



**CITY COUNCIL
MEETING AGENDA**

**September 20, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

Topic: Area of City Impact Discussion

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:

- a. Proclamation – Constitution Week 2022

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 – September 6, 2022, City Council Meeting
- b. Minutes – September 14, 2022, Special City Council Meeting
- c. Payables – August 30, 2022 – September 12, 2022
- d. Surplus Computer Disposal
- e. Rights-of-Way Fennecus Street and Farmdale Avenue
- f. Vehicle Disposal of a 2013 Ford F150 Pickup

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. Froehlich Zone Change File No. ZC-22-5
- b. Ashford Place Annexation File No. ANN-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. Resolution – FY 2023 Personal Policy Changes
- b. Resolution – FY 2023 Forgone Tax Revised

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 for Public Works Facility and Park's

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.

ACTION ITEM

- a. Request for Building and Planning Permit Fee Waiver for Non-Profits
- b. How Development Impact Fees Function in Idaho (Not an Action Item for Information Only)

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):

- a. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.

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

Sept 20	5:00 pm	<u>City Council Workshop</u> – Area of City Impact
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 1	2:00 pm	Running Shoes and Micro Brews 5K Fun Run – Kiwanis Park
Oct 4	5:00 pm	<u>City Council Workshop</u> – Cottage Home Design Standards
Oct 4	6:00 pm	<u>City Council</u>
Oct 11	5:30 pm	Planning and Zoning Commission
Oct 18	5:00 pm	<u>City Council Workshop</u> – Tech Park Urban Renewal Discussion
Oct 18	6:00 pm	<u>City Council</u>
Oct 20	8:00 am	Urban Renewal Agency
Oct 25	6:00 pm	Parks and Recreation Commission
Oct 30	8:30 am	Pumpkin Bowl – Adult Men’s Flag Football Tournament – Warren Field
Oct 31		Halloween
Oct 31	3:00 pm	Trick or Treating at City Hall
Nov 1	5:00 pm	<u>City Council Workshop</u> – IDVVA Presentation/PFPD VSU
Nov 1	6:00 pm	<u>City Council</u>
Nov 5	9:00 am	Holiday Craft Fair at Trailhead Event Center
Nov 8	5:30 pm	Planning and Zoning Commission
Nov 11		City business offices will be closed in Observance of Veterans Day
Nov 15	5:00 pm	<u>City Council Workshop</u> – Workforce Planning And Funding Options
Nov 15	6:00 pm	<u>City Council</u>
Nov 17	8:00 am	Urban Renewal Agency
Nov 18	6:00 pm	Wild Turkey Dodgeball Tournament
Nov 22	6:00 pm	Parks and Recreation Commission
Nov 24		Thanksgiving – City business offices will Be closed
Nov 25		City business offices will be closed in Observance of Thanksgiving

Post Falls City Council Meeting

September 20th, 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

Workshop 5:00pm – Area of City Impact Discussion

1. Consent Calendar

d. Surplus Computer Disposal – The IT Department request approval to dispose of surplus computer equipment from various departments. This equipment has exceeded their useful life and are ready for disposal. They will be dismantled for useful spart parts, wiped clean of city information. If approved the IT Department will complete the disposal.

e. Rights-of-Way Fennecus Street and Farmdale Avenue – The Engineering Division requests approval of the dedication of rights-of-way associated with the extension of Fennecus Street and the Creation of Farmdale Avenue. To support initial development of Fennecus Street, a City Major Collector roadway and SH41 Backage Road, will need to be extended to north of Prairie Avenue. In addition, Farmdale Avenue will be created and extended, initially as a dead-end roadway, from Fennecus Street easterly. If approved, the Mayor will sign the provided documents.

f. Vehicle Disposal of a 2013 Ford F150 Pickup – The Streets Division is requesting approval to dispose of a 2013 Ford F150 pickup with 32,471 miles. The engine would cost more to fix than the vehicle is worth. If approved, the vehicle will be sold at action.

2. Public Hearings

a. Froehlich Zone Change File No. ZC-22-5 – Opportunity for public comment is given on the request of Mark Loudin and Zach Froehlich to rezone approximately 1.88-acres from Single-Family Residential (R-1) to Medium Density Residential (R-2) Zoning district. The property is located on the northwest corner of E. 16th Avenue and N. Cecil Road. The surrounding land uses are to the west is a church property, to the north and east are single-family homes and a multi-family site in Kootenai County and to the south are single-

family homes in the City of Post Falls. At their July 25, 2022, public hearing, the Planning and Zoning Commission made a recommendation of approval for the requested zone change. The KCFR and PFPD submitted comments as neutral to the request. One citizen submitted comment as neutral and one as opposed. After comment and discussion, Council should either approve or deny the zone change as presented.

- b. Ashford Place Annexation ANNEX-22-5 – Opportunity for public comment is given on the request from Dobler Engineering on behalf of Kulka Land, LLC to annex approximately 12.26-acres into the City of Post Falls with a zoning request of single-family residential (R-1) The property is located on the southwest corner of Grange Avenue and McGuire Road. The surrounding land uses to the north and west are large lot single family homes in the County. South includes a single-family home in the County separated by public right-of-way and to the east across McGuire Rd. is the Prairie Meadows single family home subdivision. At their May 25, 2022, public hearing, the Planning and Zoning Commission recommended approval of the zoning as requested. The PFPD and KCFR submitted comments as neutral to the request. One person testified in favor, one person testifies as neutral, and eight persons testified in opposition. After comment and discussion, Council should either approve or deny the annexation as presented.

3. Unfinished Business

- a. Resolution : FY 2023 Personal Policy Changes – This resolution formalizes the FY 2023 Personal Policy Changes that were presented at the September 6th Council Workshop. Council may adopt the resolution or take no action
- b. Resolution : FY 2023 Forgone Tax Revised – This resolution would replace the resolution approved at the September 6th City Council meeting. Since that meeting Kootenai County has given updated instruction on the foregone calculation with this updated resolution reflecting that. Council may adopt the resolution or take no action.

4. New Business

- a. Property Purchase for Public Works Facility and Park's – The Public Works Division and Parks Division requests approval of the purchase of 14.5-acres. The property would be used by both departments with Parks paying for and using 33% of the site and Public Works paying for and using 67% of the property. If approved, the Mayor will sign the closing documents.

6. Administrative / Staff Reports

- a. Request for Building and Planning Permit Fee Waiver for Non-Profits – City Administrator Shelly Enderud will present this. A request was received asking to waive building and planning permit fees associated with the Boys and Girls Club expansion. To ensure fairness Staff recommends if Council chooses to waive these fees it be applied uniformly to all non-profits.
- b. How Development Impact Fees Function in Idaho – Jon Manley, Planning Manager will provide an overview of the purpose of impact fees and how they operate in Idaho, along with specific information on the impact fees adopted in Post Falls.

8. Executive Session

- a. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.



**CITY COUNCIL
MEETING MINUTES**

**September 6, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

Topic: Personnel Policy Updates

Teresa Benner Human Resources Director presenting:

New Pay Strategies

- Section 410 Salary Practices – Changes in our salary practices to provide promotional paths for more of our positions and expands our list of Senior level status from officers to various other positions throughout the city. It recognizes acquired expertise and rewards employees for mentoring and training newer co-workers.
- Section 411 Incentive Pay Policies – incentives will be available for Department Heads to use to retain employees also the Cell Phone Stipend will end and replaced with an “a la carte” option that will be available to all full-time employees who have been employed for at least six months. Department Heads will determine funding and eligible reimbursement items annually and notify employees.

New Holiday

- Section 804 – Juneteenth June 19th will be added as a paid holiday.

Housekeeping Changes

- Section 808 – the change in this section is when there is a request for a leave of absence without pay that instead of the City Administrator approving it will be done by the Department Head and the HR Director.

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY COUNCIL PRESIDENT KERRI THORESON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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.

Motion by Malloy to remove from the agenda Consent Calendar Item C to be brought back at a later meeting.

Second by Walker.

Vote: Walker-Aye, Malloy-Aye, Thoreson-Aye, Ziegler-Aye, Borders-Aye, Shove-Aye
Motion Carried

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. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – August 16, 2022, City Council Meeting
- b. Payables – August 9, 2022 – August 29, 2022
- c. Bel Cielo III Annexation Legislative Decision – **Removed from Agenda**
- d. Tertiary Treatment Upgrade – Special Inspections, Request for Increase of Contract Amount
- e. Rights-of-Way and Easements for the Cecil Road Extension
- f. Amelia Apartments – Acquisition of Sanitary Sewer Easements
- g. Barnum’s Addition Zone Change Reasoned Decision
- h. Blue Spruce Meadows Subdivision Construction Improvement Agreement
- i. Third Addendum to Memorandum of Understanding with the Post Falls Urban Renewal Agency for the Cecil/Poleline and Cecil/Mullan Intersection Improvements

Motion by Malloy to accept the Consent Calendar as amended.

Second by Borders.

Vote: Ziegler-Aye, Borders-Aye, Shove-Aye, Malloy-Aye, Walker-Aye, Thoreson-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. Hydrilla Estates Zone Change File No. ZC-22-2

Public Hearing opened at 6:05 pm.

Staff Report

Jon Manley, Planning Manager Presenting: The applicant is requesting City Council to approve the zone change request from Single Family Residential Suburban (R-1-S) zoning to the designation of Single-Family Residential (R-1) on approximately 5.37 acres. On June 29th the Planning and Zoning Commission forward a recommendation of approval for the zoning designation of Single-Family Residential (R-1) zoning. Additionally, the Planning and Zoning Commission conditionally approved (subject to the zone change request) to subdivide approximately 5.37 acres into 15 lots. The water provider is East Greenacres Irrigation District and Wastewater is provided by the City of Post Falls. The Future Land Use Map designates this site as Low-Density residential.

Malloy: You said there is a plat agreement pending this decision?

Manley: There is a conditionally approved subdivision.

Malloy: So, if they wanted to go a higher density that agreement would have to be changed, correct?

Manley: They would have to bring back a new subdivision plan, a major amendment, for a public hearing in from of the Planning and Zoning Commission.

Malloy: So, if the current developer sells it and the new developer wants to do 5 units per acre what's the process there?

Manley: It would go before Planning and Zoning.

Malloy: Would it be a ton of work to do a development agreement limiting this to 15 parcels?

Warren Wilson, City Attorney: It is not a ton of work. If they want to do anything that is not on that screen, they will have to go back through another public hearing process.

Malloy: As long as it would comeback as a public hearing.

Shove: In the development agreement it says they will not begin development until the lift station is finished and 2025 is projected. Is that projected or will it be finished?

Rob Palus, Assistant City Engineer: The Water Reclamation Department has on their capital plan for that lift station to be upgraded in 2024. However, that is a couple of budget cycles out so we cannot guarantee that. If everything goes according to current planning, then 2025 would be correct.

Applicant

Ray Kimball, Whipple Consulting Engineers: With regards to the lift station the owner is going into this with his eyes wide open. His goal is to get the plans all done and ready for when the lift station is done. The owner has also been in discussion with Mr. Beacham about one of the lots being a site for the lift station. My client purchased this property a little over a year ago. Due to some squatters living there they waited until they were gone. This was annexed into the city about 15 years ago the market tanked. There are no plans for a change in density. The zoning fits the future land use map and complies with the City's transportation and sewer master plans. The R-1 zoning is supported by the comprehensive plan as described in the narrative and in the staff report. The proposed R-1 zoning is surrounded by residential uses and is over a mile away from any commercial zoning.

Testimony

In Favor

Wade Jacklin (CdA): Excellent infill location that will complete the Arrowleaf Loop. Removes the eyesore that is currently there. Many benefits to the city, community and neighbors with the approval of this subdivision.

Neutral - None

In Opposition - None

Rebuttal

None

Public Hearing closed at 6:30 pm.

Zoning Criteria

1. Amendments to the zoning map should be in accordance with the Future Land Use Map. Malloy and Borders: Yes.
2. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan. Malloy: This provides a fairly rare housing product with large lots.
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. Malloy: Completing the gravel road and filling in the connectivity of the sidewalks is a huge benefit . Borders: Traffic circulation.
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. Malloy: Farther away from Prairie, I-90, and Seltice.
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

Motion by Malloy to approve the Hydrilla Estates Zone Change File No. ZC-22-2 and direct staff to bring back a reasoned decision to a future Council meeting.

Second by Borders.

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

Motion Carried

- b. Morris Annexation ANNEX-0013-2022 (this is continued from 5/17/22)

Public Hearing opened at 6:33 pm.

Staff Report

Jon Manley, Planning Manager: The applicant is Gordon Dobler representing the owner, Harlan Douglas. The requested action is to recommend CCS zoning in support of an approximate 12 acres annexation request into the City of Post Falls. This was first brought before Council on 5/17/22. Council deliberated and moved to continuance. After the hearing the applicant proposed a development agreement revision to condition no residential uses within the annexation area.

Applicant

Gordon Dobler, Dobler Engineering: The owner is good with the restriction of no residential.

Testimony

In Favor - None
Neutral - None
In Opposition - None

Rebuttal

None

Public Hearing closed at 6:37pm.

Wilson: Is annexation of this property warranted?

Malloy: Yes, it is in the fastest expanding part of the city.

Thoreson: It connects to another commercial property.

Zoning Criteria

1. Amendments to the zoning map should be in accordance with the Future Land Use Map.
Malloy: Especially with the no residential in the development agreement this fits it to a tee.
Ziegler: I recall that was our biggest concern.
2. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.
Malloy: It fits because we need more commercial as the community grows it needs more services and jobs.
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.
Thoreson: Yes.
Ziegler: There is no direct access to 41, correct?
Palus: Access is restricted on 41 and there would be back age road development.
4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
Malloy: Yes.
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

Motion by Malloy to approve the Morris Annexation File No. ANN-0013-2022.

Second by Walker.

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

Motion Carried

Motion by Malloy to further move the Morris Annexation File No ANN-0013-2022 be assigned the zone Community Commercial Services (CCS) with the development agreement

saying there should be no residential on the property and direct staff to bring back a reasoned decision to a future Council meeting.

Second by Borders.

Vote: Shove-Aye, Malloy-Aye, Walker-Aye, Thoreson-Aye, Ziegler-Aye, Borders-Aye
Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Ordinance – Barnum’s Addition Zone Change File No. ZC-22-3

Motion by Walker to place Ordinance Barnum’s Addition Zone Change File No. ZC-22-3 on its first and only reading by title only while under suspension of the rules.

Second by Borders.

Vote: Malloy-Aye, Walker-Aye, Thoreson-Aye, Ziegler-Aye, Borders-Aye, Shove-Aye
Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL (R1) TO MEDIUM-DENSITY RESIDENTIAL (R2). 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 Walker to approve Ordinance Barnum’s Addition Zone Change File No. ZX-22-3 and to direct the Clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

Vote: Malloy-Aye, Walker-Aye, Thoreson-Aye, Ziegler-Aye, Borders-Aye, Shove-Aye
Motion Carried

- b. Ordinance - FY 2023 Budget

Motion by Walker to approve Ordinance FY 2023 Budget on its first and only reading by title only while under suspension of the rules.

Second by Borders.

Vote: Walker-Aye, Thoreson-Aye, Ziegler-Aye, Borders-Aye, Shove-Aye, Malloy-Aye
Motion Carried

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022, APPROPRIATING THE SUM OF \$129,649,625 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF POST FALLS FOR SAID FISCAL YEAR AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND

SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATIONS ARE MADE.

Motion by Walker to approve Ordinance FY 2023 and to direct the Clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

**Vote: Walker-Aye, Thoreson-Aye, Ziegler-Aye, Borders-Aye, Shove-Aye, Malloy-Aye
Motion Approved**

c. Resolution - FY 2023 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

Motion by Shove to approve Resolution FY 2023 Fee Schedule and to direct the clerk to assign the appropriate number.

Second by Borders.

**Vote: Thoreson-Aye, Ziegler-Aye, Borders-Aye, Shove-Aye, Malloy-Aye, Walker-Aye
Motion Carried**

d. Resolution - FY 2023 Forgone Tax Reserved

WHEREAS, Idaho Code 50-235 empowers the city council of each city to levy taxes for general revenue purposes; and,

WHEREAS, Idaho Code 50-1002 requires the city council of each city in the State of Idaho to pass a budget, referred to as an annual appropriation ordinance; and,

WHEREAS, Idaho Code 63-802(1)(a) allows each taxing entity to increase property tax budget amounts by a maximum of 3%, plus an amount calculated based on the value of both new construction and annexation added during the previous calendar year, plus an amount for forgone taxes; and,

WHEREAS, Idaho Code 63-802(1)(f) requires that the City adopt an annual resolution to reserve additional forgone amount in order to utilize that amount in subsequent years; and.

WHEREAS, the City has met the notice and hearing requirements in Idaho code 63-802(1)(f) to reserve the current year's increase in the forgone amount; and,

WHEREAS, the City intends to reserve \$325,850 of its current year's increase in allowable forgone amount.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF POST FALLS, IDAHO, that \$325,850 of the current year's allowable increase in its forgone amount is reserved and included in the City's total forgone balance for potential use in subsequent years.

Motion by Shove to approve Resolution FY 2023 Forgone Tax Reserved and to direct the clerk to assign the appropriate number.

Second by Borders.

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

None

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.

Chris Collins (Post Falls): Stated he has had issues with loose dogs around parks and has reported his neighbor on this. now he believes his neighbor might of reported him for something because he has seen police cars driving by him home.

Bob Flowers (Post Falls): Believes there should be new members on the Planning and Zoning board. Believes there is some conflict of interest going on and should represent all the citizens.

Thoreson: They are a volunteer position, and it is a serious commitment of time.

Shannon Howard, City Clerk: They have a four-year term that goes through February. There are two positions up in 2023, two the next year and three the following.

Shelly Enderud, City Administrator: The Mayor make a recommendation and Council approves or denys.

Howard. Right now, I have no applications on file.

Angela Thompson (Post Falls):Reported a homeless issue near where she lives by Black Bay.

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.

- a. Update on the Current Status of Roadway Projects: Rob Palus, Assistant City Engineer
 - Prairie Ave./Spokane St. Roundabout – Construction started in April 2022 and is estimated to be complete in November 2022. Cost of the project is \$5.3 million.
 - Poleline Ave./Cecil Rd. Roundabout – Construction started in June 2022 with substantial completion in September 2022. Cost of the project was \$2,408,265.59. funding for this

came from the Post Falls Urban Renewal District, Ross Point Water District, Developer Cash Outs, and Street Impact Fees.

- Mullan Ave./Cecil Rd. Access Safety – Construction started in July 2022 and was completed in August 2022. Cost of the project was \$187,062.20 and funded by the Post Falls Urban Renewal District.
- SH41 Widening – Project was started in February 2021 and estimated completion is October 2022 and the project is on schedule. Cost of the project was \$51.5 million.
- I-90/SH41 Interchange – Construction started August 2022 with an estimated completion summer 2025. Cost of the project is \$78 million.

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.

Malloy: School is in session, watch out for the kids.

8. EXECUTIVE SESSION

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

ACTION ITEM (To enter into executive session only):

- a. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.

Motion by Thoreson to enter into Executive Session pursuant to Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated, further that no action will be taken during the session and that the session will last approximately fifteen minutes.

Second by Malloy.

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

Motion Carried

Entered into Executive Session at 7:20 pm.

Exited Executive Session at 7:38 pm.

RETURN TO REGULAR SESSION 7:38 PM

ADJOURNMENT 7:38 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"



**SPECIAL CITY COUNCIL
MEETING MINUTES**

**September 14, 2022
9:30 AM**

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

SPECIAL MEETING – 9:30 am City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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.

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. 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. Water Reclamation Facility Change Order with McMillen Jacobs Addressing Contract Timeframes and Pipe Liner Installation.

Andrew Arbini, Projects Division Manager presenting: This is actually a change order for the Outfall project. This project is to replace an existing 12-inch outfall pipeline with a 30-inch pipeline. When pressure tests were done on the part of the pipe going down the slope into the river it was found to have a slight leak. After months of talks with contractor, pipe manufacture we came to this solution.

In the Change Order 4 we want to use a cured in place pipe liner (CIPP) that would provide certainty in obtaining a watertight pipeline. We would also waive liquidated damages which would result in a reduction to the guaranteed maximum price \$527,600 (includes construction contingency). If this is approved the contractor will start mobilization on September 20,2022 with a substantial completion date of October 19, 2022.

Mayor: What do you need from Council, the additional time frame or is there additional costs?

Arbini: Approval of the installation of the pipe liner and that we are waiving the liquidated damages outlined in the contract.

Thoreson: You said they would start Monday; do they have all the materials on hand so that they are ready to go?

Arbini: Yes, they have the liner on order and the delivery date is holding for the last week in September. They anticipated a week to two weeks to prep and clean the pipe and get everything ready.

Ziegler: Once the liner is in place is the pressure test preformed to check it or is that necessary?

Arbini: We will do a pressure test.

Malloy: Has the City occurred any costs because this project is nine months late?

Arbini: We have some additional time with JUB and some staff time. On the operation side it is not causing any issues with our system.

Malloy: Do you think the cost in staff time and JUB time has been \$50,000 or less?

Arbini: It is hard to say. I do not think anybody is coming out whole on this. I would say it is in the ballpark. Our line items to date are tracking under what was originally planned. It is likely we will be under \$200,000 under the quantities.

Borders: So, what will happen if the liner doesn't solve the leak problem?

Arbini: The pressure test has indicated a small amount likely a pin hole.

Warren Wilson, City Attorney: We have been working on this since November. The concern was that if it is in the slope, you could have a problem down the line. If it is in the river, it was going there anyway. It is more for the integrity of the slope and not the river.

Mayor: So, the discharge if there was a leak would be the treated effluent is that correct?

Wilson: Correct.

Mayor: So, it is water that is going into the river anyway.

Malloy: If there are issues later in the project can we collect liquidated damages then?

Arbini: We do. We are waiving the damages up to October 4th. If McMillen finishes by October 19th, we agreed not to collect damages from October 5th to 19th to give them some incentive to complete this on time.

Motion by Thoreson to approve the water reclamation facility change order #4 with McMillen Jacobs.

Second by Borders.

**Vote: Thoreson-Aye, Walker-Aye, Malloy-Aye, Ziegler-Aye, Borders-Aye, Shove-Aye
Motion Carried**

ADJOURNMENT 9:53 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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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: APPKT09563 - AP Check Run 9.21.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 9/15/2022

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
VEN11757	ANTHEM PACIFIC HOMES	APMWB	Check	BOND RELEASE - 3	BOND RELEASE - 3897 N. PASTURE VIEW	001-22115	2,000.00
				BOND RELEASE - 1	BOND RELEASE - 1508 W. GREEN CREST	001-22115	2,000.00
VEN06558	ARCHITERRA HOMES	APMWB	Check	BOND RELEASE - 2	BOND RELEASE - 2940 N CORVUS	001-22115	2,000.00
				BOND RELEASE - 2	BOND RELEASE - 2930 N. CORVUS	001-22115	2,000.00
				BOND RELEASE - 2	BOND RELEASE - 2920 N. CORVUS	001-22115	2,000.00
				BOND RELEASE - 2	BOND RELEASE - 2910 N. CORVUS	001-22115	2,000.00
VEN11902	DAUM CONSTRUCTION	APMWB	Check	BOND RELEASE - 4	BOND RELEASE - 4110 N. PRADERA	001-22115	2,000.00
				BOND RELEASE - 4	BOND RELEASE - 4092 N. PRADERA	001-22115	2,000.00
				BOND RELEASE - 4	BOND RELEASE - 4088 N. PRADERA	001-22115	2,000.00
VEN10000	MORT CONSTRUCTION	APMWB	Check	BOND RELEASE - 3	BOND RELEASE - 3352 N. CARRIAGE	001-22115	2,000.00
				BOND RELEASE - 3	BOND RELEASE - 3326 N. CARRIAGE	001-22115	2,000.00
VEN14660	Timothy Ott	APMWB	Check	09.14.22	Check for returned payroll ACH for PPE 9.2.22	001-21050	200.00
Balance Sheet Accounts Total:							22,200.00
Dept: 411 Mayor & Council							
H001	H & H Business Systems, Inc.	APMWB	Check	AR250932	Admin/Mayor/Clelrk & HR copier	001-411.0000.66050	31.80
P2420	Post Falls Chamber	APMWB	Check	66544	Keri Thoreson Connect for Lunch City Sponsor	001-411.0000.64010	25.00
Dept 411 Total:							56.80
Dept: 413 General Services							
H001	H & H Business Systems, Inc.	APMWB	Check	AR250932	Admin/Mayor/Clelrk & HR copier	001-413.0000.66050	42.36
Dept 413 Total:							42.36
Dept: 414 Finance							
B091	BDS	APMWB	Check	82858	Delinquent notices	001-414.1445.62170	256.27
						001-414.1445.62190	110.51
C291	Coeur d' Alene Press	APMWB	Check	I00549937-08052022	Fee Resolution FY 2023	001-414.0000.62000	24.19
				I00547490-08052022	Notice of Public Hearing for FY 2023 Budget	001-414.0000.62000	353.50
P2420	Post Falls Chamber	APMWB	Check	66519	Connect 4 Lunch J Faulkner, R Bain, K Russell	001-414.0000.64010	75.00
				66433	RCLA- K Russell	001-414.0000.64020	850.00
Dept 414 Total:							1,669.47
Dept: 415 City Clerk							
H001	H & H Business Systems, Inc.	APMWB	Check	AR250932	Admin/Mayor/Clelrk & HR copier	001-415.0000.66050	21.19
Dept 415 Total:							21.19
Dept: 418 Human Resources							
D09750	DeVries Info Management	APMWB	Check	0154702	On Site Recor Destruction	001-418.0000.63060	110.00
H001	H & H Business Systems, Inc.						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	AR250932	Admin/Mayor/Clerk & HR copier	001-418.0000.66050	42.36
Dept 418 Total:					152.36
Dept: 421 Police					
A0001	Alsco				
APMWB	Check	LSPO2556698	Shop uniforms	001-421.4000.72000	12.73
		LSPO2554523		001-421.4000.72000	30.98
C220	Coleman Oil Co				
APMWB	Check	CICL06109	Patrol & Animal Safety Fuel	001-421.0000.64030	7,587.11
C3090	Columbia Electric Supply				
APMWB	Check	1120-1010139	Zip ties - 1 package for Evidence, 1 package fo	001-421.0000.63920	96.15
				001-421.0000.67100	96.15
D070	Dell Marketing LP				
APMWB	Check	10610703225	Laserfiche Server Update	001-421.0000.66044	7,874.84
G020	Galls, An Aramark Company				
APMWB	Check	021844964	Patrol gloves	001-421.0000.67020	168.96
		021852363	Handcuffs - Mack	001-421.0000.67020	70.98
		021890490	Uniform belt - Mack	001-421.4000.72000	64.46
		021897235	Uniform shirts - Mack	001-421.4000.72000	202.18
H001	H & H Business Systems, Inc.				
APMWB	Check	AR250930	PFPD Copier 8/1 - 8/31	001-421.0000.66042	7.13
VEN13191	Intermax Networks				
APMWB	Check	215351	Fiber link to County	001-421.0000.62040	475.00
N001	Napa Auto Parts				
APMWB	Check	3688-183178	Engine mount - stock	001-421.0000.67100	75.78
		3688-183179	Brake fluid - stock	001-421.0000.67100	37.12
		3688-183211	Oil filters - stock	001-421.0000.67100	84.62
		3688-182846	Electric batteries - stock	001-421.0000.67100	15.98
		3688-181919	LED bulbs - PFPD118	001-421.0000.67100	11.72
		3688-181713	Core deposit credits	001-421.0000.67100	-54.00
		3688-181599	Credit for 3688-169770	001-421.0000.67100	-347.88
		3688-181514	Emergency service rotors - PFPD93	001-421.0000.67100	95.79
		3688-181613	Battery - FPD118	001-421.0000.67100	232.86
		3688-182951	Fan assembly - PFPD119	001-421.0000.67100	162.96
		3688-181346	Battery - PFPD83	001-421.0000.67100	118.73
		3688-183212	Oil filters - stock	001-421.0000.67100	71.74
		3688-181524	Battery - PFPD123	001-421.0000.67100	116.43
		3688-181778	Credit for returns	001-421.0000.67100	-452.34
VEN05041	NW Dent, Inc.				
APMWB	Check	106726	Dent repair - PFPD117	001-421.0000.67170	85.00
O050	Oxarc Inc.				
APMWB	Check	0031611213	Fire extinguisher recharges and gloves	001-421.0000.67170	125.03
		0031605594	Fire extinguisher recharges	001-421.0000.67170	163.88
R1541	Ricoh USA Inc.				
APMWB	Check	5065470419	PFPD Copier Usage 8/1 - 8/31 SN XXX6567	001-421.0000.66050	79.25
		5065462335	PFPD Copier Usage 8/1 - 8/31 XXX7152	001-421.0000.66050	27.28
		5065471152	PFPD Copier Usage 8/1 - 8/31 SN XXX6566	001-421.0000.66050	177.92
R251	Serights Ace Hardware				
APMWB	Check	334190/1	CM filters - shop	001-421.0000.67100	49.38
S275	Solar Eclipse				
APMWB	Check	44970	Rockchip repair - PFPD124	001-421.0000.67170	54.90
VEN07714	Uniforms2gear, Inc				
APMWB	Check	INV-2022-08-0809	ECO Uniform shirt - Dowd	001-421.4000.72000	37.02
VEN14328	ZaccWorks				
APMWB	Check	2022-0826A	Server maintenance	001-421.0000.66043	135.00
		2022-0826B	Website maintenance	001-421.0000.66043	125.00
Dept 421 Total:					17,915.84
Dept: 423 Oasis					
VEN14365	Valiant Law				
APMWB	Check	22-12517	VSU Legal services	001-423.1153.68400	1,495.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	22-12439	VSU legal services	001-423.1153.68400	1,499.00
Dept 423 Total:					2,994.00
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	001-424.0000.64030	154.35
P2420	Post Falls Chamber				
APMWB	Check	66520	Connect for Lunch City Sponsored Chamber B	001-424.0000.64010	25.00
Dept 424 Total:					179.35
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CICL06109	Patrol & Animal Safety Fuel	001-427.0000.64030	209.35
Dept 427 Total:					209.35
Dept: 431 Streets					
A497	Arrow Construction Supply, Inc				
APMWB	Check	347981	Lumber Crayons - Salt Shed Project	001-431.0000.93010	22.08
VEN14174	ATSI				
APMWB	Check	INV108688	12 month calibration service	001-431.0000.66016	721.98
VEN05261	CDA PAVING				
APMWB	Check	76043	Yard clean out	001-431.0000.68150	21.94
		76137	Dumping - CONC/MIXED A/C SL Sidewalk par	001-431.0000.68150	11.59
		56339	Ecology blocks for salt storage building	001-431.0000.93010	3,410.00
C220	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	001-431.0000.64030	8,775.58
VEN01373	Intermountain Sign & Safety				
APMWB	Check	15877	24 x 12 aluminum blanks	001-431.0000.63260	108.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	790464	Patch Clean up	001-431.0000.68090	132.00
		790774	Patching	001-431.0000.68090	301.62
		790680	2350 Top Course	001-431.0000.68150	52.29
N001	Napa Auto Parts				
APMWB	Check	3688-184685	Pry bar set, pliers, ball mount, trailer ball	001-431.0000.67090	98.60
VEN05363	North 40 Outfitters				
APMWB	Check	40357/E	Ratchet straps, bit driver set, 3# hammer, Hex	001-431.0000.67090	117.96
P1001	Pape Machinery				
APMWB	Check	70444903	Rental of Box Scrapper for Streets	001-431.0000.67070	3,500.00
R251	Serights Ace Hardware				
APMWB	Check	334843/1	Propane	001-431.0000.68100	27.81
		334872/1	Propane	001-431.0000.68100	33.53
		24504/3 Rathdrum	60# Concrete Premix Bag AAA	001-431.0000.68150	276.64
		334647/1	Concrete Premix 60# - original invoice# 33464	001-431.0000.68150	-276.64
		334627/1	Nails bolts nuts - salt shed	001-431.0000.93010	65.00
		334610/1	Big Gap Great Stuff	001-431.0000.93010	43.14
		334628/1	Salt Shed: Great Stuff Big Gap 20 oz	001-431.0000.93010	32.37
		334848/1	Salt Shed : Fuel hose, Blowgun kit	001-431.0000.93010	20.67
VEN14627	Transmap				
APMWB	Check	2981989	2022 City Street Crack Map Pavement Analysis	001-431.0000.62040	29,515.02
Z026	Ziegler Lumber Co #017				
APMWB	Check	301077	Drill bits	001-431.0000.67090	66.44
Dept 431 Total:					47,077.62
Dept: 432 Public Works Administration					
C220	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	001-432.0000.64030	127.12
P2420	Post Falls Chamber				
APMWB	Check	66520	Connect for Lunch City Sponsored Chamber B	001-432.0000.64010	50.00
Dept 432 Total:					177.12
Dept: 433 Facility Maintenance					

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>C220</u>	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	001-433.0000.64030	406.56
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	334834/1	Cord end replacement for Maintenance buffer.	001-433.0000.67030	4.76
<u>W0226</u>	Walter E Nelson Co				
APMWB	Check	479253	Cleaning supplies	001-433.0000.63150	403.39
Dept 433 Total:					814.71
Dept: 434 Fleet Maintenance					
<u>A0001</u>	AlSCO				
APMWB	Check	LSPO2554505	Uniforms and Rugs	001-434.0000.63160	181.57
		LSPO2558841	Uniforms & Rugs	001-434.0000.63160	181.57
		LSPO2555251	Turkish Rags	001-434.0000.63160	300.00
		LSPO2550226	Uniforms & Rugs	001-434.0000.63160	169.69
		LSPO2556681		001-434.0000.63160	117.85
<u>C220</u>	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	001-434.0000.64030	348.56
<u>VEN03826</u>	FMI Equipment				
APMWB	Check	SPK-1002553	Overflow Coolant Cap	001-434.0000.63012	59.77
<u>L060</u>	Les Schwab Central Billing Dep				
APMWB	Check	10500855347	Tire dismount/mount	001-434.0000.67210	26.00
<u>VEN12699</u>	Mike White Ford of Coeur d'Alene				
APMWB	Check	62851	Kit- Jet - #T204	001-434.0000.63013	21.36
<u>N001</u>	Napa Auto Parts				
APMWB	Check	3688-184199	Air Filters S002/3/4	001-434.0000.63011	356.94
		3688-174431	Blue Def 55 Gal Def Pump	001-434.0000.63011	562.10
		3688-184063	Air Filters S001	001-434.0000.63011	150.70
		3688-171598	FHP Bladerunner Belt - P455	001-434.0000.63012	148.48
		3688-171659	FHP Truflex Belt	001-434.0000.63012	15.79
		3688-171660	FHP Truflex Belt \$47.37 + Freight \$25.99	001-434.0000.63012	47.37
				001-434.0000.63070	25.99
		3688-175861	14" Ratchet - Inflator w/15 ft hose	001-434.0000.67090	342.27
		3688-171324	LED Worklamp	001-434.0000.67090	200.80
		3688-173959	13P 6P COM WREN M	001-434.0000.67090	116.80
		3688-184097	Crocodile 100 ct - F101	001-434.0000.67120	18.00
<u>P180</u>	Perfection Tire				
APMWB	Check	1045048	ATV tire mount	001-434.0000.67190	467.36
<u>T106</u>	Titan Truck Equipment				
APMWB	Check	1332787	Jump Pack 10000A	001-434.0000.67090	889.00
<u>VEN08038</u>	United Rentals (North America), Inc				
APMWB	Check	210152677-001	P305 Repair parts for boom and attachments	001-434.0000.63012	4,368.36
		208823077-001	Forklift Preventative maintenance	001-434.0000.67170	853.12
<u>W180</u>	Western States Equipment				
APMWB	Check	IN002129981	Filters & lubrication for leased loaders	001-434.0000.63011	328.30
		IN002128370	Filters. elements for leased loaders	001-434.0000.63011	1,081.99
Dept 434 Total:					11,379.74
Dept: 441 Urban Forestry					
<u>C220</u>	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	001-441.0000.64030	311.01
Dept 441 Total:					311.01
Dept: 442 Cemetery					
<u>C060</u>	Carrot-Top Industries Inc.				
APMWB	Check	INV109949	Flags	001-442.0000.63060	450.50
<u>C220</u>	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	001-442.0000.64030	637.37
<u>M0942</u>	Metalcraft, Inc.				
APMWB	Check	243960	12 vases for monuments	001-442.0000.63760	1,135.26
<u>R060</u>	Ragan Equipment Co.				
APMWB	Check	01-116213	Lawnmower blades	001-442.0000.67050	187.56

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	01-116100	Belt	001-442.0000.67050	115.48
R251	Serights Ace Hardware				
APMWB	Check	328690/1	Box fan	001-442.0000.63060	35.08
VEN03968	Wilbur-Ellis Company - Spokane				
APMWB	Check	15321854	Sureguard	001-442.0000.68220	630.27
Dept 442 Total:					3,191.52
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	477786	White Pine Portables	001-443.0000.65050	191.94
		477784	Upper Corbin Portable	001-443.0000.65050	140.00
		477746	Hilde Kellogg Portable	001-443.0000.65050	125.00
		477748	Skate Park Portable	001-443.0000.65050	125.00
		477766	4th St. Trailhead Portable	001-443.0000.65050	125.00
		477772	Community Garden	001-443.0000.65050	125.00
		477785	Warren Portable	001-443.0000.65050	125.00
		477745	Q'emiln Portable Restrooms	001-443.0000.65050	460.00
		477747	Black Bay Portable	001-443.0000.65050	150.00
VEN14428	Asphalt Pros USA				
APMWB	Check	1447	Seal and Stripe Several Park Parking Lots	001-443.0000.68111	8,976.80
		1448		001-443.0000.68111	6,388.20
		1446		001-443.0000.68111	9,305.20
		1449		001-443.0000.68111	2,953.20
A017	A-Tec, Inc.				
APMWB	Check	5791	Install Magnetic Locks at Q'emiln Restrooms	001-443.0000.67030	5,808.41
C220	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	001-443.0000.64030	5,383.57
C3818	Cooper Fabrication, Inc.				
APMWB	Check	24073	Modify Railing at Tullamore Park	001-443.0000.62180	2,246.79
E054	Evan Ferguson Concrete, Inc.				
APMWB	Check	1513	Kiwanis Memorial Bench	001-443.0000.68170	1,175.00
F020	Fastenal Company				
APMWB	Check	IDCOE165540	Hardware for stock	001-443.0000.67030	27.21
		IDCOE161345		001-443.0000.67030	6.81
		IDCOE165951		001-443.0000.67030	2.50
		IDCOE166127	Lean-to Hardware (Construction)	001-443.0000.94180	307.28
G098	Grainger				
APMWB	Check	9429720866	Plumbing - Toilet Water Sensors	001-443.0000.68250	1,290.55
H001	H & H Business Systems, Inc.				
APMWB	Check	AR250931	Parks Copier 8/1 - 8/31	001-443.0000.66061	66.70
VEN02996	Idaho Department of Environmental Quality				
APMWB	Check	20230302	Q'emiln Drinking Water Assessment	001-443.0000.65110	25.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	788443	Lean-to Concrete (Constriction)	001-443.0000.94180	406.35
		785639	Gravel for Lean-to	001-443.0000.94180	1,850.50
N001	Napa Auto Parts				
APMWB	Check	3688-185024	Tools for Parks	001-443.0000.67090	278.69
VEN14065	North Idaho Pest				
APMWB	Check	2020-089	Wasp Trapping in Parks	001-443.0000.68215	196.00
		2020-050 Not a Dupli	Pest control in all the parks.	001-443.0000.68215	1,590.00
VEN14655	OTW Safety				
APMWB	Check	Z6230	Green Billboard Barricades	001-443.0000.63530	16,443.57
R1541	Ricoh USA Inc.				
APMWB	Check	5065495216	Parks Dept Copier Usage 6/1 - 11/30 (Includes	001-443.0000.66061	1,301.81
R251	Serights Ace Hardware				
APMWB	Check	334732/1	Oil Absorbent	001-443.0000.66190	9.69
		334505/1	Small equipment Maint.	001-443.0000.66190	9.79
		334725/1	Door Frame Hardware (Construction)	001-443.0000.67030	42.48
		334899/1	Restroom Hardware	001-443.0000.67030	3.68
		334615/1	Wasp Spray (Q'em)	001-443.0000.68220	7.50
		258996/2	Hornet Spray / Pest Control	001-443.0000.68220	85.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>A565</u>	SiteOne Landscape Supply, LLC				
APMWB	Check	123141473-001	Irrigation parts - South side	001-443.0000.68230	19.36
		122705600-001	Field Chalk (Rec.)	001-443.0000.68240	278.04
<u>W0226</u>	Walter E Nelson Co				
APMWB	Check	478395	Toilet Paper for Parks (Cleaning)	001-443.0000.63150	607.70
<u>Z026</u>	Ziegler Lumber Co #017				
APMWB	Check	296849	Lean-to construction (Construction)	001-443.0000.94180	20.54
Dept 443 Total:					68,680.86
Dept: 445 Recreation					
<u>A365</u>	American On-Site Services				
APMWB	Check	473619	Triathlon Portable Restrooms (Recreation)	001-445.0000.65050	470.00
<u>A0071</u>	ASCAP				
APMWB	Check	500579290 8.20.22	Music Copyright	001-445.0000.62170	20.64
<u>C220</u>	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	001-445.0000.64030	198.88
<u>VEN10617</u>	Paint CdA, LLC				
APMWB	Check	9.12.22	Contract payment Art in the Park 9/11/22	001-445.0000.62040	367.50
<u>P2420</u>	Post Falls Chamber				
APMWB	Check	66069	Advertising	001-445.0000.62000	1,500.00
<u>S054</u>	Schmidt, Sheila				
APMWB	Check	Fall 22 Ses 1	Gymnastics contract Fall 2022, session 1	001-445.1617.33339	2,163.20
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	334722/1	Zip Ties for soccer field signs	001-445.0000.63080	4.49
Dept 445 Total:					4,724.71
Dept: 451 Planning & Zoning					
<u>C291</u>	Coeur d' Alene Press				
APMWB	Check	I00557169-08262022	Council Zone change publication	001-451.0000.62000	224.25
		I00555194-08192022	Annexation Publication P&Z	001-451.0000.62000	177.54
		I00555202-08192022	Morris Council Annexation Publication	001-451.0000.62000	229.44
		I0057180-08262022	Council Annexation Publication	001-451.0000.62000	184.46
Dept 451 Total:					815.69
Dept: 452 Building Inspector					
<u>C220</u>	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	001-452.0000.64030	854.02
Dept 452 Total:					854.02
Dept: 453 Engineering					
<u>C220</u>	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	001-453.0000.64030	292.47
<u>VEN07931</u>	HAYDEN HOMES				
APMWB	Check	BLDR-22-1077 2207	Refund for overpayment	001-453.1752.33501	0.50
Dept 453 Total:					292.97
Fund 001 Total:					183,760.69
Fund: 002 - COMPREHENSIVE LIABILITY					
Dept: 410 General Government Services					
<u>I065</u>	ICRMP				
APMWB	Check	02152 - 2023 - 1	10/1/2022 - 9/30/2023 Policy Year Annual Prer	002-410.0000.62290	140,539.50
Dept 410 Total:					140,539.50
Fund 002 Total:					140,539.50
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
<u>VEN12161</u>	Winncom Technologies Corp.				
APMWB	Check	STDINV0210595	Cambium Wireless link licensing upgrade	008-426.0000.67280	2,268.00

