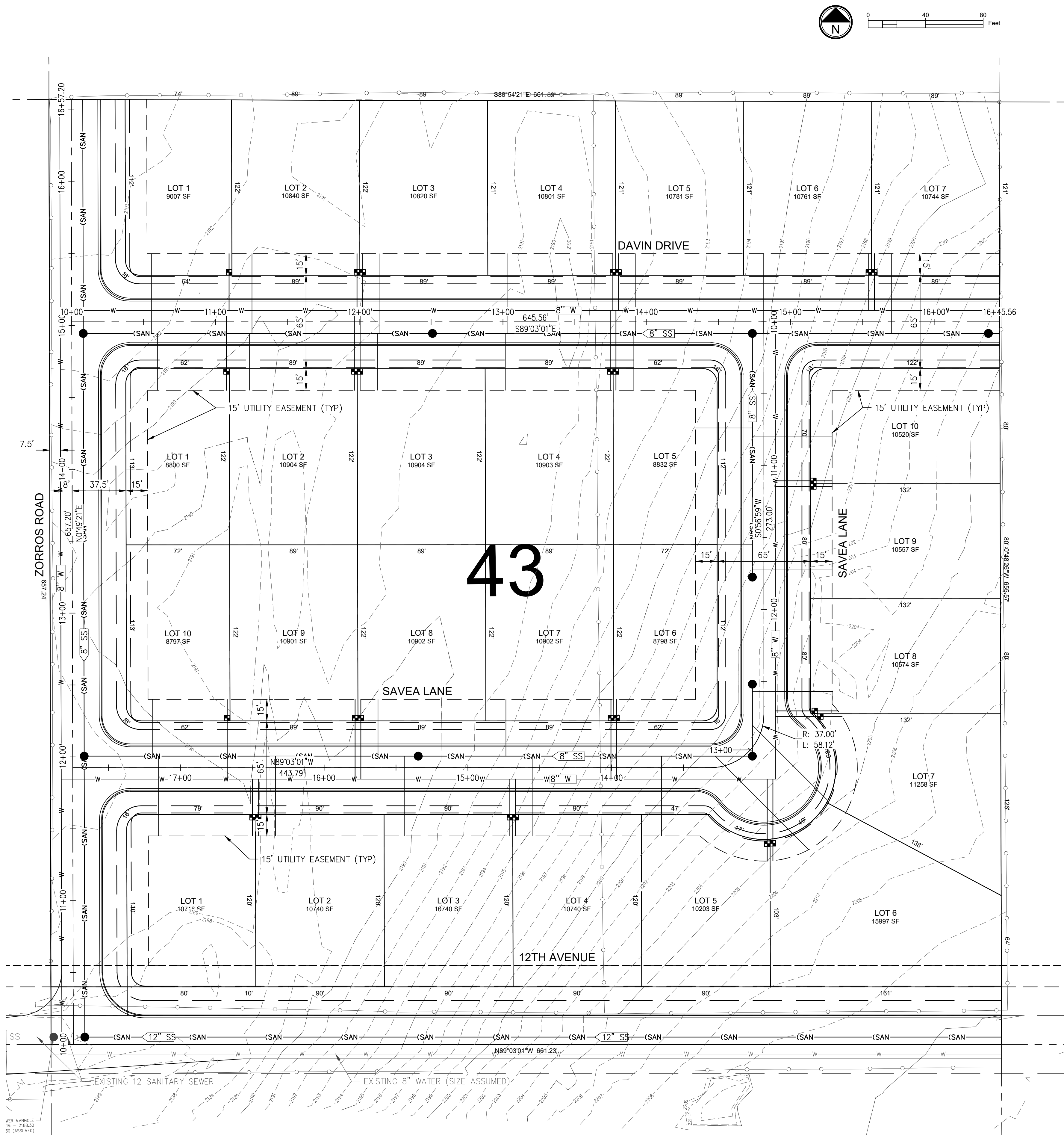
THENCE, ALONG SAID SOUTH RIGHT OF WAY, N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE EXISTING POST FALLS CITY LIMITS;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST FALLS, N 00°49'21" E A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 9.962 ACRES, MORE OR LESS.



VICINITY MAP
NTS



SUBDIVISION PLAN ASHLAR RANCH

SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF
SECTION 31, TOWNSHIP 51 N., RANGE 4
W., BOISE MERIDIAN, KOOTENAI
COUNTY, IDAHO

OWNERS: CLACDA INVESTMENTS
1675 S. CEDERBLOOM
COEUR D'ALENE, ID 83814

ZONING: SINGLE FAMILY RESIDENTIAL
(R-3)

9.962 ACRES TOTAL
27 LOTS - AVERAGE 11,671 SF/0.27 AC
0.369 LOTS PER ACRE

LEGAL DESCRIPTION

THAT PART OF THE SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP;

THENCE ALONG THE CENTER LINE OF HIGHWAY 41, S 00°51'42" W A DISTANCE OF 1321.14 FEET, THENCE ALONG THE CENTER LINE OF 12TH AVENUE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 00°49'07" E A DISTANCE OF 657.24 FEET;

THENCE S 88°54'21" E A DISTANCE OF 661.06 FEET;

THENCE S 00°48'27" W A DISTANCE OF 655.57 FEET;

THENCE N 89°03'01" W A DISTANCE OF 661.23 TO THE TRUE POINT OF BEGINNING.

CONTAINING 9.962 ACRES, MORE OR LESS.

LEGEND

- SIDEWALK
- ROLLED CURB
- WATER MAIN
- CENTERLINE
- (SAN) SANITARY SEWER MAIN
- ROLLED CURB
- SIDEWALK
- SANITARY SEWER MANHOLE
- WATER METER
- FIRE HYDRANT

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PROFESSIONAL ENGINEER
LICENSE
1250
STATE OF IDAHO
ERIC K. OLSON

Olson Engineering
P.O. Box 1854
Post Falls, ID 83877
208-651-4152
eo@oeidvil.com

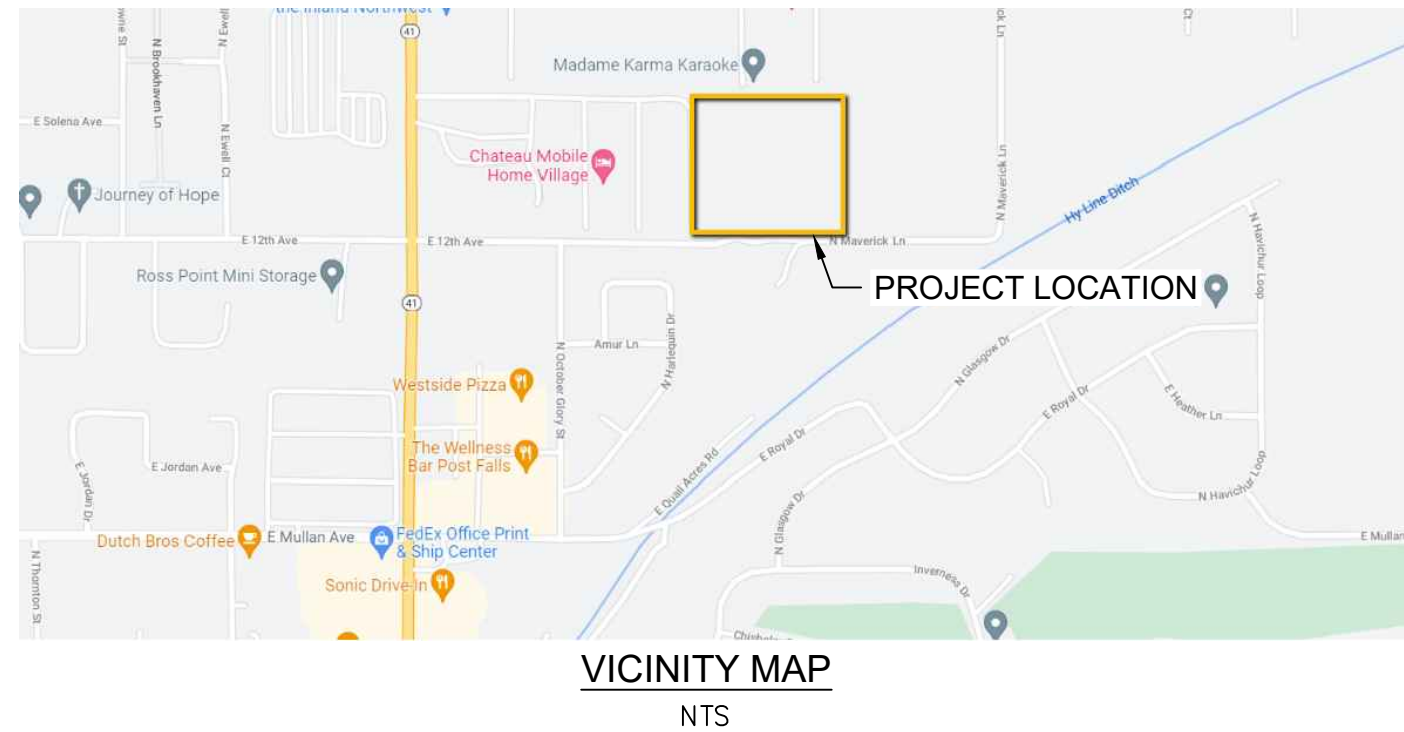
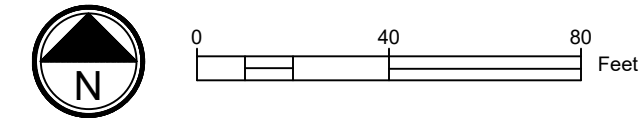
prj: ASHLAR RANCH SUBDIVISION			
loc: 12TH AVENUE POST FALLS, IDAHO			
sht: SUBDIVISION PLAN			
#	DATE	REVISION	
			1

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ASHLAR RANCH SUBDIVISION PRELIMINARY CONSTRUCTION PLANS

SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W.,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

OWNERS: CLACDA INVESTMENTS
1675 S. CEDERBLOOM
COEUR D'ALENE, ID 83814



SHEET INDEX

- C-1 COVER SHEET
- C-2 TYPICAL ROADWAY SECTIONS
- C-3 12TH AVENUE PLAN
- C-4 ZORROS ROAD PLAN 10+00 - 16+57.20
- C-5 DAVIN DRIVE PLAN 10+00 - 16+45.56
- C-6 SAVEA LANE PLAN 10+00 - 13+00
- C-7 SAVEA LANE PLAN 13+00 - 17+74.91

MONUMENT SEARCH NOTE IC 55-1613

AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED TO LOCATE EXISTING PROPERTY CORNERS ASSOCIATED WITH THE SUBJECT PROJECT. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS, AND THEIR LOCATIONS SHALL BE VERIFIED PRIOR TO AND AT THE COMPLETION OF CONSTRUCTION PER IDAHO CODE 55-1613. EXISTING MONUMENTS SHALL BE PRESERVED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.

LEGEND OF EXISTING FEATURES

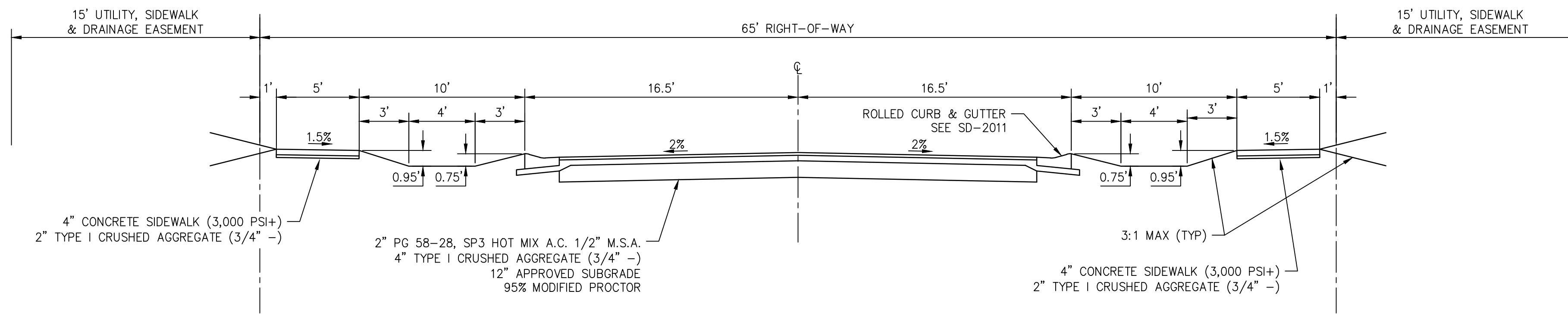
- MAJOR CONTOUR
- MINOR CONTOUR
- TREE LINE
- FENCE
- SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- YARD HYDRANT
- UTILITY POLE
- GUY WIRE
- TRANSFORMER
- ELECTRIC METER
- TELEPHONE RISER
- GAS LINE
- DECIDUOUS TREE

LEGEND OF PROPOSED FEATURES

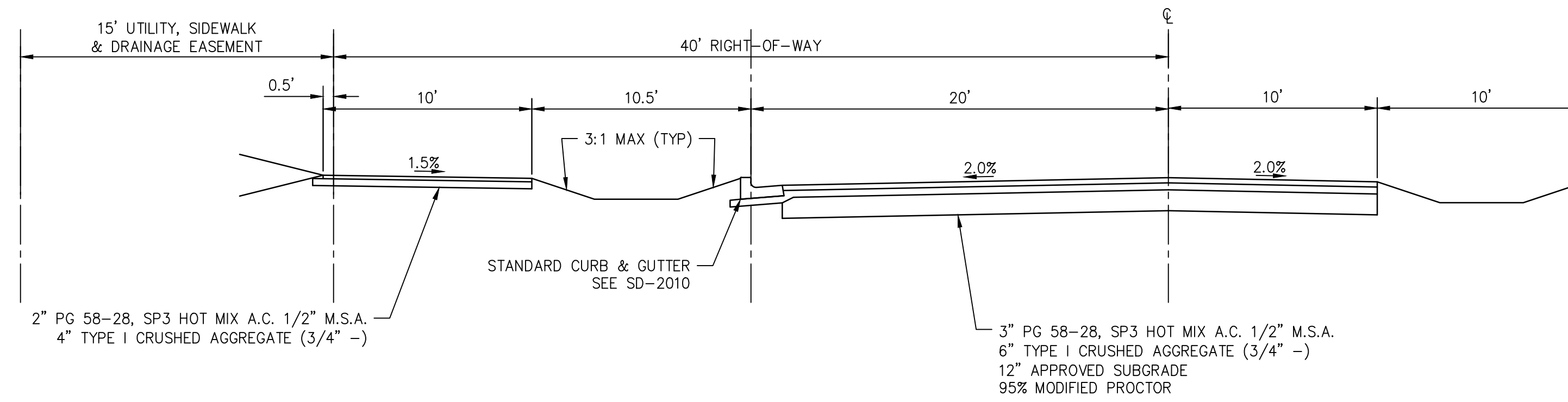
- SIDEWALK
- ROLLED CURB
- WATER MAIN
- CENTERLINE
- SANITARY SEWER MAIN
- ROLLED CURB
- SIDEWALK
- SANITARY SEWER MANHOLE
- WATER METER
- FIRE HYDRANT

	<p style="font-size: small;">Know what's below. Call before you dig.</p>	
<p>Olson Engineering P.O. Box 1894 Post Falls, ID 83877 208-651-4152 eo@oedivil.com</p>		
<p>prj: ASHLAR RANCH SUBDIVISION</p>		
<p>loc: 12TH AVENUE POST FALLS, IDAHO</p>		
<p>sht: COVER SHEET</p>		
#	DATE	REVISION
C-1		

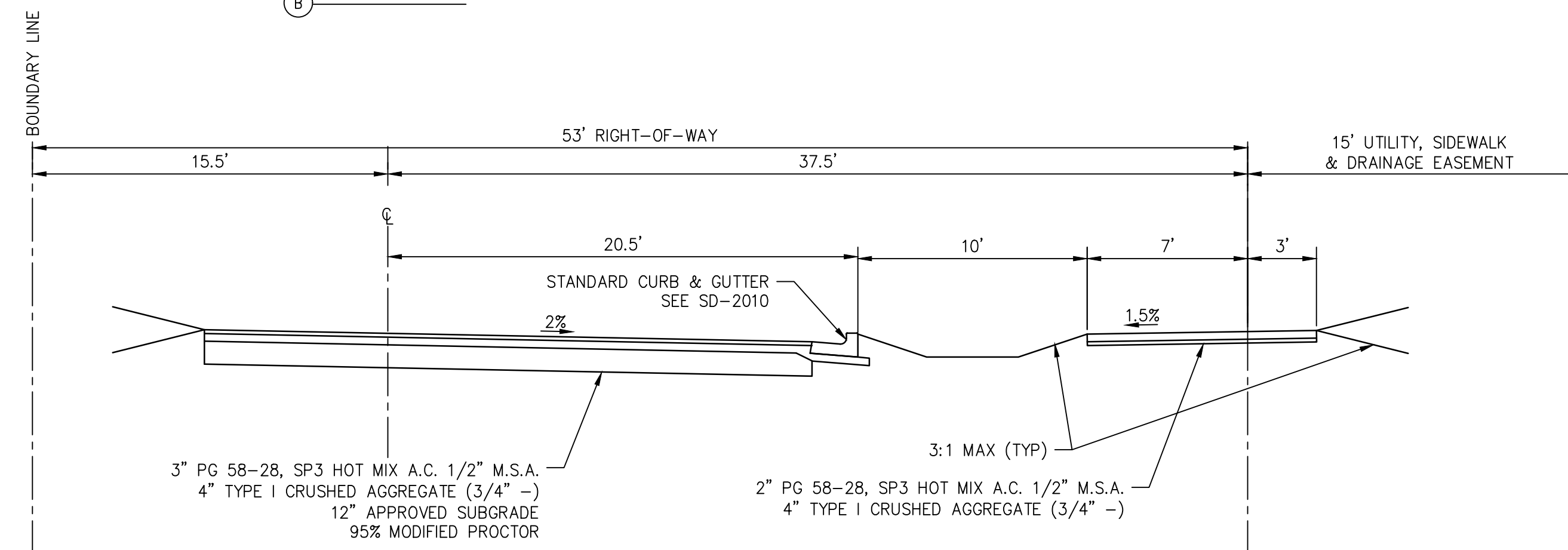
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A LOCAL STREETS - DAVIN DRIVE AND SAVEA LANE



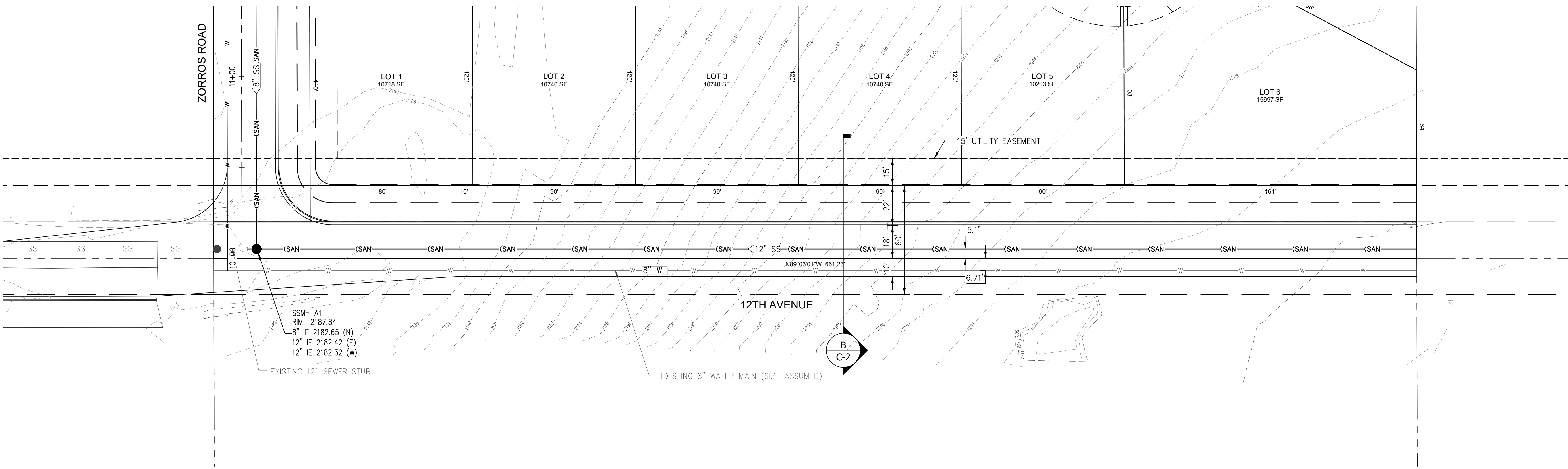
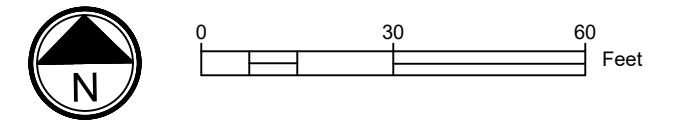
B 12TH AVENUE



C ZORROS ROAD

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		<p>Olson Engineering P.O. Box 1694 Post Falls, ID 83877 208-651-4152 eo@oeengine.com</p>
<p>prj: ASHLAR RANCH SUBDIVISION</p>		
<p>loc: 12TH AVENUE POST FALLS, IDAHO</p>		
<p>sht: SECTIONS</p>		
#	DATE	REVISION



- NOTES**
- 1) RIGHT OF WAY LANDSCAPING TO BE INSTALLED PER THE CITY OF POST FALLS STANDARDS.

SSMH A1
 RIM: 2187.84
 8" IE 2182.65 (N)
 12" IE 2182.42 (E)
 12" IE 2182.32 (W)

EXISTING 12" SEWER STUB

EXISTING 8" WATER MAIN (SIZE ASSUMED)

B
 C-2

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 Post Falls, ID 83877
 208-651-4152
 eo@oecivil.com

prj: **ASHLAR RANCH SUBDIVISION**

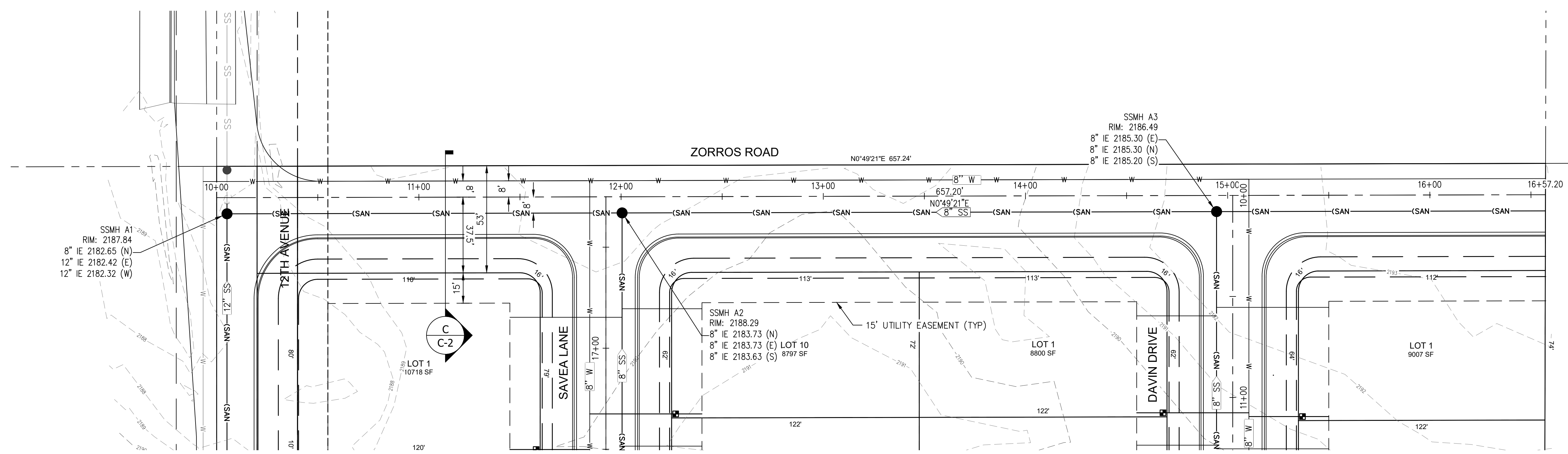
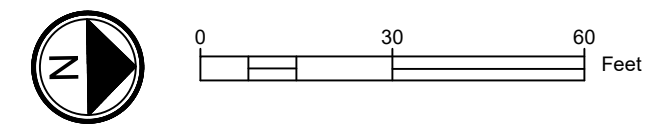
loc: **12TH AVENUE POST FALLS, IDAHO**

sh: **12TH AVENUE PLAN**

#	DATE	REVISION

C-3

c:\users\ep\olson_engineering\olson_engineering - projects\2021\2194-woodhaven_holdings\dwg\plans\2194-sd_pln1.dwg



NOTES

- 1) RIGHT OF WAY LANDSCAPING TO BE INSTALLED PER THE CITY OF POST FALLS STANDARDS.
- 2) CURB RETURN RADII ARE 20'. DIMENSION IS TO FACE OF CURB

c:\users\ep\olson_engineering\olson_engineering - projects\2021\2194-woodhoven_holdings\dwg\plans\2194-sd_plan1.dwg

Olson Engineering
P.O. Box 1894
Post Falls, ID 83877
208-651-4152
eo@oeivil.com

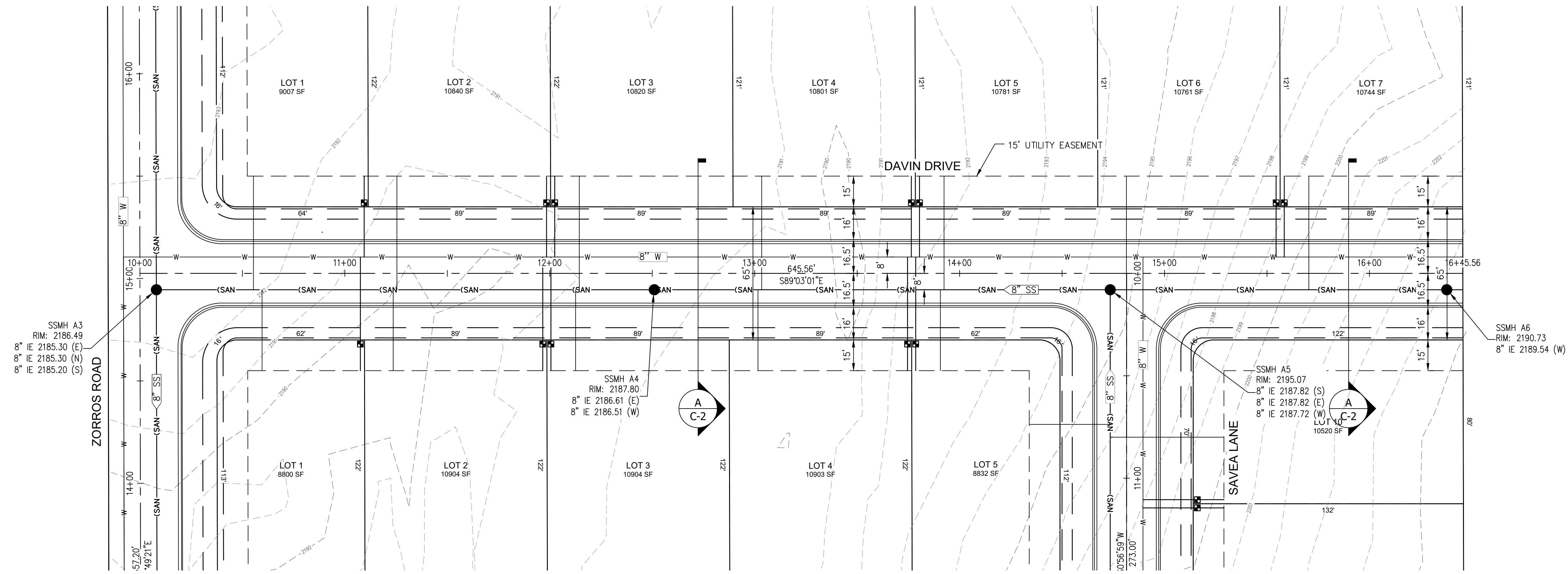
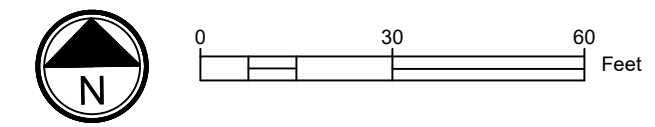
prj: **ASHLAR RANCH SUBDIVISION**

loc: **12TH AVENUE POST FALLS, IDAHO**

sh: **ZORROS ROAD PLAN 10+00 - 16+57.20**

#	DATE	REVISION

C-4



- NOTES**
- RIGHT OF WAY LANDSCAPING TO BE INSTALLED PER THE CITY OF POST FALLS STANDARDS.

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eo@oecivil.com

PROFESSIONAL ENGINEER
LICENSE # 2350
STATE OF IDAHO
ERIC K. OLSON

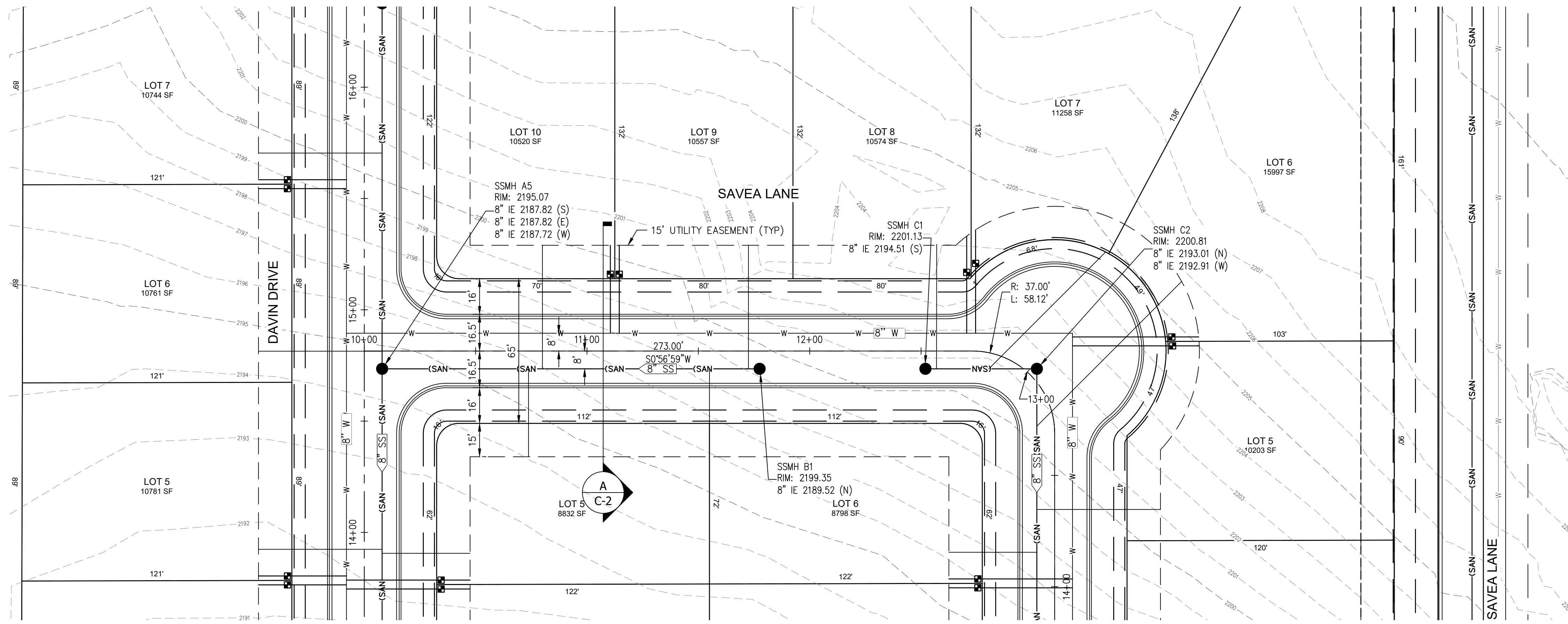
prj: ASHLAR RANCH SUBDIVISION

loc: 12TH AVENUE POST FALLS, IDAHO

sht: DAVIN DRIVE PLAN 10+00 - 16+45.56

#	DATE	REVISION

C-5



NOTES

- 1) RIGHT OF WAY LANDSCAPING TO BE INSTALLED PER THE CITY OF POST FALLS STANDARDS.

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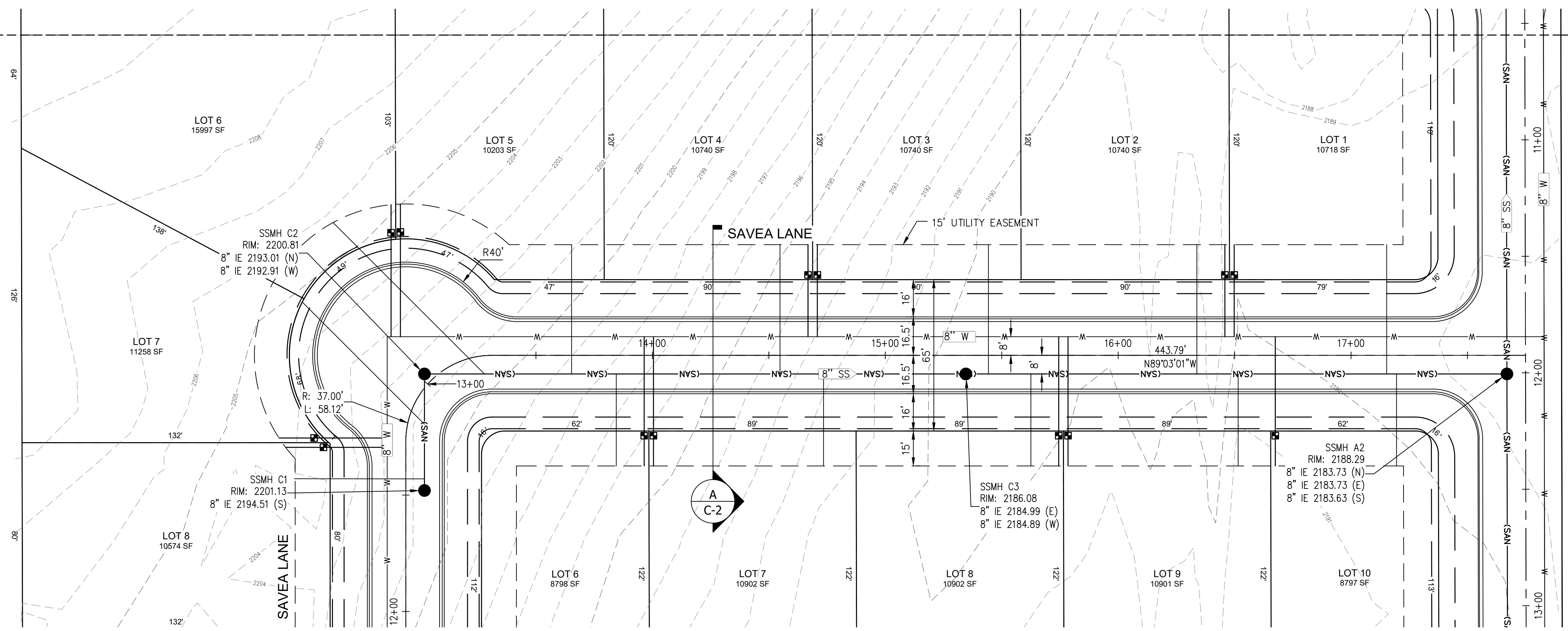
811 Know what's below. Call before you dig.

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Post Falls, ID 83877
208-651-4152
eo@oecivil.com

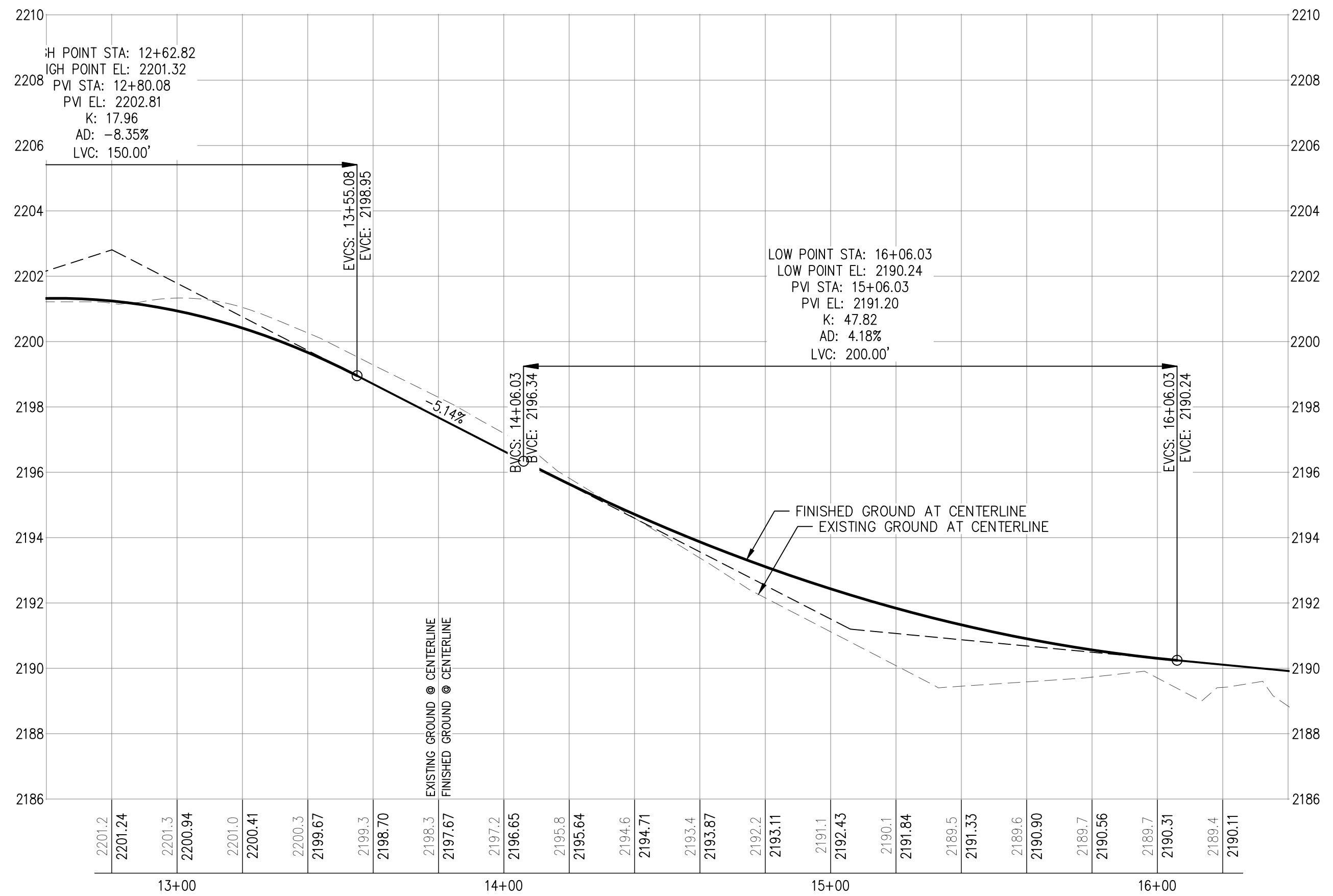
PROFESSIONAL ENGINEER LICENSE
1250
STATE OF IDAHO
ERIC K. OLSON

prj:	ASHLAR RANCH SUBDIVISION	
loc:	12TH AVENUE POST FALLS, IDAHO	
sht:	SAVEA LANE PLAN 10+00 - 13+00	
#	DATE	REVISION

C-6



- NOTES**
- 1) RIGHT OF WAY LANDSCAPING TO BE INSTALLED PER THE CITY OF POST FALLS STANDARDS.
 - 2) THE PROFILE SHOWN ON THIS SHEET IS APPROXIMATE. ADDITIONAL EARTHWORK AND STORM DRAINAGE ANALYSIS NEEDS TO BE PERFORMED.
 - 3) THE GRADING IN LOTS 3-8 MAY HAVE CUTS IN EXCESS OF 4'



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

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Post Falls, ID 83877
208-651-4152
eo@oeidvil.com

PROFESSIONAL ENGINEER
LICENSE # 12350
STATE OF IDAHO
ERIC K. OLSON

prj: **ASHLAR RANCH SUBDIVISION**

loc: **12TH AVENUE POST FALLS, IDAHO**

sht: **SAVEA LANE PLAN 13+00 - 17+74.91**

#	DATE	REVISION

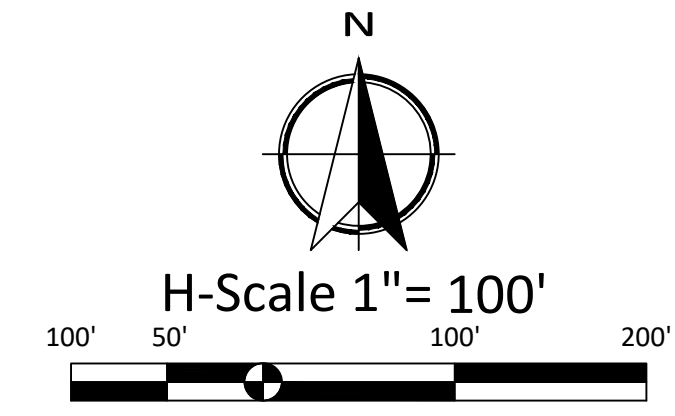
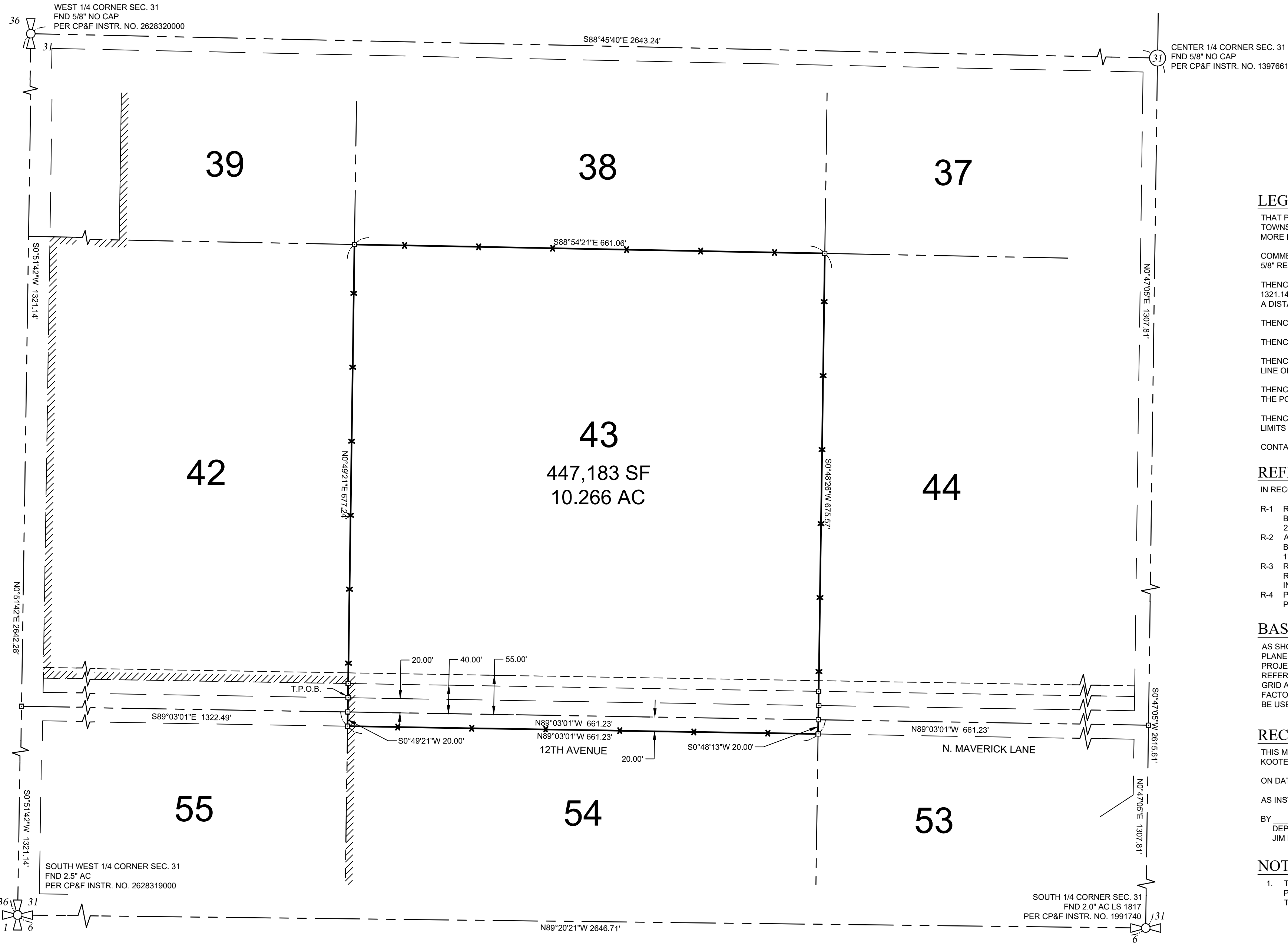
C-7

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RECORD OF SURVEY

CITY OF POST FALLS ORDINANCE #
 SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 INST.# _____



LEGAL DESCRIPTION: EXHIBIT "A"
 THAT PART OF THE SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP;
 THENCE ALONG THE CENTER LINE OF HIGHWAY 41, S 00°51'42" W A DISTANCE OF 1321.14 FEET, THENCE ALONG THE CENTER LINE OF 12TH AVENUE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N 00°49'07" E A DISTANCE OF 657.24 FEET;
 THENCE S 88°54'21" E A DISTANCE OF 661.06 FEET;
 THENCE S 00°48'27" W A DISTANCE OF 675.57 FEET TO THE SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;
 THENCE N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE POST FALLS CITY LIMITS;
 THENCE N 00°49'21" E A DISTANCE OF 20.00 FEET ALONG THE POST FALLS CITY LIMITS TO THE TRUE POINT OF BEGINNING.
 CONTAINING 9.962 ACRES, MORE OR LESS.

REFERENCES
 IN RECORDS OF KOOTENAI COUNTY, IDAHO:
 R-1 RECORD OF SURVEY BY JON A. GORDON P.L.S. 13911, RECORDED IN BOOK 28, OF SURVEYS AT PAGE 408, UNDER INSTRUMENT NO. 2509253000.
 R-2 ANNEXATION MAP BY MARK W. DUFFNER P.L.S. 9905, RECORDED IN BOOK 21 OF SURVEYS, AT PAGE 363, UNDER INSTRUMENT NO. 1748259.
 R-3 RECORD OF SURVEY BY JAMES W. STILLINGER P.L.S. 5078, RECORDED IN BOOK 14 OF SURVEYS, AT PAGE 14, UNDER INSTRUMENT NO. 1330307.
 R-4 PLAT OF POST FALLS IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS AT PAGE 80.

BASIS OF BEARING
 AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 0.99992125. A CONVERGENCE ANGLE OF -0°50'34" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

RECORDER'S CERTIFICATE
 THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, COUNTY OF KOOTENAI, STATE OF IDAHO, AT THE REQUEST OF JOHNSON SURVEYING
 ON DATE _____ AT _____ O'CLOCK _____ M
 AS INSTRUMENT _____ IN BK. _____ OF SURVEYS AT PG. _____
 BY _____
 DEPUTY,
 JIM BRANNON, RECORDER. FEE: _____

NOTES
 1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

LEGEND

	N-S 1/4 SECTION CORNER AS NOTED		R.O.W. RIGHT-OF-WAY
	SECTION CORNER AS NOTED		EXISTING POST FALLS CITY LIMITS
	E-W 1/4 SECTION CORNER AS NOTED		PROPOSED POST FALLS CITY LIMITS
	CENTER SECTION CORNER AS NOTED		

SURVEYOR'S CERTIFICATE
 I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.
 CHAD J. JOHNSON PLS 9367 _____ DATE _____



RECORD OF SURVEY			
ANNEXATION ORDINANCE # _____			
SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 31, T 51 N., R 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: 12-08-2021	DRAFTED BY: ATM	PLOT DATE: DEC. 2021	SHEET
FILE NAME: 21-288 SURVEY	CHECKED BY: CJJ	PROJECT No.: 21-288	1 / 1

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

EXHIBIT "A"
ASHLER RANCH R-O-W & EASEMENT DESCRIPTION

A PARCEL OF LAND BEING TRACT 43 BLOCK 31 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE OF 12TH AVENUE ON THE EXISTING POST FALLS CITY LIMITS;

THENCE, ALONG THE EXISTING POST FALLS CITY LIMITS, N 00°49'21" E A DISTANCE OF 40.00 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY OF 12TH AVENUE;

THENCE, ALONG THE PROPOSED NORTH RIGHT-OF-WAY, S 89°03'01" E A DISTANCE OF 661.21 FEET;

THENCE, LEAVING PROPOSED RIGHT OF WAY, S 00°48'26" W A DISTANCE OF 40.00 FEET TO THE EXISTING CENTERLINE OF 12TH AVENUE;

THENCE, ALONG THE EXISTING CENTERLINE, N 89°03'01" W A DISTANCE OF 661.22 FEET TO THE **TRUE POINT OF BEGINNING**.

TOGETHER WITH A ROADWAY, SLOPE AND UTILITY EASEMENT 15 FEET IN WIDTH ADJOINING THE ABOVE DESCRIBED PARCEL OF LAND.

EXHIBIT B

W. PRAIRIE AVENUE ADDITIONAL RIGHT-OF-WAY AND UTILITY EASEMENT

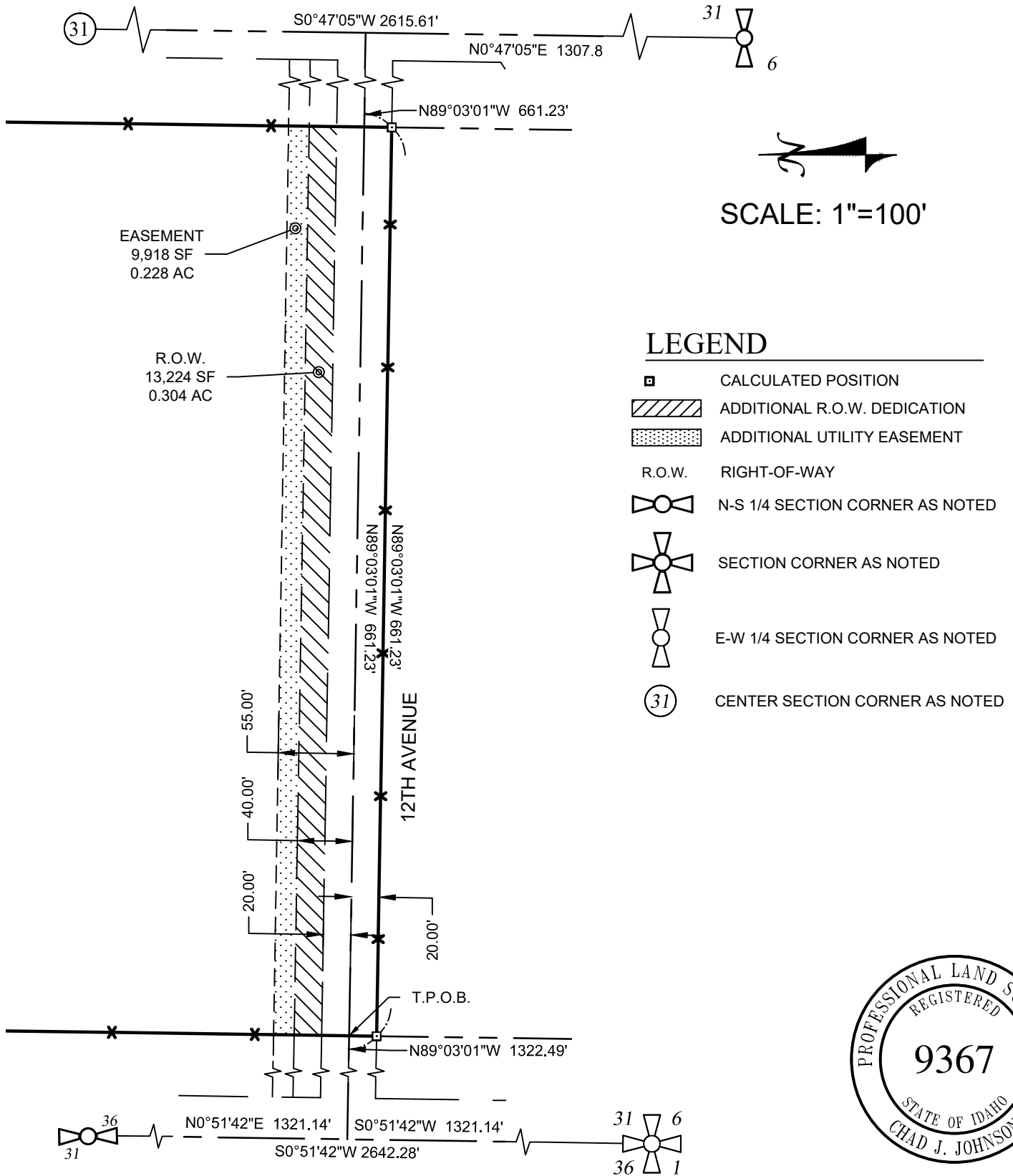
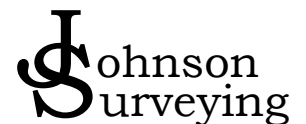


EXHIBIT B

SW 1/4 NE 1/4 SW 1/4 OF SEC. 31, TOWNSHIP 51 N., RANGE 4 W.,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



DATE SURVEYED: 12-08-2021	DRAFTED BY: ATM	PLOT DATE: DEC. 2021	SHEET 1 / 1
FILE NAME: 21-288 SURVEY	CHECKED BY: CJJ	PROJECT No.: 21-288	

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

ROSS POINT WATER DISTRICT

February 1, 2022

TO: Bill Melvin, P.E.
City Engineer, City of Post Falls
408 Spokane Street
Post Falls ID 83854

RE: EAST END OF 12TH AVE – AIN #147451

Dear Mr. Melvin:

Ross Point Water District has reviewed the preliminary plans for on-site improvements for the above referenced project and found them to be acceptable. We will need to review the completed construction plans before we can give final approval of the water system.

Ross Point Water District's Consulting Engineer, Whipple Consulting Engineers, Inc., have completed a study, which analyses the impact the proposed subdivision will have on our water supply and distribution system. The study identifies improvements that if made by the Developer, will allow the District to provide service to the subject project and maintain the existing level of service in the Ross Point Water District.

Ross Point Water District will provide water service to the PARCEL NUMBER AIN #147451, located at the east end of 12th Ave. conditioned upon the developer completing off-site improvements, if any.

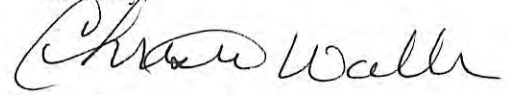
Additional requirements include:

1. Annexation of the subdivision into the Ross Point Water District service area, if applicable.
2. Satisfactory completion and dedication of approved on-site and off-site water system improvements.
3. Payment of all applicable fees and charges.
4. Compliance with all Ross Point Water District policies, rules and regulations.
5. Transfer of all water rights associated with project property, if applicable.

If work on the project is not begun within one year this "Will Serve" letter becomes void.

If you have any questions regarding this matter please call.

Sincerely,



Christine Waller
Ross Point Water District

Cc: Ray Kimball, Whipple Consulting Engineers, Inc.
Idaho Department of Quality
Panhandle Health District
Olson Engineering, Eric Olson



January 23, 2022

This document is to grant authorization for Olson Engineering to act on behalf of VS Development LLC for land use processes in the City of Post Falls. The properties in question are commonly known as 4451 and 4455 E. 12th Ave.

AIN 147451

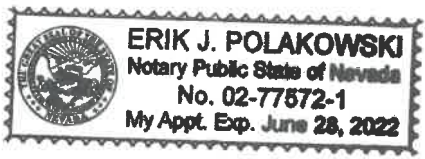



Ryne Stoker
Authorized Agent

VS Development LLC

State of Nevada, Clark County

This record was signed before me on 1-23-2022 by Ryne Stoker





Commission expires on 6-28-2022

COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a(n) Washington corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 90 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 415991

SCHEDULE A

Escrow Officer: Sandy Motz - sandy@kootenaititle.com
Title Officer: Nikki Droll - nikkid@kootenaititle.com

1. Commitment Date: August 31, 2021 at 05:00 PM

2. Policy to be issued:

a. Owner's Policy	(ALTA Owners Policy (06/17/06))	Amount:	\$1,030,000.00
Proposed Insured:		Premium:	\$2,840.00

Woodhaven Holdings LLC

Total:: \$2,840.00

b. Loan Policy	(ALTA Loan Policy Standard (6/17/16))	Amount:	\$515,000.00
Proposed Insured:		Premium:	\$75.00

CLACDA Investments, LLC, an Idaho limited liability company

Total:: \$75.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

CLACDA Investments, LLC, an Idaho limited liability company

5. The Land is described as follows:

Tract 43, Block 31, POST FALLS IRRIGATED TRACTS, according to the plat recorded in Book C of Plats at Page 78, records of Kootenai County, Idaho.

Commonwealth Land Title Insurance Company

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Nikki Droll
By: _____
Kootenai County Title Company, Inc.



By: *Agnes M. ...*
ATTEST
[Signature]
President
[Signature]
Secretary

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Note 1: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code.

Note 2: The address of the herein described property is:
4451 E. 12th Ave.
Post Falls, ID 83854

Note 3: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

6. This company will require the following documents in order to insure a conveyance or encumbrance by the Liability Company named below:

Company: CLACDA Investments, LLC, A Limited Liability Company

A. Articles of organization to determine its legal existence, the names of the original member, whether business is to be carried on by the members or manage or managers, and for any limitations that may affect the transaction to be insured or the acts of the persons to bind the company;

B. If management is in its members, then a copy of the current list of the names;

C. The company's current agreement including all amendments if the company adopted one, for regulations and the management of it affairs with a verified statement that the operating agreement is a true and correct copy of the agreement now in effect.

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SCHEDULE B

(Continued)

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
 - 1. Rights or claims of parties in possession not shown by the Public Records.
 - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - 3. Easements, or claims of easements, not shown by the Public Records.
 - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) of (c) are shown by Public Records.
 - 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
 - 7. General Taxes and Assessments, which are a lien, for the year 2020, of which the 1st installment is due December 21 of the tax year and the 2nd installment is due June 21 of the subsequent year (amounts do not include penalty and interest if delinquent) :
Total: \$1,796.65, paid
Parcel No.: 0636031043ZZ
AIN No.: 147451
 - 8. General taxes for the year 2021, which are a lien, not yet due or payable.

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SCHEDULE B

(Continued)

9. Special Assessments, if any, for the City of Post Falls.
10. Assessments of Ross Point Water District.
11. Restrictions, conditions, dedications, notes, easements and provisions delineated and / or described on the plat recorded in Book C of Plats at Page 78, as Post Falls Irrigated Tracts, Kootenai County, Idaho.
12. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Kootenai Electric Cooperative, Inc.
Purpose: public utilities
Recorded: April 3, 1991
Instrument No.:1213500, records of Kootenai County, Idaho.

[1213500](#)
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Kootenai Electric Cooperative, Inc.
Purpose: public utilities
Recorded: April 3, 1991
Instrument No.:1213501, records of Kootenai County, Idaho.

[1213501](#)
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Kootenai Electric Cooperative, Inc.
Purpose: public utilities
Recorded: September 14, 1993
Instrument No.:1320188, records of Kootenai County, Idaho.

[1320188](#)
15. Road Maintenance Agreement by Gary R. Ballard and , recorded December 6, 1993 as
Instrument No. 1331855, records of Kootenai County, Idaho.

[1331855](#)
16. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Washington Water Power Company

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SCHEDULE B

(Continued)

Purpose: public utilities

Recorded: January 5, 1996

Instrument No.:1428972, records of Kootenai County, Idaho.

[1428972](#)

17. Road Maintenance Agreement by and between Gary R. Ballard and Franciosa S. Ballard, recorded October 29, 2002 as Instrument No. 1760455, records of Kootenai County, Idaho.

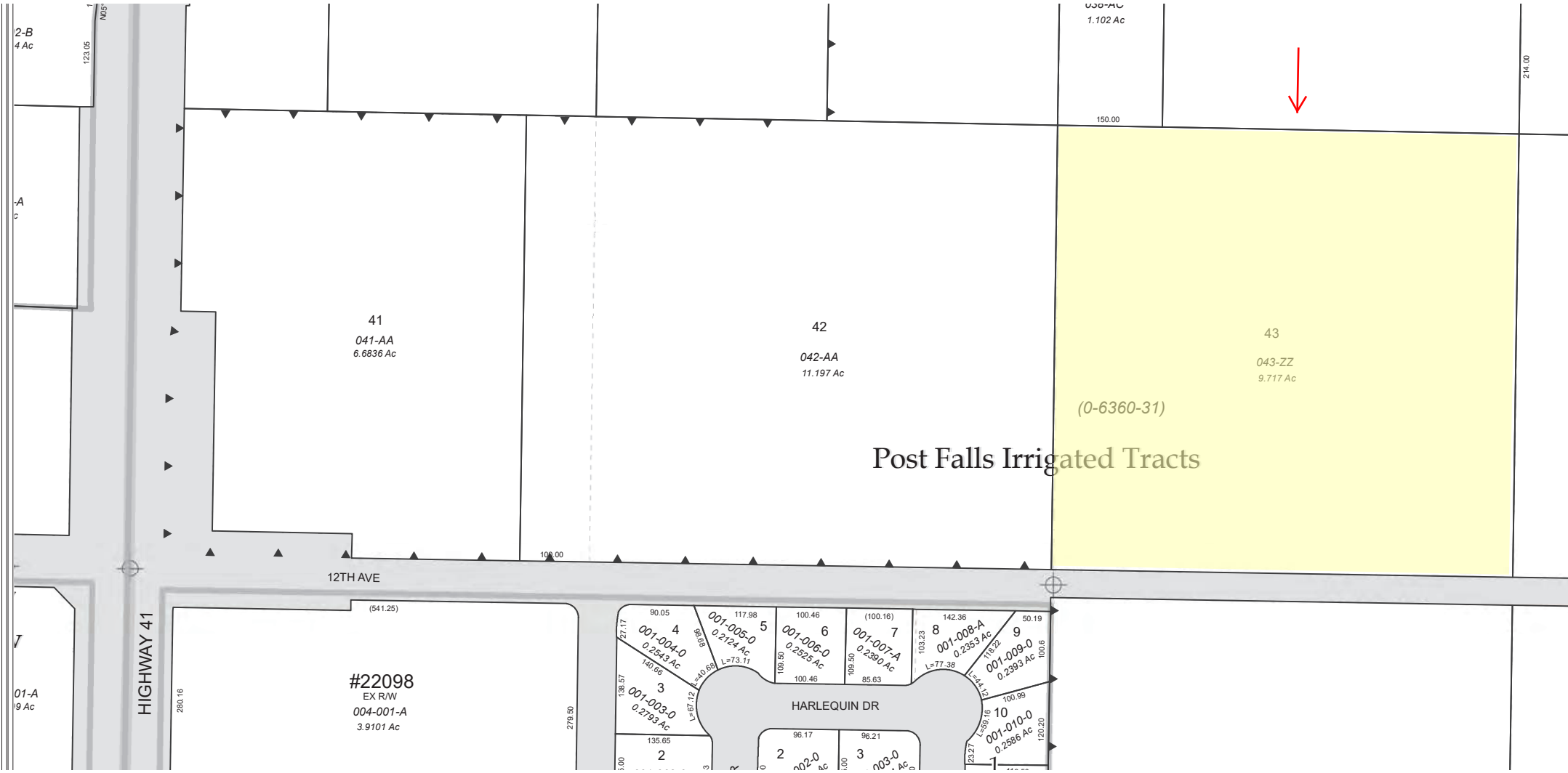
[1760455](#)

END OF SCHEDULE B

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2-B
4 Ac

-A
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01-A
19 Ac

030-AL
1.102 Ac

41
041-AA
6.6836 Ac

42
042-AA
11.197 Ac

43
043-ZZ
9.717 Ac

(0-6360-31)

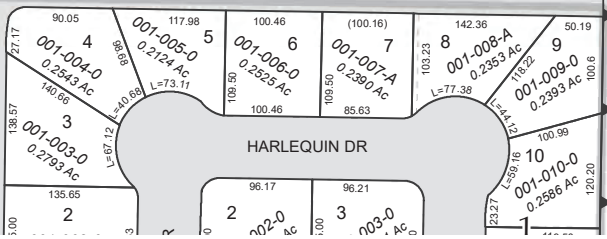
Post Falls Irrigated Tracts

12TH AVE

HIGHWAY 41

#22098
EX RW
004-001-A
3.9101 Ac

HARLEQUIN DR



OPERATING AGREEMENT
OF
V S DEVELOPMENT, LLC
a Nevada limited liability company

This Operating Agreement (this “Agreement”) of V S Development, LLC, a Nevada limited liability company (the “Company”), is made, adopted and entered into in Las Vegas, Nevada, as of January 26, 2022 (the “Effective Date”), by and between Eagle Crest Land, LLC, an Idaho limited liability company (“Eagle Crest”) and Woodhaven Holdings, LLC, an Idaho limited liability company (“Woodhaven”) with reference to the recitals set forth below.

RECITALS

A. On October 27, 2021, the Company was organized by filing the Articles (as defined below) under the Act (as defined below) in the office of the Nevada Secretary of State.

B. As of the Effective Date, the Members (as defined below) desire to set forth and adopt the Agreement of the Company to provide for the conduct of the Company’s business and affairs on and after the Effective Date.

NOW, THEREFORE, the Members hereby agree to and adopt the following:

ARTICLE I
DEFINITIONS

1.1 Defined Terms. The following capitalized terms used in this Agreement shall have the following meanings:

“Act” means Chapter 86 of the Nevada Revised Statutes.

“Affiliate” means with respect to a specified Person, any other Person who or which is (a) directly or indirectly controlling, controlled by or under common control with the specified Person, or (b) any member, stockholder, director, officer, manager, or comparable principal of, or relative or spouse of, the specified Person. For purposes of this definition, “control,” “controlling” and “controlled” mean the right to exercise, directly or indirectly, more than fifty percent of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

“Agreement” shall have the meaning set forth in the introductory paragraph.

“Articles” means the Articles of Organization of the Company as filed with the office of the Nevada Secretary of State.

“NRS” means the Nevada Revised Statutes.

“Capital Contribution” means a contribution to the capital of the Company in cash, property, or otherwise.

“Code” means the Internal Revenue Code of 1986 or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

“Company” means V S Development, LLC, a Nevada limited liability company.

“Company Property” means all assets of the Company, including all real and personal property owned or acquired by the Company and any improvements thereto and including both tangible and intangible property.

“Covered Person” means the Members and any other Person designated by the Manager as a Covered Person, or any Person who was, at the time of the act or omission in question, a member of the Company or other Person designated by the Manager as a Covered Person.

“Effective Date” shall have the meaning set forth in the introductory paragraph.

“Interest” means the entire ownership interest of a Member in the Company at any time, including an interest in the capital and profits of the Company and the right of a Member to any and all other benefits to which the Member may be entitled under the Act and this Agreement.

“Majority-in-Interest” means Members holding more than 50% of the Member’s Interest in the Company.

“Manager” means the Manager of the Company as set forth in Section 2.8 below.

“Member” means any Person designated in this Agreement as a Member or any person who becomes a Member under this Agreement. As of the Effective Date, the Member’s name, address and ownership interest are as set forth on Schedule I.

“Person” means a natural person, any form of business or social organization and any other non-governmental legal entity including, but not limited to, a corporation, partnership, association, trust, unincorporated organization, estate or limited liability company.

“Records Office” means an office of the Company in Nevada, which may but need not be a place of its business, at which it shall keep all records identified in NRS 86.241, except that none of the lists required to be maintained pursuant to NRS 86.241 need be maintained in alphabetical order, nor shall the Company be required to maintain at its Records Office copies of powers of attorney except those relating to the execution of the Articles and this Agreement.

“Regulations” means the regulations currently in force from time to time as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code.

“UCC” means the Uniform Commercial Code as enacted and in effect in the State of Nevada and any other applicable state or jurisdiction.

1.2 Terms and Usage Generally. All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument, statute or regulation defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument, statute or regulation as from time to time amended, modified or supplemented, including, without exclusion, (in the case of agreements or instruments) by waiver or consent and (in the case of statutes or regulations) by succession of comparable successor statutes or regulations, and references to all attachments thereto and instruments incorporated therein.

ARTICLE II INTRODUCTORY MATTERS

2.1 Formation. Pursuant to the Act, the Company has been formed as Nevada limited liability company under the laws of the State of Nevada. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company is “V S Development, LLC”. Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Manager deems appropriate or advisable.

2.3 Records Office. The Company shall continuously maintain in the State of Nevada a Records Office. As of the Effective Date, the Records Office is 8720 Kulka Rd., Las Vegas, Nevada 89161. The Records Office may be changed to another location within the State of Nevada as the Manager may from time to time determine.

2.4 Other Offices. The Company may establish and maintain other offices at any time and at any place or places as the Manager may designate or as the business of the Company may require.

2.5 Registered Agent and Registered Office. The registered agent of the Company for service of process shall be the Amen Law, LLC. located at 6835 Escondido St., Las Vegas, Nevada 89119 or as changed by the Manager from time to time.

2.6 Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, to engage in any lawful act or activity for which limited liability companies may be formed under the Act and engage in any and all activities necessary or incidental to the foregoing.

2.7 Powers of the Company. The Company, upon consent of the Members, shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 2.6, including, but not limited to, the power and authority to:

(a) borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on any or all of the assets of the Company;

(b) conduct its business, carry on its operations and have and exercise the powers granted by the Act in any state, territory, district or possession of the United States or in any foreign country;

(c) acquire, by purchase, lease, contribution of property or otherwise, and own, hold, maintain, improve, finance, lease, sell, convey, mortgage, transfer, exchange, demolish or dispose of any real or personal property;

(d) enter into guarantees and incur liabilities, borrow money at such rates of interest as the Company may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage or pledge of all or any part of the Company Property, franchises, and income;

(e) negotiate, enter into, perform, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to contracts of any kind, including, without limitation, contracts with the Members or any Affiliate of the Members or the Company;

(f) purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares, member's interests or other interests in or obligations of domestic or foreign entities, joint ventures or similar associations, general or limited partnerships or natural persons, or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality thereof;

(g) sue and be sued, complain and defend and participate in administrative or other proceedings, in its name;

(h) appoint employees, agents and officers of the Company, and define their duties and fix their compensation;

(i) indemnify any Person and obtain any and all types of insurance;

(j) cease its activities and cancel its insurance;

(k) pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or hold such proceeds against the payment of contingent liabilities; and

(l) make, enter into, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

2.8 Manager. The Manager shall be Eagle Crest Land, LLC.

ARTICLE III
MEMBERSHIP INTEREST AND CAPITAL CONTRIBUTIONS

The membership Interest for each Member is set forth on Schedule I to this Agreement and incorporated by reference. A Member shall be liable to make Capital Contributions as required. The Company may from time to time, require additional Capital Contributions from the Members to support the ongoing operations of the Company (“Subsequent Capital Contributions” or “SCC”). In that event the Manager of the Company shall provide notice to all Members notifying the membership of the total anticipated capital requirements of the Company and the pro-rata amount of such total SCC required from each Member to meet the total SCC required. The SCC for each Member shall be based on the percentage of the Member’s Interest as it bears to all membership Interests of the Company. In the event of a Member’s failure to pay the Member’s SCC in accordance with the Manager’s notice, the non-paying Member shall be deemed to not have elected to participate in the SCC and their level of membership in the Company will be reduced.

ARTICLE IV
PROFITS AND LOSSES

4.1 Profits and Losses. The Company’s profits and losses for any period shall be allocated to the Members on a pro-rata basis based on each Member’s Interest as provided in this Agreement.

4.2 Tax Classification. So long as the Company continues to have more than one Member, it is intended that the Company be treated as a “partnership” for federal and all relevant state income tax purposes, and all available elections shall be made, and all available actions shall be taken, to cause the Company to be so treated. If at any time the Company has only one Member with the right to receive distributions, it is intended that the Company be disregarded for federal and all relevant state income tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes only, as provided for by Regulations Sections 301.7701-1, *et seq.*, and comparable provisions of applicable state tax law.

ARTICLE V
DISTRIBUTIONS

5.1 Operating Distributions. Subject to Article 5.2, the Company shall from time to time distribute to the Members such amounts in cash and other assets as shall be determined by the Manager.

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the NRS or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

ARTICLE VI MEMBERSHIP

6.1 Limitation of Liability. The Members shall not be individually liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by law or in an agreement signed by the Members. The Members shall not be required to loan any funds to the Company, nor shall the Members be required to make any contribution to the Company except as provided herein, nor shall the Members be subject to any liability to the Company or any third party, as a result of any deficit of the Company. However, nothing in this Agreement shall prevent the Members from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Powers of the Manager. Subject to the limitations set forth in Article 2.7 requiring Member consent, the Manager shall have full, exclusive and complete power, authority and discretion to manage, supervise, operate and control the business and affairs of the Company, to make any and all decisions affecting the business and affairs and relating to the day-to-day operations of the Company and to take all such actions and perform all such duties and powers as the Manager deems necessary, appropriate, advisable, convenient or incidental to, or for the furtherance of, the purpose of the Company. The Manager shall be the sole Person with the power to bind the Company except and to the extent that such power is expressly delegated to any other Person by the Manager in this Agreement or in writing or by oral communication, and such delegation shall not cause the Manager to cease to be the Manager. The Manager shall keep the Members informed regarding the status of the development of the Property and all banking activity related thereto.

6.3 Action by the Manager. Unless otherwise required by this Agreement or by law and subject to the limitations of Article 2.7 requiring Member consent, the Manager may take action or give his consent in writing or by oral or electronic communication, and no action need be taken at a formal meeting.

6.4 Tenure of Manager. The Manager shall hold office until removed by a Majority-in-Interest.

6.5 Election of Officers. The Manager may, from time to time, appoint any individuals as officers with such duties, authorities, responsibilities and titles as the Manager may deem appropriate. Such officers shall serve until their successors are duly appointed by the Manager or until their earlier removal or resignation. Any officer appointed by the Manager may be removed at any time, for any reason, by the Manager, subject to the rights, if any, of the respective parties under any contract between the Company and such officer. Any vacancy in any office shall be filled by the Manager. Any officer may resign at any time upon notice to the Manager.

6.6 Execution of Instruments, Deeds and Contracts. Unless otherwise required by law or authorized or directed by the Manager all checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money of the Company, all deeds, mortgages, proxies, powers of attorney and other written contracts, documents, instruments and agreements to which the Company shall be a party, and all assignments or endorsements of stock certificates, registered bonds or other securities owned by the Company may be signed in the name of the Company by the Manager or the Manager's designee. The Manager may authorize the use of the facsimile signatures of any such officer. Any officer or agent of the Company designated by the Manager shall be authorized

to attend, act and vote at any meeting of the owners of any entity in which the Company may own an interest or to take action by written consent in lieu thereof. Such officer or agent at any such meeting or by such written action shall possess and may exercise on behalf of the Company any and all rights and powers incident to the ownership of such interest.

6.7 Transfer of Member's Interest. A Member may transfer or assign the Member's Interest only upon first obtaining written consent from all other Members.

ARTICLE VII
DISSOLUTION OF THE COMPANY AND
TERMINATION OF A MEMBER'S INTEREST

7.1 Dissolution. The Company shall be dissolved upon the unanimous consent of the Members and its affairs wound up as determined by the Manager.

7.2 Resignation. Subject to Section 6.4 and applicable law, the Manager may not resign from the Company before the dissolution and winding up of the Company.

7.3 Distribution on Dissolution and Liquidation. In the event of the dissolution of the Company for any reason (including the Company's liquidation within the meaning of Regulation 1.704-1(b)(2)(ii)(g)), the business of the Company shall be continued to the extent necessary to allow an orderly winding up of its affairs, including the liquidation and termination of the Company pursuant to the provisions of this Section 7.3, as promptly as practicable thereafter, and each of the following shall be accomplished:

- (a) the Manager shall oversee the winding up of the Company's affairs;
- (b) the Company Property shall be liquidated as determined by the Manager, or the Manager may determine not to sell all or any portion of the assets, in which event such assets shall be distributed in kind; and
- (c) the proceeds of sale and all other Company Property shall be applied and distributed as follows and in the following order of priority:
 - (i) to the expenses of liquidation;
 - (ii) to the payment of the debts and liabilities of the Company, including any debts and liabilities owed to the Members;
 - (iii) to the establishment of any reserves that the Manager determines to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company; and
 - (iv) the balance, if any, to the Members proportionally based on the Member's Interest.

ARTICLE VIII
LIABILITY, EXCULPATION AND INDEMNIFICATION

8.1 Exculpation.

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, the Manager or an authorized officer, employee or agent of the Company, except that a Covered Person shall be liable for any such loss, damage or claim if a final adjudication by a court of competent jurisdiction establishes that such Covered Person's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

8.2 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, then, to the fullest extent permitted by applicable law, a Covered Person acting under this Agreement shall not be liable to the Company or the Members for such Covered Person's good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, shall replace such other duties and liabilities of such Covered Person.

8.3 Indemnity. The Company does hereby indemnify and hold harmless any Covered Person to the fullest extent permitted by the Act.

8.4 Determination of Right to Indemnification. Any indemnification under Section 8.3, unless ordered by a court or advanced pursuant to Section 8.5 below, shall be made by the Company only as authorized in the specific case upon a determination by the Manager that indemnification of the Covered Person is proper in the circumstances.

8.5 Advance Payment of Expenses. The expenses of the Members incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Members to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Members are not entitled to be indemnified by the Company. The provisions of this Section do not affect any rights to advancement of expenses to which personnel of the Company other than the Members may be entitled under any contract or otherwise by law.

8.6 Assets of the Company. Any indemnification under this Article VIII shall be satisfied solely out of the assets of the Company. No debt shall be incurred by the Company or the Members in order to provide a source of funds for any indemnity, and the Members shall not have any liability (or any liability to make any additional Capital Contribution) on account thereof.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.1 Ownership Certificates; Legend. The Company may, but is not required to, issue a certificate to the Members to evidence the Member's Interest. If issued, the Members or any officer of the Company authorized by the Members may sign such certificate on behalf of the Company. The Members may deem the Member's Interest a "security" under Section 104.8102(1)(n) of the UCC by affixing a legend so stating to any certificate issued to the Member.

9.2 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager deems reasonable, on behalf of such Persons as the Manager determines, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company.

9.3 Complete Agreement. This Agreement, including any schedules or exhibits hereto, together with the Articles, constitutes the complete and exclusive agreement and understanding of the Members with respect to the subject matter contained herein. This Agreement and the Articles replace and supersede all prior agreements, negotiations, statements, memoranda and understandings, whether written or oral, of the Members.

9.4 Amendments. This Agreement may be amended only by a writing adopted and signed by the Members.

9.5 Applicable Law; Jurisdiction. This Agreement, and the rights and obligations of the Members, shall be interpreted and enforced in accordance with and governed by the laws of the State of Nevada without regard to the conflict laws of that State.

9.6 Interpretation. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions contained herein. With respect to the definitions in Section 1.1 and in the interpretation of this Agreement generally, the singular may be read as the plural, and *vice versa*, the neuter gender as the masculine or feminine, and *vice versa*, and the future tense as the past or present, and *vice versa*, all interchangeably as the context may require in order to fully effectuate the intent of the Members and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof.

9.7 Counterparts and Facsimile or Electronic Copies. Facsimile or electronic copies of this Agreement or any approval or written consent of the Members and facsimile or electronic signatures hereon or thereon shall have the same force and effect as originals.

9.8 Severability. If any provision of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable to any extent, that provision or application thereof shall be deemed severable and the remainder of this Agreement,

and all other applications thereof, shall not be affected, impaired or invalidated thereby, and shall continue in full force and effect to the fullest extent permitted by law.

9.9 Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the Members.

9.10 No Third-Party Beneficiaries. Except as set forth in Article VIII, this Agreement is adopted solely by and for the benefit of the Members and its respective successors and assigns, and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

[Signature appears on the following page.]
[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Members have executed this Agreement as of the Effective Date.

"MEMBERS":

Eagle Crest Land, LLC, an Idaho limited liability company

Woodhaven Holdings, LLC, an Idaho limited liability company

By:  _____

By:  _____

Its: Manager _____

Its: Member _____

SCHEDULE I

Member's Name	Member Address	Member's Interest	Initial Contribution
Eagle Crest Land, LLC	8720 Kulka Rd., Las Vegas, Nevada 89161	80%	\$480,000.00
Woodhaven Holdings, LLC	4826 W Mill River Ct. Coeur D Alene, Idaho 83814	20%	\$120,000.00

RECORDING FEE: \$15.00 DD
Electronically Recorded



Escrow No. W2831TGW

QUITCLAIM DEED

FOR VALUE RECEIVED,

Ryne C. Stoker, Trustee of the Ryne C. Stoker Separate Property Trust, dated April 22, 1999

do(es) hereby convey, release and forever quitclaim unto

Eagle Crest Land, LLC, a Idaho Limited Liability Company

whose current address is: 8720 Kulika Road, Las Vegas, NV. 89161-1111

the following described premises, to-wit:

Parcel #1: Lot 2 in Block A of Findem Subdivision, according to the plat filed in Book G of Plats at Page(s) 399, records of Kootenai County, Idaho

and

Parcel # 2: Lot 1 in Block A of Findem Subdivision, according to the plat filed in Book G of Plats at Page(s) 399, records of Kootenai County, Idaho.

together with their appurtenances and including any and all after acquired title.

Date: April 10th, 2021

The Ryne C. Stoker Separate Property Trust, dated April 22, 1999

By: [Signature] SIGN HERE

STATE OF Nevada)
COUNTY OF Clark) ss.



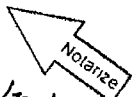
On this 10 day of April, in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

Ryne C. Stoker
known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as Trustee(s) of

The Ryne C. Stoker Separate Property Trust, dated April 22, 1999
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as Trustee(s) of said Trust, and that by his/her/their signature(s) on the foregoing instrument, the Trust executed the instrument and acknowledged the same for the purposes therein contained.

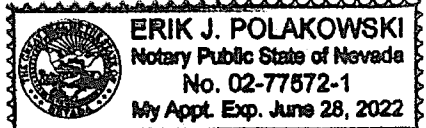
In witness whereof, I hereunto set my hand and official seal.

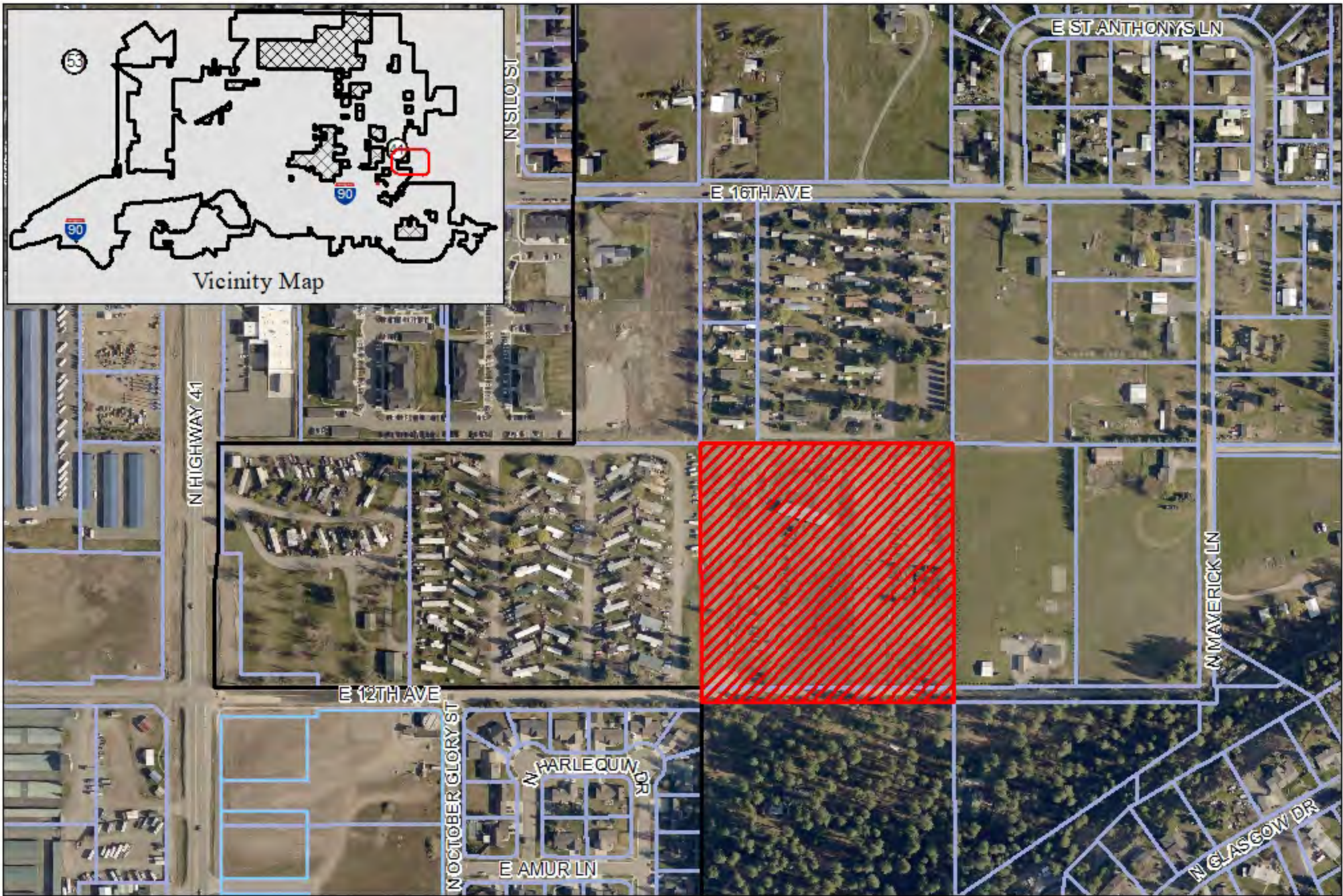
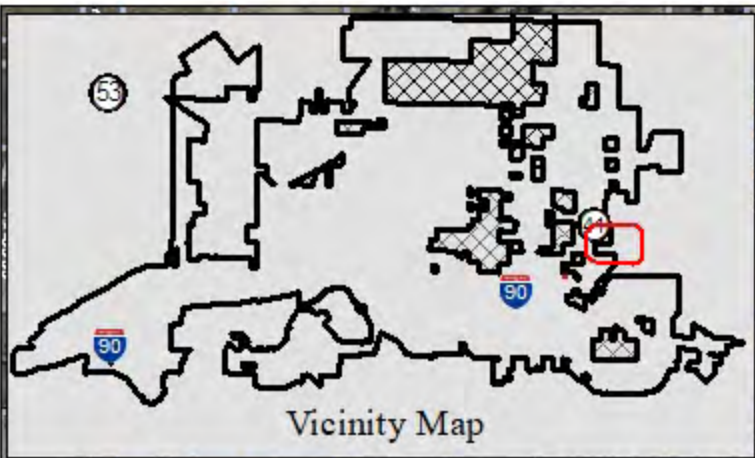
[Signature]
Notary Public in and for said State
Residing at: 5633 Farmcote Way, Las Vegas, NV 89135
Commission Expires: June 28, 2022



Trustee Notary Acknowledgment




ACCOMODATION RECORDING
KOOTENAI COUNTY TITLE COMPANY
has not examined this document,
and assumes no liability as to its
validity or its effects on title.



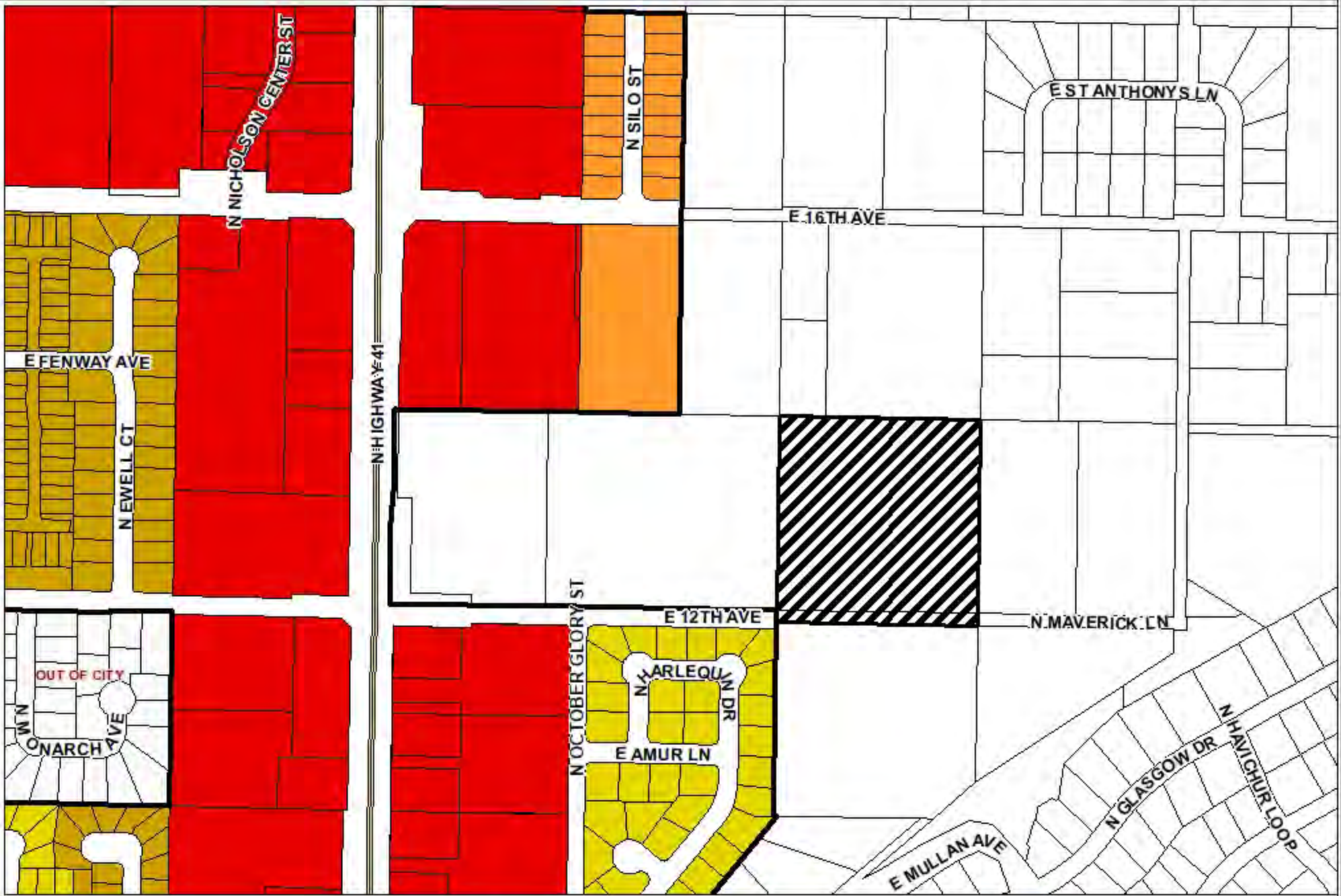


Vicinity Map
 ASHLAR RANCH
 ANNX-0004-2022



-  Subject Site
-  City Boundary
-  Tax Parcels



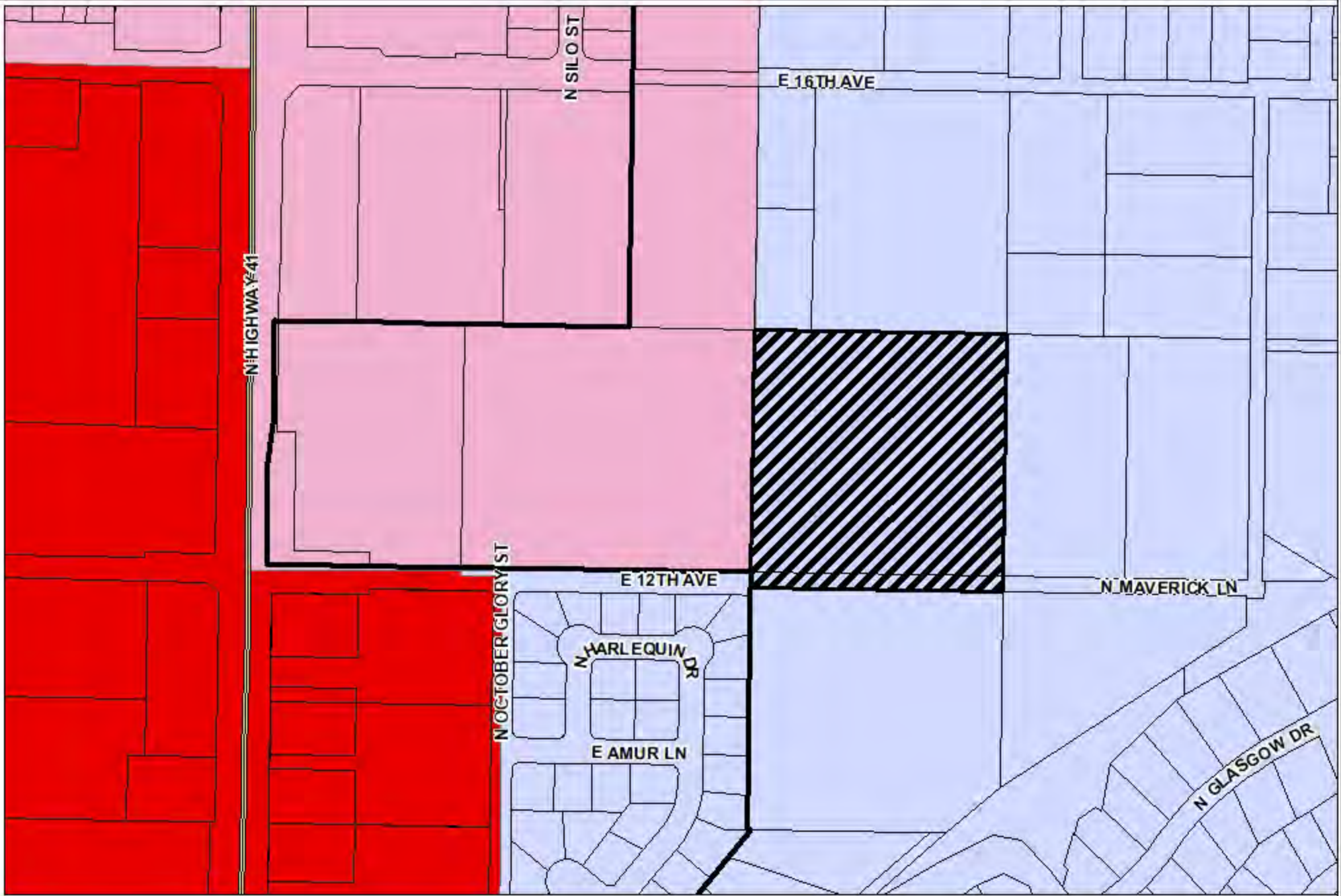


Zoning Map
 ASHLAR RANCH
 ANNX-0004-2022



-  City Boundary
-  Subject Site
-  CCS
-  R-1
-  R-2
-  R-3





Future Land Use Map
 ASHLAR RANCH
 ANNX-0004-2022



-  City Boundary
-  Subject Site
-  Commercial
-  Business/Commercial
-  Transitional



DEVELOPMENT AND ANNEXATION AGREEMENT

Ashler Ranch Annexation

(File No. ANNX-0004-2022)

THIS AGREEMENT is made this 6 day of April, 2022 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 **VS Development LLC**, a Nevada Limited Liability Company organized and existing pursuant to the laws of the State of Nevada, with its principal place of business at **8720 Kulka Rd., Las Vegas, NV 89161**.

WHEREAS, *VS Development LLC*, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes 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 while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. 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 east of Highway 41, north of 12th Avenue, and west of Maverick Lane 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 (including the KMPO Critical Access Corridor Policy).

- 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. 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 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 temporary 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. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to 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 90 days of the date that service is requested by the Owner, the Owner is authorized to provide temporary service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity from the City, the owner will disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not inhibit the expansion, progression, or 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 with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
 - 3.2.2 Sanitary Sewer Surcharges: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as \$2,918.73 per service unit for the 12th Avenue Force Main). Owner agrees to pay the surcharges at the time of building permit issuance for any structures that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.
 - 3.2.3. Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize

excess capacity that existed within the City’s sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a “flow equalization station” to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. The 12th Avenue Force Main must be constructed prior to flows in the Caton Line reaching 2.1 cubic feet per second. Owner agrees that if the 12th Avenue Force main has not been constructed by the time that the capacity trigger is reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been constructed and accepted by the City.

- 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 that sizes for on-site water mains will be determined by the water system agreeing to provide service to the Property. The Owner agrees to provide on-site sewer lines sized in accordance with the City’s Water Reclamation Master Plan – Collections, and to accommodate the projected flows from the Property and from any upstream property with no reimbursement for oversizing.
- 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 execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along 12th Avenue for utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate 20 feet of additional rights-of-way along 12th Avenue, measured from the existing north line of 12th Avenue.
 - 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Zorros Street Avenue for utilities, sidewalks, and storm drainage.
 - 4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate the west 53 feet of the Property as right-of-way for Zorros Street.
- 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.
- 6.15. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section 6.15.

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

VS DEVELOPMENT LLC

By:

Ronald G. Jacobson, Mayor

By:



**Eagle Crest Land, LLC, Manager
Ryne Stoker as Manager of Eagle
Crest Land, LLC**

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO

)

EXHIBIT "A"

ASHLER RANCH ANNEXATION

A PARCEL OF LAND BEING TRACT 43 BLOCK 31 AND THAT PORTION OF THE PLATTED 12TH AVENUE ADJOINING SAID TRACT 43 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP; FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S 00°51'42" W A DISTANCE OF 2642.28 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 31, S 00°51'42" W A DISTANCE OF 1321.14 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 12TH AVENUE, THENCE ALONG SAID CENTER LINE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE INTERSECTION WITH THE EXISTING CITY LIMITS OF POST FALLS AND THE **TRUE POINT OF BEGINNING**;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST N 00°49'07" E A DISTANCE OF 657.24 FEET TO THE PROPOSED CITY LIMITS OF POST FALLS;

THENCE, CONTINUING ALONG THE PROPOSED CITY LIMITS, S 88°54'21" E A DISTANCE OF 661.06 FEET;

THENCE, S 00°48'26" W A DISTANCE OF 675.57 FEET TO THE PLATTED SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;

THENCE, ALONG SAID SOUTH RIGHT OF WAY, N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE EXISTING POST FALLS CITY LIMITS;

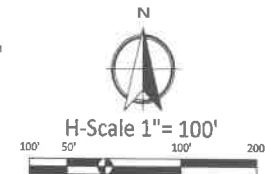
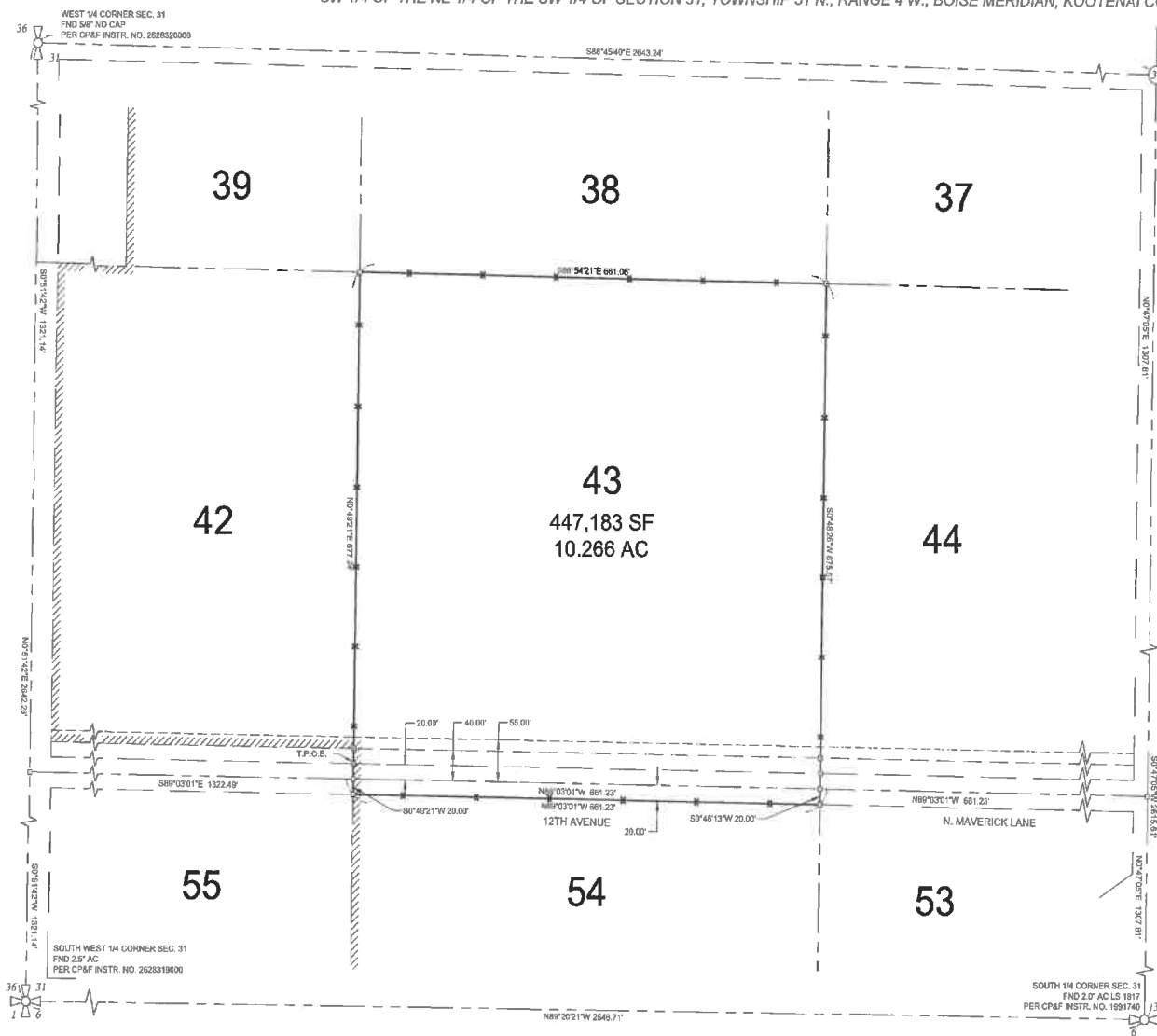
THENCE, ALONG THE EXISTING CITY LIMITS OF POST FALLS, N 00°49'21" E A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 9.962 ACRES, MORE OR LESS.

RECORD OF SURVEY

CITY OF POST FALLS ORDINANCE #
 SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

BOOK PAGE
 INST #



LEGAL DESCRIPTION: EXHIBIT "A"

THAT PART OF THE SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP;
 THENCE ALONG THE CENTER LINE OF HIGHWAY 41, S 02°51'42" W A DISTANCE OF 1321.14 FEET, THENCE ALONG THE CENTER LINE OF 12TH AVENUE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N 00°48'07" E A DISTANCE OF 657.34 FEET;
 THENCE S 89°54'21" E A DISTANCE OF 661.06 FEET;
 THENCE S 00°48'27" W A DISTANCE OF 675.57 FEET TO THE SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;
 THENCE N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE POST FALLS CITY LIMITS;
 THENCE N 00°48'21" E A DISTANCE OF 20.00 FEET ALONG THE POST FALLS CITY LIMITS TO THE TRUE POINT OF BEGINNING.
 CONTAINING 9.882 ACRES, MORE OR LESS.

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY JON A. GORDON P.L.S. 13911, RECORDED IN BOOK 29, OF SURVEYS AT PAGE 408, UNDER INSTRUMENT NO. 2509253000.
 - R-2 ANNEXATION MAP BY MARK W. DUFFNER P.L.S. 9905, RECORDED IN BOOK 21 OF SURVEYS, AT PAGE 385, UNDER INSTRUMENT NO. 174829.
 - R-3 RECORD OF SURVEY BY JAMES W. STILLINGER P.L.S. 5078, RECORDED IN BOOK 14 OF SURVEYS, AT PAGE 14, UNDER INSTRUMENT NO. 1330307.
 - R-4 PLAT OF POST FALLS IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS AT PAGE 80.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011) (EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 0.9992125. A CONVERGENCE ANGLE OF -00°50'54" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

RECORDER'S CERTIFICATE

THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, COUNTY OF KOOTENAI, STATE OF IDAHO, AT THE REQUEST OF JOHNSON SURVEYING
 ON DATE _____ AT _____ O'CLOCK ____ M
 AS INSTRUMENT _____ IN BK _____ OF SURVEYS AT PG. ____
 BY _____
 DEPUTY,
 JIM BRANNON, RECORDER, FEE: _____

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

LEGEND

- N-S 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED
- CENTER SECTION CORNER AS NOTED
- R.O.W. RIGHT-OF-WAY
- T.P.O.B. TRUE POINT OF BEGINNING
- EXISTING POST FALLS CITY LIMITS
- PROPOSED POST FALLS CITY LIMITS

SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367 DATE _____



RECORD OF SURVEY

ANNEXATION ORDINANCE #
 SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 31, T 51 N., R 4 W.,
 BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 12-09-2021 DRAFTED BY: ATM PLOT DATE: DEC. 2021 SHEET 1 OF 1
 FILE NAME: 21-288 SURVEY CHECKED BY: CJJ PROJECT No.: 21-288



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



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

May 20th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Ashlar Ranch Annexation and Subdivision File No. ANNX-0004-2022/SUBD-0004-2022

The Police Department has reviewed the above listed annexation/subdivision request and will remain Neutral on this project. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

May 24, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

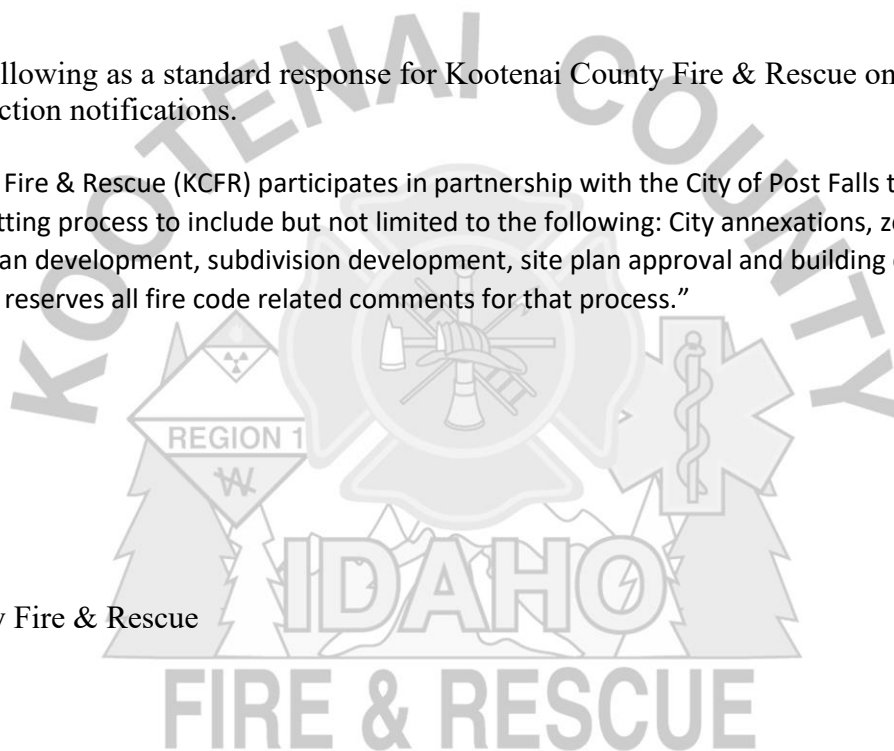
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal



Amber Blanchette

From: shannon@postfallshd.com
Sent: Tuesday, June 7, 2022 6:16 AM
To: Amber Blanchette
Cc: jonie@postfallshd.com
Subject: RE: Ashlar Ranch Annexation and Subdivision File No. ANNX-0004-2022/SUBD-0004-2022

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Post Falls Highway District has no comment.