Dept 426 Total: 2,268.00

Fund 008 Total: 2,268.00

Packet: APPKT09563 - AP Check Run 9.21.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 9/15/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
VEN06795	Kootenai County Fire and Rescue				
APMWB	Check	4822	Fire Inspection for Food vendors - Post Falls Fire	023-446.1660.33337	160.00
					Dept 446 Total: 160.00
					Fund 023 Total: 160.00
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Check	0154920	Spokane Street - Prairie Avenue Project	037-431.0000.95134	16,831.56
VEN07815	LaRiviere, Inc				
APMWB	Check	Pay App #4	Spokane Prairie Project	037-431.0000.95200	100,347.29
		Pay App #5		037-431.0000.95200	479,114.42
					Dept 431 Total: 596,293.27
					Fund 037 Total: 596,293.27
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5005	Tullamore Sports Complex Phase 1	038-443.0000.94165	59,978.63
					Dept 443 Total: 59,978.63
					Fund 038 Total: 59,978.63
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	125222	3rd Quarter Biosolids	650-463.0000.68360	780.00
		125663	August monthly	650-463.0000.68360	610.00
A424	Anatek Labs, Inc.				
APMWB	Check	2214513	Surface Water Testing	650-463.0000.68360	480.00
VEN14648	Beveridge and Diamond PC				
APMWB	Check	214513	IPDES Legal support through May 2022 per en	650-463.0000.62010	4,859.00
		214514	IPDES Legal support for June 2022 per engag	650-463.0000.62010	565.00
C18750	CityServiceValcon, LLC				
APMWB	Check	0600643	ditch oil	650-463.0000.68025	2,833.88
C2960	COGZ Systems, LLC				
APMWB	Check	S016881	COGZ Systems Maintenance Software Yearly	650-463.0000.66012	545.00
C220	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	650-463.0000.65005	555.63
C3814	Co-op Supply. INC.				
APMWB	Check	286389	Boots/fuel can spout	650-463.4000.72000	51.96
VEN03982	Dally Environmental LLC				
APMWB	Check	2637	SRSP August 2022	650-463.0000.62040	504.68
H030	Hach Company				
APMWB	Check	13220304	TIMER, COUNT UP/DOWN 99MIN LCD	650-463.0000.63400	245.31
		13218073	AMMONIA, TNT+, HR (2-47 MG/L) PK/25	650-463.0000.63400	156.46
K0037	K & N Electric Motors Inc.				
APMWB	Check	0136757	ditch 5 motor repair	650-463.0000.68025	6,580.70
		0136810	Machine 1MM Thick Washers	650-463.0000.68025	300.00
VEN04172	Northwest Scientific, Inc.				
APMWB	Check	5159918	Phosphorus, Total, Test 'N Tube Reagent Test	650-463.0000.63400	476.98
P2420	Post Falls Chamber				
APMWB	Check	66520	Connect for Lunch City Sponsored Chamber B	650-463.0000.64010	25.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
R251	Serights Ace Hardware				
APMWB	Check	334494/1	Dishwasher Rerack	650-463.0000.63400	14.96
		334564/1	ACE GLOVES BLK/RED M	650-463.0000.68025	14.39
		334489/1	WTTP Shop Supplies	650-463.0000.68025	37.02
		334399/1	Duct Tape, Super Glue & Gloves - WWTP	650-463.0000.68025	51.06
VEN11958	Ultra-Lawn, LLC				
APMWB	Check	81374	WRF Lawn Care for 2022	650-463.0000.62180	4,338.69
		81391		650-463.0000.62180	153.00
W0226	Walter E Nelson Co				
APMWB	Check	478725	Cleaner/gloves/towels	650-463.0000.63400	512.17
		478990	Cleaner/eye wash	650-463.0000.63400	248.48
Dept 463 Total:					24,939.37

Dept: 466 Wastewater - Collections

VEN07821	Broadways Industrial Supply Co, LLC				
APMWB	Check	453320	Lifting straps/shackles	650-466.0000.63330	445.62
C220	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	650-466.0000.65005	2,040.79
VEN03032	DIVCO				
APMWB	Check	SVC89676	12th ave ac repair	650-466.0000.68010	2,026.80
R251	Serights Ace Hardware				
APMWB	Check	334483/1	WTTP Shop Supplies	650-466.0000.63006	24.09
		334663/1	FOAM WASP & HORNET17.5OZ	650-466.0000.63006	24.00
		330436/1	Dual USB DC Adapter	650-466.0000.63330	8.99
		334403/1	RAPID LOAD SET 20PC -WWTP	650-466.0000.67090	21.59
		329974/1	Engineer Hammer & Wedges	650-466.0000.67090	79.13
Dept 466 Total:					4,671.01

Dept: 468 Wastewater - Surface Water

C220	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	650-468.0000.65005	479.37
H1957	Horizon				
APMWB	Check	2S175306	Q4 Plus Herbicide	650-468.0000.68220	148.48
R251	Serights Ace Hardware				
APMWB	Check	329837/1	Mowing Head Durocut, Engine Oil STIHL	650-468.0000.68380	47.75
Dept 468 Total:					675.60
Fund 650 Total:					30,285.98

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

A293	Allwest Testing & Engin., LLC				
APMWB	Check	26371	Special inspections and testing services for the	651-463.3213.90015	6,300.00
		24819	Compaction testing services at 1620 W. Lundy	651-463.6505.95520	389.50
J105	J-U-B Engineers, Inc.				
APMWB	Check	0155085	Water Reclamation Facility Planning Study con	651-463.3209.95500	9,873.27
		0155655	Engineering and CMS services for the construc	651-463.3213.90015	146,554.75
P050	Panhandle Area Council				
APMWB	Check	28-PFLM	PAC Invoice August 2022 - Tertiary Plant Upgr	651-463.3213.90015	1,871.00
VEN14291	Sletten Construction Company				
APMWB	Check	Pay App 22	Construction of the WRF Tertiary improvement	651-463.3213.90015	375,302.69
Dept 463 Total:					540,291.21
Fund 651 Total:					540,291.21

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

J105	J-U-B Engineers, Inc.				
APMWB	Check	0154920	Spokane Street - Prairie Avenue Project	652-463.3220.95520	5,745.25
VEN07815	LaRiviere, Inc				
APMWB	Check	Pay App #4	Spokane Prairie Project	652-463.3226.95520	124,087.87

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	Pay App #5	Spokane Prairie Project	652-463.3226.95520	93,239.23
		Pay App #3		652-463.3226.95520	286,620.69
VEN14614	Strider Construction Co, Inc				
APMWB	Check	Pay App 3	Ponderosa LS Pay App #3	652-463.3214.95520	297,540.00
T11390	T-O Engineers, Inc.				
APMWB	Check	200143-28	Engineering and CMS support for the constructi	652-463.3214.95520	13,833.12
Dept 463 Total:					821,066.16
Fund 652 Total:					821,066.16

Fund: 700 - SANITATION

Dept: 461 Sanitation

C1161	CDA Garbage				
APMWB	Check	1626003	Dumpsters - Q'Emlin park	700-461.0000.65050	941.24
VEN02385	Prairie Transfer Station				
APMWB	Check	06-42581	Big Can Refuse	700-461.0000.65050	37.70
		06-43138		700-461.0000.65050	26.00
		06-34541	White Pine Yard Waste	700-461.0000.65050	15.60
		06-42320	Big Can Refuse	700-461.0000.65050	63.70
Dept 461 Total:					1,084.24
Fund 700 Total:					1,084.24

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

VEN14124	Badger Meter, Inc.				
APMWB	Check	80106360	BEACON MBL HOSTING SERV UNIT, AUG 21	750-462.0000.66012	29.28
VEN13104	Bluejay Industrial Inc				
APMWB	Check	27108	GALV. JAW & JAW TURNBUCKLE - WATER	750-462.0000.63280	192.00
C220	Coleman Oil Co				
APMWB	Check	CL08679	Fuel	750-462.0000.64030	2,290.39
H215	Core & Main LP				
APMWB	Check	R461349	MTR ADAPTER - WATER	750-462.0000.63280	129.16
G098	Grainger				
APMWB	Check	9437599989	GRINDER - BATTERIES - WATER	750-462.0000.66190	582.09
		9437889992	PSI TRANS WELL9 - WATER	750-462.3315.68382	329.89
H001	H & H Business Systems, Inc.				
APMWB	Check	AR250933	Water Dept Copier 8/1 - 8/31	750-462.0000.63060	38.79
H1957	Horizon				
APMWB	Check	2S176576	WATER OFFICE	750-462.0000.68010	143.86
N0991	Norco Inc				
APMWB	Check	35689167	Contact Tip .030 - Water	750-462.0000.63280	43.15
VEN14559	One Call Concepts, Inc				
APMWB	Check	2085023	LOCATES - WATER	750-462.0000.62320	1,223.04
R251	Serights Ace Hardware				
APMWB	Check	334372/1	Utility Saw 6" - Water	750-462.0000.63280	33.45
		334815/1	SHOP - WATER	750-462.0000.63280	42.27
		330601/1	Water Shop Supplies	750-462.0000.63280	83.43
T106	Titan Truck Equipment				
APMWB	Check	1323397	CTECH 5 DRAWER UNIT - Josh B	750-462.0000.67170	1,275.00
U155	US Bank Corp Trst Service				
APMWB	Check	2034918	Water Revenue Refunding Bond Series 2012 ii	750-462.1902.69770	9,100.00
Dept 462 Total:					15,535.80
Fund 750 Total:					15,535.80
Report Total:					2,391,263.48



Fund	Account	Amount
001 - GENERAL FUND		
	001-21050	200.00
	001-22115	22,000.00
	001-411.0000.64010	25.00
	001-411.0000.66050	31.80
	001-413.0000.66050	42.36
	001-414.0000.62000	377.69
	001-414.0000.64010	75.00
	001-414.0000.64020	850.00
	001-414.1445.62170	256.27
	001-414.1445.62190	110.51
	001-415.0000.66050	21.19
	001-418.0000.63060	110.00
	001-418.0000.66050	42.36
	001-421.0000.62040	475.00
	001-421.0000.63920	96.15
	001-421.0000.64030	7,587.11
	001-421.0000.66042	7.13
	001-421.0000.66043	260.00
	001-421.0000.66044	7,874.84
	001-421.0000.66050	284.45
	001-421.0000.67020	239.94
	001-421.0000.67100	315.04
	001-421.0000.67170	428.81
	001-421.4000.72000	347.37
	001-423.1153.68400	2,994.00
	001-424.0000.64010	25.00
	001-424.0000.64030	154.35
	001-427.0000.64030	209.35
	001-431.0000.62040	29,515.02
	001-431.0000.63260	108.00
	001-431.0000.64030	8,775.58
	001-431.0000.66016	721.98
	001-431.0000.67070	3,500.00
	001-431.0000.67090	283.00
	001-431.0000.68090	433.62
	001-431.0000.68100	61.34
	001-431.0000.68150	85.82
	001-431.0000.93010	3,593.26
	001-432.0000.64010	50.00
	001-432.0000.64030	127.12
	001-433.0000.63150	403.39
	001-433.0000.64030	406.56
	001-433.0000.67030	4.76
	001-434.0000.63011	2,480.03
	001-434.0000.63012	4,639.77
	001-434.0000.63013	21.36
	001-434.0000.63070	25.99
	001-434.0000.63160	950.68
	001-434.0000.64030	348.56
	001-434.0000.67090	1,548.87
	001-434.0000.67120	18.00
	001-434.0000.67170	853.12
	001-434.0000.67190	467.36
	001-434.0000.67210	26.00
	001-441.0000.64030	311.01
	001-442.0000.63060	485.58

001-442.0000.63760	1,135.26
001-442.0000.64030	637.37
001-442.0000.67050	303.04
001-442.0000.68220	630.27
001-443.0000.62180	2,246.79
001-443.0000.63150	607.70
001-443.0000.63530	16,443.57
001-443.0000.64030	5,383.57
001-443.0000.65050	1,566.94
001-443.0000.65110	25.00
001-443.0000.66061	1,368.51
001-443.0000.66190	19.48
001-443.0000.67030	5,891.09
001-443.0000.67090	278.69
001-443.0000.68111	27,623.40
001-443.0000.68170	1,175.00
001-443.0000.68215	1,786.00
001-443.0000.68220	92.50
001-443.0000.68230	19.36
001-443.0000.68240	278.04
001-443.0000.68250	1,290.55
001-443.0000.94180	2,584.67
001-445.0000.62000	1,500.00
001-445.0000.62040	367.50
001-445.0000.62170	20.64
001-445.0000.63080	4.49
001-445.0000.64030	198.88
001-445.0000.65050	470.00
001-445.1617.33339	2,163.20
001-451.0000.62000	815.69
001-452.0000.64030	854.02
001-453.0000.64030	292.47
001-453.1752.33501	0.50
Fund 001 Total:	183,760.69
002 - COMPREHENSIVE LIABILITY	
002-410.0000.62290	140,539.50
Fund 002 Total:	140,539.50
008 - 911 SUPPORT	
008-426.0000.67280	2,268.00
Fund 008 Total:	2,268.00
023 - SPECIAL EVENTS	
023-446.1660.33337	160.00
Fund 023 Total:	160.00
037 - STREETS IMPACT FEES	
037-431.0000.95134	16,831.56
037-431.0000.95200	579,461.71
Fund 037 Total:	596,293.27
038 - PARKS IMPACT FEES	
038-443.0000.94165	59,978.63
Fund 038 Total:	59,978.63
650 - RECLAIMED WATER OPERATING	
650-463.0000.62010	5,424.00
650-463.0000.62040	504.68
650-463.0000.62180	4,491.69
650-463.0000.63400	1,654.36
650-463.0000.64010	25.00
650-463.0000.65005	555.63
650-463.0000.66012	545.00
650-463.0000.68025	9,817.05
650-463.0000.68360	1,870.00
650-463.4000.72000	51.96
650-466.0000.63006	48.09
650-466.0000.63330	454.61
650-466.0000.65005	2,040.79
650-466.0000.67090	100.72
650-466.0000.68010	2,026.80

	650-468.0000.65005	479.37
	650-468.0000.68220	148.48
	650-468.0000.68380	47.75
	Fund 650 Total:	30,285.98
651 - RECLAIMED WATER CAPITAL - WWTP		
	651-463.3209.95500	9,873.27
	651-463.3213.90015	530,028.44
	651-463.6505.95520	389.50
	Fund 651 Total:	540,291.21
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3214.95520	311,373.12
	652-463.3220.95520	5,745.25
	652-463.3226.95520	503,947.79
	Fund 652 Total:	821,066.16
700 - SANITATION		
	700-461.0000.65050	1,084.24
	Fund 700 Total:	1,084.24
750 - WATER OPERATING		
	750-462.0000.62320	1,223.04
	750-462.0000.63060	38.79
	750-462.0000.63280	523.46
	750-462.0000.64030	2,290.39
	750-462.0000.66012	29.28
	750-462.0000.66190	582.09
	750-462.0000.67170	1,275.00
	750-462.0000.68010	143.86
	750-462.1902.69770	9,100.00
	750-462.3315.68382	329.89
	Fund 750 Total:	15,535.80
	Report Total:	2,391,263.48

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 09.21.22

9/2/2022	\$	159.98	89138	Charter Communications	Pay Before Due Date	001-421.0000.65030
9/2/2022	\$	1.43	89139	Verizon Wireless	Pay Before Due Date	650-463.0000.65030
9/2/2022	\$	303.21	89140	Ziplay Fiber	Pay Before Due Date	Various
9/2/2022	\$	1,317.73	89141	AVISTA Utilities	Pay Before Due Date	Various
9/6/2022	\$	151,466.35	89142	North Idaho	Pay Before Due Date	652-463.3103.96000
9/9/2022	\$	175.38	89150	AT&T- Long Distance	Pay Before Due Date	001-445.0000.65030
9/9/2022	\$	703.17	89151	AT&T Mobility	Pay Before Due Date	650-466.0000.65030
9/9/2022	\$	495.48	89152	AT&T Mobility	Pay Before Due Date	650-463.0000.65030
9/9/2022	\$	5.53	89153	AT&T Mobility	Pay Before Due Date	650-466.0000.65030
9/9/2022	\$	85,981.74	89154	AVISTA Utilities	Pay Before Due Date	Various
9/9/2022	\$	169.98	89155	Charter Communications	Pay Before Due Date	001-443.0000.65030
9/9/2022	\$	134.98	89156	Charter Communications	Pay Before Due Date	001-443.0000.65030
9/9/2022	\$	21,027.77	89157	Kootenai Electric	Pay Before Due Date	Various
9/9/2022	\$	440.00	89159	Pacific Northwest Clean Water	Pay Before Due Date	650-463.0000.64020
9/9/2022	\$	230.19	89160	Verizon Wireless	Pay Before Due Date	Various
9/9/2022	\$	120.03	89161	Verizon Wireless	Pay Before Due Date	001-424.0000.65030
9/9/2022	\$	80.02	89162	Verizon Wireless	Pay Before Due Date	001-452.0000.65030
9/9/2022	\$	120.03	89163	Verizon Wireless	Pay Before Due Date	001-453.0000.65030
9/9/2022	\$	185.22	89164	Verizon Wireless	Pay Before Due Date	001-443.0000.65030
9/9/2022	\$	360.09	89165	Verizon Wireless	Pay Before Due Date	Various
9/9/2022	\$	53.93	89166	Ziplay Fiber	Pay Before Due Date	001-481.0000.68390
9/9/2022	\$	16,669.58	89167	Kootenai Electric	Pay Before Due Date	001-465.0000.65103
9/12/2022	\$	982.37	89168	Idaho State Tax Commission	Pay Before Due Date	001-22095
9/12/2022	\$	628.46	89169	Post Falls Food Bank	Pay Before Due Date	001-22110
	\$	281,812.65				



UBPKT03669 - Refunds 01 UBPKT03667 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
10-0145-01	Fontaine, Jillian	9/1/2022	89122	185.59			185.59	Generated From Billing
10-2187-01	Taylor, Joshua	9/1/2022	89123	132.27			132.27	Generated From Billing
10-2284-01	Dretke, Ian Thomas	9/1/2022	89124	108.82			108.82	Generated From Billing
10-2721-01	Hicks, Brandon Dale	9/1/2022	89125	166.40			166.40	Generated From Billing
12-0321-00	Stebbins, Michael	9/1/2022	89126	146.40			146.40	Generated From Billing
12-0440-02	Brady, Tamara	9/1/2022	89127	76.71			76.71	Deposit
13-0520-02	Klimp, Jason & Lynnette	9/1/2022	89128	76.40			76.40	Generated From Billing
14-1303-01	Jaime, Robert	9/1/2022	89129	176.40			176.40	Generated From Billing
32-0327-01	Carlson, Catherine	9/1/2022	89130	153.71			153.71	Generated From Billing
34-0228-02	Lahaderne, Jason & Ashley	9/1/2022	89131	159.57			159.57	Generated From Billing
40-0026-01	Ward,Carolynn	9/1/2022	89132	148.95			148.95	Generated From Billing
45-0142-01	Hosfeld, Brian K	9/1/2022	89133	67.87			67.87	Generated From Billing
52-0044-00	Dorendorf, Joan	9/1/2022	89134	99.01			99.01	Generated From Billing
53-0097-03	Apple, Donnie W & Carolyn F	9/1/2022	89135	172.38			172.38	Generated From Billing
54-0501-00	North Idaho College Foundation	9/1/2022	89136	88.86			88.86	Generated From Billing
Total Refunds: 15				Total Refunded Amount:	1,959.34			

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	1959.34
Revenue Total:	1959.34

General Ledger Distribution

Posting Date: 08/30/2022

Account Number	Account Name	Posting Amount	IFT
Fund: 750 - WATER OPERATING			
750-10001	Equity Claim on Pool	-1,959.34	Yes
750-17000	Accounts Receivable	1,959.34	
750 Total:		0.00	
Fund: 999 - POOLED CASH			
999-10005	Cash - Pooled (Mountain West Bank)	-1,959.34	

General Ledger Distribution

Posting Date: 08/30/2022

Account Number	Account Name	Posting Amount	IFT
999-28990	Due to Other Funds	1,959.34	Yes
	999 Total:	0.00	
	Distribution Total:	0.00	

**CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 9/20/2022**

DATE: 9/13/2022 1:13 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Michael Kirby
SUBJECT: Surplus computer disposal

ITEM AND RECOMMENDED ACTION:

Designate the attached list of computers as surplus for disposal

DISCUSSION:

This equipment has exceeded their useful life with the City and are ready for disposal. They would no longer be a beneficial upgrade to any of the other computers now in use by the City. They will be dismantled for useful spare parts, wiped clean of City information and disposed of.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

0

BUDGET CODE:

02 Dell Server:

Model – PowerEdge R710

1) S/N – 61J19K1, Post Falls Asset – 4044

Model – PowerEdge R510

1) S/N – G4FBJ51, Post Falls Asset – 4578

01 Lenovo Desktops:

Model – ThinkCentre M83

1) S/N – MJ003B48, Post Falls Asset – 4703

02 Dell Desktops:

Model – Optiplex 3010 SFF

1) S/N – JLCJBZ1, Post Falls Asset – 4707

Model – Optiplex 760

1) S/N – 6R276L1, Post Falls Asset – 5362

xx Dell Laptop:

Model – Precision M6400

1) S/N – HB241L1, Post Falls Asset – xxxx

Model – Latitude E5540

1) S/N – 7R1FF12, Post Falls Asset – xxxx

2) S/N – JN1FF12, Post Falls Asset – xxxx

04 Dell Monitor:

Model – 1908FPt

1) S/N – CN- -84P-RHG6, Post Falls Asset – 5284

Model – 1907FPVt

1) S/N – CN-OC553H-71618-870-AAC9-A02 – Post Falls Asset – 5330

Model – E1913Sf

1) S/N – CN0C5WJH72872448AFFU, Post Falls Asset – 4734

2) S/N – CN0C5WJH72872448AGAU, Post Falls Asset – 4726

01 Acer Monitor:

Model – V193

1) S/N – ETLHW0D1711310DA558503, Post Falls Asset – 4577

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: SEPTEMBER 22, 2022**

DATE: September 13, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER
SUBJECT: RIGHTS-OF-WAY – FENNECUS STREET AND FARMDALE AVENUE

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature to accept dedication of rights-of-way, to the City, associated with the extension of Fennecus Street and the creation of Farmdale Avenue.

DISCUSSION: Jacklin Land Company is moving forward on the development of property recently annexed into the City of Post Falls. To support initial development Fennecus Street, a City Major Collector roadway and SH41 Backage Road, will need to be extended to the north of Prairie Avenue. In addition, Farmdale Avenue will be created and extend, initially as a dead-end roadway, from Fennecus Street easterly. Staff has reviewed the dedications relative to the construction plans for the roadways, the adopted roadway classifications and preliminary site plan for initial development. Note initial development does not require subdivision of the underlying property. Construction of improvements will be able to commence upon approval of construction drawings, execution of a Construction Improvement Agreement (CIA) and acquisition of these associated grants of rights-of-way and easement. There are no acquisition costs to the City with the dedication of rights-of-way.

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

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: None at this time. City would assume ownership and maintenance of sanitary sewer and roadway improvements upon completion of construction and acceptance of improvements meeting City Standards.

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the easements are attached.

GRANT OF RIGHT-OF-WAY FENNECUS STREET AND FARMDALE AVENUE

KNOWN ALL MEN BY THESE PRESENTS, that Thomas Stoesser, Manager of Jacklin Land Company LLLP, an Idaho Limited Liability Limited Partnership, 4752 W. Riverbend Ave, Post Falls, ID 83854, 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, do hereby grant, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a 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, to wit:

A parcel of land being a portion of the South Half of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the Center Section corner of said Section 19 being a 2.5 inch aluminum cap marked per CP&F Instrument Number 2653611000, Records of Kootenai County, from which the South Quarter corner of said Section 19 bears South 00°57'58" West 2660.13 feet; thence along the west line of the Southeast Quarter of said Section 19, South 00°57'58" West 1258.08 feet; to the **True Point of Beginning**;

Thence South 72°37'35" East 59.91 feet;

Thence South 89°06'40" East 735.00 feet;

Thence South 00°57'53" West 50.00 feet;

Thence North 89°06'42" West 714.98 feet;

Thence along a tangent curve left with a radius of 20.00 feet, an arc length of 31.39 feet, a central angle of 89°55'27" and a long chord that bears South 45°55'35" West 28.27 feet;

Thence South 00°57'51" West 71.90 feet;

Thence along a tangent curve to the right with a radius of 540.00 feet, an arc length of 253.04 feet, a central angle of 26°50'55" and a long chord that bears South 14°23'19" West 250.73 feet;

Thence along a reverse curve to the left with a radius of 460.00 feet, an arc length of 68.89 feet, a central angle of 08°34'52" and a long chord that bears South 23°31'21" West 68.83 feet to a point on the northerly line of the Abandoned UPRR Spur Line Right-of-Way;

Thence along the northerly line of said Abandoned UPRR Spur Line Right-of-Way North 63°38'41" West 85.56 feet;

Thence leaving the northerly line of said Abandoned UPRR Spur Line Right-of-Way along a non-tangent curve to the right with a radius of 545.00 feet, an arc length of 71.01 feet, a central angle of 07°27'56" and a long chord that bears North 24°04'49" East 70.96 feet;

Thence along a reverse curve to the left with a radius of 455.00 feet, an arc length of 213.21 feet, a central angle of 26°50'55" and a long chord that bears North 14°23'19" East 211.27 feet;

Thence North 00°57'51" East 166.90 feet;

Thence South 72°37'35" East 28.65 feet to the **True Point of Beginning**;
said parcel containing 1.738 acres of land, more or less.

Together with

A parcel of land being a portion of the Southwest Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 19 being a 2.5 inch zinc cap marked per CP&F Instrument Number 2550208000, Records of Kootenai County, from which the Southeast Section corner bears South 89°18'14" East 2648.35 feet; thence along the East line of the Southwest Quarter of said Section 19, North 00°57'58" East 55.00 feet to the North Right-of-Way of Prairie Avenue; thence along the North Right-of-Way of said Prairie Avenue, North 88°29'43" West 12.78 feet being the **True Point of Beginning**;

Thence along said North Right-of-Way, North 88°29'43" West 87.84 feet;

Thence leaving the northerly line of said Right-of-Way along a non-tangent curve to the right with a radius of 642.50 feet, an arc length of 127.56 feet, a central angle of 11°22'32" and a long chord that bears North 06°27'19" West 127.35 feet;

Thence North 00°46'03" West 593.18 feet;

Thence along a tangent curve to the right with a radius of 545.00 feet, an arc length of 98.69 feet, a central angle of 10°22'31" and a long chord that bears North 04°25'13" East 98.56 feet to a point on the southerly line of the Abandoned UPRR Spur Line Right-of-Way;

Thence along the southerly line of said Abandoned Right-of-Way South 63°38'41" East 89.52 feet;

Thence leaving the southerly line of said Abandoned UPRR Spur Line Right-of-Way along a non-tangent curve to the right with a radius of 460.00 feet, an arc length of 57.49 feet, a central angle of 07°09'38" and a long chord that bears South 02°48'47" West 57.45 feet;

Thence South 00°46'03" East 593.18 feet;

Thence along a tangent curve to the left with a radius of 557.50 feet, an arc length of 126.35 feet, a central angle of 12°59'08" and a long chord that bears South 07°15'37" East 126.08 feet;

CITY OF POST FALLS

This Right-Of-Way has been approved and accepted by the Post Falls City Council this _____ day of _____ 20__.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

State Of Idaho)
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, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the 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: _____

RECORD OF SURVEY

LOCATED IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 4
WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO

COUNTY RECORDER

FILED FOR RECORDED AT THE REQUEST OF: XXXXXXXX

DATE: _____ O'CLOCK _____ M.

BOOK: _____ AT PAGE _____

INSTRUMENT NO. _____

KOOTENAI COUNTY RECORDER: _____

DEPUTY _____

FEE: _____

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103)-US SURVEY FEET. BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GROUND DISTANCES. A CONVERGENCE ANGLE OF -00°50'19" AND A COMBINED AVERAGE FACTOR OF 0.99991771 WAS CALCULATED AT THE CENTER QUARTER CORNER OF SECTION 19. USING REFERENCE FRAME: ITRF2014 (EPOCH:2022.3444) USING THE FOLLOWING BASE STATIONS: DL6886 LWST LEWISTON CORS ARP, DG7408 P020 DRYLNRSH_WA2004 CORS ARP, AND DL7722 P025 BNDRY_AIR_ID2007 CORS ARP.

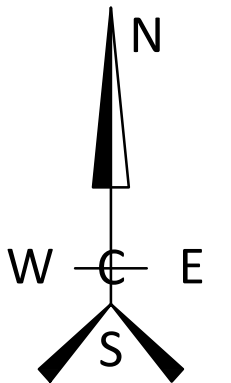
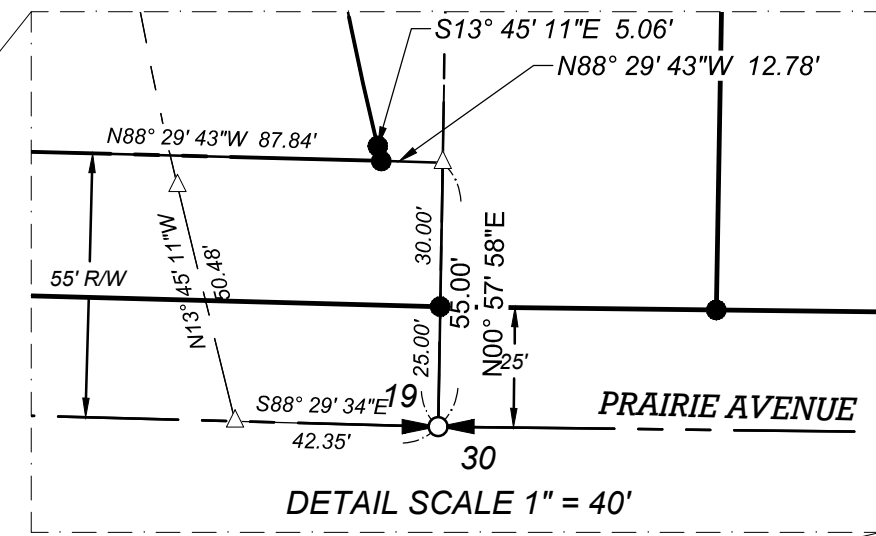
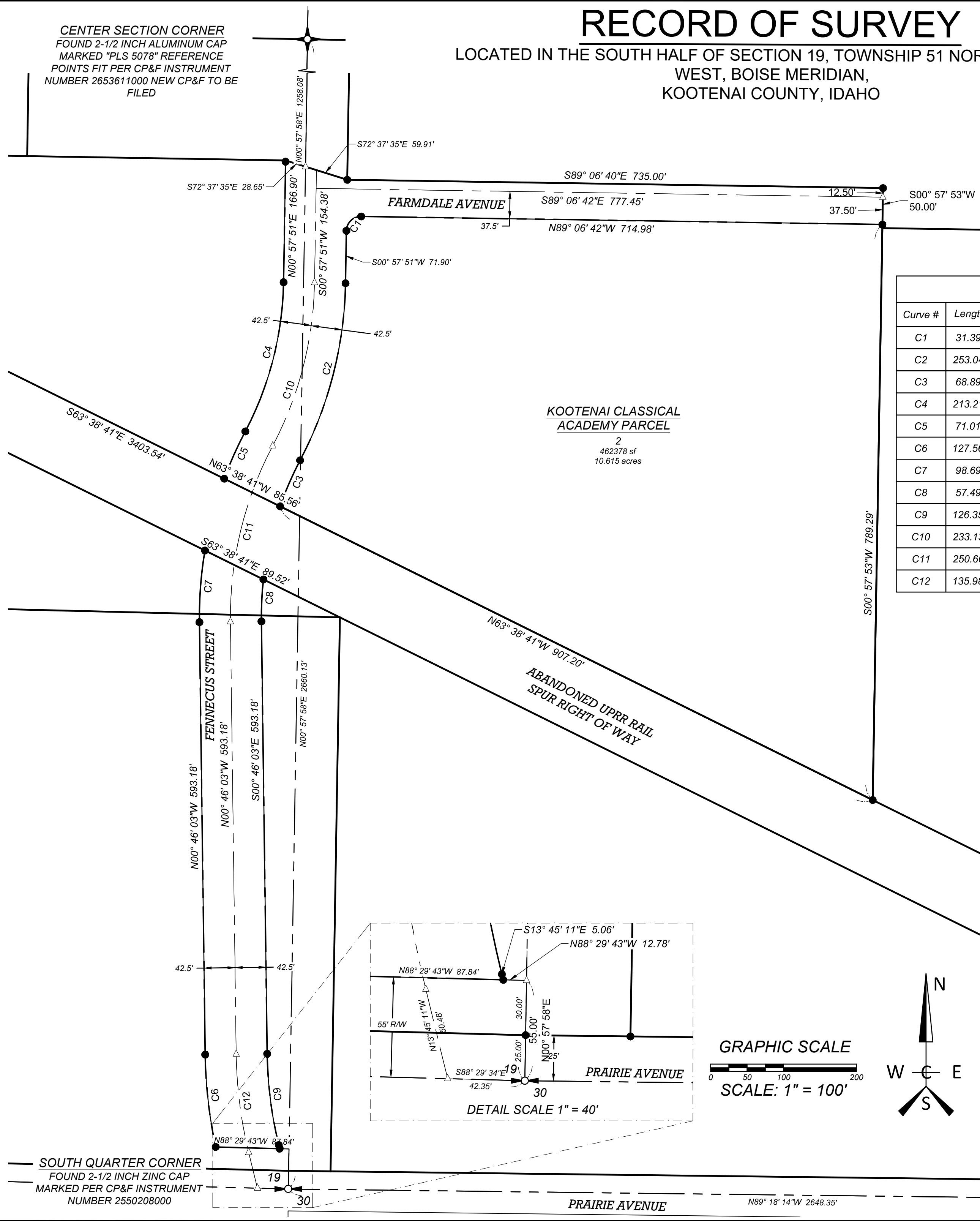
REFERENCES

- (R-1) RECORD OF SURVEY PREPARED BY LePARD & FRAME, AND RECORDED IN BOOK 10 OF SURVEY, PAGE 127, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY K.A. DURTSCHI & ASSOC., INC., AND RECORDED IN BOOK 18 OF SURVEY, PAGE 255, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY INC, AND RECORDED IN BOOK 25 OF SURVEY, PAGE 210, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY STRATTON LAND SERVICES, AND RECORDED IN BOOK 27 OF SURVEY, PAGE 407, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-5) RECORD OF SURVEY PREPARED BY WELCH-COMER, AND RECORDED IN BOOK 28 OF SURVEY, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-6) RECORD OF SURVEY PREPARED BY DAVID EVANS AND ASSOCIATES, AND RECORDED IN BOOK 30 OF SURVEY, PAGE 397, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-7) RECORD OF SURVEY PREPARED BY WHIPPLE CONSULTING ENGINEERS, AND RECORDED IN BOOK xxxxx OF SURVEY, PAGE xxxxxx, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF SUNWEPT PREPARED BY K.A. DURTSCHI & ASSOC., INC., AND RECORD IN BOOK G OF PLATS, PAGE 380 RECORDS OF KOOTENAI COUNTY, IDAHO.