Thank you,

Shannon Schranck
Post Falls Highway District
5629 E Seltice Way
Post Falls, ID 83854
208-765-3717

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Friday, May 20, 2022 8:35 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <krussell@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <kronro@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfallsidaho.org>; Pat Knight

<pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <prestonh@postfallsidaho.org>; Rob Palus <rpalus@postfallsidaho.org>; Robert Seale <rseale@postfallsidaho.org>; Robin Bekkedahl <robin.bekkedahl@avistacorp.com>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfallsidaho.org>; Shelly Enderud <SEnderud@postfallsidaho.org>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <sherman@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfallsidaho.org>; Thomas Gwin <thomas.gwin@twcable.com>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfallsidaho.org>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Ryan Davis <rldavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Ashlar Ranch Annexation and Subdivision File No. ANNX-0004-2022/SUBD-0004-2022

Good morning,

Attached is the notice to jurisdiction for the named annexation and subdivision for the Planning and Zoning meeting on June 14th. The draft staff report will be posted to the city's website shortly.

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfallsidaho.org



Fear is an illusion, ready to be overcome...



06/06/2022

PUBLIC COMMENT

Ashlar Ranch Annexation & Subdivision

File No. ANNX-4-2022/SUBD-4-2022

Exhibit: 4A

Applicant: Olson Engineering

Location: East of Highway 41 and north of E. 12th Ave

Request: To annex approximately 10 acres with Single-Family Residential R1 and a subdivision request of 27 lots.

Hearing Date: June 14, 2022

Questions list:

Name: Kent & Anne Hayes

Address: 1117 Maverick Lane, Post Falls, ID 83854We

Email: kentanne2000@yahoo.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: In Favor

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: Yes

Comments: We think single story, single family homes are suited for this property.

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

Comments: A formulaic approach to land use planning is precisely why the city of Post Falls is experiencing congestion and infrastructure issues.

3. 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.: Yes

Comments:

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

Comments: Modern land use planning follows a pattern developed in the 50's. Experience shows that when you lump all retail together, all housing together, and all industrial together, you create predictable traffic patterns that lead to congestion. Land use planning needs to adapt to modern ways that people live.

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: Yes

Comments:

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: Yes

Comments:

Subdivision

Please Provide Your Position on the Proposed Subdivision: In Favor

1. Has the subdivision made definite provisions for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed?: Yes

Comments:

2. Have adequate provisions been made for a public sewage system and can the existing municipal system accommodate the proposed sewer flows?: Yes

Comments:

3. Are the proposed streets consistent with the transportation element of the comprehensive plan?: Yes

Comments:

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?: Yes

Comments:

5. Is the area proposed for subdivision zoned for the proposed use and do the proposed uses conform to other requirements found in the City Code?: No

Comments: That question is the purpose of this hearing.

6. Has the developer 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.: Yes

Comments:

~~as to what the zoning should be. Looking at zoning it is surrounded by R3 and high-density in the county; I don't think anything other than R3 would be appropriate. It's too far from the highway corridor for commercial.~~

~~Motion to recommend approval to City Council finding R3 meets approval criteria PFMC 18.16.010 and 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be provided to City Council. Kimball~~

~~2nd by: Steffensen~~

~~Vote: Hampe – Yes; Ward – Yes; Davis – Yes; Kimball – Yes; Carey – Yes; Steffensen - Yes~~

~~Moved~~

- B. **Zoning Recommendation** for Ashlar Ranch Annexation and **Review Requested** for Ashlar Ranch Subdivision File No(s). ANNX-0004-2022/SUBD-0004-2022 – Laura Jones, Associate Planner, to present a request for a recommendation to City Council for a zoning designation of Single-Family Residential (R1) upon annexation of approximately 10 acres, Additionally, a subdivision review request of 27 lots. Requested actions for both the annexation and subdivision is to provide a recommendation to City Council for the zoning designation of Single-Family Residential (R1) on approximately ten (10) acres as part of an annexation request into the City of Post Falls. Additionally, an approval to subdivide approximately ten (10) acres into 27 lots contingent on the Planning and Zoning Commissions recommendation of this zoning designation and annexation approval from City Council. The subject property is located east of Highway 41 and north of E. 12th Ave. The current land use is unutilized with an existing storage building with no physical characteristics or natural features that would pose hazardous and is over the Rathdrum Prairie Aquifer. The water would be provided by Ross Point Water District with the sewer provided by the City of Post Falls. The surrounding zoning and land use to the north is Kootenai County multi-family; to the east is Kootenai County single-family; to the south is Kootenai County single-family; to the west is Kootenai County multi-family the southwest is Crimson King Estates R1 subdivision and the to the northwest is the Bel Cielo III Annexation request (R3 multi-family).

Zone Change Review Criteria:

- The Future Land Use Designation is Transitional which is designated to lands suitable for growth and guidance for proposed growth can be located within the Focus Area. The Transitional zone does not have implementing zoning districts so looking at the focus area is East Prairie Slated for relatively intensive residential development; East Prairie is well-positioned to mix development densities to leverage community services and transportation infrastructure.
- G.05 Keep Post Falls' neighborhoods safe, vital, and attractive. G.06 Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives. G.07 Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. G.08 Protect and maintain Post Falls' natural resources including clean air, soils, river, and aquifer, and minimizing light and noise pollution citywide. G.14 Involve the community of Post Falls in all local government planning and decision-making. P.01 Support land use patterns that maintain or enhance community levels of service; foster the long-term fiscal health of the community; maintain and enhance resident quality of life; promote compatible, well-designed development; implement

goals and policies of the comprehensive plan, related master plan and/or facility plans. P.02 Apply or revise zoning designations with careful consideration of factors including Future land use mapping; compatibility with surrounding land uses; infrastructure and services plans; existing and future traffic patterns; goals and policies of the comprehensive plan, related master plan and/or facility plans. The City of Post Falls will provide water reclamation services and has the capacity and willingness to serve the site. Water will be provided by Ross Point Water District they proved a will serve letter. P.15 Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes, and abilities through provision of diverse housing types and price levels. P-24 Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities. P.27 Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

- Over the Rathdrum Prairie Aquifer
- Highway 41 is a Principal Arterial; E. 12th Ave. Minor Collector; Zorros Rd is a Minor Collector; the proposed development should not adversely impact the existing transportation network.

Manley – Policy 24 and 27 are just an example of how our Transportation and Master Plans play a role with development, when a development comes forward, we look at our policies and they can help reinforce and get the backbone road system to improve safety and connectivity long term. So, once again like she said when you see the subdivision, you'll see that north south connection when Bel Cielo develops as well. This is how two different developments end up meeting our Master Plans.

- This property is further than .25 miles from Highway 41 so it is getting in that area where lower density residential might be more appropriate and further away from the higher intense urban activity area.
- Not applicable

The proposed subdivision plan is 27 single-family residential (R1) lots with a north/south connection of Zorros Rd. and an east/west connection of Davin Dr. and with E. 12th Ave. frontage improvements required.

Subdivision Review Criteria:

- Water will be provided by Ross Point Water District and a will serve letter has been provided.
- The City of Post Falls has adequate capacity to provide service to the subdivision as proposed and it is in conformance with the City's Water Reclamation Master Plan.
- The subdivision should not have a negative impact on the local transportation system. The proposed layout accommodates future connectivity.
- The site is located over the Rathdrum Prairie Aquifer. There are no known soil or topographical conditions which have been identified as presenting hazards.
- The subdivision approval is contingent on annexation approval from City Council; the subdivision and proposed lots conform to the requirements of Title 17 (Subdivisions) and Title 18 (Zoning).
- Impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, and water reclamation facilities.

All agencies have been notified with the Police Department responding as neutral, Kootenai County Fire & Rescue reserving comments for the permitting process and the Post Falls Highway District with no comment.

Hampe – So, they will be coming in and out from 12th St?

Jones – Yes.

Hampe – Only 12th St. there is no other.

Jones – Correct.

Applicant – Jeramie Terzulli, Olson Engineering – This request is consistent with the Future Land Use Map, as it shows we are in the Transitional are. Unannexed, unincorporated into the city yet but it is contiguous. East Prairie Focus Area “This area constitutes Post Falls' easternmost edge. It immediately abuts land forecast for inclusion in Coeur d'Alene and is slated for relatively intensive residential development. ““Support development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails.” Between the Bel Cielo and this project, a connectivity will be created which shows how good your staff is at holding the development community to these master transportation plans and not just letting the developers come in and do whatever they want. We tried a couple of times with the subdivision layout and Mr. Palus pointed out that the master transportation plan cites a quarter mile backage road in there and we had to incorporate it into our plan. We have pedestrian connectivity along Crimson King that leads to Highway 41 which will be a controlled intersection with pedestrian crosswalks with the continued multi-use path as more development happens along Highway 41. The pedestrian connection also is and will be extended to the west of Highway 41 and the pedestrian connection moves south across Seltice to the Centennial Trail as well. Zorros will continue to the north and have that complete connection as more development comes in, as staff stated this is the quarter mile backage road. It is to alleviate and give people the ability to funnel onto the major corridors and so people are not log jamming at different intersections. When you look at Bel Cielo and reserving property to the east of it for the future connectivity; we've designed Zorros Rd. in conjunction with the existing Zorros; which gives us a couple of pieces to the puzzle and will eventually create the connectivity for a true networked road and street system. The Comprehensive Plan has a plethora of goals and policies, and are very well written however, there is a disclaimer in the beginning of this appendix that summarizes all the goals and policies found throughout the 100 plus pages of it and states that goals and policies are numbered sequentially. That number doesn't indicate any city priorities or relative importance and I find that to be a disservice to this Commission and to the Council as how do you enact policy if you don't rank order of the goals. So, I took the liberty of pulling the goals and policies that continue to be brought up in every meeting as they have organically ranked order themselves through these discussions. Housing, traffic, and taxes and what are we going to with all the people moving here. I don't mean to oversimplify it I really think that is what this boils down to. How do we not become California, lets just lean into it as it always comes up in every discussion? But we need to be honest about what that actually means and what that could potentially look like, Kootenai County, from the census, in 1990 the population was about 65,000 current population plus or minus is 160,000 and the projected growth 10 years 227,000 and 20-year growth will be about 304,000. The current population of Orange County California is 3.2 million and current population of Ada County in Boise is 470,000. The point I'm trying to make is I don't know if we're looking at it and having an

honest discussion if others keep saying it is going to turn into the place I just left. That isn't honest as it took us 30 years to get from 65,000 to 162,000 and the projections are for us to double again in 20 years and if we doubled in 15 years instead, we would still be looking at 65% of the population of the Boise area. Anyone that has spent time in Boise can still contend that there are features of Boise that give it a small-town aesthetic. I don't believe anyone that spends time down there thinks that they are in some place in southern California. I can stand on Canfield Mountain and look out over the Valley Floor and anticipate a 30% growth and I'm not appalled by it. I understand some might be, but I thought we needed to talk real numbers if this was going to be an honest conversation. So, increasing housing stock is going to help stabilize prices that's just a supply and demand thing if we can create a range of housing products that come to the market it creates a more sustainable mix and it's just going to help that imbalance. I believe we can handle the growth if we continue to work with staff and implement these policies effectively especially the transportation plan that diversity of housing products will also help stabilize the tax base. I have talked about traffic allot the Transportation Master Plan will create this networking of streets that will be helpful and will help funnel traffic appropriately. Impact fees are going to be collected to help fund these Capital Improvement Projects in addition to the developer building what they need to in front of their development. The 41 improvements have been designed to accommodate this type of growth to the east they weren't just planning for what currently exists. Even with an extra hundred thousand people here we and still feel like a small town. Stable growth is going to provide an opportunity for additional industries for additional services and for additional growth in the commercial sector. Which creates long-term fiscal health of the community. Kootenai County is still ridiculously low in their tax levy rates North Idaho in general based on State average and National averages in the market demand. The market demand is what increases that fair market value which is what's showing up in our new tax assessed value as those prices stabilize and come down that's what the fair market value should show and that's what our tax assessment should show. The R1 zoning designation appropriate when considering the streets and the traffic patterns again we talked about connectivity in the Master Plan we've got this tiered development shown and we've talked a lot about high intensity on the major corridor. Commercial, and multi-family components and when looking towards the west it goes down to the traditional single family and we are adjacent to some single-family. We should anticipate as this develops to the east that that pattern will continue to lesser dense residential. We are proposing larger lots, shop lots and help absorb some of the transplanted buyers. Again, Ross Point Water District we have the will serve and the City is going to provide the sewer and has the ability to do so. All other criteria I the subdivision have been met if R1 zoning designation is what is implemented. We won't be asking for any variances we're working closely with the city on their master transportation plan there is no topographical issues. All the conditions have been reviewed and we have no exception to those.

Testimony:

In Favor – Jeremy Voeller, 3844 Pasture View – I am here as part of the ownership of Ashlar Ranch and am available for questions if needed. We will be building similar product to that on McGuire and Grange if that is approved.

Samantha Steigleder, Knob Creek – I am in favor of this R1, looks like you could put more units on it if desired based on the zoning. As a resident of Post Falls and talking about being like California I was born and raised so let's talk about it. They had a law for many years, I think its over now, it protected taxes from rising too quickly on their properties so you couldn't go from one year to the next and have increased value like we're seeing in Idaho. When people move from California to here and say they don't want it to be like California, they are not talking about Orange County. Very wealthy people live there they are talking about other counties in California like the middle of California Tulare, Kings, San Joaquin, etc. those counties that have been overrun with drugs and lots of other terrible things. So, when we're seeing different types of housing being put in, I won't say it because I know I am not allowed to, just understand that we came from a place with lots of that and that's what we saw and that's what we grew up with and that's what man of the people that we knew were drug into. So, we are not talking about Orange County, the Bay area or any other place where normal people on normal incomes live and this is what happens. We keep increasing the supply however, the prices are not dropping that is the idea of supply and demand, so I am not sure of the point. Do we expect the supply to exceed the demand and have the prices go down I just don't think this something that is attainable? Instead of asking about the percentages of R1, R2, and R3 can't we look into as units so we can actually talk about the number of people living in Post Falls that are either living in an apartment complex or twin homes or condos or R1 because that's really what we're talking about. Do we really want to have half of Post Falls be apartment complexes and half be R1, I don't think so I don't think they are comparable numbers? Anyway, I think this project is going to be beautiful.

Neutral

In Opposition

Rebuttal – Jeramie Terzulli – These are going to be nearly double the minimum lot size required in the R1 zoning. It is a deliberate attempt to put in larger lots with the ability to put a shop. They could have gone denser and jammed some more units in there they have been by right and the R1 zoning designation as we pointed out 6500 square feet minimum. The reason I brought up the population and the reason for the distillation exercise because those are the issues that keep coming up. I wanted to point out that even the most liberal projections of population put us in an area that I believe is very sustainable and I believe can directly align with the Comprehensive Plans goal to keep Post Falls to maintain a small town feel and aesthetic in Post Falls. I believe it is possible while brining in this growth. I think people are moving to places that better align with their core values and so we're seeing this natural shifting of people that want to be governed in more liberal states are gravitating there or choosing not to leave there and people that have had enough are moving. I think we need to weather the storm see how this al fits. I have had conversations with people that moved here after hearings such as this one and they express why they've moved and it's in essence a pollical reason. One woman I spoke to was released from the San Francisco Police Department because she refused to get vaccinated, and I think we are seeing more and more of this. So, I think people that are moving here need to have that honest discussion with those that have lived her for decades and those that worked in the construction industry in the 90's at \$6 an hour and those that were in 2007-2008 when the bottom dropped out. Have a more honest discussion with the developers and engineers that lived through times when 15 or 20 building permits per year were being requested in the city. There wasn't a ton of work in

those times, and we muscled through it. Now there is development to be had and people are expanding their companies. Diversity of housing product is coming to the market I believe is a key component to what we have right now. The tax issue, I ran out of time looking at this and I was hoping maybe the City Attorney could tell me, but I believe we have a cap on that. Our Assessed values doubled the tax bill can only go up 3% annually regardless of the assessed tax value. Is that correct?

Herrington – Yeah, so cities in Idaho can only take a 3% increase in taxes in any given year. The city has the ability to set aside a foregone amount of taxes that we could also take as well, the city has not taken a tax increase in the years that I've been here and before, so I don't know when the city's last tax increase was. I think the city took a partial tax increase when the city got rid of the street light fees.

Kimball – Is that the tax levy rate taxes can't increase the rate, I think is the 3%.

Herrington – Correct, we can't increase the levy rate.

Terzulli – It is my understanding that there's a cap, just because our property assessed value, which is a state law that it must be within 90-110% of fair market value, but they cannot increase our tax bill to reflect twice the property value they can only incrementally increase what we will pay in taxes. That was the point I was trying to make was if we can help stabilize some of this pricing perhaps or assessed value can better reflect fair market value that maybe we'll come back down to the stratosphere and therefore the tax consequence won't be so severe.

Comments:

Zoning Recommendation Review Criteria:

1. Amendments to the zoning map should be in accordance with the Future Land Use Map.

Kimball – Transitional and R1 is an implementing zone.

2. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.

Steffensen – The one thing that jumped out was being able to extend the infrastructure to the city as development grows in that area.

Kimball – That is an under appreciated part of the Comprehensive Plan how the development of the little pieces come together eventually. That doesn't come out of the taxpayer's fund to build so it is important to recognize.

3. 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.

Carey – It flows along from commercial to multi-family high-density and then now to a lower density which is what our plans are.

Kimball – One of the things that wasn't brought up is this is the third time we have see this. The first was multi-family the second was R2 and now the R1. Not too many are opposing this request and prior to there was a lot that came out in opposition. The traffic patterns, they will pave 12th extend the pavement to Highway 41 and the 41 improvements are in process.

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

Not Applicable

5. 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.
Kimball – We are moving further away from the Highway 41 Corridor and being tucked up against the hillside. This area lends itself to more residential single-family character.
6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.
Not Applicable

Annexation Motion

Motion to recommend approval to City Council finding R1 meets the approval criteria PFMC 18.16.010 and 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be provided to City Council Hampe

2nd by: Carey

Vote: Steffensen – Yes; Carey – Yes; Kimball – Yes; Davis – Yes; Ward – Yes; Hampe - Yes

Moved

Subdivision Review Criteria:

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.
Kimball – The will serve letter from Ross Point Water takes care of this.
2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.
Carey – City sewer with adequate capacity.
3. Proposed streets are consistent with the transportation element of the comprehensive plan.
Kimball – Zorros and 12th are the major components and then the local streets also meet those requirements.
4. 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.
Nothing was identified by anyone
5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.
Kimball – Assuming the R1 zoning, it meets the lot size and the bulk and placement table found in the R1 zone.
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.
Kimball – Not only are they building 1200 feet of a collector street they are also going to get the opportunity to pay impact fees.

Subdivision Motion

Motion to approve finding consistent with the Comprehensive Plan and adopting the findings, conclusions, and conditions 1-9 contained in the staff report with the requested zoning designation of R1 - Carey
2nd by: Steffensen
Vote: Hampe – Yes; Ward – Yes; Davis – Yes; Kimball – Yes; Carey – Yes; Steffensen - Yes
Moved

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

Davis – A reminder workshop on the 22nd hope to see you all there.

7. ADJOURNMENT 7:05PM

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: Ryan Davis Vice Chair: Ray Kimball
Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, James Steffensen, Kevin Ward

Date: 6/29/22

Chair: 

Attest: 

**Ashlar Ranch Annexation
File No. ANNX-0004-2022
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Olson Engineering

LOCATION: Generally located on the east of Highway 41 and north of E. 12th Ave.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 4.84 acres. As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Exhibit Map – Ordinance
5. A-5 Dedication Legal
6. A-6 Dedication Exhibit Map
7. A-9 Auth Letter
8. A-10 Title Report
9. A-12 VS Development Operating Agreement
10. A-13 Quit Claim Deed
11. S-1 Vicinity Map
12. S-2 Zoning Map
13. S-3 Future Land Use Map
14. S-4 Signed Annexation Development Agreement
15. PA-1 PFPD Comments
16. PA-2 KCFR Comments
17. PA-3 PFHD Comments
18. PC-1 Hayes Comments
19. PZ Staff Report
20. Testimony at the June 14, 2022, Planning and Zoning Commission (“Commission”) hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter “Commission”) at the June 14, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 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 Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission’s recommendation on zoning to the City Council.

Laura Jones, Associate Planner

Ms. Jones presented the staff report. She testified that the applicant was seeking a recommendation for an initial zoning designation of Single Family Residential (R-1) zoning on approximately ten (10)

acres upon the annexation into the city of Post Falls. She explained that the general location is east of Highway 41 and north of E. 12th Ave.

Ms. Jones testified that the current land use is unutilized with an existing storage building and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. She testified that the water will be provided by the Ross Point Water District and the city of Post Falls will provide wastewater services.

Ms. Jones testified regarding the surrounding uses, explaining that to the north and west is county properties zoned high-density residential with mobile homes, to the east and south there are single-family residential homes in Kootenai. She noted that to the southwest is where we have continuity to city property, which is Crimson King Estates an R-1 subdivision. She testified that to the northwest is the Bel Cielo III annexation and apartments.

Ms. Jones stated that the Future Land Use Map designates the area as transitional. She submitted that the transitional designation is given to lands suitable for growth. She testified that the transitional zone does not have implementing zoning districts and guidance for transitional areas can be found within the associated Focus Area in the Comprehensive Plan. She explained that this area is within the East Prairie focus area, which is slated for relatively intense residential development and is well-positioned to mix development densities to leverage community services and transportation infrastructure.

Ms. Jones testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal five, six, seven, eight, and fourteen to possibly be relevant and applicable goals. She testified that policies one and two may be appropriate for consideration by the Commission. Ms. Jones explained that in support of policy two, looking at the infrastructure, the city of Post Falls will provide water reclamation and Ross Point will provide water. She indicated that policies fifteen, twenty-four, and twenty-seven may also be applicable.

Ms. Jones testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. She stated that the site is over the Rathdrum Prairie Aquifer.

Ms. Jones testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. She explained that the site is located along higher classified roadways of E 12th Ave. and Zorros Rd, which are minor collectors, and is close to Highway 41, a principal arterial and should not adversely impact the existing transportation network.

Ms. Jones testified that 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. She illustrated that the site is further than ¼ mile away from the higher intense urban activity area of Highway 41 so it is getting into an area where lower density residential may be appropriate.

Ms. Jones testified that the last criteria is inapplicable as there is not a request for industrial zoning nor are they located near any other industrial properties.

Jeramie Terzulli, Olson Engineering, Applicant

Mr. Terzulli testified that this request is consistent with the Future Land Use Map, as it shows we are in the Transitional area. He explained that the East Prairie Focus Area constitutes Post Falls' easternmost edge and it immediately abuts land forecast for inclusion in Coeur d'Alene and is slated for relatively intensive residential development. He stated that it supports development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails.

Mr. Terzulli testified that between this project and Bel Cielo connectivity will be created which shows how good your staff is at holding the development community to these master transportation plans

and not just letting the developers come in and do whatever they want. He noted that we tried a couple of times with the subdivision layout and Mr. Palus pointed out that the master transportation plan cites a quarter mile backage road in there and we had to incorporate it into our plan. He stated that they have pedestrian connectivity along Crimson King that leads to Highway 41 which will be a controlled intersection with pedestrian crosswalks with the continued multi-use path as more development happens along Highway 41. He asserted that the pedestrian connection also is and will be extended to the west of Highway 41 and the pedestrian connection moves south across Seltice to the Centennial Trail as well.

Mr. Terzulli testified that Zorros will continue to the north and have that complete connection as more development comes in, as staff stated, this is the quarter mile backage road. He explained that this is to alleviate and give people the ability to funnel onto the major corridors and so people are not log jamming at different intersections. He affirmed that when you look at Bel Cielo and reserving property to the east of it for the future connectivity; they have designed Zorros Rd. in conjunction with the existing Zorros; which gives us a couple of pieces to the puzzle and will eventually create the connectivity for a true networked road and street system.

Mr. Terzulli testified that the Comprehensive Plan has a plethora of goals and policies, and are very well written however, there is a disclaimer in the beginning of this appendix that summarizes all the goals and policies found throughout the 100 plus pages of it and states that goals and policies are numbered sequentially. He noted that the number does not indicate any city priorities or relative importance and I find that to be a disservice to this Commission and to the Council as how do you enact policy if you don't rank order of the goals. So, he went on that he took the liberty of pulling the goals and policies that continue to be brought up in every meeting as they have organically ranked order themselves through these discussions. He explained that housing, traffic, and taxes and what are we going to with all the people moving here is what this all boils down to.

Mr. Terzulli explained what Kootenai County could potentially look like, from the census, in 1990 the population was about 65,000 current population plus or minus is 160,000 and the projected growth 10 years 227,000 and 20-year growth will be about 304,000. He noted that the current population of Orange County California is 3.2 million and current population of Ada County in Boise is 470,000. He testified that it took us 30 years to get from 65,000 to 162,000 and the projections are for us to double again in 20 years and if we doubled in 15 years instead, we would still be looking at 65% of the population of the Boise area. He went on to state that anyone that has spent time in Boise can still contend that there are features of Boise that give it a small-town aesthetic and he does not believe anyone that spends time down there thinks that they are in some place in southern California.

Mr. Terzulli testified that he could stand on Canfield Mountain and look out over the Valley Floor and anticipate a 30% growth and he is not appalled by it. He understands some might be, but he thought we needed to talk real numbers if this was going to be an honest conversation. So, he explained, increasing housing stock is going to help stabilize prices, which is just a supply and demand. He illustrated that if we can create a range of housing products that come to the market it creates a more sustainable mix and it's just going to help that imbalance. He believes we can handle the growth if we continue to work with staff and implement these policies effectively especially the transportation plan that diversity of housing products will also help stabilize the tax base. He testified that he has talked about traffic a lot about the Transportation Master Plan which will create this networking of streets that will be helpful and will help funnel traffic appropriately.

Mr. Terzulli testified that impact fees are going to be collected to help fund these Capital Improvement Projects in addition to the developer building what they need to in front of their development. He explained that the 41 improvements have been designed to accommodate this type of growth to the east they were not just planning for what currently exists. He asserted that even with an extra hundred thousand people here we will still feel like a small town as stable growth is going to provide an opportunity for additional industries for additional services and for additional growth in the commercial sector. He went on to explain that creates long-term fiscal health of the community.

Mr. Terzulli testified that Kootenai County is still ridiculously low in their tax levy rates in general based on State average and National averages and the market demand. He explained that the market demand is what increases that fair market value which is what's showing up in our new tax assessed value as those prices stabilize and come down that's what the fair market value should show and that's what our tax assessment should show.

Mr. Terzulli testified that the R1 zoning designation appropriate when considering the streets and the traffic patterns and connectivity in the Master Plan, as they have this tiered development shown. He explained that about the high intensity uses on the major corridor, with Commercial, and multi-family components and when looking towards the west it goes down to the traditional single family and we are adjacent to some single-family. He explained that we should anticipate as this develops to the east that that pattern will continue to less dense residential.

Mr. Terzulli testified that they are proposing larger lots, shop lots and help absorb some of the transplant buyers. Again, he noted, Ross Point Water District will service water and the city is going to provide the sewer. He testified that all other criteria for the subdivision have been met if R1 zoning designation is what is implemented. He also noted that they will not be asking for any variances and are working closely with the city on their master transportation plan and there are no topographical issues. He testified that all the proposed conditions have been reviewed and they have no exception to those.

Public Testimony:

The hearing was opened for public testimony.

Jeremy Voeller (Brief Written Comment Read into Record)

Mr. Voeller testified in favor and that he was here as part of the ownership of Ashlar Ranch and was available for questions if needed. He noted that they will be building similar product to that on McGuire and Grange if that is approved.

Samantha Steigleder

Ms. Steigleder testified that she was in favor of this R1, looks like you could put more units on it if desired based on the zoning. She stated that as a resident of Post Falls and talking about being like California, she was born and raised there. California has had a law for many years, that it protected taxes from rising too quickly on their properties so you couldn't go from one year to the next and have increased value like we're seeing in Idaho.

Ms. Steigleder explained that when people move from California to here and say they don't want it to be like California, they are not talking about Orange County, the Bay area, or any other place, where very wealthy people live, they are talking about other counties in California like the middle of California like Tulare, Kings, San Joaquin, etc., stating those communities that have been overrun with drugs and lots of other terrible things. She explained that when she sees different types of housing being put in where normal people on normal incomes live, that is what happens.

Ms. Steigleder testified that we keep increasing the supply however, the prices are not dropping, that is the idea of supply and demand, so she was not sure of the point. She questioned whether we expect the supply to exceed the demand and have the prices go down as she just does not think this something that is attainable. She stated that instead of asking about the percentages of R1, R2, and R3, why cannot we look at units so we can talk about the number of people living in Post Falls that are either living in an apartment complex or twin homes or condos or R1 because that is really what we're talking about. She asked if we really want to have half of Post Falls be in apartment complexes and half be R1, she does not think so, and does not think they are comparable numbers. Anyway, she concluded, she thought this project is going to be beautiful.

Rebuttal

Jeramie Terzulli, Olson Engineering, Applicant

Mr. Terzulli testified that these are going to be nearly double the minimum lot size required in the R1 zoning and is a deliberate attempt to put in larger lots with the ability to put a shop. He noted that they could have gone denser and jammed some more units in there by right as the R1 zoning designation has a 6500 square feet minimum.

Mr. Terzulli explained that the reason he brought up the population and the reason for the distillation exercise because those are the issues that keep coming up. He pointed out that even the most liberal projections of population put us in an area that he believes is very sustainable and can directly align with the Comprehensive Plans goal to maintain a small town feel and aesthetic in Post Falls. He stated that it is possible while bringing in this growth. He explained that people are moving to places that better align with their core values and so we are seeing this natural shifting of people that want to be governed in more liberal states are gravitating there or choosing not to leave there and people that have had enough are moving. He noted he has had conversations with people that moved here they express why they've moved and it's in essence a political reason. He explained that one woman he spoke to was released from the San Francisco Police Department because she refused to get vaccinated.

Mr. Terzulli testified that diversity of housing product is coming to the market he believes it is a key component to what we have right now. As to the tax issue, he believes we have a cap on that. He went on to state that just because our property assessed value, which by state law must be within 90-110% of fair market value, increases they cannot increase our tax bill to reflect twice the property value they can only incrementally increase what we will pay in taxes. He simplified the point he was trying to make was if we can help stabilize some of this pricing perhaps or assessed value can better reflect fair market value then maybe we'll come back down to the stratosphere and therefore the tax consequence won't be so severe.

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 criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of Single-Family Residential (R-1) zoning on approximately nine point seven (9.7) acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as transitional within the East Prairie focus area.

The applicable focus area provides that this area constitutes Post Falls' easternmost edge. It immediately abuts land forecast for inclusion in Coeur d' Alene and is slated for relatively intensive residential development. Immediately behind the increasingly busy Highway 41 corridor, East Prairie is well-positioned to mix development densities to leverage community services and transportation infrastructure. East Prairie's development concept anticipates ITD plans to construct a freeway-style corridor on Huetter Road and envisions a robust surface street network with appropriate development orientation to buffer and mitigate impacts of such a corridor.

The southern plateau portion of East Prairie features a golf course development with some of the community's highest value-homes. This area is expected to remain relatively unchanged over this plan's life cycle- a stable single-family neighborhood enjoying a distinctive identity and some of the region's best territorial views.

The following items affirm or guide development of key policies for this area, or suggest future action items for the East Prairie focus area:

- Support development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails;
- Focus growth of higher-density residential uses near higher-classified roadways;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

The Commission finds that this is in a transitional area and the zoning they are requesting is next to other property with similar zoning and is all surrounding uses are residential in nature. The proposal will help support development patterns that are interconnected and places residential uses near higher-classified roadways.

The Commission finds that evidence and testimony demonstrate that the requested R-1 zoning designation is consistent with the guiding principles within the associated focus area and therefore the request is consistent with the Future Land Use Map.

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 Commission finds the requested zone change being consistent with the following goals and policies contained in the comprehensive plan:

Goals:

Goal 5: Keep Post Falls' neighborhoods safe, vital, and attractive.

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active, and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

Goal 6: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.

All cities require functional, resilient transportation networks providing for the flow of people and materials. In assisting with this plan, residents urged improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the city. Residents also recognize the importance of transit services, as well as connectivity to regional ground, rail and air transportation systems.

The Commission notes that this proposal, in conjunction with the other development in the area may help extend the roadways and infrastructure as development occurs in the area.

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 8: Protect and maintain Post Falls' natural resources including clean air, soils, river, and aquifer, and minimizing light and noise pollution citywide.

City livability, health and value are fully dependent on clean, safe, and sustainable natural resources. This goal underscores Post Falls' commitment to maintaining its natural resources as a top priority, recognizing them as essential to the community's survival.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community;

Additional housing may help further long-term fiscal health of the community by provide living accommodations to current and future workforce within the city.

- Maintain and enhance resident quality of life;

Diversified housing options assists with providing quality housing for different sectors of the community.

- Promote compatible, well-designed development;

Development will be required to meet City design standards for the proposed limited commercial and residential uses.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Transportation impacts, and sewer and water capacity are reviewed by city staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be in compliance with the relevant master plan prior to public hearing.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

This is addressed by the first review criterion of this recommendation.

- Compatibility with surrounding land uses;

The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are primarily residential in nature.

- Infrastructure and service plans;

Sanitary Sewer for the location would need to be extended from the property's southwestern boundary corner in 12th Avenue. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance

with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

The property is subject to the Sewer Surcharge for the 12th Avenue Forcemain, as identified within the Development and Annexation Agreement. The 12th Avenue Surcharge is currently \$2,918.73 per service unit.

The property is not subject to any Local Improvement Districts (LID's) or Subsequent User Agreements.

The Ross Point Water District would provide water service.

- Existing and future traffic patterns;

The property is adjacent to 12th Ave., a classified Minor Collector roadway, west of the site, and a local roadway along the project's frontage. The City's Transportation Master Plan identifies a Minor Collector, Zorros St., along the property's western boundary. Zorros Street is part of backage road system identified within the City's Master Plan and the SH41 Corridor Master Plan.

12th Avenue – The appropriate designation of the local roadway along the project's frontage is a Residential Collector. In the future, 12th Ave. will be extended an additional 660 feet before terminating at Maverick Lane.

Zorros St., proposed along the projects western boundary will provide future access to 16th Ave.

Until continuation of 12th Ave. to the east or the extension of Zorros St., traffic from the development will utilize 12th Ave. to access SH41 and / or October Glory to access the Mullan Ave. / SH41 traffic signal.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

The response to this is embedded within the evaluation within this section.

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

This site is currently undeveloped and under-utilized.

Policy 14: Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Idaho State Statutes and City ordinances associated with annexations have been followed.

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.

Annexation with residential zoning could allow for further housing types and price levels.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Additional rights-of-way along E. 12th Avenue and for Zorros Street will be dedicated as part of the annexation agreement.

Policy 27: Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

Multi-use paths and sidewalks will be constructed as part of the development of this site. Existing sidewalk exists at the southeast corner of the property, on the south side of 12th Avenue.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services;
Compliance with associated master plans has been outlined herein and identified in the Development and Annexation Agreements. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.
- Provision of necessary rights-of-way and easements;
Dedication of additional rights-of-way and associated easements have been described as part of the annexation agreement.
- Studies that evaluate environmental and public service factors;
No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.
- Timing that supports orderly development and/or coordinated extension of public services;
As expansion of Highway 41 reaches completion annexation of properties east of the highway will be in line with orderly development. SH41 widening from 12th Ave. to the north is scheduled for late summer 2022.
- Comprehensive plan goals and policies.
The response to this is embedded within the analysis within this section.

Policy 47: On an ongoing basis, work to obtain water rights whenever possible through annexation, acquisition from landowners, or through application.

All water rights associated with the site will be relinquished to Ross Point Water District as part of the annexation agreement.

Policy 71: Promote the planting and protection of trees citywide, helping;

- Beautify and enhance community value;
- Provide shade and comfort;

- Affirm the city's association with the outdoors and its historic origins;
- Provide wildlife habitat.

Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required. Additionally, street trees, one per lot per frontage will be required with the associated residential subdivision.

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

All development associated with this proposal will be connected to municipal wastewater systems will not utilize a septic system.

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 Commission finds that the proposed initial zone area is adjacent to Minor Collectors (12th Ave. and Zorros St.) which are designed to accommodate traffic volumes of 2,000 - 6,000 vehicles per day. In 2035 the projected volumes along these sections of roadway are approximately:

- 12th Avenue (Minor Collector west of site) - 1,200 vehicles per day
- 12th Avenue (Residential Collector along sites frontage) – 500 vehicles per day
- Zorros Street (Minor Collector) – 780 vehicles per day.

The property is adjacent to 12th Ave., a classified Minor Collector roadway, west of the site, and a local roadway along the project's frontage. The City's Transportation Master Plan identifies a Minor Collector, Zorros St., along the property's western boundary. Zorros Street is part of backage road system identified within the City's Master Plan and the SH41 Corridor Master Plan.

- 12th Avenue – The appropriate designation of the local roadway along the project's frontage is a Residential Collector. In the future, 12th Ave. will be extended an additional 660 feet before terminating at Maverick Lane.
- Zorros St., proposed along the projects western boundary will provide future access to 16th Ave.
- Until continuation of 12th Ave. to the east or the extension of Zorros St., traffic from the development will utilize 12th Ave. to access SH41 and / or October Glory to access the Mullan Ave. / SH41 traffic signal.

The Commission finds that the requested zoning is in conformance with the anticipated land uses and trip generations within the City's Transportation Master Plan. The Zoning is not anticipated to have any negative impacts to the City's transportation network that are not previously identified as being mitigated thru collection of Transportation Impact Fees.

Water and Sanitary Sewer:

The Commission finds:

Water: Water service is provided by Ross Point Water District.

Sanitary Sewer: Sanitary sewer currently exists at the southwestern boundary in 12th Ave. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Water Reclamation Master Plan – Collections. Current capacity of the

City's Water Reclamation System is not a guarantee of future service.

The property is subject to a Sewer Surcharge for the 12th Avenue Forcemain, as previously referenced.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

Compatibility with Existing Development and Future Uses:

The Commission finds that the proposed residential use is adjacent to other residential uses and is therefore compatible. The Commission finds that it flows from commercial near Highway 41, to multi-family high density, and then to the lower density as proposed.

Future Land Use Designation:

The Commission finds that the Future Land Use Map depicts the land use designation for this area as Transitional. The proposed zoning is an appropriate zone per the direction of the applicable Focus Area and the road classifications.

Geographic/Natural Features:

The site is located over the Rathdrum Prairie Aquifer and contains no other geographic or other natural features that would adversely affect development of the site.

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

The Commission finds that the request is not for commercial or high-density residential and therefore concludes this criterion inapplicable to the request.

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 Commission finds the area is moving further away from the Highway 41 Corridor and being tucked up against the hillside. This area lends itself to more residential single-family character. Therefore, the Commission finds this criterion satisfied.


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

The Commission finds this criterion inapplicable as the request is not for industrial and there are no industrial uses or industrial zoned properties within the area.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-0004-2022, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments and a motion to recommend approval of the recommended zoning upon annexation was made, the motion carried unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for Single-Family Residential (R-1) on approximately nine point seven (9.7) acres upon successful annexation of the property.

8/9/22
Date

Attest


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.

Amber Blanchette

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Tuesday, July 26, 2022 2:53 PM
To: Amber Blanchette
Subject: FW: Ashlar Ranch Annexation File No. ANNEX-0004-2022
Attachments: Ashlar Ranch Annex CC NTJ.pdf

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amber,

YPL has reviewed the attached project and does not have any comments or concerns based on its location from the pipeline ROW.

Let me know if there are any questions.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Tuesday, July 26, 2022 3:45 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>;
audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill
Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA
GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>;
Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman
<criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh
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<heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>;
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Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn

<marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfallsidaho.org>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfallsidaho.org>; Robert Seale <rseale@postfallsidaho.org>; Robin Bekkedahl <robin.bekkedahl@avistacorp.com>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfallsidaho.org>; Shelly Enderud <SEnderud@postfallsidaho.org>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfallsidaho.org>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <lgallop@postfallsidaho.org>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; Joe Malloy <jmalloy@postfallsidaho.org>; Josh Walker <jwalker@postfallsidaho.org>; Kenny Shove <kshove@postfallsidaho.org>; Kerri Thoreson <kerrit@postfallsidaho.org>; Lynn Borders <lborders1@frontier.com>; Ron Jacobson <rjacobson@postfallsidaho.org>; Nathan Ziegler <nziegler@postfallsidaho.org>
Subject: [EXTERNAL]Ashlar Ranch Annexation File No. ANNX-0004-2022

This Message Is From an External Sender

This message came from outside your organization.

Good afternoon,

Attached is the notice to jurisdiction for the named annexation for City Council on August 16th. The draft staff report will be on the city's website shortly.

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfallsidaho.org



Fear is an illusion, ready to be overcome...

The City of Post Falls will be changing our domain soon to POSTFALLS.GOV. Be watching for it.

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

Amber Blanchette

From: jonie@postfallshd.com
Sent: Tuesday, August 2, 2022 1:47 PM
To: Amber Blanchette
Subject: RE: Ashlar Ranch Annexation File No. ANNX-0004-2022

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Lol... it's been a long week 😊

The Post Falls Highway District would recommend the City of Post Falls annex 12th Street to the easternmost property line.

Jonie Anderson
Administrative Assistant 1
Post Falls Highway District
p 208.765.3717
f 208.765.0493
contactus@postfallshd.com



From: Amber Blanchette <amberb@postfalls.gov>
Sent: Tuesday, August 2, 2022 1:39 PM
To: jonie@postfallshd.com
Subject: RE: Ashlar Ranch Annexation File No. ANNX-0004-2022

Jonie,

Are you meaning 12th? This isn't along 16th.

From: jonie@postfallshd.com <jonie@postfallshd.com>
Sent: Tuesday, August 2, 2022 12:54 PM
To: Amber Blanchette <amberb@postfallsidaho.org>
Subject: RE: Ashlar Ranch Annexation File No. ANNX-0004-2022

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<kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; Joe Malloy <jmalloy@postfallsidaho.org>; Josh Walker <jwalker@postfallsidaho.org>; Kenny Shove <kshove@postfallsidaho.org>; Kerri Thoreson <kerrit@postfallsidaho.org>; Lynn Borders <lborders1@frontier.com>; Ron Jacobson <rjacobson@postfallsidaho.org>; Nathan Ziegler <nziegler@postfallsidaho.org>
Subject: Ashlar Ranch Annexation File No. ANNX-0004-2022

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Thank you,

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Phone: 208-457-3338
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POST FALLS
SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

June 20, 2022

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

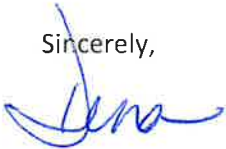
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

Amber Blanchette

From: Howard Burns <burns_crew@yahoo.com>
Sent: Sunday, August 7, 2022 1:26 PM
To: Public Hearing Notice
Subject: Letter to City Council via email only

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Howard Burns:

Howard Burns

502 S Rocky Pt Ct, PF, ID 83854

August 7, 2022

Sent via email only to:

To the City Council and Planning Dept of Post Falls, Idaho

Regarding the hearings for Bella Cielo III and Ashlar Ranch scheduled for August 16, 2022.

It seems unfortunate that more land is being considered for apartments. The Rudeen Corporation/Bella Cielo III, will have another chunk of Post Falls for it's portfolio. There is NO reason to annex this property into the City as R-3. Please review the Staff Reports for the two hearings noted above. These two properties are almost the same distance from Hwy 41. The eastern boundary of the Bella Cielo request is equal distant from Hwy 41 as the western boundary of the Ashlar Ranch property. The Ashlar property is approximately 300 feet further 'away' from Hwy 41. The Staff reports for the two sites imply that both are 'acceptable'. The Bella Cielo report makes reference to the proximity of the land to Hwy 41 yet the Ashlar report does not discuss that point. The reports are geared to what is requested, not what the City needs or desires. Does every property request get a report generated to 'bless' the applicant's desired outcome? 300 feet means Hwy 41 is no longer a factor in decision-making? It seems to be reason that the Staff finds R-3 and Bello Cielo III acceptable?

What about a transition from apartment/commercial to R-1? That would seem to be R-2 with a two story height limit/ same height limit as R-1?

The Ashlar Ranch plan is true family housing. Decent size lots with real yards. Yes, not a lot of them, but a product in the correct location given surroundings.

A recession is considered likely and supply chain issues have not been resolved. Let the world straighten out before deciding on adding more multi-family zoning /rentals to Post Falls. **Deny Bel Cielo or, at a minimum, make it R-2 zoning.**

In the hope that the 2035 Post Falls will still have at least a semi-small town feel.

Howard W Burns

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 8/16/2022

DATE: 8/10/2022 4:22 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Bel Cielo III Annexation and Development Agreement File No. ANN-22-6

ITEM AND RECOMMENDED ACTION:

Lake City Engineering has requested approval on behalf of the property owner, Bel Cielo III, LLC, to annex approximately 5-acres into the City of Post Falls with the zoning request of High-Density Residential (R-3), (See P&Z staff report and zoning recommendation, Exhibit S-5, and S-7).

DISCUSSION:

The City Council must conduct a public hearing and review the proposed annexation proposal based on the recommendation for the High-Density Residential (R-3) zoning district by the Planning and Zoning Commission at their June 14, 2022, meeting. Their recommendation of zoning was determined to meet the following zone change criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The approval criteria for establishing zoning 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.

In review for establishing zoning, a Comprehensive Plan analysis was completed within the P&Z Staff Report (Exhibit S-5) and may be utilized in determining whether the property should be annexed. Generally, the City Council can determine whether an annexation request is appropriate based on their best judgement. Ideally, the Council would base that decision on planning principles such as whether the annexation is a logical extension of the city, whether it reduces a county pocket, consistent with policies in the Comp Plan and whether extension of public infrastructure is feasible etc.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission made a recommendation for the proposed High-Density Residential (R-3) zoning district at their June 14, 2022, meeting as part of the annexation request.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING**

MEETING DATE: August 16, 2022

DATE: August 10, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Laura Jones, Associate Planner
ljones@postfallsidaho.org / 208-457-3336
SUBJECT: BEL CIELO III ANNEXATION FILE NO. ANN-22-6

ITEM AND RECOMMENDED ACTION:

Lake City Engineering has requested approval on behalf of the property owner, Bel Cielo III, LLC, to annex approximately 5-acres into the City of Post Falls with the zoning request of High-Density Residential (R-3), (See P&Z staff report and zoning recommendation, Exhibit S-5, and S-7).

DISCUSSION:

The City Council must conduct a public hearing and review the proposed annexation proposal based on the recommendation for the High-Density Residential (R-3) zoning district by the Planning and Zoning Commission at their June 14, 2022, meeting. Their recommendation of zoning was determined to meet the following zone change criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The approval criteria for establishing zoning are:

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

In review for establishing zoning, a Comprehensive Plan analysis was completed within the P&Z Staff Report (Exhibit S-5) and may be utilized in determining whether the property should be annexed. Generally, the City Council can determine whether an annexation request is appropriate based on their

best judgement. Ideally, the Council would base that decision on planning principles such as whether the annexation is a logical extension of the city, whether it reduces a county pocket, consistent with policies in the Comp Plan and whether extension of public infrastructure is feasible etc.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: N/A

APPROVED OR DIRECTION GIVEN: The Planning and Zoning Commission made a recommendation for the proposed High-Density Residential (R-3) zoning district at their June 14, 2022, meeting as part of the annexation request.

MOTION OPTIONS FOR ESTABLISHING ZONING: City Council may approve the proposed annexation and items for inclusion in an annexation agreement, may approve with modifications, or deny the annexation request. Should the City Council need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the City Council has heard sufficient testimony but need additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

- Exhibit S-5 Planning and Zoning Commission Staff Report
- Exhibit A-1 Application
- Exhibit A-2 Narrative
- Exhibit A-3 Legal and Exhibit
- Exhibit A-6 Auth Letter
- Exhibit A-7 Title Report
- Exhibit S-1 Vicinity Map
- Exhibit S-2 Zoning Map
- Exhibit S-3 Future Land Use map
- Exhibit PA-1 PFPD Comments
- Exhibit PA-2 KCFR Comments
- Exhibit PA-3 PFHD Comments
- Exhibit PC-1 Asadoorian Comments
- Exhibit PC-2 Burns Comments
- Exhibit PC-3 Hayes Comments
- Exhibit PC-4 Hayes Comments
- Exhibit S-4 Signed Development Agreement
- Exhibit S-6 Signed Minutes 6-14-2022
- Exhibit S-7 Signed Zoning Recommendation
- Exhibit PA-4 YPL Comments
- Exhibit PA-5 PFHD Comments
- Exhibit PA-6 DEQ Comments
- Exhibit PA-7 PFSD Comments
- Exhibit PC-4 Hayes Comments
- Exhibit PC-5 Burns Comments
- Exhibit PC-6 McGhie Comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: June 10, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: LAURA JONES, ASSOCIATE PLANNER • ljones@postfallsidaho.org • 208-457-3336

SUBJECT: STAFF REPORT FOR THE JUNE 14, 2022, P&Z COMMISSION MEETING
BEL CIELO III ANNEXATION - File No. ANNX-22-6

INTRODUCTION:

Lake City Engineering, Inc. is requesting, on behalf of Bel Cielo III, LLC, the property owner, approval to annex approximately 5-acres into the City of Post Falls with a zoning request of High-Density Multi-Family Residential (R-3) (Exhibit S-1). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

- A. Amendments to the zoning map should be in accordance with the Future Land Use Map.
- B. Amendments to the zoning map should be consistent with the goals and policies found in the 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.

PROJECT INFORMATION:

Project Name / File Number: Bel Cielo III Annexation
File No. ANNX-22-06

Owner(s): Bel Cielo III, LLC, 24201 E. Knox Avenue, Liberty Lake, WA 99019

Applicant: Lake City Engineering, Inc., 126 E. Poplar Avenue, Coeur d' Alene, ID 83814

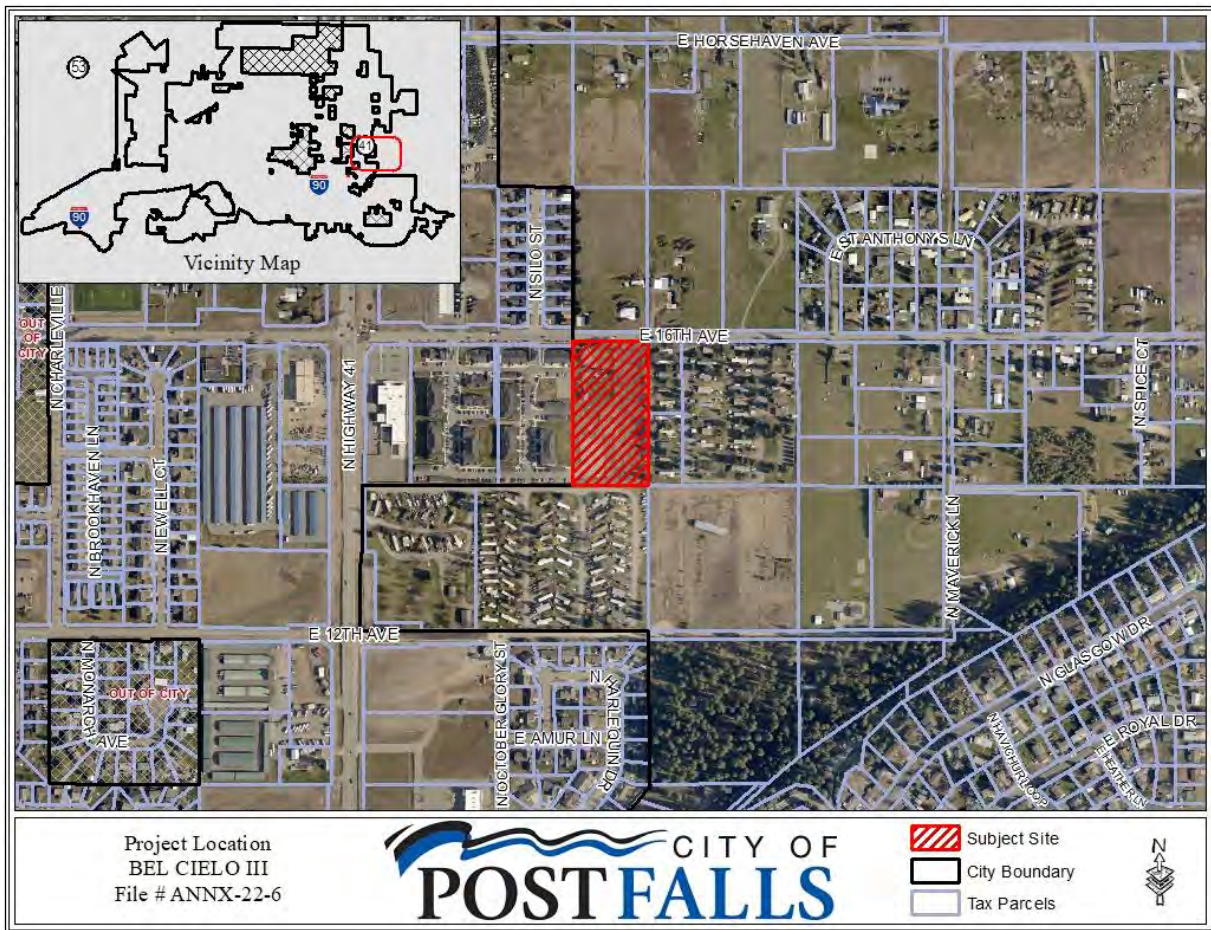
Project Description: Annex 4.84 acres into the City of Post Falls with a zoning request of High-Density Multi-Family Residential (R-3) zoning.

Project Location: The property is generally located south of E. 16th Avenue and east of Highway 41.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located north of the project site, across E. 16th Avenue, are single family residential properties within an unincorporated part of Kootenai County, as well as R-3 single family homes along N. Silo Street. Adjacent to the site on the east and south are mobile home parks within an unincorporated part of Kootenai County. To the west are earlier phases of the Bel Cielo multi-family development with those properties zones as High-Density Multi-Family (R-3) and Community Commercial Services (CCS).

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.16.010 and 18.20.100 are cited within the following staff analysis in **BOLD**. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA**A. Amendments to the zoning map should be in accordance with the Future Land Use Map.**

The Future Land Use Map classifies this property with the land use designation of **Business/Commercial**. This designation provides for a wide variety of general service, retail, professional office, light industrial, artisan manufacturing and mixed-uses that serve local and regional residents as well as the traveling public. This category promotes a mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls.

The category supports a mixture of housing types built at moderate density (at least eight units per acre). Design standards that enhance the character of these areas, improve pedestrian connections, and promote compatibility between permitted uses are important. These areas are expected to have a connection grid of streets that facilitate good pedestrian access. Multi-story buildings and a mixture of uses are encouraged, particularly in the City Center District.

Implementing Zoning Districts:

LC, CCS, CCM, TM, R-2, **R-3**, SC4, SC5, Per Focus Area

B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan. Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

The following goals may or may not assist with this zone change request.

Goal 5: Keep Post Falls' neighborhoods safe, vital, and attractive.

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active, and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

Goal 6: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.

All cities require functional, resilient transportation networks providing for the flow of people and materials. In assisting with this plan, residents urged improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the City. Residents also recognize the importance of transit services, as well as connectivity too regional ground, rail, and air transportation systems.

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

The following policies may or may not assist with this zone change request.

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community;

Staff Comment: Additional housing may help further long-term fiscal health of the community by provide living accommodations to current and future workforce within the City.

- Maintain and enhance resident quality of life;

Staff Comment: Diversified housing options assists with providing quality housing for different sectors of the community.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards for the proposed limited commercial and residential uses.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: Transportation impacts and sewer capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be in compliance with the relevant master plan prior to public hearing.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

Staff Comment: This is addressed by the first review criteria in Section A of this report.

- Compatibility with surrounding land uses;

Staff Comment: The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are primarily residential in nature.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location would need to be extended from the property's southeastern boundary corner to the existing sewer in 12th Avenue. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by a future 12" sewer main in this general location. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System has the capacity to provide service and the City

is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

The property is subject to the Sewer Surcharge for the 12th Avenue forcemain, as identified within the Development and Annexation Agreement. The 12th Avenue Surcharge is currently \$2,918.73 per service unit. The City is currently scheduled to construct the 12th Avenue force main in 2025.

The property is not subject to any Local Improvement Districts (LID's) or Subsequent User Agreements.

Water would be serviced by the Ross Point Water District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to 16th Ave., a classified Major Collector roadway. The City's Transportation Master Plan identifies a Minor Collector, Zorros St., along the property's eastern boundary. Zorros Street is part of backage road system identified within the City's Master Plan and the SH41 Corridor Master Plan.

Zorros St., proposed along the projects eastern boundary will provide future access between 16th Ave and 12th Ave.

The Idaho Transportation Department (ITD) is currently in year two (2) of a 2-year construction project to widen SH41 and improve roadway capacity and safety. Part of the project includes construction of a traffic signal at 16th Ave. / SH41 (1/4 mile to the west). Signal structures have been constructed and electronics are being worked on. The signal is scheduled to be in operation late summer or early fall of 2022. SH41 widening improvements are most likely to be completed (late summer / early fall 2022) prior to development / certificates of occupancy on the site.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

Staff Comment: This site is currently under-utilized.

Policy 14: Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes, and abilities through provision of diverse housing types and price levels.

Staff Comment: Annexation with residential zoning could allow for further housing types and price levels.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Staff Comment: Additional rights-of-way along E. 16th Avenue will be dedicated as part of the annexation agreement. Dedications or rights-of-way and easement for Zorros Rd. would be required at the time of site development.

Policy 27: Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

Staff Comment: Sidewalks and corresponding frontage improvements will be constructed as part of the development of this site.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services;

Staff Comment: Compliance with associated master plans has been outlined previously and identified in Development and Annexation Agreement. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

- Provision of necessary rights-of-way and easements;

Staff Comment: Dedication of additional rights-of-way and associated easements have been described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors;

Staff Comment: No know environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

- Timing that supports orderly development and/or coordinated extension of public services;

Staff Comment: As expansion of Highway 41 reaches completion annexation of properties east of the highway will be in line with orderly development. SH41 widening from 12th Ave. to the north is scheduled for completions in late summer / early fall of 2022.

- Comprehensive plan goals and policies.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 47: On an ongoing basis, work to obtain water rights whenever possible through annexation, acquisition from landowners, or through application.

Staff Comment: All water rights associated with the site will be relinquished to the Ross Point Water District as part of the annexation agreement.

Policy 63: Ensure annexations include a means to assure the logical extension of Post Falls' parks and open space system, benefitting adjoining neighborhoods and the overall community.

Staff Comment:

As east of HWY 41 develops, the need for additional future community and neighborhood scale recreation facilities will require additional park land acquisition to create a consistent distribution of parks and facilities the larger community enjoys. Further the Target Park areas map in the Comprehensive Plan illustrates this area need.

This impact is mitigated through the collection of impact fees which are collected at the time of building permit issuance.

Policy 71: Promote the planting and protection of trees citywide, helping;

- Beautify and enhance community value;
- Provide shade and comfort;
- Affirm the city's association with the outdoors and its historic origins;
- Provide wildlife habitat.

Staff Comment: Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required at the time of development.

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems will not utilize a septic system.

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.

Streets/Traffic:

Staff Comment: Major Collectors (16th Ave. and Zorros St.) are designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along these sections of roadway are approximately:

- 16th Avenue - 4,000 vehicles per day

Minor Collectors (Zorros St.) are designed to accommodate traffic volumes of 2,000 - 6,000 vehicles per day. In 2035 the projected volumes along these sections of roadway is approximately:

- Zorros Street (Minor Collector) – 780 vehicles per day

Water and Sanitary Sewer:

Staff Comment: Water service is provided by the Ross Point Water District and sanitary sewer service is being provided by the City of Post Falls. Sanitary Sewer currently located south of the property in 12th Avenue. Sewer would need to be extended to the site, from 12th Avenue as part of site development. The City of Post Falls does not currently possess easements or rights-of-way from 12th Avenue to the site. The developer would need to secure appropriate rights—of-way or easements to extend the sewer as part of site development. The requested zoning is in conformance with the land use assumptions within the City’s Water Reclamation Master Plan.

The property is subject to a Sewer Surcharge for the 12th Avenue Forcemain, as previously referenced in the Annexation review comments.

The property is not subject to any Local Improvement Districts (LID’s) or Subsequent User Agreements.

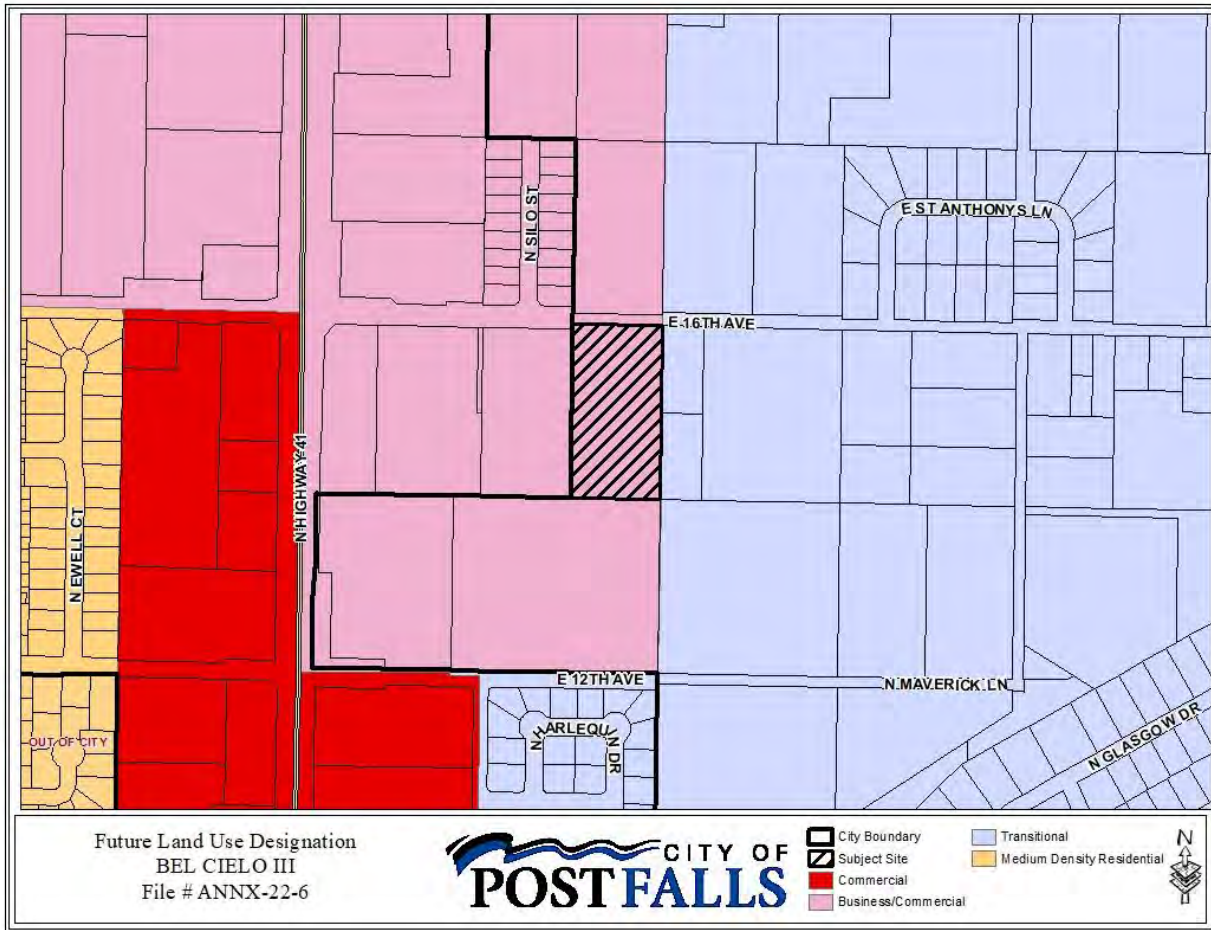
The City’s Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City’s Water Reclamation Master Plan – Collections. Current capacity of the City’s Water Reclamation System is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

Staff Comment: The propose residential use is adjacent to other residential uses and is therefore compatible.

Future Land Use Designation:

Staff Comment: Future Land Use Designation is stated in Policy 2.



Community Plans: None

Geographic/Natural Features:

Staff Comment: The site is located over the Rathdrum Prairie Aquifer.

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

Staff Comment: East 16th Avenue is classified as a major collector. This roadway, as well as Highway 41, should accommodate the proposed residential use without adversely impacting the existing transportation network.

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.

Staff Comment: Highway 41 corridor is within the higher intensity urban activity area, the proposed site is tertiary to the corridor and in an existing residential area.

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

Staff Comment: Not applicable

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
Kootenai County Fire	Kootenai Electric	Time Warner Cable
PF Highway District	Ross Point Water	PF Police Department
PF School District	Verizon	Utilities (W/WW)
Avista Corp. (WWP-3)	Idaho Department of Lands	Urban Renewal Agency
Department of Environmental Quality	Panhandle Health District	Kootenai County Planning
Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	TransCanada GTN	TDS

- **Post Falls Police Department (Exhibit PA-1)** – Remain neutral – recommend keeping the parking complaints in mind during design review.
- **Kootenai County Fire & Rescue (Exhibit PA-2)** - Gives comments throughout the processes.
- **Post Falls Highway District (Exhibit PA-3)** – Responded with “no comment”

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along 16th Avenue
 - a. 42.5-foot right-of-way (measured from the section line within 16th Ave.)
 - b. 10-foot sidewalk, drainage, and utility easement
3. Property is subject to the 12th Avenue forcemain Sewer Surcharge

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Legal and Exhibit
Exhibit A-6	Auth Letter
Exhibit A-7	Title Report

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map
Exhibit S-4	Draft Annexation Development Agreement

Testimony:

Exhibit PA-1	PFPD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	PFHD Comments
Exhibit PC-1	Asadoorian Comments
Exhibit PC-2	Burns Comments
Exhibit PC-3	Hayes Comments
Exhibit PC-4	Hayes Comments



ANNEXATION APPLICATION

Post Falls Comprehensive Plan

Public Services Department – Planning Division
 408 N. Spokane St. Post Falls, ID 83854
 208.773.8708 Fax: 208.773.2505

STAFF USE ONLY

Date Submitted: _____ Received by: _____ Fee paid: _____ Permit # _____ Project # _____

PART 1 – REQUIRED MATERIAL

THE APPLICATION WILL NOT BE ACCEPTED IF THE REQUIRED MATERIALS ARE NOT PROVIDED

Annexing land and expanding public services is based on careful planning, adopted regulations and Comprehensive Plan policies. Annexation should provide a means for orderly, logical expansion of the city and increased efficiency, and economic provisions of public services. The City of Post Falls considers approval of annexing lands when such will lead to orderly future development that would result in benefit to the community. See the *Comprehensive Plan 4.0 Future Land Use; Annexation Goals and Policies*.

- Completed Annexation Pre-application:** Date and Tyler number
- Completed application form**
- Application fee**
- A written narrative:** Including zoning, how proposal relates to Annexation Goals and Policies, and the impact on City services.
- A legal description:** in MS Word compatible format, together with a meets and bounds map.
- A report(s) by an Idaho licensed Title Company:** showing ownership of record, any interest of record, and a list of property owners of record within 300 feet of external boundaries of the subject property and mailing labels, provided by the Title Company.
- A vicinity map:** To scale, showing property lines, thoroughfares, existing and proposed zoning, etc.
- Public hearing notification:** Two required public hearings incur a mailing fee of \$6.00 per hearing notice per property within 300ft of the site. Cost for publication notice in the local newspaper.
- Owner authorization:** If there is to be an applicant or consultant acting on the owner’s behalf.

PART 2 – APPLICATION INFORMATION

PROPERTY OWNER:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	EMAIL:
APPLICANT OR CONSULTANT:		STATUS: ENGINEER OTHER
MAILING ADDRESS:		
CITY:	STATE:	ZIP:

PHONE:	FAX:	EMAIL:
--------	------	--------

SITE INFORMATION:

PROPERTY GENERAL LOCATION OR ADDRESS:		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE):		
TAX PARCEL #:	EXISTING ZONING:	ADJACENT ZONING:
	CURRENT LAND USE:	ADJACENT LAND USE: High Density Residential
DESCRIPTION OF PROJECT/REASON FOR REQUEST: See Narrative		

PART 3 – CERTIFICATION

The applicant (or representative) must be present at the public hearing to represent this proposal or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing.

Petitioner’s name(s), address, and phone number:

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

I (We) the undersigned do hereby make petition for annexation and zone classification of the property described in this petition, and do certify that we have provided accurate information as required by this petition form, to the best of my (our) ability.

Be advised that all exhibits presented will need to be identified at the meeting, entered into the record, and retained in the file.

DATED THIS _____ DAY OF _____ 20 _____

	
_____	_____
_____	_____

PART 4 – COMPLETED BY CITY STAFF

COMPLETED PRE-APP:	YES:	NO:
	PRE-APP NAME:	PRE-APP FILE#:
IF NO PRE-APPLICATION, REASON?		

Bel Cielo III

Annexation

Project Narrative

City of Post Falls, Idaho

March 2022



*126 E. Poplar Avenue
Coeur d'Alene, Idaho 83814
Phone/Fax: 208-676-0230*

INTRODUCTION

The project proponent, Bel Cielo III, LLC is requesting the annexation of a parcel into the City of Post Falls. The subject property is located South of 16th Avenue and East of Highway 41. A portion of the right-of-way for 16th Avenue adjacent to the parcel is already annexed into the City.

SUBJECT PARCEL

The property being requested for annexation is as follows:

Parcel #: 0-6360-31-039-AA
Parcel Area: 4.84 acres
Legal Description: East ½ of Tract 39, Block 31 of Post Falls Irrigated Tracts filed in Book C of Plats, Page 80, Records of Kootenai County, Idaho



Figure 1: Vicinity Map

ZONING CLASSIFICATION

The property is currently zoned Agriculture in Kootenai County. It is bounded by High Density Residential (County) to the East and South, R-3 to the West (City), and Ag-Suburban (County) to the North. The project proponent is requesting a zoning classification of High Density Multi-

Family Residential R-3. The City of Post Falls *Future Land Use Map* labels this property as Business/Commercial.

Considering the surrounding nearby uses such as the Bel Cielo Apartments to the West, and the mobile home park to the South and East, the requested zoning designation of High Density Multi-Family Residential (R-3) is appropriate for the subject property.

COMPREHENSIVE PLAN ANALYSIS

The new City of Post Falls Comprehensive Plan, adopted July 2020, is the guiding document for the annexation and zoning classification requests. It is important that land use decisions meet, or exceed, the goals and policies as outlined in the Comprehensive Plan. The project proponent believes that the following goals and policies (shown in *italics*) as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification:

Goals

G.05 *Keep Post Falls' neighborhoods safe, vital, and attractive.*

Comment: The project proponent is a well-established developer who has an excellent track record of building a wide variety of quality housing projects, including several multi-family developments within City limits. This project will be constructed with the same attention to detail and will provide safe pedestrian access to neighboring facilities, as well as support the continued rise in demand for additional housing.

G.07 *Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.*

Comment: This proposed Annexation will provide additional needed housing close to the Highway 41 Corridor. While not necessarily considered an infill project, the subject property is adjacent to annexed lands and is a logical extension of the City given its location between the existing Bel Cielo Apartment complex to the West and mobile homes to the East and South.

Policies

P.01 *Support land use patterns that:*

- *Maintain or enhance community levels of service;*
- *Foster the long-term fiscal health of the community;*
- *Maintain and enhance resident quality of life;*
- *Promote compatible, well-designed development;*
- *Implement goals and policies of the comprehensive plan, related to master plan and/or facility plans.*

Comment: Allowing the subject parcel to be developed as High Density Multi-Family Residential R-3 will provide additional housing options for new and existing residents of

the City, similar to those already being offered by the Bel Cielo and Bel Cielo II apartment complexes adjacent to this parcel. This would be considered a complementing land use and fit well with the existing characteristics of the surrounding neighborhoods.

P.02 *Apply or revise zoning designations with careful consideration of factors including:*

- *Future land use mapping;*
- *Compatibility with surrounding land uses;*
- *Infrastructure and service plans;*
- *Existing and future traffic patterns;*
- *Goals and policies of the comprehensive plan, related master plan and/or facility plans.*

Comment: The City of Post Falls *Future Land Use Map* labels this property as Business / Commercial, which allows for R-3 zoning and is compatible with the surrounding land uses. It lies adjacent to the City Limits and is a natural extension of those limits. In addition, the subject parcel is adjacent to the existing Bel Cielo apartment complex, so future traffic and service patterns will merge well with those of existing residents. There are existing utilities, including domestic water, within 16th Street fronting the property to the North. Sanitary Sewer will need to be extended from the property to the South. It is our understanding that these utilities have adequate capacity to serve this project. The near completed Highway 41 corridor improvements are designed to help mitigate traffic impacts generated from this site.

P.03 *Encourage development patterns that provide suitably-scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.*

Comment: The location of the subject parcel, while not immediately adjacent to daily needs services, is within walking distance to a few small shopping centers, convenience stores, mini-storages and other commercial services along the Highway 41 corridor.

P.04 *Encourage compact, pedestrian-oriented, mixed-use development patterns along the ID-41 corridor and in neighborhood and regional centers.*

Comment: The neighborhood pattern in this area is mostly Multi-Family Residential and mobile home park. The proposed multi-family use for the subject property is ideal for its location within walking distance to the Highway 41 corridor and proposed zoning upon annexation. Pedestrian access will be provided within the project site and will also connect directly to pedestrian routes along 16th Avenue.

P.06 *Encourage residential development patterns typically featuring:*

- *Housing that faces the street edge;*
- *An interconnected grid or small-block streets network;*
- *Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting;*
- *Development and utilization of alleys for parking and service access;*

- *Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.*

Comment: The compact nature of the R-3 zoning designation allows for additional vertical mixed-use development along the Highway 41 corridor that creates a safe, self-contained neighborhood with amenities such as a clubhouse and fitness center for its residents.

- P.08** *Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.*

Comment: The subject parcel is currently vacant and lies East of and adjacent to the existing Bel Cielo apartment complex. While not necessarily considered an infill project, its location adjacent to annexed lands makes it a logical extension of the City. Properties to the West and South consist of mobile homes, making the subject parcel compatible with surrounding uses and an ideal candidate for annexation.

- P.14** *Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.*

Comment: The applicant will be submitting an Annexation Application and associated documents in accordance with City of Post Falls ordinances and requirements.

- P.15** *Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.*

Comment: The continued surge in growth in Kootenai County has resulted in a shortage of available housing. The proposed Annexation would help satisfy this demand and provide residents of all ages, incomes and abilities with more housing options that are close to the multiple commercial services offered along the Highway 41 Corridor.

- P.18** *Maintain housing standards, fees and regulations that support and sustain related services and infrastructure.*

Comment: The additional housing provided by the proposed Annexation would be built in accordance with the City of Post Falls Standards. The additional tax revenue generated by the development would contribute to the City's overall infrastructure fund, as well as provide nearby commercial businesses with additional users of their services.

- P.19** *Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space.*

Comment: By its nature, the R-3 residential zoning classification encourages clustered housing. And although the subject parcel itself does not allow for additional public parks or community open space, the planned development will effectively utilize the private space it occupies and will beautify an otherwise vacant piece of land. The existing

community space in the Clubhouse and other amenities will be available to the residents of this final phase of development. The project will also pay appropriate Park Impact Fees at the time of building permit.

P.20 *Consider location of multi-family development in areas that:*

- *Have access to arterial and collector streets;*
- *Help buffer higher and lower-intensity development patterns;*
- *Abut compatible existing uses;*
- *Are part of projects involving mixed use or master planned areas.*

Comment: The annexation of this parcel would allow for the completion of Phase III of the Bel Cielo apartment complex, which currently provides much-needed housing for new and existing residents of Post Falls. The property is located along 16th Avenue just 0.2 miles from the Highway 41 corridor, which allows for easy access to commercial services.

P.21 *Maintain standards for multi-family housing that encourage quality building design, landscaping and usable open space, supporting long-term family living.*

Comment: In providing the space for the last phase of development, the subject property would contain the same level of high-quality, aesthetically pleasing structures that currently exist in the previous two phases. The future development of this parcel would follow the City of Post Falls Standards and provide a well-maintained, landscaped, finished look for a currently vacant parcel, while at the same time offering new and existing residents of Post Falls additional housing options.

ANNEXATION LAND DESCRIPTION

A parcel of land being the East half of Tract 39, Block 31 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats, Page 80, Records of Kootenai County, Idaho and a portion of the 16th Street Right-of-Way, lying in the Southwest Quarter of Section 31, Township 51 North, Range 4 West, Boise Meridian, Idaho and more particularly described as follows:

Commencing at the West Quarter corner of said Section 31, being a 5/8-inch rebar per CP&F Instrument Number 2628320000, Record of Kootenai County, Idaho, from which the Center Quarter corner bears South 89°37'22" East 2643.20 feet; thence along the North line of the Southwest Quarter of said Section 31, South 89°37'22" East 991.20 feet to the **True Point of Beginning**;

thence leaving said North line and along extension of the West line of the East half of Tract 26, of said Plat of Post Falls Irrigated Tracts, North 00°06'10" East 20.00 feet to the North Right of Way of 16th Street;

thence along said North Right-of-Way, South 89° 37' 22" East 330.38 feet to the southeast corner of said Tract 26;

thence leaving said North Right-of-Way, South 00° 03' 19" West 20.00 to the extension of the East line of the East Half of said Tract 39;

thence along said extension of and the East line of said East Half, South 00°02'21" East 657.24 feet to the common corner of Tracts 38, 39, 42 and 43 of said Plat of Post Falls Irrigated Tracts;

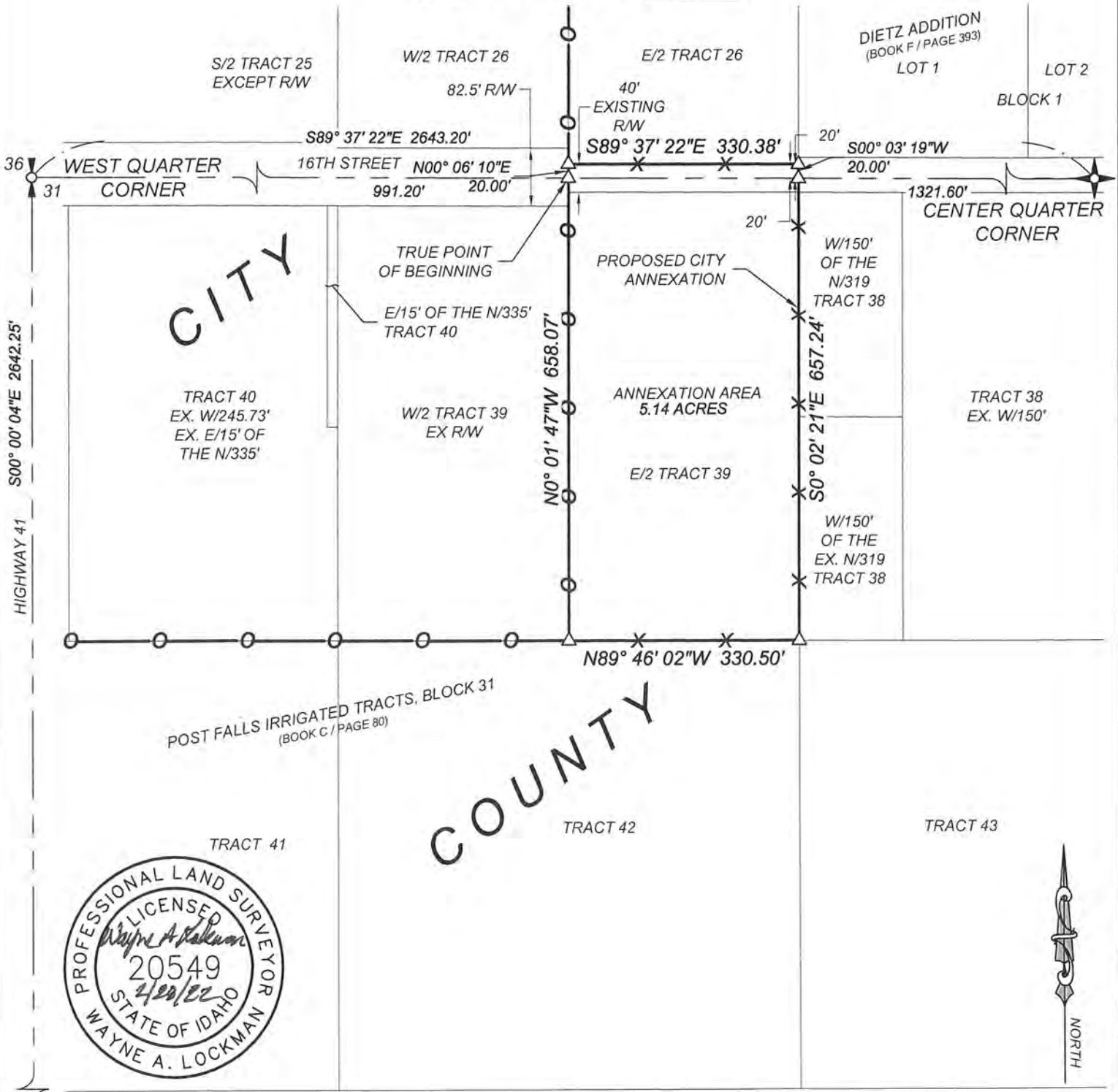
thence along the North line of said Tract 42, North 89°46'02" West 330.50 feet to the Southeast Corner of the West half of said Tract 39;

thence along the East Line and the extension thereof of said West half of Tract 39, North 00°01'47" West 658.07 feet to the **True Point of Beginning**;

containing 5.14 acres of land, more or less.




ANNEXATION INTO THE CITY OF POST FALLS ORDINANCE No. _____



- \triangle CALCULATED POINT NOTHING FOUND OR SET
- $\text{---} \circ \text{---}$ EXISTING CITY LIMITS
- $\text{---} \times \text{---}$ PROPOSED CITY LIMITS

SCALE: 1" = 200'

36
31
7
5
SOUTHWEST CORNER

 <p>LAKE CITY ENGINEERING 126 E. POPLAR AVENUE COEUR D'ALENE, IDAHO 83814 PHONE: 208-676-0230 WWW.LAKECITYENGINEERING.COM</p>	<h2 style="margin: 0;">ANNEXATION EXHIBIT</h2> <p style="margin: 0;">E/2 TRACT 39, POST FALLS IRRIGATED TRACTS AND A PORTION OF 16TH STREET</p>	<p>DESIGNED BY: DCD</p> <p>DRAFTED BY: WAL</p> <p>SCALE: 1" = 200'</p> <p>DATE: 02/28/2022</p> <p>JOB NO: LCE 22-013</p> <p>FILE: 22-013-ANNEX EXHIBIT.dwg</p>
	<p>SW 1/4, SEC. 31, T51N, R4W, B.M. KOOTENAI COUNTY, IDAHO</p>	



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: February 10, 2022

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.


Countersigned by:

Authorized Countersignature

North Idaho Title Insurance, Inc.
Company Name
601 East Front Avenue Suite 204
Coeur d'Alene, ID 83814
City, State




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

SUBDIVISION GUARANTEE SCHEDULE A

Order No.: N-60899
Guarantee No.: G-0000041071548
Date of Guarantee: February 10, 2022 at 8:00AM
Amount of Liability: ██████████
Premium: ██████████

1. Name of Assured:

The County of Kootenai and any City within which said subdivision is located.

2. Subdivision Map Reference:

To be determined

3. The map referred to above recites that it is a subdivision of the following described Land:

See Exhibit "A" Attached for Legal Description

4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Bel Cielo III, LLC, an Idaho Limited Liability

Subdivision Guarantee Exhibit "A" Legal Description

The East half of Tract 39, Block 31, Post Falls Irrigated Tracts, according to the plat recorded in Book "C" of Plats at page 78, records of Kootenai County, Idaho.

LESS AND EXCEPT any portion within the road right of way.

EXHIBIT "B" – EXCEPTIONS

1. Taxes, special and general, assessment districts and service areas for the year 2021:

1st Installment: ████████ Paid
2nd Installment: ████████ Open
Exemption(s): NONE
Parcel No.: 0-6360-31-039-AA
AIN No.: 156313

Note: First Installment is delinquent December 21. Second Installment is delinquent June 21.

2. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.
3. Assessments for the Ross Point Water District, if any, which are excluded from the coverage afforded hereby.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded May 24, 1985, as (instrument) 1008917, Official Records.

[Document Link](#)

***** End of Schedule B *****



MOTHER LODGE HOLDING COMPANY

Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow

Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES

E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).

- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com

- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

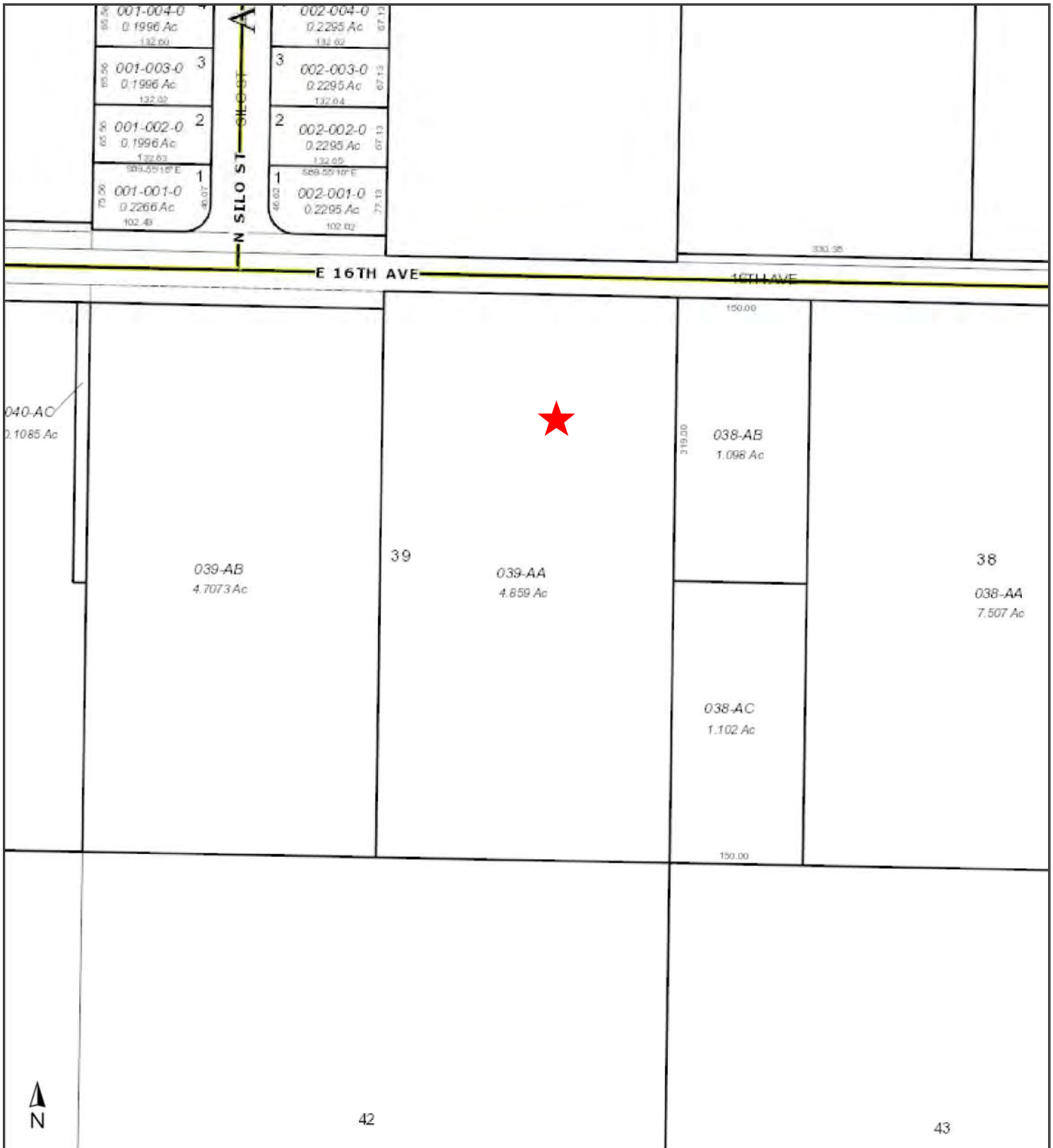
Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



ParcelID: 0636031039AA
Tax Account #: 156313
4310 E 16th Ave, Post Falls ID 83854

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

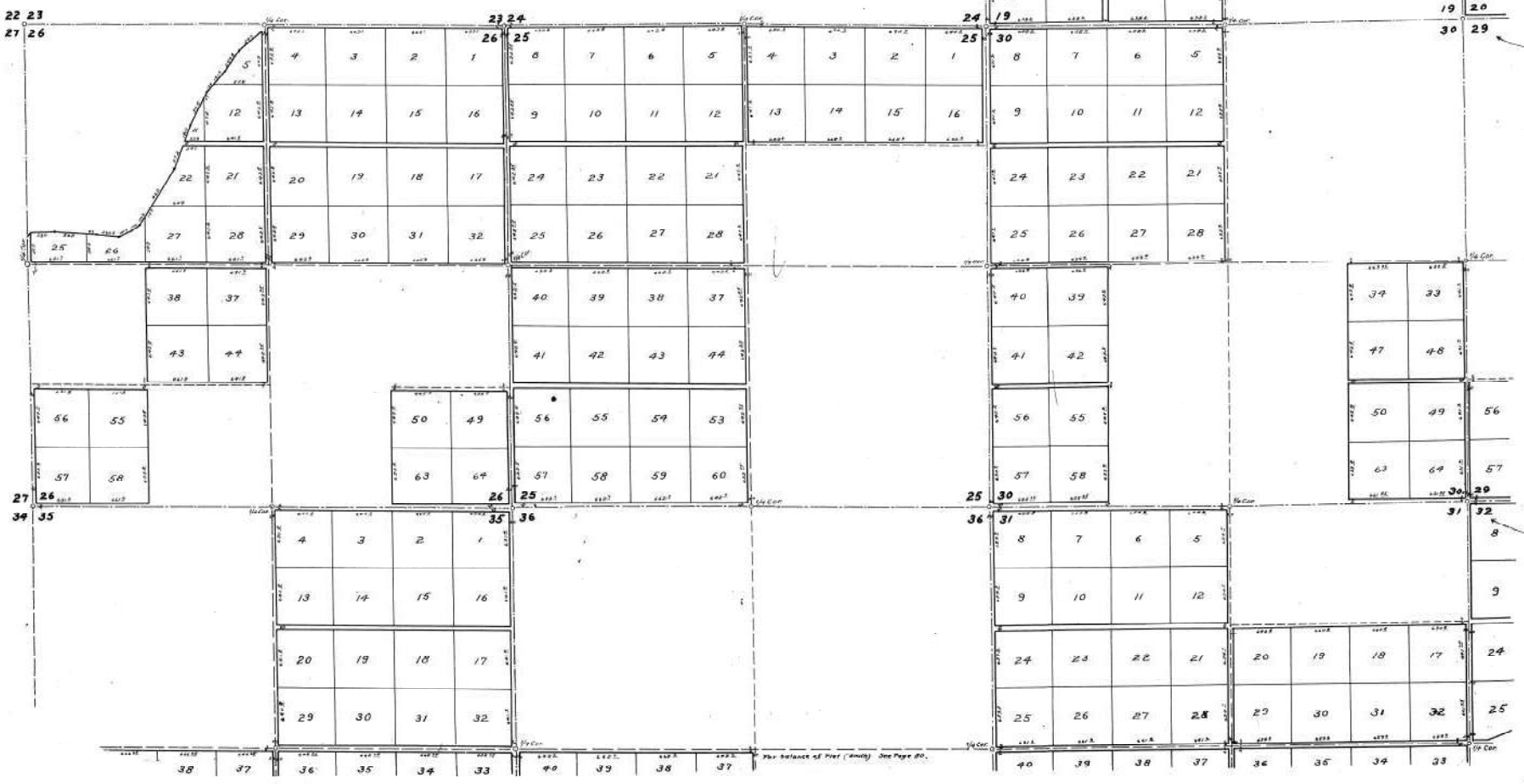
C-78

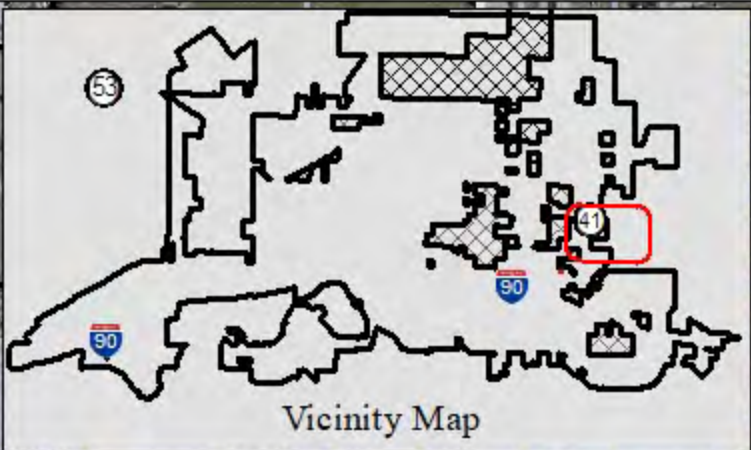
*Order No. 221
March 2, 1945
Kootenai County, Idaho*

• POST-FALLS-IRRIGATED-TRACTS •

• KOOTENAI • COUNTY • IDAHO •

Scale: 1"=500'





Vicinity Map



Project Location
 BEL CIELO III
 File # ANNX-22-6



-  Subject Site
-  City Boundary
-  Tax Parcels





Zoning Map
 BEL CIELO III
 File # ANNX-22-6









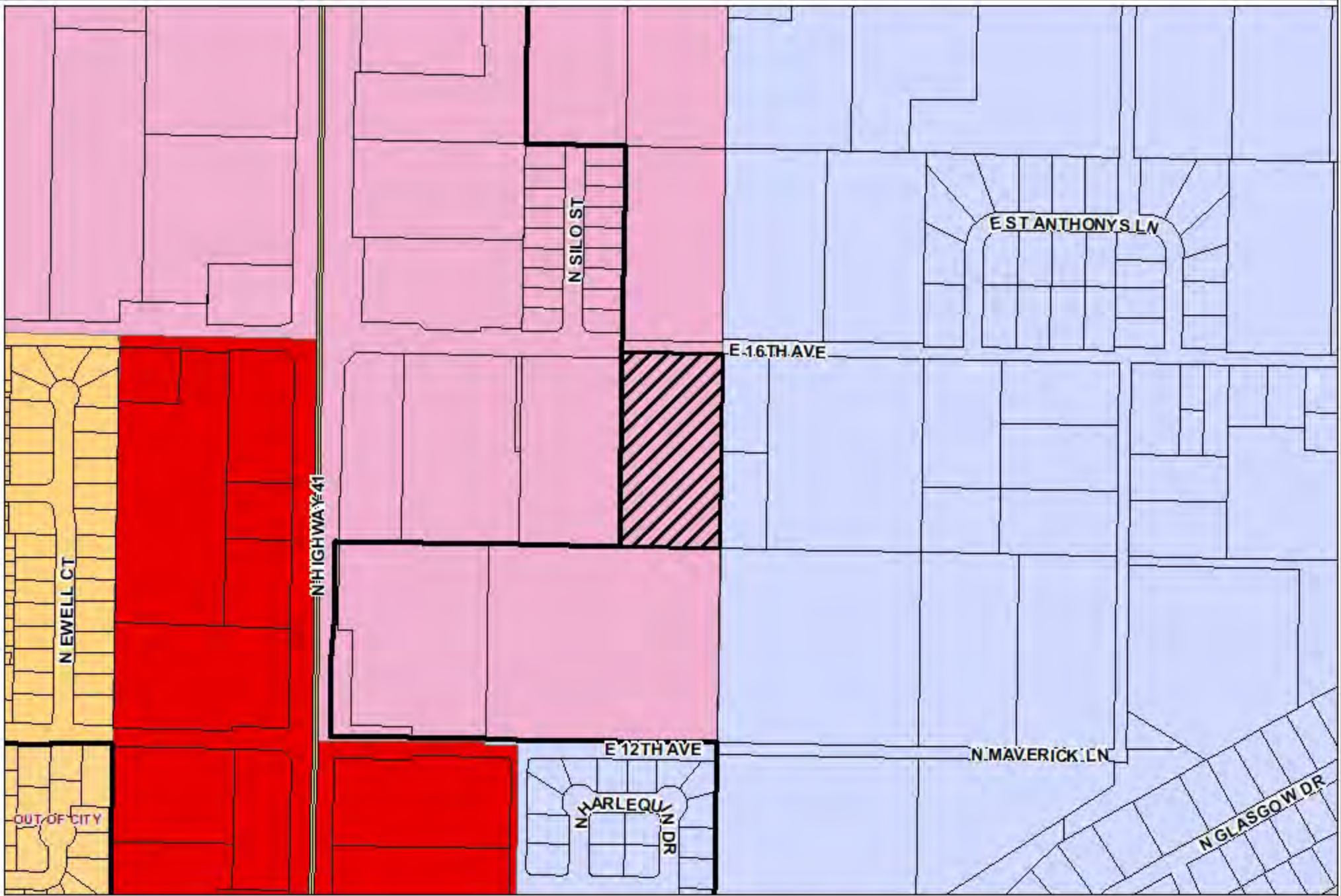
-  City Boundary
-  Subject Site
-  CCS
-  R-1
-  R-2
-  R-3

Exhibit S-2





Future Land Use Designation
 BEL CIELO III
 File # ANNX-22-6



-  City Boundary
-  Subject Site
-  Commercial
-  Business/Commercial
-  Transitional
-  Medium Density Residential



DEVELOPMENT AND ANNEXATION AGREEMENT
Bel Cielo III Annexation
(File No. ANNX-22-6)

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 **Bel Cielo III, LLC**, an **Idaho Limited Liability Company**, with its principal place of business at 24201 E Knox Lane, Liberty Lake, WA 99019.

WHEREAS, Bel Cielo III, LLC (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes 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 while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. 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 approximately 925 feet east of Highway 41 and south of 16th Avenue 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 (including the KMPO Critical Access Corridor Policy).

- 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. 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 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. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to 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 with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
 - 3.2.2. Sanitary Sewer Surcharges: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established for that basin which has been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as \$2,918.73 per service unit for the 12th Avenue Force Main. Owner agrees to pay the surcharges at the time of building permit issuance for any structure(s) that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.
 - 3.2.3. Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess

capacity that existed within the City’s sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a “flow equalization station” to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. The 12th Avenue Force Main must be constructed prior to flows in the Caton Line reaching 2.1 cubic feet per second. Owner agrees that if the 12th Avenue Force main has not been constructed by the time that the capacity trigger is reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been constructed and accepted by the City.

- 3.2.4. Location of Sanitary Sewer Connection: Owner acknowledges that the sanitary sewer will need to be extended to the Property from its current terminus in 12th Avenue. Additionally, Owner acknowledges that the City does not currently have rights-of-way or easements to provide a route to connect the property to sanitary sewer. As such, Owner agrees to obtain the necessary rights of way or easements, at Owner’s sole cost, to connect the Property to the existing sanitary sewer prior to development. Owner agrees that the necessary rights or way or easements will meet City standards.
- 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. Owner agrees that for 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 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 execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along 16th Avenue for utilities, sidewalks, and storm drainage.

- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along 16th Avenue for a half road right of way width of 42.5 feet measured from the Section Line.
- 4.2. No Impact Fee 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/FEEES

- 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 Agreement 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.
- 6.15. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City’s sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

BEL CIELO III, LLC

By: _____
Ronald G. Jacobson, Mayor

By: _____
Kevin Rudeen, Manager

Attest:

Shannon Howard, City Clerk

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 ___ day of _____, 20____, before me, a Notary for the State of Idaho, personally appeared Kevin Rudeen, known, or identified to me, to be the Manager of Bel Cielo III, LLC and the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Bel Cielo III.

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:

ANNEXATION LAND DESCRIPTION

A parcel of land being the East half of Tract 39, Block 31 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats, Page 80, Records of Kootenai County, Idaho and a portion of the 16th Street Right-of-Way, lying in the Southwest Quarter of Section 31, Township 51 North, Range 4 West, Boise Meridian, Idaho and more particularly described as follows:

Commencing at the West Quarter corner of said Section 31, being a 5/8-inch rebar per CP&F Instrument Number 2628320000, Record of Kootenai County, Idaho, from which the Center Quarter corner bears South 89°37'22" East 2643.20 feet; thence along the North line of the Southwest Quarter of said Section 31, South 89°37'22" East 991.20 feet to the **True Point of Beginning**;

thence leaving said North line and along extension of the West line of the East half of Tract 26, of said Plat of Post Falls Irrigated Tracts, North 00°06'10" East 20.00 feet to the North Right of Way of 16th Street;

thence along said North Right-of-Way, South 89° 37' 22" East 330.38 feet to the southeast corner of said Tract 26;

thence leaving said North Right-of-Way, South 00° 03' 19" West 20.00 to the extension of the East line of the East Half of said Tract 39;

thence along said extension of and the East line of said East Half, South 00°02'21" East 657.24 feet to the common corner of Tracts 38, 39, 42 and 43 of said Plat of Post Falls Irrigated Tracts;

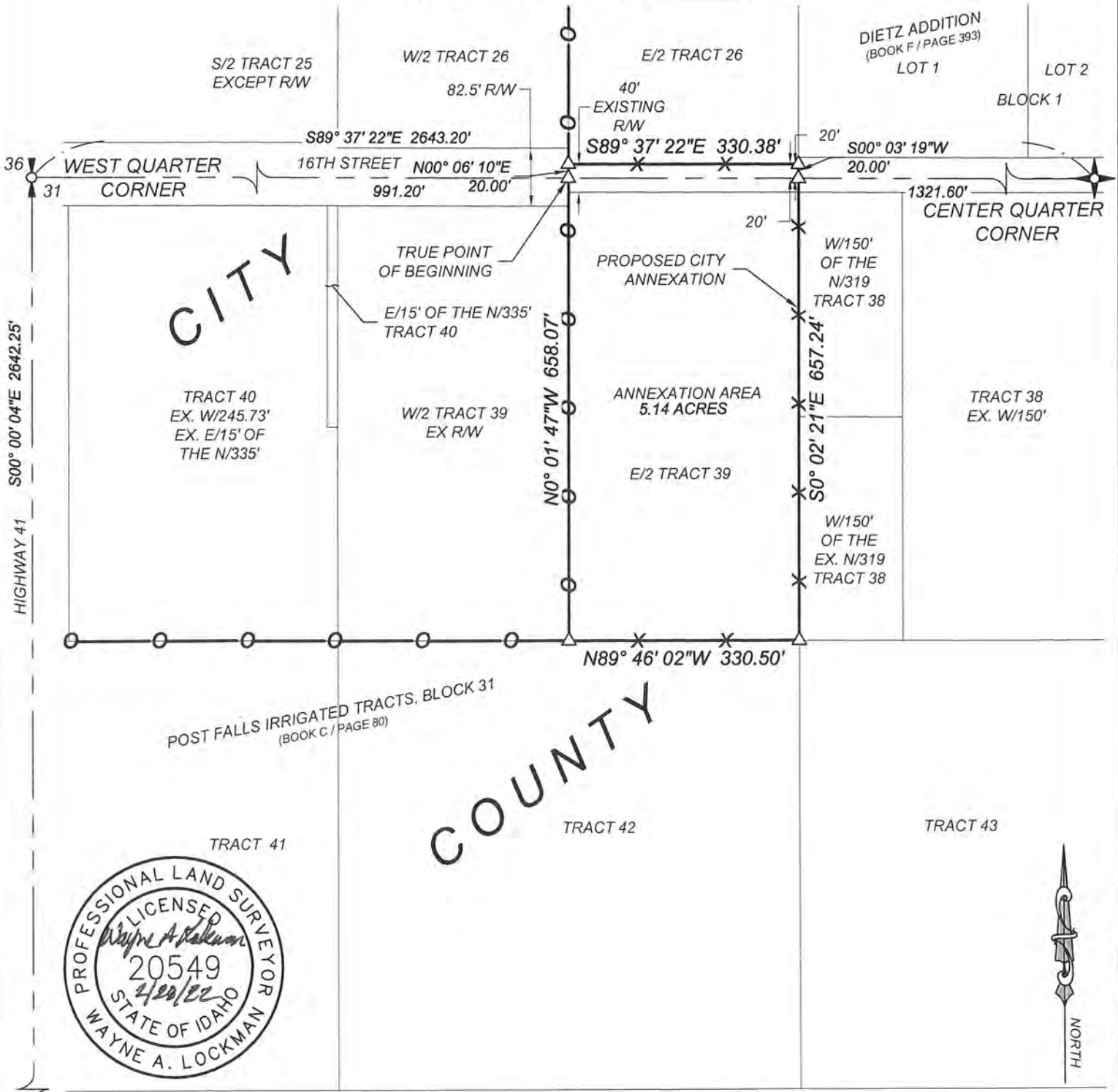
thence along the North line of said Tract 42, North 89°46'02" West 330.50 feet to the Southeast Corner of the West half of said Tract 39;

thence along the East Line and the extension thereof of said West half of Tract 39, North 00°01'47" West 658.07 feet to the **True Point of Beginning**;

containing 5.14 acres of land, more or less.