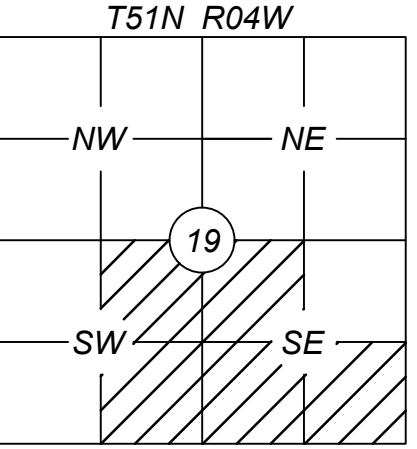
LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 20549"
- ⊙ SET 5/8" X 24" REBAR WITH x" ALUMINUM CAP MARKED "PLS XXXX"
- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS XXXX"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS XXXX"
- ⊕ FOUND x" ALUMINUM CAP MARKED "PLS XXXX"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- ADJUSTED BOUNDARY LINE
- ORIGINAL LOT LINE
- ADJACENT LOT LINE
- SECTION LINE

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	31.39'	20.00'	89°55'27"	S45°55'35"W	28.27'
C2	253.04'	540.00'	26°50'55"	S14°23'19"W	250.73'
C3	68.89'	460.00'	8°34'52"	S23°31'21"W	68.83'
C4	213.21'	455.00'	26°50'55"	N14°23'19"E	211.27'
C5	71.01'	545.00'	7°27'56"	N24°04'49"E	70.96'
C6	127.56'	642.50'	11°22'32"	N06°27'19"W	127.35'
C7	98.69'	545.00'	10°22'31"	N04°25'13"E	98.56'
C8	57.49'	460.00'	7°09'38"	S02°48'47"W	57.45'
C9	126.35'	557.50'	12°59'08"	S07°15'37"E	126.08'
C10	233.13'	497.50'	26°50'55"	N14°23'19"E	231.00'
C11	250.66'	502.50'	28°34'49"	S13°31'22"W	248.07'
C12	135.98'	600.00'	12°59'08"	S07°15'37"E	135.69'



SOUTHEAST SECTION CORNER
FOUND 3-1/2 INCH BRASS CAP MARKED
"PLS 12110" PER CP&F INSTRUMENT
NUMBER 2481172000



CIVIL	<input type="checkbox"/>
STRUCTURAL	<input type="checkbox"/>
SURVEYING	<input checked="" type="checkbox"/>
TRAFFIC	<input type="checkbox"/>
PLANNING	<input type="checkbox"/>
LANDSCAPE	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

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

PROJ #:	22-3222	SHEET	1 OF 1
DATE:	08/09/2022	PREPARED BY:	RDK
REVIEWED BY:	WAL	JOB NUMBER	22-3222



SOUTH QUARTER CORNER
FOUND 2-1/2 INCH ZINC CAP
MARKED PER CP&F INSTRUMENT
NUMBER 2550208000

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 9/20/2022

DATE: 9/13/2022 1:11 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis
SUBJECT: Vehicle Disposal Request

ITEM AND RECOMMENDED ACTION:

Vehicle #M108 has an engine knock that will cost more to fix than the vehicle is worth. M108 is a 2013 Ford F150 with 32,471 miles on the odometer. This will be sold at action and has already been replaced.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME _____ DEPT.# _____ DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: _____

TAG# _____ SERIAL # _____ MODEL# _____

REASON FOR DISPOSAL (**MANDATORY**):

- [] ABANDONED IN PLACE
- [] DESTROYED / DISPOSED
- [] SOLD AT AUCTION SELLING PRICE _____
- [] SOLD SELLING PRICE _____
- [] TRADED IN CASH VALUE/TRADE IN _____

[] OTHER: _____

- LOST
Please attach police report
- STOLEN
Please attach police report

REPLACED YES _____ NO _____
 USEFUL LIFE OF ASSET INCREASED YES _____ NO _____

ESTIMATED REMAINING USEFUL LIFE _____

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING
MEETING DATE: September 20, 2022**

DATE: September 15, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: LAURA JONES, ASSOCIATE PLANNER
ljones@postfalls.gov / 208-457-3336
SUBJECT: FROEHLICH ZONE CHANGE FILE NO. ZC-22-5

ITEM AND RECOMMENDED ACTION:

Mark Loudin & Zach Froehlich, the property owners are requesting approval to rezone approximately 1.88-acres from Single Family Residential (R-1) within the City of Post to the requested Medium Density Residential (R-2) zoning district.

DISCUSSION:

The City Council will determine if the property should be rezoned and, if so, make a final determination on the appropriate zoning. The approval criteria are:

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

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

APPROVED OR DIRECTION GIVEN: The Planning and Zoning Commission made a recommendation of approval for the zone change proposal for the requested Medium Density Residential (R-2) zoning district at the July 25, 2022, commission meeting.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4	Planning and Zoning Commission Staff Report
Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Legal Description
Exhibit A-4	Vicinity Map
Exhibit A-5	Authorization Letter
Exhibit A-6	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	DEQ Comments
Exhibit PA-4	PFSD Comments
Exhibit PA-5	PFPD Comments
Exhibit PA-6	PFHD Comments
Exhibit PA-7	DEQ Comments
Exhibit S-5	Signed Minutes 7-25-2022
Exhibit S-6	Signed Zoning Recommendation
Exhibit PA-8	YPL Comments
Exhibit PA-9	DEQ Comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: July 22, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfallsidaho.org • 208-457-3344

SUBJECT: STAFF REPORT FOR THE JULY 25, 2022, P&Z COMMISSION MEETING
FROELICH ZONE CHANGE: File No - ZC-22-5

INTRODUCTION:

Mark Loudin & Zach Froehlich, the property owners are requesting approval to rezone approximately 1.88-acres from Single Family Residential (R-1) within the City of Post to the requested Medium Density Residential (R-2) zoning district. There is currently a pre-existing residential home on this site. The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning change request 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. 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: FROELICH ZONE CHANGE File No. ZC-22-05

Applicant: Tessa Vogel, Ruen-Yeager & Associates, Inc, 219 Pine Street, Sandpoint ID 83864

Owner(s): Mark Loudin and Zach Froelich, 841 S. Rainbow Road, Coeur d' Alene, ID 83814

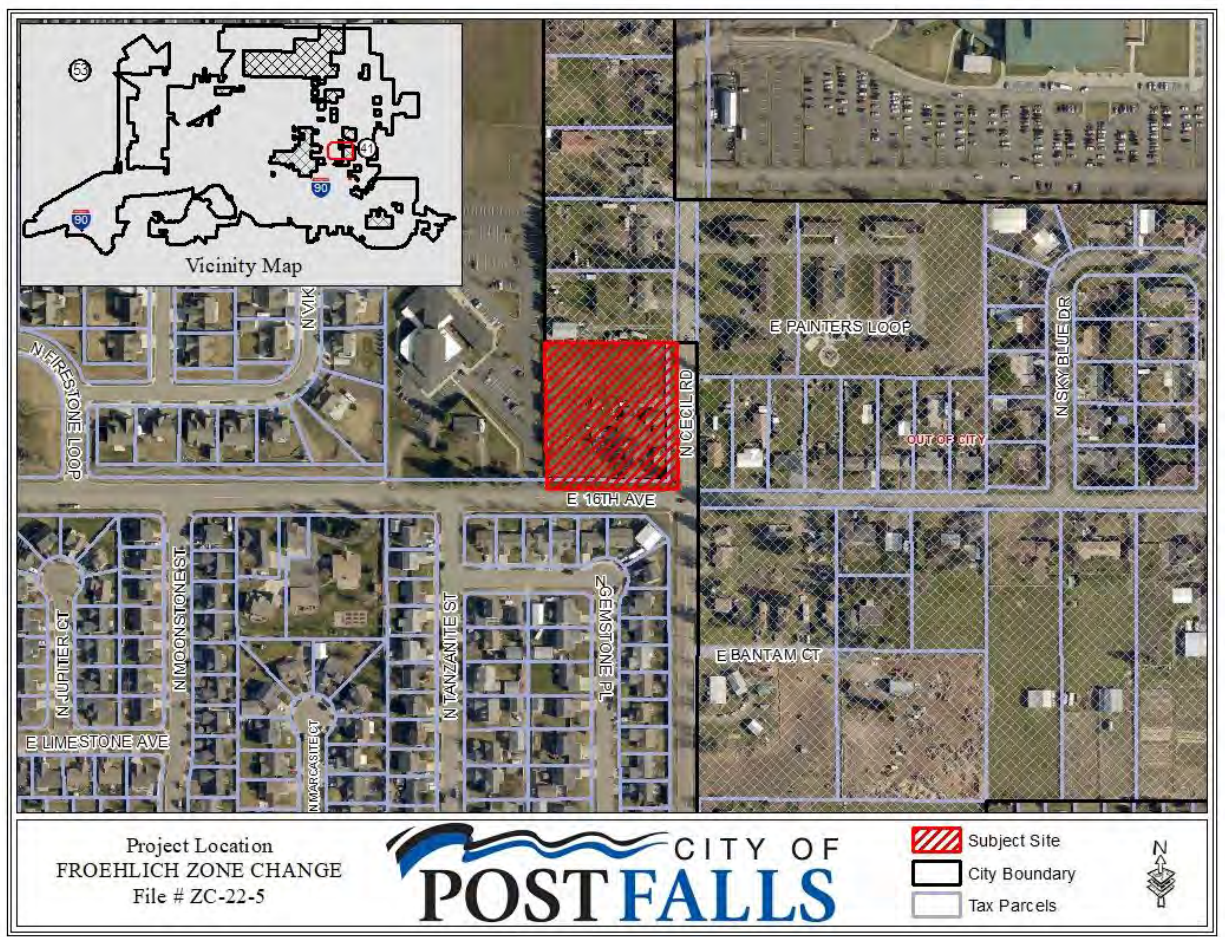
Project Description: Rezone approximately 1.88-acres from Single Family Residential (R-1) with a pre-existing single-family home within the City of Post Falls to the requested Medium Density Residential (R-2) zoning district.

Project Location: The property is generally located on the northwest corner of E.16th Ave. and N. Cecil Rd.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the west is a church property, to the north and east are single family homes and a multi-family site in Kootenai County. To the south are single family homes in the City of Post Falls.

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 **Low Density Residential**. This category encompasses all types of single-family residential uses up to eight dwelling units per acre and supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street, and infrastructure capacities, planned development patterns and compatibility with existing development.

Implementing Zoning Districts: R-1-S, R-1, R-2, RM, SC3, 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 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 10: Provide and support Post Falls' parks and recreational opportunities on-pace with growth.

Post Falls residents value current parks and recreational services and wish to retain the same or higher levels of service as the community grows. This goal directs the City to consider parks and recreational needs in all related plans and actions, including land use decisions, regulatory requirements, and budgeting.

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: The rezone may provide the opportunity for additional housing that may help further long-term fiscal health of the community by provide living accommodations to current and future workforce within the City be more attainable.

- 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 residential uses.

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

Staff Comment: 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;

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 or a church.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location is currently located at the intersection of Tanzanite St. / 16th Ave., approximately 220 feet west of the subject property. Sanitary sewer would need to be extended from the existing location and to the Cecil Rd /16th Ave. Intersection with future site development, in conformance to the City's Water Reclamation Master Plan. The property requesting the zone change 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 not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

Water would be serviced by the Ross Point Water District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to 16th Ave. and Cecil Rd., both classified Major Collector roadways. Rights-of-way and easements were dedicated with annexation of the property.

Future traffic patterns to/from this site are benefitted from the proximity to adjoining Arterial Roadways, including the SH41 / 16th Ave. intersection that will be signalized in 2022. Access to the site would be restricted in conformance with City Standards

- 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 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.

Staff Comment: The proposal is approximately .5 Miles from an evolving commercial corridor Highway 41 and adjacent to a church. Real life ministries is about .25 mile to the north with the Highschool being about .5 miles to the north.

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

Staff Comment: This site would be considered infill.

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: re-zoning to Medium Density Residential (R2) zoning could allow for further housing types and price levels.

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: If ever redeveloped, frontage improvements associated with development, including the planting of street trees and adequate irrigation, are required.

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:

Cecil Road, a Major Collector Roadway, it is designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 2,700 vehicles per day.

16th Avenue, a Major Collector Roadway, it is designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 1,240 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to adjoining collector roadways that would distribute traffic from the subject site to SH41, Poleline Avenue, as identified in the City's Transportation Master Plan. Access to the site would be restricted in conformance with City Standards.

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 220 feet west of of the property in 16th Ave. at the southwest corner of the property and would need to be extended to Prairie Avenue at the time of site development. Sanitary sewer would be required to be extended to the property and to Cecil Rd. at the time of future development. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

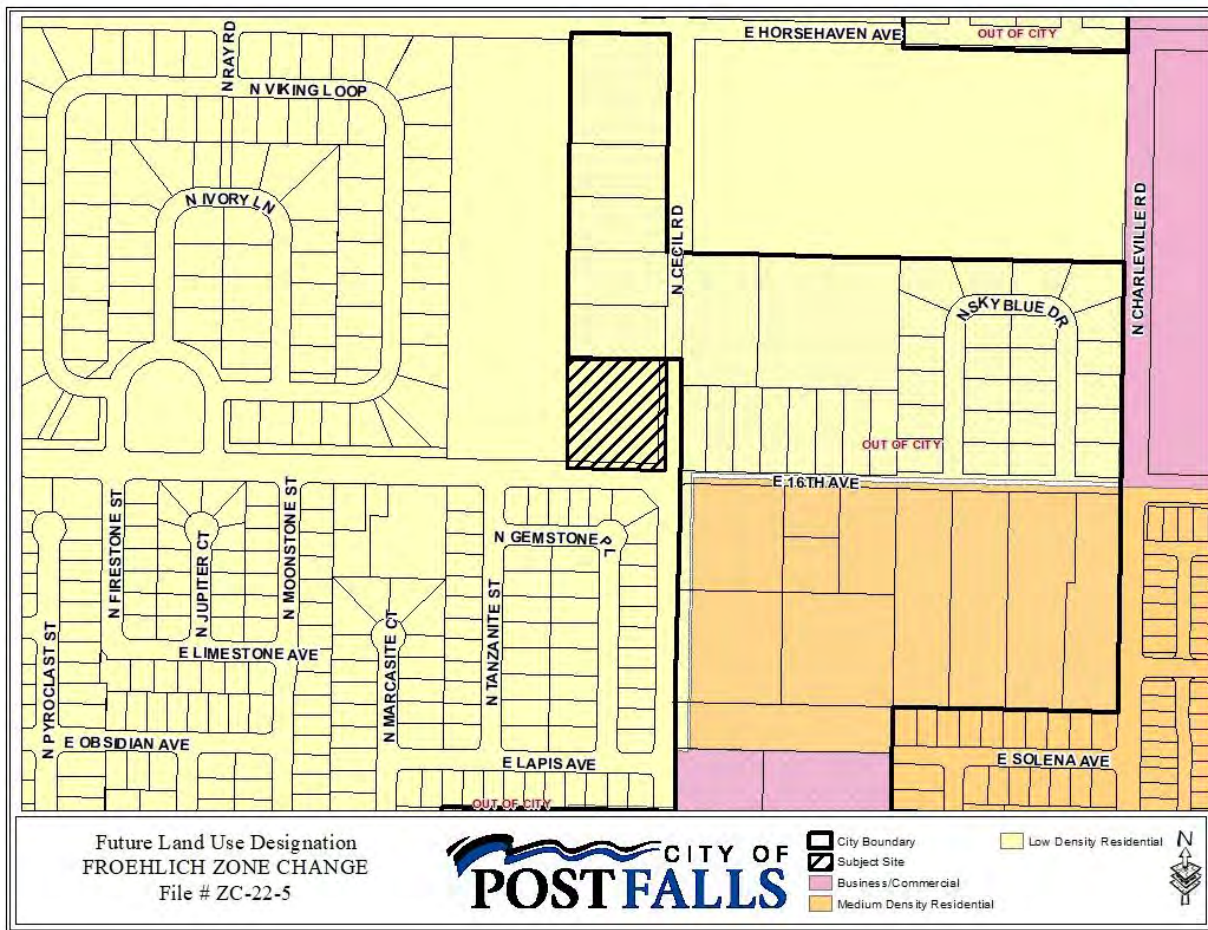
of the City's Water Reclamation System is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

Staff Comment: The propose residential uses that could be developed in the medium density R-2) zoning would be located adjacent to a church property to the west, to the north and east are single family homes and a Multi-family site in Kootenai County. To the south are single family homes in the City of Post Falls. Traditionally, these are compatible uses near each other.

Future Land Use Designation:

Staff Comment: Future Land Use Designation is Low Density Residential and is discussed in Policy 2.



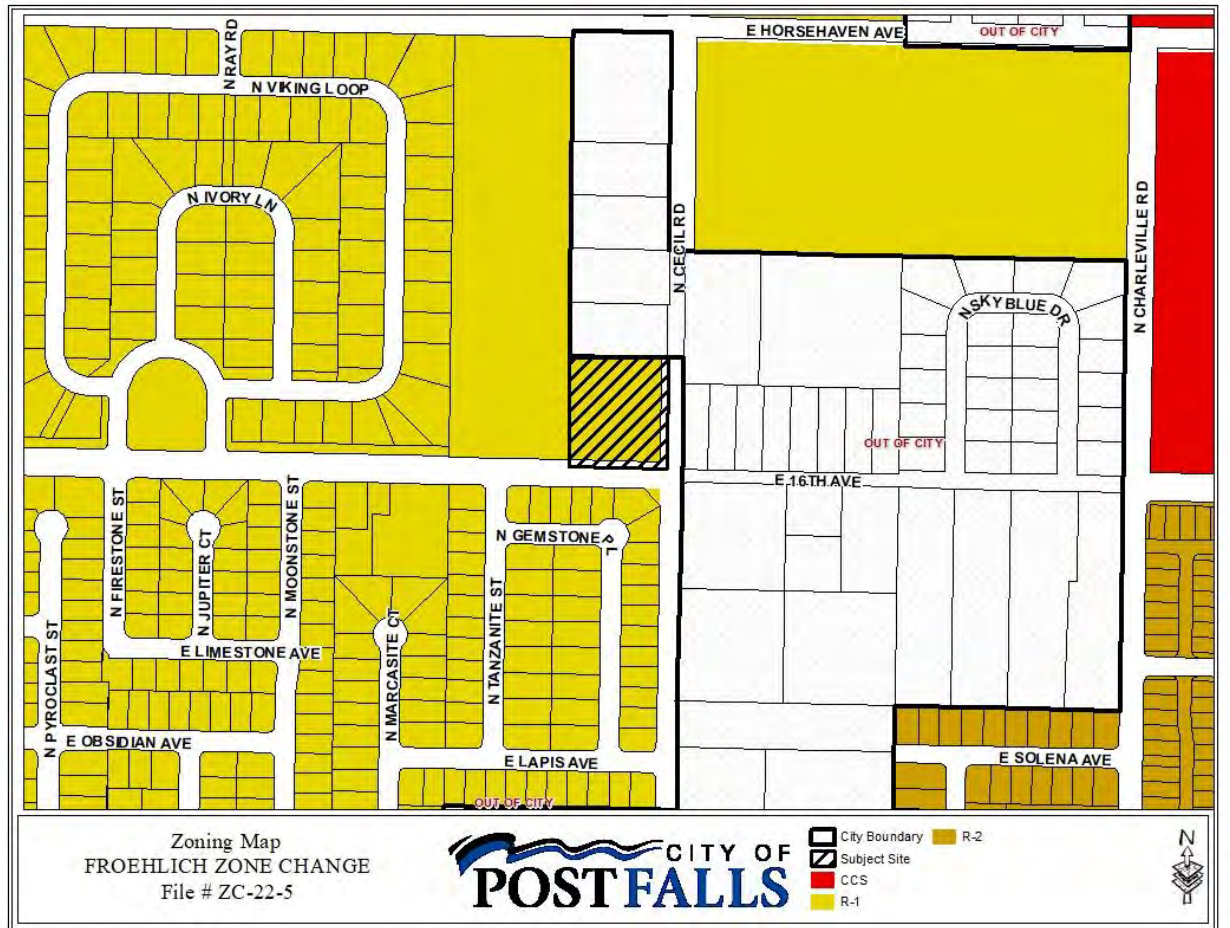
Community Plans: None

Geographic/Natural Features:

Staff Comment: The site is located of over the Rathdrum Prairie Aquifer. No known geographic or natural features to impede development of the property.

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

Staff Comment: Both 16th Avenue and N. Cecil Road are Major Collector Roadways. Both roads should accommodate the proposed residential uses 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: The proposed zoning request is approximately .5 miles west of the HWY 41 corridor, which is an evolving commercial corridor.

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)** – Remains neutral.
- **Kootenai County Fire & Rescue (Exhibit PA-2)** – Reserves comments for the permitting process.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – Responded with no comments.
- **Post Falls School District #273 (Exhibit PA-4)** – Remains neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to 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 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
Exhibit A-4	Vicinity Map
Exhibit A-5	Auth Letter
Exhibit A-6	Title Report

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map




Testimony:





Exhibit PA-1	PFPD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	DEQ Comments
Exhibit PA-4	PFSD Comments
Exhibit PA-5	PFPD Comments
Exhibit PA-6	PFHD Comments
Exhibit PA-7	DEQ Comments

Zone Change (Map/Text Amendment) · 153 – FROEHLICH

 **Expiration Date**
Active
⋮

ZC-22-5

-  **Details**
Submitted on Apr 18, 2022 at 12:49 pm
-  **Attachments**
10 files
-  **Activity Feed**
Latest activity on Apr 25, 2022

-  **Applicant**
Tessa Vogel  2
-  **Location**
1627 N CECIL RD, POST FALLS, ID 83854 

Timeline Add New ▾

- Application & Mailing/Notice Fees**
Paid Apr 18, 2022 at 4:22 pm 
- GIS Review**
Completed Apr 19, 2022 at 11:22 am Apr 24 
- Completeness Review**
Completed Apr 20, 2022 at 12:43 pm  Apr 22 
- Polygon Creation**
Completed Apr 25, 2022 at 1:45 pm Apr 27 
- Staff Report**
In Progress  
- Maps Created**
Review 
- Engineering Review**


Review



Parks Review

Review



Waste Water Review

Review



Legal Review

Review



Schedule Planning and Zoning Hearing

Review



Notice

Review



Site Posting

Review



Zoning Recommendation

Review



Consent Agenda

Review



Council Memo

Review



Planning Review

Review



Schedule Council Hearing

Review



Notice

Review



Site Posting

Review



Reasoned Decision

Review



Ordinance

Review



Engineering Review

Review



Planning Review



Review



Ordinance/Consent Agenda

Review



Route Approved Documents

Review



🔒 Mailing Fees

Number of Mailings

22

Applicant Information

Applicant Type *

Planner

Applicant Name *

Tessa Vogel

Phone *

208-265-4629

Email *

tvogel@ruenyeager.com

Address *

219 Pine Street

City, State & Zip Code

Sandpoint, ID 83864

Owner Information

Name *

Zach Froehlich

Company

Phone *

208-640-1365

Email *

zachbuyshouses@gmail.com

Address *

841 S. Rainbow Road

City, State & Zip Code

Coeur d'Alene, ID 83814

Amendment Information

New Field

Description of Project/Reason for Request *

Zone change from R-1 to R-2 to allow for a future subdivision at the R-2 density.

Tax Parcel Number

P-7150-36-028-AD

Existing Zoning

R-1

Adjacent Zoning

R-1

Current Land Use

Low-Density Residential

Application 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. *

✔ Tessa Janae Vogel
Apr 18, 2022

I (We) the undersigned do hereby make petition for a modification of the zoning classification contemplated herein on the property described in this application and do certify that the information contained in the application and any attachments or exhibits herewith are accurate to the best of my (our) knowledge. I (We) further acknowledge that any misrepresentation of the information contained in this application may be grounds for rejection of the application or revocation of a decision rendered. I (We) understand that the Administrator may decline this application if required information is deficient and/or the application fee has not been submitted. I (We) acknowledge that City staff may, in the performance of their functions, take photographs and/or videos of the property under consideration as deemed necessary, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application. I (We) hereby certify that I am (we are) the owner or contract buyer of the property upon which the land use action is to be located, or that I (we) have been vested with the authority to act as agent for the owner or contact buyer. *

✔ Tessa Janae Vogel
Apr 18, 2022

1627 Cecil Road Rezone R-1 to R-2 Narrative Statement

Parcel: P-7150-36-028-AD

Prepared by Tessa Vogel, Planner – Ruen-Yeager & Associates, Inc.

Request/Question		Response
<i>Description of Rezone</i>		To rezone 1.88 acres from R-1 to R-2 to allow for a future subdivision at the R-2 density.
<i>Statement of rationale for rezone</i>		<p>The landowner is wanting to subdivide the existing home and garage from the rest of the property and create a subdivision at the R-2 density. The proposed zone change would put a block of R-2 zoning on the corner of Cecil and 16th within City jurisdiction. The site has a land use designation of Low-Density Residential which allows for both the R-1 and R-2 zoning. The future land use map shows that the county land adjacent to the site would also be designated Low-Density Residential and would connect to the R-2 zoned properties along E. Solena Ave. This shows that there is a possibility for the R-2 zoning southeast of the site to grow up towards Cecil and 16th in the future.</p> <p>The R-2 zone allows for the same residential development as the R-1 zone with the exception of more than one dwelling unit being permitted per lot. The City code states that the R-2 zone is suitable in areas for residential development where;</p> <ul style="list-style-type: none"> • Residentially designated areas are readily serviced by collector and arterial streets suitable for higher levels of traffic; <ul style="list-style-type: none"> ○ The site is serviced by local collector streets (Cecil and 16th) that connect to other collectors and arterial streets. • Where other public services are sufficiently available for the intensity of use contemplated; and <ul style="list-style-type: none"> ○ The site is served by the City of Post Falls for sewer, Ross Point Water District for water, and Avista Utilities or Kootenai Electric Co-Op for power. • Where the configuration of Municipal infrastructure and neighboring land uses are compatible with the use allowed hereby. <ul style="list-style-type: none"> ○ The site and other developments within the vicinity are served by the City of Post Falls for sewer, Ross Point Water District for water, and Avista Utilities or Kootenai Electric Co-Op for power. The proposed residential development is compatible with the services available and existing development in the area.
<i>How the request conforms to the Comp Plan - Goals</i>		Goals not listed are not applicable to the proposed zone change*
G.3	<i>Maintain and improve Post Falls’ small-town scale, charm and aesthetic beauty.</i>	The proposed subdivision will be a small-lot development that allows for urban growth all while keeping with the existing aesthetics of the area.
G.4	<i>Sustain the historic city center..</i>	N/A, the site is not adjacent to the city center.
G.5	<i>Keep Post Falls’ neighborhoods safe, vital, and attractive.</i>	The proposed development will provide housing with travel connections within the subdivision and while no pedestrian trails, sidewalks or bicycle paths adjoin the site, they are near the site.

G.7	<i>Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.</i>	The proposed use of the site would still be residential development, which supports the community needs through providing housing.
G.8	<i>Protect and maintain Post Falls' natural resources including clean air, soils, river and aquifer, and minimizing light and noise pollution citywide.</i>	The existing and proposed zoning allow for residential development which should have no impact on Post Falls' natural resources and will have minimal light and noise pollution (no more than the existing residential uses adjacent to the site).
G.12	<i>Maintain the City of Post Falls' long-term fiscal health.</i>	The zone change to R-2 would allow for more residential lots than the R-1 would which would allow for more properties and structures to be assessed and taxed by the City, bring in additional revenue to help maintain the City's fiscal health.
G.14	<i>Involve the community of Post Falls in all local government planning and decision-making.</i>	The zone change process allows for public comment before and during the public hearing where community members can voice their comments about the proposal to the City Council.
How the request conforms to the Comp Plan - Policies		Policies not listed are not applicable to the proposed zone change*
P.1	<p><i>Support land use patterns that:</i></p> <ul style="list-style-type: none"> • <i>Maintain or enhance community levels;</i> • <i>Foster the long-term fiscal health of the community;</i> • <i>Maintain and enhance resident quality of life;</i> • <i>Promote compatible, well-designed development;</i> • <i>Implement goals and policies of the comp plan, related master plan and/ facility plan.</i> 	The approval of the zone change would allow the site to be subdivided at the R-2 density which would help enhance the community population levels by providing housing which also enhances residents' quality of life through homeownership. The long-term fiscal health of the community is fostered as each of the residential lots and the structures on them will provide taxable revenue for the City. The development of the subdivision will be compatible with neighboring subdivisions and will use goals and policies of the comprehensive plan to created a well-designed lot layout.
P.2	<p><i>Apply or revise zoning designations with careful consideration of factors including;</i></p> <ul style="list-style-type: none"> • <i>Future land use mapping;</i> • <i>Compatibility with surrounding land use;</i> • <i>Infrastructure and service plans;</i> • <i>Existing and future traffic patterns;</i> • <i>Goals and policies of the comp plan, related master plan and/or facility plan.</i> 	<ul style="list-style-type: none"> • Future land use mapping; <ul style="list-style-type: none"> ○ The Future Land Use Map shows that the site and the surrounding properties of City lots and the County island north of 16th Avenue will be designated Low-Density Residential, as the site is currently designated. The portion of the County island south of 16th Avenue is to be designated Medium-Density Residential. These two designations allow for the R-2 zoning and would be appropriate to be zoned R-2 as the City lots south of the County island along E. Solena Avenue are zoned R-2, if approved the subject site would be zoned R-2 and the County island, if annexed and zoned R-2, would connect these two areas, and the R-2 zoning of the County island would be adjacent to CCS zoning making travel to these retail areas easier. The change from R-1 to R-2 for the subject site has the potential to initiate growth at the R-2 density in the future for the County island. • Compatibility with surrounding land use;

		<ul style="list-style-type: none"> ○ The R-2 zoning district is permitted in the Low-Density Residential and Medium-Density Residential land use designations which allow for similar uses. ● Infrastructure and service plans; <ul style="list-style-type: none"> ○ The site is served by the City of Post Falls for sewer, Ross Point Water District for water, and Avista Utilities or Kootenai Electric Co-Op for power. ○ An internal road system to serve the proposed lots will be built. ● Existing and future traffic patterns; <ul style="list-style-type: none"> ○ The Low-Density Residential designation allows for higher traffic volumes. The site is bordered by collector streets that lead into a County island. The addition of the residential development at the R-2 zoning would increase the traffic volume, but minimally. ● Goals and policies of the comp plan, related master plan and/or facility plan. <ul style="list-style-type: none"> ○ The goals and policies of the comp plan related to the proposal and how the proposal aligns with those goals and policies are outlined in this section.
P.6	<p><i>Encourage residential development patterns typically featuring:</i></p> <ul style="list-style-type: none"> ● <i>Housing that faces the street edge;</i> ● <i>An interconnected grid or small-block streets network;</i> ● <i>Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting;</i> ● <i>Development and utilization of alleys for parking and service access;</i> ● <i>Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.</i> 	<ul style="list-style-type: none"> ● Housing that faces the street edge; <ul style="list-style-type: none"> ○ Proposed residential lots will be along Cecil Road, 16th Avenue, or the internal private roads to be built that will encroach off of either Cecil Road or 16th Avenue. All proposed residential lots will be facing a street edge. ● An interconnected grid or small-block streets network; <ul style="list-style-type: none"> ○ Internal streets are proposed within the subdivision that will connect to existing city collector streets. ● Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting; <ul style="list-style-type: none"> ○ Proposed street will be for the private use of the subdivision and designed in a manner for safety, traffic calming and aesthetic appeal as the City deems necessary. ● Development and utilization of alleys for parking and service access; <ul style="list-style-type: none"> ○ No alleys proposed, residential lots will provide off-street parking. ● Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers. <ul style="list-style-type: none"> ○ N/A, no mixed uses are proposed, only residential development.
P.8	<p><i>Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.</i></p>	<p>The site is within the city limits of the City of Post Falls and has only one (1) existing dwelling and a few outbuildings on site which are proposed to stay all on one lot while the remaining land is to be divided into vacant residential lots at the R-2 zone density, to be built on in the future.</p>
P.9	<p><i>Encourage annexation of County “islands” within the City, with priority given to areas:</i></p> <ul style="list-style-type: none"> ● <i>Surrounded by incorporated areas;</i> 	<ul style="list-style-type: none"> ○ The site is adjacent to one of the County “islands” within the City of Post Falls’ boundaries. The addition of the subdivision and eventual housing development has

	<ul style="list-style-type: none"> • <i>That have readily-available service infrastructure and capacity;</i> • <i>That support increased development intensity near the urban core.</i> 	<p>the potential to encourage the annexation of this island into the City to be developed. With the site being served by the City of Post Falls for sewer, Ross Point Water District for water, and Avista Utilities or Kootenai Electric Co-Op for power.</p> <p>This could be enticing to the County property owners to look into annexing into the City. If the site were to be approved for the rezone from R-1 to R-2, and this island were to be annexed into the City, it would be able to connect the R-2 zoning of the subject site to the R-2 zoning of the City lots south of the County island by being zoned R-2 during the annexation process.</p>
P.19	<i>Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space.</i>	The preliminary design of the subdivision is not yet complete as the design depends on the zoning density minimum and requirements.
P.55	<i>Encourage the formation of homeowners' associations to maintain private streets, common neighborhood trails and open space areas, and adjacent landscaping along public ROW.</i>	An HOA is proposed for the subdivision to help maintain the private street, common area, and open space, landscaping and bike trails that run along Cecil Road and 16 th Avenue.
<i>Why the City should consider the rezone</i>		
	<i>Amendments to zoning map should be in accordance with the Future Land Use Map.</i>	The Future land Use Map shows the subject site and the County island north of 16 th Avenue as being designated Low-Density Residential, which is the same land use designation the site currently has which allows for the R-2 zoning designation. The portion of the County island south of 16 th Avenue shows that it is proposed to be designated as Medium Density Residential which also allows for the R-2 zoning district. The Future Land Use Map shows that there will be the possibility for the R-2 zoning district to expand beyond the portion along E. Solena Avenue up to 16 th Avenue in the future where the subject site would already be zoned R-2 if approved now. The R-2 zoning near the CCS zone would be appropriate as this would allow for housing near retail sales and a variety of professional of service business. This close proximity would allow for easy foot traffic access to these retail areas.
	<i>Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comp Plan.</i>	The goals and policies of the City's comp plan that are applicable to the proposal are listed in the section above and include explanations of how the proposal is in accordance with them.
	<i>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.</i>	This site borders collector streets and is near other collector and arterial streets. Traffic patterns would be minimally impacted by the increase in residential development at the R-2 zoning. Existing development south of the site was developed at the R-1 density minimum and the property to the east is a County island which has the potential to be developed at the R-2 zoning density based on the Future Land Use Map. While the site would be the only R-2 zoning in the immediate vicinity, allowing for the zoning change to occur would prompt the County island to also be zoned R-2 in the future to connect the existing R-2 zoning along E. Solena Avenue and provide housing near the CCS zoned properties in the vicinity.

<p><i>Commercial and high-density residential zoning is typically assigned along streets with higher road classification.</i></p>	<p>N/A, existing and proposed zoning not commercial or high-density.</p>
<p><i>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.</i></p>	<p>The site is located in the <i>Central Island</i> area of the City's Focus Area Diagram. In the description of the Central Island focus area, it states, "Successful development of this area and incorporation into City Limits will likely rely on incentives rewarding developers with higher density or modified design standards in exchange for forward-thinking integration of the land into its surrounding context." The proposal to change the zoning from R-1 to R-2 would allow for a higher density to be developed at.</p>
<p><i>Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.</i></p>	<p>N/A, existing and proposed zoning is not industrial.</p>



RUEN-YEAGER & ASSOCIATES, INC.
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

PROPERTY DESCRIPTION

April 12, 2022

A portion of Tract 28 in Block 36 of Second Addition to Post Falls Irrigated Tracts, in Section 36, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

BEGINNING at the center of said Section 36;

Thence North 44°49'17" West, 28.37 feet to the Southeast corner of said Tract 28 and the **TRUE POINT OF BEGINNING** for this description;

Thence North 89°38'30" West, along the South line of said Tract 28 a distance of 288.31 feet;

Thence North 00°29'05" West, 324.02 feet;

Thence South 89°35'22" East, along a line parallel with the North line of said Tract 28 a distance of 291.00 feet to a point on the East line of said Tract 28;

Thence South, along the East line of said Tract 28 a distance of 323.7 feet, to the **TRUE POINT OF BEGINNING** for this description.

Less and except the East 5.00 feet for road purposes.

This description is not to be used for recordation purposes.

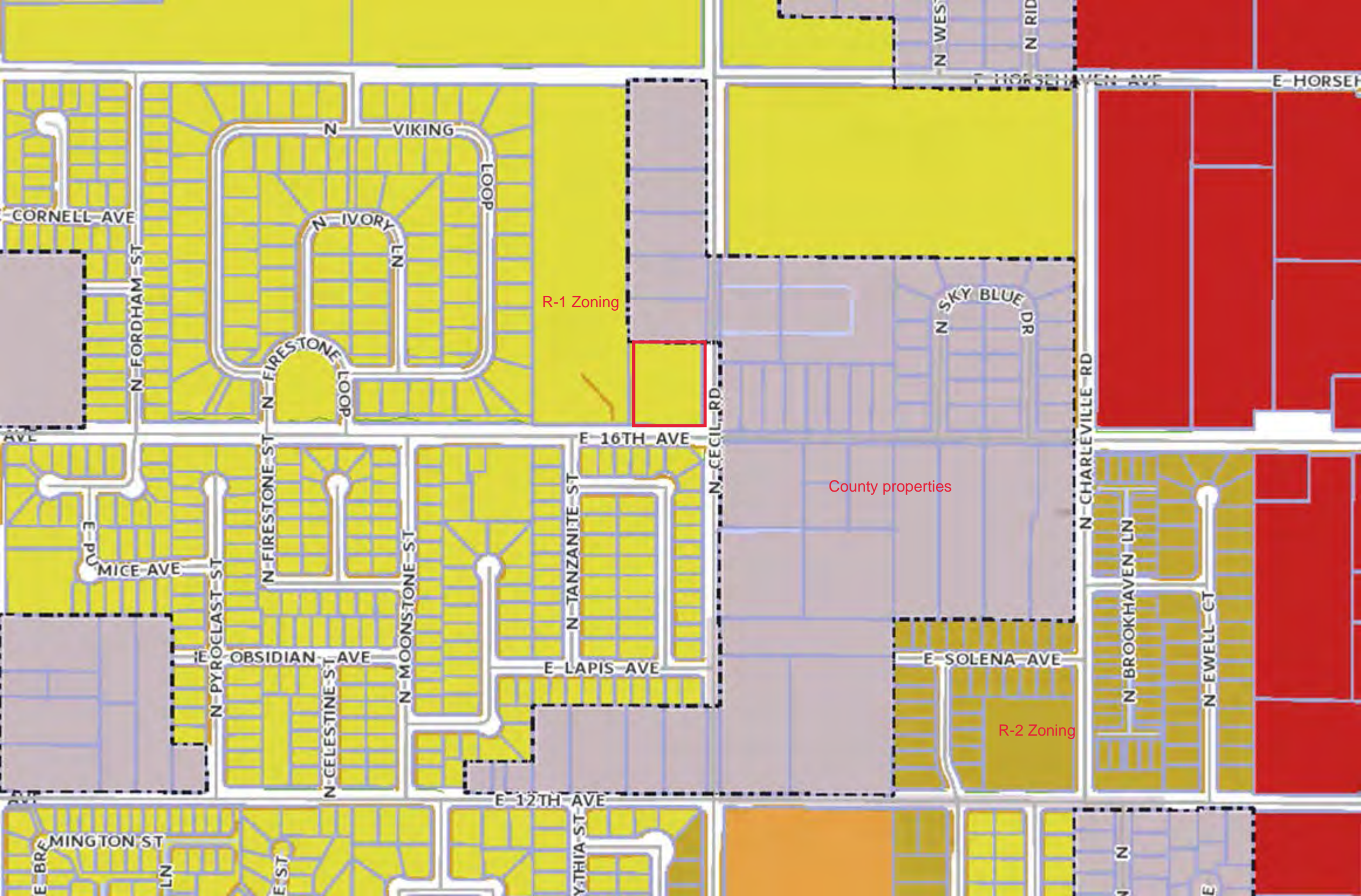
END OF DESCRIPTION

P221002



Exhibit A-4





R-1 Zoning

County properties

R-2 Zoning

CORNELL AVE

N FORDHAM ST

N VIKING

N IVORY LN

LOOP

N FIRESTONE LOOP

E 16TH AVE

N SKY BLUE DR

N-CECIL RD

N-CHARLEVILLE RD

E MICE AVE

N-PYROGLAST ST

N-FIRESTONE ST

N-MOONSTONE ST

N-TANZANITE ST

E-LAPIS AVE

E-OBSIDIAN AVE

N-CELESTINE ST

E-SOLENA AVE

N-BROOKHAVEN LN

N-EWELL CT

E-12TH AVE

E-BRINGTON ST

LN

E ST

Y-THIA ST

N

E

Letter of Authorization

This letter is to authorize Ruen-Yaeger to speak and act on my behalf for anything related to the property at 1627 Cecil Road in Post Falls. This authorization can go into effect immediately.

If you have any questions or concerns regarding this matter, please feel free to contact me at (208) 640-1365 or email me at zachbuyshouses@gmail.com.

Thanks for your help!

Zach Froehlich

x

 _____

Date

4/19/2012

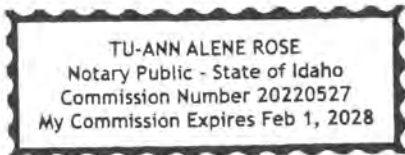
NOTARY ACKNOWLEDGMENT

State of Idaho }

County of Kootenai }

On this day of April 19 2022 before me, Tu-Ann Rose a notary public, personally appeared Zachary Froehlich, personally known to me to be the person whose name is subscribed to the within Letter of Authorization, and acknowledged to me that he/she executed the same.

(Seal)





Notary Public

My commission expires: 2/1/2028



TitleOne
a title & escrow co.