ANNEXATION INTO THE CITY OF POST FALLS ORDINANCE No. _____



CITY

COUNTY



- CALCULATED POINT NOTHING FOUND OR SET
- EXISTING CITY LIMITS
- PROPOSED CITY LIMITS

SCALE: 1" = 200'

36
31
7
5
SOUTHWEST CORNER

<p style="font-size: 0.8em;">126 E. POPLAR AVENUE COEUR D'ALENE, IDAHO 83814 PHONE: 208-676-0230 WWW.LAKECITYENGINEERING.COM</p>	ANNEXATION EXHIBIT	DESIGNED BY: DCD
	E/2 TRACT 39, POST FALLS IRRIGATED TRACTS AND A PORTION OF 16TH STREET	DRAFTED BY: WAL
SW 1/4, SEC. 31, T51N, R4W, B.M. KOOTENAI COUNTY, IDAHO	SCALE: 1" = 200'	DATE: 02/28/2022
		JOB NO: LCE 22-013
		FILE 22-013-ANNEX EXHIBIT.dwg



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

May 20th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Bel Cielo III Annexation File No. ANNEX-22-6

The Police Department has reviewed the above listed annexation/subdivision request and will remain Neutral on this project, however, with the recent complaints of parking in that area, we would recommend keeping those complaints in mind during the design approval phase of any housing unit approved there. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

May 24, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

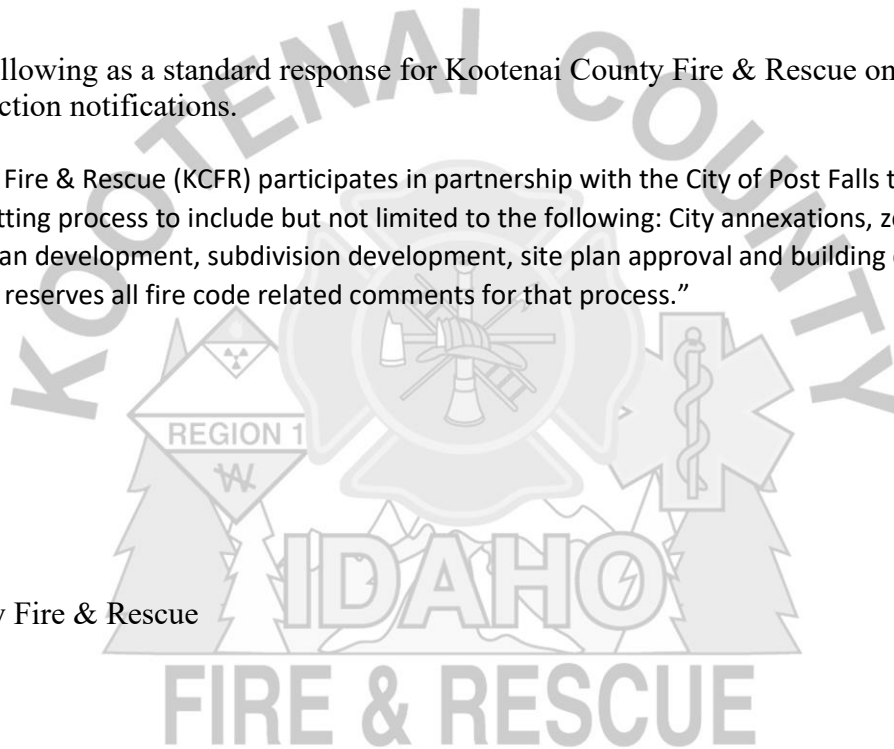
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

“Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process.”

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal



Amber Blanchette

From: shannon@postfallshd.com
Sent: Tuesday, June 7, 2022 6:16 AM
To: Amber Blanchette
Cc: jonie@postfallshd.com
Subject: RE: Bel Cielo III Annexation File No. ANNX-22-6

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Post Falls Highway District has no comment

Thank you,

Shannon Schranck
Post Falls Highway District
5629 E Seltice Way
Post Falls, ID 83854
208-765-3717

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Friday, May 20, 2022 8:41 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <krussell@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <kronro@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfallsidaho.org>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip

Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <prestonh@postfallsidaho.org>; Rob Palus <rpalus@postfallsidaho.org>; Robert Seale <rseale@postfallsidaho.org>; Robin Bekkedahl <robin.bekkedahl@avistacorp.com>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfallsidaho.org>; Shelly Enderud <SEnderud@postfallsidaho.org>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <sherman@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfallsidaho.org>; Thomas Gwin <thomas.gwin@twcable.com>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfallsidaho.org>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Ryan Davis <rlDavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Bel Cielo III Annexation File No. ANNX-22-6

Good morning,

Attached is the notice to jurisdiction for the named annexation for the Planning and Zoning meeting on June 14th. The draft staff report will be posted to the city's website shortly.

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfallsidaho.org



Fear is an illusion, ready to be overcome...

Amber Blanchette

From: Mike <masadoorian@gmail.com>
Sent: Monday, May 23, 2022 1:32 PM
To: Public Hearing Notice
Subject: Public Comment: File No. ANNX-22-6 | Bel Cielo III Annexation

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am a resident on Silo St, which is across 16th Ave from the existing Bel Cielo apartment buildings. I'd like to provide some feedback on this annexation proposal.

Silo St consists of single family homes within very close proximity to the existing Bel Cielo apartment buildings. Today with the existing buildings in place I do see some impact to street parking that concerns me should there be more apartments without any further consideration to the parking situation. Specifically:

- Numerous cars belonging to residents of the existing buildings take up all the street parking on 16th Ave. today. On occasion those cars overflow onto Silo street. There is a concern between myself and other neighbors that this situation will be exasperated with additional apartments in the vicinity.
- At times vehicles park directly in front of the mailboxes on 16th Ave, blocking post office vehicle access to the mailboxes.
- With any road closures or maintenance activities, street parking today becomes an issue. There is a concern that this will get worse.
- Often we see cars parked on the street for over 24 hours. The Post Falls police is normally called to address this, but with limited success; which then discourages residents from calling the police. I'm sure the police department has records around how many calls they have received, in what time frame they've responded, as well as the results.
- Should the existing street parking be reduced in the future (or not increased further along 16th Ave) this may create additional street parking difficulties.
- Additional parking impact may be felt down the line given the "Business/Commercial" status as highlighted in the "Future Land Use Designation" map provided.

The residents of Silo St. and I would appreciate if the zoning commission can work with the developer prior to annexation to understand how the street parking situation can be alleviated beyond what is being done today with the existing apartment building tenants.

Thank You,

Mike Asadoorian

Howard Burns
502 S Rocky Pt Ct, PF, ID 83854

June 6, 2022

Sent via email only to:

To the Planning Commission, City Council and Planning Dept of Post Falls, Idaho

Regarding the hearings for Bella Cielo III and Ashlar Ranch scheduled for June 14, 2022.

It seems unfortunate that more land is being considered for apartments. The Rudeen Corporation/Bella Cielo III, will have another chunk of Post Falls for it's portfolio. There is NO reason to annex this property into the City as R-3. Please review the Staff Reports for the two hearings noted above. These two properties are almost the same distance from Hwy 41. The eastern boundary of the Bella Cielo request is equal distant from Hwy 41 as the western boundary of the Ashlar Ranch property. The Ashlar property is approximately 300 feet further 'away' from Hwy 41. The Staff reports for the two sites give a green light to both projects. The Bella Cielo report makes reference to the proximity of the land to Hwy 41 yet the Ashlar report does not discuss that point. The reports are geared to what is requested, not what the City needs or desires. Does every property request get a report generated to 'bless' the applicant's desired outcome?

We have enough apartments approved, built or unbuilt, and able to be approved (zoning that allows them almost 'by right', in the existing City limits right now. Please deny any annexation that allows R-3 uses (so CCS, CCM, R3) or condition the annexations to not allow residential in any amount (CCS/CCM).

Keep in mind that the Tech Park seems to allow, even encourage, small apartments ("workforce" housing?), that there are many parcels with CCS zoning already existing, every parcel currently allowing massive numbers of apartments. The 'lack of housing' being extolled as needing a fix is not something Post Falls 'did' or 'created'. It is caused by a massive influx folks wanting to get here. We can't fix that demand but we are not required to feed it either. Many decisions are made on the basis of reaction, not pro-active decision making. Is there a model in the City on what it would look like if every CCS and CCM and R-3 property were built out as apartments, if 'only' 50% of that became apartments? STOP any annexation of anything but R-1 for sale for individual purchase (not selling to BlackRock). Let what we already have in our City limits get built out. The Ashlar Ranch plan is true family housing. Good size lots with yards. Yes, not a lot of them, but if you have looked at / read the economic outlook? A recession is considered likely and supply chain issues have not been resolved. Let the world straighten out before deciding on adding more multi-family zoning /rentals to Post Falls.

In the hope that the 2035 Post Falls will still have a small town feel.

Howard W Burns

June 7, 2022

RE: Annexation and Zoning, Bel Cielo III, ANNX-22-6

Planning Commission Members, Mayor, and City Council Members,

We have submitted comments on the City of Post Falls comment form noting our objection to the Bel Cielo III development, but wanted to add additional comments.

According to AffordableHousing.com, over 30% of all housing in Post Falls is rental property. We support the provision of housing options for our growing population, but do not believe more high-density rental housing is the right option. In the last several years, Post Falls has approved numerous new apartment complexes, including:

- Crossroads Apartments, a 144-unit complex at the corner of Cecil and 12th, is less than one mile away from the proposed development.
- Bluegrass Farms, a complex of 500 apartment units on Poleline, is currently under construction less than one mile away from the proposed development.
- Woodland Meadows, a 326-unit complex that is being built at the end of 4th Avenue and North Idaho road, is less than three miles from the proposed development.
- Both Residence at Tullamore and Cottages at Tullamore, two large apartment complexes, are within one mile of the proposed development.

All of these complexes feed onto either Highway 41 or the Highway 41/Interstate 90 interchange. We cannot yet assess whether the reconstructed Highway 41 will adequately handle traffic from both existing development as well as additional residential and commercial projects already approved by the city. "Disfunction junction" at Highway 41 and Interstate 90 is severely overtaxed now, yet we continue to add to the problems there by adding more traffic. We also know that there will be traffic delays and congestion problems during reconstruction of the interchange until it is completed in 2025.

In short, we strongly oppose approval of the Bel Cielo III annexation for these reasons:

- Any approval of additional high-density housing on the Highway 41 corridor is premature, given the current state of Highway 41 and the Interstate 90 interchange.
- The City of Post Falls already has a sufficient, if not oversupply, of rental housing.
- Bel Cielo I and II on 16th Avenue have already added over 180 rental units to this street, which is mostly rural in character. Cars are parked all along the street outside these apartments, making it congested, unsafe, and an eyesore.

Thank you,

Kent & Anne Hayes
1117 N. Maverick Ln
Post Falls



06/06/2022

PUBLIC COMMENT

Bel Cielo III Annexation

File No. ANNX-22-6

Exhibit: 4B

Applicant: Lake City Engineering

Location: East of Highway 41 and south of E. 16th Ave

Request: To annex approximately 5.14 acres with High-Density Multi-Family R3 zoning.

Hearing Date: June 14, 2022

Questions list:

Name: Kent & Anne Hayes

Address: 1117 N Maverick Lane, Post Falls, ID 83854

Email: kentanne2000@yahoo.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: Opposed

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: No

Comments: The features of the area indicate that this development is in a transitional zone from Hwy 41 to a residential area that is primarily rural. This proposed development is far too dense--it is right next to high-density apartments that already exist, and the existing properties down the rest of 16th transition quickly into large residential rural plots of up to 5 acres. The

existing apartment complexes on 16th provide sufficient high-density housing; this property should not add to that, but should be used for lower density housing.

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.: No

Comments: 16th Avenue is a rural road with no shoulder along most of its length, as is Meyer to which 16th transitions. To say that this road is a higher road classification mischaracterizes it. This road is used by people who are accessing their rural properties, and the current apartments that the city has already permitted that egress onto 16th have already created problems. The street is widened at that end of the road near 41, but there are cars lined up along it on both sides, blocking visibility, and dumping a lot of traffic onto the road from the existing apartments. That part of 16th is a traffic hazard and an eyesore.

3. 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.: Yes

Comments:

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

Comments:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?:

Comments: While this is simply an administrative question, the existing land use plans and general plans may be being followed, but ongoing development in Post Falls indicates that the city is not promoting the best interests of the residents of the area as indicated by the extremely high number of apartments that are being developed.

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: No

Comments:

Subdivision

Please Provide Your Position on the Proposed Subdivision: Opposed

1. Has the subdivision made definite provisions for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed?: No

Comments:

2. Have adequate provisions been made for a public sewage system and can the existing municipal system accommodate the proposed sewer flows?: No

Comments:

3. Are the proposed streets consistent with the transportation element of the comprehensive plan?: No

Comments:

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?: No

Comments:

5. Is the area proposed for subdivision zoned for the proposed use and do the proposed uses conform to other requirements found in the City Code?: No

Comments:

6. Has the developer 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.: No

Comments:

DEVELOPMENT AND ANNEXATION AGREEMENT
Bel Cielo III Annexation
(File No. ANN-22-6)

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 **Bel Cielo III, LLC**, an **Idaho Limited Liability Company**, with its principal place of business at 24201 E Knox Lane, Liberty Lake, WA 99019.

WHEREAS, Bel Cielo III, LLC (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes 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 while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. 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 approximately 925 feet east of Highway 41 and south of 16th Avenue 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 (including the KMPO Critical Access Corridor Policy).

- 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. 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 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. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to 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 with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
 - 3.2.2 Sanitary Sewer Surcharges: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established for that basin which has been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as \$2,918.73 per service unit for the 12th Avenue Force Main. Owner agrees to pay the surcharges at the time of building permit issuance for any structure(s) that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.
 - 3.2.3. Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess

capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a "flow equalization station" to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. The 12th Avenue Force Main must be constructed prior to flows in the Caton Line reaching 2.1 cubic feet per second. Owner agrees that if the 12th Avenue Force main has not been constructed by the time that the capacity trigger is reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been constructed and accepted by the City.

- 3.2.4. Location of Sanitary Sewer Connection: Owner acknowledges that the sanitary sewer will need to be extended to the Property from its current terminus in 12th Avenue. Additionally, Owner acknowledges that the City does not currently have rights-of-way or easements to provide a route to connect the property to sanitary sewer. As such, Owner agrees to obtain the necessary rights-of-way or easements, at Owner's sole cost, to connect the Property to the existing sanitary sewer prior to development. Owner agrees that the necessary rights or way or easements will meet City standards.
- 3.2.5. Temporary Sewer Connection: In the event that the Owner is unable to secure rights-of-way or easements to facilitate connection to sewer in the southeast corner of Property as contemplated by Section 3.2.4 after using its best good faith efforts to obtain such connection, the parties agree that the Owner may provide a temporary private connection to the existing sewer main within the adjacent Bel Cielo II project area and that the Owner will be required to construct the permanent sewer along the eastern boundary of the Property at the time of subdivision or with the first development on the Property. The temporary connection must be designed to allow for the future connection to, and gravity discharge of, sewerage to the Property's southeastern boundary. The temporary sewer connection cannot be designed to include publicly owned or maintained lift stations. At such time as sewer service is available at the Property's southeastern boundary, Owner agrees to disconnect and abandon, in compliance with all legal requirements, the temporary sewer connection at the Owner's sole cost.
- 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. Owner agrees that for 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 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 execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along 16th Avenue for utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along 16th Avenue for a half road right of way width of 42.5 feet measured from the Section Line.
- 4.2. No Impact Fee 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 Agreement 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.

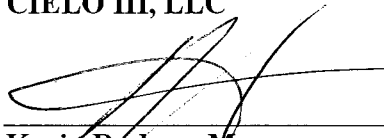
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement 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.
- 6.15. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

BEL CIELO III, LLC

By: _____
Ronald G. Jacobson, Mayor

By: 

Kevin Radeen, Manager

Attest:

Shannon Howard, City Clerk

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.

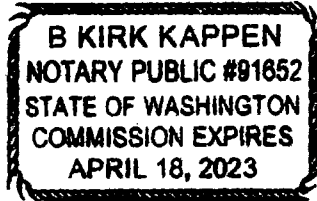
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.


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

STATE OF IDAHO)
 :ss
County of Kootenai)

On this 5th day of July, 2022, before me, a Notary for the State of ~~Idaho~~, personally appeared Kevin Rudeen, known, or identified to me, to be the Manager of Bel Cielo III, LLC and the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Bel Cielo III.

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: *Liberty Lake, WA* *Washington*
Commission Expires: *April 18, 2023*

ANNEXATION LAND DESCRIPTION

A parcel of land being the East half of Tract 39, Block 31 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats, Page 80, Records of Kootenai County, Idaho and a portion of the 16th Street Right-of-Way, lying in the Southwest Quarter of Section 31, Township 51 North, Range 4 West, Boise Meridian, Idaho and more particularly described as follows:

Commencing at the West Quarter corner of said Section 31, being a 5/8-inch rebar per CP&F Instrument Number 2628320000, Record of Kootenai County, Idaho, from which the Center Quarter corner bears South 89°37'22" East 2643.20 feet; thence along the North line of the Southwest Quarter of said Section 31, South 89°37'22" East 991.20 feet to the **True Point of Beginning**;

thence leaving said North line and along extension of the West line of the East half of Tract 26, of said Plat of Post Falls Irrigated Tracts, North 00°06'10" East 20.00 feet to the North Right of Way of 16th Street;

thence along said North Right-of-Way, South 89° 37' 22" East 330.38 feet to the southeast corner of said Tract 26;

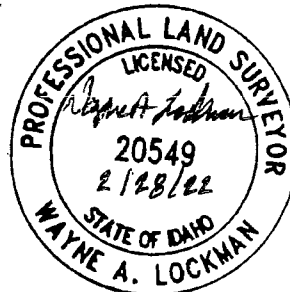
thence leaving said North Right-of-Way, South 00° 03' 19" West 20.00 to the extension of the East line of the East Half of said Tract 39;

thence along said extension of and the East line of said East Half, South 00°02'21" East 657.24 feet to the common corner of Tracts 38, 39, 42 and 43 of said Plat of Post Falls Irrigated Tracts;

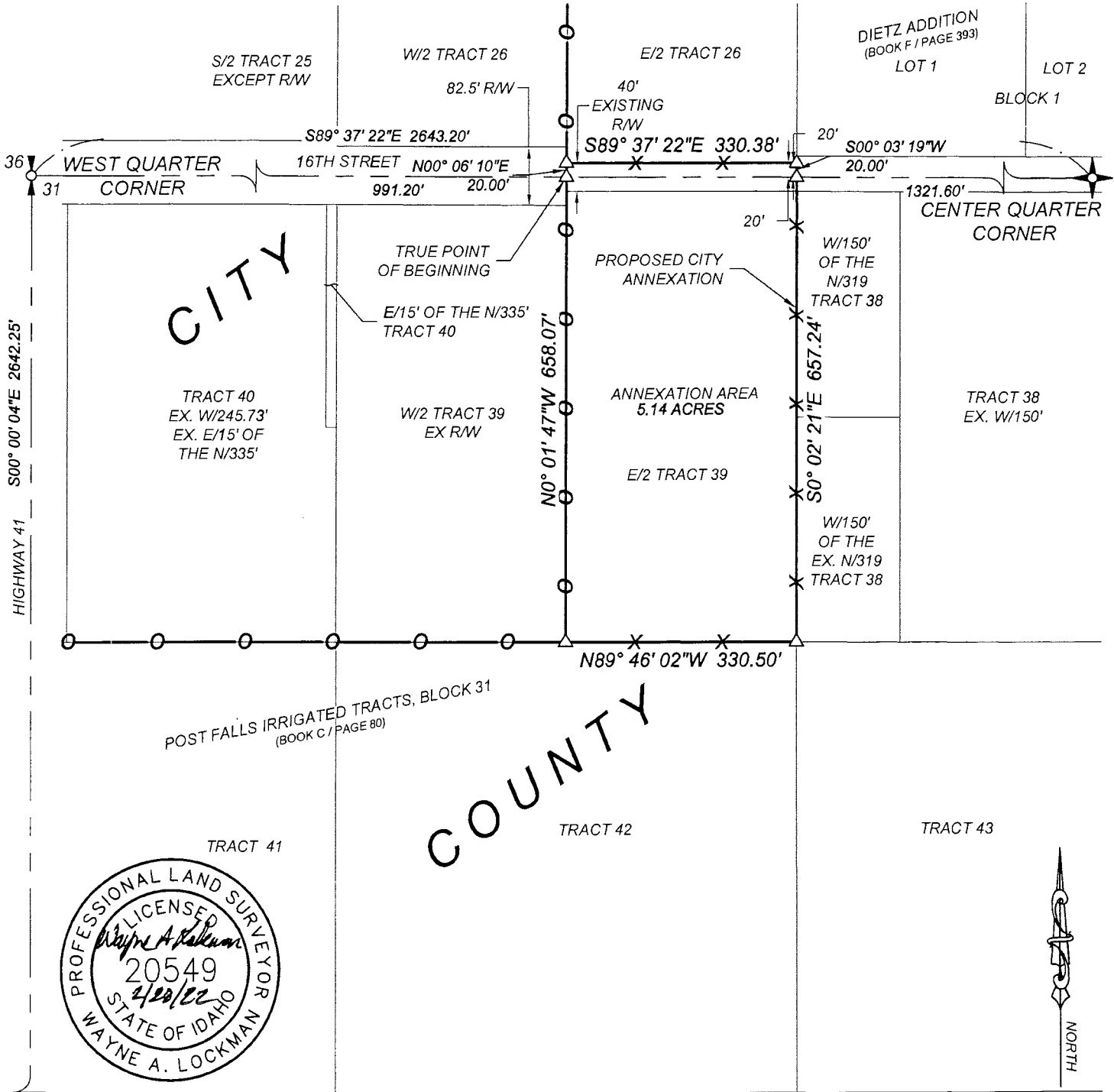
thence along the North line of said Tract 42, North 89°46'02" West 330.50 feet to the Southeast Corner of the West half of said Tract 39;

thence along the East Line and the extension thereof of said West half of Tract 39, North 00°01'47" West 658.07 feet to the **True Point of Beginning**;

containing 5.14 acres of land, more or less.



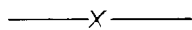
ANNEXATION INTO THE CITY OF POST FALLS ORDINANCE No. _____



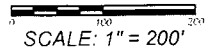
CALCULATED POINT NOTHING
FOUND OR SET



EXISTING CITY LIMITS



PROPOSED CITY LIMITS



SCALE: 1" = 200'

36
31
SOUTHWEST CORNER

ANNEXATION EXHIBIT E/2 TRACT 39, POST FALLS IRRIGATED TRACTS AND A PORTION OF 16TH STREET

SW 1/4, SEC. 31, T51N, R4W, B.M.
KOOTENAI COUNTY, IDAHO

DESIGNED BY: DCD

DRAFTED BY: WAL

SCALE: 1" = 200'

DATE: 02/28/2022

JOB NO: LCE 22-013

FILE: 22-013-ANNEX EXHIBIT.dwg



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208-676-0230
WWW.LAKECITYENGINEERING.COM

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. **Zoning Recommendation** for Bel Cielo III Annexation File No. ANNX-22-6 – Laura Jones, Associate Planner, to present a request for a recommendation to City Council for a zoning designation of High-Density Multi-Family Residential (R3) upon annexation of approximately 5.14 acres. The requested action is to provide recommendation to City Council for the zoning designation of High-Density Residential (R3) on approximately five (5) acres as part of an annexation request into the City of Post Falls. The property is located east of Highway 41 and south of E. 16th Ave. The current land use is a single-family residence and there are no physical characteristics or natural features that pose a hazard this property is over the Rathdrum Prairie Aquifer. Water will be provided by Ross Point Water District and the sewer will be provided by the City of Post Falls. The surrounding zoning to the north is Kootenai County single-family residential, east is Kootenai County Multi-Family, south is Kootenai County Multi-Family, west is Bel Cielo Apartments which is also Multi-Family R3 and southwest is the Ashlar Ranch Annexation Request with a Single-Family R1 zoning designation.

Zone Change Review Criteria:

- The Future Land Use Map Designation is Business/Commercial and promotes a mixture of moderate/high density housing types within walking distance of the City Center, neighborhood center and corridor commercial uses as well as civic uses and other amenities within Post Falls. Implementing zoning districts are LC, CCS, CCM, TM, R-2, **R-3**, SC4, SC5, Per Focus Area.
- G.05 Keep Post Falls' neighborhoods safe, vital, and attractive. G.06 Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives. G.07 Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. G.14 Involve the community of Post Falls in all local government planning and decision-making. P.01 Support land use patterns that maintain or enhance community levels of service; foster the long-term fiscal health of the community; maintain and enhance resident quality of life; promote compatible, well-designed development; implement goals and policies of the comprehensive plan, related master plan and/or facility plans. P.02 Apply or revise zoning designations with careful consideration of factors including Future land use mapping; compatibility with surrounding land uses; infrastructure and services plans; existing and future traffic patterns; goals and policies of the comprehensive plan, related master plan and/or facility plans. The City of Post Falls will provide water reclamation services and has the capacity and willingness to serve the site. Water will be provided by Ross Point Water District they proved a will serve letter. P.15 Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes, and abilities through provision of diverse housing types and price levels. P-24 Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.
- It is located over the Rathdrum Prairie Aquifer.
- Highway 41 is a Principal Arterial; E. 16th Ave. is a Major Collector; the proposed development should not adversely impact the existing transportation network. Additionally, there is the 1/8-mile backage road which will hopefully provide a

north/south connection in the future. There is also the proposed Zorros Rd which is a minor collector and provide another north/south connection.

- The higher intense urban activity is along Highway 41 and Seltice Way; with this request being approximately ¼ mile from the Highway 41 corridor it meets the review criteria.
- Not applicable

All the agencies have been notified and the Post Falls Police Department responded as neutral with recommending staff to keep the complaints regarding parking during the design approval process. The Kootenai County Fire and Rescue reserves comments for the permitting process and the Post Falls Highway District responded with no comments.

Steffensen – Can you go back to the backage road? Will it go right through that other apartment complex?

Jones – This 1/8-mile backage road that is proposed will not provide total continuity north/south however, it is intended. This map just shows the general location of where it would run unless there is existing development.

Steffensen – So, it will fit in future however, not where the apartments are or other structures.

Jones – Correct.

Hampe – So, the blue

Jones – It wont actually get built there until maybe sometime when those apartment complexes go away. I am not sure if and when that will ever happen however, the intent is to run north/south.

Davis – Should we invite Rob up?

Manley – It is more or less a general location and so when you have an apartment you may not get the connection for some time. It could get developed as a private drive or a public street there's different ways to attain the 1/8-mile backage road. Palus may have additional commentary to add.

Palus – I don't have additional commentary, Manley covered it well with the flexibility between parking, drive aisles and parking lots and actual city streets.

Kimball – For clarification the 1/8-mile backage road is similar to what you find along Highway 95 north by Wilbur where you've got all the back parking lots and connection in between them.

Palus – From your frame of reference and knowing what you are talking about it is somewhat similar a little more refined so people can actually figure out where they're going. The idea is when you are going through a parking lot if you're on one end of it you would very easily see that it's a fairly straight shot through to the next street or next parking lot. So, it is intuitive and inviting for traffic to move along those roadways. Bel Cielo I and Bel Cielo II predates the Transportation Master Plan that incorporates the 1/8-mile backage road, so we recognize that it may not be achievable along the entire stretch of Highway 41, but it is something that we're trying to get. The ¼-mile is different it's been in our Transportation Master Plan for well over 12-years and we anticipate it running along the east side of the property in question to get up to 16th Ave. and then continue to the north so the ¼-mile backage road will be a continuous roadway eventually from 12th Ave. to Prairie and continue north.

Manley – This is one reason why we wanted to have both of these projects on the same evening so you can see it can be planned between these two projects and you can get from Mullan to 16th eventually through other coordinated efforts.

Applicant – Drew Dittman, Lake City Engineering – This should look familiar to most of you with the exception of Ward. I brought this in front of the Planning Commission on October 8, 2019, it was unanimously approved for an R3 zone then it went to City Council the next month and was denied. The caveat was City Council thought the timing was a little off because of the Highway 41 construction and the fact that the light at 16th wasn't installed yet. It is now installed just not functioning yet and Highway 41 is almost complete. It's scheduled for completion this summer, late summer early if fall, I believe. So, we are here 2 years later bringing this back around the timing is right the only thing different from the first time is you have updated the Comprehensive Plan the designation has changed from residential to Business/Commercial. R3 is still one of the implementing zoning districts so that piece hasn't changed. I am going to be brief and go on an assumptive close as you have seen this before and you did approve it before.

Hampe – Could you touch at all on the parking with the comment the police made on that. You obviously are probably aware of the issue and are thinking about it.

Dittman – We are aware of it; I wasn't involved in the design of the first two Bel Cielo so I can't address the parking there. I did drive out there today to take a look at it and people do park on both sides of 16th St. and it is a bit congested. I do believe the construction going on makes it worse as the first several hundred feet of 16th is still torn up and it is gravel so, that is probably exaggerating the problem a little bit. When we do come back for a Site Plan Review on this next phase, we could certainly work with staff on trying to resolve or provide additional parking if we can.

Carey – I had similar concerns.

Dittman – It is good that we are all aware of it now so it's something that we can certainly take a look at during Site Plan Review.

Testimony:

In Favor

Neutral

In Opposition – Tom Wilkinson, 4527 E 16th Ave. – I want to express the danger of having parking on 16th as people dart out of the existing complex without looking because the cars are on the street and blocking the view. It is also not becoming to the neighborhood if they are going to build these types of complexes there should be plenty of parking inside the parking lot and they need to make a section for visitors.

Samantha Steigleder, Knob Creek – I am in opposition to high-density multi-family again. I didn't realize this had already come before you 2 years ago so pardon my ignorance there. I am not sure why mobile homes are considered high-density housing to make it appear that this high-density request is going to be surrounded by housing of the same type as I don't think there as many mobile homes per acre as there are apartment complexes per acre in an R3. I am also opposed to having 3 phases of R3 coming in like this. Seems like they asked for some land that was approved for R3 and then bought another piece of land next to it and that is being approved for R3 when maybe it could have just been an ask for the whole 10-15 acres, not sure of exact size. This way may have changed the public opinion at the time the original was approved. Commercial mixed future use says that would be a mixed, but it seems like that's all R3 there is no commercial involved in anything; twin homes or townhomes we're always talking about mixed use especially when we talk about R1 and wanting to put higher density in the R1 area. Now we're talking about a decent amount of R3 but we're not pushing the developer to put in any of the twinhomes or the other types of products that we always talk about in

other meetings. I know we can only talk about the goals and policies and the criteria; I don't think this is attractive goals 3 says it has to star attractive – NO. Policy 4 it's not really mixed use because we're talking about all r3 that's not a lot of mixed use in there I think that also relates to policy 6 and then policy 15 states it has to be diversified, no again. It's all R3 we're not talking about putting any other type of product in there except for high-density housing. Criteria D talked about it being near arterial streets and so it's a ¼ mile which when we say it like that it's not very far but remember track that's one time around it and that feels like a lot when you walk it. I don't think this is as close to an arterial as we are promoting it.

Rebuttal – Dittman – We talked about the parking, and we are aware of it and so is staff and will be a topic of discussion during the Site Plan Review. The high-density housing for the mobile homes that actually is the zoning designation in Kootenai County, it's high-density residential. We didn't ask for all 3 up front because my client didn't own all 3 properties at the time, they've bought them in succession as they've come up for sale and as they've developed them. So, they are brought forth as they are purchased and we're trying to make it one project and then if you're familiar with that site at all you know there is a cross connection between phases one and two and there's actually some substrates in phase two that go into this next property. We've anticipated the best we can and trying to promote that connectivity there.

Hampe – What is the requirement for parking for the first 2 phases, 1 ½ per unit?

Manley – It's 2 per unit.

Hampe – They meet that?

Manley – When you look at some of the aerials with the on-street parking, we cannot make people park on the site it is a public street. So, some individuals may be choosing to park on the public-right-of-way in front of their multi-family building as it may be closer to do that then parking inside the facility.

Hampe – By saying that there is an assumption that there is plenty of parking and it isn't overflow.

Manley – I haven't seen any evidence that our current parking standards isn't sufficient.

Hampe – In any of the places this is where we are having the problem.

Manley – It's not unusual to see some individuals that live in an apartment project to choose to elect to park on the public street near their apartment.

Hampe - Even if there is parking.

Manley – Correct.

Hampe – I am just trying to figure it out, because that does become a problem especially in winter with plowing it can create some hazardous conditions.

Ward – It could be construction vehicles like truck and trailers too.

Hampe – See, and I don't know that. That is why I was asking those questions, but I don't know that we can really tell for sure.

Manley – It is a discussion that staff has started to have internally to look at the current multi-family parking standards.

Hampe – Maybe that isn't enough.

Manley – It isn't inconsistent to a majority of jurisdictions though 2 is a very common factorial to use for perking per unit.

Steffensen – Do we know what percent the city is at for R3? Compared to R1 or R2.

Manley – Not off hand, we used to keep track of it; that number I currently do not have.

Steffensen – Do we know how much R3 is underdeveloped right now?

Manley – There are not many sites that are zoned R3 that do not get developed. We have 1 on the end of Corbin that I know of that is zoned R3 and then another 1 east of Ross Point Rd, east of the KFC area where we do have an approved site plan that's developing but the vast majority of our R3 is developed. Like out at Cabela's all that has been approved and developed but we don't have a lot of R3 just sitting around. Montrose has some in the PUD and other PUD's we have some multi-family that's awaiting some future phase, so they do have a few pockets out there and Montrose has chosen to sell some of their areas for industrial purposes. So, Montrose doesn't have as much out there as they once had and some of the other PUD's also have pockets of multi-family.

Comments:

Zoning Recommendation Review Criteria:

1. Amendments to the zoning map should be in accordance with the Future Land Use Map.
Steffensen – It says Business/Commercial but then you have to look at the Focus Area and R3 is one of the many implementing zones.
Kimball – Out of all the zones I think R3 is perfect other than the R2 everything else is higher intensity.
Steffensen – Are the 2 SmartCode zones be more intense?
Kimball – Yes, those have a minimum density which are allot denser for sure.
2. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.
Hampe – I think it poses problems with the maintaining or enhancing the community levels of service or just simply having parking issues and people parking on the road. I think that does create problems it creates problems not only for that development and the developments abutting but the ones down the road that have to travel through that area as well. I think it can make the road conditions hazardous at times.
Davis – You jumped to number 3
Hampe – Oh sorry!
Kimball – I think the staff report goes through it thoroughly and the applicant's narrative talked about them as well. Obviously not every proposal is going to meet ever policy or goal there are certain ones that get met and others that are not met and I guess it's our job to weigh the justification of whether those policies and goals are important. In this case there is a lot, and we have a housing shortage. If we are talking about housing and variety of housing and what's available for people. Things might start to soften a little bit because of interest rates being where they are and so now there is a delicate balance between buying now or at a lower price with higher interest rates either way the barrier to getting into a single-family house at \$400,000 for a 3-bedroom 2-bath house is a big a mortgage, about \$3,000. When there is a 1% vacancy rate for multi-family tells us that there's a lot of people who want to live here. I spoke with a business owner today that had 4 of the 7 employees quit because they couldn't afford to live around here. They will charge market rates for as long as they can until they start seeing more vacancy, then they will lower the rates, but until then they will charge as much as they can. It is important for us to realize this people can put roommates on a rental, but they can't on a mortgage application. So, if we want to provide a place for our workforce to live and not move out of town to place that's more affordable then the only option is to have more multi-family. We need to keep our

youth workforce in mind because they can't afford to live here anymore and that is only the beginning of a large problem, and it is important that we get ahead of it.

3. 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.

Hampe – I think it poses problems with the maintaining or enhancing the community levels of service or just simply having parking issues and people parking on the road. I think that does create problems it creates problems not only for that development and the developments abutting but the ones down the road that have to travel through that area as well. I think it can make the road conditions hazardous at times.

Kimball – I think Hampe is correct and if it is appropriate staff should look at this and post it as no parking. That way it is enforceable.

Ward – There's a couple spots in town where the streets narrow around apartment buildings due to all the parking and you have to be careful. There is one off Poleline towards 41 on the north side of the road, I think it might be Tullamore, they are all lined with construction, and I think it is a big consideration.

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

Kimball – 16th is a major collector which is the definition of a higher road classification. It's less than a ¼ mile from Highway 41 which is a principal arterial.

Steffensen – Zorros is a minor collector.

Kimball – Right, which is on the other side.

5. 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.

Not Applicable

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

Not Applicable

Carey – I would like to find out more about the possibility of no parking on the street and how that would work, can it be a requirement?

Kimball – That's something staff can take care of at Site Plan Review.

Carey – So when they put in for a Site Plan.

Davis – Yes. We are at the point where we are simply making a recommendation of zoning to City Council. I'll echo what you have said, I have had conversations with business owners that have said they are about 20 staff short. Simply due to them not being able to afford to live here. Many individuals, as odd as it may sound, are migrating to Spokane and the Valley because it is a little more affordable. The market is pushing us towards more multi-family.

Carey – The people that spoke tonight were not against the apartments themselves just concerned with the parking.

Davis – Having 1 and 2 already there this seems like a natural fit. I think at Site Plan Review they can see if there are things that can help tighten restrictions on the parking and that would certainly help.

Kimball – Right, and I think City staff has the ability to decide that there is no parking on that road. Either they can or the developer can put signs out there. There are a bunch of major cross-sections that have no parking. This isn't germane to the conversation tonight

as to what the zoning should be. Looking at zoning it is surrounded by R3 and high-density in the county; I don't think anything other than R3 would be appropriate. It's to far from the highway corridor for commercial.

Motion to recommend approval to City Council finding R3 meets approval criteria PFMC 18.16.010 and 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be provided to City Council. Kimball

2nd by: Steffensen

Vote: Hampe – Yes; Ward – Yes; Davis – Yes; Kimball – Yes; Carey – Yes; Steffensen - Yes

Moved

- ~~B. **Zoning Recommendation** for Ashlar Ranch Annexation and **Review Requested** for Ashlar Ranch Subdivision File No(s). ANNX-0004-2022/SUBD-0004-2022 – Laura Jones, Associate Planner, to present a request for a recommendation to City Council for a zoning designation of Single-Family Residential (R1) upon annexation of approximately 10 acres, Additionally, a subdivision review request of 27 lots. Requested actions for both the annexation and subdivision is to provide a recommendation to City Council for the zoning designation of Single-Family Residential (R1) on approximately ten (10) acres as part of an annexation request into the City of Post Falls. Additionally, an approval to subdivide approximately ten (10) acres into 27 lots contingent on the Planning and Zoning Commissions recommendation of this zoning designation and annexation approval from City Council. The subject property is located east of Highway 41 and north of E. 12th Ave. The current land use is unutilized with an existing storage building with no physical characteristics or natural features that would pose hazardous and is over the Rathdrum Prairie Aquifer. The water would be provided by Ross Point Water District with the sewer provided by the City of Post Falls. The surrounding zoning and land use to the north is Kootenai County multi-family; to the east is Kootenai County single-family; to the south is Kootenai County single-family; to the west is Kootenai County multi-family the southwest is Crimson King Estates R1 subdivision and the to the northwest is the Bel Cielo III Annexation request (R3 multi-family).~~

~~Zone Change Review Criteria:~~

- ~~• The Future Land Use Designation is Transitional which is designated to lands suitable for growth and guidance for proposed growth can be located within the Focus Area. The Transitional Zone does not have implementing zoning districts so looking at the focus area is East Prairie Slated for relatively intensive residential development; East Prairie is well-positioned to mix development densities to leverage community services and transportation infrastructure.~~
- ~~• G.05 Keep Post Falls' neighborhoods safe, vital, and attractive. G.06 Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives. G.07 Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. G.08 Protect and maintain Post Falls' natural resources including clean air, soils, river, and aquifer, and minimizing light and noise pollution citywide. G.14 Involve the community of Post Falls in all local government planning and decision-making. P.01 Support land use patterns that maintain or enhance community levels of service; foster the long-term fiscal health of the community; maintain and enhance resident quality of life; promote compatible, well-designed development; implement~~

**Bel Cielo III Annexation
File No. ANNX-2-6
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Lake City Engineering

LOCATION: Generally located on the south of 16th Ave and east of Highway 41.

REQUEST: Zoning recommendation of High-Density Multi-Family Residential (R3) on approximately 4.84 acres. As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal and Exhibit
4. A-6 Auth Letter
5. A-7 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. S-4 Draft Annexation Development Agreement
10. PA-1 PFPD Comments
11. PA-2 KCFR Comments
12. PA-3 PFHD Comments
13. PC-1 Asadoorian Comments
14. PC-2 Burns Comments
15. PC-3 Hayes Comments
16. PC-4 Hayes Comments
17. PZ Staff Report
18. Testimony at the June 14, 2022, Planning and Zoning Commission ("Commission") hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the June 14, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 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 Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Laura Jones, Associate Planner

Ms. Jones presented the staff report. She testified that the applicant was seeking a recommendation for an initial zoning designation of High Density Residential (R-3) on approximately five (5) acres upon the annexation into the city of Post Falls. She explained that the general location is east of Highway 41 and south of E. 16th Ave.

Ms. Jones testified that the current land use developed with a single-family residence and the only natural characteristic or feature is that it is on the Rathdrum Prairie Aquifer. She testified that the water will be provided by the Ross Point Water District and the city of Post Falls will provide wastewater services.

Ms. Jones testified regarding the surrounding uses, explaining that to the north is a county property with a single-family home on a five acre lot, to the east and south is Kootenai County properties zoned for high density residential and developed as mobile home parks, to the west is previous Bel Cielo Apartment additions, which is zoned R-3 Multi-Family and to the Southwest is the Ashlar Annexation property.

Ms. Jones stated that the Future Land Use Map designates the area as Business/Commercial. She submitted that is designation promotes a mixture of moderate to high density housing types within walking distance of city commercial corridors as well as civic uses and other amenities. She testified that R-3 is an implementing zoning district for this land use designation.

Ms. Jones explained that this area is within the 41 North focus area, which is developing with land values that should pressure development that should attract a range of residents offering shared amenities, housing variety, and neighborhood scale services. She indicated that the focus area provides for multi-family, commercial, and tech uses near higher classified roadways and should be focused along arterial collector streets where traffic volumes exceed 4,000 trips per day.

Ms. Jones testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal five, six, seven, and fourteen to possibly be relevant and applicable goals. She testified that policies one and two may be appropriate for consideration by the Commission. Ms. Jones explained that in support of policy two, looking at the infrastructure, the city of Post Falls will provide water reclamation and Ross Point will provide water. She indicated that policies fifteen and twenty-four may also be applicable as they relate to ensuring adequate land is available for future housing needs to serve all ages and incomes through the provision of diverse housing types and price levels.

Ms. Jones testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. She stated that the site is over the Rathdrum Prairie Aquifer.

Ms. Jones testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. She explained that the site is located along higher classified roadways of E. 16th Ave., which is a major collector and Highway 41, which is a Principal Arterial. She asserted that staff has determined that the proposed development should not adversely impact the existing transportation network. She noted that further development of this area will foster future north-south connections of Zorros Rd. and a 1/8th mile backage road.

Ms. Jones testified that 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. She illustrated that the site is less than a quarter mile from the 41 corridor which is a higher intense urban activity area meeting these criteria.

Ms. Jones testified that the last criteria is inapplicable as there is not a request for industrial zoning nor are they located near any other industrial properties.

Ms. Jones, following a question from the Commission, noted that the illustration of the 1/8th mile backage road is a general location where it would run if there was no existing development. It will not be built out until the future if the apartment complexes redevelop.

Jon Manley, Planning Manager

Mr. Manley clarified that the backage road is a general location that may not be connected for some time. He noted that there are different ways to develop the backage road, either as a private drive or a public road, there is also flexibility in providing parking lots and drive aisles to meet that requirement. Mr. Manley noted that with the other project developing at the same time, they will be able to eventually get from Mullan to 16th.

Rob Palus, Assistant City Engineer

Mr. Palus explained the flexibility of utilizing parking and drive aisles and explained that the idea is when you are going through a parking lot if you're on one end of it you would very easily see that it's a fairly straight shot through to the next street or next parking lot. Making it intuitive and inviting for traffic to move along those roadways. Mr. Palus testified that Bel Cielo I and Bel Cielo II predate the Transportation Master Plan that incorporates the 1/8-mile backage road, so we recognize that it may not be achievable along the entire stretch of Highway 41, but it is something that we are trying to do. He explained that the ¼-mile is different, it's been in our Transportation Master Plan for well over 12-years and we anticipate it running along the east side of the property in question to get up to 16th Ave. and then continue to the north so the ¼-mile backage road will be a continuous roadway eventually from 12th Ave. to Prairie and continue north.

Drew Dittman, Lake City Engineering, Applicant

Mr. Dittman testified that this should look familiar to most of the Commission. He explained that they brought this in front of the Commission on October 8, 2019, it was unanimously approved for an R3 zone then it went to City Council the next month and was denied. He explained that the caveat was City Council thought the timing was a little off because of the Highway 41 construction and the fact that the traffic light at 16th was not installed yet. He attested that it is now installed just not functioning yet and Highway 41 is almost complete, and is scheduled for completion this summer, late summer early if fall.

Mr. Dittman explained that here we are here two years later bringing this back around, the timing is right, the only thing different from the first time is you have updated the Comprehensive Plan. He attested that the designation has changed from residential to Business/Commercial. He testified that R-3 is still one of the implementing zoning districts so that piece has not actually changed. He explained that he was to be brief and go on an assumptive close as you have seen this before and you did approve it before.

Mr. Dittman in addressing a comment from the Police Department, stated that we are aware of the parking issue. He testified that he was not involved in the design of the first two Bel Cielo so he cannot address the parking there. He noted that he did drive out there today to look at it and people do park on both sides of 16th St. and it is a bit congested. He stated that he does believe the construction going on makes it worse as the first several hundred feet of 16th is still torn up and it is gravel so that is probably exaggerating the problem a little bit. He attested that when they come back for a Site Plan Review on this next phase, they could certainly work with staff on trying to resolve or provide additional parking if they can.

Public Testimony:

The hearing was opened for public testimony.

Tom Wilkinson

Mr. Wilkinson wanted to express the danger of having parking on 16th as people dart out of the existing complex without looking because the cars are on the street and blocking the view. He stated that it is also not becoming to the neighborhood if they are going to build these types of complexes

there should be plenty of parking inside the parking lot and they need to make a section for visitors.

Samantha Steigleder

Ms. Steigleder testified that she is in opposition to high-density multi-family again. She stated that she did not realize this had already come before you two years ago. She indicated that she was not sure why mobile homes are considered high-density housing, to make it appear that this high-density request is going to be surrounded by housing of the same type, as she does not think there as many mobile homes per acre as there are apartment complexes per acre in an R3.

Ms. Steigleder testified that she is opposed to having 3 phases of R3 coming in like this. It seemed to her like they asked for some land that was approved for R3 and then bought another piece of land next to it and that is being approved for R3 when maybe it could have just been an ask for the whole 10-15 acres. She theorized that this way may have changed the public opinion at the time the original was approved.

Ms. Steigleder testified that the commercial mixed future use says that would be a mixed, but it seems like that is all R3 there is no commercial involved in anything. She noted that no twin homes or townhomes or mixed use are proposed and we are not pushing the developer to put in any diverse housing.

Mr. Steigleder testified that this does not meet goal three as she does not think this is attractive and will not stay attractive. She did not think Policy 4 applied as it is not really mixed use because we're talking about all R3 so there is not a lot of mixed use in there. She testified that it also relates to policy 6 and then policy 15 which states it has to be diversified, which this is not. She clarified that this is all R3 and they are not talking about putting any other type of product in there except for high-density housing. She testified that it really is not near arterial streets, it is a ¼ mile which when we say it like that it does seem very far, but remember track, that's one time around it and that feels like a lot when you walk it. She did not think this is as close to an arterial as they are promoting it.

Rebuttal

Drew Dittman, Lake City Engineering, Applicant

Mr. Dittman testified regarding the parking, and noted they are aware of it and so is staff and it will be a topic of discussion during the Site Plan Review. He explained that the high-density housing for the mobile homes, that actually is the zoning designation in Kootenai County, it is zoned high-density residential.

Mr. Dittman explained why they did not ask for all three up front, explaining that is because his client did not own all 3 properties at the time, they've bought them in succession as they've come up for sale and they've developed them. He stated that they are brought forth as they are purchased, and they are trying to make it one project and if you are familiar with that site at all you know there is a cross connection between phases one and two and there's actually some substrates in phase two that go into this next property. He explained that they have anticipated the best we can and trying to promote that connectivity there.

Questions for Staff

Jon Manley, Planning Manager

Mr. Manley, in response to questions from the Commission stated that the parking requirement for the first two phases was 2 spots per unit, which is sufficient and which they meet. He noted that they cannot control whether people park onsite or on the public street as it may be a personal choice.

Mr. Manley, in response to a question from the Commission regarding the how much of the city is R3

and how much of that is underdeveloped. He testified that there are not many sites that are zoned R3 that do not get developed. He noted that the city has one on the end of Corbin that is zoned R3 and then another one east of Ross Point Rd, east of the KFC area where we do have an approved site plan that is developing but the vast majority of our R3 is developed. He explained that out at Cabela's all that has been approved and developed but we do not have a lot of R3 just sitting around. He explained further that Montrose has some in the PUD and other PUD's we have some multi-family that is awaiting some future phase, so they do have a few pockets out there and Montrose has chosen to sell some of their areas for industrial purposes.

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 criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of High Density Residential (R-3) on approximately 4.84 acres upon the annexation into the city of Post Falls. The Commission finds that the Future Land Use Map designates this area as Business/Commercial and R-3 is an implementing zone.

The Commission finds that of the implementing zones, R-3 is the best fit as most of the other implementing zones are higher intensity and have higher densities.

The Commission finds that evidence and testimony demonstrate that the requested zoning designation consistent with the Future Land Use Map.

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 Commission finds the requested zone change being consistent with the following goals and policies contained in the comprehensive plan:

Goals:

Goal 5: Keep Post Falls' neighborhoods safe, vital, and attractive.

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active, and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

Goal 6: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.

All cities require functional, resilient transportation networks providing for the flow of people and materials. In assisting with this plan, residents urged improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the city. Residents also recognize the importance of transit services, as well as connectivity to regional ground, rail and air transportation systems.

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community;

Additional housing may help further long-term fiscal health of the community by providing living accommodations to the current and future workforce within the city.

- Maintain and enhance resident quality of life;

Diversified housing options assists with providing quality housing for different sectors of the community.

- Promote compatible, well-designed development;

Development will be required to meet City design standards for the proposed limited commercial and residential uses.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Transportation impacts, and sewer and water capacity are reviewed by city staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be in compliance with the relevant master plan prior to public hearing.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

This is addressed by the first review criteria in Criteria one of this recommendation.

- Compatibility with surrounding land uses;

The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are primarily residential in nature.

- Infrastructure and service plans;

Sanitary Sewer for the location would need to be extended from the property's southeastern boundary corner to the existing sewer in 12th Avenue. The property requesting annexation and zoning is identified in the City of Post Falls Water

Reclamation Master Plan as being serviced by a future 12" sewer main is this general location. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

The property is subject to the Sewer Surcharge for the 12th Avenue forcemain, as identified within the Development and Annexation Agreement. The 12th Avenue Surcharge is currently \$2,918.73 per service unit. The city is currently scheduled to construct the 12th Avenue force main in 2025.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

The Ross Point Water District would provide water service.

- Existing and future traffic patterns;

The property is adjacent to 16th Ave., a classified Major Collector roadway. The City's Transportation Master Plan identifies a Minor Collector, Zorros St., along the property's eastern boundary. Zorros Street is part of backage road system identified within the City's Master Plan and the SH41 Corridor Master Plan.

Zorros St., proposed along the projects eastern boundary will provide future access between 16th Ave and 12th Ave.

The Idaho Transportation Department (ITD) is currently in year two (2) of a 2-year construction project to widen SH41 and improve roadway capacity and safety. Part of the project includes construction of a traffic signal at 16th Ave. / SH41 (1/4 mile to the west). Signal structures have been constructed and electronics are being worked on. The signal is scheduled to be in operation late summer or early fall of 2022. SH41 widening improvements are most likely to be completed (late summer / early fall 2022) prior to development / certificates of occupancy on the site.

Goals and policies of the comprehensive plan, related master plan and/or facility plans.

The response to this is embedded within the evaluation within this section.

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

This site is currently undeveloped and under-utilized.

Policy 14: Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Idaho State Statutes and City ordinances associated with annexations have been followed.

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.

Annexation with residential zoning allows for further housing types and price levels.

There is a housing shortage and a lack of variety of housing that is available for people. Prices may start to soften a little bit because of interest rates being where they are and so now there is a delicate balance between buying now or at a lower price with higher interest rates. Either way the barrier to getting into a single-family house at \$400,000 for a 3-bedroom 2-bath house is a big a mortgage, about \$3,000.

When there is a 1% vacancy rate for multi-family that tells us that there's a lot of people who want to live here. Business owners today that had employees quit because they couldn't afford to live around here. Apartment owners will charge market rates for as long as they can until they start seeing more vacancy, then they will lower the rates, but until then they will charge as much as they can.

It is important to realize that people can put roommates on a rental, but they can't on a mortgage application. If we want to provide a place for our workforce to live and not move out of town to place that is more affordable then the only option is to have more multi-family. We need to keep our youth workforce in mind because they cannot afford to live here anymore and that is only the beginning of a larger problem, and it is important that we get ahead of it.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Additional rights-of-way along E. 16th Avenue will be dedicated as part of the annexation agreement. Dedications or rights-of-way and easement for Zorros Rd. would be required at the time of site development.

Policy 27: Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

Sidewalks and corresponding frontage improvements will be constructed as part of the development of this site.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services;

Compliance with associated master plans has been outlined previously and identified in Development and Annexation Agreement. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

- Provision of necessary rights-of-way and easements;

Dedication of additional rights-of-way and associated easements have been described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors;

No know environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

- Timing that supports orderly development and/or coordinated extension of public services;

As expansion of Highway 41 reaches completion annexation of properties east of the highway will be in line with orderly development. SH41 widening from 12th Ave. to the north is scheduled for completions in late summer / early fall of 2022.

- Comprehensive plan goals and policies.
The response to this is embedded within the analysis within this section.

Policy 47: On an ongoing basis, work to obtain water rights whenever possible through annexation, acquisition from landowners, or through application.

All water rights associated with the site will be relinquished to Ross Point Water District as part of the annexation agreement.

Policy 63: Ensure annexations include a means to assure the logical extension of Post Falls' parks and open space system, benefitting adjoining neighborhoods and the overall community.

As east of HWY 41 develops, the need for additional future community and neighborhood scale recreation facilities will require additional park land acquisition to create a consistent distribution of parks and facilities the larger community enjoys. Further the Target Park areas map in the Comprehensive Plan illustrates this area need.

This impact is mitigated through the collection of impact fees which are collected at the time of building permit issuance.

Policy 71: Promote the planting and protection of trees citywide, helping;

- Beautify and enhance community value;
- Provide shade and comfort;
- Affirm the city's association with the outdoors and its historic origins;
- Provide wildlife habitat.

Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required at the time of development.

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

All development associated with this proposal will be connected to municipal wastewater systems will not utilize a septic system.

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 Commission finds that the proposed area is adjacent to a Major Collector, 16th Ave. which is designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along these sections of roadway are approximately 4,000 vehicles per day

The Commission finds that the proposed area is adjacent to a Minor Collector, Zorros St. which is designed to accommodate traffic volumes of 2,000 - 6,000 vehicles per day. In 2035 the projected volumes along these sections of roadway is approximately 780 vehicles per day.

The Commission notes the parking issues and people parking on the road, which does create problems, not only for that development and the developments abutting but the ones down the road that must travel through that area as well. The road conditions may be hazardous at times.

The Commission suggests staff should look at this issue and determine if it should be posted as no parking zone, that way it is enforceable.

The Commission finds that the requested zoning is in conformance with the 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 thru collection of Transportation Impact Fees.

Water and Sanitary Sewer:

The Commission finds:

Water: Water service is provided by Ross Point Water District.

Sanitary Sewer: Sanitary Sewer currently located south of the property in 12th Avenue. Sewer would need to be extended to the site, from 12th Avenue as part of site development. The City of Post Falls does not currently possess easements or rights-of-way from 12th Avenue to the site. The developer would need to secure appropriate rights—of-way or easements to extend the sewer as part of site development. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The Commission notes that the property will be subject to the Sewer Surcharge for the 12th Ave. forcemain, as previously indicated.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Water Reclamation Master Plan – Collections. Current capacity of the City's Water Reclamation System is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

The Commission finds that the proposed residential use is adjacent to other residential uses and is therefore compatible.

Future Land Use Designation:

The Commission finds that the Future Land Use Map depicts the land use designation for this area as Business/Commercial and R-3 is an implementing zoning district for that designation.

Geographic/Natural Features:

The site is located of over the Rathdrum Prairie Aquifer and contains no other geographic or other

natural features that would adversely affect development of the site.

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

The proposed zone is located along higher classified roadways. 16th Ave. is a Major Collector and is less than ¼ mile away from Highway 41 which is a principle arterial. Zorros is a minor collector and will be on the other side. The Commission finds that the high density residential zoning is along streets with higher road classification and this criterion is satisfied.

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 Commission finds this criterion inapplicable to the 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 Commission finds this criterion inapplicable as the request is not for industrial and there are no industrial uses or industrial zoned properties within the area.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-22-6, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments and a motion to recommend approval of the recommended zoning upon annexation was made, the motion carried unanimously. The Planning and Zoning Commission hereby recommends that City Council approved the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for High Density Residential (R-3) on approximately 4.84 acres upon successful annexation of the property.

8/9/22

Date

Attest

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.

Amber Blanchette

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Tuesday, July 26, 2022 2:51 PM
To: Amber Blanchette
Subject: FW: Bel Cielo III Annexation File No. ANNX-22-6
Attachments: Bel Cielo III Annex CC NTJ.pdf

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amber,

YPL has reviewed the attached project and does not have any comments or concerns based on its location from the pipeline ROW.

Let me know if there are any questions.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Tuesday, July 26, 2022 3:41 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Zipty) <david.sauer@zipty.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfallsidaho.org>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn

<marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfallsidaho.org>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfallsidaho.org>; Robert Seale <rseale@postfallsidaho.org>; Robin Bekkedahl <robin.bekkedahl@avistacorp.com>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfallsidaho.org>; Shelly Enderud <SEnderud@postfallsidaho.org>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfallsidaho.org>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <lgallop@postfallsidaho.org>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; Joe Malloy <jmalloy@postfallsidaho.org>; Josh Walker <jwalker@postfallsidaho.org>; Kenny Shove <kshove@postfallsidaho.org>; Kerri Thoreson <kerrit@postfallsidaho.org>; Lynn Borders <lborders1@frontier.com>; Ron Jacobson <rjacobson@postfallsidaho.org>; Nathan Ziegler <nziegler@postfallsidaho.org>

Subject: [EXTERNAL]Bel Cielo III Annexation File No. ANNX-22-6

This Message Is From an External Sender

This message came from outside your organization.

Good afternoon,

Attached is the notice to jurisdiction for the named annexation for City Council on August 16th. The draft staff report will be on the city's website shortly.

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338

Email: amberb@postfallsidaho.org



Fear is an illusion, ready to be overcome...

The City of Post Falls will be changing our domain soon to POSTFALLS.GOV. Be watching for it.

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

Amber Blanchette

From: jonie@postfallshd.com
Sent: Tuesday, August 2, 2022 12:51 PM
To: Amber Blanchette
Subject: RE: Bel Cielo III Annexation File No. ANNX-22-6

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Post Falls Highway District recommends the City of Post Falls Annex 16th Street to the eastern most property line and use 16th Street for ingress/egress.

Jonie Anderson
Administrative Assistant 1
Post Falls Highway District
p 208.765.3717
f 208.765.0493
contactus@postfallshd.com



From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Tuesday, July 26, 2022 2:41 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfallsidaho.org>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie



DEQ Response to Request for Environmental Comment

Date: August 9, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: July 26, 2022
Applicant/Description: ANNX-22-6

Thank you for the opportunity to respond to your request for comment. While the Idaho Department of Environmental Quality (DEQ) does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <https://www.deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts/>

DEQ has not completed a thorough review of the documents provided, therefore, the following general comments should be applied as appropriate to the specific project:

1. Air Quality

- **Fugitive Dust** - All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in IDAPA 20.02.01.071.03 and IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required.
- **Open Burning** - Open burning of demolition or construction debris is not an allowable form of open burning as defined by IDAPA 58.01.01.600. Demolition and construction debris must be treated in accordance with solid waste regulations.
- For questions, contact Shawn Sweetapple, Air Quality Manager, at (208) 769-1422.
- **Air Quality Permits** - IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For permitting questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- If connecting to an existing wastewater utility, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the sewer provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

For questions, contact Matt Plaisted, DEQ Water Quality Engineering Manager, at (208)769-1422.

3. Drinking Water

- DEQ recommends using an existing drinking water system whenever possible or construction of a new drinking water system. Please contact DEQ to discuss this project and to explore options to best serve the future residents of this development and provide for protection of ground water resources.
- If connecting to an existing public or non-public drinking water system, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the water provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval. All projects for construction or modification of public drinking water systems require preconstruction approval.

- If any private wells will be included in the proposed project, DEQ recommends at a minimum testing the private well for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208) 769-1422.

4. Surface Water

- **Water Quality Standards.** Site activities adjacent to waters of the United States (US) must comply with Idaho's Water Quality Standards (WQS) (IDAPA 58.01.02). The WQS provide limits to pollutants to assure water quality for the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water. The federal Clean Water Act (CWA) requires states to list current conditions of all state waters (required by §305(b)), including publicly-owned lakes (required by §314), and to list waters that are impaired by one or more pollutants (required by §303(d)).
 - WQS: <http://www.deq.idaho.gov/water-quality/surface-water/standards/>
 - Current conditions of state waters (with interactive map): <http://www.deq.idaho.gov/water-quality/surface-water/monitoring-assessment/integrated-report/>
- **Point Source Discharges.** Site activities that discharge pollutants into waters of the US in Idaho may require Idaho Pollution Discharge Elimination System (IPDES) coverage (IDAPA 58.01.25) or the Environmental Protection Agency (EPA) National Pollution Discharge Elimination Program (NPDES) coverage.
 - <http://www.deq.idaho.gov/permitting/water-quality-permitting/ipdes/>
- **Construction activities.** Construction activities should implement Best Management Practices (BMPs) to control, prevent, or minimize pollution. Construction activities disturbing areas greater than one acre of land that may discharge stormwater directly or indirectly into waters of the US require development and implementation of a Stormwater Pollution Prevention Plan (SWPP) under a Construction General Permit with EPA NPDES.
 - <http://www.deq.idaho.gov/water-quality/wastewater/stormwater/>
- **Stream channel/lakeshore alteration and dredge and fill activities.** Site activities that disturb ground below the ordinary high water mark (OHWM) within streams/lakeshores must have a permit under IDAPA 37.03.07 (administered by Dept. of Lands) and IDAPA 58.13 (administered by Dept. of Water Resources). Activities that discharge fill material below the OHWM must have a permit under Section 404 of the CWA (administered by US Army Corps of Engineers). All activities must also comply with Idaho Water Quality Standards.
 - Idaho Department of Water Resources permits: <https://idwr.idaho.gov/streams/>
 - Idaho Department of Lands permits: <https://www.idl.idaho.gov/lakes-rivers/lake-protection/index.html>
 - US Army Corp of Engineers permits: <https://www.nww.usace.army.mil/Business-With-U/Regulatory-Division/>

For questions, contact Robert Steed, Surface Water Manager at (208) 769-1422.

5. Solid/Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Solid Waste.** The disposal of all solid waste must comply with Idaho's Solid Waste Management Rules (IDAPA58.01.06). No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that all activities comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."
- **Underground Storage Tanks.** DEQ requests that the installation of all underground storage tanks and piping along with any required testing and owner/operator training comply with Idaho's Rules Regulating Underground Storage Tank Systems (IDAPA 58.01.07)

6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. The Panhandle Health District regulates all ASTs over the Rathdrum Prairie aquifer. EPA regulates ASTs at all other areas. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 769-1422, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

For questions, contact Gary Stevens, Waste & Remediation Manager, at (208) 769-1422.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208)769-1422.

Dan McCracken, Regional Administrator, Coeur d'Alene



POST FALLS SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

June 20, 2022

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

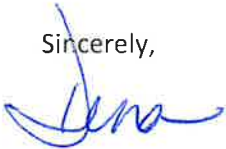
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator



06/06/2022

PUBLIC COMMENT

Bel Cielo III Annexation

File No. ANNX-22-6

Exhibit: 4B

Applicant: Lake City Engineering

Location: East of Highway 41 and south of E. 16th Ave

Request: To annex approximately 5.14 acres with High-Density Multi-Family R3 zoning.

Hearing Date: June 14, 2022

Questions list:

Name: Kent & Anne Hayes

Address: 1117 N Maverick Lane, Post Falls, ID 83854

Email: kentanne2000@yahoo.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: Opposed

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: No

Comments: The features of the area indicate that this development is in a transitional zone from Hwy 41 to a residential area that is primarily rural. This proposed development is far too dense--it is right next to high-density apartments that already exist, and the existing properties down the rest of 16th transition quickly into large residential rural plots of up to 5 acres. The

existing apartment complexes on 16th provide sufficient high-density housing; this property should not add to that, but should be used for lower density housing.

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.: No

Comments: 16th Avenue is a rural road with no shoulder along most of its length, as is Meyer to which 16th transitions. To say that this road is a higher road classification mischaracterizes it. This road is used by people who are accessing their rural properties, and the current apartments that the city has already permitted that egress onto 16th have already created problems. The street is widened at that end of the road near 41, but there are cars lined up along it on both sides, blocking visibility, and dumping a lot of traffic onto the road from the existing apartments. That part of 16th is a traffic hazard and an eyesore.

3. 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.: Yes

Comments:

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

Comments:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?:

Comments: While this is simply an administrative question, the existing land use plans and general plans may be being followed, but ongoing development in Post Falls indicates that the city is not promoting the best interests of the residents of the area as indicated by the extremely high number of apartments that are being developed.

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: No

Comments:

Subdivision

Please Provide Your Position on the Proposed Subdivision: Opposed

1. Has the subdivision made definite provisions for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed?: No

Comments:

2. Have adequate provisions been made for a public sewage system and can the existing municipal system accommodate the proposed sewer flows?: No

Comments:

3. Are the proposed streets consistent with the transportation element of the comprehensive plan?: No

Comments:

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?: No

Comments:

5. Is the area proposed for subdivision zoned for the proposed use and do the proposed uses conform to other requirements found in the City Code?: No

Comments:

6. Has the developer 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.: No

Comments:

Amber Blanchette

From: Howard Burns <burns_crew@yahoo.com>
Sent: Sunday, August 7, 2022 1:26 PM
To: Public Hearing Notice
Subject: Letter to City Council via email only

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Howard Burns:

Howard Burns

502 S Rocky Pt Ct, PF, ID 83854

August 7, 2022

Sent via email only to:

To the City Council and Planning Dept of Post Falls, Idaho

Regarding the hearings for Bella Cielo III and Ashlar Ranch scheduled for August 16, 2022.

It seems unfortunate that more land is being considered for apartments. The Rudeen Corporation/Bella Cielo III, will have another chunk of Post Falls for it's portfolio. There is NO reason to annex this property into the City as R-3. Please review the Staff Reports for the two hearings noted above. These two properties are almost the same distance from Hwy 41. The eastern boundary of the Bella Cielo request is equal distant from Hwy 41 as the western boundary of the Ashlar Ranch property. The Ashlar property is approximately 300 feet further 'away' from Hwy 41. The Staff reports for the two sites imply that both are 'acceptable'. The Bella Cielo report makes reference to the proximity of the land to Hwy 41 yet the Ashlar report does not discuss that point. The reports are geared to what is requested, not what the City needs or desires. Does every property request get a report generated to 'bless' the applicant's desired outcome? 300 feet means Hwy 41 is no longer a factor in decision-making? It seems to be reason that the Staff finds R-3 and Bello Cielo III acceptable?

What about a transition from apartment/commercial to R-1? That would seem to be R-2 with a two story height limit/ same height limit as R-1?

The Ashlar Ranch plan is true family housing. Decent size lots with real yards. Yes, not a lot of them, but a product in the correct location given surroundings.

A recession is considered likely and supply chain issues have not been resolved. Let the world straighten out before deciding on adding more multi-family zoning /rentals to Post Falls. **Deny Bel Cielo or, at a minimum, make it R-2 zoning.**

In the hope that the 2035 Post Falls will still have at least a semi-small town feel.

Howard W Burns

phnotice@postfallsidaho.org

Written Comments

Public Hearing Information

Aug 16, 2022

Bel Cielo III Annexation

File No. ANNX-22-6

My name is Ron McGhie and I live at 7253 W Big Sky Drive.

Please do more to control the growth and today's rapid expansion and high-density residential apartments. The planning and zoning commissions do not have to let the owner or developers annex in any ACI area they want with any combination of zoning they like. Listening to many of the developer's presentations, it appears they don't think they have to even disclose what they are actually going to build and can change the zoning anytime they decide. There is currently a lot of in-fill that could be annexed before you destroy what little is left of the Rathdrum Prairie north of Prairie Street. The question is, do you need more high-priced apartments or more of the rural and agricultural land. The council should decide this for the people not the developers.

The existing Bel-Cielo Apartments website states "Need significant income to qualify". The Architerra Echelon Village website "Suggest an income of \$82,800 per year for a small rental". The Developer's are not building affordable housing for city workers. The prices will continue to rise as the people from out of state leave the ghettos and high crime areas. *Are we going to turn our small-town appearance, agriculture, and rural scenic area into an Urban and Residential Sprawl to make them feel at home? If you build the apartments and they will come!!!*

An R-2 zone would be more reasonable and a better transition between the 10ac of Bel-Cielo Apartments, the 20ac of existing mobile home parks and the 10 ac of R-1 being proposed in Annx 1004-2022

Please do more to control growth and consider the following Idaho State Codes

67-6502 Local Land Use Planning Purpose – to promote the health, safety and general welfare of the people

- a. **To protect property rights while making accommodations for necessary types of development such as low-cost housing and mobile home parks.**
- g. **To avoid undue concentration of population and overcrowding of land.**

67-6508 Planning Duties- The plan shall consider previous and existing conditions, trends, compatibility of land uses.

- a. **Property Rights policies do not violate private property rights, adversely impacting property values.**

n. Agriculture- An analysis of agricultural base of the area including agricultural lands and farming agricultural uses in the community.

67-6511 Zoning district

- a. Where appropriate, establish standards to regulate and restrict the height, number of stories and size**

Thank you for your consideration and time
Ron McGhie

"Please confirm receipt to, mcghie1945@gmail.com thank you"]

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 8/16/2022

DATE: 8/10/2022 1:49 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Zoning Criteria Ordinance File No. TA-22-5

ITEM AND RECOMMENDED ACTION:

The Planning Division is seeking to amend Title 18 to accomplish attaining more clarity within the Zone Change review criteria. The proposed language is in line with State's LLUPA Title 67 (Exhibit S-2).

The following are the current review criteria:

- A. Amendments to the zoning map should be in accordance with the Future Land Use 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 proposed review criteria are the following:

1. Is the proposed zoning district consistent with the vision for the area contained in the currently adopted Post Falls Comprehensive Plan;
2. Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, the Post Falls School District.

DISCUSSION:

Exhibit S-1 (Draft Ordinance), details the code sections that are being requested to be modified, the underlined text represents the proposed new language and the strikethrough text being removed. This draft Ordinance was forwarded with a recommendation for approval by the Planning and Zoning Commission on July 12, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

On July 12, 2022, the Planning and Zoning Commission forwarded a recommendation of approval for the proposed changes.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING
MEETING DATE: AUGUST 16, 2022**

DATE: August 10, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JON MANLEY, PLANNING MANAGER
jmanley@postfallsidaho.org / 208-457-3344
SUBJECT: ZONING CRITERIA ORDINANCE

ITEM AND RECOMMENDED ACTION:

The Planning Division is seeking to amend Title 18 to accomplish attaining more clarity within the Zone Change review criteria. The proposed language is in line with State's LLUPA Title 67 (Exhibit S-2).

The following are the current review criteria:

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DISCUSSION: Exhibit S-1 (Draft Ordinance), details the code sections that are being requested to be modified, the underlined text represents the proposed new language and the ~~striketrough~~ text being removed. This draft Ordinance was forwarded with a recommendation for approval by the Planning and Zoning Commission on July 12, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: N/A

APPROVED OR DIRECTION GIVEN: On July 12, 2022, the Planning and Zoning Commission forwarded a recommendation of approval for the proposed changes.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-3 Planning and Zoning Commission Staff Report
Exhibit S-1 Draft Ordinance
Exhibit S-2 State Zone change Requirements
Exhibit PA-1 PFHD Comments
Exhibit S-4 Minutes 7-12-2022
Exhibit S-5 Updated Draft Ordinance
Exhibit PA-2 PFHD Comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: July 8, 2022

TO: POST FALLS PLANNING & ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER, 457-3344, jmanley@postfallsidaho.org

SUBJECT: STAFF REPORT FOR THE JULY 12, 2022 P&Z MEETING
ZONING CRITERIA ORDINANCE

FILE NUMBER/NAME: TA-22-5 / ZONING CRITERIA ORDINANCE

APPLICANT: Post Falls Planning Division

REQUESTED ACTION: The Planning Division is seeking to amend Title 18 to accomplish attaining more clarity within the Zone Change review criteria. The proposed language is in line with State's LLUPA Title 67 (Exhibit S-2).

The following are the current review criteria:

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The proposed review criteria are the following:

1. Is the proposed zoning district consistent with the vision for the area contained in the currently adopted Post Falls Comprehensive Plan;
2. Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, the Post Falls School District.

PROPOSED CHANGES: Exhibit S-1 (Draft Ordinance), details the code sections that are being requested to be modified, with the underlined text being the proposed new language and the ~~strike through~~ text being removed. The following is an overview of the proposed changes:

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
Kootenai County Fire	Kootenai Electric	Time Warner Cable
PF Highway District	Ross Point Water	PF Police Department
PF School District	Verizon	Utilities (W/WW)
Avista Corp. (WWP-3)	Idaho Department of Lands	Urban Renewal Agency
Department of Environmental Quality	Panhandle Health District	Kootenai County Planning
Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	TransCanada GTN	TDS

- **Post Falls Highway District (Exhibit PA-1)** – Responded with no comment.

MOTION OPTIONS: The Planning Commission must provide a recommendation pertaining to the requested amendment to City Council, of which at a later date, an additional Public Hearing will be heard by City Council. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a later date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a later date certain.

ATTACHMENTS:

Staff Submittals:

- Exhibit S-1 Draft Ordinance
- Exhibit S-2 State Zone Change Requirements

Testimony:

- Exhibit PA-1 PFHD Comments

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR [PROVISION]; 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.

WHEREAS, the Mayor and City Council find that [INSERT]; and

WHEREAS, after public hearing on the hereinafter provided, and after recommendation of the Community Development Department, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Post Falls as follows:

SECTION 1. That the third paragraph of Post Falls Municipal Code Section 18.16.010 is amended to read as follows:

18.16.010: ESTABLISHMENT OF ZONING DISTRICTS:

Zoning districts are tools created to aid implementation of land use policies found within the comprehensive plan. Through the provision of standards, zoning districts regulate the height, bulk, and placement of buildings, establish residential densities, and regulate the uses of land and buildings. The following zoning districts are established and shall be applied and depicted upon the official zoning map of the City. Every lot and parcel of land, within the incorporated City of Post Falls shall be classified in one of the zoning districts established by this section.

The regulations for each district shall apply uniformly to each type of land use, except as otherwise provided. No building, structure or land shall be used or occupied and no building or structure or

part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations specified in this title. No yard area or lot existing at the time of passage of this title shall be reduced in dimension or area below the minimum requirements set forth in this title. Yards or lots created after the effective date hereof shall meet at least the minimum requirements set forth in this title.

Zoning is assigned following consideration of the criteria contained in Section 18.20.100 ~~such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. Commercial and high density residential zoning is typically assigned along streets with a higher road classification. 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. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.~~

SECTION 2. That Post Falls Municipal Code Section 18.20.100 is amended to read as follows:

18.20.100: AMENDMENT OF ZONING MAP:

An amendment of the zoning map may consist of the amending, supplementing, changing or repealing of the regulations, restrictions and/or boundaries of the zone classification of land by ordinance in accordance with applicable provisions of Idaho Code. ~~Amendments to the zoning map should be in accordance with the future land use map and the goals and policies found in the Post Falls Comprehensive Plan.~~

A. Application: Any application for a zone map amendment or zoning upon annexation shall include the information required by the application forms supplied by the Zoning Administrator, the information required by State law and information otherwise required by this title or by the Zoning Administrator, commission or Council. In addition, the application shall provide a description of the amendment or zoning requested along with a statement that

describes the rationale for the request, how it conforms to the Comprehensive Plan, and why the City should consider the amendment or establish the zone.

B. Public Hearing: Public hearing(s) shall be held before the Planning and Zoning Commission, and City Council, using the hearing and notice procedure required by law.

C. Zone Map Amendment Review and Approval Criteria: At the close of the required public hearings, the Planning and Zoning Commission and the City Council will evaluate whether the requested zoning meets each of the following criteria:

1. Is the proposed zoning district consistent with the vision for the area contained in the currently adopted Post Falls Comprehensive Plan;

2. Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, the Post Falls School District.

D. In addition to the Zone Map Amendment criteria contained in subsection C of this section, the City Council will also consider the following criteria when the request is for initial zoning upon annexation:

1. Is annexation of the property in the best interest of the city (Legislative Decision).

EE. Decision: The City Council, upon receipt of a recommendation from the Planning and Zoning Commission, and after review of the record, staff report, and materials received at the public hearing shall render a decision to adopt, modify, or reject the amendment. Upon granting or denying an application, the Council shall specify the reasons for approval or denial. An amendment, if approved, shall be made part of this title upon the preparation and passage of an ordinance. If an amendment of the zoning map, submitted by parties other than staff or a City commission or board, is denied by the City Council, a subsequent application for amendment of the zoning map for the subject property cannot be submitted to the City within one year of such denial unless a request for application consideration is received and approved by the City

Council. Such request shall be submitted to the Community Development Department, with the appropriate fee, and shall provide the City Council with reasons why the application should be accepted and processed. The City Council will review the request, determine whether or not the proposal is significantly different than the one denied and permit an application to be accepted and processed or deny the request.

SECTION 3. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on June ___ 2022.

APPROVED, ADOPTED and SIGNED this day of June, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

DRAFT

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR [PROVISION]; 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.

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which [DESCRIPTION]; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of June, 2022.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which [DESCRIPTION], and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of June, 2022.

Warren J. Wilson, City Attorney

DRAFT



Idaho Statutes

Idaho Statutes are updated to the web July 1 following the legislative session.

TITLE 67

STATE GOVERNMENT AND STATE AFFAIRS

CHAPTER 65

LOCAL LAND USE PLANNING

67-6511. ZONING ORDINANCE. (1) Each governing board shall, by ordinance adopted, amended, or repealed in accordance with the notice and hearing procedures provided under section 67-6509, Idaho Code, establish within its jurisdiction one (1) or more zones or zoning districts where appropriate. The zoning districts shall be in accordance with the policies set forth in the adopted comprehensive plan.

(a) Within a zoning district, the governing board shall where appropriate establish standards to regulate and restrict the height, number of stories, size, construction, reconstruction, alteration, repair or use of buildings and structures; percentage of lot occupancy, size of courts, yards, and open spaces; density of population; and the location and use of buildings and structures. All standards shall be uniform for each class or kind of buildings throughout each district, but the standards in one (1) district may differ from those in another district.

(b) Within an overlay zoning district, the governing board shall establish clear and objective standards for the overlay zoning district while ensuring that application of such standards does not constitute a regulatory taking pursuant to Idaho or federal law.

(2) Ordinances establishing zoning districts shall be amended as follows:

(a) Requests for an amendment to the zoning ordinance shall be submitted to the zoning or planning and zoning commission which shall evaluate the request to determine the extent and nature of the amendment requested. Particular consideration shall be given to the effects of any proposed zone change upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction. An amendment of a zoning ordinance applicable to an owner's lands or approval of conditional rezoning or denial of a request for rezoning may be subject to the regulatory taking analysis provided for by section 67-8003, Idaho Code, consistent with the requirements established thereby.

(b) After considering the comprehensive plan and other evidence gathered through the public hearing process, the zoning or planning and zoning commission may recommend and the governing board may adopt or reject an ordinance amendment pursuant to the notice and hearing procedures provided in section 67-6509, Idaho Code, provided that in the case of a zoning district boundary change, and notwithstanding jurisdictional boundaries, additional notice shall be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered, and any additional area that

may be impacted by the proposed change as determined by the commission. Notice shall also be posted on the premises not less than one (1) week prior to the hearing. When notice is required to two hundred (200) or more property owners or purchasers of record, alternate forms of procedures which would provide adequate notice may be provided by local ordinance in lieu of posted or mailed notice. In the absence of a locally adopted alternative notice procedure, sufficient notice shall be deemed to have been provided if the city or county provides notice through a display advertisement at least four (4) inches by two (2) columns in size in the official newspaper of the city or county at least fifteen (15) days prior to the hearing date, in addition to site posting on all external boundaries of the site. Any property owner entitled to specific notice pursuant to the provisions of this subsection shall have a right to participate in public hearings before a planning commission, planning and zoning commission or governing board subject to applicable procedures.

(c) The governing board shall analyze proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan, or would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction, the governing board may require the request to be submitted to the planning or planning and zoning commission or, in absence of a commission, the governing board may consider an amendment to the comprehensive plan pursuant to the notice and hearing procedures provided in section 67-6509, Idaho Code. After the plan has been amended, the zoning ordinance may then be considered for amendment pursuant to paragraph (b) of this subsection.

(d) If a governing board adopts a zoning classification pursuant to a request by a property owner based upon a valid, existing comprehensive plan and zoning ordinance, the governing board shall not subsequently reverse its action or otherwise change the zoning classification of said property without the consent in writing of the current property owner for a period of four (4) years from the date the governing board adopted said individual property owner's request for a zoning classification change. If the governing body does reverse its action or otherwise change the zoning classification of said property during the above four (4) year period without the current property owner's consent in writing, the current property owner shall have standing in a court of competent jurisdiction to enforce the provisions of this section.

History:

[67-6511, added 1975, ch. 188, sec. 2, p. 515; am. 1983, ch. 121, sec. 1, p. 314; am. 1985, ch. 141, sec. 1, p. 384; am. 1987, ch. 329, sec. 1, p. 688; am. 1992, ch. 269, sec. 4, p. 833; am. 1999, ch. 396, sec. 8, p. 1105; am. 2003, ch. 142, sec. 1, p. 411; am. 2011, ch. 89, sec. 3, p. 194; am. 2013, ch. 216, sec. 1, p. 507.]

How current is this law?

Search the Idaho Statutes and Constitution

Amber Blanchette

From: jonie@postfallshd.com
Sent: Tuesday, July 5, 2022 2:36 PM
To: Amber Blanchette
Subject: File No TA-22-5; Zoning Approval Criteria

Follow Up Flag: Follow up
Flag Status: Flagged

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PFHD has no comment



Jonie Anderson
Administrative Assistant 1
Post Falls Highway District
p 208.765.3717
f 208.765.0493
contactus@postfallshd.com



The consent calendar includes items which require formal Commission action, but which are typically routine or not of great controversy. Individual Commission 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 Commission agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- a. Minutes – June 29, 2022, Planning and Zoning Commission Meeting
- b. Zoning Recommendation – Douglass Properties Annexation File No. ANNX-0002-2022

Motion to approve as presented Hampe
2nd by Steffensen
Vote Steffensen – Yes; Carey – Yes; Kimball – Abstain; Davis – Abstain; Ward – Yes;
Hampe - Yes
Moved

2. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Commission on an issue that is 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 that 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, by subsequent appointment. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring action must be placed on the agenda of an upcoming meeting. As such, the Commission cannot 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.

None

3. UNFINISHED / OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

None

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:

- A. **Recommendation** to amend the Zoning Approval Criteria (File No. TA-22-5) in Title 18 Chapter 16 and 20 to facilitate new Zone Change criteria that are clearer and more

concise to City Council – Bob Seale, Community Development Director, to present – The requested action is to review and approve the requested amendment to Title 18 to accomplish attaining more clarity within the Zone Change review criteria. The proposed language is in line with State’s LLUPA Title 67. There are 6 current review criteria that speak to the Comp Plan with the last three typically viewed as not applicable. Staff proposes the 2 new criteria to replace the current 6 as follows:

1. Is the proposed zoning district consistent with the vision for the area contained in the currently adopted Post Falls Comprehensive Plan;
2. Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, the Post Falls School District.

The proposed changes in Title 18 are: PFMC section 18.16.010: Establishment of Zoning Districts, third paragraph is amended to read as follows: Zoning is assigned following consideration of the criteria contained in Section 18.20.100. and in section 18.20.100 the first paragraph is amended to read: An amendment of the zoning map may consist of the amending, supplementing, changing, or repealing of the regulations, restrictions and/or boundaries of the zone classification of land by ordinance in accordance with applicable provisions of Idaho Code. Subsection C is amended to read as follows: C. Zone Map Amendment Review and Approval Criteria: At the close of the required public hearings, the Planning and Zoning Commission and the City Council will evaluate whether the requested zoning meets each of the following criteria:

1. Is the proposed zoning district consistent with the vision for the area contained in the currently adopted Post Falls Comprehensive Plan;
2. Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, the Post Falls School District.

Subsection D is added and amended to read as follows: D. In addition to the Zone Map Amendment criteria contained in subsection C of this section, the City Council will also consider the following criteria when the request is for initial zoning upon annexation:

1. Is annexation of the property in the best interest of the city (Legislative Decision).

Then the subsection C is amended and renumbered to read as follows: E. Decision:

Idaho Statutes Title 67 is where we pulled the proposed language from as it reads: Requests for an amendment to the zoning ordinance particular consideration shall be given to the effects of any proposed zone change upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction. After considering the comprehensive plan and other evidence gathered through the public hearing process. The governing board shall analyze proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan or would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts.

All agencies have been notified and the Post Falls Highway District responded with no comment.

Kimball – It comes down to the demonstrable par; the burden is upon whom to demonstrate the adverse impact.

Seale – For example, a larger user was intended to go into an area that would never receive the type of sewer services that would be needed for that which could potentially

be considered a demonstrable adverse impact to an area. Or if the traffic volumes were higher due to putting a high intense commercial development into an area that can't handle those types of traffic volumes wouldn't work. So, who is supposed to indicate that, staff reviews all of that.

Kimball - So, I look at it from a project action, things that generally have impact not zoning. So, if its zoned R1 but there's 2 houses instead of 20 houses the zoning doesn't necessarily dictate the impact. We live in a world of mitigation of impact verses adverse impact, and we don't talk about any mitigation in this. We have the Fire Department here tonight and I think any new building permit has the ability to have an adverse effect on their ability to provide services because that means more call volumes. So, you can see how this will snowball quickly if someone raises their hand and says any type of zoning will slow down any response time to my house. How do we address that?

Seale – Looking back at the Comprehensive Plan; we went through a long public process to create it that addresses the long-term growth of the area and we tried to fit everything within it. So, it comes down to whether or not it is outside of our Master Plans; are our Master Plans reflecting the potential for zoning classifications within an area. Has it been planned for, is it prepared for that? You are correct where anyone can say it will have an effect on them and they can say they have to wait for 4 cars now to get out of their driveway. Does that meet the criteria, does it exceed what would be anticipated for that area; it comes down to the impact upon delivery of services as opposed to individuals being impacted, i.e., fire, sewer, water, school districts. Is it planned for or is it to be mitigated through the process? Most gets mitigate through the process as we are referring to our Master Plans for the overall development of those areas.

Kimball – Right, the City has some great Master Plans and are very in-depth and so are the Capital Improvement Plans. But not every political subdivision necessarily does, the School District struggles with planning, they do their best, but they struggle. The Highway District etc. they're all beyond the scope, the Fire Department has struggled in the past and they finally have their impact fee stuff. The questions are, who has to demonstrate the impact? Is it the Fire Department coming here and saying there is going to be a problem or is it the public that has burden or the applicant?

Seale – When it comes to demonstrable impact we always ask for input from the other jurisdictions and agencies and see if they have any input regarding a change to the zoning or development and they have the opportunity to provide comments. Sometimes they do have comments however, a lot of the time there is no response because it falls inline with what they've anticipated in the area. We have also had individuals of the public make comment that caused a pause in the process to seek out additional information to verify the validity of the issue or the impact of the issue. For example, the zone change off of Pleasant View that information was brought forward that it used to be a dump site. So, the question was can this be developed on? You can develop on a dump site however, there are certain remediations prior to development which lead to the applicant withdrawing the application. So, either can bring forward information that may be applicable in order to make the best decision possible.

Kimball – I guess I want to understand that we are not going to leave it to lay people to claim adverse impact versus those actual political subdivisions having the comment.

Seale – If there is something that is brought into question and is something that we need to make sure they are aware of and it's not just a blank comment. As staff we are aware of a lot of the different issues that all of the different agencies face, and we want to make

sure they are informed. It is ultimately up to the agencies to demonstrate that they can or cannot meet those services that are required.

Hampe – I kind of get where it's going with this conversation but, can you tell me exactly what is meant by political subdivision.

Seale – Herrington, would you mind defining that.

Herrington – The city and all cities are incorporated political subdivisions of the state of Idaho as well as most water and sewer districts are kind of a subsection of political subdivisions. Basically, any entity that provides public services.

Hampe – I kind of gathered that but I wanted to be clear. In the discussion with Kimball and his point of how or when it's brought to us and we ask if it demonstrates adverse impact how do we determine that. Is it from entities like the police department or is it from public comment, but we can't really say that because it could be from any of those, correct?

Seale – Potentially it could be, however, I would always recommend relying on the professionals within the field that happen to have expertise within that area to be able to provide comment. Staff does try and provide as much information as possible in the staff reports that relate to potential impact of zoning, annexations, etc. There have been situations where the applications never make it forward because the annexation was determined to not have services to it anytime in the near future.

Hampe – Which brings up a good point, by the time it's brought to Planning and Zoning or to City Council it's already been vetted and has a stamp of approval from city staff, correct?

Seale – Yeah, I would say majority of the time, we do meet with people that are looking to annex and sometimes they just can't meet the criteria. They do come in with proposals and there are conversations that recommend them to go a different route and they can decide whether or not to follow staff's recommendations and still try and make an argument that they meet all the criteria based on their existing proposals. Yes, we have a lot of different conversations and we wouldn't allow for an annexation or zoning application to come before the Commission or the Council without having been essentially vetted through the process. It has to meet the minimum criteria to make it that far typically and if it is making that far without staff's stamp of approval it will be noted in the staff reports that there are questions or adverse issues that we would want to address prior to development.

Hampe – Some of those are in conditions, I can only remember once in the years I've sat up here that the city staff didn't approve it I think it was a proposed annexation that didn't touch city at all. They still brought it forward and staff and the attorney said, this doesn't meet and that is the only time I can think of. The point is even though staff has done their homework and vetted it there is reason why it comes to us. This has to be in part from comment and from testimony it can't just rely on staff, otherwise there wouldn't be this process.

Seale – Right.

Davis – You can go back and look at a couple different times that we've had public comment that said I'm not sure if you are aware of this or not but there

Hampe – Yes, we have had that, yes.

Davis – Right, that's the process.

Seale – There are different situations where staff is evaluating it against the Comp Plan, and it can be somewhat general. Certain areas could be looked at a little closer and determine whether or not it meets the vision of what is considered the people. Looking at

the city as a whole, we do look at all of that these are professional staff that have been trained and educated.

Hampe – I just want to be sure that everyone is being heard and if this is only a matter of once it's brought to us, if there isn't an expert in the field that doesn't get up and say I don't think this will work, then we don't listen to anything else because obviously if there is public testimony and there is public comment we have to take some of that into consideration otherwise it's not really the process that it's supposed to be, right. I'm not arguing that I just want to make sure that I feel like it's understood.

Seale – I think what the criteria changes are providing you is a little more flexibility as you are looking at it. The older criteria, a lot of the time as you read them, you realized that the proposal had nothing to do with some of them, like industrial zoning therefore it wasn't applicable. Most of the time you were only really considering 3 criteria out of the 6 essentially. And would talk about the same points as you would with just these 2.

Hampe – Okay, makes sense.

Herrington – Going back to Kimball's comment on the demonstrable adverse impact on the delivery of services, I think the best evidence on that will be the letters from ITD, Fire, I think the burden is on those political subdivisions who provide those services to make those claims that there will be an adverse impact on their services, and I think that it's an unmitigated impact. When we consider subdivisions, we talk about impact fees and the cost of development paying for itself I think it is similar analysis there as far as if there are ways to mitigate that impact, they're going have an objection about access or something like that. There's a way to mitigate that by having them fund a roundabout or some other higher intersection. I think that is what the criteria is getting at.

Seale – That is a good point, the Post Falls Highway District had provided a comment for a recent annexation that restricted access onto Prairie so therefore it was conditioned that any development of the site did not enter onto Prairie.

Kimball – Should we add some sort of language with regards to mitigation; unmitigated adverse impact, I'm asking the question because I think it kind of leads us down a path to not consider mitigation.

Herrington – Other jurisdictions have added some of that unmitigated adverse impact language so that would be something to consider.

Kimball – For instance, Ross Point Water District have will-serve letters but most of our annexation agreements say that all water rights go to the water purveyor that's one of those things where it's an adverse impact and it's how we have taken care of it in the past. I think adding the language is appropriate it leads everyone down a path of making sure if there is an adverse impact there's mitigation involved.

Herrington – I think we can explore some of that language and it forward.

Seale – I like the idea of adding the potential use of the word unmitigated.

Hampe – What exactly is unmitigated?

Seale – As Herrington stated, impact fees help to mitigate a lot of those issues and cap fees help to mitigate future issues. So, you have a narrow little 2-lane road that can't handle a whole lot of traffic however there is a large development coming in and part of that mitigation could be road widening to allow for the additional volume of traffic. So, by widening the road to help increase the volume of traffic it can handle is mitigating the potential impact.

Hampe – Unmitigated, so the discussion is by adding unmitigated there's a way to correct it then that's okay. So, number 2 is that still??

Seale - If there's an adverse impact anticipated from a development or an annexation that can't be mitigated, that's the demonstrable adverse impact. If it could be mitigated maybe that doesn't fall under a demonstrable adverse impact so adding the word unmitigated it allows for that ability to make those modifications in order to correct the potential future problem.

Hampe – I understand now.

Testimony

In Favor

Neutral – Samantha Steigleder – I am neutral, I think the language is getting a lot vaguer and I don't like that as much. I think it will make citizen comment less impactful with the additional vagueness and the way it's been talked about. We talked about what demonstrable and what it means but what does it really mean, do we need to have slide up here to show traffic statistics, do we need to go through a neighborhood and get 100 people to agree with something, or have a certain percentage of people that we ask the question say that it will have an adverse impact, so I think demonstrable at least in my line of work there has to be a goal set. I think it is increasingly vague. I also think that to the point of having the services be the ones to demonstrate the issue, they don't respond, I am sorry, but Fire always says that their issues will be looked at during the time of building permit or something. But no one else responds, not even the School District, that had to vote twice for levee. So, I would ask why we would do that because they don't respond in the regular process, why would they come up here after hours and talk about these issues. Mitigated or unmitigated how, so, yes, the road is too small, and we make them make it wider when they're building its mitigated at the time of building but if we consider impact fees that doesn't at the time of putting people in houses or apartments actually solve the problem that we don't have enough services. Maybe that impact fee isn't enough to hire another Firefighter or buy another rig or build another building so that impact fee isn't really mitigating the issues of the new building. I just think that is a little narrow. Hampe, you talked about staff recognizing the issue and if it is on the staff, it's already been talked about before it gets to public hearing right, they generally don't bring things that have issues so if it's on the staff to find the issues, I don't think that is appropriate either. The Comprehensive Plan contains the goals and policies, correct, I would love more language about what meets a goal or a policy. Others including myself have come up here and explained how it doesn't meet certain goals and policies, yet staff says it does so who wins? I would love more clear language about what are our top five goals or the most important five policies or maybe citizens have 10 policies for every 3 the city staff has. What are other cities doing in the area, this change was from a state change, I think is great we are trying to keep the laws similar. What is Rathdrum, Athol, or Hayden doing, if state laws are changing are we the only ones that are changing what we are looking at.

Chris Wag, Fire Chief – I think there is some misunderstanding about the Fire Departments involvement, I want you to understand we're involved from the get go on any project. So, when we get to the comment phase I think we often, due to already mitigating all of our problems our Fire Marshals when someone brings a new subdivision or a new project forward, we have been involved since step one. We have already made sure the drive lanes are wide enough and those things are done with city staff, oftentimes you never see the original plan turns into the final plan that you all approve or disapprove or recommend for approval. I think it is important for everyone to understand this isn't

something where we write a form letter at the end and say no worries it's something that we feel comfortable writing that letter because we've been involved. So, if it didn't meet the fire codes, access codes and we had significant concerns early on or there weren't enough hydrants to cover an area, or the street wasn't wide enough to get a fire apparatus down and put our jacks out for our ladder truck that all been done in the planning process long before it ever comes to you in a public hearing. I also want to remind you that impact fees do not pay for operations impact fees pay for capital new capital items only.

In Opposition

Davis – That is a good point in the sense of the number of agencies because if you throw that up there, I think you'd see a vast number of them that have been or are involved from ground zero.

Carey - And if they don't respond it's pretty much our assumption that they don't have any problem, or everything is okay with their department or their division.

Seale – Correct, that is typically how it goes. We occasionally receive notice to jurisdiction from Spokane and we will review on whether or not we want to respond. Typically, we don't unless it happens to impact our city. As a note, I have been in regular contact with the School District regarding all the annexations and applications, they do remain neutral and I have indicated that I have been working with Dena and she has provided us a letter that indicates that the School District does remain neutral but that they reserve the right to come back with a comment if they review something that is outside of their typical neutral set standing. We do work closely with them to help them find locations for land and help to talk about that with the developments that do come in. Again, this is zoning and annexation criteria, so this is very broad in terms of the delivery of public services. Most of it is not looking at development specifically that comes later at the subdivision or site plan phase. So, is it within the Post Falls Fire Districts area and do they have it planned for serving and when it comes to widening of streets that just follows those Master Plans? So, it is very broad and why keeping these general allows for that wide range of discussion but again it's a very broad decision already when you are looking at what zone to choose and whether or not to annex.

Herrington – I'd also like to add that the State Code is broad and most other cities and other jurisdictions do have similar codes like this. There's nothing wrong with our existing zoning criteria we're not changing to be more in line or anything like that we are just trying to simplify because right now at least in our code it is in 2 different places, it isn't consolidated into 1 area.

Seale - I also want to note that there were no changes to the state code we are just modifying it.

Kimball – Can we go to item D, the legislative part. In speaking about the demonstrable part, is more concrete of the decision however, in D I think this is where the public has their clout so to speak. Is it in the best interest of the city; I think this is where it's the subjective part not the objective part where an opinion has more weight than fact.

Davis – So, you are saying this section has more opportunity for impact when it comes to public comment.

Kimball – Right, I don't think we are necessarily stripping the power away from the public by talking about the impacts. I think this is the part where the public and the public's opinion of whether they want it or not and whether it's in the best interests of them as citizens of the city is probably their power lies.

Comments:

Kimball – In all honesty my feelings are a little mixed; I like solid criteria because I am trying to be as black and white as possible. I understand the generality and why we are doing it and it's following state code to mimic the requirements. I think we should add the unmitigated part to the language, so it gives a route forward and gives the agencies the ability to create mitigation and the ability to move something forward which is important for all the citizens. If there are problems created, then being able to mitigate them is important.

Hampe – I have issues understanding that we should only rely primarily on the experts; city staff, engineers, of course this has to carry a lot of weight I just feel like we are being told that we can't listen to what anybody has to say except the experts, and I don't like that.

Cary – Where are you hearing that?

Davis – I didn't hear it, but?

Hampe – I think the City Attorney said something to that effect.

Herrington – I don't think anyone is limiting comment or anything.

Hampe – No not comment but consideration of that comment.

Herrington – What I was saying was to the demonstrable adverse impact upon the delivery of services by any political subdivision. I was saying the best evidence is probably going to come from that political subdivision so, if there is an issue with the road it would be coming from ITD.

Hampe – I thought you said it needed to.

Herrington – It doesn't need to I'm just saying that is the best evidence.

Hampe – What I heard was obviously not correct, when I heard that I thought it was being said that that is where we need to take our consideration from.

Herrington – No, I was just saying that for the adverse impact, if there was going to be an adverse impact to access onto Highway 41 that letter is going to come from ITD.

Which will be the best evidence that there is a demonstrable adverse impact; if ITD is saying access can't be made to this particular parcel that would be a demonstrable adverse impact. I am not saying that is all the evidence, I am saying that is likely the best source of evidence from that political subdivision. The criteria is specific to the services by a political subdivision.

Hampe – So, the current criteria is.

Herrington – The proposed.

Hampe – So, that's the point, you want to change it from where that is not the language to it being the language where it needs to come...

Davis – Again, I don't think you are saying it needs to come. The best source of that information would be from, in that case, ITD, the expert, the best source. I feel honestly in any case the best source generally comes from an expert in that field however, it does not take away from anybody's ability and I would encourage anyone to come up and speak. They always have that opportunity, is don't just come up and say I don't like apartments they cause crime, bring data, bring information. In Boise, we have seen xyz so data and information are always going to important, and citizens can bring those up. I don't think anyone is saying it can only come from experts its just in most cases or in many cases that expert information realistically should be what we're basing a lot of our decision on not all of it but a lot of it.

Ward – Like having a fire inspection having the guy from the convenience store show up and the chief I'd listen to the chief.

Hampe – I am not arguing that, what I am saying is this process is for nothing if that's what we're going to look at. If all we are going to look at is was that adverse impact shown by ITD, or by another services provider if it has to come from there and we are looking at number 2 and we say nope that was already determined it has an adverse impact and if there was no adverse impact reported by any of those agencies then number 2 is ago. I feel like it is being really restrictive.

Seale – I just want to say that most of what you are wanting to consider from the public comment falls under number 1. Is it consistent with the vision area contained in the comprehensive plan? Again, digging into the comprehensive plan and reading those area in particular can help guide your decision-making process.

Herrington – To follow up that language from 2 comes straight out of the State Code and again it is the delivery of services by a political subdivision providing public services. To the crime thing, crime is not a public service. I think you're right it is restrictive by design.

Hampe – Because it is supposed to be.

Herrington – It is for that prevision of public services.

Hampe – Whether I like it or not, if it's supposed to be that way then I have to play by the rules. I just want to make sure that I am not saying let's change something that is more restrictive and not something that we absolutely need to do.

Kimball – I can tell you as a person who stood on the other side of the podium in this jurisdiction and others, the knife cuts both ways when it comes to agency comment. If an agency makes a comment that the applicant doesn't like, they have to prove the agency is wrong or that their mitigating it. If an agency has no problems and a la person gets up there and says no there's a problem, but I don't have evidence to that effect then we should also weigh that in the same manner.

Hampe – I do understand what you are saying, I have had questions on traffic maybe putting high density on Highway 41 before there were improvements. Obviously, it's a mess, but the engineer has come up and talking about trips per day, etc. however, I drive down the road and it's terrible I can see it from driving down the road and people pulling out in front of others, do we really want to add to that? Maybe that kind of congestion is allowed by whatever standard there is. But does it have adverse impact, yeah, I think so. Sometimes what's allowed isn't the most comfortable thing or safest thing but its allowed, there is a minimum and a maximum and were hanging out along the maximum its not comfortable for most people. So, I've heard the engineer come up and say its allowed but you can see that it's a mess and I just sometimes have to questions whether common sense is being used.

Motion to recommend approval to City Council amending the language to include the word unmitigated with the respect to the demonstrable impact. It would read does the proposed zoning district create an unmitigated demonstrable adverse impact and the reasoning for that being explained in our deliberations earlier. - Kimball

2nd by Ward

Vote Hampe – No; Ward – Yes; Davis – Yes; Kimball – Yes; Carey – Yes; Steffensen - Yes

Moved

5. ADMINISTRATIVE / STAFF REPORTS

None

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR [PROVISION]; 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.

WHEREAS, the Mayor and City Council find that [INSERT]; and

WHEREAS, after public hearing on the hereinafter provided, and after recommendation of the Community Development Department, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Post Falls as follows:

SECTION 1. That a new definition of *Demonstrable Adverse Impact* is added to Section 18.12.010 as follows:

Demonstrable Adverse Impact: For the purpose of the zoning review criteria contained in Section 18.20.100, a *Demonstrable Adverse Impact* is a provable or verifiable negative impact created by the change in zoning classification impacting the ability of a public agency to provide services within the city beyond those created by the current zoning classification.

SECTION 2. That the third paragraph of Post Falls Municipal Code Section 18.16.010 is amended to read as follows:

18.16.010: ESTABLISHMENT OF ZONING DISTRICTS:

Zoning districts are tools created to aid implementation of land use policies found within the comprehensive plan. Through the provision of standards, zoning districts regulate the height, bulk, and placement of buildings, establish residential densities, and regulate the uses of land and buildings. The following zoning districts are established and shall be applied and depicted upon the official zoning map of the City. Every lot and parcel of land, within the incorporated City of Post Falls shall be classified in one of the zoning districts established by this section.

The regulations for each district shall apply uniformly to each type of land use, except as otherwise provided. No building, structure or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations specified in this title. No yard area or lot existing at the time of passage of this title shall be reduced in dimension or area below the minimum requirements set forth in this title. Yards or lots created after the effective date hereof shall meet at least the minimum requirements set forth in this title.

Zoning is assigned following consideration of the criteria contained in Section 18.20.100 ~~such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. Commercial and high density residential zoning is typically assigned along streets with a higher road classification. 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. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.~~

SECTION 3. That Post Falls Municipal Code Section 18.20.100 is amended to read as follows:

18.20.100: AMENDMENT OF ZONING MAP:

An amendment of the zoning map may consist of the amending, supplementing, changing or repealing of the regulations, restrictions and/or boundaries of the zone classification of land by ordinance in accordance with applicable provisions of Idaho Code. ~~Amendments to the zoning map~~

~~should be in accordance with the future land use map and the goals and policies found in the Post Falls Comprehensive Plan.~~

- A. Application: Any application for a zone map amendment or zoning upon annexation shall include the information required by the application forms supplied by the Zoning Administrator, the information required by State law and information otherwise required by this title or by the Zoning Administrator, commission or Council. In addition, the application shall provide a description of the amendment or zoning requested along with a statement that describes the rationale for the request, how it conforms to the Comprehensive Plan, and why the City should consider the amendment or establish the zone.
- B. Public Hearing: Public hearing(s) shall be held before the Planning and Zoning Commission, and City Council, using the hearing and notice procedure required by law.
- C. Zone Map Amendment Review and Approval Criteria: At the close of the required public hearings, the Planning and Zoning Commission and the City Council will evaluate whether the requested zoning meets each of the following criteria:
 - 1. Is the proposed zoning district consistent with the vision for the area contained in the currently adopted Post Falls Comprehensive Plan;
 - 2. Does the proposed zoning district create a *Demonstrable Adverse Impact* upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, the Post Falls School District.
- D. In addition to the Zone Map Amendment criteria contained in subsection C of this section, the City Council will also consider the following criteria when the request is for initial zoning upon annexation:
 - 1. Is annexation of the property in the best interest of the city (Legislative Decision).

E. Decision: The City Council, upon receipt of a recommendation from the Planning and Zoning Commission, and after review of the record, staff report, and materials received at the public hearing shall render a decision to adopt, modify, or reject the amendment. Upon granting or denying an application, the Council shall specify the reasons for approval or denial. An amendment, if approved, shall be made part of this title upon the preparation and passage of an ordinance. If an amendment of the zoning map, submitted by parties other than staff or a City commission or board, is denied by the City Council, a subsequent application for amendment of the zoning map for the subject property cannot be submitted to the City within one year of such denial unless a request for application consideration is received and approved by the City Council. Such request shall be submitted to the Community Development Department, with the appropriate fee, and shall provide the City Council with reasons why the application should be accepted and processed. The City Council will review the request, determine whether or not the proposal is significantly different than the one denied and permit an application to be accepted and processed or deny the request.

SECTION 4. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 6. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances.

It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 7. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on July ____ 2022.

APPROVED, ADOPTED and SIGNED this _____ day of July, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR [PROVISION]; 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.