PROPERTY INFORMATION

Date:

4/7/2022

Prepared By:

TitleOne Customer Service

Property Address:

1627 N Cecil Rd Post Falls 83854

Parcel Number:

P715036028AD

Warmest Regards,

The TitleOne Team
TitleOne Corporation
www.TitleOneCorp.com

Disclaimer

Any property information contained in this email is subject to the following: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

geoAdvantage

Kootenai County Property Profile Information

Parcel #: P715036028AD

Owner: **Miller Juanita A**

CoOwner: **Dolph Nathan M**

Site: **1627 N Cecil Rd**

Post Falls ID 83854 - 4409

Mail: 1627 N Cecil Rd

Post Falls ID 83854 - 4409

Land Use: Imp res lot/tract in city

Std Land Use: 163 - Sfr

Twn/Rng/Sec: 51N / 05W / 36 / NW

Map:

Legal: POST FALLS IRR TR 2ND ADD, TX#11 428
BLK 36 EX RW 3651N05W



ASSESSMENT & TAX INFORMATION

Assessed Land: **\$188,952.00**

Assessed Impr: **\$265,600.00**

Assessed Total: **\$454,552.00**

Assessment Year: **2021**

Exemption: **\$125,000.00**

2021 Taxes: **\$3,310.37**

Levy Code: 011010

Levy Rate: 0.0098

PROPERTY CHARACTERISTICS

Year Built: 1923

Bedrooms: 3

Bathrooms: 2

of Stories: 1

Building Total: 1,490 SqFt

Floor1/Floor2: 1,152 SqFt / 0 SqFt

Attic Fin/Unfin: 338 SqFt / 0 SqFt

Bsmt Fin/Unfin: 0 SqFt

Garage: 0 SqFt

Deck/Patio: 0 SqFt / 0 SqFt

AC: No

Fireplace: 0

Dwellings: 2

Lot size: 1.88 Acres (81,980 SqFt)

Pool:

Neighborhood: 2040 PRAIRIE-SOUTHEAST

Lot:

Block: 36

Plat/Subdiv: Post Falls Irr Tr 2nd Add

Plat Number: P-7150

Plat Vol/Page:

Zoning: Post Falls-R-1

School Dist: 273 Post Falls School

Census: 1045 000500

View:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Assessor Map



Parcel ID: P715036028AD

Site Address: 1627 N Cecil Rd

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Aerial Map



Parcel ID: P715036028AD

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Kootenai County, Idaho

generated on 4/7/2022 5:03:47 PM CDT

Parcel

Parcel Number	AIN	Situs Address	Data as of
P715036028AD	123553	1627 N CECIL RD, POST FALLS	4/2/2022

Owner Information

Owner Name	FROEHLICH ZACHARY
Owner Address	841 S RAINBOW RD COEUR D ALENE ID 83814
Transfer Date	12/16/2021
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	011010	Current Legal Desc.	POST FALLS IRR TR 2ND ADD, TX#11 428 BLK 36 EX RW 36 51N 05W
Situs Address	1627 N CECIL RD, POST FALLS		
Acreage	1.8820		

Parcel Type

Property Class Code	541- Imp res lot/tract in city
Neighborhood Code	2040 PRAIRIE-SOUTHEAST

Assessment Information

Appraisal Date	07-13-2021	Current Year	2021	Prior Year	2020
Market Value Land	\$188,952	Homeowners Eligible Amt Land	\$180,000	Homeowners Eligible Amt Land	\$160,000
Market Value Improvement	\$265,600	Homeowners Eligible Amt Imp	\$265,600	Homeowners Eligible Amt Imp	\$150,100
Total Market Value	\$454,552	Sum Homeowners Eligible Amt	\$445,600	Sum Homeowners Eligible Amt	\$310,100
		Homeowners Exemption Allowed	\$125,000	Homeowners Exemption Allowed	\$100,000
Acreage	1.8820	Total Market Value	\$454,552	Total Market Value	\$316,068
		Homeowners Exemption Allowed	\$125,000	Homeowners Exemption	\$100,000
		Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$0
		Other Exemptions	\$0	Other Exemptions	\$0
		Net Taxable Value	\$329,552	Net Taxable Value	\$216,068

Kootenai County, Idaho

generated on 4/7/2022 5:04:34 PM CDT

Improvements

Parcel Number P715036028AD	AIN 123553	Situs Address 1627 N CECIL RD, POST FALLS	Data as of 4/2/2022
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Improvements

Use Code	Description	Building #	ID #	Constructed Yr.	Grade	Total GLA	GLA	Full Market Value
DWELL	Dwelling	R01	D	1923	Avg	2,010		\$177,970
DWELL	Dwelling	R02	D	1975	Avg	480		\$66,230
POLEBLDG	General Purpose Bldg Wood Pole	R01	01	1975	Avg		800	\$12,770
POLEBLDG	General Purpose Bldg Wood Pole	R01	02	1975	Avg		528	\$7,830
UTLSHED	Residential Shed - Small Util	R01	06	1980	Avg		96	\$800

Tax Record

DATA AS OF: 4/7/2022 1:54:23 AM PDT

PIN Number	Alternate ID	Tax Roll
P715036028AD	123553	Real Property

Current Owner	Owner Information Owner of Record	Lender
FROEHLICH ZACHARY 841 S RAINBOW RD COEUR D ALENE ID 83814	MILLER JUANITA A	
Location / Description		
SITUS 1627 N CECIL RD		
LEGAL DESCRIPTION POST FALLS IRR TR 2ND ADD, TX#11 428 BLK 36 EX RW		
TAG 011010		

TaxYear: 2021		Bill Number: 221642		Tax Bill ID: 2889169	
Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
Inst 2	6/20/2022	\$1,655.18	\$0.00	\$0.00	\$1,655.18
Current Year					\$1,655.18
Prior Year Taxes Due					
NO DELINQUENT TAXES					

Year / Bill Number 2021 / 221642 ▼

Assessment Information							
Authority	Exempt	Taxable	Rate	Gross	Credits	Savings	Net Tax
1-KOOTENAI CO							
AIRPORT	125,000	329,552	0.000004915	1.62	0.00	0.61	1.62
CURRENT EXPENSE	125,000	329,552	0.000243433	80.22	0.00	30.43	80.22
PARKS & REC	125,000	329,552	0.00001535	5.06	0.00	1.92	5.06
HISTORICAL SOCIETY	125,000	329,552	0.000000822	0.27	0.00	0.10	0.27
DISTRICT COURT	125,000	329,552	0.000228862	75.42	0.00	28.61	75.42
NOXIOUS WEEDS	125,000	329,552	0.000013037	4.30	0.00	1.63	4.30
HEALTH UNIT	125,000	329,552	0.000029414	9.69	0.00	3.68	9.69
INDIGENT	125,000	329,552	0	0.00	0.00	0.00	0.00
JUSTICE FUND	125,000	329,552	0.001305439	430.21	0.00	163.18	430.21
REVALUATION	125,000	329,552	0.000113459	37.39	0.00	14.18	37.39
LIABILITY INSURANCE	125,000	329,552	0.000028875	9.52	0.00	3.61	9.52
COUNTY FAIR	125,000	329,552	0.000004502	1.48	0.00	0.56	1.48
210-CITY POST FALLS							
CITY OF POST FALLS	125,000	329,552	0.003413995	1,125.09	0.00	426.75	1,125.09
255-KC FIRE & RESCUE							
KOOTENAI CO FIRE & RESCUE	125,000	329,552	0.001618203	533.28	0.00	202.28	533.28
271-COMM LIBRARY NET J							
KOOTENAI CONSOLIDATED LIBRARY	125,000	329,552	0.000236	77.77	0.00	29.50	77.77
351-N ID COLLEGE							
NORTH IDAHO COLLEGE	125,000	329,552	0.000649505	214.05	0.00	81.19	214.05
354-KOOTENAI-EMS							
KOOTENAI CO EMS 47173	125,000	329,552	0.000115613	38.10	0.00	14.45	38.10
457-SOLID WASTE-S/A							
SOLID WASTE FEES	0	1	88	88.00	0.00	0.00	88.00

232-SCHOOL DIST #273-BOND							
SCHOOL DIST #273-POST FALLS	125,000	329,552	0.000521095	171.73	0.00	65.14	171.73
232-SCHOOL DIST#273-OTHER							
SCHOOL DIST #273-POST FALLS	125,000	329,552	0.000014919	4.92	0.00	1.86	4.92
232-SCHOOL DIST #273-SUPP							
SCHOOL DIST #273-POST FALLS SUPP	125,000	329,552	0.00085461	281.64	0.00	106.83	281.64
225-PF HIGHWAY #1-POST FALLS							
HD#1-DIST-SPECIAL BRIDGE	125,000	329,552	0.000257824	84.97	0.00	32.23	84.97
HD#1-DIST-TORT	125,000	329,552	0.000005347	1.76	0.00	0.67	1.76
HD#1-DIST-M&O	125,000	329,552	0.000042684	14.07	0.00	5.34	14.07
HD#1-POST FALLS-M&O	125,000	329,552	0.000042684	14.07	0.00	5.34	14.07
490-S/A-Aquifer Prot District							
Aquifer Protection District	0	6	1	5.74	0.00	0.00	5.74
						Total Net Tax	3,310.37

Payment Information			
Last Paid	Tax Year	Amount Paid	Receipt Number
12/14/2021	2021	\$1,655.19	B21.11173
By Whom	Corelogic		
6/15/2021	2020	\$1,237.19	B20.39315
By Whom	Corelogic		
12/21/2020	2020	\$1,237.20	B20.21820
By Whom	Corelogic		
6/22/2020	2019	\$1,190.64	B19.27629
By Whom	Corelogic		
12/20/2019	2019	\$1,190.64	B19.14011
By Whom	Corelogic		
6/20/2019	2018	\$1,045.41	B18.26081
By Whom	Corelogic		
12/20/2018	2018	\$1,045.42	B18.6048
By Whom	Corelogic		
6/20/2018	2017	\$1,055.54	B17.27297
By Whom	Corelogic		
12/20/2017	2017	\$1,055.55	B17.16630
By Whom	Corelogic		
6/20/2017	2016	\$1,098.04	B16.31131
By Whom	Corelogic		
12/20/2016	2016	\$1,098.05	B16.21249
By Whom	Corelogic		

RECORDING FEE: \$15.00 DD
Electronically Recorded



TitleOne
a title & escrow co.

Order Number: 21432152

Warranty Deed

For value received,

Juanita A. Miller, a single woman and Nathan M. Dolph, an unmarried man

the grantor, does hereby grant, bargain, sell, and convey unto

Zachary Froehlich, an unmarried man

whose current address is 841 S Rainbow Rd., Coeur D Alene, ID 83814

the grantee, the following described premises, in Kootenai County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Dated: December 3, 2021

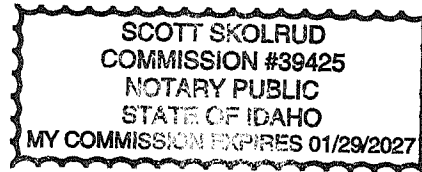
Juanita A Miller
Juanita A. Miller

Nathan M. Dolph
Nathan M. Dolph

State of Idaho, County of Kootenai, ss.

On this 6th day of December in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan M. Dolph, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

SS
Notary Public
Residing In: Coeur d'Alene
My Commission Expires: 01-29-2027
(seal)



State of Idaho, County of Kootenai, ss.

On this 8th day of December in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Juanita A. Miller, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

SS
Notary Public
Residing In: Coeur d'Alene
My Commission Expires: 01-29-2027
(seal)

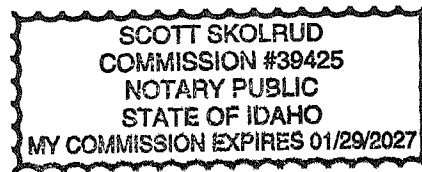


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

A portion of Tract 28 in Block 36 of Second Addition to Post Falls Irrigated Tracts, in Section 36, Township 51 North, Range 5 West Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the center of said Section 36; thence

North 44° 49'17" West, 28.37 feet to the Southeast corner of said Tract 28 and the True Point of Beginning for this description; thence

North 89° 38'30" West, along the South line of said Tract 28 a distance of 288.31 feet; thence

North 0° 29'05" West, 324.02 feet; thence

South 89° 35'22" East, along a line parallel with the North line of said Tract 28 a distance of 291.00 feet to a position on the East line of said Tract 28; thence

South along the East line of said Tract 28, a distance of 323.7 feet to the True Point of Beginning for this description.

Less and except the East 5.00 feet for road purposes.

RECORDING FEE: \$45.00 MD
Electronically Recorded

When recorded, return to:
Willamette Valley Bank
Attn: Funding Department
5140 River Road N
Keizer, OR 97303

Title Order No.: 21432152
Escrow No.: 21432152
LOAN #: 108292209

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1008395-0000048532-0
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **December 14, 2021**, together with all Riders to this document.

(B) "Borrower" is **ZACHARY FROEHLICH, AN UNMARRIED MAN.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Willamette Valley Bank.**

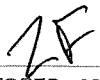
Lender is a **Corporation,**
under the laws of **Oregon.**

organized and existing

Lender's address is **101 High Street Northeast, Salem, OR 97301.**

(D) "Trustee" is **TitleOne: Coeur d'Alene.**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Initials: 
IDEDEED 0317
IDEDEED (CLS)
12/14/2021 08:00 AM PST



(F) "Note" means the promissory note signed by Borrower and dated **December 14, 2021**. The Note states that Borrower owes Lender **FOUR HUNDRED SIXTY FOUR THOUSAND AND NO/100** ***** Dollars (U.S. **\$464,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **January 1, 2052**.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- V.A. Rider
- Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** of **Kootenai**

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: P715036028AD

which currently has the address of **1627 N Cecil RD, Post Falls,**

[Street][City]

Idaho **83854** ("Property Address"):

[Zip Code]



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.



Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or



earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires



separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to



refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security



Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such



notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Zachary Froehlich
ZACHARY FROEHLICH

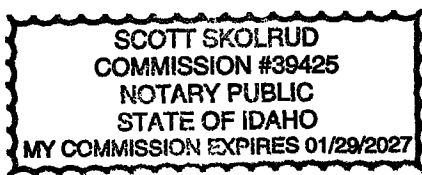
12/14/2021 (Seal)
DATE

State of IDAHO

KOOTENAI County ss:

On this 14th day of December, 2021, before me, Scott Skolrud, a Notary Public in and for said county and state, personally appeared ZACHARY FROEHLICH known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they 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.



Scott Skolrud
Notary Public residing at: Coeur d'Alene
My Commission Expires: 01-29-2027

Lender: Willamette Valley Bank
NMLS ID: 713109
Loan Originator: Michael Shane Wall
NMLS ID: 1179003



Exhibit A

A portion of Tract 28 in Block 36 of Second Addition to Post Falls Irrigated Tracts, in Section 36, Township 51 North, Range 5 West Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the center of said Section 36; thence

North $44^{\circ}49'17''$ West, 28.37 feet to the Southeast corner of said Tract 28 and the True Point of Beginning for this description; thence

North $89^{\circ}38'30''$ West, along the South line of said Tract 28 a distance of 288.31 feet; thence

North $0^{\circ}29'05''$ West, 324.02 feet; thence

South $89^{\circ}35'22''$ East, along a line parallel with the North line of said Tract 28 a distance of 291.00 feet to a position on the East line of said Tract 28; thence

South along the East line of said Tract 28, a distance of 323.7 feet to the True Point of Beginning for this description.

Less and except the East 5.00 feet for road purposes.

LOAN #: 108292209
MIN: 1008395-0000048532-0

**1-4 FAMILY RIDER
(Assignment of Rents)**

THIS 1-4 FAMILY RIDER is made this **14th** day of **December, 2021** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Willamette Valley Bank, a Corporation**

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: **1627 N Cecil RD
Post Falls, ID 83854**

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5



LOAN #: 108292209

E. **"BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

F. **BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. **ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

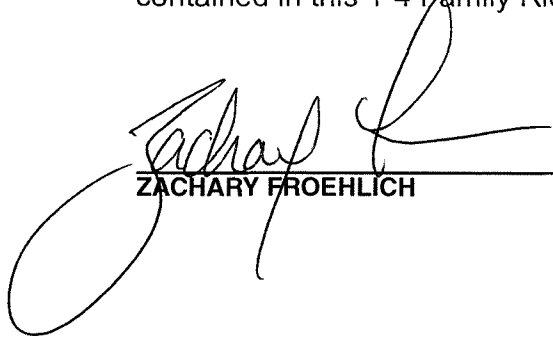
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.



LOAN #: 108292209

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

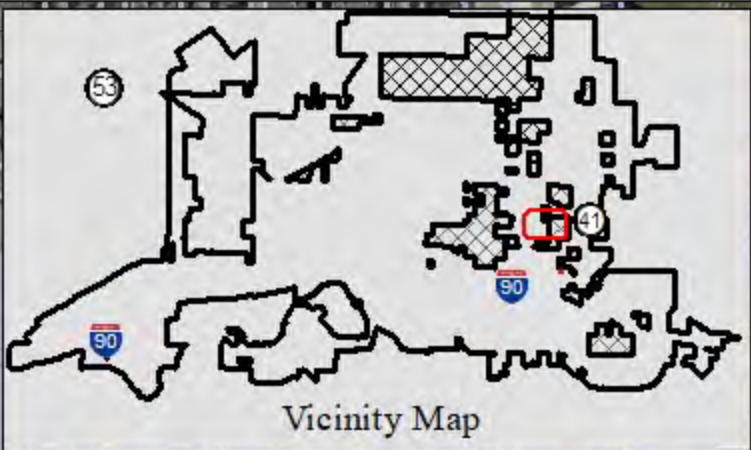


ZACHARY FROEHLICH

12/14/2021



(Seal)
DATE



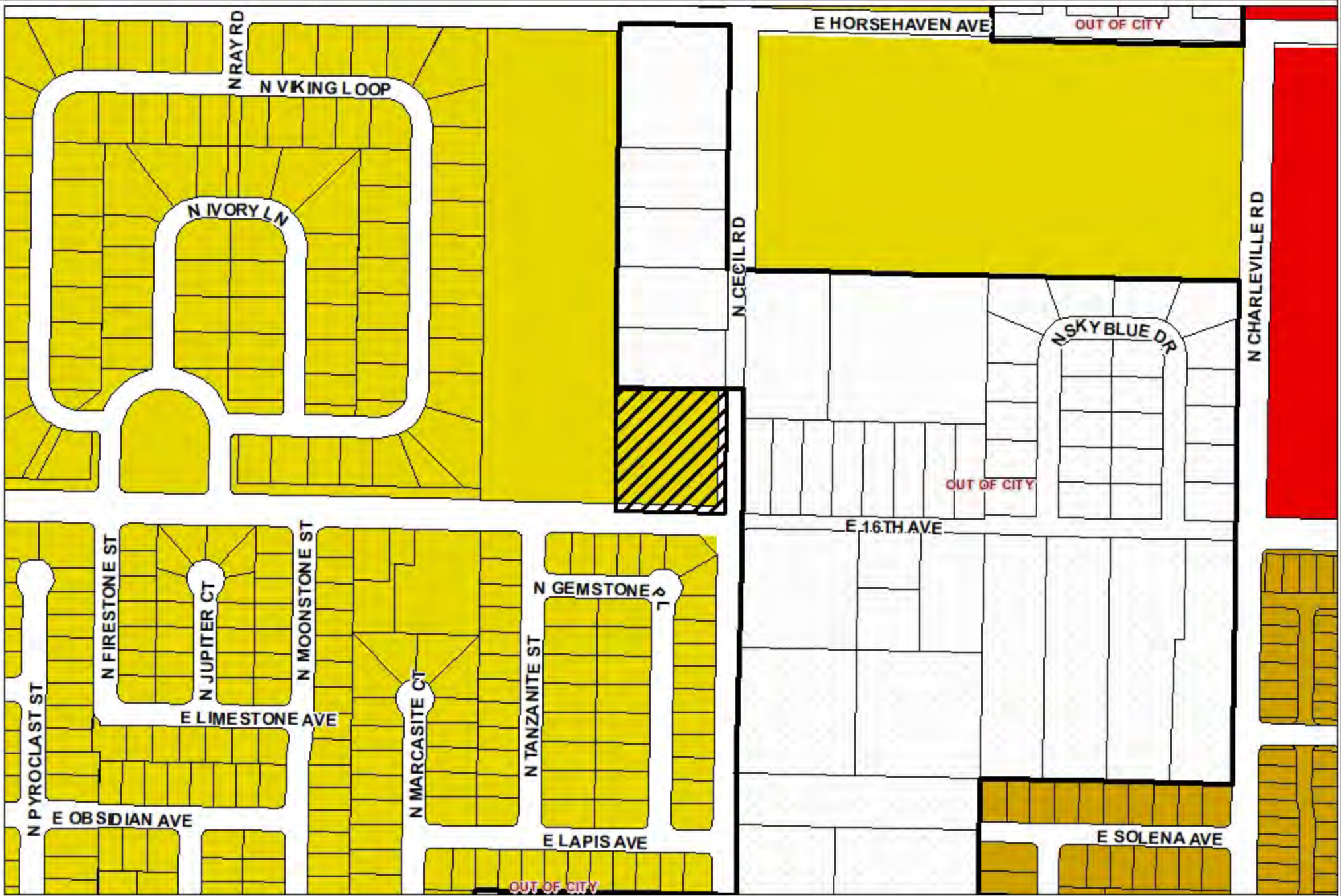


Project Location
 FROEHLICH ZONE CHANGE
 File # ZC-22-5








-  Subject Site
-  City Boundary
-  Tax Parcels



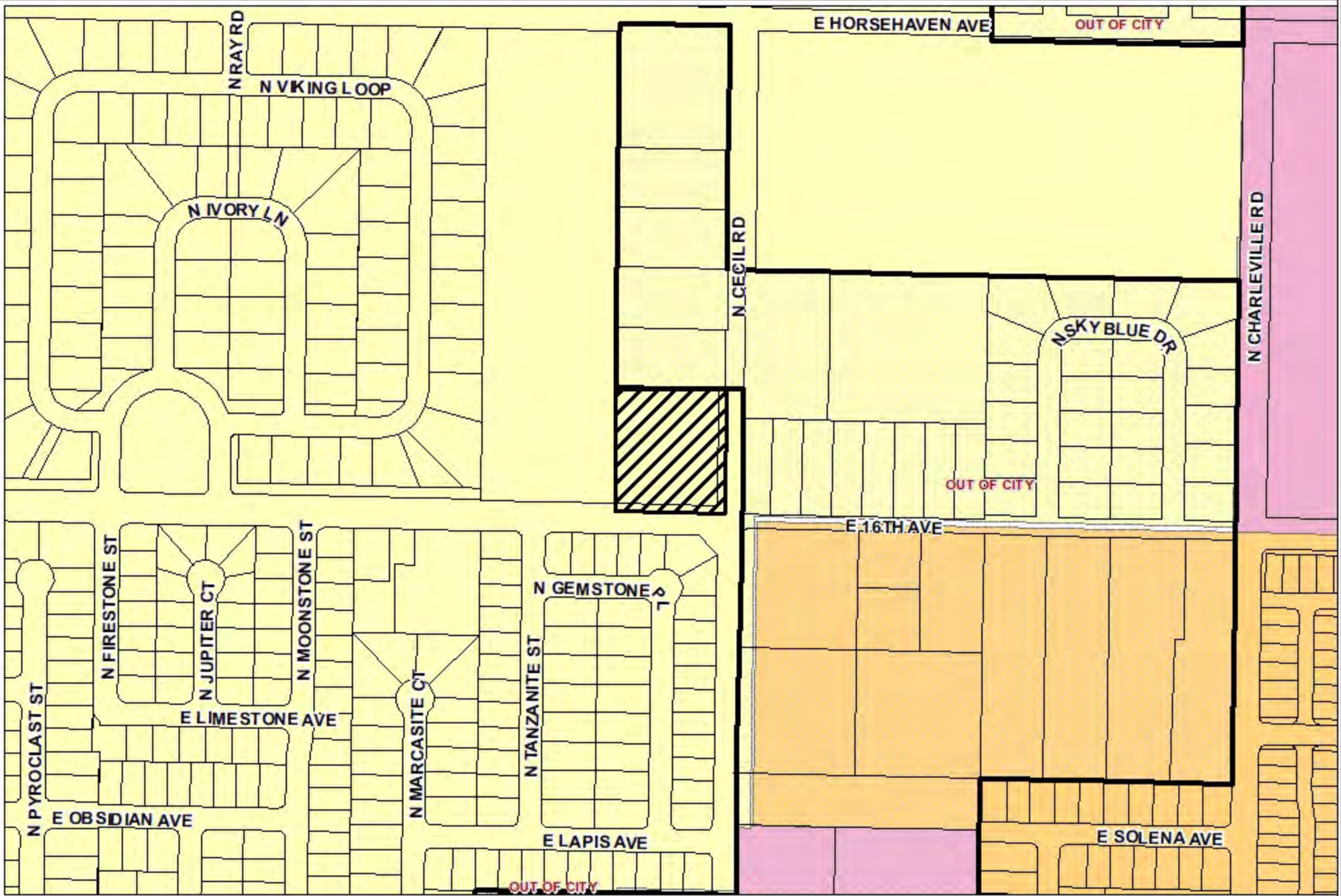


Zoning Map
 FROEHLICH ZONE CHANGE
 File # ZC-22-5



-  City Boundary
-  Subject Site
-  CCS
-  R-1
-  R-2





Future Land Use Designation
 FROEHLICH ZONE CHANGE
 File # ZC-22-5









-  City Boundary
-  Subject Site
-  Business/Commercial
-  Medium Density Residential
-  Low Density Residential
- 

Exhibit S-3



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

June 8th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Froehlich Zone Change File No. ZC-22-5

The Police Department has reviewed the above listed zone change and will remain Neutral on this request. 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

June 17, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

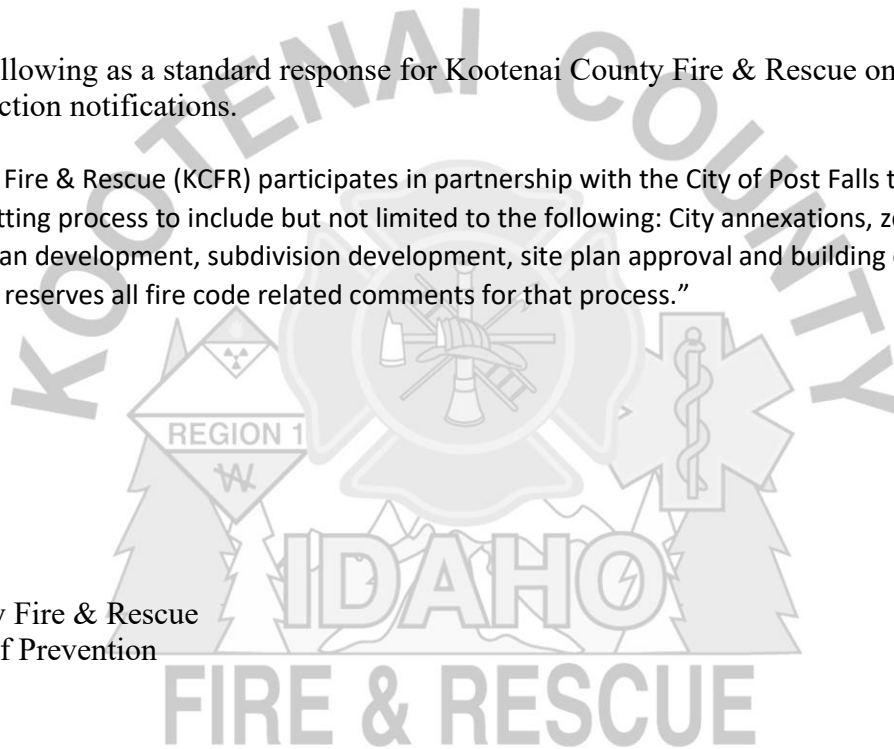
Amber,

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 of Prevention
Fire Marshal



Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Wednesday, June 22, 2022 9:12 AM
To: Amber Blanchette
Subject: RE: Froehlich Zone Change File No. ZC-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.

Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Wednesday, June 8, 2022 1:06 PM
To: Ali Marienau <AMarienau@kmpo.net>; 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>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@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 <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@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>; Admin <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: Froehlich Zone Change File No. ZC-22-5

Good afternoon,

Attached is the notice to jurisdiction for the named zone change for the Planning and Zoning Special Meeting on June 29th. 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...

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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.

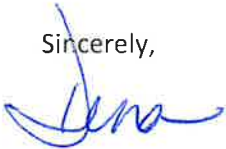
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

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



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

July 8th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Froehlich Zone Change File No. ZC-22-5

The Police Department has reviewed the above listed zone change and will remain Neutral on this request. 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

Amber Blanchette

From: jonie@postfallshd.com
Sent: Monday, July 11, 2022 2:05 PM
To: Amber Blanchette
Subject: RE: Froehlich Zone Change File No. ZC-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 is in support of this zone change.

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: Friday, July 8, 2022 9:37 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>; 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 <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 <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljon@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@quantatel.com>; Naomi Tierney <ntierney@postfallsidaho.org>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; Admin <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: Froehlich Zone Change File No. ZC-22-5

Good morning,

Attached is the notice to jurisdiction for the named zone change for Planning and Zoning on July 25th. The draft staff report is on the city's website.

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.

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Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Monday, July 18, 2022 2:55 PM
To: Amber Blanchette
Subject: RE: Froehlich Zone Change File No. ZC-22-5

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Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Friday, July 8, 2022 9:37 AM
To: Ali Marienau <AMarienau@kmpo.net>; 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>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; 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 <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

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Subject: Froehlich Zone Change File No. ZC-22-5

Good morning,

Attached is the notice to jurisdiction for the named zone change for Planning and Zoning on July 25th. The draft staff report is on the city's website.

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfallsidaho.org



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The City of Post Falls will be changing our domain soon to POSTFALLS.GOV. Be watching for it.

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ACTION ITEMS:

- a. Minutes – July 12, 2022, Planning and Zoning Commission Meeting
- b. Zoning Recommendation – Barnum's Addition Zone Change File No. ZC-22-3
- c. Reasoned Decision – KCF Station #3 Special Use Permit File No. SUP-22-1

Motion to approve as presented – Kimball

2nd by: Ward

Vote: Hampe – Yes; Ward – Yes; Davis – Yes; Kimball – 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. **Zoning Recommendation** for Froehlich Zone Change File No. ZC-22-5 – Laura Jones, Associate Planner, to present a request for a recommendation to City Council on a request to rezone approximately 1.88-acres from Single-Family Residential (R1) to Medium-Density Residential (R2) zoning designation. The requested action is to provide a recommendation to City Council for the zoning designation of Medium Density Residential (R2) from the existing Single-Family Residential (R1) zoning on approximately 1.88 acres.

Manley – Title 67, Chapter 65 is the Land Use Planning Act, LLUPA. It looks at protecting property rights, low-cost housing, and mobile home parks, looks to encourage urban and urban-type development within incorporated cities and to avoid undue concentration of population and overcrowding of land. I looked up the meaning of undue and it means unjustified, looks back to the Comp Plan, are you creating areas that are not supported by our Comp Plan. Are you countering the review criteria and countering the Comp Plan therefore being undue? The housing section within the planning duties is look at safe, sanitary, and adequate housing, low-cost conventional housing, and siting of manufactured housing and mobile homes in subdivisions as well as maintain a competitive market of each of those housing types.

Jones – Back to the Froehlich Zone Change, the project location is at the northwest corner of E 16th Ave and N. Cecil Rd. It is currently a large residential lot with no present topographical or hazardous conditions however, to note it is over the Rathdrum Prairie Aquifer. The water provider is Ross Point Water District, and the sewer would be provided by the City of Post Falls. The property is currently R1 with R1 zoning to the west and south and county directly north and to the east with some R2 to the far southeast along Charleville Rd. with commercial north of it.

Zone Change Review Criteria:

- The Future Land Use Map designates this site as Low-Density Residential. With medium density residential on the opposite southeast corner of this project. The principal use and character allow up to eight dwelling units per acre however, densities may vary as appropriate to location, street, and infrastructure capacities and the R2 is an implementing zone. The focus area is the Central Island that promotes infill development in this context area and supports development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails.
- Goal 1 to grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health. Goal 2 maintain and improve the provision of high-quality, affordable, and efficient community services in Post Falls. Goal 6 maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives. The developer is responsible for the frontage improvements along E. 16th and Cecil Rd. Goal 7 is to plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. Goal 12 is to maintain the City of Post Falls' long-term fiscal health. Policy 1 supports 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 and implement goals and policies of the comprehensive plan. Policy 2 to apply or revise zoning designations with careful consideration of factors including the future land use map and compatibility with surrounding land uses. We have touched on both, and we will get into the infrastructure, service plans and traffic patterns soon. Policy 8 to encourage compatible infill development and redevelopment of vacant and under-utilized properties within city limits; this is in an area that is currently undeveloped or underdeveloped. Policy 15 ensures 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. Jon touched a little on the Land Use Planning Act. Policy 27 to work to

improve street connectivity in all areas of Post Falls, improve walkability, public health and safety, and transportation efficiency. I have mentioned the frontage improvements are the developer's responsibility if and when this property develops.

- This is over the Rathdrum Prairie Aquifer; we have talked about the future land use, and it is in a low-density residential area. Cecil Rd., a Major Collector Roadway, it is designed to accommodate traffic volumes of 4,000-12,000 vehicles per day. 16th Ave., a Major Collector Roadway, it is designed to accommodate traffic volumes of 4,000-12,000 vehicles per day. As the speed of roads increases you usually get higher intensity uses, commercial and industrial and as speeds reduce you would get the lower street classifications and lower intensity uses like single-family residential. With these being major collectors, they fall in the middle with that medium density use.
- Commercial and high-density criteria is not applicable.
- The location of this site is within that half mile area from both 41 and Mullan, it is a little further from the high intense urban areas.
- Industrial zoning is not being requested.

All agencies have been notified and Post Falls Police Department responded as neutral, Kootenai County Fire & Rescue reserves their comments for when the site develops, the Department of Environmental Quality had no comments for this stage, the School District is neutral, and the Post Falls Highway District is in support of the Zone Change.

Hampe – What is on the southeast corner, it's out of the city.

Ward – It's within the medium zoning.

Hampe – that is what the Future Land Use Map shows but it's not in the city.

Jones – It's not in the city, right on the corner looks like a multi-family site with single-family homes next to it.

Ward - It's the trailer park.

Hampe – What about the parcels across 16th St., how large are those?

Manley – To the west they look like the typical 6500 square foot lots and to the east they look marginally larger than those to the west if I had to guess.

Hampe – So a typical R1 size probably.

Manley – Maybe a little larger, to the north there is also a multi-family site that's in the county.

Hampe – Those are apartment housing.

Ward – they are apartments.

Hampe – If it were to be zoned R2, what is the maximum number of units that could be on that property?

Manley – They couldn't do multi-family but can-do duplexes, townhomes, or single-family homes.

Hampe – Okay, I don't think I have the right bulk and placement table.

Manley – One thing to note in your handouts, the implementing zones that are in it doesn't recognize R2, we have amended the comp plan and what you have was based off the original comp plan. The comp plan has been amended and does include the R2 as an implementing zone that occurred after we removed multi-family as an allowed use in the R2. Your current copy is on the original and not on the amended comp plan.

Hampe – Okay. Off the top of your head, how many possible units could be allowed.

Manley – I didn't calculate that; I don't know what the minimum lot size is for a townhome and then divide and take 1.8 acres and divide that by the minimum lot size. Plus, there

will be internal road, so you lose about 30% of the site to roads that factors in the calculation as well as the frontage improvements with the street trees, etc.

Hampe – Thank you.

Applicant, Tessa Vogel, Assistant Land Use Planner, Ruen-Yeager – My fellow representative is also here, Laura Winter for any engineer questions. – We are asking for a rezone from R1 to R2 for a possible subdivision of the property. The subject site has existing home with outbuildings and is expected to be subdivided off onto its own property the remainder has not been determined yet whether they will be townhomes, single-family or duplex. The minimum lot size for each townhome is 2400, single-family is 3000, and duplex is 3600 square feet. The internal roads and other improvements will take up space and if the applicant wants a community type open space that will also take up acreage. Looking at surrounding developments, there is the church to the west, single-family to the north, a mass housing development south with some rural development and then to the east is that county island. As stated, this designation request is within the future land use map the county shows it to be medium density. Further east is there the R2 zoning is where E. Solena Ave is located, within your policies and goals states county islands should be annexed into the city this area would be a transition, allow for transition to go with that E. Solena Ave through this county island. If it were to be R2 up and connect to Cecil and further to the east is commercial zoning which would give this easy access. Based on the staff report both Cecil and 16th are not near their capacities, they are well under them. This project will not negatively impact the transportation network. This site will be serviced by the City of Post Falls for the sewer and Ross Point Water District for the water, Avista Utilities or Kootenai Co-Op for the power. The Central Island area of the city is showing successful development of this area and incorporation into City limits will likely rely on incentives rewarding developers with higher density or modified design standards in exchange for forward-thinking integration of the land into its surrounding context. This will fit in with this area, it is close to schools for walkability, great transition into that commercial area with the higher densities.

Ward – The development will egress onto Cecil?

Vogel – There are 2 points, one is on 16th and the other is on Cecil, this will be determined by planning.

Ward – Do you have an idea in your plans how far the exit for the neighborhood is from the stop sign at Cecil and 16th?

Vogel – We don't have plans yet, however, we will meet the requirements and take into consideration the city's suggestions at that time.

Manley – We have city design standards that regulate the proximity depending on the development type to intersections for public safety. One thing to note, Herrington did some math and without any road dedications you could yield about 15 lots, they will need to incorporate internal roads and do frontage improvements though.

Testimony

In Favor - None

Neutral – Howard Burns – I do think we need R2 in the city, I was at a presentation recently that showed what was happening in the city and if I am not mistaken there is a giant church next to this. Am I correct? It says it's R1 but in fact it is a church.

Commission it is a church, yes

Burns – I think that's important when thinking about this, it says it is R1 land and should be rezoned to match the use that it currently is. The county also approved some multi-family to the north not sure how many units but with Mr. Manley's estimate taking 1.88 times 43560 and then pick the lot size and get 24 to 15 units. I don't know if you can condition a zone change to have a maximum number of units, I think this would be an applicable thing to say, we agree it's R2. There is also another item to consider, and many cities are facing it, the problem is people don't have houses to buy, they can rent because companies buy them up and turn around and rent them out. I believe you can add an HOA and say it can be an R2 with a condition in the HOA rules individuals that buy must live in the unit for a minimum of 2 years before it can be rented.

In Opposition – John Leonhardt – My back fence faces this property directly across the street from it. In speaking with my neighbors about the drag strip also known as 16th St. with the construction of 41 people use this road like a drag strip. The church next to this request is call His Place Church, which is a relatively small church, the mega church is north of this. There is another church to the south on 12th and Cecil. All afternoon there is just an exhaust smell coming over my fence and you put more people in there... The other properties you're asking about are single family homes, they are mobile homes yes, but they are single-family dwellings. There are just single-family homes all the way down the street, there is even horse property in this area. I am happy the Fire Department have been approved to add a new fire station, but we have enough in this area we don't need to add to the mess. There is the elementary school, the high school, the traffic is just a joke through here. I don't think this area needs to be annexed in with an R2, there are many beautiful homes in this area. There have been at least 4 fires around this intersection in the last couple of years. There is no way you can put 15 houses in there maybe 4-5, they are going to be tiny lots, in my opinion you shouldn't approve this.

Rebuttal – Tessa Vogel – As it sits now, with minimal design standards we could shove approximately 12 lots on this property at the current zoning. We are proposing R2 however, that doesn't mean every lot will be as small as possible. This zone will give them options however, in my experience property owners ask for rezones so they can parcel their lot out smaller and then create other lots to fit the surrounding buildout. It sounds like there is some excessive speeds on this road and that is not something the applicant can control it sounds like the local police need to be involved with better restrictions.

Hampe – The lot the church is on, it looks like it goes from 16th up to Horsehaven, correct?

Jones – It appears to be.

Hampe – Something would have to happen for them to divide that?

Jones – To divide the church?

Hampe – From the map, it doesn't look like the church is on the entire parcel. I am wondering what the potential is for that if it is more lots?

Jones – Well without more information I could guess that it appears to be just one lot, and if they decided to develop into more lots they would come back before the Commission for an approval of a subdivision depending on how many lots they would ask for. Typically, we require a Special Use Permit for Churches to be constructed within an R1 zone, I don't know the history of this church and when it was established so it may not have received a Special Use Permit. But yes, if it were to develop it would go through a site plan review if it was part of the church or a public hearing.

Hampe – That is what I wanted to know, thank you.

Davis – Mr. Manley, as far as conditions placed on number of units and things of that nature, we're simple in a zoning recommendation tonight so we're simply recommending to council that if they choose to annex the recommendation would be for an R2, correct if we motioned it that way, correct? That would be more for council?

Manley – I would note that the comp plan does call out being low density residential of the cap of 8 dwelling units per acre so to subdivide they would show that as part of their subdivision how they would be consistent with that aspect and so you'd be looking at that as being the regulatory element of being part of the comp plan.

Herrington – As well as city code.

Kimball – It is also not an annexation it is just a zone change tonight.

Hampe – So, that means this isn't the place for trying to cap it.

Herrington – Our code drives our bulk and placement table with the lot sizes and stuff, and it drives the policy consideration that's how we apply those things.

Hampe – Okay.

Manley – One reason why we have minimum lot sizes in our mixed zone of 4 acres to enter a development agreement to have enough land mass to controlling different things in different aspects. The mixed zones are where we get into the development agreements and having restrictions before it goes back to the code being more Euclidean based R1 type zoning that falls into the bulk and placement standards.

Comments

Zone Change Criteria:

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

Kimball – The Future Land Use Map calls that area out as low density residential and R2 is an implementing zone, so it meets this criteria.

2. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.

Hampe – It has the right road classification being on those roads I think it is better having a little higher density as a buffer as we talked about buffering, and I like R2 as opposed to something denser as R3.

Kimball – The staff report went through the goals and policies very well and we haven't heard much to the contrary.

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 we covered it.

Kimball – I think it's important to look at the existing development pattern there is a church to the west which is all days of the week except Sunday generally speaking low intensity use and then on Sundays it's a little higher intensity use. There are apartments to the east and just northeast of it so even though that's in the county it has a higher intensity use. Even though an R2 isn't a high intensity use it does fit there on the corner. It is also important to understand that when we have traffic issues it's never on the main drag it is always at the intersections. So, when we get development that improves those intersections it is beneficial to our transportation system as a whole. It happens at a cost to the developer not the taxpayers or the City of Post Falls.

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 – I think it is far enough away from the Highway 41 corridor and is close enough to be that medium zone yet far enough away that it's not going to compete with them.

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

Motion to recommend approval to City Council from R1 to R2 finding meets approval criteria in PFMC as outlined in our deliberations and ask staff to draft a Zoning Recommendation. - Hampe

2nd by: Ward

Vote: Kimball – Yes; Davis – Yes; Ward – Yes; Hampe - Yes

Moved

- ~~B. **Zoning Recommendation** for Joseph Family Trust Annexation File No. ANNX-22-7 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council on a request for a zoning designation of Community Commercial Services (CCS) on 20.74-acres and Community Commercial Mixed (CCM) on 20.60-acres for a total of approximately 41-acres which requires a Development Agreement. Requested action is to forward a recommendation of approximately 20 acres of CCS and 20 acres of CCM to City Council. The location is on the northeast corner of N. Greensferry Rd. and W. Prairie Ave. The current uses are 5–10-acre residential lots in the county with no significant topology or vegetation matters and it is over the aquifer. The water provider would be Ross Point Water District and the sewer would be provided by the City of Post Falls. Zone Change Review Criteria:~~

- ~~▪ This area on the future land use map is designed as transitional it also shows that this area is potentially suitable for commercial uses. The purpose of the commercial node was to have a more neighborhood commercial location, so the residents don't have to drive to 41 or down to Seltice Way or Mullan for services. These areas also promote walkability and civic third place type of functionality. The Transitional purpose is due to timing for growth is undetermined, but guidance can be located within the associated focused area. This is located on the very western edge of the 41 North Focus Area with a focused provision 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. So, at time of development, you would end up getting the improvements along the north side of Prairie and the east side of Greensferry and that also includes either a multi-use path and or a sidewalk providing connectivity north, south, east, and west.~~
- ~~▪ Grow and sustain a balanced, resilient economy for Post Falls providing community prosperity and fiscal health; maintain and improve Post Falls' small-~~

**Froehlich Zone Change
File No. ZC-22-5
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Mark Loudin & Zach Froehlich

LOCATION: On the northwest corner of E. 16th Ave and N. Cecil Rd.

REQUEST: Rezone approximately 1.88 acres from Single-Family Residential (R1) to Medium Density Residential (R2).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Vicinity Map
5. A-5 Auth Letter
6. A-6 Title Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFPD Comments
11. PA-2 KCFR Comments
12. PA-3 DEQ Comments
13. PA-4 PFSD Comments
14. PA-5 PFPD Comments
15. PA-6 PFHD Comments
16. PA-7 DEQ Comments
17. P&Z Staff Report
18. Testimony at the public hearing on July 25, 2022 including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the July 25, 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 and testified that the requested action is for the Commission to review the request to rezone approximately 1.88 acres in the City of Post Falls from Single Family Residential (R1) zoning to Medium Density Residential (R2). She illustrated that the location is on the northwest corner of N. Cecil Rd. and E. 16th Ave. She stated that the current land use is a large lot residential home. She established that the site is over the Rathdrum prairie aquifer, Ross Point Water District will provide water service, with the city of Post Falls providing wastewater service.

Ms. Jones indicated that the surrounding zoning to the south and west is R1, to the north and east are developed properties within a county pocket. She testified that the Future Land Use Map designates this site as low density residential. She noted that there is other low density residential in the area and medium residential to the southeast. She submitted that the Comprehensive Plan for this designation states that that the category encompasses all single-family uses up to eight dwelling units per acre and supports land uses such as parks, schools, and public facilities. She explained that densities can vary as appropriate to the location, street and infrastructure capabilities, planned development patterns, and compatibility with existing development. She testified that R2 is one of the implementing zoning districts.

Ms. Jones testified that the applicable focus area is the Central Island focus area. She explained that the focus area provides that this area should promote infill development, support development patterns that are interconnected and that provide pedestrian connectivity to all multi-use paths and trails.

Ms. Jones testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal one, two, six, seven, and twelve to possibly be relevant and applicable goals. She noted goal six is supported through the provision of frontage improvements on 16th and Cecil. She testified that policies one, two, eight, fifteen, and twenty-seven may be appropriate for consideration by the Commission. Ms. Jones noted that policy eight is supported because the area is underdeveloped and underutilized. 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. She explained that the site is located along two

major collector roadways of Cecil and 16th which can handle traffic volumes of 4,000 to 12,000 vehicle trips per day. She demonstrated that as the speed of roads increases, you usually get higher intense uses with lower street classifications you get lower intensity uses, such as single family residential. Due to the medium road classification, she deduced that it falls right in line with a medium density use as proposed.

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 the proposal is not for commercial or high density and therefore this criterion is inapplicable to this zone change.

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 about a half mile from Highway 41 and Mullan Ave. which are areas higher intense urban activity and therefore the proposal would meet this criterion.

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, clarified that to the southeast is not in the city, it is in the county with some single-family and multi-family sites.

Jon Manley, Planning Manager

Mr. Manley, following a question from the Commission, testified that to the south and farther to the west look like typical R1 sites, to the East are larger county lots and to the northeast there is a large multi-family apartment site. He clarified that the R2 zone does not allow multi-family, but does allow duplexes, townhomes, and single-family homes.

Tessa Vogel, Ruen-Yeader, Applicant

Ms. Vogel testified that they are asking for a rezone from R1 to R2 for a possible subdivision of the property. She explained that the subject site has existing home with outbuildings and is expected to be subdivided off onto its own property, the remainder has not been determined yet. She noted they will be townhomes, single-family or duplexes. She explained that the minimum lot size for each townhome is 2,400, single-family is 3,000, and duplex is 3,600 square feet.

Ms. Vogel testified that the internal roads and other improvements will take up space and if the applicant wants a community type open space that will also take up some acreage. She explained that when looking at surrounding developments, there is the church to the west, single-family to the north, a mass housing development south with some rural development and then to the east is that county island.

Ms. Vogel testified that this designation request is within the Future Land Use Map and the county shows it to be medium density. She explained that further east is there the R2 zoning is where E. Solena Ave is located, within your policies and goals it states that county islands should be annexed into the city this area would be a transition, allow for transition to go with that E. Solena Ave through this county island. She submitted that if it were to be R2 and connect to Cecil and further to the east is commercial zoning which would give this easy access.

Ms. Vogel indicated that based on the staff report both Cecil and 16th are not near their capacities, they are well under them. She testified that this project will not negatively impact the transportation network. She certified that this site will be serviced by the city of Post Falls for the sewer and Ross Point Water District for the water, Avista Utilities or Kootenai Co-Op for the power.

Ms. Vogel explained that the Central Island area of the city is showing successful development of this area and incorporation into City limits will likely rely on incentives rewarding developers with higher density or modified design standards in exchange for forward-thinking integration of the land into its surrounding context. She asserted that this would fit in with this area, it is close to schools for walkability, great transition into that commercial area with the higher densities.

Ms. Vogel, in response to a question from the Commission, indicated that the do not have subdivision plans at this time and will have to comply with city design standards at the time of subdivision.

Public Testimony:

The Commission opened the hearing for public testimony.

Howard Burns

Mr. Burns testified that he does think we need R2 in the city. He indicated that he was at a presentation recently that showed what was happening in the city and there is a giant church next to this. He noted it says it is R1 but in fact it is a church. He thought the church property should be rezoned to match the use that it currently is. He indicated that the county also approved some multi-family to the north, he was not sure how many units but he questioned whether they could condition a zone change to have a maximum number of units. He also wanted the commission to consider the problem of people not having houses to buy, they must rent because companies buy them up and rent them out. He believes the city government should impose more regulations on private property to require an HOA with a condition in the HOA rules that individuals that buy the property must live in the unit for a minimum of two years before it can be rented.

John Leonhardt

Mr. Leonhardt testified that his back fence faces this property directly across the street from it. He stated that with the construction of 41 people use this 16th St. like a drag strip. He explained that the church next to this request is called His Place Church, which is a relatively small church, the mega church is north of this. He indicated that there is another church to the south on 12th and Cecil. He testified that all afternoon there is just an exhaust smell coming over my fence.

Mr. Leonhardt testified that the other properties you're asking about are single family homes, they are mobile homes yes, but they are single-family dwellings. He noted that there are just single-family homes all the way down the street, there is even horse property in this area. He certified that he is happy the Fire Department has been approved to add a new fire station, but we have enough in this area and we do not need to add to the mess. He indicated that there is the elementary school, the high school, and the traffic is just a joke through here. He did not think this area needs to be annexed in with an R2, there are many beautiful homes in this area. He explained that there have been at least four fires around this intersection in the last couple of years and there is no way you can put 15 houses in there maybe 4 to 5, they are going to be tiny lots, in his opinion you should not approve this.

Rebuttal

Tessa Vogel

Ms. Vogel testified that as it sits now, with minimal design standards, we could place approximately 12 lots on this property at the current zoning. He explained that while we are proposing R2, that does not mean every lot will be as small as possible. He professed that this zone would give them options and in her experience property owners ask for rezones so they can parcel their lot out smaller and then create other lots to fit the surrounding buildout. He understood that there are some excessive speeds on this road and that is not something the applicant can control it sounds like the local police need to be involved.

Deliberations: After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

The applicant has requested initial zoning of Medium Density Residential (R2) on approximately 1.88 acres. The Commission finds that the Future Land Use Map designates this area as Low Density Residential and R2 is an implementing zone.

The Commission finds that evidence and testimony demonstrate that the requested zoning designation 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 goals and policies contained in the comprehensive plan and that the proposal is consistent with the following relevant goals and policies:

Goals:

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

Creating a diverse community with diverse housing assists creating community prosperity and fiscal health.

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

This site is underdeveloped and underutilized and the proposal allows for more efficient land use, transportation, and infrastructure improvements for the community it serves.

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. This proposal will bring frontage improvements to two major collectors of Cecil and 16th. Those improvements to the existing fabric and criteria help provide a full-featured street network for Post Falls, improving the efficiency, function and value of the City.

Goal 12: Maintain the City of Post Falls' long-term fiscal health.

Services that cities provide cannot be sustained without fiscal balance and accountability. This proposal serves the City of Post Falls' obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide rate-payers with efficient, effective services now and in the future.

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 maintaining the community levels of service for parks, public safety, streets, and multi-modal pathways.

- Foster the long-term fiscal health of the community;
The rezone may provide the opportunity for additional housing that may help further long-term fiscal health of the community by provide living accommodations to current and future workforce within the City be more attainable.

- 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 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;
The Future Land Use Map designates this area as Low Density Residential and R2 is an implementing zone.

The Commission finds that evidence and testimony demonstrate that the requested zoning designation is consistent with the Future Land Use Map.

- Compatibility with surrounding Land Use;
The proposed development pattern would be compatible with the surrounding uses as they are primarily residential in nature. The Commission notes that churches are generally viewed as compatible with the residential uses.

- Infrastructure and service plans;
Sanitary Sewer for the location is currently located at the intersection of Tanzanite St. / 16th Ave., approximately 220 feet west of the subject property.

Sanitary sewer would need to be extended from the existing location and to the Cecil Rd /16th Ave. Intersection with future site development, in conformance to the City's Water Reclamation Master Plan. The property requesting the zone change 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 not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

The Ross Point Water District would service water.

- Existing and future traffic patterns;
The property is adjacent to 16th Ave. and Cecil Rd., both classified Major Collector roadways. Rights-of-way and easements were dedicated with annexation of the property.

Future traffic patterns to/from this site are benefitted from the proximity to adjoining Arterial Roadways, including the SH41 / 16th Ave. intersection that will be signalized in 2022. Access to the site would be restricted in conformance with City Standards.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.
The response to this is embedded within the analysis within this recommendation.

Policy 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.

The property is next to a church and about a half mile away from an evolving commercial corridor of Highway 41. Real Life Ministries is about a quarter of a mile to the north and the Post Falls High School is about half a mile to the north.

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

Redevelopment of this area would be considered infill development of under-utilized property within the city limits.

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.

Rezoning to Medium Density Residential (R2) zoning will allow for diverse housing types and price levels.

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

Upon subdivision, the property will be required to complete frontage improvements on two major collector roadways of 16th Ave. and Cecil Rd.

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:

Cecil Road, a Major Collector Roadway, it is designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 2,700 vehicles per day.

16th Avenue, a Major Collector Roadway, it is designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 1,240 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to adjoining collector roadways that would distribute traffic from the subject site to SH41, Poleline Avenue, as identified in the City's Transportation Master Plan. Access to the site would be restricted in conformance with City Standards.

Water and Sanitary Sewer:

Ross Point Water District will provide water service.

The city of Post Falls will providing sanitary sewer service. Sanitary sewer currently exists 220 feet west of the property in 16th Ave. at the southwest corner of the property and would need to be extended to Prairie Avenue at the time of site development. Sanitary sewer would be required to be extended to the property and to Cecil Rd. at the time of future development. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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 proposed residential uses that could be developed in the Medium Density Residential (R2) zoning would be located adjacent to a church property to the west, to the north and east are single family homes and a multi-family site in Kootenai County. To the south are single family homes in the City of Post Falls. These are compatible uses near each other.

Future Land Use Designation:

Future Land Use Map depicts the land use designation for this area as Low Density Residential. The proposed R2 Zone is an implementing zoning district.

Community Plans:

None.

Geographic/Natural Features:

The Commission finds the site contains no geographic or other natural features that would affect development of the site.

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

The Commission finds this criterion inapplicable to the request as they are not proposing commercial or high-density residential zoning.

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 that the location of this site is within that half mile area from both Highway 41 and Mullan, it is further and proceeding away from the high intense urban areas.

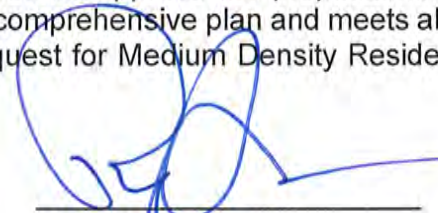
C6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

The Commission finds this criterion inapplicable to the request, as Industrial zoning is not being requested as part of this consideration nor is Industrial zoning situated near the requested area.

D. CONCLUSION AND RECOMMENDATION OF THE COMMISSION:

Froehlich Zone Change, File No. ZC-22-5: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. A motion to recommend approval of the recommended zoning was made, the motion carried a majority of the Commission. 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 all the applicable approval criteria for applicant's request for Medium Density Residential (R2) zoning.

9/13/2022
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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

Amber Blanchette

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Thursday, August 25, 2022 11:51 AM
To: Amber Blanchette
Subject: FW: Froehlich Zone Change File No. ZC-22-5
Attachments: Froehlich NTJ CC.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Amber,

Based on the location, there is no impact to the YPL ROW and we do not have any comments or 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@postfalls.gov>
Sent: Thursday, August 25, 2022 12:42 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>; 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@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 <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; 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@postfalls.gov>; 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@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; 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@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; 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]Froehlich Zone Change File No. ZC-22-5

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Good morning,

Attached is the notice to jurisdiction for the named zone change for Council on September 20th; 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



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Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Tuesday, September 13, 2022 12:07 PM
To: Amber Blanchette
Subject: RE: Froehlich Zone Change File No. ZC-22-5

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Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Thursday, August 25, 2022 11:42 AM
To: Ali Marienau <AMarienau@kmpo.net>; 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 (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>; 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 <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; 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@postfalls.gov>; 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@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; 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@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; 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: Froehlich Zone Change File No. ZC-22-5

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Good morning,

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Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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

MEETING DATE: September 20, 2022

DATE: September 15, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ethan Porter, Associate Planner
eporter@postfalls.gov / 208-457-3353
SUBJECT: ASHFORD PLACE ANNEXATION FILE NO. ANN-22-5

ITEM AND RECOMMENDED ACTION:

Dobler Engineering is requesting, on behalf of Kulka Land, LLC, the property owner, approval to annex approximately 12.26 acres into the City of Post Falls with a zoning request of single-family (R-1) zoning (Exhibit S-2).

DISCUSSION:

The City Council must conduct a public hearing and review the proposed annexation proposal based on the recommendation for the Low-Density Single-Family Residential (R-1) zoning district by the Planning and Zoning Commission at their May 25, 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 Low-Density Single-Family Residential (R-1) zoning district at their May 25, 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-4 Planning and Zoning Commission Staff Report
- Exhibit A-1a Annexation Application
- Exhibit A-1b Subdivision Application
- Exhibit A-2a Annexation Narrative
- Exhibit A-2b Subdivision Narrative
- Exhibit A-3 Preliminary Plan
- Exhibit A-4 Will Serve
- Exhibit A-6 Auth Letter
- 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 DEQ Comments
- Exhibit PC-1 Schreiber Comments
- Exhibit S-5 Signed Development Agreement
- Exhibit S-6 Signed Minutes 5-25-2022
- Exhibit S-7 Signed Zoning Recommendation
- Exhibit PA-4 YPL Comments
- Exhibit PA-5 PFHD Comments
- Exhibit PA-6 PFSD Comments
- Exhibit PA-7 DEQ Comments
- Exhibit PC-2 Judd Comments
- Exhibit PC-3 Randall Comments
- Exhibit PC-4 Bumgarner Comments
- Exhibit PC-5 Hudgens Comments
- Exhibit PC-6 Reynolds Comments
- Exhibit PC-7 Robison Comments
- Exhibit PC-8 BRobison Comments
- Exhibit PC-9 Marhofke Comments

CITY OF POST FALLS
STAFF REPORT

DATE: MAY 20, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: ETHAN PORTER, ASSOCIATE PLANNER • eport@postfallsidaho.org • 208-457-3353

SUBJECT: STAFF REPORT FOR THE MAY 25, 2022 P&Z COMMISSION MEETING
ASHFORD PLACE ANNEXATION AND SUBDIVISION
ANNX-22-5 & SUBD-22-7

INTRODUCTION:

The Planning and Zoning Commission reviews the zoning requested at the time an annexation is sought to determine if it is consistent with the adopted review criteria. The Commission provides a recommendation on zoning for the City Council's consideration if the Council determines that the property should be annexed. **The Planning and Zoning Commission does not make a decision or a recommendation on annexation.**

Dobler Engineering is requesting, on behalf of Kulka Land, LLC, the property owner, approval to annex and subdivide approximately 12.26 acres into 33 lots within the City of Post Falls with a zoning request of single-family (R-1) zoning (Exhibit S-2). 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: Ashford Place Annexation & Subdivision
File No. ANN-22-5 & SUBD-22-7

Owner(s): Kulka Land, LLC, 8720 Kulka Rd., Las Vegas, NV 89161

Applicant: Dobler Engineering, PO Box 3181, Hayden, ID 83835

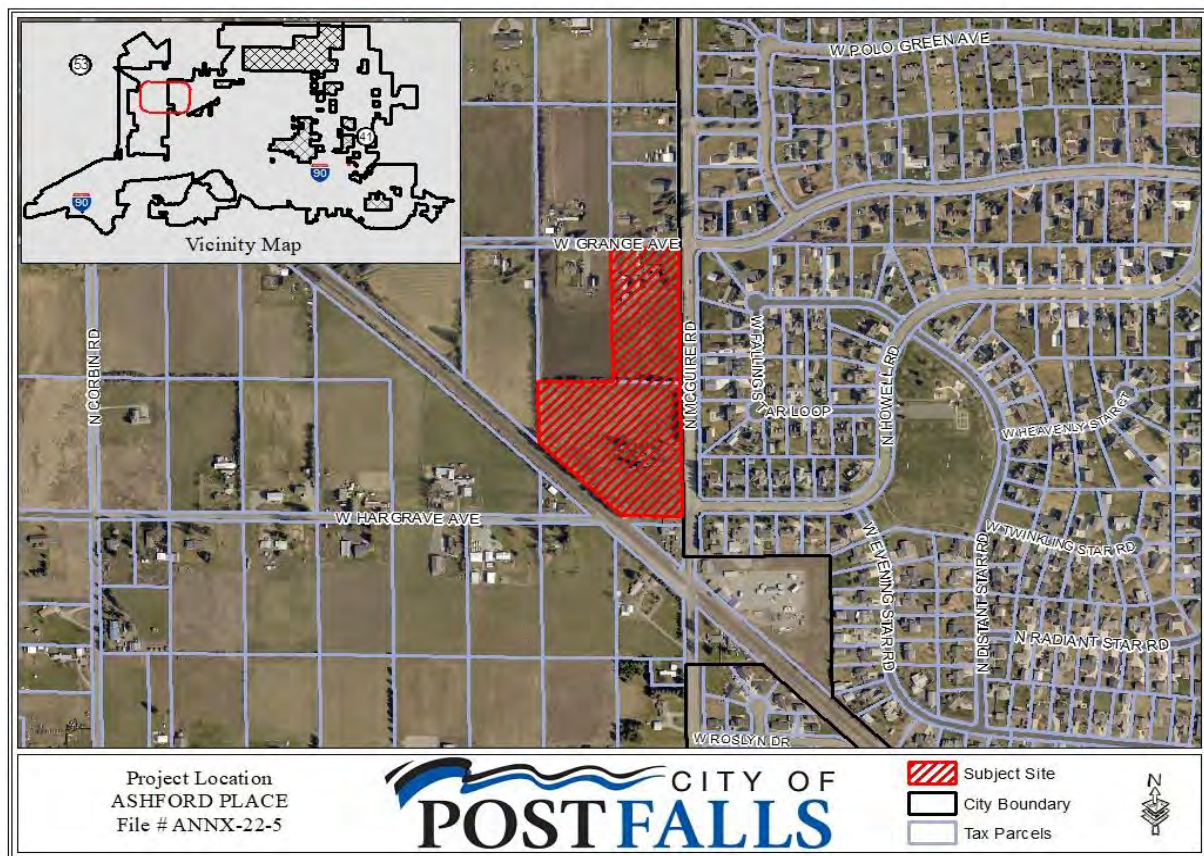
Project Description: Annex and subdivide approximately 12.26 acres into 33 lots within the City of Post Falls with a zoning request of Single-Family Residential (R-1) zoning.

Project Location: The property is generally located on the southwest corner of Grange Avenue and McGuire Rd.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located north and west of the project site includes large lot single-family homes within Kootenai County. Directly south includes a single-family home within Kootenai County separated by public right-of-way. Located east across McGuire Road is the Prairie Meadows single-family home subdivision.

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 designated this property with the land use designation of **Transitional**, this designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focused Area. Assigned zones should be compatible with adjacent zones/uses within the City and consistent with the guiding principles within the associated West Prairie focus area.

The West Prairie Focus Area states the following:

Just north of Riverbend, West Prairie is a transitional area with portions expected to develop as future residential, commercial, and industrial uses. The area includes three Area of City Impact (ACI) tiers: Exclusive Hauser, Exclusive Post Falls, and Shared Tier. Infrastructure to support urban development is mostly not in place at this time but is being planned for. The following items affirm or guide development of key policies for this area, or suggest future action items for the West Prairie focus area:

- Industrial and commercial uses are envisioned west of Pleasant View Road;
- A mix of residential, commercial, and industrial uses are envisioned Between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials;
- Mixed residential is envisioned between McGuire Road and Corbin Road, with higher densities near commercial corridors and arterials. This area may benefit from a subarea plan that examines lot and block development patterns to aid transition of five-acre lots;
- Seek opportunities to develop off corridor commercial;
- Prairie Avenue's arterial classification suggests it be considered for commercial uses;
- Other West Prairie areas may warrant commercial use consideration if adjacent to 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 are relevant to this annexation request are shown below, followed by staff comments

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 and provision of diverse housing types.

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 10: Provide and support Post Falls' parks and recreational opportunities on-pace with growth.

Post Falls residents value current parks and recreational services, and wish to retain the same or higher levels of service as the community grows. This goal directs the City to consider parks and recreational needs in all related plans and actions, including land use decisions, regulatory requirements, and budgeting.

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 mitigate impact 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 residential design

standards and building code standards.

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

Staff Comment: 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;

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 all primarily residential in nature.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer to serve the site is located at the southeast corner of the property, in the intersection of Howell Rd. / Grange Ave. the easterly half of the property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by said sewer connection as part of the Montrose Lift Station Service Area. The remainder is in a “transitional area” that can be serviced by the connection, if elevations allow, or from a future main going to the Pleasant View Service Area. The requested zoning is in conformance with the land use assumptions within the City’s Water Reclamation Master Plan. Prior to any development of the site and required as part of preliminary subdivision review, the owners would need to verify elevations for the sewer, as is typical for all subdivisions.

The City of Post Falls Water Reclamation System has the capacity, and the City of Post Falls would be willing to provide service to the property at the requested zoning. Existing capacity is not a guarantee of future service.

Water would be serviced by the East Greenacres Irrigation District.

The property is not subject to any Local Improvement Districts (LID’s), Subsequent User Agreements or Sewer Surcharges.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to McGuire Road, a classified Minor Arterial Roadway; and Grange Avenue, a classified local roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with the following standards

Minor Arterial: 110-foot total right-of-way width, along with a 15-foot sidewalk, drainage, and utility easement. The right-of-way would be measured from the existing eastern right-of-way line of McGuire Road.

Local Street: 70-foot total right-of-way width, along with a 10-foot sidewalk, drainage and utility easement. The 35-foot half road right-of-way would be measured from

the existing center of right-of-way for Grange Avenue. Note all existing rights of way for Grange Avenue., from the annexations western most boundary to McGuire Road. should be included in the annexation area.

W. Hargrave Ave.: An undeveloped portion of the W. Hargrave Ave. rights-of-way lies adjacent to the property's southern boundary. These rights-of-way should be included into the annexation boundary.

B.N.S.F Railways Spur: The railroad rights-of-way lying adjacent the subject properties southwesterly boundary should be included into the annexation boundary.

Future traffic patterns to/from this site are benefitted from the proximity to McGuire Road.

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 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 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 have been outlined herein. 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: East of McGuire Rd. is developed and services available, and this proposal could allow Grange Ave. to be extended with public services.

- Comprehensive plan goals and policies.

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

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: The proposed annexation area is adjacent to the minor arterial of McGuire Road, which provides connection to other higher capacity roadways of Prairie Avenue (to the north) and Seltice Way (to the south). Long range master planning anticipates the connection of Grange Ave. westerly to Pleasant View Road.

Minor Arterials are designed to accommodate traffic volumes of 6,000 - 15,000 vehicles per day. McGuire Road is estimated to have 2025 volumes of 4,900 vehicles per day and 2035 volumes of 8,500 vehicles per day.

Water and Sanitary Sewer:

Staff Comment: Water service is provided by the East Greenacres Irrigation District and sanitary sewer service is being provided by the City of Post Falls. Sanitary Sewer currently exists at the property's southeastern boundary in the intersection of Grange Avenue / McGuire Road. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as capable of being serviced by the existing sewer system, though elevations for the western half of the property should be verified prior to subdivision approval. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

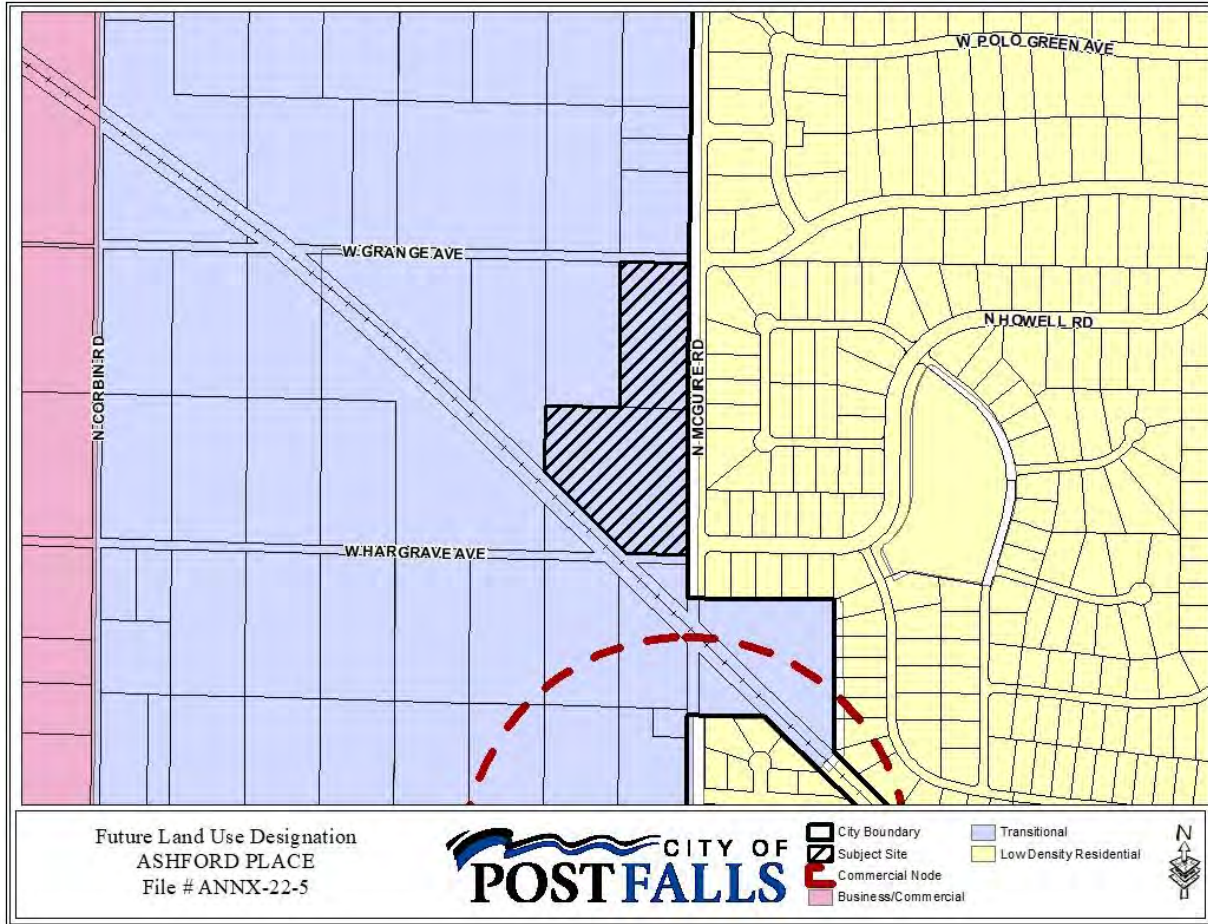
The City's Water Reclamation System has the capacity to provide service and the City is willing to serve the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Water Reclamation Master Plan – Collections. Current capacity of the City's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

Compatibility with Existing Development and Future Uses:

Staff Comment: Residential uses are compatible with other residential uses. Proposal is next single-family homes within Kootenai County located west of McGuire Road. Future Land Use Designation east of McGuire Road is designated as low-density residential.

Future Land Use Designation:

Staff Comment: Future Land Use Designation as mentioned above is Transitional (See image below).



Community Plans:

Staff Comment: None

Geographic/Natural Features:

Staff Comment: The site is above the Rathdrum Prairie Aquifer and relatively flat with no identified geographic or other natural features that would affect health, safety and/or welfare.

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

Staff Comment: Not Applicable as this request is for R-1 zoning and not commercial or high-density residential zoning.

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: The proposed zoning request is outside an intense urban activity node or corridor and is adjacent to existing single-family homes.

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 as this request is for R-1 zoning and not commercial or high-density residential zoning.

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 would be provided by the East Greenacres Irrigation District (See Exhibit A-4).

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. Existing homes, if remaining, will be required to connect to City Sewer and pay appropriate fees with construction of the Subdivision. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.

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 will comply with City Standards.

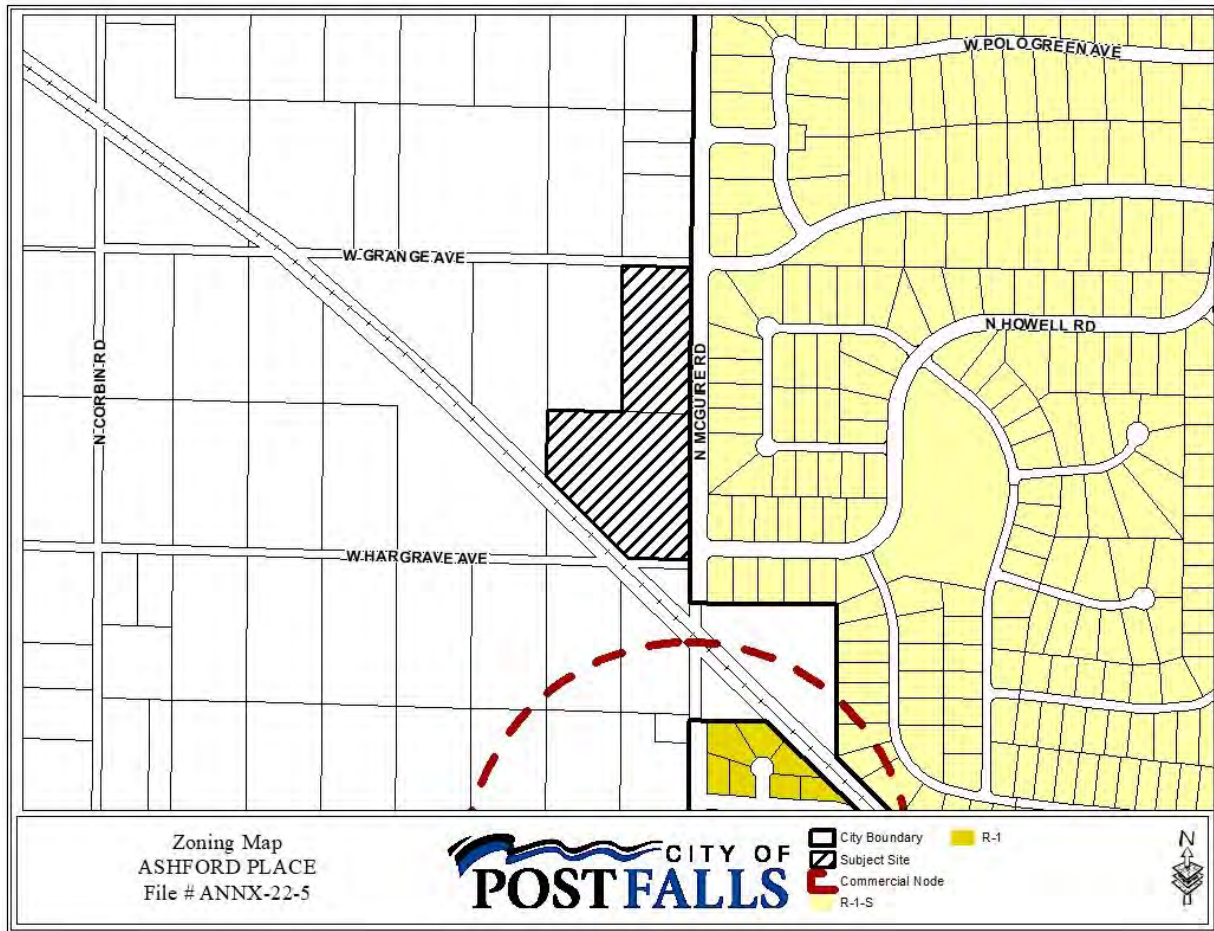
4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

Staff's Response: There are no soil or topographical conditions which have been identified as presenting hazards. This location is within the Rathdrum Prairie Aquifer area.

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, multi-modal pathways, and streets. The City will assume typical costs for the regular maintenance and operation of the public roadway, sanitary sewer and water facilities constructed with the project.

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
- **Kootenai County Fire & Rescue (Exhibit PA-2)** – Gives comments throughout the processes.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – Provided general comments for the construction process.

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. Dedications of Rights of Way and easements
 - a. McGuire Road (Minor Arterial) dedication to a 110-foot full road right-of-way, being measured from the existing easterly right-of-way line for McGuire Road. Including an accompanying 15-foot sidewalk, drainage, and utility easement.
 - b. Grange Avenue (Local Roadway) dedication to a 70-foot full road right-of-way, with the 35-foot half road being measured from the existing center of rights-of-way. With an accompanying 10-foot sidewalk, drainage and utility easement.
3. Annexation boundary – Include into the limits of the annexation boundary the following rights-of-way
 - a. Grange Avenue – The full existing rights-of-way from the subject property’s western boundary to the existing City boundary at McGuire Road.
 - b. W. Hargrave Ave. – The undeveloped portion lying adjacent to the subject property’s southern boundary.
 - c. B.N.S.F. Railways – The full existing rights-of-way from the north right-of-way line of W. Hargrave Ave. to the extension of the projection of the western boundary line of the subject property.

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 Ashford Place 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.
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.
 - Grange Avenue shall be constructed as a 38-foot width roadway (face of curb to face of curb)
 - McGuire Roadway shall be constructed as a 5-lane minor arterial, 65-feet (face of curb to face of curb)
8. Direct access from residential lots to McGuire Road shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along McGuire Road, including all landscaping, irrigation and removal of snow from sidewalks and trails.
10. The Homeowners Association (HOA) shall maintain the right-of-way frontage of the undeveloped Hargrave Ave.
11. Any existing homes that are not identified for removal, shall include the removal of existing septic systems and connection to the City's Water Reclamation System.
12. A fence shall be constructed along the subdivision's frontages with the BNSF RXR right-of-way and with the McGuire Road right-of-way. Fencing shall be installed prior to final plat.