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which [DESCRIPTION]; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of July, 2022.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which [DESCRIPTION], and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of July, 2022.

Warren J. Wilson, City Attorney

DRAFT

Amber Blanchette

From: jonie@postfallshd.com
Sent: Tuesday, August 2, 2022 1:11 PM
To: Amber Blanchette
Subject: RE: Zoning Approval Criteria TA-22-5

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Post Falls Highway District has no comment.

Jonie Anderson
Administrative Assistant 1
Post Falls Highway District
p 208.765.3717
f 208.765.0493
contactus@postfallshd.com



From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, July 29, 2022 2:42 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Zipty) <david.sauer@zipty.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfalls.gov>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mbylton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljon@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor,

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Subject: Zoning Approval Criteria TA-22-5

Good afternoon,

Attached is the notice to jurisdiction for the Zoning Approval Criteria Amendment for City Council on August 16th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



Fear is an illusion, ready to be overcome...

The City of Post Falls will be changing our domain soon to POSTFALLS.GOV, Be watching for it.

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

CITY OF POST FALLS
AGENDA REPORT
Unfinished Business
MEETING DATE: 8/16/2022

DATE: 8/9/2022 2:58 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl
SUBJECT: Utilities Impact Fee Methodology Memorandum

ITEM AND RECOMMENDED ACTION:

City Council reviews the attached Impact Fee Methodology Memorandum and makes a recommendation to the Utilities Division whether to further pursue alternative methods for cost recovery of water reclamation and drinking water utility infrastructure projects.

DISCUSSION:

The City of Post Falls Water Reclamation Division presents the attached memorandum outlining an Impact Fee Methodology. This memorandum has been developed as part of the ongoing WRF Facility Planning Study effort. It is intended to introduce the topic of impact fees for utility infrastructure and how they differ from the existing capitalization fee. The goal of the memorandum is to present enough information for the City Council to determine if further effort to formalize an impact fee for adoption is warranted.

Impact fees, permissible by Idaho Code, allow for the collection of fees to recover an equitable share of development related future system expansion costs whereas capitalization fees are limited to collecting funds relative to existing infrastructure. Post Falls currently collects capitalization fees for cost recovery with the fee updated annually. The methodology for calculating our capitalization fee was developed in 2017 by the FCS Group to ensure the fee is in line with the Idaho Supreme Court decision NIBCA v. City of Hayden (2015).

While impact fees allow for cost recovery related to future infrastructure needs, they also increase administrative requirements for the City. Regular calculation of the impact fee requires detailed planning and cost estimating for all future system improvements relative to developable areas. Exhibit 2 in the memorandum further details the pros and cons of retaining the existing methodology, developing a consolidated impact fee, or some combination thereof.

Further pursuit of an impact fee methodology would not require adoption of the fee; any methodology would come back before City Council for consideration. A potential impact fee could be used instead of capacity fees or as two separate fees intended to capture the current and future impacts of growth more completely. There are additional costs to develop the methodology. These costs were included in the Facility Planning Study scope as an optional item with a budgeted amount not to exceed \$36,940. The Utilities Division requests input from the City Council as to whether this additional effort should be pursued.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Contract with JUB Engineers from the Water Reclamation Facility Planning Study and Financial Plan

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$36,940

BUDGET CODE:

651-463.3209.95500

To: Craig Borrenpohl - Utilities Manager, City of Post Falls **Date:** May 17, 2022
From: Angie Sanchez Virnoche – Principal, FCS GROUP
CC: Mike Conn – Project Manager, J-U-B Engineers
RE Impact Fee Methodology

The City of Post Falls (City) recovers a proportionate share of the cost of existing water and wastewater infrastructure from development through capitalization fees. The Idaho Supreme Court held in *North Idaho Building Contractors Association (NIBCA) v. City of Hayden (2015)* that the cost basis for water and wastewater capitalization fees must be limited to the cost of replacing existing infrastructure. Thereby limiting the ability of the City to recover costs associated with future facilities to supporting growth-related capital investment.

Recognizing the limited ability of capitalization fees to recover an equitable share of system expansion costs from development, the City has expressed interest in exploring the possibility of implementing impact fees for its drinking water, and wastewater utilities to supplement or replace them. This memo documents the basic methodology for calculating impact fees, explaining the key differences between the impact fee methodology and the methodology underlying the City’s existing capitalization fees.

Impact Fee Methodology

Title 67, Chapter 82 of the Idaho Code, also known as the Idaho Development Impact Fee Act (“IDIFA”), authorizes public agencies in Idaho to impose impact fees on development. Section 67-8202 of the Idaho Code establishes the following purposes for IDIFA:

1. Ensure that adequate public facilities are available to serve new growth and development;
2. Promote orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the cost of new public facilities needed to serve new growth and development;
3. Establish minimum standards for the adoption of development impact fee ordinances by governmental entities;
4. Ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of public facilities needed to serve new growth and development and to prevent duplicate and ad hoc development requirements; and
5. Empower governmental entities which are authorized to adopt ordinances to impose development impact fees.

A core element of the impact fee methodology involves defining a proportionate share of costs that have been incurred (or that will be incurred) to provide capacity to serve new development. Section

67-8207 of the Idaho Code requires impact fee calculations to consider:

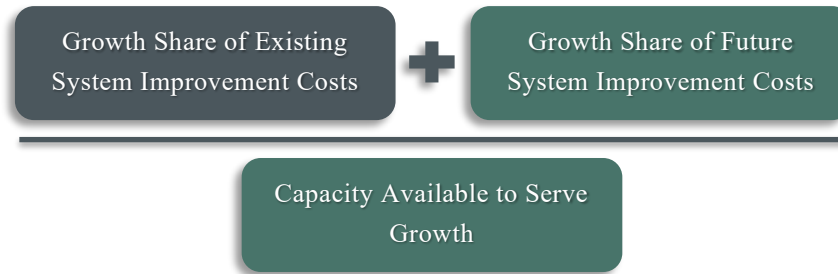
- The cost of existing system improvements, and the means by which those improvements have been financed.
- The extent to which new development has contributed or will contribute to the cost of system improvements, both existing and future.
- The extent to which the new development should be credited for providing system improvements, without charge to other properties within the service area or areas;
- Extraordinary costs, if any, incurred in serving the new development;
- The time and price differential inherent in a fair comparison of fees paid at different times; and
- The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation.

Section 67-8203 (28) of the Idaho Code defines “system improvements” as “capital improvements to public facilities designed to provide service to a service area including, without limitation, the type of improvements described in Section 50-1703, Idaho Code.” Eligible improvements include water and wastewater infrastructure, among other improvements. Section 67-8208 of the Idaho Code requires agencies that impose an impact fee to prepare a capital improvements plan including:

- A description of all existing public facilities and their existing deficiencies, as well as a reasonable estimate of all costs and a plan to develop the funding resources related to curing the existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding, or replacing of such facilities to meet existing needs and usage;
- A description of all system improvements, their estimated schedule for completion, and their costs necessitated by and attributable to new development to provide a level of service not to exceed the level of service adopted in the development impact fee ordinance;
- An analysis of the total capacity, the level of current usage, and commitments for usage of capacity of existing capital improvements, which shall be prepared by a qualified professional planner or by a qualified engineer licensed to perform engineering services in the state of Idaho;
- The total number of service units attributable to new development and the projected demand for system improvements required by new units projected over a reasonable period of time not to exceed twenty (20) years.

Exhibit 1 summarizes the general impact fee methodology based on the statutory requirements outlined above.

Exhibit 1: General Impact Fee Methodology



Impact Fees vs. Capitalization Fees

Section 67-8209 of the Idaho Code states that “credit or reimbursement shall be given for the present value of any construction of system improvements or contribution or dedication of land or money required by a governmental entity from a developer for system improvements of the category for which the development impact fee is being collected, including such system improvements paid for or pursuant to a local improvement district.” Consequently, it is important to consider how the City’s recovery of costs through capitalization fees affects the City’s ability to recover costs through impact fees.

The most conservative interpretation of this language suggests that the City would need to credit developers for their capitalization fee payments when determining the applicable impact fees. An alternative interpretation (which we would recommend confirming with the City attorney) is that the City would only need to credit developers for their capitalization fee payments to the extent that they reflect costs that are also built into the impact fee. This perspective is consistent with the best practice of ensuring that the various fees in place do not overlap in the costs that they recover.

When considering whether to recover costs through impact fees or capitalization fees, it is important to recognize the differences in how the fees are calculated.

In *Loomis v. City of Hailey (1991)*, the Idaho Supreme Court ruled that the connection fee is to be calculated “by dividing the net system replacement value by the number of users the system can support.” For the purpose of calculating the connection fee, the “net replacement value” is defined as the gross system replacement value less unfunded depreciation and outstanding bond principal. The Supreme Court similarly held in *North Idaho Building Contractors Association (NIBCA) v. City of Hayden (2015)* that the cost basis for water and wastewater connection fees should be limited to the cost of replacing existing infrastructure. This decision removed future project costs from the connection fee cost basis.

Consistent with the authority provided by Section 50-1030(f) of the Idaho Code, the *NIBCA v. City of Hayden* decision clearly establishes the purpose of the capitalization fee as “replacing and depreciating the existing water and sewer systems, and any extensions thereof.” In contrast, Section 67-8202 of the Idaho Code establishes the purpose of the impact fee as recovering “a proportionate share of the cost of new public facilities needed to serve new growth and development.” The capitalization fee includes existing facilities at current replacement cost (net of unfunded depreciation), while the impact fee is limited to recovering the original cost of existing facilities.

Both fees reflect a deduction for outstanding debt principal, recognizing that new customers will pay for their share of those costs through ongoing service rates.

The methodologies also differ in terms of their denominator. The capitalization fee methodology divides the allocable costs by the number of users (capacity units) the existing system can support. The impact fee cost basis is separable into two parts: the existing facilities component is divided by the total system capacity (existing capacity plus added capacity), while the future facilities component (which only includes the share of project costs allocable to growth) is divided by the number of capacity units added.

Cost Recovery Alternatives

Exhibit 2 summarizes the policy alternatives available to the City for recovering system capital costs (including both historical and planned future investments in infrastructure) from development through capitalization fees and impact fees.

Exhibit 2: Summary of Capital Cost Recovery Alternatives

Alternative	Pros	Cons
<u>Status Quo:</u> Capitalization Fee (Cap Fee) Only; No Impact Fee	<ul style="list-style-type: none"> ● Simplest to administer ● Consistency between what existing customers have paid under post-Hayden methodology and what future customers will pay 	<ul style="list-style-type: none"> ● Cannot recover costs associated with future projects until the related facilities are online
<u>Option 1:</u> Retain Cap Fee + Introduce Full Impact Fee (existing and future costs)	<ul style="list-style-type: none"> ● Can recover both existing and future system costs attributable to growth ● Can recover costs associated with future expansion projects in advance ● Greater consistency between what existing customers have paid and what future customers will pay 	<ul style="list-style-type: none"> ● Legal exposure of new fee recovering utility expansion costs. ● Capitalization fee will go down over time as assets are replaced and moved into the impact fee ● Introduces complexity of calculating two charges and ensuring that they do not overlap in the costs recovered ● Increases administrative requirements for the City
<u>Option 2:</u> Retain Cap Fee + Introduce Partial Impact Fee (future costs only until projects are complete)	<ul style="list-style-type: none"> ● Can recover costs associated with future expansion projects in advance; otherwise consistent with status quo ● Highest overall level of cost recovery 	<ul style="list-style-type: none"> ● Legal exposure of new fee recovering utility expansion costs. ● Potential for double charging ● Introduces complexity of calculating two charges and ensuring that they do not overlap in the costs recovered ● Increases administrative requirements for the City
<u>Option 3:</u> Consolidated Impact Fee (Replaces Cap Fee)	<ul style="list-style-type: none"> ● Single charge simpler than tracking two charges ● Can recover costs associated with future expansion projects in advance 	<ul style="list-style-type: none"> ● Does not recover existing system costs. ● Requires comprehensive future project list ● Increases administrative requirements for the City

* In Option 1, there is a wrinkle with respect to the inclusion of existing facility costs in the impact fee cost basis. Specifically, Idaho Development Impact Fee Act (IDIFA) requires that if the cost of an existing asset is included in the cost basis, that cost needs to be offset by any funding from other sources and amounts previously paid by development. While it is possible to carve out the growth-related share of the currently existing asset inventory and build it into the impact fee, the net cost included in the calculation would need to consider prior cap fee payments. For this reason, we would characterize the Option 1 impact fee as funding the growth-related share of future projects and the growth-share of existing infrastructure that is added after the impact fee has been established. For everything that is already in or on the ground, we recommended leaving those costs in the cap fee cost basis so that we can say with relative certainty that the projects included in the impact fee do not need to be adjusted for amounts previously paid by development.

An additional distinction of Option 1 envisions keeping all of the costs that are built into the impact fee in the impact fee. When a future project has been completed, it remains in the impact fee as an existing facility cost that benefits growth. The cap fee could reduce over time under this structure. It is unlikely it would ever reduce entirely as the impact fee cannot include the cost of future replacement projects. This option avoids overlapping costs by ensuring that costs recovered through the impact fee never make it into the capitalization fee – when updating the capitalization fee calculation, it is important to make sure that completed capital projects that are booked as existing assets do not end up in the capitalization fee cost basis (to the extent that they are in the impact fee cost basis).

Option 2 envisions establishing the impact fee as a tool to recover growth-related future project costs until the project has been completed and booked as an existing asset – at that point (or the next calculation update following that point), the project is moved from the impact fee cost basis to the cap fee cost basis. This option avoids overlapping costs by ensuring that the impact fee only recovers future project costs that are ineligible for inclusion in the cap fee. Under this approach, the impact fee itself will eventually go away as the system reaches buildout and the capital shifts exclusively to replacement projects.

Option 3 envisions rolling both existing and future facility costs allocable to growth into a consolidated charge, which avoids overlapping costs by building everything into a single charge. Moving to a consolidated impact fee would preclude the City from recovering any cost not eligible for inclusion in the impact fee – this would limit the fee to existing and future system costs attributable to growth and would require deducting projects funded by grants, contributions or other external sources.

Exhibit 3 provides a summary of the existing and future facilities recovered by each fee.

Exhibit 3: Summary of Cost Recovery by Fee

Fee	Existing Facilities (Buy-in)	Existing Facilities (Oversized for Growth)	Future Facilities (Growth-Related)
<u>Status Quo:</u> Capitalization Fee (Cap Fee)	Cap Fee	Cap Fee	N/A
<u>Option 1:</u> Cap Fee + Full impact Fee	Cap Fee	Impact Fee*	Impact Fee
<u>Option 2:</u> Cap Fee + Partial Impact Fee (future only)	Cap Fee	Cap Fee	Impact Fee
<u>Option 3:</u> Consolidated Impact Fee (Replaces Cap Fee)		Impact Fee	Impact Fee

If the City were to retain its existing capitalization fee structure, it is reasonable to expect that future facility costs would eventually make their way into the capitalization fee cost basis as the City completes the related improvements. The primary benefit of introducing an impact fee is that it would enable the City to recover costs associated with future facilities in advance, reducing the burden on existing ratepayers related to supporting growth-related capital investment. However, it is worth noting that Section 67-8210 (4) of the Idaho Code requires that impact fee revenues be spent within eight (8) years of collection (aside from fees collected for wastewater conveyance and treatment improvements, which must be spent within twenty (20) years) or be refunded to developers with interest.

When deciding whether or not to proceed with an impact fee, we recommend that the City consider the ongoing administrative requirements associated with impact fees. Most significantly, the City would have to:

- Appoint an impact fee advisory committee to review the capital improvement plan and monitor its implementation. The advisory committee is obliged under Section 67-8205 (3)(d) to file annual reports documenting its findings and recommendations.
- Update the capital improvements plan at least once every five (5) years.
- Establish and maintain a separately earmarked, interest-bearing account with separate accounts for each category of system improvements and the service area in which the fees are collected.
- Refunds if impact fees are not expended within the stated eight (8) or twenty (20) years from when they were collected
- Adhere to required procedures for adopting or amending impact fees, as well as satisfy annual reporting requirements.

APPENDIX – IDAHO TITLE 67, CHAPTER 82 DEVELOPMENT IMPACT FEES

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 8/16/2022

DATE: 8/10/2022 1:55 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Jacklin-Prairie Annexation Ordinance File No. ANN-0012-2021

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the Development Agreement, Dedication of Right-of-Way, and Dedication of Easement for the Jacklin-Prairie Annexation.

DISCUSSION:

The applicant, Jacklin Land Company, LLLP, requested to annex approximately 89 acres into the City of Post Falls with a zoning designation of Community Commercial Mixed (CCM). The request is generally located on the northeast corner of the future intersection of N. Zorros Rd. and W. Prairie Ave. and to the northwest corner of the future intersection of N. Fennecus Rd. and W. Prairie Ave., north of the planned Foxtail Community. On May 10, 2022 a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and testimony they moved to recommend approval of the zoning designation of Community Commercial Mixed (CCM). After City Council heard the staff report and testimony they moved to approve the requested annexation and CCM zoning with conditions to the Development Agreement on July 5, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approval

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ORDINANCE NO. _____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

That part of the South Half of Section 19 and of the North Half of the Northwest Quarter of Section 30, all in Township 51 North, Range 4 West, B.M., Kootenai County, Idaho. 94.049 acres generally located north of Prairie Ave. between Highway 41 and Meyer Ave. (File No. ANNX-0012-2021)

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 94.049 ACRES, THAT PART OF THE SOUTH HALF OF SECTION 19 AND OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, IDAHO; 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 10, 2022 and the City Council July 5, 2022, 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 Community Commercial Mixed (CCM) zoning are 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 Community Commercial Mixed (CCM) as depicted in the attached Exhibit A. 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 _____, 2022.

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 94.049 acres and zoning the property Community Commercial Mixed (CCM). The property is generally located north of Prairie Ave. between Highway 41 and Meyer Ave, and is legally described as:

THAT PART OF THE SOUTH HALF OF SECTION 19 AND OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 88°29'54" WEST 2633.37 FEET; THENCE SOUTH 01°00'53" WEST, ALONG THE EAST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, 55.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE, SAID RIGHT OF WAY LINE ALSO BEING THE CURRENT CITY LIMITS LINE; THENCE FOLLOWING THE CURRENT CITY LIMITS LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. THENCE NORTH 88°29'54" WEST, ALONG LAST SAID SOUTHERLY RIGHT OF WAY LINE, 1324.94 FEET, TO THE SOUTHERLY EXTENDED WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19;
2. THENCE NORTH 00°58'53" EAST, ALONG LAST SAID SOUTHERLY EXTENDED WEST LINE 25.00 FEET;
3. THENCE SOUTH 88°29'54" EAST, PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE 50.00 FEET TO THE EAST LINE OF THE WEST 50 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19;
4. THENCE NORTH 00°58'53" EAST, ALONG LAST SAID EAST LINE OF THE WEST 50 FEET, A DISTANCE OF 2680.39 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 19;

THENCE DEPARTING SAID CURRENT CITY LIMITS LINE, SOUTH 88°56'06" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 19, A DISTANCE OF 1274.01 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 88°55'18" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 57.50 FEET TO THE NORTHEAST CORNER OF THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00°57'42" WEST, ALONG THE EAST LINE OF THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1274.86 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 50 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 89°06'51" EAST, ALONG THE NORTH LINE OF THE SOUTH 50 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 735.00 FEET TO A POINT; THENCE SOUTH 00°57'42" WEST, PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 839.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE SPOKANE INTERNATIONAL RAILROAD RIGHT OF WAY;

THENCE NORTH 63°38'42" WEST, ALONG LAST SAID NORTHERLY RIGHT OF WAY LINE, 813.61 FEET TO A POINT ON THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19;
THENCE SOUTH 00°57'42" WEST, ALONG THE EAST LINE OF THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 895.25 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19;
THENCE NORTH 89°18'25" WEST 57.50 FEET TO THE **POINT OF BEGINNING**.
CONTAINING 94.049 ACRES, MORE OR LESS.

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 , 2022.

Warren J. Wilson, City Attorney

JACKLIN LAND COMPANY, LLLP ANNEXATION REQUEST

NORTH OF PRAIRIE AVENUE

LEGAL DESCRIPTION

April 6, 2022

THAT PART OF THE SOUTH HALF OF SECTION 19 AND OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 88°29'54" WEST 2633.37 FEET;

THENCE SOUTH 01°00'53" WEST, ALONG THE EAST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, 55.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE, SAID RIGHT OF WAY LINE ALSO BEING THE CURRENT CITY LIMITS LINE; THENCE FOLLOWING THE CURRENT CITY LIMITS LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. THENCE NORTH 88°29'54" WEST, ALONG LAST SAID SOUTHERLY RIGHT OF WAY LINE, 1324.94 FEET, TO THE SOUTHERLY EXTENDED WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19;
2. THENCE NORTH 00°58'53" EAST, ALONG LAST SAID SOUTHERLY EXTENDED WEST LINE 25.00 FEET;
3. THENCE SOUTH 88°29'54" EAST, PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE 50.00 FEET TO THE EAST LINE OF THE WEST 50 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19;
4. THENCE NORTH 00°58'53" EAST, ALONG LAST SAID EAST LINE OF THE WEST 50 FEET, A DISTANCE OF 2680.39 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 19;

THENCE DEPARTING SAID CURRENT CITY LIMITS LINE, SOUTH 88°56'06" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 19, A DISTANCE OF 1274.01 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 88°55'18" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 57.50 FEET TO THE NORTHEAST CORNER OF THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 00°57'42" WEST, ALONG THE EAST LINE OF THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1274.86 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 50 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 89°06'51" EAST, ALONG THE NORTH LINE OF THE SOUTH 50 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 735.00 FEET TO A POINT;

THENCE SOUTH 00°57'42" WEST, PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 839.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE SPOKANE INTERNATIONAL RAILROAD RIGHT OF WAY;

THENCE NORTH 63°38'42" WEST, ALONG LAST SAID NORTHERLY RIGHT OF WAY LINE, 813.61 FEET TO A POINT ON THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 00°57'42" WEST, ALONG THE EAST LINE OF THE WEST 57.50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 895.25 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

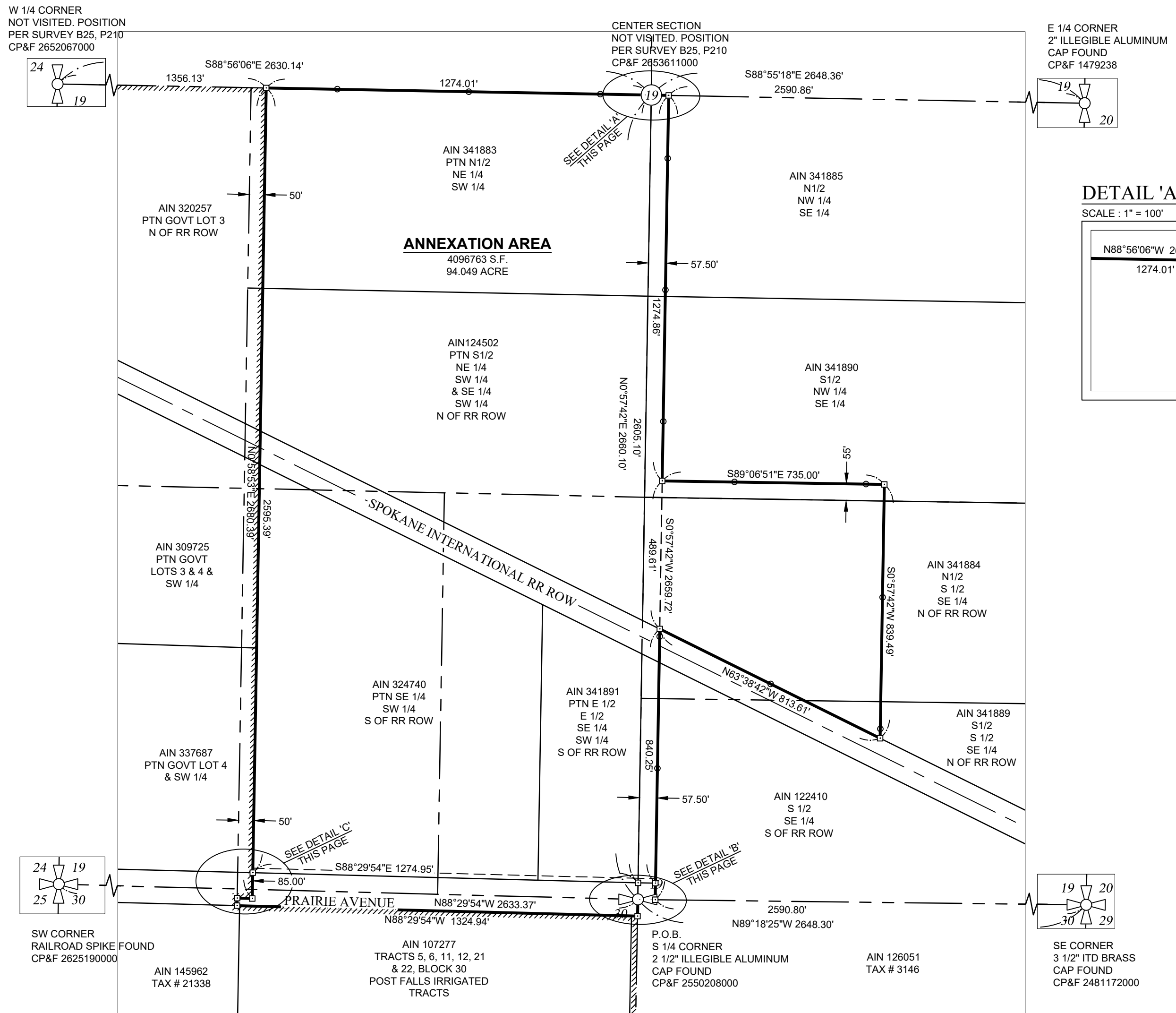
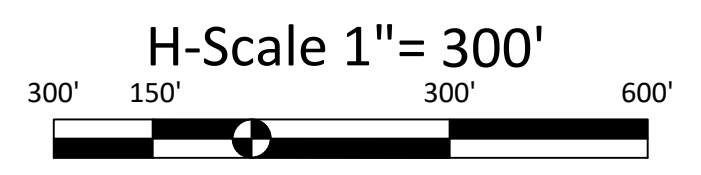
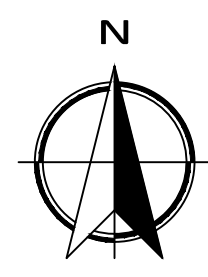
THENCE NORTH 89°18'25" WEST 57.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 94.049 ACRES, MORE OR LESS.

ANNEXATION MAP

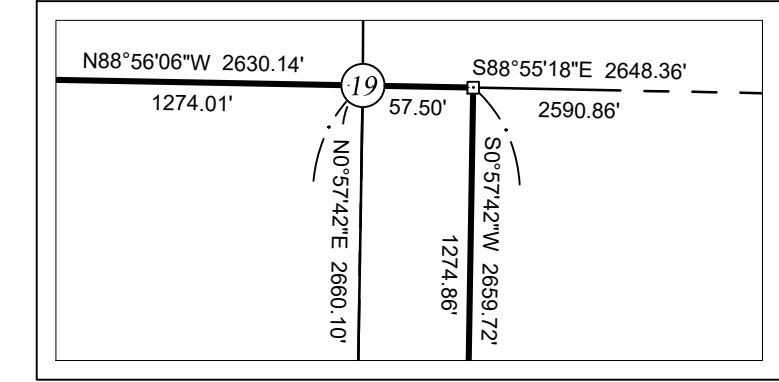
CITY OF POST FALLS ORDINANCE #
 A PORTION OF THE S. 1/2 OF SECTION 19, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

BOOK PAGE
 INST.#



DETAIL 'A'

SCALE: 1" = 100'



LEGEND

- CALCULATED POSITION, NOTHING FOUND OR SET
- CENTER SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED
- N-S 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- NEW ANNEXATION BOUNDARY
- EXISTING ANNEXATION BOUNDARY

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY CHAD J. JOHNSON PLS 9367, RECORDED IN BOOK 25 OF SURVEYS AT PAGE 210, UNDER INSTRUMENT NO. 2125724000.
 - R-2 RECORD OF SURVEY BY ROBERT L. STRATTON PLS 10677, RECORDED IN BOOK 27 OF SURVEYS AT PAGE 407, UNDER INSTRUMENT NO. 2412513000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS S 88°57'56" E AS MEASURED BETWEEN THE CENTER QUARTER OF SECTION 30 AND THE EAST QUARTER CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN. COORDINATE SYSTEM IS IDAHO STATE PLANE, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00008183. A CONVERGENCE ANGLE OF -00°50'20" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

NOTES

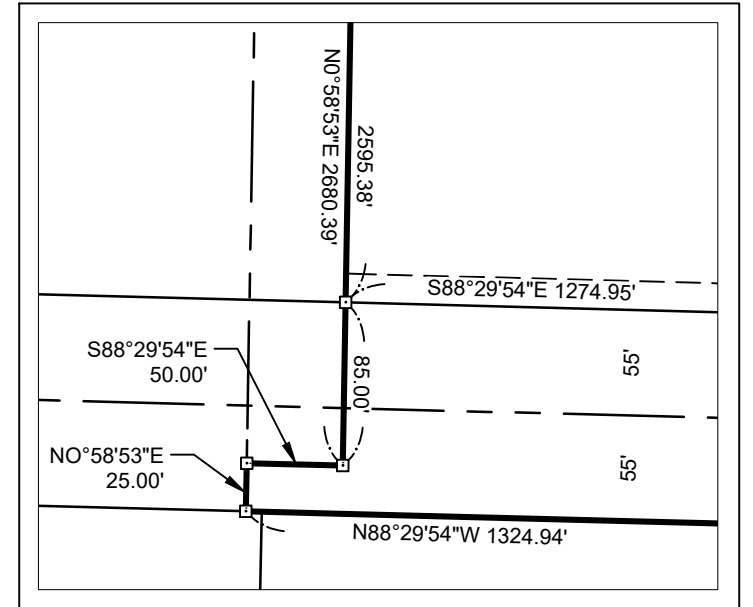
1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

SURVEYOR'S NARRATIVE

SURVEY MONUMENTS WHERE FOUND/HELD AS DEPICTED HEREON.

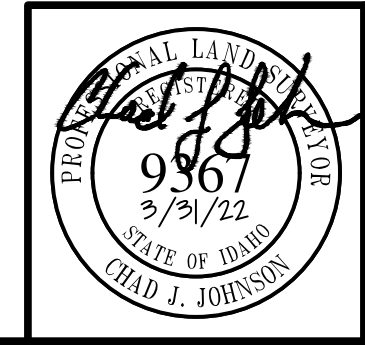
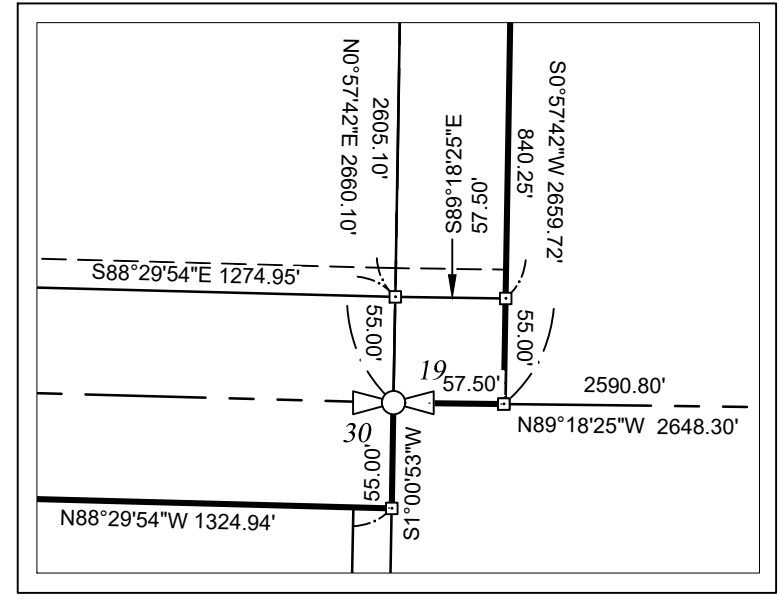
DETAIL 'C'

SCALE: 1" = 100'



DETAIL 'B'

SCALE: 1" = 100'



ANNEXATION MAP			
CITY OF POST FALLS ORDINANCE # _____			
S 1/2, SECTION 19, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: FEB. 2022	DRAFTED BY: DTL	PLOT DATE: 03/31/2022	SHEET
FILE NAME: 22-003 SURVEY	CHECKED BY: CJJ	PROJECT No.: 22-003	1

Johnson
 Surveying

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

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 8/16/2022

DATE: 8/10/2022 1:59 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: The Pointe Zone Change Ordinance File No. RZNE-0001-2022

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayor's signature for the Development Agreement of The Pointe Zone Change.

DISCUSSION:

The applicant, The Pointe Partners, LLC, requested a Zone Change of approximately 56.1 acres from Industrial (I) and Community Commercial Services (CCS) zoning to the Community Commercial Mixed (CCM) zoning district. This request is generally located west of Baugh Way, north of I-90, and south of Seltice Way. On May 25, 2022, a public hearing was held before the Planning and Zoning Commission. After receiving the staff report and testimony the Commission recommended approval of the zone change to City Council. After City Council received testimony and the staff report they moved to approve the zone change request from Industrial (I) and Community Commercial Services (CCS) to Community Commercial Mixed (CCM) zoning on July 5, 2022.

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. _____

**ZONE DESIGNATION CHANGE OF APPROXIMATELY 56.1 ACRES
LOCATED EAST OF N. CABELA WAY, WEST OF N. BECK RD., AND NORTH
OF INTERSTATE 90.
(File No. RZNE-0001-2022)**

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 TO COMMUNITY COMMERCIAL MIXED (CCM) 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;

WHEREAS, the City of Post Falls has carried out the procedures required by law to consider the rezoning request addressed by this Ordinance and has adopted a Reasoned Decision concerning this matter.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Post Falls, Idaho, as follows:

Section 1: That the zoning classification for the lands described below in this section and generally located east of N. Cabela Way, west of N. Beck Rd. and north of Interstate 90, within the corporate limits of the City of Post Falls, County of Kootenai, State of Idaho, be changed from the current designation of Industrial (I) to Community Commercial Mixed (CCM).

A zoning boundary being a portion of Block 2 of The Pointe at Post Falls, as same is shown on the official plat thereof, recorded in Book K of Plats on Page 117, Kootenai County Records, being situate in Section 1 and Section 12, Township 50 North, Range 6 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows;

COMMENCING at the quarter corner common to said Section 1 and Section 12 (from which the west section corner common to said Section 1 and Section 12 bears N 89° 13'30" W, 1920.45 feet in distant); Thence S 38° 23' 02" E, 462.40 feet, said point being common with the southerly right of way of Point Parkway and the northwest corner of Parcel B, as shown on Record of Survey Instrument Number 2846679000, Kootenai County Records, and the POINT OF BEGINNING;

Thence the following 7 courses along said southerly right of way line;

Thence 163.22 feet on the arc of a curve to the left, having a radius of 2048.50 feet, a central angle of $04^{\circ} 33' 55''$, and whose long chord bears $N 67^{\circ} 54' 08'' E$, 163.18 feet;
Thence $N 65^{\circ} 37' 10'' E$, 851.36 feet to a point of curvature;
Thence 192.14 feet on the arc of a curve to the right, having a radius of 451.50 feet, a central angle of $24^{\circ} 22' 56''$, and whose long chord bears $N 77^{\circ} 48' 38'' E$, 190.69 feet;
Thence $N 89^{\circ} 59' 59'' E$, 145.05 feet to a point of curvature;
Thence 22.49 feet on the arc of a curve to the left, having a radius of 3040.00 feet, a central angle of $00^{\circ} 25' 26''$, and whose long chord bears $S 25^{\circ} 01' 45'' E$, 22.49 feet;
Thence $N 64^{\circ} 45' 32'' E$, 47.70 feet;

Thence leaving southerly right of way, $S 89^{\circ} 59' 58'' E$, 464.94 feet;
Thence $S 00^{\circ} 00' 00'' W$, 148.33 feet to a point of curvature;
Thence 39.39 feet on the arc of a curve to the left, having a radius of 475.00 feet, a central angle of $04^{\circ} 45' 06''$, and whose long chord bears $S 02^{\circ} 22' 33'' E$, 39.38 feet;
Thence $S 04^{\circ} 45' 06'' E$, 169.51 feet;
Thence $S 36^{\circ} 51' 40'' E$, 88.54 feet;
Thence $S 11^{\circ} 13' 31'' E$, 319.72 feet to a point on the northerly right away of Highway 90; Thence the following 3 courses on said northerly right of way;
Thence $S 70^{\circ} 29' 27'' W$, 940.62 feet;
Thence $S 72^{\circ} 58' 50'' W$, 690.69 feet;
Thence $S 79^{\circ} 56' 05'' W$, 119.95 feet;
Thence $N 16^{\circ} 18' 50'' W$, 859.87 feet to the POINT OF BEGINNING

The above-described zoning boundary contains 37.259 acres (1,622,992 sq. ft.), more or less.

A zoning boundary being a portion of Block 3 of The Pointe at Post Falls, as same is shown on the official plat thereof, recorded in Book K of Plats on Page 117, Kootenai County records, being situate in Section 1 and Section 12, Township 50 North, Range 6 West, Boise Meridian, City of Post Falls, K o o t e n a i County, Idaho, being more particularly described as follows;

COMMENCING at the quarter corner common to said Section 1 and Section 12 (from which the west section corner common to said Section 1 and Section 12 bears $N 89^{\circ} 13' 30'' W$, 1920.45 feet in distant); thence $N 89^{\circ} 13' 30'' W$, 636.03 feet on the section line common to Section 1 and Section 12, said point being common with the northwest boundary of Lot 8 of said Block 3 and being the POINT OF BEGINNING;

Thence $N 51^{\circ} 17' 15'' E$, 227.70 feet; on the west boundary of said Lot 8 to the southwest corner of Parcel G as shown on Record of Survey Instrument Number 2480307000, recorded in Book 26, Page 33, Kootenai County Records;
Thence the following six courses on the exterior boundary of said Parcel G: Thence $N 51^{\circ} 17' 15'' E$, 388.82 feet;
Thence $N 53^{\circ} 46' 07'' E$, 390.59 feet;

Thence S 37° 19' 49" E, 140.03 feet;
Thence N 53° 46' 07" E, 126.83 feet;
Thence S 36° 13' 53" E, 305.49 feet;
Thence S 53° 47' 13" W, 62.93 feet;
Thence the following three courses on the exterior boundary of said Parcel G and Parcel F as shown on said Record of Survey:
Thence S 36° 15' 06" E, 286.67 feet to a point of curvature;
Thence 69.76 feet on the arc of a curve to the right, having a radius of 330.00 feet, a central angle of 12° 06' 43", and whose long chord bears S 30° 11' 45" E, 69.63 feet;
Thence S 24° 08' 24" E, 89.12 feet to a point on the northerly right of way of Pointe Parkway; Thence the following three courses on said northerly right of way:
Thence on said northerly right of way, S 65° 36' 59" W, 351.38 feet to a point of curvature; Thence 274.52 feet on the arc of a curve to the right, having a radius of 1951.56 feet, a central angle of 08° 03' 34", and whose long chord bears S 69° 38' 46" W, 274.29 feet;
Thence S 73° 40' 34" W, 506.72 feet to a point of curvature;
Thence 31.41 feet on the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 89° 58' 58", and whose long chord bears N 61° 19' 26" W, 28.28 feet to a point common to the easterly right of way of Cabela Way;
Thence the following three courses on said easterly right of way of Cabela Way:
Thence N 16° 19' 26" W, 30.69 feet to a point of curvature;
Thence 218.36 feet on the arc of a curve to the left, having a radius of 540.00 feet, a central angle of 23° 10' 08", and whose long chord bears N 27° 54' 37" W, 216.88 feet;
Thence N 39° 29' 32" W, 291.36 feet to a point on the section line common to said Section 1 and Section 12;
Thence S 89° 13' 42" E, 29.63 feet on said section line to the POINT OF BEGINNING. The above-described zoning boundary contains 18.915 acres (823,937 sq. ft.), more or less.

Section 2: That the property described above in Section 1 will be designated as Community Commercial Mixed (CCM) on the official Zoning Map of the City of Post Falls.

Section 3: That all prior zoning designations for the lands described in Section 1 are hereby superseded.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED by the City Council upon roll call vote on the _____, day of _____, 2022, and **APPROVED** by the Mayor on the ____ day of _____, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

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. _____, rezoning certain property generally located east of N. Cabela Way, west of N. Beck Rd. and north of Interstate 90, within the corporate limits of the City of Post Falls, County of Kootenai, State of Idaho, be changed from the current designation of Industrial (I) to Community Commercial Mixed (CCM) and is legally described as:

A zoning boundary being a portion of Block 2 of The Pointe at Post Falls, as same is shown on the official plat thereof, recorded in Book K of Plats on Page 117, Kootenai County Records, being situate in Section 1 and Section 12, Township 50 North, Range 6 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows;

COMMENCING at the quarter corner common to said Section 1 and Section 12 (from which the west section corner common to said Section 1 and Section 12 bears N 89° 13' 30" W, 1920.45 feet in distant); Thence S 38° 23' 02" E, 462.40 feet, said point being common with the southerly right of way of Point Parkway and the northwest corner of Parcel B, as shown on Record of Survey Instrument Number 2846679000, Kootenai County Records, and the POINT OF BEGINNING;

Thence the following 7 courses along said southerly right of way line;

Thence 163.22 feet on the arc of a curve to the left, having a radius of 2048.50 feet, a central angle of 04° 33' 55", and whose long chord bears N 67° 54' 08" E, 163.18 feet;
Thence N 65° 37' 10" E, 851.36 feet to a point of curvature;
Thence 192.14 feet on the arc of a curve to the right, having a radius of 451.50 feet, a central angle of 24° 22' 56", and whose long chord bears N 77° 48' 38" E, 190.69 feet;
Thence N 89° 59' 59" E, 145.05 feet to a point of curvature;
Thence 22.49 feet on the arc of a curve to the left, having a radius of 3040.00 feet, a central angle of 00° 25' 26", and whose long chord bears S 25° 01' 45" E, 22.49 feet;
Thence N 64° 45' 32" E, 47.70 feet;

Thence leaving southerly right of way, S 89° 59' 58" E, 464.94 feet;
Thence S 00° 00' 00" W, 148.33 feet to a point of curvature;
Thence 39.39 feet on the arc of a curve to the left, having a radius of 475.00 feet, a central angle of 04° 45' 06", and whose long chord bears S 02° 22' 33" E, 39.38 feet;
Thence S 04° 45' 06" E, 169.51 feet;
Thence S 36° 51' 40" E, 88.54 feet;
Thence S 11° 13' 31" E, 319.72 feet to a point on the northerly right away of Highway 90; Thence the following 3 courses on said northerly right of way;
Thence S 70° 29' 27" W, 940.62 feet;
Thence S 72° 58' 50" W, 690.69 feet;
Thence S 79° 56' 05" W, 119.95 feet;
Thence N 16° 18' 50" W, 859.87 feet to the POINT OF BEGINNING

The above-described zoning boundary contains 37.259 acres (1,622,992 sq. ft.), more or less.

A zoning boundary being a portion of Block 3 of The Pointe at Post Falls, as same is shown on the official plat thereof, recorded in Book K of Plats on Page 117, Kootenai County records, being situate in Section 1 and Section 12, Township 50 North, Range 6 West, Boise Meridian, City of Post Falls, K o o t e n a i County, Idaho, being more particularly described as follows;

COMMENCING at the quarter corner common to said Section 1 and Section 12 (from which the west section corner common to said Section 1 and Section 12 bears N 89° 13'30" W, 1920.45 feet in distant); thence N 89° 13'30" W, 636.03 feet on the section line common to Section 1 and Section 12, said point being common with the northwest boundary of Lot 8 of said Block 3 and being the POINT OF BEGINNING;

Thence N 51° 17' 15" E, 227.70 feet; on the west boundary of said Lot 8 to the southwest corner of Parcel G as shown on Record of Survey Instrument Number 2480307000, recorded in Book 26, Page 33, Kootenai County Records;

Thence the following six courses on the exterior boundary of said Parcel G: Thence N 51° 17' 15" E, 388.82 feet;

Thence N 53° 46' 07" E, 390.59 feet;

Thence S 37° 19' 49" E, 140.03 feet;

Thence N 53° 46' 07" E, 126.83 feet;

Thence S 36° 13' 53" E, 305.49 feet;

Thence S 53° 47' 13" W, 62.93 feet;

Thence the following three courses on the exterior boundary of said Parcel G and Parcel F as shown on said Record of Survey:

Thence S 36° 15' 06" E, 286.67 feet to a point of curvature;

Thence 69.76 feet on the arc of a curve to the right, having a radius of 330.00 feet, a central angle of 12° 06' 43", and whose long chord bears S 30° 11' 45" E, 69.63 feet;

Thence S 24° 08' 24" E, 89.12 feet to a point on the northerly right of way of Pointe Parkway; Thence the following three courses on said northerly right of way:

Thence on said northerly right of way, S 65° 36' 59" W, 351.38 feet to a point of curvature; Thence 274.52 feet on the arc of a curve to the right, having a radius of 1951.56 feet, a central angle of 08° 03' 34", and whose long chord bears S 69° 38' 46" W, 274.29 feet;

Thence S 73° 40' 34" W, 506.72 feet to a point of curvature;

Thence 31.41 feet on the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 89° 58' 58", and whose long chord bears N 61° 19' 26" W, 28.28 feet to a point common to the easterly right of way of Cabela Way;

Thence the following three courses on said easterly right of way of Cabela Way: Thence N 16° 19' 26" W, 30.69 feet to a point of curvature;

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Thence N 39° 29' 32" W, 291.36 feet to a point on the section line common to said Section 1 and Section 12;

Thence S 89° 13' 42" E, 29.63 feet on said section line to the POINT OF BEGINNING. The above-described zoning boundary contains 18.915 acres (823,937 sq. ft.), more or less.

providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____, including the legal description of the rezoned property, 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. _____, rezoning certain property 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 , 20 .

Warren J. Wilson, City Attorney

Zoning Boundary Legal Description – Phase 5

A zoning boundary being a portion of Block 2 of The Pointe at Post Falls, as same is shown on the official plat thereof, recorded in Book K of Plats on Page 117, Kootenai County Records, being situate in Section 1 and Section 12, Township 50 North, Range 6 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows;

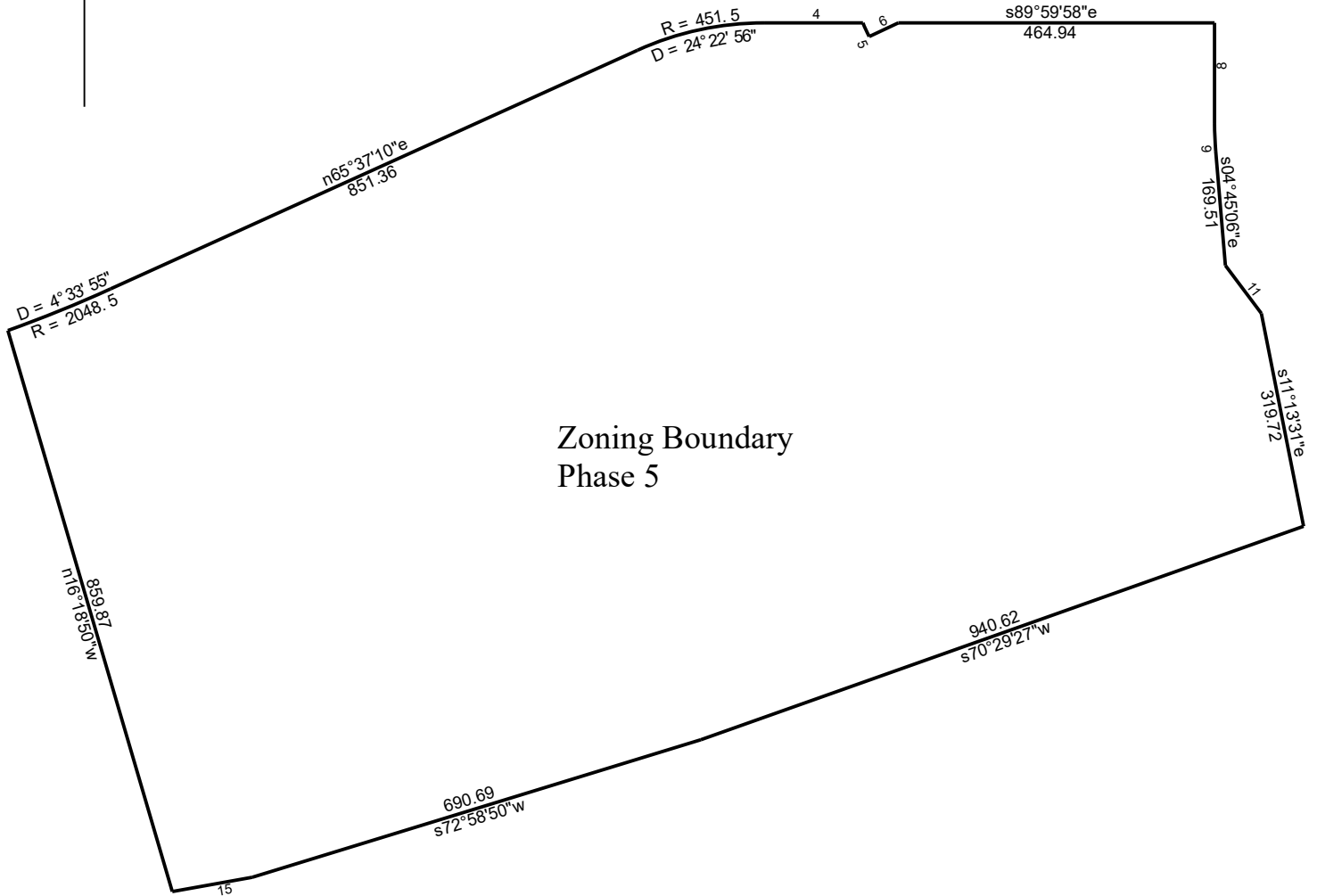
COMMENCING at the quarter corner common to said Section 1 and Section 12 (from which the west section corner common to said Section 1 and Section 12 bears N 89° 13' 30" W, 1920.45 feet in distant); Thence S 38° 23' 02" E, 462.40 feet, said point being common with the southerly right of way of Point Parkway and the northwest corner of Parcel B, as shown on Record of Survey Instrument Number 2846679000, Kootenai County Records, and the POINT OF BEGINNING;

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Thence N 16° 18' 50" W, 859.87 feet to the POINT OF BEGINNING

The above described zoning boundary contains 37.259 acres (1,622,992 sq. ft.), more or less.



Zoning Boundary
Phase 5

5/2/2022

Scale: 1 inch= 252 feet

File:

Tract 1: 37.2588 Acres, Closure: n01.0056e 0.01 ft. (1/669092), Perimeter=5264 ft.