13. East / West pedestrian crossings that comply with ADA requirements shall be provided at the subdivision's connections on McGuire Rd. with Howell Rd. and Grange Ave.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1a	Annexation Application
Exhibit A-1b	Subdivision Application
Exhibit A-2a	Annexation Narrative
Exhibit A-2b	Subdivision Narrative
Exhibit A-3	Preliminary Plan
Exhibit A-4	Will Serve
Exhibit A-6	Auth Letter

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map

Testimony:

Exhibit PA-1	PFPD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	DEQ Comments
Exhibit PC-1	Schreiber Comments

Annexation · 1 – ASHFORD PLACE



Expiration Date

Active



ANNX-22-5



Details

Submitted on Feb 28, 2022 at 1:54 pm



Attachments

8 files



Activity Feed

Latest activity on Apr 8, 2022



Applicant

Gordon Dobler



Location

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Timeline

Add New

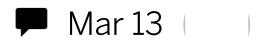
Collect Fees

Paid Mar 8, 2022 at 8:28 am



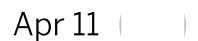
Completeness Review

Completed Apr 5, 2022 at 10:02 am



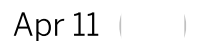
Polygon Created

Completed Apr 5, 2022 at 10:43 am



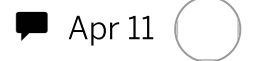
Maps Created

Completed Apr 8, 2022 at 9:07 am



GIS Review

On Hold



Draft Development Annexation Agreement

Review



Staff Report



Exhibit A-1a

Review



Engineering Additions

Review



Parks Additions

Review



Wastewater Additions

Review



Planning Review (Staff Report)

Review



Legal Review of Annexation Agreement

Review



Planning Review of Agreement

Review



Applicant Review of Annexation Agreement

Review



Schedule P&Z

Review



Notices for P&Z

Review



Site Posting

Review



Zoning Recommendation

Review



Schedule Council

Review



Notices for Council

Review



Site Posting

Review



Reasoned Decision

Review



Consent Agenda

Review



ROW, Easement, Legal & Exhibits



Review



Ordinance Legal & Exhibits

Review



Review of Legals & Exhibits

Review



Applicant Signatures

Review



Consent Agenda

Review



Recorded Copies to Applicant

Review



🔒 Mailing Fees

Number of Mailings

28

Designated Project Name

Ashford Place

Application Information

Did an Annexation Pre-app take place? *

Yes

Applicant Type *

Engineer

Description of Project/Reason for Request *

Annex approximately 12.343 acres with an R1 zoning dedication

Existing Zoning *

Ag

Adjacent Zoning *

R-1

Current Land Use *

Residential

Adjacent Land Use *

Residential

Owner Information

Name *

Kulka Land LLC

Company

Phone *

702-210-2168

Email *

rstoker@geotekusa.com

Address *

8720 Kulka Rd

City, State, Zip Code

Las Vegas, NV, 89161

Application 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. *



I (We) the undersigned do hereby make application for the land use action contemplated herein on the property described in this application and do certify that the information contained in the application and any attachments or exhibits herewith are accurate to the best of my (our) knowledge. I (We) further acknowledge that any misrepresentation of the information contained in this application may be grounds for rejection of the application or revocation of a decision rendered. I (We) understand that the Administrator may decline this application if required information is deficient and/or the application fee has not been submitted. I (We) acknowledge that City staff may, in the performance of their functions, take photographs and/or videos of the property under consideration as deemed necessary, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application. I (We) hereby certify that I am (we are) the owner or contract buyer of the property upon which the land use action is to be located, or that I (we) have been vested with the authority to act as agent for the owner or contact buyer. *

✔ Gordon Dobler
Feb 28, 2022

Subdivision Application · 1 – ASHFORD PLACE

 **Expiration Date**
Active


SUBD-22-7



Details

Submitted on Feb 28, 2022 at 1:52 pm



Attachments

7 files



Activity Feed

Latest activity on Apr 15, 2022



Applicant

Gordon Dobler



Location

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Timeline

Add New ▾

Custom Payment

Paid Mar 8, 2022 at 8:28 am

Feb 28

Completeness Review

Completed Apr 5, 2022 at 10:04 am



Schedule for Public Hearing

Completed Apr 5, 2022 at 11:33 am



Polygons Created

Completed Apr 5, 2022 at 1:39 pm

Apr 11

Maps created

Completed Apr 8, 2022 at 9:07 am

Apr 11

Staff Report

Completed Apr 15, 2022 at 8:43 am



GIS Review

Apr 11

On Hold



Engineering Review

Review



Parks Review

Review



Waste Water Review

Review



Notice

Review



Site Posting

Review



Reasoned Decision

Review



Planning and Zoning Consent Calendar

Review



MDA

Review



Engineering Review

Review



Planning Review

Review



Signature/Applicant Review

Review



City Council Consent Calendar

Review



Recorded Copy to Applicant

Review



🔒 Mailing Fees

🔒 Number of Notices * ?

27

Application Information

Did a Subdivision Pre-app take place? *

Yes

Applicant Type *

Engineer

Proposed Subdivision Name *

Ashford Estates

Number of Lots *

33

Size of Site

12.343

Average Size of Lots

10,880

Existing Zoning

Ag

Adjacent Zoning

Ag/R1

Current Land Use

Residential

Adjacent Land Use

Residential

Density

2.67

Description of Project *

To subdivide approximately 12.343 acres into 33 residential lots.

Site Information

Comprehensive Plan Designation
Transitional

Location of Proposed Access to Site
McGuire Rd

Street(s) Serving the Project (provide ROW and pavement width)
McGuire Rd 42' Pavement, 80' ROW

Size & Point of Water Connection
Water size 8" McGuire

Size & Point of Sewer Connection
Sewer 8" McGuire

Name & Location of Nearest School
West Ridge Elementary 1758 Clark Fork

Location of, and Distance to, Nearest Fire Station or Sub-Station
404 Idaho St. 3.5 miles

Physical Description of Site (topography, cover, features)
Farm Field with few trees

Any Physical Limitations? (Rock outcrops, Slope, etc.)
No

Owner Information

Name *

Kulka Land, LLC

Company

Phone *

702-210-2168

Email *

rstoker@geotekusa.com

Address *

8720 Kulka Rd

City, State, Zip Code

Las Vegas, NV 89161

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. *

 Gordon Dobler
Feb 28, 2022



ANNEXATION NARRATIVE

FOR

Parcel # 0-3000-29-095-AA, and
0-3000-29-065-ZZ

PROJECT DESCRIPTION

Dobler Engineering is requesting the annexation of the subject parcel into the City of Post Falls. The parcels comprise an area of approximately 12.34 acres, located on the west side of McGuire Rd abutting the south side of Grange Ave. The parcels are currently zoned Agriculture in the County and there are 3 existing single-family residences on the property. The parcels are located within the Area of City Impact. The site is generally level, and it is bordered by farmland, railroad right of way, and similar 5-acre parcels with residences. We are requesting an R-1 zoning with a density cap of 2.70 du/ac.

COMPREHENSIVE PLAN

This request provides for the orderly and efficient expansion of the City of Post Falls that will be a benefit to the community. The property abuts the City Limits on the east side. Annexation into the City would be more efficient in terms of providing public services such as police, fire, sewer, etc. and would facilitate the orderly expansion of transportation facilities and growth management. Annexation is consistent with other relevant goals of the Comprehensive Plan as summarized below.

1. FOCUS AREA:

The property lies within the area identified as “West Prairie”. The Plan lists the following as possible action items for this focus area.

- *Industrial and commercial uses are envisioned west of Pleasant View Road.*
- *A mix of residential, commercial, and industrial uses are envisioned between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials. This area may benefit from a subarea plan that examines lot and block development patterns to aid transition of five-acre lots.*
- *Seek opportunities to develop off corridor commercial.*
- *Prairie Avenue’s arterial classification suggests it be considered for commercial users.*
- *Other West Prairie area may warrant commercial use consideration if adjacent to arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.*

2. LAND USE:

The Plan identifies the future land use in this area as “Transitional”. The plan states the following.

Purpose: This designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focus Area.



ANNEXATION NARRATIVE

FOR

Parcel # 0-3000-29-095-AA, and
0-3000-29-065-ZZ

The R-1 district is a low density residential zone that is anticipated in the “Transitional” area and is compatible with the surrounding zoning and land use.

Goals

G-02: Maintain and improve the provision of high quality, affordable and efficient community services in Post Falls.

Annexation and development of the property will result in the widening and improvement of Prairie Ave along the property frontage. This provides a greater benefit to the neighborhood and surrounding community.

G-05: Keep Post Falls ‘neighborhoods safe, vital, and attractive.

Development of this property under Post Falls policies for street widths, landscaping, illumination, etc. will result in an attractive and safe neighborhood. The property access Prairie Ave directly and therefore is easily accessible for law enforcement and emergency services.

3. HOUSING

Goals

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.

With the steadily increasing demand for single family housing, this project will provide additional homes to help meet that need.

4. TRANSPORTATION

Goals

G-06: Maintain and improve Post Falls’ transportation network, on pace and in concert with need and plan objectives.

Properties developed along existing inadequate roadways bear the cost of bringing the abutting transportation corridor up to standard. In this case, widening of Prairie Ave to its ultimate width, installation of curbing, pedestrian paths, lighting, and landscaping.

Annexation and subsequent development would allow for the development of the transportation facilities in conformance with the City’s Comprehensive Plan and the adopted Transportation master plan.



ANNEXATION NARRATIVE

FOR

**Parcel # 0-3000-29-095-AA, and
0-3000-29-065-ZZ**

5. PUBLIC SERVICES, FACILITIES & UTILITIES.

Goals

G-02: Maintain and improve the provision of high quality, affordable and efficient community services in Post Falls.

Public infrastructure such as water, sewer, roadways, and private utilities currently abut the property. Extension of these facilities onto the site will be done at the developers' expense, to the Agencies standards and specifications. Maintenance costs of the various facilities is recouped from the additional taxes and fees imposed on the new development.

Public services such as Fire, Police, Parks, and Schools are all in place to serve development on the property. Because the property is located within the Area of City Impact the incremental increase in demand for these services is anticipated in the Comprehensive Plan, and the various master plan documents for parks, schools, etc.

6. PARKS, RECREATION AND OPEN SPACE

Goals:

G-02: Maintain and improve the provision of high quality, affordable and efficient community services in Post Falls.

The Comp Plan and related city policies require new construction to pay their pro-rata share through the implementation of impact fees. A new single family residence pays \$1,625.77 towards the acquisition of land for parks and construction of new facilities.

7. NATURAL RESOURCES AND HAZARDS

Goals:

G-08: Protect and maintain Post Falls 'natural resources including clean air, soils, river and aquifer, and minimizing light and noise pollution.

The property will be served by public water and sewer. In addition, best management practices will be used to detain and treat storm runoff. Using public sewer eliminates additional septic discharge over the aquifer.. Treating and re-injecting stormwater removes contaminants from the runoff. Both of these actions will help to preserve and protect the regions water supply.



ANNEXATION NARRATIVE

FOR

**Parcel # 0-3000-29-095-AA, and
0-3000-29-065-ZZ**

8. ECONOMIC DEVELOPMENT

Goals:

G-01: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

Development of the property within the City will allow for higher density land uses, thereby increasing the consumer base and supporting the business community and promoting economic development. Furthermore, annexing the property would increase the City's tax base.

9. COMMUNITY DESIGN AND CHARACTER

G-03: Maintain and improve Post Falls' small town scale, charm, and aesthetic beauty.

Annexation of the property will ensure that the neighborhood is developed consistent with the policies of Post Falls. This includes construction of sidewalks and paths for pedestrian connectivity, street trees for aesthetic beauty and appropriate land use density that accommodates urban growth while creating a neighborhood environment.

CONCLUSION

Base on the evaluation outlined above, annexation of this property would provide for orderly and efficient expansion of the City. For this reason, and those outlined above, annexation would be a benefit to the community.



DOBLER ENGINEERING

ASHFORD PLACE
Parcel #'s 0-3000-29-065-ZZ, 095-AA, 067-AA

SUBDIVISION NARRATIVE

Introduction

On behalf of the property owner, Dobler Engineering is requesting approval of a major subdivision located at the southwest corner of McGuire Rd and Grange Ave. The property is currently being annexed into the City of Post Falls with a proposed zoning of R1. It is approximately 12.34 acres and currently contains one single family residence. We are proposing a 33-lot subdivision conforming to the R1 site performance criteria but with larger lots varying in size from about 10,000 sf to over 19,954 sf, with the median lot size about 10,880 sf.

Evaluation

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

The proposed subdivision will be served by East Greenacres Irrigation District. There is an exiting 8” main in McGuire Rd and a 6” main in Grange Ave. We will construct an 8” main which will extend through the property for future extension

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

Sewer service will be provided by the City. The sewer system will be extended through an easement from McGuire Rd. Initial conversations with the staff indicate that they have capacity and are willing to serve the Property. The sewer system would be extended through the property to serve the property to the west

Proposed streets are consistent with the transportation element of the Comprehensive Plan.

The proposed internal streets will be extended through the subdivision in order to provide connectivity and a second access to the project. In addition, a stub street will be extended to the property in the middle of the project, for future development.

The internal streets will be constructed to City standards for local residential streets with parking both sides (32’ width / 65’ RW). McGuire Rd will be widened to

PO BOX 3181 ♦ HAYDEN, ID 83835 ♦ 208 755-9732



DOBLER ENGINEERING

48'/110' RW with a 10' multi use path and 15' sidewalk, utility, drainage easement. Grange will be widened to 38'/70' RW with swale, 5' sidewalk and 10' sidewalk, utility, drainage easement.

In addition, a pedestrian access easement will be granted over the sewer easement, to facilitate pedestrian connectivity to and from the project.

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.

There are no known soil, topographical, or other hazards present on the site.

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

The proposed land use and density exceed the requirements of the R1 zone in regard to lot size, minimum frontage, and overall density.

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.

The full cost of the proposed improvements will be borne by the development.

Summary

The proposed project meets the density requirements of the underlying zoning and can be adequately served by the available infrastructure. The proposed development is consistent with the Comprehensive Plan and the surrounding land uses. Approval of the requested modification will allow the creation of a neighborhood compatible with the surrounding developments.

PRELIMINARY PLAT FOR: ASHFORD ESTATES CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

SCALE 1"=60'

Street Names are needed in order for me to review for addressing

Street Names are needed in order for me to review for addressing

LEGEND	
	6" CSBC
	2" HMA ON 6" CSBC
	6" CEMENT CONCRETE ON 4" CSBC
	2 1/2" HMA ON 4" CSBC ON 8" CSBC WITHIN RIGHT-OF-WAY
	BREAK/RIDGE LINE
	VALLEY LINE
	FLOW LINE

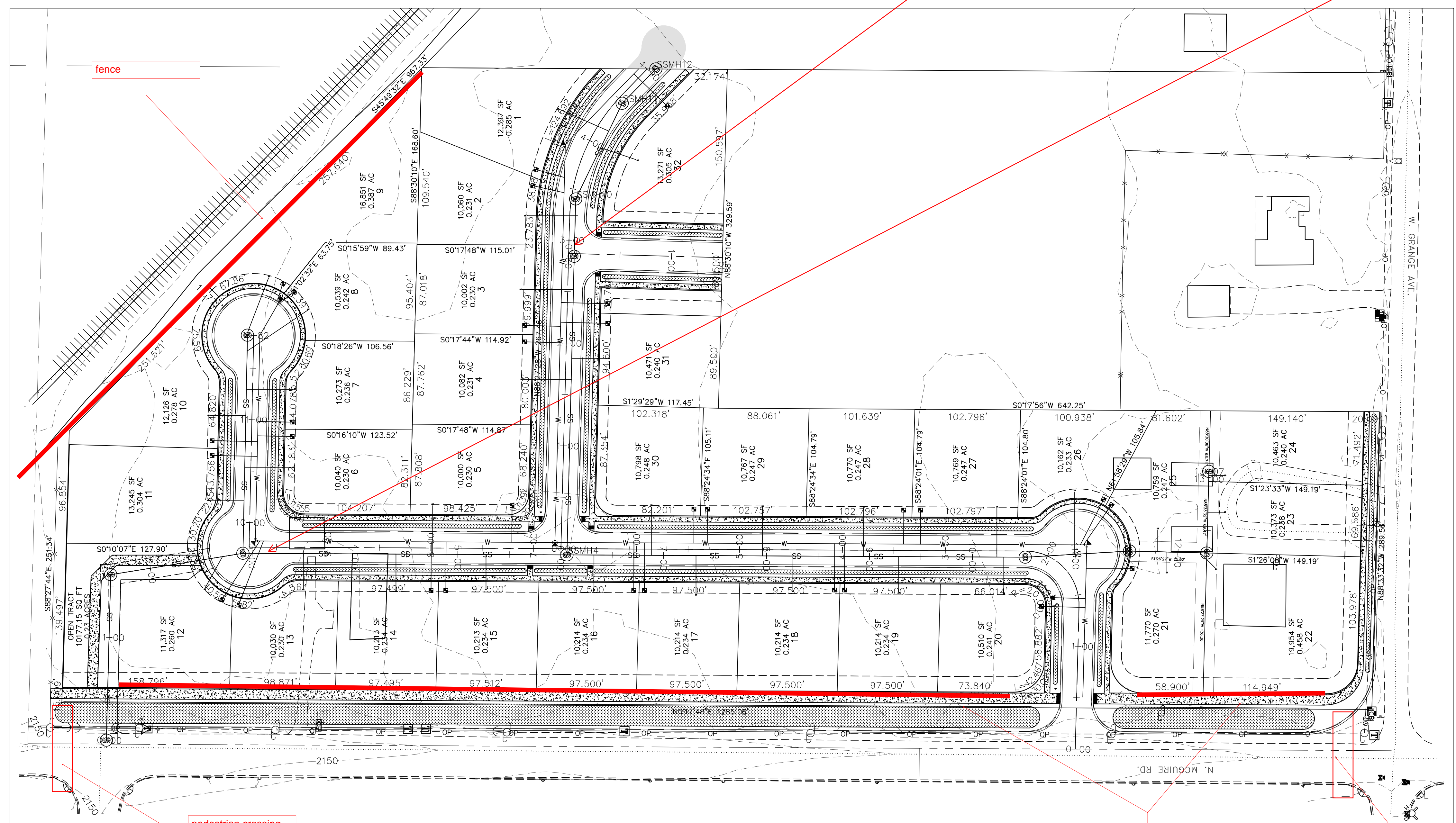
PROJECT OWNER
KULKA LAND, LLC
8720 KULKA RD
LAS VEGAS, NV 89161

PROJECT ENGINEER
DOBLER ENGINEERING
P.O. BOX 31814
HAYDEN, ID 83835

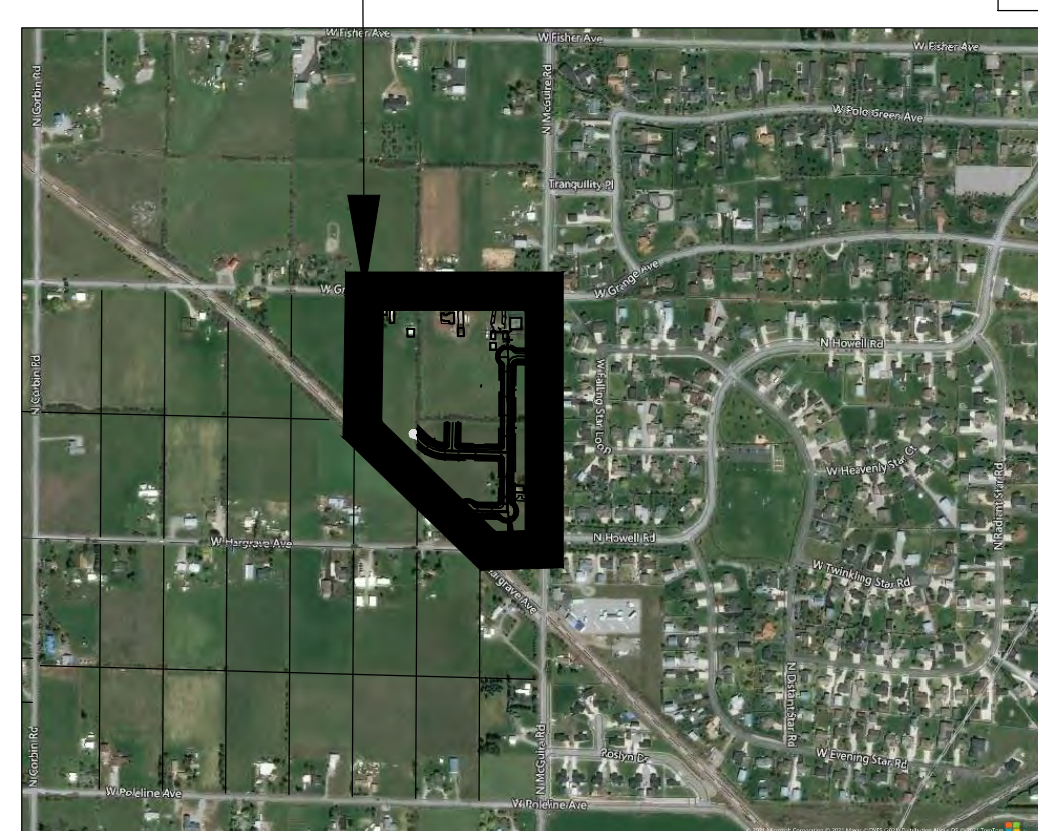
SEWER SURVEYOR
CITY OF POST FALLS
408 N SPOKANE ST
POST FALLS, ID 83854

WATER SURVEYOR
EAST GREEN ACRES IRRIGATION DISTRICT
2722 N MCGUIRE RD
POST FALLS, ID 83835

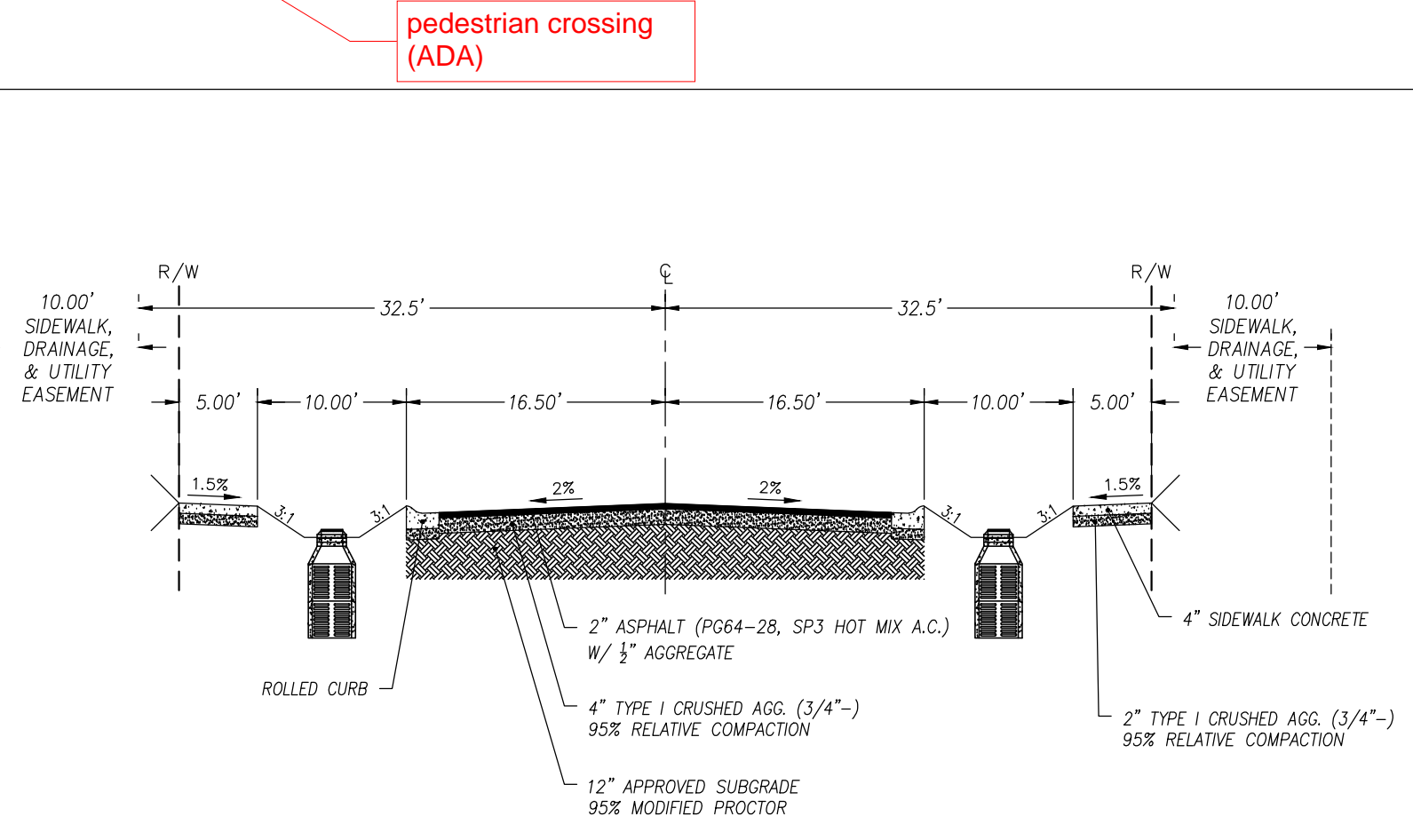
SITE DATA
R-1 ZONING
12,343sq TOTAL SITE AREA
33 # OF RESIDENTIAL UNITS
2.67 DU/AC
10,880sf AVERAGE LOT SIZE
10,000sf MINIMUM LOT SIZE
19,954sf MAXIMUM LOT SIZE



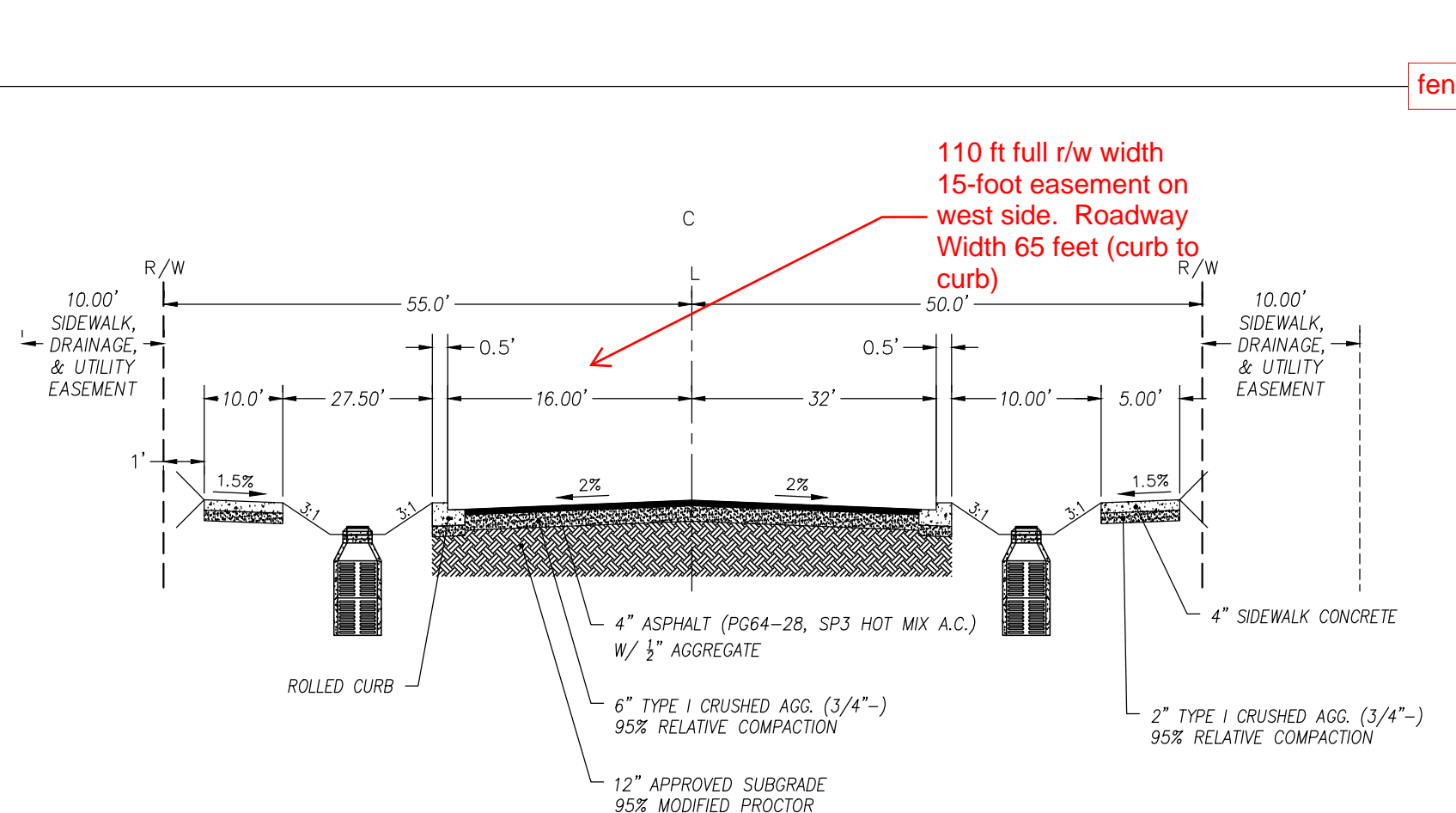
PROJECT AREA



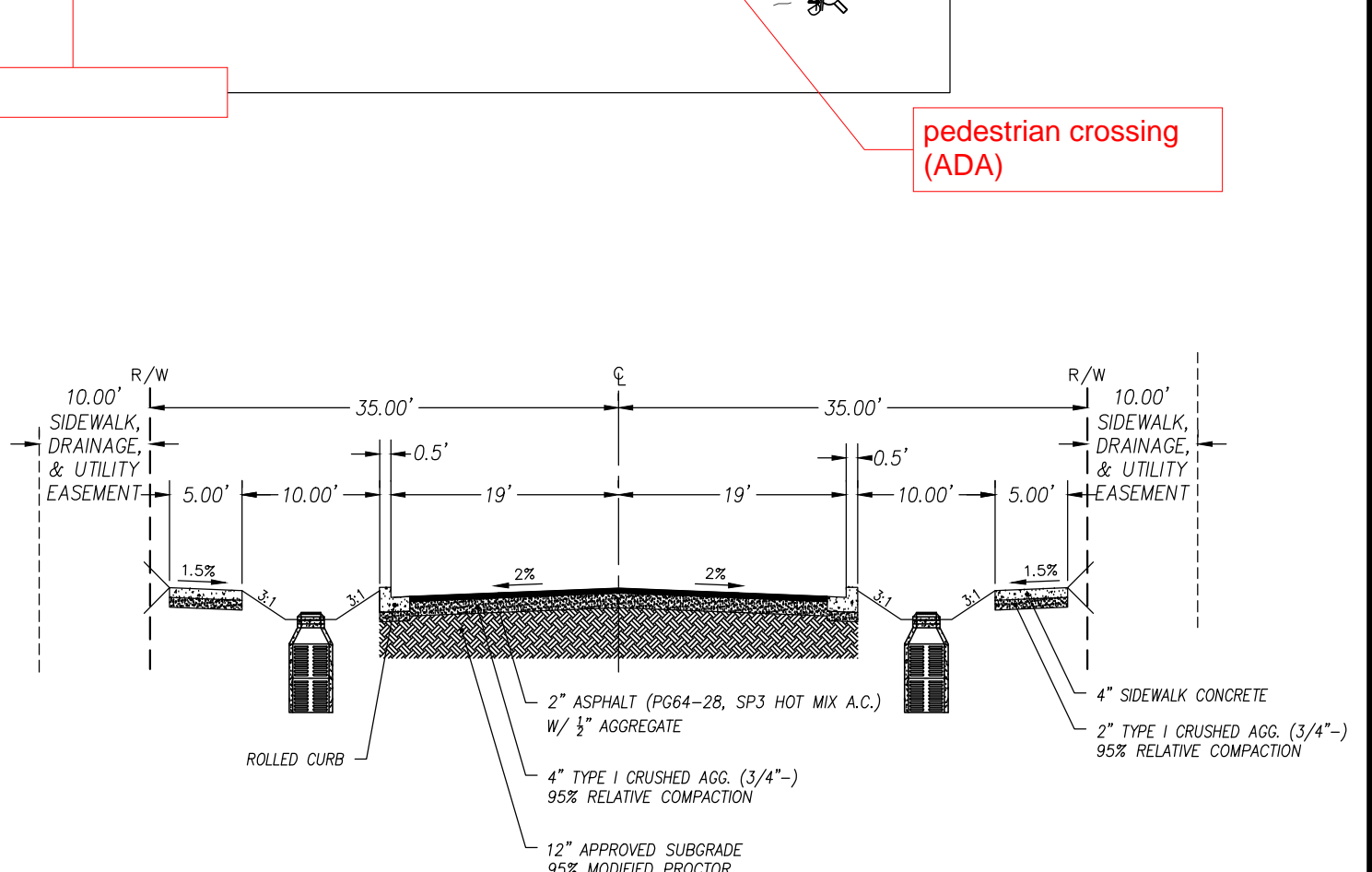
VICINITY MAP
SCALE: 1" = 1000'



TYPICAL STREET SECTION INTERIOR ST
NOT TO SCALE

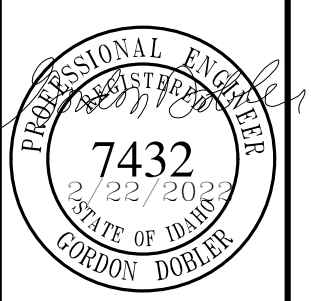
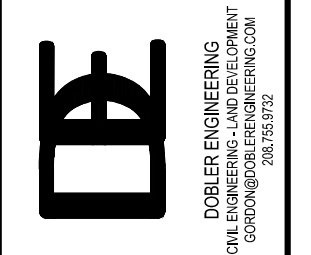


McGUIRE RD TYPICAL CROSS SECTION
NOT TO SCALE



TYPICAL STREET SECTION GRANGE AVE LANE
NOT TO SCALE

REVISION BLOCK	
NO.	DESCRIPTION



ASHFORD ESTATES—PRELIMINARY PLATS
A PROJECT LOCATED IN THE CITY OF POST FALLS, IDAHO.

DESIGNED BY: GD
DRAFTED BY: MD
CHECKED BY: GD
DATE: 2/22/2022
JOB No.: 20-033

C1



EAST GREENACRES IRRIGATION DISTRICT

2722 North McGuire Road Post Falls, Idaho 83854 • (208) 773-7579

April 7, 2021

Kulka
Attn: Ryne Stoker
8720 Kulka Road
Las Vegas, NV 89161
rstoker@geotekusa.com

Ashford Place
RE: ~~McGuire Grange~~ Subdivision, Conceptual Approval

Dear Ryne:

The Subject received conceptual approval by the Board of Directors during our regular scheduled meeting held April 6, 2021. The project is located in Section 29, Township 51 N., Range 05 W., B.M. of Kootenai County, Idaho. The project is located within the boundary of EGID, and eligible to receive both Domestic and Irrigation water.

We have the capacity, willingness, and intent to serve the Subject 56 lot residential subdivision conditional upon final review, and acceptance of the project drawings.

The Subject does not require any modification to Reclamation's original Rathdrum Prairie Unit Water Project.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Wilson', is written over a horizontal line.

Ron Wilson
District Manager
ron@eastgreenacres.org

RW/ljs

cc: Rob Palus – rpalus@postfallsidaho.org
Gordon Dobler – gordon@doblerengineering.com



DOBLER ENGINEERING

February 15, 2021

Re: Letter of Authorization

To Whom It May Concern,

I hereby authorize Dobler Engineering to act on behalf of Kulka Land LLC in matters regarding the administration and processing of annexation, subdivision, and related actions for the property identified as Parcels # 0-3000-29-095-AA, 0-3000-29-065-ZZ, and 0-3000-29-067-AA in Kootenai County, Idaho.



Ryne Stoker, Member

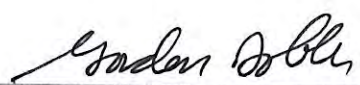
2/15/21

Date

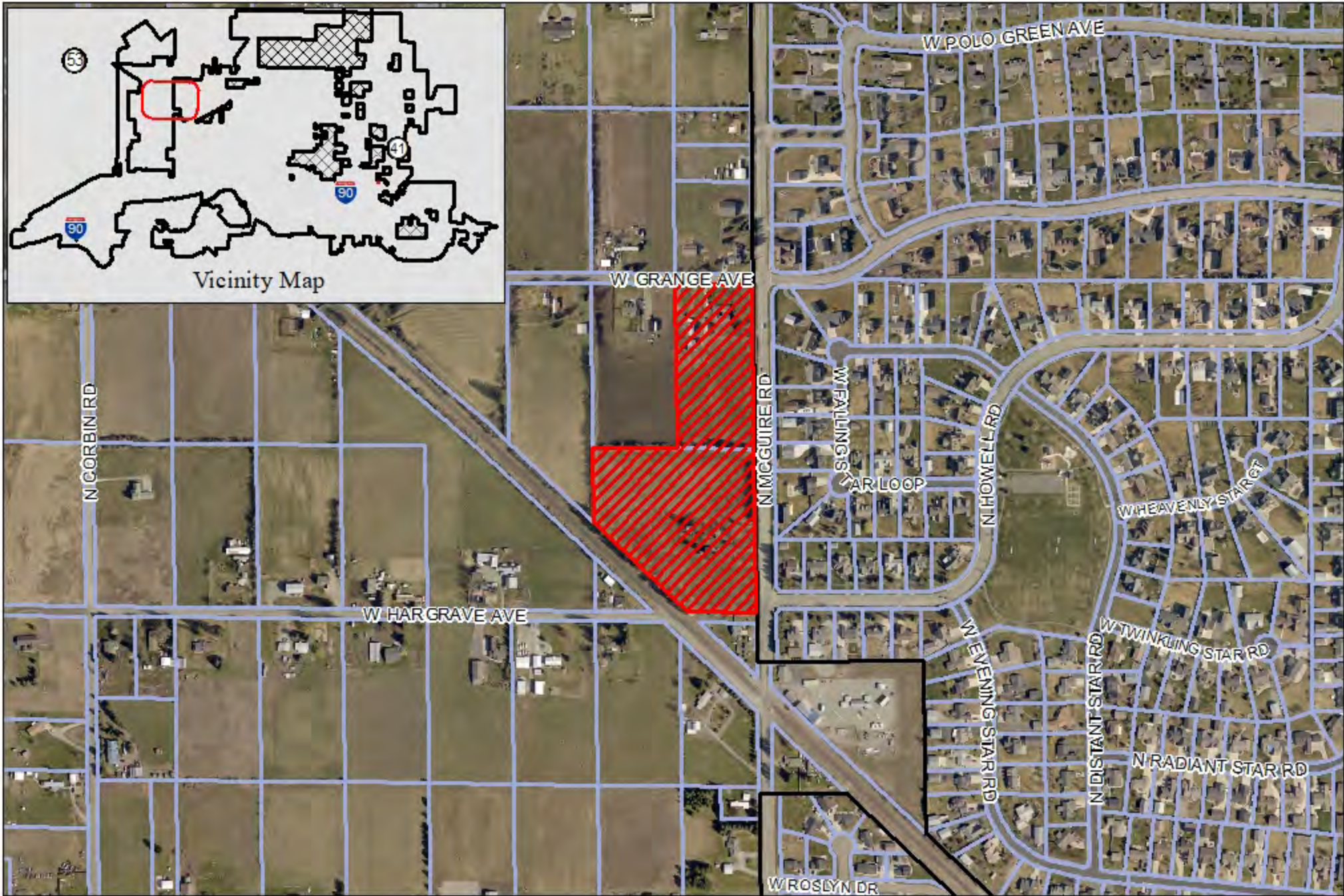
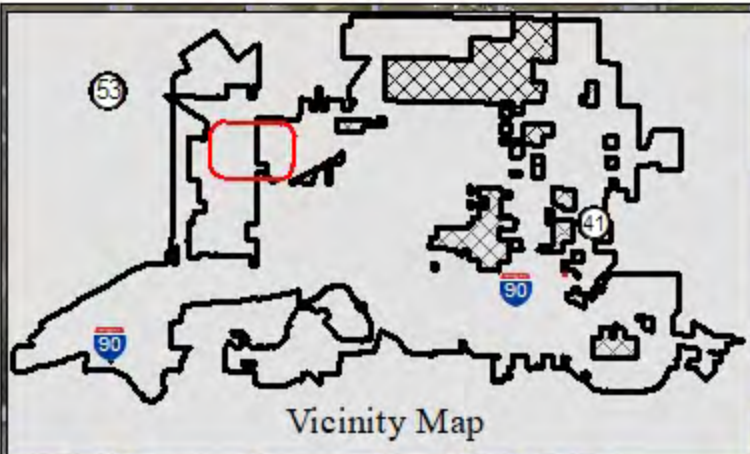
STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

This record was acknowledged before me on 2-15, 2021, by
Ryne Stoker








Notary Public for the State of Idaho
Residing at: Kootenai County
My Commission Expires: 1-12-2024

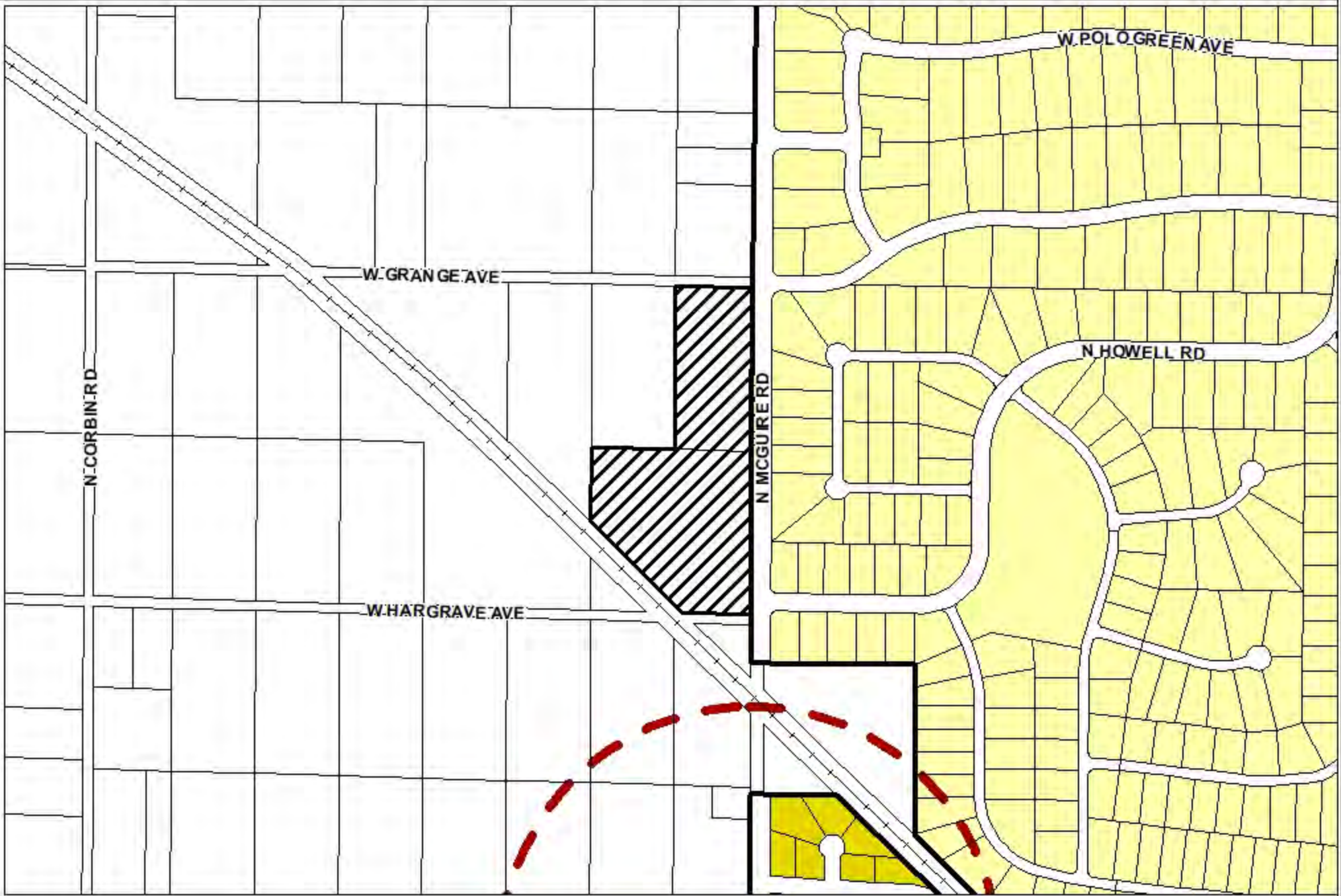


Project Location
 ASHFORD PLACE
 File # ANNX-22-5



-  Subject Site
-  City Boundary
-  Tax Parcels



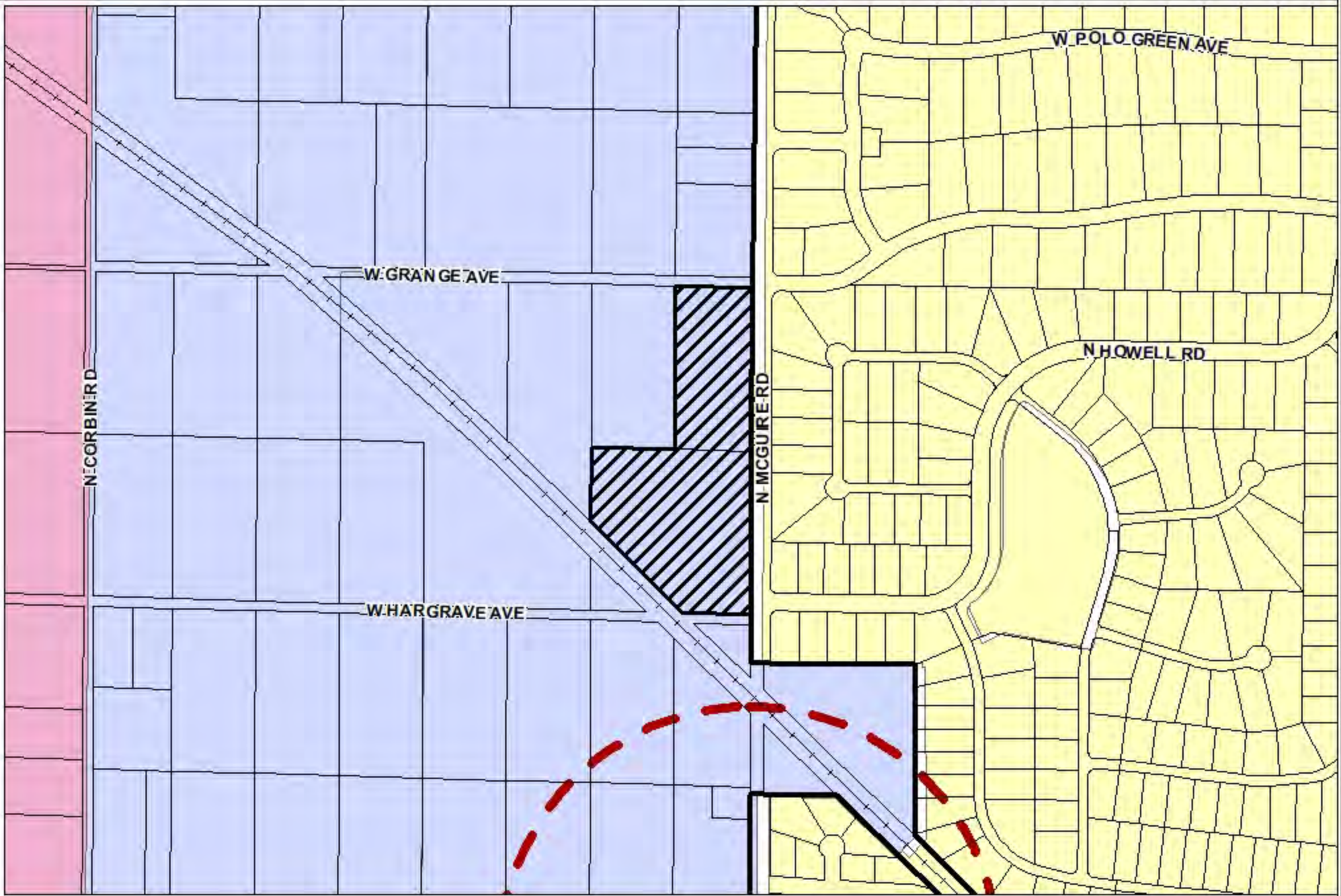


Zoning Map
 ASHFORD PLACE
 File # ANNX-22-5





- City Boundary
- Subject Site
- Commercial Node
- R-1
- R-1-S





Future Land Use Designation
 ASHFORD PLACE
 File # ANNX-22-5



-  City Boundary
-  Subject Site
-  Commercial Node
-  Business/Commercial
-  Transitional
-  Low Density Residential





1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

May 6th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Ashford Place Annexation & Subdivision File No. ANN-22-5/SUBD-22-7

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 10, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

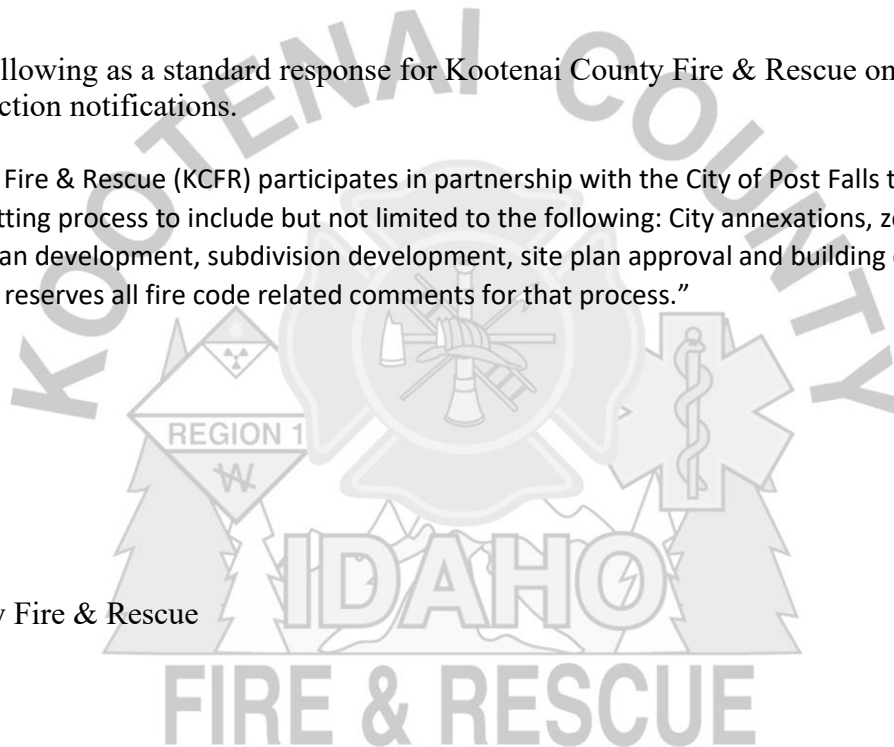
Amber,

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





DEQ Response to Request for Environmental Comment

Date: May 10, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: May 6, 2022
Applicant/Description: ANNX-22-7/SUBD-22-7

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



05/17/2022

PUBLIC COMMENT

Ashford Place Annexation & Subdivision

File No. ANNX-22-5/SUBD-22-7

Exhibit: 4C

Applicant: Dobler Engineering

Location: Southwest corner of Grange and McGuire

Request: To annex and subdivide approximately 12.26 acres with Single-Family Residential into 33 lots R1 lots.

Hearing Date: May 25, 2022

Questions list:

Name: Chris Schreiber

Address: 6571 W Big Sky Drive, Post Falls, ID 83854

Email: chris@firestarranch.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:

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

Comments:

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?: 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: Area is served by community system.

2. Have adequate provisions been made for a public sewage system and can the existing municipal system accommodate the proposed sewer flows?: Yes

Comments: City sewer

3. Are the proposed streets consistent with the transportation element of the comprehensive plan?: Yes

Comments: Although not a fan of cul-de-sac streets, it makes sense in this situation.

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?: Yes

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: Does Post Falls have development impact fees currently in place? Does not appear to be discussed in staff report?

DEVELOPMENT AND ANNEXATION AGREEMENT
Ashford Place Annexation
(File No. ANNX-22-5)

THIS AGREEMENT is made this 27 day of July, 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 **Kulka Land, LLC**, a 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, Kulka Land, 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 Post Falls Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a subdivision of the Property, which is commonly known as Ashford Place. A copy of the approved Reasoned Decision for the Ashford Place subdivision is attached hereto as Exhibit "B"; 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 an R-1 zone 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 at the southwest corner of McGuire Road and Grange 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.
- 2.5. Compliance with Conditions of Approval: The conditions of approval for the subdivision of the Property attached as Exhibit “B” are expressly incorporated into this Agreement as

binding provisions. As such, Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

- 2.6. Density Limitation: Owner agrees that the density of any development of the Property will not exceed 2.70 units per gross acre.

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.

- 3.3. 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 to provide on-site sewer lines sized to accommodate the projected flows from the Property, as determined by the City, 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 McGuire Road 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 McGuire Road for a total right of way width of 110 feet measured from the existing eastern right-of-way line for McGuire Road.
 - 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Grange 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 Grange Avenue for a half road right of way width of 35 feet measured from the existing centerline of Grange Avenue.
- 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. 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.
- 6.13. 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.
- 6.14. 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.

- 6.15. 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.
- 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

KULKA LAND, LLC

By: _____
Ronald G. Jacobson, Mayor

By:  _____
Ryne Stoker, 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: _____

CITY OF POST FALLS ANNEXATION

KULKA LAND LLC

A PARCEL OF LAND BEING TRACTS 65, 95, AND 96 NORTH OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY PER GREENACRES IRRIGATION DISTRICT PLAT NUMBER 7 RECORDED IN BOOK B OF PLATS AT PAGE 63 RECORDS OF KOOTENAI COUNTY, TOGETHER WITH THE RIGHT-OF-WAY OF WEST HARGRAVE AVENUE EAST OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, AND WEST GRANGE AVENUE RIGHT-OF-WAY NORTH OF TRACT 65 OF GREENACRES IRRIGATION DISTRICT PLAT NO. 7. LYING WITHIN THE EAST HALF OF SECTION 29, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 29 BEING A FOUND 5/8" REBAR WITH NO CAP, FROM WHICH THE SOUTHEAST CORNER OF SECTION 29 BEARS SOUTH 0°17'51" WEST A DISTANCE OF 2650.11 FEET; THENCE NORTH 50°34'25" WEST A DISTANCE OF 32.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF WEST GRANGE AVENUE AND THE EXISTING BOUNDARY OF THE CITY OF POST FALLS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

THENCE, LEAVING THE EXISTING BOUNDARY OF THE CITY OF POST FALLS, ALONG SAID NORTH RIGHT-OF-WAY NORTH 88°33'36" WEST A DISTANCE OF 304.37 FEET;

THENCE, SOUTH 0°17'57" WEST A DISTANCE OF 682.21 FEET TO THE SOUTHEAST CORNER OF TRACT 66;

THENCE, ALONG THE SOUTH LINE OF TRACT 66 NORTH 88°30'15" WEST A DISTANCE OF 329.61 FEET TO THE NORTHWEST CORNER OF TRACT 95;

THENCE, ALONG THE WEST LINE OF TRACT 95 SOUTH 0°18'02" WEST A DISTANCE OF 291.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF BURLINGTON NORTHERN RAILROAD;

THENCE, ALONG SAID NORTH RIGHT-OF-WAY SOUTH 45°44'43" EAST A DISTANCE OF 575.76 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF W. HARGRAVE AVE;

THENCE, ALONG SAID SOUTH RIGHT-OF-WAY SOUTH 88°26'54" EAST A DISTANCE OF 219.67 FEET TO A POINT ON THE WEST RIGHT-OF-WAY N. MCGUIRE RD AND THE EXISTING BOUNDARY OF THE CITY OF POST FALLS;

THENCE, ALONG SAID WEST RIGHT-OF-WAY AND THE EXISTING BOUNDARY OF THE CITY OF POST FALLS NORTH 0°17'20" EAST A DISTANCE OF 1365.02 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 12.840 ACRES, MORE OR LESS.



~~Motion to recommend approval to City Council finding the requested zoning meets the approval criteria found in the PFMC 18.16.010 and 18.20.100 as outlined in our deliberations and direct staff to prepare a Zoning Recommendation to include the Multi-Family component to be a 28.5% and limited to the 380 feet on Pointe Parkway as described in the Development Agreement with in the staff report as well as allowing medical uses in areas 1 and 2 as depicted in the map and with the CCM zoning designation. - Kimball
2nd By Schlotthauer
Vote Steffensen – Yes; Carey – Yes; Kimball – Yes; Davis – Yes; Schlotthauer – Yes; Hampe – No
Moved~~

- C. **Zoning Recommendation** for Ashford Place Annexation and **Review Requested** for Ashford Place Subdivision File No(s). ANNEX-22-5/SUBD-22-7 – Ethan Porter, 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 12.34 acres, with a density cap of 2.70 units per acre. Additionally, a subdivision review request of 33 lots. – The requested actions are to provide a recommendation to City Council for the zoning designations of Single-Family Residential (R1) on approximately 12.26 acres. Additionally, to approve to subdivide approximately 12.26 acres into 33 lots, contingent on Planning and Zoning recommendation of the zoning and annexation approval from City Council. The project is located on the southwest corner of W. Grange Ave and N. McGuire Rd, north of W. Hargrave Ave. It is currently large lot residential within the county and there are no physical characteristics or natural features that would present a hazard and it site above the Rathdrum Prairie Aquifer. The water would be provided by East Greenacres Irrigation District and the sewer would be provided by the City of Post Falls. To the west is, north and south of this request is all county and to the east is single-family residential.

Zone Change Criteria

- Future Land Use Map designates this site as Transitional, and the implementing zoning district should be compatible with adjacent zones/uses within the City and consistent with the guiding principles within the associated focus area. The focus area is West Prairie, mixed residential is envisioned between McGuire Rd and Corbin Rd with higher densities near commercial corridors and arterials. This area may benefit from a subarea plan that examines lot and block development patterns to aid transition of five-acre lots.
- Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan. Keep Post Falls' neighborhoods safe, vital, and attractive. Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. Maintain the City of Post Falls' long-term fiscal health. Support land use patterns that: maintain or enhance community levels of service; foster the long-term fiscal health to the community; maintain and enhance resident quality of life; promote compatible, well-designed developments; implement goals and policies of the comprehensive plan, related master plan and/or facility plans through impact fee. Apply or revise zoning designations with careful consideration of factors including future land use mapping; compatibility with surrounding land uses; infrastructure and service plans; goals and policies of the comprehensive

plan, related master plan and/or facility plans. Must follow all annexation procedures established by Idaho State Statutes and City ordinances as well as ensure that adequate land is available for future housing needs.

- McGuire Rd is a minor arterial roadway and can accommodate 6k-15k vehicles per day, which projected volumes for 2035 along this roadway would accommodate. Protection of the Rathdrum Prairie Aquifer through sanitary sewer and the proposed zoning is compatible with the land uses anticipated within the City's Master Plans.
- Not Applicable as commercial or high-density residential is not being requested.
- Annexation proposed is not near higher intensity urban activities, which would be primarily along Highway 41, Mullan Ave, Seltice Way, and some along Spokane St.
- Not applicable as industrial zoning is not being requested.

Upon staff review as mentioned in the staff report this request meets the R1 Single-Family zoning standards and the Official Bulk and Placement table. The requested subdivision has an average lot size of 10,880 square feet, minimum lot size of 10,000 square feet, which code states for an R1 minimum lot size should be 6500 square feet so the request exceeds the minimum, and a maximum lot size of 19,954 square feet.

Subdivision Review Criteria:

- Water will be provided by East Greenacres Irrigation District
- 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. Existing homes, if remaining, will be required to connect to City sewer and pay appropriate fees with construction of the Subdivision. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.
- The subdivision should not have a negative impact on the local transportation system. Direct access from residential lots onto McGuire Rd will be prohibited (condition 8).
- The site is located over the Rathdrum Prairie Aquifer. There are no known soil or topographical conditions which have been identified as presenting hazards.
- Subdivision approval is contingent upon 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, multi-modal pathways, City water and water reclamations facilities.

All other agencies have been notified with Kootenai County Fire and Rescue reserving comments for the permitting process. The Post Falls Police Department remains neutral and the DEQ gave general comments pertaining to the time of construction. Commission motions would be recommended approval, or denial, of the requested zoning and approve as presented, approve with conditions or deny for the Subdivision.

Steffensen – What is the lot size and density for R1S?

Porter – Those are 1-acre minimum lot area and minimum lot width is 135 feet.

Kimball – If I'm not mistaken, aren't the properties to the east half acre lots?

Porter – Potentially, those are under a PUD correct, Manley?

Manley – Yes.

Kimball – Half-acre PUD.

Schlotthauer – Herrington, this is just a comment and maybe you can shed some light on this, this seems like a new format we are doing. If the city annex's we recommend the zoning and if they accept that zoning then we want to try this too, for the subdivision. Just seems like we are getting ahead of ourselves, and spending allot of time on this especially until we see what the City Council is going to do. Is there a reason why we are doing the what-ifs?

Herrington – So, the applicant is bringing forward the application and you can consider the subdivision based on the recommendation you make for the zoning.

Schlotthauer – I get it. I understand we can do it this way; I am asking if it is prudent.

Herrington – It's up to the applicant.

Schlotthauer – So, it's their decision.

Herrington – Correct me if I am wrong Manley, but I believe it's the applicant's decision to bring them both forward at the same time.

Manley – What it does is shed some light on, even though it isn't a guarantee, what the lot sizes are for the requested zoning with the subdivision. If they wanted to increase density that would be a major amendment that would be brought back before you.

Schlotthauer – I appreciate the explanation on that.

Hampe – I think the point is, it isn't even in the city, we are recommending zoning for parcels that aren't even in the city. So, its kind of putting the cart before the horse. It is a lot of what-ifs and I have had my own comments on this before.

Manley – Not everyone goes this route, some people just request the zoning and annex and then they market it and try to sell and then we aren't sure what we will get. Doing it this way saves everyone time and we get to see the plan with the annexation request.

Davis – Doesn't it eliminate a hearing for us?

Carey – Yes, they would have to come to us twice.

Herrington – When they determine whether or not to annex, they also determine the zoning, and it is based on the recommendation from the Planning and Zoning.

Hampe – Right, but what we are doing here tonight, with this case, is absolutely mute unless the City Council performs in a certain way.

Herrington – Right, but the City Council wouldn't annex land without the zoning recommendation.

Schlotthauer – Right, we get the first one, it's the second one that is a maybe.

Davis – I just look at it as they would have to bring it back to use if it does get approved so...

Applicant Gordon Dobler, Dobler Engineering – Last year, we brought the annexation with the R1 without the subdivision and Council had some issue with this. The reason is because an R1 zone can accommodate 6500 square foot lots which we never had intended. We had nothing to offer about what we wanted to do so they denied it. We've done this before with this same owner and he is here for any questions or add what he can. What we ended up doing was putting a density cap in the Annexation Agreement, basically says, we like the annexation and the subdivision, and we want to prohibit this from becoming denser. This is a dilemma because Post Falls doesn't have a medium zone with 10,000 or quarter acre lots its 6500 or 1-acre or you can do and R1S PUD and gain smaller lots and higher density but then you dedicate 10% open space. So, that is why we are here with the subdivision to show the plan for the R1. In the future land use map, you've got Business/Commercial which is on the other side of Corbin and the Transitional is between Corbin and McGuire. What we are requesting is low-density and

there is larger acre lots on the east of McGuire, so this density provides a great transition between a future Business/Commercial area and the larger lots to the east. The current land use around the area is R1 and the R1S with a PUD, I don't know of any 1-acre lot subdivisions that have been approved lately. So, keep that in mind the average lot size is about $\frac{1}{4}$ - $\frac{1}{2}$ acre so our request for 33 lots the density is 2.67 units per acre, and we would anticipate a density cap in the Annexation Agreement. The existing home on the corner of Grange and McGuire we will keep so that will be the largest lot and we have some open space to the south along Hargrave. Which is unused right of way and if Hargrave extends through in the future the tracks would be vacated that are there. We will have an HOA that would take care of this area. A trip generation for the 33 homes would be 312 during the peak hours. We have the Will Serve letter from East Green Acres and city sewer has the capacity to serve this request as well. The property would access McGuire Rd, a minor arterial and additional right-of-way would be dedicated with annexation and the roads would be widened with development. The multi-use path will be brought in along McGuire with the subdivision. Single-family typically generates, The Urban Land Institute, .6 children per resident generally this number would be less if your market is retirees. This is just an idea of how this request will impact the school. There are 5 parks within the three-quarter mile radius we also pay park impact fees. This request meets the Goals and Policies of the Comprehensive Plan. We had a neighborhood meeting in November of 2021 which 15-20 people came, we sent out notices and invited them to the Sawmill Grill in the evening.

Informed them of the model, large shop lots which is what the market wants. We showed them some similar product from Anthem Pacific Homes that were part of Tranquil Meadows another subdivision north of here the same owner. Some concerns they had were about the view shed if 2-story homes were built, it was a good meeting. This is an orderly expansion of the city.

Ryne Stoker – I just want to add one thing so everyone knows, our extension of this subdivision besides the one 6-acre parcel and the Adams parcels the sewer runs out at that north end to where it hits Grange Rd. It doesn't have the depth to sewer anything else it'll take major improvement to have any sewer in that general area. You'd have to talk to the Engineering Department to see if there are plans behind that, I'm not aware of any so this isn't a latchkey lead into just marching across the Prairie on that this is where it would stop until there is the major improvement on the sewer.

Herrington – Before this hearing we received a comment untimely, and staff informed them that it was untimely and invited them to come tonight and they decided even though it was untimely they would email it directly to the Commissioners. So, you received that which created an ex parte contact by emailing you directly. So, I just wanted to go through the reason we have that rule in place is so that we receive written testimony before the hearing so that it can be included in the packet as it relates to the due process. The applicant must know what they're addressing and what they're testifying to and so it has to be provided in advance so everyone can review and possibly rebut that testimony. So, its up to the Commissioners to determine whether or not that testimony is admissible or not we did provide a copy of that comments to the applicant so that they can speak to it.

Davis – Hopefully the individual is here to speak I would think that we have provided the information to the applicant but in the same sense rules still need to be followed. So, I don't see why we wouldn't strike it.

Commission agrees

Testimony

In Favor – Read into record by Davis – Jeremy Voeller, Ryne Stoker Already spoke.

Neutral – Angela Adams, 2534 W Grange Ave – I feel r1s would be a better zoning I think it would maintain the integrity and consistency of the area and I think it would complement well with the Meadows and also the newest subdivision up north. I think it Garnet Ranch or Garnet Estates which is 5-acre tracks and I think that's what a lot of people are looking for, a little elbow room. I would ask you Commissioners that if you do vote yest that you would actually have read the application and that you're a 100% certain that it is for the subject property on McGuire and Grange like was stated. They did have this passed last year it was accepted but when the Kulka Kelley Annexation for these parcels was approved there were several points of reference on several pages that were nowhere near McGuire and Grange. I think it was clear to anyone that read the application that the property being referenced half the time was on Prairie Ave, it was obvious the Engineering Firm simply resubmitted the application for Kulka Land Tranquil Meadows or Quiet Ridge Subdivisions without changing the information and he did reverence the two closer ones. A couple of the mistakes, one was the widening of Prairie if you look at the project map it's not on Prairie another reference was the traffic impact on Chase and Prairie that's a mile or two away. So, I don't think it was right for that blatantly deceitful and inaccurate application to be approved by the City and passed on to you and then approved again. The neighborhood meeting was where they hosted drinks and appetizers in the whiskey lounge and what I found interesting when this was referencing the local neighbors there is a quote, a sentence in here that says we have been told by City Staff that one of the reasons the project was denied was a general misunderstanding of the project so that's referring to me as a local neighbor that gives me the impression that the City Staff they're referring to told Kulka Kelley they did everything they could to push this through but we neighbors are just too ignorant to understand this. I can tell you I understand what this is, if you vote yes, I will again ask that you have read the application and it actually is for this property the documents that are submitted to you, I think are legal government documents. I believe they are done by a professional engineer and should almost be flawless there shouldn't be that many mistakes in an application and have it approved. I would like to say that I hope the approval of the last application with all of those mistakes, I hope it was an isolated incident and isn't common practice.

In Opposition – Read into the record by Davis – Shari Bolander – I live at the corner of N. Howell Rd. and McGuire Rd. in Prairie Meadows. Oppose so much traffic along McGuire Rd. now with lots of noise and pollution from vehicles. Adding this subdivision will only add to this congestion and traffic. **Robert Lakey; Gail Randall** – I have lived on 5 acres in the neighborhood surrounding the proposed subdivision (located on Grange and McGuire) for over 15 years and have watched all the changes and subdivisions being built nearby. I enjoy watching the rabbits, pheasants, quail, hawks, squirrels, and other wildlife that make the fields, trees, and open space their homes. The current zoning of agricultural allows these animals and birds to live, reproduce and survive on the existing 5+ acre properties. My husband and I raise quail and release them to live and thrive in this natural environment. I fear that if the zoning is changed to allow more than 1 home per 5 acres, it will have a negative impact on these wonderful creatures. I know a lot of the existing wildlife has already been displaced from other housing developments in this area, so I ask that we not disturb their habitat any further by allowing more housing development in our area. **Tim Randall** – The neighborhoods and homes on acreage around the proposed subdivision (located on Grange and McGuire) not only provide a

habitat for bunnies, quail, pheasant, hawks, and other wildlife, it provides homes and small farms for families. These small farms produce hay, alfalfa, produce and farm fresh chicken eggs that are sold to residents and local stores. The developers are willing to pay large sums for these 5+ acre properties to put houses on but I bet there are families that would also like to purchase these properties too – but can't compete with the developers. By keeping the agricultural zoning in place, it will make it possible for families to acquire the small farm properties and use them to give back and provide goods to the surrounding communities. **Bernadine Ankney** – Believe it should confine their building only 1 or 2 homes per acre.

Jeff Adams, 2534 W. Grange Ave – I oppose this annexation and development as R1, I think R1S would be a better fit for it if you look at all the surrounding properties you got big tracks of land on the north, south and west and there is the R1S to the east. My understanding from what Dobler stated these are going to be shop lots 10,000 square foot lots is pretty tight to put a nice size house and a nice shop on without creating variances and everything else on everybody else's piece of property. I think bigger lots would be a better option for this particular development.

Steve Clevenger, 2357 W. Grange Ave – I live in the old Grange House if you know that area. Part of the appeal for my wife and I is living on the border of the City and the County, and we appreciate the benefits of the open space across the way so I would urge you to not recommend annexation of that property. If you must annex it, I would strongly recommend that the zoning be R1S, my opinion is that it's much more compatible with the adjacent area.

Jacqueline Melendreras, Fisher Ave – Last year I was here, and I spoke about our apple orchard and our chicken house but today I'm hearing many requests of revising and changing zoning to high-density housing, so it can be accomplished many acres of large parcels are already being changed. So, that's what I heard today do, I'm here to talk about the prevention of pheasant extinction we were asked by the state to raise and release pheasants in our community since 2012 on and off. We've helped release hundreds of pheasants, fenced subdivisions and asphalt is opposite to the natural habitat necessary to survive and thrive. Right now, the hens are sitting on eggs so the next generation can survive. The closest subdivision to me at Chase and Fisher is called Pheasant. The beauty the builder recognized is no longer welcoming with tightly fenced backyards and concrete sidewalks and driveways or neighbor and we help the state to prevent the extinction of the pheasant population. I am here again asking for a tiny patch of the Prairie not to be taken away from them this is their home my land is their land. The beauty of preserving and being part of protecting our wildlife and watching god's creation in their natural setting has no equal. I am in opposition to changing our agricultural zoning and county way of life.

Joe Melendreras, 2604 Fisher Ave – My concern is at what point will we have enough R1 housing to where it doesn't impose on the county. When I purchased my property, it was very clear that the dividing line was between McGuire and the county. Those lines were very clear at the time. My question now is if we keep allowing this at what point does it stop at what point do us that chose to have a little chunk of land around us just to get crowded out or taxed out. That is my concern for you folks, I hope that when you decide on this that you rule against it and please preserve the life that we have chosen live, obviously life in north Idaho is changing drastically very rapidly and again at what point do we say we need to slow down and respect other people. I understand their financial

commitment and they need to get a return on that because anyone that is in business knows that but, is our livelihood less valuable than what they are proposing is.

Rebuttal – Ryne Stoker – Owner/Applicant – It was talked about making these half acres or an acre lots, the difficulty of that is in the engineering and part of the right of way we've already had to give away on this five-acre parcel. To make these half acre lots you'd combine 2 of the lots because they are about 10,000 square feet that will give you about 20,000 square feet these lots are currently 97 feet wide by about 104 feet deep. Part of the problem is out of a normal five-acre parcel it's about 330 feet wide by 660 feet deep, after we give the right-of-way for McGuire we're down to 275 feet so we have enough for a road and two side roads so our options to make these 5 or half acre parcels; imagine erasing every other property line or we could bring the road in all the way over to the Adams property. Take it down south of the Adams property and what you'd end up with is about a 100-foot-wide lot that's about 210 feet deep, so you end up with a lot of really unused land. This is why we ended up with this subdivision layout. I am not opposed to increasing the size of the lots we work the developers that we deal with to come up very specifically on what width works for them given those depths because normally you're dealing with about 125 – 130-foot-deep lots on these. *Continued to give different scenarios on how the lots could potentially be laid out however, the changes wouldn't make for a clean subdivision request. *

Hampe – Do you intend on putting a fence around the perimeter at all?

Stoker – I believe by a requirement we'd end up having to fence along McGuire and I'm not sure about Grange. We would end up having the builders put fences up around the property, that's what we have done with all the others.

Kimball – Condition 12 has it on both McGuire and along the Railroad. Requirement for fencing.

Stoker – I'm an engineer also, and this is the way the sight lays out. We could tweak around and do something to make the lots a little bit wider, we could bring the road all the way in over to the Adams Parcel and then cut it down, but it just didn't seem like the right thing to do. This was the best layout and we've got a transition somewhere between McGuire this is a great start in my opinion. Within about 2,640 feet you're in the Business/Commercial zoning so you must go from about half-acre lots and we think this is a good design to start transitioning.

Comments

Zoning Criteria:

1. Consistent with Future Land Use Map.

Kimball – The Land Use Map has this as Transitional and R1 is an implementing zone. So, it is in accordance with the land use map.

Schlotthauer – In that, R1S, wouldn't really be transitional.

Hampe – R1S wouldn't?

Schlotthauer – R1S would not be transitioning into the Business/Commercial.

Kimball – It is one of those things that when you look at it, we aren't used to seeing that Industrial corridor going up Pleasant View. So, once that is developed as industrial this will be a transition.

2. Consistent with the Goals and Policies Found in the Comprehensive Plan.

Kimball – That staff report covers it pretty well and the applicant talked about it in their narrative. With it being a residential zoning whether R1 or R1S if the residential component out there meets those goals as defined in the Comprehensive Plan.

Hampe – I think R1S would be more compatible. Because everything to the east is.

Carey – For the Future Land Use Designation it wouldn't be compatible as an R1S, it wouldn't be transitional that is what this property is, right?

All Agreed with this comment

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.

Steffensen – The staff report talked about this, at least with the traffic patterns so Grange can handle this and as we're talking it's in a transitional area so is this the proper zone for the future land uses of this area. The aquifer is always something that's geographic in this area.

Schlotthauer - And you've got the railroad tracks right there which are I think an excellent area to start transitioning because they make it less desirable for the larger lots.

Hampe – So, by transitioning we are just completely looking at that as going from low-density to business commercial. So, from the west side of McGuire everything has to start being R1 or multi-family, if it's transitioning there is no other option, correct? Or is it in a space that is not yet determined. I have a hard time believing everything to the west of McGuire has now start becoming higher density so it can but up to business, I am having a hard time swallowing that.

Kimball – One of the parts about this transition that the applicant is making an effort to do is making sure it isn't the minimum lot size, there is no in-between right. The R1S is 1-acre lots and the PUD Ordinance no longer allows them to increase density, it used to but, doesn't anymore. So, that means 1 unit per acre in an R1S one of the benefits of seeing the subdivision is that we can see they are going for 1.5 times the lot size.

Hampe – Agreed, they are not bad lot sizes I am just having a hard time believing that everyone thinks everything west of McGuire must be higher density until it meets Corbin.

Davis – I don't everyone thinks like that though.

Hampe – Okay, so what does transitional mean then?

Manley – The focus area in Appendix A in the Comprehensive Plan, the key purpose of that is to help provide additional guidance. So, that's where in the transitional you can look at the focus area and what it says in there which will help delineate land use applications consideration. You are having the lower density on the east side of the road, and you are having business/commercial and industrial type stuff to the west. It might be worth re-visiting those focus areas as you are reviewing these types of transitional applications.

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 – I think this is pretty straight forward, nothing is high-intense urban activity around this area.

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

Schlotthauer – This is in the reverse; we are trying to keep the larger lots away from the industrial that is along Pleasant View.

Steffensen – Can we talk about the density cap? How does that work?

Manley – That would be applied at the annexation element with the City Council, I believe.

Herrington – Similar to the last one, you can bring it forward as a recommendation for inclusion of the Annexation Agreement.

Schlotthauer – Aren't these two tied together though, they are presented together but are they tied? Are the details of the subdivision, aren't they tied to the annexation?

Manley – Yes

Schlotthauer – So if they are tied

Steffensen – Say we adjust this density cap lower; the subdivision picture will obviously change.

Herrington – Right, they would have to resubmit the subdivision.

Kimball – If we wanted to hold their feet to the fire and make sure they don't do a bait and switch, which they didn't do with their other developments. It doesn't mean they won't sell it to someone who would. We could give a density cap; they have 2.67 we could give them tiny wiggle room and go 2.7 units per acre.

Schlotthauer – I don't know if that is necessary or not being they are being presented together.

Kimball – I think they go hand in hand and gives City Council and the community some reassurance that won't try and go 6500 square feet lots with a future application.

Schlotthauer – I think what they presented is pretty responsible.

Steffensen – I kind of think the lots are a little small, I know how big my lot is and I was looking at this map and I know there is no way I am getting a shop on my lot so. Some of these are bigger but not all of them. You are going from half acre to about a quarter acre and I would like to find something in-between.

Schlotthauer – It might be reasonable to increase the recommendation to give them a better chance of approval for Council, I am not real sure.

Hampe – I would like to see them larger; I am not against R1 I would like to see them larger though.

Kimball – I think that when I go for a walk and end up at Chase Hill and look out over Montrose and the Meadows, I just see an ocean of rooftops. I don't see a lot of difference from that perspective, the 10,000 square foot, 1-acre, half acre, or 7,000 square foot lots its an urban environment. We are city, we are an urban environment we are growing. A 10,000 square foot lot with the width that they are most houses are in that 65-foot range so 100 foot gives plenty of room to get around to the back. And putting a little shop, not a big shop it won't be 6500 square feet, but it will be the putter around shop. We don't have a zoning in-between, and I don't think it is necessarily our job to try and create one on the fly and I think they have presented a subdivision that is bigger than most, bigger lots than most. This will fill a need in our community even though we are talking about the zoning right now and not the subdivision. I think the R1 zoning is appropriate and the R1S zoning, you can no longer change the density with a PUD, and this is 12.34 acres so with an R1S its only 12 houses there is no opportunity

for them to do a PUD for half acre lots and get 24 our code has changed sense Prairie Meadows was done. The whole reason they did that is so people wouldn't do a bait and switch with and R1S and ask for a PUD. They brought forth an R1 zoning request and R1 subdivision, so we know what we are going to get and to ultimately show City Council. Talking about zoning I don't think and R1S is appropriate for this land and in the 90's it worked but those were 20-30 acre parcels it wasn't 5-acre chunks. As the city moves west the R1S is inappropriate, and I think R1 is, and it is just now based on a development pattern that will transition well over to Corbin.

Steffensen – I am not saying I am against it, I think these lots are a little to small and a better transition would be for them to be bigger. I am not saying R1S but a density cap of 2.3 or 2.4 which isn't much it will just give that little extra. Instead of 33 lots it would be 27 or 28.

Schlotthauer – I think what they have is responsible and I don't want to overreach and think a motion to approve as is would be the most appropriate.

Motion to recommend approval to City Council finding approval criteria within the PFMC 18.16.010 and 18.20.100 as outlined in our deliberations and direct staff to prepare a Zoning Recommendation with an R1 zoning – Schlotthauer.

2nd by Kimball

Vote Hampe – Yes; Schlotthauer – Yes; Davis – Yes; Kimball – Yes; Carey – Yes;

Steffensen - No

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 East Greenacres covers that.

Commission Agreed

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

Carey – The City of Post Falls Sewer and they said it has adequate capacity.

Schlotthauer – I feel like I am having a dejavue moment with another development around here where there needed to be improvements to the pump station? Yes or no it wasn't this area will be fine.

Engineering said no.

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

Kimball – The lots will access local streets and they are providing right-of-way improvements on the arterial. So, that is consistent with the transportation element and there is a restriction on access from McGuire.

Commission Agreed

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.

Carey – Staff said there was none known.

Davis – Right, there was nothing presented.

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

Carey – Staff report said it conformed to Title 17 and 18.

Kimball – As long as it is zoned.

Herrington – This is where you are considering it R1.

Kimball – Assuming it is R1.

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 – The impact fees will be paid at time of permit, and they are paying to widen McGuire.

Schlotthauer – That is no small favor we are asking of them, and it is a lot of land being dedicated and a lot of expense. This also further justifies the lot sizes.

Motion to approve finding it meets approval criteria in the PFMC 17.12.060 as outlined in our deliberation subject to conditions 1-13 found in the staff report and direct staff to prepare a written Reasoned Decision. - Carey

2nd Kimball

Vote Steffensen – No; Carey – Yes; Kimball – Yes; Davis – Yes; Schlotthauer – Yes; Hampe - Yes

Moved

~~D. **Zoning Recommendation** for School District Zone Change File No. ZC-22-4 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a zone change from Single-Family Residential (R1) to Public Reserve (PR) of approximately 3 school sites. The requested action is to rezone 3 school sites with the City of Post Falls from Single-Family Residential R1 zoning to the Public Reserve PR zoning district. A little commentary as to why staff is presenting this, it might have been 10 years ago that we got rid of the Public Reserve zone because it was mismatched. There were private developments that were Public Reserve and there was no consistency so we did away with it with the idea that someday we would bring it back. The other caveat on that is for the school sites with the current R1 zone that it was designated and required them to apply for a Special Use Permit for any type of changes. We already know their use, it's a school and this zone, Public Reserve PR, will allow them to function as a school for any future developments. Many of the Zone Change Criteria are not applicable however, we do need to see if it matches up with the Future Land Use Map, the traffic patterns goals and policies and existing development, land uses and community plan. These are already developed sites so; we are doing a cleanup.~~

~~**Zoning Criteria:**~~

- ~~• The Future Land Use sees this as low density residential which would be consistent with ad R1 but, when you look at Public Reserve zone you see it is consistent with all Future Land Use designations within the Comp Plan. The must be at least 20 acres and all of these sites are all 20 acres. Staff is in discussions with the School District about the smaller sites and how to deal with them and what's the best course of action. But in just dealing with these 4 parcels, 3 sites~~

**Ashford Place Annexation
File No. ANNX-2-5
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Dobler Engineering

LOCATION: Generally located on the southwest corner of Grange Ave and McGuire Rd.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 12.26 acres. As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-4 Will Serve
4. A-6 Auth Letter
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. PA-1 PFPD Comments
9. PA-2 KCFR Comments
10. PA-3 DEQ Comments
11. PC-1 Schreiber Comments
12. PZ Staff Report
13. Testimony at the May 25, 2022, Planning and Zoning Commission ("Commission") hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the May 25, 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.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Single Family Residential (R-1) on approximately 12.26 acres upon the annexation into the city of Post Falls. He explained that the general location is south of Grange Ave. and west of McGuire Rd.

Mr. Porter testified that the current land use is large lot residential in Kootenai County and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. He testified that the water will be provided by the East Greenacres Irrigation District and the city of Post Falls will provide wastewater services.

Mr. Porter testified regarding the surrounding uses, explaining that to the east is R-1-S and everything to the north, west, and south is within Kootenai County making this proposal contiguous with city limits on the eastern side. He noted that farther to the south is single-family homes and a commercial node.

Mr. Porter stated that the Future Land Use Map designates the area as transitional. He submitted that the transitional designation is given to lands suitable for growth with unknown timing. He testified that guidance for transitional areas can be found within the associated Focus Area in the Comprehensive Plan.

Mr. Porter explained that this area is within the West Prairie focus area, which states that mixed residential is envisioned between McGuire Rd. and Corbin Rd. with higher densities near commercial corridors and arterials in this area. He indicated that the focus area provides that the area may benefit from a sub-area plan that examines lot and block development patterns to aid transition of five-acre lots.

Mr. Porter testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal five, seven, and twelve may possibly be relevant and applicable goals. He testified that policies one, two, fourteen, and fifteen may be appropriate for consideration by the Commission.

Mr. Porter 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. He stated that McGuire Rd. is a minor arterial roadway which can accommodate 6000 to 15,000 vehicles per day, which projected volumes for 2035 would be accommodated. He noted that the site is over the Rathdrum Prairie Aquifer and the proposed zoning is compatible with the land uses anticipated within the city's master plans.

Mr. Porter testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. He explained this criterion is not applicable as commercial or high density residential is not being requested.

Mr. Porter 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. He illustrated that the site is in an area that is father away from the higher intensity areas of urban activity.

Mr. Porter testified that the last criteria is inapplicable as this is not a request for industrial zoning nor is the request located near any other industrial properties.

Mr. Porter in response to a question from the Commission, stated that the R-1-S zone, according to the bulk and placement table carries a one-acre minimum lot size and minimum lot width is 135 feet. He noted that the properties to the east, while zoned R-1-S, are under a PUD with half acre lots.

Gordon Dobler, Dobler Engineering, Applicant

Mr. Dobler testified that they previously brought the annexation with the R1 without any subdivision last year and Council had angst over that. He believed that the reason was because the R1 zone can accommodate 6,500 square foot lots which they never had intended. He testified that they had nothing to offer about what they wanted to do so they denied it.

Mr. Dobler testified that what they have ended up doing is putting a density cap in the Annexation Agreement, which basically says, we like the annexation and the subdivision, and we want to prohibit this from becoming denser. He noted that this is a dilemma because Post Falls doesn't have a medium zone with 10,000 or quarter acre lots its 6,500 or 1-acre or you can do an R-1-S PUD and get smaller lots and higher density but then you dedicate 10% open space. So, he indicated, that is

why we are here with the subdivision to show the plan for a less dense R-1 subdivision.

Mr. Dobler testified that on the future land use map, you've got Business/Commercial which is on the other side of Corbin and the Transitional is between Corbin and McGuire. He explained that what they are requesting is low-density and there is larger acre lots on the east of McGuire, so this density provides a great transition between a future Business/Commercial area and the larger lots to the east. He illustrated that the current land use in the surrounding area is R-1 and the R-1-S with a PUD, noting that he did not know of any 1-acre lot subdivisions that have been approved lately. He urged the Commission to keep that in mind as the average lot size of surrounding properties is about $\frac{1}{4}$ - $\frac{1}{2}$ acre. He testified that their request for 33 lots with a density of 2.67 units per acre, and they would anticipate a density cap in the Annexation Agreement, which they are find with. He explained that the existing home on the corner of Grange and McGuire will be kept so that will be the largest lot and we have some open space to the south along Hargrave, which is unused right of way, and if Hargrave extends through in the future those tracks are vacated, there would be more open space. He noted that they will have an HOA that would take care of this area.

Mr. Dobler testified about traffic generation stating that, trip generation for the 33 homes would be 312 during the peak hours. He attested that they have the will serve letter from East Greenacres and city sewer has the capacity to serve this request as well. He illustrated that the property would access McGuire Rd, a minor arterial and additional right-of-way would be dedicated with the annexation and the roads would be widened with development. He stated that a multi-use path will be brought in along McGuire with the subdivision.

Mr. Dobler attested that single-family typically generates about .6 children per resident generally this number would be less if your market is retirees. He noted that this is just an idea of how this request will impact the school district. He testified that there are 5 parks within the three-quarter mile radius noting that they also pay park impact fees. He testified that this request meets the Goals and Policies of the Comprehensive Plan. Additionally, he mentioned that they had a neighborhood meeting in November of 2021 which 15-20 people came, they sent out notices and invited them to the Sawmill Grill in the evening. He explained that they informed them of the model, large shop lots which is what the market wants. He went on to say that they showed them some similar product from Anthem Pacific Homes that were part of Tranquil Meadows another subdivision north of here the same owner. He indicated that there were some concerns about the view if 2-story homes were built, but it was a good meeting. He testified that this is an orderly expansion of the city.

Ryne Stoker, Applicant

Mr. Stoker testified that their extension of this subdivision, besides the one 6-acre parcel and the Adams parcels, the sewer runs out at that north end to where it hits Grange Rd, as it does not have the depth to sewer anything else. He explained that it will take major improvement to be able to have any sewer in that general area. He professed that this is not a latchkey lead into just marching across the Prairie, this is where it would stop until there are major improvements on the sewer.

Public Testimony:

The hearing was opened for public testimony.

Jeremy Voeller (Brief Written Comment Read into Record)

Mr. Voeller testified in favor of the proposal.

Angela Adams

Ms. Adams testified that she felt that R-1-S would be a better zoning, as it would maintain the integrity and consistency of the area and would complement well with the Meadows and also the new subdivision up north. She hypothesized that Garnet Ranch or Garnet Estates, which is 5-acre tracks,

is what a lot of people are looking for, a little elbow room. She implored the Commissioners that if you do vote yes that they would actually have read the application and that they are 100% certain that it is for the subject property on McGuire and Grange like was stated. She noted that they did have this passed last year it was accepted but when the Kulka Kelley Annexation for these parcels was approved there were several points of reference on several pages that were nowhere near McGuire and Grange.

Ms. Adams thought it was clear to anyone that read the application that the property being referenced half the time was on Prairie Ave and it was obvious the Engineering Firm simply resubmitted the application for Kulka Land Tranquil Meadows or Quiet Ridge Subdivisions without changing the information and he did reverence the two closer ones. She noted a couple of the mistakes, one was the widening of Prairie if you look at the project map, it is not on Prairie, another reference was the traffic impact on Chase and Prairie that is a mile or two away. So, she surmised that it was not right for that blatantly deceitful and inaccurate application to be approved by the City and passed on to you and then approved again.

Ms. Adams testified that the neighborhood meeting was where they hosted drinks and appetizers in the whiskey lounge and what she found interesting was when this was referencing the local neighbors there is a quote, a sentence in here that says we have been told by City Staff that one of the reasons the project was denied was a general misunderstanding of the project. She claimed that is referring to me as a local neighbor and that gives me the impression that the City Staff, they're referring to told Kulka Kelley they did everything they could to push this through, but we neighbors are just too ignorant to understand this. She declared that she understands what this is and if you vote yes, she will again ask that the Commission has read the application and it is for this property the documents that are submitted to you, which she thought were legal government documents. They are done by a professional engineer and should almost be flawless there should not be that many mistakes in an application and have it approved. She hoped that the approval of the last application with all those mistakes was an isolated incident and isn't common practice.

Shari Bolander (Brief Written Comment Read into Record)

Ms. Boldander testified that she lives at the corner of N. Howell Rd. and McGuire Rd. in Prairie Meadows. She opposes so much traffic along McGuire Rd. now with lots of noise and pollution from vehicles. She testified that adding this subdivision will only add to this congestion and traffic.

Robert Lakey (Brief Written Comment Read into Record)

Mr. Lakey testified in opposition to the proposal.

Gail Randall (Brief Written Comment Read into Record)

Ms. Randall testified that she has lived on 5 acres in the neighborhood surrounding the proposed subdivision (located on Grange and McGuire) for over 15 years and have watched all the changes and subdivisions being built nearby. She enjoys watching the rabbits, pheasants, quail, hawks, squirrels, and other wildlife that make the fields, trees, and open space their homes. The current zoning of agricultural allows these animals and birds to live, reproduce and survive on the existing 5+ acre properties. She explained that her and her husband raise quail and release them to live and thrive in this natural environment. She fears that if the zoning is changed to allow more than 1 home per 5 acres, it will have a negative impact on these wonderful creatures. She knows a lot of the existing wildlife have already been displaced from other housing developments in this area, so she asks that we not disturb their habitat any further by allowing more housing development in our area.

Tim Randall (Brief Written Comment Read into Record)

Mr. Randall testified that the neighborhoods and homes on acreage around the proposed subdivision (located on Grange and McGuire) not only provide a habitat for bunnies, quail, pheasant, hawks, and

other wildlife, it provides homes and small farms for families. He explained that these small farms produce hay, alfalfa, produce, and farm fresh chicken eggs that are sold to residents and local stores. He stated that developers are willing to pay large sums for these 5+ acre properties to put houses on but I bet there are families that would also like to purchase these properties too – but can't compete with the developers. He testified that by keeping the agricultural zoning in place, it will make it possible for families to acquire the small farm properties and use them to give back and provide goods to the surrounding communities.

Bernadine Ankney (Brief Written Comment Read into Record)

Ms. Ankney testified that it should confine their buildings to only one or two homes per acre.

Jeff Adams

Mr. Adams testified that he opposes this annexation and development as R1, he thought R-1-S would be a better fit for it if you look at all the surrounding properties you got big tracks of land on the north, south and west and there is the R-1-S to the east. His understanding from what Dabler stated is these are going to be shop lots and 10,000 square foot lots is pretty tight to put a nice size house and a nice shop on without creating variances and everything else on everybody else's piece of property. He thought bigger lots would be a better option for this particular development.

Steve Clevenger

Mr. Clevenger testified that he lives in the old Grange House and part of the appeal for he and his wife was living on the border of the City and the County, and we appreciate the benefits of the open space across the way. He urged the Commission to not recommend annexation of that property. If you must annex it, he would strongly recommend that the zoning be R-1-S, as his opinion is that it's much more compatible with the adjacent area.

Jacqueline Melendreras

Ms. Melendreras testified that she was here last year and spoke about our apple orchard and our chicken house but today she was hearing many requests of revising and changing zoning to high-density housing, as many acres of large parcels are already being changed. She advocated for the prevention of pheasant extinction as she was asked by the state to raise and release pheasants in our community on and off since 2012. She has helped release hundreds of pheasants, fenced subdivisions and asphalt is opposite to the natural habitat necessary to survive and thrive. She explained that tight now, the hens are sitting on eggs so the next generation can survive. She explained that the closest subdivision to her at Chase and Fisher is called Pheasant. She indicated that the beauty the builder recognized is no longer welcoming with tightly fenced backyards and concrete sidewalks and driveways. She professed that her and her neighbor help the state to prevent the extinction of the pheasant population. She was here again asking for a tiny patch of the Prairie not to be taken away from them, this is their home her land is their land. He advocated that the beauty of preserving and being part of protecting our wildlife and watching god's creation in their natural setting has no equal. She testified that she was in opposition to changing our agricultural zoning and county way of life.

Joe Melendreras

Mr. Melendreras testified that his concern is at what point will we have enough R1 housing to where it does not impose on the county. He stated that when he purchased his property, it was very clear that the dividing line was between McGuire and the county. He explained that those lines were very clear at the time. His question now is if we keep allowing this at what point does it stop and at what point do those of us that chose to have a little chunk of land around us get crowded out or taxed out. He hoped that when the Commission decides on this that they rule against it and preserve the life that they have chosen live. He noted that obviously life in north Idaho is changing drastically

very rapidly and again at what point do we slow down and respect other people. He understood their financial commitment and they need to get a return on that because anyone that is in business knows that but, is our livelihood less valuable than what they are proposing is.

Rebuttal

Ryne Stoker, Applicant

Mr. Stoker testified that they talked about making these half acres or an acre lots, the difficulty of that is in the engineering and part of the right of way they have already had to give away on this five-acre parcel. He explained that to make these half acre lots you would have to combine two of the lots because they are about 10,000 square feet that will give you about 20,000 square feet these lots are currently 97 feet wide by about 104 feet deep. He noted that part of the problem is out of a normal five-acre parcel it's about 330 feet wide by 660 feet deep, after they give the right-of-way for McGuire they would be down to 275 feet so they have enough for a road and two side roads so our options to make these half acre parcels would require erasing every other property line or we could bring the road in all the way over to the Adams property, take it down south of the Adams property and what you'd end up with is about a 100-foot-wide lot that's about 210 feet deep, so you would end up with a lot of really unused land. He explained that is why they ended up with this subdivision layout, he is not opposed to increasing the size of the lots, but we work the developers that we deal with to come up very specifically on what width works for them given those depths because normally you're dealing with about 125 – 130-foot-deep lots on these but due to the Right of Way dedications they are squeezed down. He testified that of all the different scenarios on how the lots could potentially be laid out the changes would not make for a clean subdivision request.

Mr. Stoker testified in response to a question from the Commission that they would be required to and would end up having a perimeter fence along McGuire and was not sure about Grange. He explained they would end up having the builders put fences up around the property, that is what we have done with all the others.

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 12.26 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as transitional within the West Prairie Focus Area.

The applicable focus area provides that West Prairie is a transitional area with portions expected to develop as future residential, commercial, and industrial uses. The area includes three Area of City Impact (ACI) tiers: Exclusive Hauser, Exclusive Post Falls, and Shared Tier. Infrastructure to support urban development is mostly not in place at this time but is being planned for. The following items affirm or guide development of key policies for this area, or suggest future action items for the West Prairie focus area:

- Industrial and commercial uses are envisioned west of Pleasant View Road;
- A mix of residential, commercial, and industrial uses are envisioned Between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials;
- Mixed residential is envisioned between McGuire Road and Corbin Road, with higher densities near commercial corridors and arterials. This area may benefit from a subarea plan that examines lot and block development patterns to aid transition of five-acre lots;

- Seek opportunities to develop off corridor commercial;
- Prairie Avenue's arterial classification suggests it be considered for commercial uses;
- Other West Prairie areas may warrant commercial use consideration if adjacent to 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 of R-1 they are requesting will provide a transition from the R-1-S to the east toward the Pleasant View Corridor which is anticipated to develop with Industrial and Business Commercial.

The Commission finds that evidence and testimony demonstrate that the requested zoning designation 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 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 10: Provide and support Post Falls' parks and recreational opportunities on-pace with growth.

Post Falls residents value current parks and recreational services and wish to retain the same or higher levels of service as the community grows. This goal directs the city to consider parks and recreational needs in all related plans and actions, including land use decisions, regulatory requirements, and budgeting.

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 to serve the site is located at the southeast corner of the property, in the intersection of Howell Rd. / Grange Ave. the easterly half of the property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by said sewer connection as part of the Montrose Lift Station Service Area. The remainder is in a "transitional area" that can be serviced by the connection, if elevations allow, or from a future main going to the Pleasant View Service Area. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. Prior to any development of the site and required as part of preliminary subdivision review, the owners would need to verify elevations for the sewer, as is typical for all subdivisions.

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 not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

The East Greenacres Water District would provide water service.

- Existing and future traffic patterns;

The property is adjacent to McGuire Road, a classified Minor Arterial Roadway; and Grange Avenue, a classified local roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with the following standards:

Minor Arterial: 110-foot total right-of-way width, along with a 15-foot sidewalk, drainage, and utility easement. The right-of-way would be measured from the existing eastern right-of-way line of McGuire Road.

Local Street: 70-foot total right-of-way width, along with a 10-foot sidewalk, drainage, and utility easement. The 35-foot half road right-of-way would be measured from the existing center of right-of-way for Grange Avenue. Note all existing rights of way for Grange Avenue., from the annexations western most boundary to McGuire Road, should be included in the annexation area.

W. Hargrave Ave.: An undeveloped portion of the W. Hargrave Ave. rights-of-way lies adjacent to the property's southern boundary. These rights-of-way should be included into the annexation boundary.

B.N.S.F Railways Spur: The railroad rights-of-way lying adjacent the subject properties southwesterly boundary should be included into the annexation boundary.

Future traffic patterns to/from this site are benefitted from the proximity to McGuire Road.

- 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 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 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. 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;

East of McGuire Rd. is developed and services available, and this proposal could allow Grange Ave. to be extended with public services.

- Comprehensive plan goals and policies.

The response to this is embedded within the analysis within this section.

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 annexation area is adjacent to the minor arterial of McGuire Road, which provides connection to other higher capacity roadways of Prairie Avenue (to the north) and Seltice Way (to the south). Long range master planning anticipates the connection of Grange Ave. westerly to Pleasant View Road.

Minor Arterials are designed to accommodate traffic volumes of 6,000 - 15,000 vehicles per day. McGuire Road is estimated to have 2025 volumes of 4,900 vehicles per day and 2035 volumes of 8,500 vehicles per day.

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 request 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 that East Greenacres Irrigation District will provide Water service and the city of Post Falls will provide sanitary sewer service. Sanitary Sewer currently exists at the property's southeastern boundary in the intersection of Grange Avenue / McGuire Road. The property requesting annexation and zoning is identified in the city of Post Falls Water Reclamation

Master Plan as capable of being serviced by the existing sewer system, though elevations for the western half of the property should be verified prior to subdivision approval. 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 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 uses are compatible with other residential uses. Proposal is next single-family homes within Kootenai County located west of McGuire Road. Future Land Use Designation east of McGuire Road is designated as low-density residential.

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 the most appropriate zone per the direction of the applicable Focus Area.

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 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 that the proposed lower density residential zoning is far away from higher intensity urban activity. 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 immediate area. The Commission notes that this is somewhat reversed as the approval of residential is in keeping the larger lots away from the industrial that is along Pleasant View.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-22-5, 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 a majority of the Commission. 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 Single Family Residential (R-1) zoning on approximately 12.26 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: Thursday, August 25, 2022 11:57 AM
To: Amber Blanchette
Subject: FW: Ashford Place Annexation File No. ANNX-22-5
Attachments: ANNX CC NTJ FORM.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Amber,

Based on the location, there is no impact to the YPL ROW and we do not have any comments or 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@postfalls.gov>
Sent: Thursday, August 25, 2022 12:49 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>; 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 (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@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 <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <kronro@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <lajones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn

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Subject: [EXTERNAL]Ashford Place Annexation File No. ANNX-22-5

This Message Is From an External Sender

This message came from outside your organization.

Good morning,

Attached is the notice to jurisdiction for the named annexation for Council on September 20th; 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.

Amber Blanchette

From: jonie@postfallshd.com
Sent: Monday, August 29, 2022 11:28 AM
To: Amber Blanchette
Subject: RE: Ashford Place Annexation File No. ANNX-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 would request a minimum 10' right-of-way and a 10' road drainage and utility easement be dedicated for the future expansion of W Grange Ave.

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: Thursday, August 25, 2022 11:49 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@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 <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <kronro@phd1.idaho.gov>; Kristie McEnroe

<kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; 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@postfalls.gov>; 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@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; 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@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; 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: Ashford Place Annexation File No. ANNX-22-5

Good morning,

Attached is the notice to jurisdiction for the named annexation for Council on September 20th; 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.

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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.

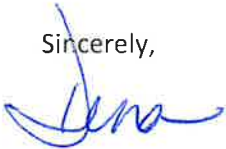
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

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: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Tuesday, September 13, 2022 12:06 PM
To: Amber Blanchette
Subject: RE: Ashford Place Annexation File No. ANNX-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.

Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Thursday, August 25, 2022 11:49 AM
To: Ali Marienau <AMarienau@kmpo.net>; 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>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@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 <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; 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@postfalls.gov>; 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@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; 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@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; 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: Ashford Place Annexation File No. ANNX-22-5

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good morning,

Attached is the notice to jurisdiction for the named annexation for Council on September 20th; 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



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RECEIVED

JUN 06 2022

From: *Don Judd*

CITY OF POST FALLS

To: Post Falls City Council

Ref: Kulka's Ashford Estates Annexation

My wife and I own and farm the Tracts immediately west of the property that Kulka asked the City to annex in October of 2021, and has resubmitted for annexation now.

My background includes management responsibilities for telephone utility planning, engineering, and construction in the Idaho Panhandle and northeastern Washington. I have been in public service as a member and Chairperson of the Post Falls School Board. I also spent several years as a member and Chairperson on TESH's Board of Directors.

We opposed this annexation last year and do so now. We, and the entire neighborhood, believe that the design and adverse neighborhood impacts are not consistent with what the City Council and Post Falls Comprehensive Plan envisioned for this particular portion of the West Prairie Focus Area.

We also believe that a rational argument against the proposal should be given the same opportunity to present its case as the developer was to promote it.

We are also concerned about the relationship between City Staff, and possibly Planning and Zoning, with profit motivated developers.

Date: June 6, 2022

Page 1 of 2

To: Post Falls City Council

Ref: Ashford Estates Annexation

My name is Don Judd. My wife and I own and farm the joining Tracts west of the property at McGuire and Grange that Kulka calls Ashford Estates. Kulka asked the City to annex the property in October of 2021, and have resubmitted a portion of it for annexation now.

The City Council unanimously rejected Kulka's first request. When comparing the original Plat to the currently proposed Plat (attached), you will notice that nothing of significance has changed. The new Plat clearly shows that Kulka intends to PUSH the City to accept the original proposal (without changes) by resubmitting it in phases.

Ryne Stoker, a Kulka partner, wrote us a letter (attached) claiming that "City Staff" said **the rejection was due to a "general misunderstanding of the nature of the proposed project"**. That is blatantly false, and it clearly indicates that someone in Post Falls City administration is presuming to speak for the City Council.

The arguments against this annexation remain exactly the same as they were last year.

- New subdivisions in this particular neighborhood should be Zoned R1S just like the existing development in the immediate area.
- The City has generally attempted to avoid annexations which create a "County pocket" within the City (which phase two will do). The second phase will also produce the bottleneck in Grange at Tract 66 that was identified last year.
- The Comprehensive Plan identifies Grange as a Public Street, without any proposal to make it an Arterial or Collector. It is not designed or constructed for the higher traffic volumes that this proposal will generate to the west.
- The added traffic on Grange and other issues associated with higher density population pockets like this will be a detriment to the neighborhood's property values and life style.

Kulka argues that R1 lots across the street from the existing R1S development, and in the middle of 5 acre lots, is a good way to start a transition to the future mixed residential/commercial Zoning that will begin a half mile away at Corbin. **Past Council actions demonstrate that the Zoning goal for this particular neighborhood has always been R1S, which is consistent with the City Code and the Comprehensive Plan.** R1S is actually the best transition between the Meadows on the east side of McGuire and 5 acre lots on the west side. All of the new development west of McGuire and north of Midway are on 5 acre lots.

Kulka also complained that larger lot sizes, along with street improvements, will make it difficult to meet the developers needs [for more profit]. All but one Planning and Zoning Commissioner agreed, in spite of the Council's rejection last year! **City decision makers are expected to act in accordance with the Comprehensive Plan and in the best interest of the neighborhood, not the developers.**

At the Planning and Zoning hearing it was clear that the majority were placing Kulka's profits ahead of good planning, previous Council decisions, and quality of life in this neighborhood. **They were openly unwilling to limit Kulka to less than 32 lots.**

The previous Council's rejection was correct, and without appropriate changes to Kulka's proposal, that decision should stand! It will be a disservice to everyone in Post Falls and this area of the County if Commissioners and Council Members allow profit motivated developers to influence the Zoning decisions and growth patterns which impact the quality of life for our existing residents.

At last year's Council meeting Linda Wihelm asked "staff" why this annexation was being recommended for approval. The answer given was; to reduce the residential housing shortage. In light of the huge number of housing units which have been approved on the Prairie by Rathdrum, Hayden Lake, and Post Falls, **a housing shortage cannot be demonstrated at this point.**

The following are applicable excerpts from the *Post Falls City Code* and *Comprehensive Plan* that should be guiding the City's actions regarding annexation and development on the West Prairie.

Post Falls City Code

18.16.010: ESTABLISHMENT OF ZONING DISTRICTS:

A. Residential Zones:

1. Single-Family Residential Suburban (R1S): The R1S Zone recognizes existing rural residential large lot uses, and other areas suitable for large lot residential development with or without accessory agricultural uses. The intent of this zone is to provide estate sized lots. **This zone should be applied where surrounding uses are compatible with large lot residential development.** Lot area and building bulk and placement requirements shall agree with the values set forth in section 18.20.040, "Official Bulk And Placement Regulations Table", of this title.

Post Falls Comprehensive Plan

Transitional [Chapter 2, Page 6]

Purpose: This designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focused Area.

Focus Area: West Prairie [Appendix A, Page 17]

Just north of Riverbend, West Prairie is a transitional area with portions expected to develop as future residential, commercial and industrial uses. . . .

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

- Industrial and commercial uses are envisioned west of Pleasant View Road;
- A mix of residential, commercial and industrial uses are envisioned Between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials;
- Mixed residential is envisioned between McGuire Road and Corbin Road, with higher densities near commercial corridors and arterials. **This area may benefit from a subarea plan that examines lot and block development patterns to aid transition of five-acre lots;**
- Seek opportunities to develop off corridor commercial;
- Prairie Avenue's arterial classification suggests it be considered for commercial uses;
- Other West Prairie areas may warrant commercial use consideration if adjacent to arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

INVITE TO A NEIGHBORHOOD MEETING

For a Project at McGuire & Grange

Dear Neighbor,

My name is Ryne C Stoker, and I am a partner with Kulka Land. We have developed three projects in the Post Falls area and have four projects upcoming. One of those projects is in the southwest corner of McGuire and Grange. We had submitted to The City of Post Falls for annexation and a zone change for McGuire & Grange (AKA Ashford Place). The proposed project was approved by planning and zoning but was determined to not be appropriate at the time and was denied by City Council. We have been told by City Staff that one of the reasons the project was denied was a general misunderstanding of the nature of the proposed project. We would like the opportunity to present our plans and desires to the local neighbors and invite you to attend a Neighborhood Meeting at the Sawmill Grille (302 N Spokane Street in Post Falls) on November 9th at 5:30PM. We will host drinks and appetizers. The meeting will be held in Sawmill Grille's 99 Whiskey Lounge area, which is upstairs in the restaurant.

We will have a presentation which will cover;

- Who is Kulka Land,
- What have we done in the past,
- The general nature of our projects and business model,
- Planning Considerations,
- What we have proposed for this project,
- Who the builders would likely be, and the nature of the homes,

We also look forward to listening to your input regarding the project and elements that could be changed to better meet the nature of the general neighborhood.

There is limited seating at the Sawmill Grille, so we would ask that you RSVP to me at rstoker@geotekusa.com.

Sincerely,

Ryne C Stoker, PE



Amber Blanchette

From: i»¿Gail <gljorgensen1@frontier.com>
Sent: Friday, June 10, 2022 3:16 PM
To: Amber Blanchette
Subject: Ashford Place Annexation Comments to City Council

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 City Council Members,

My name is Gail Randall and I live at 2550 W. Fisher Ave., Post Falls, ID. I oppose the recommendation for annexation of Ashford Place Annexation & Subdivision, File #ANNX 22-S/SUBD-22-7 or any future subdivisions in our area. I have lived on 5 acres near the proposed subdivision on McGuire & Grange for over 15 years. My husband, Tim, has lived here for over 50 years. We are both native Idahoans. We see all the growth and large and small pocket subdivisions that have gone in over the last few years that are eating up our prairie land and eliminating the small farms and 5 acre parcels and driving away wildlife.

A few items in the Post Falls Comprehensive Plan that I would like to bring up.

- 1) Focus Area, Table 1.03: All zones should be compatible and consistent with adjacent zones. We don't think subdivisions adjacent to 5 acres parcels complies with this.
- 2) Land Use Categories, Transitional: The Central Prairie Region should support provisions for a variety of housing types and densities. We feel this should inspire you to limit zoning changes and annexations and allow the 5 acre parcels to stay intact. At a minimum, keep the size to 1 home per acre.
- 3) The Land Use G-03, G09, Housing G-03 and Natural Resources G-03, G09: Protect and enhance Post Fall's scenic and natural areas for present and future generations and supports the preservation of scenic and open space areas. It says that residents of Post Falls often cite the 'small town charm', its modest size and its valley setting with open space prairie. We feel that the proposed subdivision would be setting the precedent for future developments and the prairie will just continue to shrink. Once the land is used up, it cannot be replaced.
- 4) The Environmental section says that a wide variety of animals exist in Post Falls' urban areas and the city observes policies that preserve the habitat for local species. The existing 5+ acre properties allow the rabbits, pheasants, quail, hawks, squirrels and other wildlife to make the fields, trees, and open spaces their homes to live and reproduce in a natural environment. We fear that if the zoning is changed to allow more than 1 home per 5 acres, it will have a negative impact on these wonderful creatures. I know a lot of the existing wildlife

has already been displaced from other housing developments in this area so we ask that we not disturb their habitat any further.

A few points from the Kootenai County Comprehensive Plan 2020 Update that I think are worth mentioning are:

- 1) Land Use: Encourage voluntary retention of open space through resource-based activities such as farming and rural residential development. We would like to point out that the homes and small farms on acreage around the proposed subdivision and possible future subdivisions, produce hay, alfalfa, produce and farm fresh chicken eggs that are sold to local residents and local stores.
- 2) Land Use: Foster existing rural communities and character by encouraging land uses to be consistent with existing development and voluntarily retained open space. We feel future subdivisions in our area would not accomplish this objective.
- 3) Agriculture: Reduce future conflicts between new residential uses and established agricultural operations by ensuring there are adequate buffers and fencing between these uses and by adding notes to subdivision plats and any homeowner association documents to alert new owners of pre-existing conditions.
- 4) Future Land Use: Protect property values. The value of homes on acreage will likely decrease if subdivisions are built around them.

We realize these developers are just trying to make money and provide needed housing. But where does it stop? Now that the city has jumped the county line of McGuire Road and are now looking at annexing more 5+ acre parcels into the city, we fear it is just a matter of time before it is all zoned R1 or R1S and taken over by subdivisions. We see this happening to many homes on acreage along Prairie Ave. and watched each home eventually sale off to a developer because they didn't want to live in the middle of a subdivision that has been built around them. We want to stay in our homes and help preserve the prairie and open spaces and habitat for wildlife and for people to walk, ride their bikes and enjoy the view of the mountains and the beautiful sunsets that would be blocked by houses if subdivisions are allowed to continue to be built in this area. We are allowed to have farm animals (which can be stinky), shoot our guns (for recreation), operate loud farm equipment, spray chemicals on our fields, burn our slash piles and garbage and water our fields day and night with irrigation sprinklers. We really don't think this would be too appealing to families living in subdivisions that may border our properties. It's just not a good mix. We are made to feel guilty that our properties can provide much needed housing for many families, but what about us and our families? Don't we count? Or is it a matter of sacrificing the few to provide for the many? There is only a small section of land left on the west side of Post Falls between McGuire and Pleasant View that is still zoned Agricultural (and is now labeled transitional). As the older people that live on these properties die off, the developers are right there to offer big dollars for the families to sell to them. And they know they can apply to P&Z and get the zoning changed to R1 or R1S and request annexation into the City. There are many properties within the city limits still for the developers to purchase and build on. There are many families that are looking to buy 5 acre parcels to live on but can't compete with the developers. By keeping

the agricultural zoning in place, it will make it possible for families to acquire the small farm properties and use them to give back and provide goods to the surrounding communities.

So please, please, keep the zoning as agriculture for this area and do not annex any more of it into the city limits.

Thank you for your consideration.

Tim and Gail Randall

2550 W. Fisher Ave.

Post Falls, ID 83854

208-773-3490 (Tim)

208-818-0732 (Gail)

Objection to Ashford Annexation to Post Falls

I object to the annexation known as Ashford Place, to the City of Post Falls as it is currently planned. This planned annexation does not conform to several elements of the comprehensive plan, and will have compounding effects on traffic patterns affecting nearby developments, especially The Meadows.

It is clear that the Ashford Place lots will not be allowed direct access to McGuire Road, but will be provided access via street to McGuire. This street will be very close to Grange. History has shown that given access to Grange, residents will utilize that in preference over further away collector streets like Fisher. Grange avenue is already burdened to the maximum allowed limit of traffic according to the comprehensive plan, as described on page 31, under Local Street. Ashford Place will only exacerbate this problem, unless corrective solutions are first applied to Grange Avenue to reduce volumes and control speeding.

To fully understand the nature of this problem, considerable historical background is required. A local map of the area will facilitate understanding.

The Meadows Development:

The Meadows development began around 2002 and was annexed to Post Falls in 5 phases. The development was planned as a custom home equestrian community, complete with restrictive covenants to control the appearance and use of the one acre lots. It has thus remained a very attractive community over the years, and is unarguably one of the premier developments in Post Falls. The residents of The Meadows among other attributes pay over \$400,000 annually in taxes to the City of Post Falls.

The developer provided access to the community with four entry points, one on Grange Ave at McGuire, another on Tranquility at McGuire, a third at Howell St. on Fisher, and a fourth at Serenity on Fisher. Fisher acted as a collector street providing through access to McGuire and Chase. Howell street provided access southward through The Meadows down to the Prairie Meadows development, another nice neighborhood of some 173 or so homes. Howell street ran clear through Prairie Meadows providing access to McGuire road, and constituted the only through street in both developments.

As you can infer from the street names of Tranquility and Serenity, it was the objective of the developer to build a serene community, suitable for equestrian use. Of the two main roads in the Meadows, Grange Avenue and Polo Green, neither ran through to Chase Road, but rather terminated at Serenity

which then gave access to Fisher. This was a primary entrance to The Meadows, complete with an island and entry sign, along with an equestrian designation, as was also the case at Tranquility and Howell.

All of this arrangement of roads and access worked very well for many years. Residents of Prairie Meadows would drive up Howell and exit onto Fisher if they wanted to head north or east to Chase. Likewise, residents of The Meadows would exit onto Fisher or McGuire depending on their directional objective. This was consistent with the street classification plan.

This is how it had been for years, and when I bought my home on Grange Ave in 2017, it was a pleasant community in which to live. Traffic and speeding did not seem to be a problem at that time. Then things changed.

In 2018 the City of Post Falls decided to open up the east end of Grange Ave, and make it a through street from McGuire to Chase. **This one single act caused traffic patterns to completely change, and not for the better.**

Now the 173 homes in Prairie Meadows no longer drive up Howell to Fisher. Instead they save two blocks by turning right on Grange Ave and speed through our neighborhood to Chase. They used to be able to go up to 40 mph on Fisher, but since Grange is a 25 mph street they choose to just go 40 anyway. Consequently, Fisher street is completely under-utilized. At nearly any time of day you could shoot a cannon down Fisher and not hit a single vehicle. The effect of this is as many as perhaps 400 or 500 car trips a day down Grange that used to use Fisher.

Following this major realignment, several more annexations have taken place which also access Grange Ave at the east end near Chase which further compound the problems of both volume and speeding.

Meadow Grove:

Around 2018 the Meadow Grove development started just south of The Meadows. Again, according to rules of the comprehensive plan access was not provided to Chase, but to the East end of Grange Ave. Two streets now access Grange right near Chase, Jenicek Loop with about 37 homes, and Wayward Circle with 41 homes. When these folks choose to go west, they use Grange, otherwise use Chase. Immediately across from these two streets another new street connects to Grange, that of Coleman street, comprised of about 21 more homes. Likewise when they choose to go west they use Grange. These developments comprising another 100 homes add materially to the westbound traffic on Grange Ave.

I have personally made several trips and many, many emails and telephone calls to the traffic engineers to seek a solution to both the volume of traffic and the speeding. While understanding, they were unable to come up with any solution that could be agreed upon, short of adding more striping to Grange which I could not authorize on my own. I was able to convince them to add 4 more speed limit signs on Grange. I have to admit that their advice was that speed limit signs seem to disappear into the background over time and become ineffective. That advice has proven to be accurate.....but it was worth the try. However, the speeding continues.

Similarly, I have made several trips to the Police department seeking enforcement on Grange Ave. On two occasions I was given the usual stall of wanting to do a traffic study to determine when to enforce. One traffic study was done in 2019, which showed that we had roughly 1000 cars a day down Grange, with a full 73% over the posted limit of 25. 34% were above the enforcement limit of 31 mph and thus the enforcement rating was HIGH. Yet, we could not get any officers up to Grange to do enforcement, so the speeding continued.

Again, in 2021 I contacted the police and they wanted to do another study, which was done in April of 2021. That study showed similar results with some 30.5% over the enforcement limit of 31 mph with a continued enforcement rating of HIGH. Yet, we still cannot get any regular enforcement on Grange Ave, and the speeding continues along with high volumes. People are not stupid. They know the police don't have many patrol officers and the chance of them getting a ticket is small, so they go as fast as they want, some in excess of 50 mph in a 25 zone.

There are some times of day when it seems dangerous just to get to your mailbox, let alone mow and trim the grass on the City right of way. Sooner or later someone or their pets are going to get killed or very seriously injured.

Other developments:

East of Chase Avenue along Grange Ave there have sprung up many other housing developments, of which the names are not known to me. But, their behavior is known to me as I see them cross Chase from one side to the other along Grange and drive through our neighborhood hauling their trash to the transfer station. This should not be happening. These people should be going up to Fisher or Prairie to take their garbage to the transfer station. I see no excuse for this and I have asked the traffic engineers if we could post a sign for "local traffic only" or some such wording. No result.

Summary and Conclusion:

The volume of traffic on Grange Ave in The Meadows is at the maximum level allowed by the comprehensive plan for a Local Street, as defined on page 31 of the Plan. With volume comes fumes, with speed comes noise.

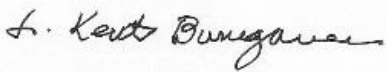
We cannot tolerate any further increase in traffic volumes. Speeding is rampant. These issues were caused by the City planners and engineers when they opened up Grange to through traffic. While these intentions may have been honorable, the unintended consequences have been detrimental.

The solution is to close Grange to through traffic, putting it back to the original intent of the developer, which complied with the comprehensive plan and proved to be a workable solution for years. This would re-balance traffic loads to better utilize Fisher and relieve the load on Grange Ave, and perhaps reduce the speeding problem. This should be done just east of Serenity on Grange, but short of the many entrances to Grange east of there and just off Chase. This would require these residents to use Chase to access Fisher to go west, as the street classification plan provides. Not Grange.

Until Poleline is connected through to McGuire, similar proposed annexations along McGuire will be inclined to use Grange as a through street, or Howell with a turn onto Grange. This is unacceptable for the same reasons.