01 Lt, r=2048.50, delta=004.3355, chord=n67.5408e 163.18
 02 n65.3710e 851.36
 03 Rt, r=451.50, delta=024.2256, chord=n77.4838e 190.69
 04 n89.5959e 145.05
 05 Lt, r=3040.00, delta=000.2526, chord=s25.0145e 22.49
 06 n64.4532e 47.7
 07 s89.5958e 464.94
 08 s00.0000w 148.33
 09 Lt, r=475.00, delta=004.4506, chord=s02.2233e 39.38

11 s36.5140e 88.54
 12 s11.1331e 319.72
 13 s70.2927w 940.62
 14 s72.5850w 690.69
 15 s79.5605w 119.95
 16 n16.1850w 859.87

Zoning Boundary Legal Description – Phase 6

A zoning boundary being a portion of Block 3 of The Pointe at Post Falls, as same is shown on the official plat thereof, recorded in Book K of Plats on Page 117, Kootenai County records, being situate in Section 1 and Section 12, Township 50 North, Range 6 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows;

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- Thence S 37° 19' 49" E, 140.03 feet;
- Thence N 53° 46' 07" E, 126.83 feet;
- Thence S 36° 13' 53" E, 305.49 feet;
- Thence S 53° 47' 13" W, 62.93 feet;

Thence the following three courses on the exterior boundary of said Parcel G and Parcel F as shown on said Record of Survey:

- Thence S 36° 15' 06" E, 286.67 feet to a point of curvature;
- Thence 69.76 feet on the arc of a curve to the right, having a radius of 330.00 feet, a central angle of 12° 06' 43", and whose long chord bears S 30° 11' 45" E, 69.63 feet;
- Thence S 24° 08' 24" E, 89.12 feet to a point on the northerly right of way of Pointe Parkway;

Thence the following three courses on said northerly right of way:

- Thence on said northerly right of way, S 65° 36' 59" W, 351.38 feet to a point of curvature;
- Thence 274.52 feet on the arc of a curve to the right, having a radius of 1951.56 feet, a central angle of 08° 03' 34", and whose long chord bears S 69° 38' 46" W, 274.29 feet;
- Thence S 73° 40' 34" W, 506.72 feet to a point of curvature;

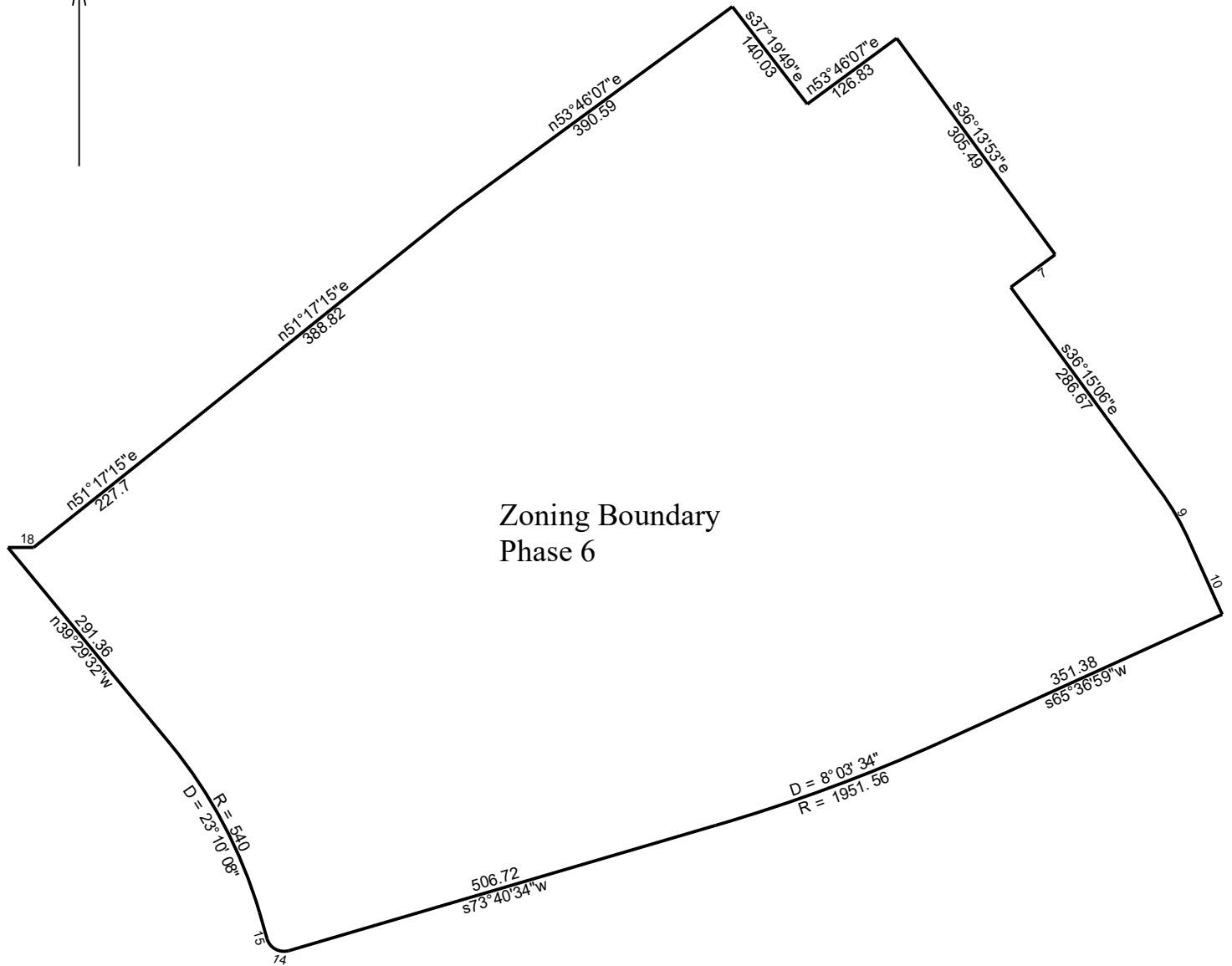
Thence 31.41 feet on the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 89° 58' 58", and whose long chord bears N 61° 19' 26" W, 28.28 feet to a point common to the easterly right of way of Cabela Way;

Thence the following three courses on said easterly right of way of Cabela Way:

- Thence N 16° 19' 26" W, 30.69 feet to a point of curvature;
- Thence 218.36 feet on the arc of a curve to the left, having a radius of 540.00 feet, a central angle of 23° 10' 08", and whose long chord bears N 27° 54' 37" W, 216.88 feet;

Thence N 39° 29' 32" W, 291.36 feet to a point on the section line common to said Section 1 and Section 12;

Thence S 89° 13' 42" E, 29.63 feet on said section line to the POINT OF BEGINNING.
The above-described zoning boundary contains 18.915 acres (823,937 sq. ft.), more or less.



5/2/2022

Scale: 1 inch= 183 feet

File:

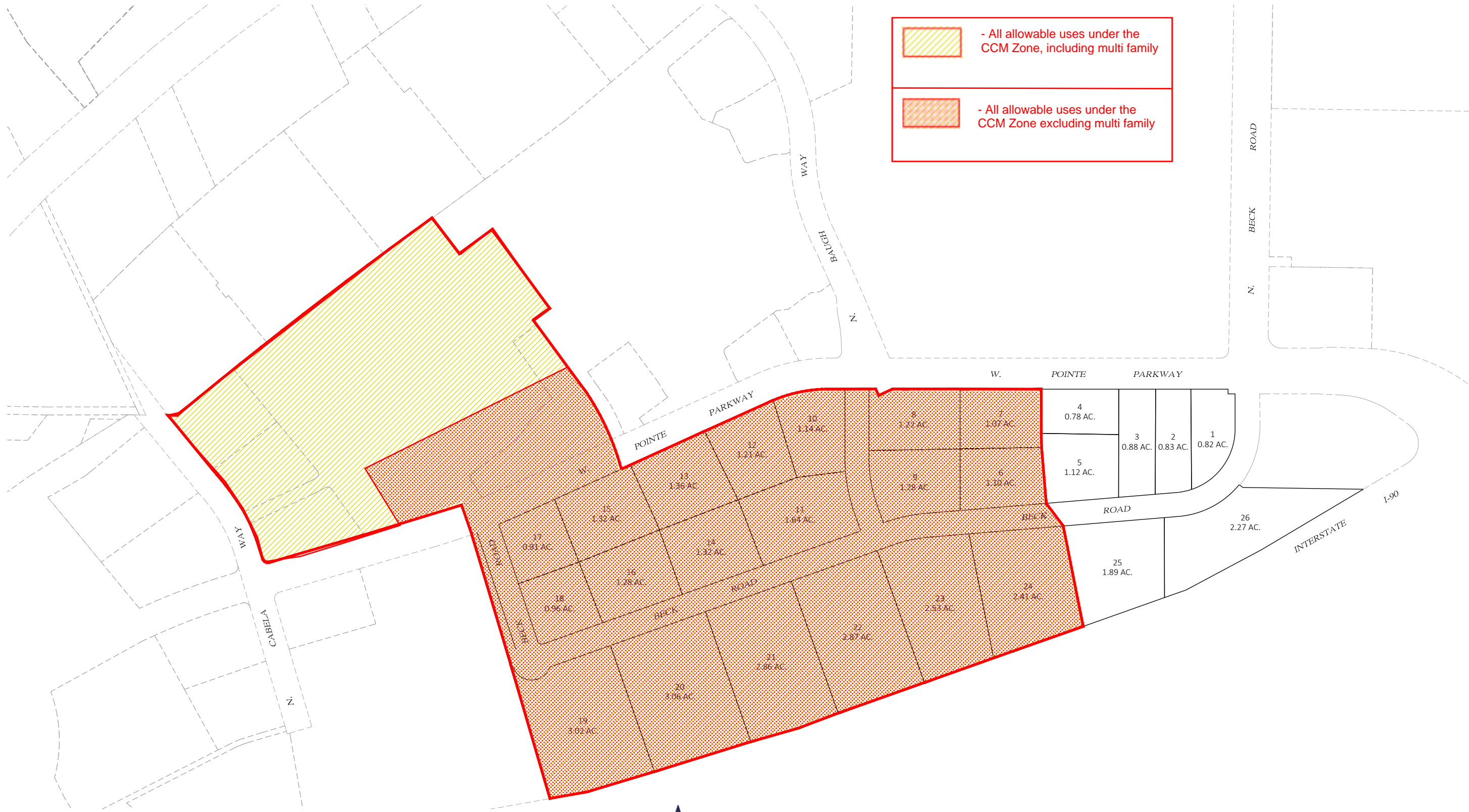
Tract 1: 18.9149 Acres, Closure: s89.0040w 0.01 ft. (1/629649), Perimeter=3822 ft.

- | | |
|--|--|
| 01 n51.1715e 227.7 | 12 Rt, r=1951.56, delta=008.0334, chord=s69.3846w 274.29 |
| 02 n51.1715e 388.82 | 13 s73.4034w 506.72 |
| 03 n53.4607e 390.59 | 14 Rt, r=20.00, delta=089.5858, chord=n61.1926w 28.28 |
| 04 s37.1949e 140.03 | 15 n16.1926w 30.69 |
| 05 n53.4607e 126.83 | 16 Lt, r=540.00, delta=023.1008, chord=n27.5437w 216.88 |
| 06 s36.1353e 305.49 | 17 n39.2932w 291.36 |
| 07 s53.4713w 62.93 | 18 s89.1342e 29.63 |
| 08 s36.1506e 286.67 | |
| 09 Rt, r=330.00, delta=012.0643, chord=s30.1145e 69.63 | |
| 10 s24.0824e 89.12 | |
| 11 s24.0824e 89.12 | |

THE POINTE AT POST FALLS PROPOSED RE-ZONING AREA

- All allowable uses under the CCM Zone, including multi family

- All allowable uses under the CCM Zone excluding multi family



Plot Date: 1/17/2023 10:29 PM. Plotted By: Jordan Tillot. Path: Z:\DOCUMENTS\PROJECTS\2021\1011016 POINTE AT POST FALLS\CIVIL\CAD\EXHIBITS\0211016POINTEATPOSTFALLS_OVERALL_ZONING_MAP_REVISED_1.17.22.DWG

3882 N. Schreiber Way, Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825
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WADSWORTH
DEVELOPMENT GROUP

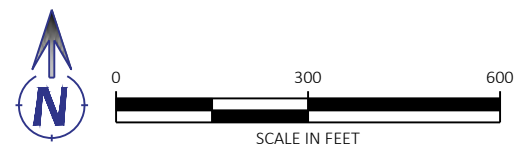


EXHIBIT B

DRAWING:
1 OF 1

**CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 8/16/2022**

DATE: 8/10/2022 8:18 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: John Beacham
SUBJECT: Property Purchase and Lease Agreements with Terry Jordan for Corbin Lift Station

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the purchase and sale agreement, closing documents, and lease agreement with Terry Jordan.

DISCUSSION:

Corbin Lift Station was built in the 1980s on a 30 ft by 50 ft parcel. The existing station was evaluated in the City's Wastewater Collections Master Plan and found to need upgrades including an emergency storage basin. To facilitate those upgrades, additional land was identified as a need.

The existing owner, Terry Jordan, is relocating his business to another location in Post Falls. Mr. Jordan agreed to sell a portion of his existing property to provide space for the upgrades and to lease additional property to facilitate the construction of the improvements. Staff has negotiated a purchase price of \$150,000 reflecting the value of a commercial lot fronting Seltice Way. The leased property costs, \$1,500 per month, will be much less than the increased costs which would be required to construct the lift station without the additional footprint. Construction is currently expected in the summer of 2023.

The proposed property purchase would provide a 100 ft by 75 ft parcel, including the parcel on which the lift station sits.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for the property purchase will come from the Water Reclamation Collections System Collections Land Acquisition budget. Funding for the lease payments will come from the budget for the Corbin Lift Station Replacement budget.

BUDGET CODE:

652-463.3103.96000 and 652-463.3234.95520

COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is made effective as of July ____, 2022 (“Effective Date”), between the City of Post Falls, a municipal corporation of the State of Idaho (“City”), and Terry Jordan (“Seller”).

The parties agree as follows:

1. PURCHASE AND SALE OF PROPERTY.

1.1 Property. Subject to the terms and conditions of this Agreement, the Seller shall sell to the City and the City shall purchase from the Seller a portion of the real property located at 3306 W. Seltice Way, Post Falls, Idaho 83854 more particularly described in the attached Exhibit A (the “Property”):

1.2 Purchase Price Amount. The purchase price for the Property is One Hundred Fifty Thousand Dollars (\$150,000) (the “Purchase Price”).

1.3 Purchase Price Payment. The Purchase Price shall be paid via check at the time of closing.

1.4 Conveyance of Title to Real Property. Title to the Property shall be conveyed by a Grant Deed in the form attached as Exhibit B. Title to the Property shall be marketable and insurable and shall be free and clear of all liens, encumbrances, and restrictions, exclusive of (i) real property taxes for the current year which are not due and payable on or before Closing, and (ii) liens, encumbrances, and conditions accepted in writing by the City on or before Closing.

1.5 Title Insurance.

1.5.1 Commitment. Immediately following the execution of this Agreement by both parties, City shall cause North Idaho Title (“Escrow Agent”) to issue to City (with a copy to Seller) a Preliminary Report for an ALTA Owner’s Policy for the Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting Seller’s title to the Property (“Preliminary Report”), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

1.5.2 Survey. Immediately following the full execution of this Agreement by both parties, City shall cause a survey of the Property to be prepared by a registered surveyor or professional engineer (“Survey”). Seller agrees to deliver to City, promptly following the full execution and delivery of this Agreement, copies of any survey of the Property in the possession of Seller. The cost of the Survey shall be borne by City.

1.5.3 Exceptions. City shall approve or disapprove each exception shown on the Preliminary Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property or that violates any law, rule, or regulation reflected on the Survey (each an “Exception”) within seven (7) days following the receipt of the Preliminary Report or the Survey, whichever is later. City’s failure to object within the seven (7)

day period shall be deemed to be a disapproval of the Exceptions. The Exceptions approved by City hereunder shall be referred to as the “Approved Exceptions.”

1.5.4 Disapproved Exceptions. If any Exception is disapproved or deemed disapproved (each a “Disapproved Exception”), Seller shall have the right, but not the obligation, within thirty (30) days following expiration of the seven (7) day period provided under Section 1.5.3 above, to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to City and Escrow Agent, all at Seller’s sole cost and expense. Seller may disburse from the cash portion of the Purchase Price and proceeds otherwise disbursable to Seller upon Closing the sum sufficient to discharge any Disapproved Exceptions. If Seller is unable or unwilling to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the period specified above, then this Agreement shall automatically terminate ten (10) business days after expiration of the thirty (30) day period for curing the Disapproved Exceptions or after Seller advises City in writing that Seller is unable or unwilling to cause such discharge, satisfaction, release, or termination, whichever occurs first, unless within such ten (10) business day period City waives in writing such Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved Exception under this Agreement. Anything above to the contrary notwithstanding, it is understood and agreed that City’s indemnity obligations, and the mutual indemnities below, shall not terminate upon termination of this Agreement pursuant to this or any other provision hereof.

1.6 Possession. The Seller shall deliver actual possession of the Property to the City on or before December 31, 2022.

1.7 Risk of Loss. Until actual possession, the Seller shall assume all risk of loss or damage with respect to the Property. In the event of any loss or damage to all or any part of the Property, the, City shall have the right to (i) terminate this Agreement, in which case each party shall be fully released and discharged from any further obligations under this Agreement; or (ii) close the purchase of the Property and elect to receive any and all insurance proceeds paid or payable by reason of the loss or damage.

1.8 Prorated Items. Taxes and water assessments using the last assessments available before Closing shall be prorated as of Closing.

2. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE SELLER.

The Seller represents and warrants to, and covenants with, the City as follows:

2.1 Authority of the Seller. Seller is the sole personal owner of the Property and as such has full authority to enter into this Agreement.

2.2 Consents. Except as disclosed in writing to the City before the Closing, Seller is not required to obtain the approval or consent of any person, firm, or other entity to permit the Seller to consummate the transactions contemplated by this Agreement.

2.3 Property Ownership. The Seller owns and possesses all right, title, and interest in and to the Property free and clear of all covenants, conditions, easements, liens, and encumbrances.

2.4 Condition of Property. City accepts the property in its present condition “As Is” and acknowledges that Seller has made no representations or warranty concerning the physical conditions of the Property, but for as indicated on a separate Disclosure Statement in the attached Exhibit C.

2.5 Utilities. The City shall be responsible for locating or relocating any applicable utilities on or off of the Property.

2.6 Material Misstatement or Omissions. No representation or warranty made by the Seller in this Agreement or in any document or agreement furnished in connection with this Agreement contains or will contain any untrue statement of material fact, or omits, or will omit to state a material fact necessary to make the statements not misleading.

2.7 No Default. The Seller is not in default under the terms of any contract, agreement, lease, license or understanding which may effect title.

2.8 Compliance with Laws. The Seller has complied in all material respects with all laws, regulations, and orders affecting the Property and is not in default under or in violation of any provision of any federal, state, local or provincial order, rule, regulation, or law.

2.9 No Litigation. There is no equitable, legal, or administrative suit, action, arbitration, or other proceedings pending or threatened against or affecting the Seller or the Property.

2.10 Broker Fees. The City represents to Seller it is not obligated to pay any fee or commission to any broker, finder, or intermediary for or on account of the transaction contemplated by the Agreement. The Seller represents to the City it is not obligated to pay any fee or commission to any broker, finder, or intermediary for or on account of the transaction contemplated by the Agreement.

2.11 Contracts to be Provided. Within ten (10) business days after the date this Agreement is accepted by the Seller, the Seller shall deliver to the City all contracts of any kind or nature that will survive the Closing and that relate to the Property.

2.12 Conduct Pending Closing. From the Effective Date to Closing, the Seller shall (i) maintain the Property in good repair and condition, (ii) continue to operate the Property in the manner previously operated by the Seller, (iii) not enter into any contracts or purchase orders relating to the Property, other than in the ordinary course of operating the Property, and (iv) perform all acts necessary to insure that the representations, warranties, and covenants of the Seller shall be true, complete, and accurate in all respects on and as of the date of closing to the same force and effect as if made at Closing.

2.13 Access to Property. After the Seller's acceptance of this Agreement, the City and the City's authorized representatives shall have reasonable access to the Property and to the Seller's records relating to the Property.

2.14 Indebtedness. The Seller shall pay all indebtedness, obligations, and liabilities (excluding only those expressly assumed by the City in writing) incurred in connection with the Property and the operation of the Property for the period ending midnight of the date of Closing.

3. CONDITIONS PRECEDENT TO CLOSING.

3.1 Conditions Precedent to Obligations of Seller. Seller's obligation to perform under this Agreement is subject to satisfaction of the following conditions:

3.1.1 Representations and Warranties True. The representations and warranties of the City are true, complete, and accurate as of the date of this Agreement and as of the date of Closing as if made as of such date.

3.1.2 Covenants Performed. City's performance of all of the obligations, covenants, and agreements to be performed before Closing as set forth in this Agreement.

3.1.3 Title Policy. Escrow Agent's commitment to issue the Seller's Title Policy at the Close of Escrow, subject only to the Approved Exceptions.

3.2 Conditions Precedent to Obligations of the City. The obligations of the City under this Agreement are, subject to the satisfaction of the following conditions:

3.2.1 Representations and Warranties True. The representations and warranties of the Seller are true, complete, and accurate as of the date of this Agreement and as of the date of Closing as if made as of such date.

3.2.2 Covenants Performed. The Seller has performed all obligations, covenants, and agreements to be performed before Closing as set forth in this Agreement.

3.2.3 Title Policy. The Escrow Agent is prepared to issue a policy in accordance with the provisions of Section 1.5.

3.2.4 Execution and Delivery of Documents. The Seller (and others where required) shall have executed and delivered to the Closing Agent the following:

- a. All bills of sale, assignments, and other instruments of transfer in such form as City shall reasonably request;
- b. The Grant Deed; and
- c. Any other documents necessary to effect the transfer of title contemplated by this Agreement.

3.2.5 Public Record Searches. The City shall search for tax liens and litigation, fictitious business statement filings, notices, or other similar documents that City may require in order to reflect, perfect, or protect the interests of the City in the Property and to fully consummate all of the transactions contemplated under this Agreement.

3.2.6 Approvals. The City approves and accepts the information disclosed in the documents and material delivered to the City by the Seller under Section 2.11 above.

3.2.7 Survey. The City and the Escrow Agent obtain, at the City's sole cost, a certified survey of the Property by a registered surveyor licensed by the State of Idaho. The survey shall:

- a. Comply with the requirements of the Escrow Agent and the City; and
- b. Comply with the current "Minimum Standard Detail Requirements for Land Title Surveys" adopted by the American Land Title Association and the American Congress of Surveyors and Mappers for a Class A (urban) survey and include (i) setback, height, and bulk restrictions of record or disclosed by applicable law, (ii) square footage of all buildings, (iii) all improvements, (iv) parking areas and striping, (v) location of utilities, and (vi) significant observations not otherwise disclosed.

The information disclosed in the survey regarding the Property shall be acceptable to the City. A true and correct original copy of the survey shall be delivered to Seller prior to Closing.

3.3 Waiver of Conditions. City may waive, as a condition precedent to Closing, compliance with the conditions set forth in Section 3.2 above.

4. CLOSING.

4.1 Closing Agent. The Closing Agent for this Agreement shall be North Idaho Title ("Closing Agent"). City shall pay the Closing Agent's Closing Fees at Closing.

4.2 Time, Date and Place of Closing. Closing shall be at the offices of the Closing Agent, 601 E Front Avenue, Suite 204, Coeur d'Alene, ID 83814 on August 31, 2022, or at such other time, date, and place as may be mutually agreed between Seller and City.

4.3 Closing Agent Instructions. City and Seller shall execute and deliver to the Closing Agent instructions on the form generally provided by the Closing Agent with such modifications as are reasonably made by the City.

5. GENERAL PROVISIONS.

5.1 Notices. All notices, claims, requests, and other communications ("Notices") under this Agreement (i) shall be in writing, and (ii) shall be addressed or delivered to the relevant address set forth in Section 7 below or at such other address as shall be given in writing by a party to the other. Notices complying with the provisions of this Section shall be deemed to have been

delivered (i) upon the date of delivery if delivered in person, or (ii) on the date of the postmark on the return receipt if deposited in the United States Mail, with postage prepaid for certified or registered mail, return receipt requested.

5.2 Attorney Fees and Costs. The Parties agree that if a party is determined by a Court to be in default under this Agreement, then such party shall pay to the other party (a) reasonable attorney fees and other costs and expenses incurred by the other party after default and referral to an attorney, (b) reasonable attorney fees and other costs and expenses incurred by the other party in any settlement negotiations, and (c) reasonable attorney fees and other costs and expenses incurred by the other party in preparing for and prosecuting any suit or action (“Collection Costs”). Collection Costs shall be immediately due and payable.

5.3 Governing Law, Jurisdiction, and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Kootenai County is the proper venue and may not thereafter be removed to any other State or Federal Court. Each party shall be responsible for its own fees and costs.

5.4 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

5.5 Rights Cumulative. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

5.6 Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not be a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

5.7 Successors and Assigns. Subject to any express provisions in this Agreement regarding restrictions on transfers or assignments, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

5.8 Entire Agreement. All Exhibits to this Agreement are a part of this Agreement. This Agreement, together with the accompanying Exhibits, is the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations, and negotiations. All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Deed or other documents.

5.9 Severability. The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instruments.

5.11 Survival of Representations, Warranties, and Covenants. All representations, warranties, and covenants of the the Parties set forth in this Agreement shall survive the Closing and shall survive the recording of the Grant Deed.

6. OFFER AND ACCEPTANCE.

This Agreement as executed by City constitutes an offer to purchase the Property on the terms and conditions contained in this Agreement. If Seller fails to execute a copy of this Agreement and return it to City within thirty (30) days of the City's execution, this Agreement shall be void.

7. SIGNATURES.

NOW THEREFORE, the parties have executed this Agreement as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

Dated: July ___, 2022

CITY OF POST FALLS

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

408 N. Spokane Street
Post Falls, ID 83854

Dated: July ___, 2022

SELLER

Terry Jordan

Address, City, State and Zip

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of July, 2022, before me _____, 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 hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at:
My Commission Expires:

EXHIBIT C

SELLER'S DISCLOSURE STATEMENT

DESCRIPTION OF PROPERTY, PERMAMENT PARCEL OR IDENTIFICATION #,
LOCATION, SIZE, ADDRESS IF AVAILABLE:

PURPOSE OF STATEMENT: This disclosure statement contains information concerning the Property known by Seller. Unless otherwise advised, the Seller does not possess any expertise concerning soil conditions, zoning and other land use regulations, environmental conditions, or related matters. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THE TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS THE BUYER MAY WISH TO OBTAIN.

SELLER'S DISCLOSURE: This Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller hereby specifically makes the following representations based on the Seller's knowledge at the time of signing this document. The Seller solely makes the following representations.

INSTRUCTIONS TO THE SELLER: (1) Complete this form yourself; (2) fill in all blanks; (3) report known conditions affecting the Property; (4) if you do not know the answer to a particular question, check unknown.

- 1. HAS THE PROPERTY BEEN SURVEYED? UNKNOWN YES NO
- 2. IS THE SELLER AWARE OF ANY PRIOR
PROPERTY DIVISIONS? UNKNOWN YES NO
- 3. IS SELLER AWARE OF ANY
ENCROACHMENTS, EASEMENTS,
ZONING VIOLATIONS OR NON-
CONFORMING USES? YES NO
- 4. IS SELLER AWARE OF ANY MINERAL
RIGHTS IN THE PROPERTY HELD BY ANY
PERSON OR ENTITY OTHER THAN
SELLER? YES NO
- 5. IS SELLER AWARE OF ANY FLOODING,
DRAINAGE, OR GRADING PROBLEMS? YES NO

6. HAS THE PROPERTY EVER HAD A “PERC TEST”? UNKNOWN YES NO
7. IS SELLER AWARE OF ANY UNDERGROUND STORAGE TANKS EITHER PRESENTLY ON THE PROPERTY OR WHICH HAVE BEEN PREVIOUSLY REMOVED FROM THE PROPERTY? YES NO
8. IS SELLER AWARE OF ANY GROUND WATER CONTAMINATION? YES NO
9. IS SELLER AWARE OF ANY OTHER ENVIORNMENTAL CONTAMINATION ON THE PROPERTY? YES NO
10. HAS SELLER RECEIVED NOTICE OF ANY ENVIORNMENTAL REGULATION OR ENVIORNMENTAL CONDITION (SUCH AS A WETLAND DETERMINATION) WHICH WOULD PROHIBIT OR RESTRICT USE OF THE PROPERTY? YES NO
11. ZONING CLASSIFICATION OF PROPERTY IF KNOWN: _____ UNKNOWN

If the answer to any of the above questions is yes, or if there is any other material information that the Buyer should be aware of, please explain:

Seller certifies that the information contained in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO DETERMINE THE CONDITION AND USABILITY OF THE PROPERTY MORE FULLY.

The Seller has owned the property since _____ (date) and makes representation only since that date. If prior to closing the Seller becomes aware that any of the information contained in this disclosure is incorrect, Seller will immediately disclose the changes to Buyer.

SELLER: _____ Date: _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Post Falls
Attn: John Beacham
408 N. Spokane St.
Post Falls, Idaho 83854

(Space Above For Recorder's Use)

GRANT DEED

For value received, Terry Jordan, ("Grantor"), grants, bargains, sells and conveys to said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation of the State of Idaho, ("Grantee"), the following described real property situated in Kootenai County, State of Idaho:

That portion of Tract 5, Plat 9, East Greenacres, recorded in Book B of Plats, Page 86, records of Kootenai County, located in the northwest quarter of Section 5, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho described as follows:

COMMENCING at the North quarter corner of said Section 5, thence along the East line of said northwest quarter, South 00°56'45" West a distance of 60.21 feet; thence leaving said East line, North 88°20'31" West a distance of 20.00 feet to the intersection of the South right of way of Seltice Way and the West right of way of Corbin Road; thence along said South right of way North 88°20'31" West a distance of 199.97 feet; thence continuing along said South right of way North 88°20'31" West a distance of 89.98 feet to the **TRUE POINT OF BEGINNING**;

Thence South 00°55'09" West a distance of 100.01 feet;

Thence North 88°20'31" West a distance of 75.01 feet to the East line of a parcel of land as shown on a record of survey recorded in Book 21 of Surveys, Page 239, records of Kootenai County;

Thence along said East line, North 00°55'09" East a distance of 100.01 feet to the said South right of way of Seltice Way;

Thence along said South right of way, South 88°20'31" East a distance of 75.01 feet to the **TRUE POINT OF BEGINNING**.

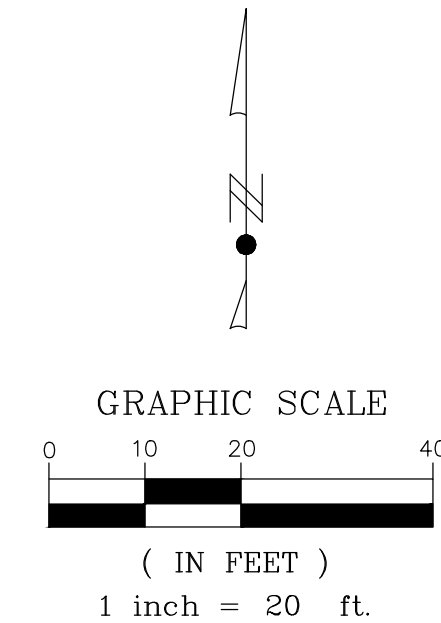
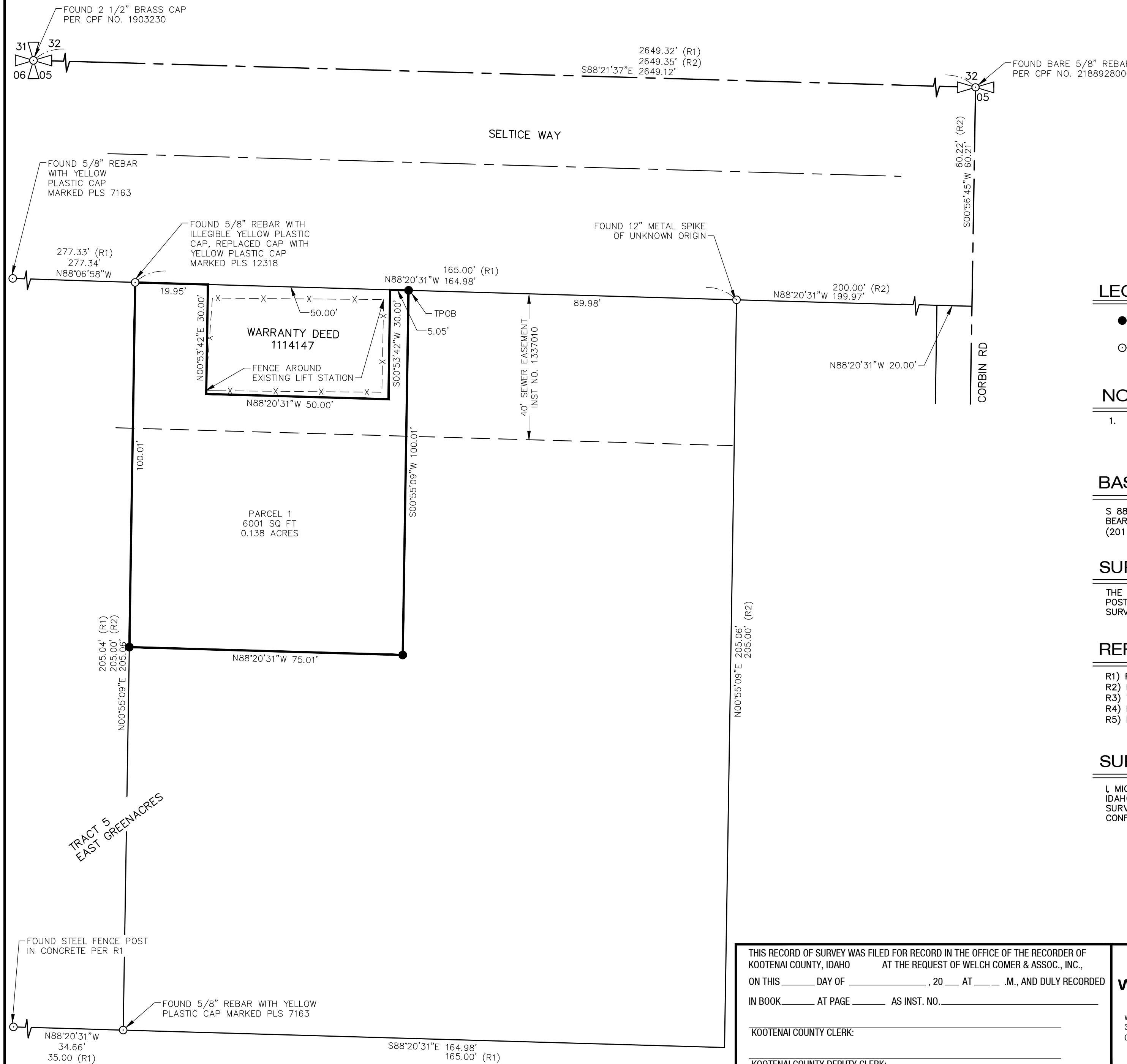
EXCEPTING therefrom that portion conveyed to the City of Post Falls for a Sewer Lift Station, by Deed recorded April 14, 1988, as Instrument No. 1114147, records of Kootenai County.

RECORD OF SURVEY

A PORTION OF TRACT 5, PLAT 9, EAST GREENACRES
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 5
 TOWNSHIP 50 NORTH, RANGE 5 WEST,
 BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

INSTRUMENT NO. _____

BK. _____ PG. _____



LEGEND

- SET 5/8" x 30" REBAR WITH YELLOW PLASTIC CAP MARKED "WELCH COMER PLS 12318"
- FOUND SURVEY MONUMENT AS NOTED

NOTES:

1. THE SEWER EASEMENT FILED AS INSTRUMENT NO. 1337010 DOES NOT EXIST ACROSS THE EXISTING CITY PARCEL SHOWN AS WARRANTY DEED 1114147 REFERENCE R3.

BASIS OF BEARING

S 88°21'37" E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 5. BEARING ARE BASED ON THE IDAHO COORDINATE SYSTEM, WEST ZONE, NAD83 (2011)(EPOCH 2010.000).

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ADD PROPERTY TO THE EXISTING CITY OF POST FALLS LIFT STATION AREA AS SHOWN. RECORDS USED DURING THIS SURVEY ARE IDENTIFIED IN THE SURVEY REFERENCES.

REFERENCES: RECORDS OF KOOTENAI COUNTY

- R1) RECORD OF SURVEY RECORDED IN BOOK 21 OF SURVEYS, PAGE 239
- R2) RECORD OF SURVEY RECORDED IN BOOK 4 OF SURVEYS, PAGE 268
- R3) WARRANTY DEED INSTRUMENT NO. 1114147
- R4) PLAT 9, EAST GREENACRES RECORDED IN BOOK B OF PLATS, PAGE 86
- R5) NEW CITY DEED TO BE RECORDED

SURVEYOR'S CERTIFICATE

I, MICHAEL LYNN HATHAWAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, LICENSE NUMBER 12318, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS IN CONFORMANCE WITH STATE OF IDAHO CODES.

Preliminary
 12/16/2021 8:45:11 AM

MICHAEL LYNN HATHAWAY PLS NO. 12318



THIS RECORD OF SURVEY WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF WELCH COMER & ASSOC., INC., ON THIS _____ DAY OF _____, 20__ AT _____ .M., AND DULY RECORDED IN BOOK _____ AT PAGE _____ AS INST. NO. _____

KOOTENAI COUNTY CLERK: _____

KOOTENAI COUNTY DEPUTY CLERK: _____



www.welchcomer.com 208-664-9382
 330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
 Coeur d'Alene, ID 83814 (fax) 208-664-5946

RECORD OF SURVEY

IN THE NW 1/4 OF SEC. 5,
 T.50N., R.5W., B.M.,
 KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41354.080
 DESIGNED BY: MLH
 DRAWN BY: TJT
 CHECKED BY: MLH
 NAME: 41354.080.PROS.DWG
 DATE: 11/18/2021
 SCALE: 1" = 20'
 SHEET NO:

GROUND LEASE

THIS GROUND LEASE is made as of the _____ day of July, 2022, between Terry Jordan (“Landlord”) and the City of Post Falls, a municipal corporation of the State of Idaho (“Tenant”).

1. Definitions.

The following terms as used in this Ground Lease shall have the meanings set forth as follows:

1.1 “Landlord”: Terry Jordan whose address is: 3200 W. Seltice Way, Post Falls, Idaho 83854.

1.2 “Tenant”: City of Post Falls whose address is: 408 N. Spokane Street, Post Falls, Idaho 83854.

1.3 “Leased Premises”: That certain property together with all buildings and improvements now or hereafter located thereon in the City of Post Falls, County of Kootenai, State of Idaho, lying east of 3306 and 3300 Seltice Way and south of Seltice Way more particularly described on Exhibit “A” attached hereto and incorporated herein by reference.

2. Term.

2.1 Landlord leases and Tenant rents the Leased Premises for an initial term commencing no later than January 1, 2023, and terminating at 11:59 p.m. on December 31st, 2023, unless extended or terminated earlier by the parties, operation of law, or the terms of this Lease.

2.2 Tenant, by giving Landlord at least thirty (30) days’ written notice before the expiration of the term or option term then in effect, may extend the term of this Ground Lease by one (1) year on the same terms and conditions as the primary term, and except that Tenant, by giving Landlord Sixty (60) days’ written notice may cancel any option term then in effect.

3. Rent.

3.1 Primary Term Rent: Tenant agrees to pay Landlord rent in the amounts set forth below, payable in one installment for the entire lease term in advance on the first day of the calendar year during the term of this Ground Lease (“Rent”).

During the primary term rent shall be as follows:

Annual Rental - \$18,000

- (a) Rent shall commence upon notice to Tenant the site is available and no later than January 1, 2023. Rents for any partial rent period after the date rent payments commence shall be prorated. For instance, if rent starts on December 20, 2022, then the Annual Rent payment for the first year shall include additional rent of $11\text{days}/31\text{days} \times \$1,500 = \$532.26$.

3.2 Option Term Rent: Tenant agrees to pay Landlord rent in the amounts set forth below, payable in monthly installments in advance on the first day of each calendar month during the option term of this Ground Lease (“Rent”).

During the Option Term rent shall be as follows:

Monthly Rental - \$1,500

3.3 Rent payments shall be mailed to the address provided in Article 11-(Notices).

3.4 In the event this Ground Lease is terminated pursuant to the provisions of this Ground Lease prior to the end of the primary term or option term then in effect, Rent shall be prorated to the date of termination, and Landlord shall refund to Tenant any rent paid and unearned as of the date of termination.

4. Use of Leased Premises.

4.1 Tenant shall occupy and use the premises for the purpose to improve the real property in accordance with Section 10.1 located at 3306 Seltice Way, only after consummation of the purchase of a portion of the property at 3300 Seltice Way, and for no other use.

5. Entry and Inspection.

5.1 Tenant shall permit Landlord or Landlord’s agents, representatives, or employees to enter the Leased Premises at reasonable times for inspection and other reasonable purposes.

6. Insurance.

6.1 Tenant agrees at all times during the Term and during any extension, to maintain in force, at Tenant’s sole cost and expense, insurance on the Leased Premises against the hazards of fire and injury, liability; and to name the Landlord as a named Insured with policy limits not less than One Million Dollars (\$1,000,000). Insurance requirements in this Agreement may be evidenced by a Certificate of Insurance.

7. Assignment.

7.1 Without the prior written consent of Landlord, Tenant shall not assign or sublease this Lease Agreement or the Leased Premises.

8. Time of Essence.

8.1 Time is of the essence in this Lease.

9. Landlord’s Title.

9.1 Landlord covenants that Landlord is the holder of fee simple title to the Leased Premises and has full right and authority to make this Ground Lease.

9.2 Landlord covenants that Tenant shall have quiet and peaceful possession of the Leased Premises and enjoy all of the rights granted herein without interference from Landlord, anyone acting by, through or under Landlord, or anyone having title paramount to Landlord.

9.3 The parties hereby agree that any breach of the provision of this Article shall be deemed material and that in such event, the Parties may cancel this Ground Lease in accordance with Section 13.4.

10. Construction and Alteration of Improvements on the Leased Premises.

10.1 Tenant may, at Tenant's expense and in accordance with applicable law, raze any improvements on the Leased Premises and construct on the Leased Premises any temporary improvements, including, without limitation, those necessary for construction of a sewer lift station on the Tenant's adjoining property, and make such repairs, additions, alterations, and improvements thereto as Tenant may deem desirable. Landlord shall not be obligated to maintain, replace or rebuild any improvements thereon. Prior to termination of the lease, tenant shall remove additions, alterations, and improvements and return the leased premises to the same or better condition as it existed at the beginning of the lease.

Notwithstanding Section 10.1, Tenant shall preserve and protect Landlord's fence on the eastern boundary of the Leased Premises and shall repair any damage caused by Tenant's activity.

10.2 Fee title to all improvements constructed on the Leased Premises by Tenant and all additions, alterations and improvements thereto made by Tenant, even though a part of the realty, shall be and remain in Tenant during the term of this Ground Lease. Upon the termination or expiration of this Ground Lease, fee title to all improvements then located on the Leased Premises shall pass to and vest in Landlord.

10.3 Tenant shall not permit any lien to stand against the Leased Premises for work done or materials furnished by or on behalf of Tenant, provided that Tenant may contest the validity of such lien, Tenant shall cause the lien to be satisfied and released of record.

10.4 If access is no longer available across the property at 3200 W. Seltice Way and if requested in writing by the Landlord, reasonable access to the property located south of the Leased Premises, shall be provided throughout the lease period. If this is utilized, the rent would be decreased by 25 percent (25%).

11. Taxes, Utility Charges, Etc.

11.1 Tenant agrees to pay all real property taxes and assessments on the Leased Premises and all personal property taxes on Tenant's property for the period this Ground Lease is in effect, with taxes and assessments to be prorated to the first and last days of the term. In the event that any taxes or assessments levied or assessed against the Leased Premises become due and payable during the term of this Ground Lease and may be legally paid in installments, Tenant may pay such tax or assessments in installments and shall be liable only for those installments prorated to the first and last days of the term. Tenant shall have the right to contest the amount or validity of all or any part of the taxes and assessments which Tenant is required to pay pursuant to this Ground Lease and, for that purpose, Tenant shall have the right to file in the name of Landlord all such

protests or other instruments and to institute and prosecute all such proceedings Tenant may deem necessary for the purpose of such contest. Any refund of any taxes or assessments Tenant has paid pursuant to this Ground Lease shall belong to Tenant, and Landlord agrees to pay-over the same to Tenant promptly in the event payment thereof is initially made to Landlord.

11.2 Tenant agrees to pay all charges for electricity, gas, heat, water, telephone and other utility services used by Tenant on the Leased Premises during the term of this Ground Lease.

11.3 Except as otherwise specifically provided for in this Lease, Tenant shall, at its sole cost and expense, keep and maintain the Leased Premises, including sidewalks, landscaping and driveways located on the Leased Premises, in good order and condition and repair, reasonable wear and tear excepted, and shall suffer no waste with respect thereto. Landlord has no responsibility to maintain or pay for any part of the maintenance or replacement of the Leased Premises.

12. Indemnification.

12.1 Tenant, during the term of this Ground Lease, agrees to indemnify, defend and hold harmless Landlord from any and all liability, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), causes of action, suits, claims or judgments arising from injury to person or property on the Leased Premises caused solely by Tenant or Tenant's agents negligent acts, except if caused by the willful act of Landlord or Landlord's tenants (other than Tenant), subtenants, agents, contractors or employees.

12.2 Landlord, during the term of this Ground Lease, agrees to indemnify, defend and hold harmless Tenant from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the portion of the property owned by Landlord or its adjoining streets, sidewalks or public rights-of-way (except those occurring in the interior of the Leased Premises), unless caused by the willful or negligent act or omission of Tenant, its subtenants, agents, contractors or employees.

13. Default.

13.1 Either party shall be deemed to be in default only upon the expiration of sixty (60) days from the receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Ground Lease unless that party, prior to the expiration of said sixty (60) days, has rectified the particulars specified in the notice. However, such party shall not be in default if such failure (except the failure to pay money) cannot be rectified within said sixty (60) day period and such party is using good faith and commercially reasonable efforts to rectify the particulars.

13.2 If the defaulting party is Tenant, Landlord may, upon thirty (30) days prior written notice to Tenant, (i) terminate this Ground Lease and re-enter the Leased Premises, or (ii) re-enter the Leased Premises without terminating this Ground Lease and sublet the whole or any part thereof, for the account of Tenant, upon as favorable terms and conditions as the market will allow. In the latter event, (a) Landlord shall have the right to collect any rent which may thereafter become due and payable under such sublease and to apply the same first, to the payment of any expenses

incurred by Landlord in dispossessing Tenant and in subletting the Leased Premises, and second, to the payment of the Rent herein reserved and to the fulfillment of Tenant's other covenants hereunder, and (b) Tenant shall be liable for amounts equal to the several installments of Rent as they would under the terms of this Ground Lease become due, less any amounts actually received by Landlord and applied on account of rent as aforesaid.

13.3 If the defaulting party is Landlord, Tenant may incur any expenses necessary to perform the obligation of Landlord as specified in such notice and may make a claim for a deduction of such expenses from the rents thereafter to become due.

13.4 If the default of Landlord or Tenant is material, the other Party may cancel this Ground Lease.

13.5 The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

13.6 In addition to the remedies set forth in this Ground Lease, Landlord and Tenant shall have all other remedies provided by law, in equity, or statute to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein, in equity, or by law provided, but each shall be cumulative.

14. Compliance with Laws.

14.1 Tenant agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Leased Premises. Tenant may contest the validity of any such law, ordinance, rule or regulation but shall indemnify and hold Landlord harmless against the consequences of any violation thereof by Tenant.

15. Notices.

15.1 Any notice provided for herein or desired hereunder shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the Leased Premises is located. All notices to Landlord or Tenant shall be sent to the person and address set forth below:

Landlord: Terry Jordan
3200 W. Seltice Way, Post Falls, Idaho 83854

Tenant: City of Post Falls
408 N. Spokane Street, Post Falls, Idaho 83854
Attention: Public Works Projects Division

The address to which notices are to be given may be changed at any time by either party by written notice to the other party. All notices given pursuant to this Ground Lease shall be deemed given upon receipt.

15.2 For the purpose of this Ground Lease, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 15.1 as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to Section 15.1.

15.3 Landlord and Tenant agree that a copy of all notices given hereunder shall also be given to such other persons and addresses as Landlord or Tenant may designate in writing to the other party.

16. Attorneys' Fees.

16.1 If either party to this Ground Lease initiates or defends any legal action or proceeding with the other party in any way connected with this Ground Lease, the prevailing party in such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party its reasonable costs and attorneys' fees (including its reasonable costs and attorney's fees on any appeal). If either party to this Ground Lease initiates or defends litigation with a third party because of the violation of any term, covenant, condition or provision of this Ground Lease, or obligation of the other party to this Ground Lease, then the party so litigating shall be entitled to reasonable attorneys' fees and costs (including its reasonable costs and attorney's fees on any appeal) incurred in connection with such litigation from the other party to this Ground Lease. In addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation. All such costs and fees shall be deemed to have accrued on commencement of any such legal action or proceeding and shall be enforce-able whether or not such legal action or proceeding is prosecuted to judgment.

17. Article Headings.

17.1 The article headings of the Ground Lease are inserted only for reference and do not affect the terms and provisions hereof.

18. Rights of Successors.

18.1 All of the rights and obligations under this Ground Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, except Tenant shall not assign its interest(s).

19. Prohibition of Construction or Operation.

19.1 Anything in this Ground Lease to the contrary notwithstanding, if proceedings are commenced within six (6) months after the date hereof, by any person or entity before any governmental authority or court having jurisdiction (whether local, state or federal) for the purpose of prohibiting or enjoining construction by Tenant on the Leased Premises and/or Tenant's

operation thereon, Tenant may at any time thereafter so long as said proceedings have not been dismissed with prejudice, terminate this Ground Lease by notice to Landlord.

20. Estoppel Certificates.

Each party agrees, upon receipt of written request from the other party and provided the requested party do so truthfully, to certify in writing to a prospective purchaser or Lienholder of the requesting party (i) that this Ground Lease is in full force and effect, (ii) that this Ground Lease has not been amended (or, if it has, identifying all such amendments), (iii) that this Ground Lease has not been assigned by the requested party (or, if it has, identifying all such assignments), (iv) that, to the requested party's knowledge, the requesting party is not in default of any of the terms, covenants, conditions or agreements contained in this Ground Lease (or, if the requesting party is in default, specifying the nature of such default), and (v) such additional facts within the requested party's knowledge as may be reasonably required by the requesting party.

21. Tenant's Right of First Refusal.

21.1 If Landlord determines to sell all or any part of the Leased Premises and receives an acceptable bona fide offer therefor, Landlord, before making any agreement to sell, shall give notice to Tenant stating Landlord's desire to sell and the amount and terms of such offer in detail. Tenant shall have the exclusive right for thirty (30) days after receiving such notice to purchase the Leased Premises to which such offer refers at the amount and on the terms of said offer. This Right of First Refusal shall expire at the end of the Term of this Lease. If Tenant elects to purchase the Leased Premises then in addition to the full purchase price Tenant shall also pay consideration in the amount of Thirty Thousand Dollars (\$30,000) as and for the Right of First Refusal. If Tenant fails to exercise said right and the Leased Premises are sold by Landlord to a third party, such sale shall nevertheless be made subject to this Ground Lease, including this Article, and said right shall be applicable to any and all subsequent offers to purchase received by Landlord's successors and assigns. Such third party does not include any member or members of Landlord's immediate family, nor any entity or entities controlled by Landlord or Landlord's immediate family, nor any trust or estate of Landlord.

22. General Provisions.

22.1 All of the provisions contained in this Ground Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. Tenant, however, has no assignable interest and shall not assign the Ground Lease.

22.2 In the event of any violation or threatened violation by any person of any of the easements, covenants or restrictions contained in this Ground Lease, Landlord and Tenant shall each have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Ground Lease.

22.3 If any term, covenant, condition or agreement of this Ground Lease or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Ground Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not

be affected thereby, and each term, covenant, condition or agreement of this Ground Lease shall be valid and shall be enforced to the extent permitted by law.

22.4 This Ground Lease contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Ground Lease shall be construed as a whole and not strictly for or against any party.

22.5 In construing the provisions of this Ground Lease and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

22.6 In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

22.7 The provisions of this Ground Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

22.8 This Ground Lease shall be construed under and governed by the laws of the state of Idaho. Any suits for any breach of this Ground Lease must be instituted and determined only in the Courts of the State of Idaho in the County of Kootenai and may not thereafter be removed to any other State or Federal Court.

EXECUTED as of the date first above written.

TENANT:

CITY OF POST FALLS

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

LANDLORD:

Terry Jordan

a _____

By *[Signature]*

Its *[Signature]*

Ground Lease, Exhibit A – Property



AS

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 8/16/2022

DATE: 8/10/2022 2:54 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ross Junkin
SUBJECT: Replacement of Dump trucks for Street Department

ITEM AND RECOMMENDED ACTION:

With approval of the Mayor and Council to ratify the decision to order (2) new 2022 Freightliner Dump trucks with plow and sanding packages. These new trucks will be replacements for existing dump trucks (S207 and S212). Both trucks will be assigned to our Streets division and serve as dump trucks and plow trucks. City staff requests that Council ratify the ordering on the open market of (2) new 2022 Freightliner Dump trucks in the total amount of \$ 763,722.98

DISCUSSION:

The FY22 approved budget included replacement funds for (2) Street department dump trucks. In the Spring of 2022 PW advertised for bids for these two dump trucks. We received no bids at that time. In discussions with manufacturers, we found that potential bidders were not willing to risk submitting a bid because material prices were very volatile. At that point we discussed our options with our Legal Department and at their counsel proceeded to request quotes directly from manufacturers. We reached out to three manufacturers for quotes. Only Freightliner Northwest provided a quote. The other two stated that they could not provide a quote because their body builders would not give them a price due to the fluctuating costs to them. We are able to piggy-back on the Washington State contract in going with Freightliner NW. This will provide the city with a 40.10% discount. Staff also recommends including a 10% contingency to cover potential cost escalations (increases to material costs, etc).

If ordered now, these trucks are expected to be delivered during FY23 or FY24 (it is not 100% known yet when they might be delivered). We recommend ordering these trucks as soon as possible so that we can put them into service asap (which we hope to be the winter of 2023-2024). If we decide to postpone an order, the price may increase, and we would potentially go without replacement trucks for the next few winters. The dump trucks that are to be replaced (S207: 1999 Sterling single-axle dump truck and S212: 1985 GMC tandem-axle dump truck) are both out of service due to mechanical deficiencies, excessive costs for repairs, and lack of availability for replacement parts.

Staff has also verified with our Finance Department that replacement funds are available for these two replacement trucks.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$763,772.98

BUDGET CODE:

001-431.0000.90050

RESOLUTION NO. 22-[Category]

RESOLUTION AUTHORIZING PROCUREMENT ON OPEN MARKET

WHEREAS, The City of Post Falls in fiscal year 2022 approved a budget which included replacement funds for two Street Department dump trucks; and

WHEREAS, In the spring of 2022 Public Works advertised a request for competitive bids for the two dump trucks in accordance with Idaho Code; and

WHEREAS, No bids were received by the city; and

WHEREAS, Discussions with manufacturers led city staff to conclude that material prices were volatile and therefore potential bidders were not willing to risk submitting a bid; and

WHEREAS, Idaho Code 67-2806(2)(h) provides that the governing board may pass a resolution declaring that the subject goods or services can be procured more economically on the open market; and

WHEREAS, the city proceeded to solicit quotes directly from three manufacturers; and

WHEREAS, only one manufacturer, Freightliner Northwest, provided a quote; and

WHEREAS, Freightliner Northwest, utilizing their contract with Washington State, has agreed to provide the city with a 40.10% discount; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Post Falls that:

The City attempted to procure the subject goods, the two dump trucks, through a competitive bidding process as outlined in Idaho Code §67-2806, no bids were received.

The City Council finds it as a fact that the subject goods, the new 2022 Freightliner Dump Trucks, can be more economically procured on the open market.

The City Council authorizes the procurement of the new 2022 Freightliner Dump Trucks from Freightliner Northwest utilizing the discount as a provided in the contract with Washington State.

This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law.

PASSED by the City Council on the ____ day of August, 2022, and

APPROVED by the City Council on this _____ day of August 2022.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

AYES:

NAYES:

ABSENT: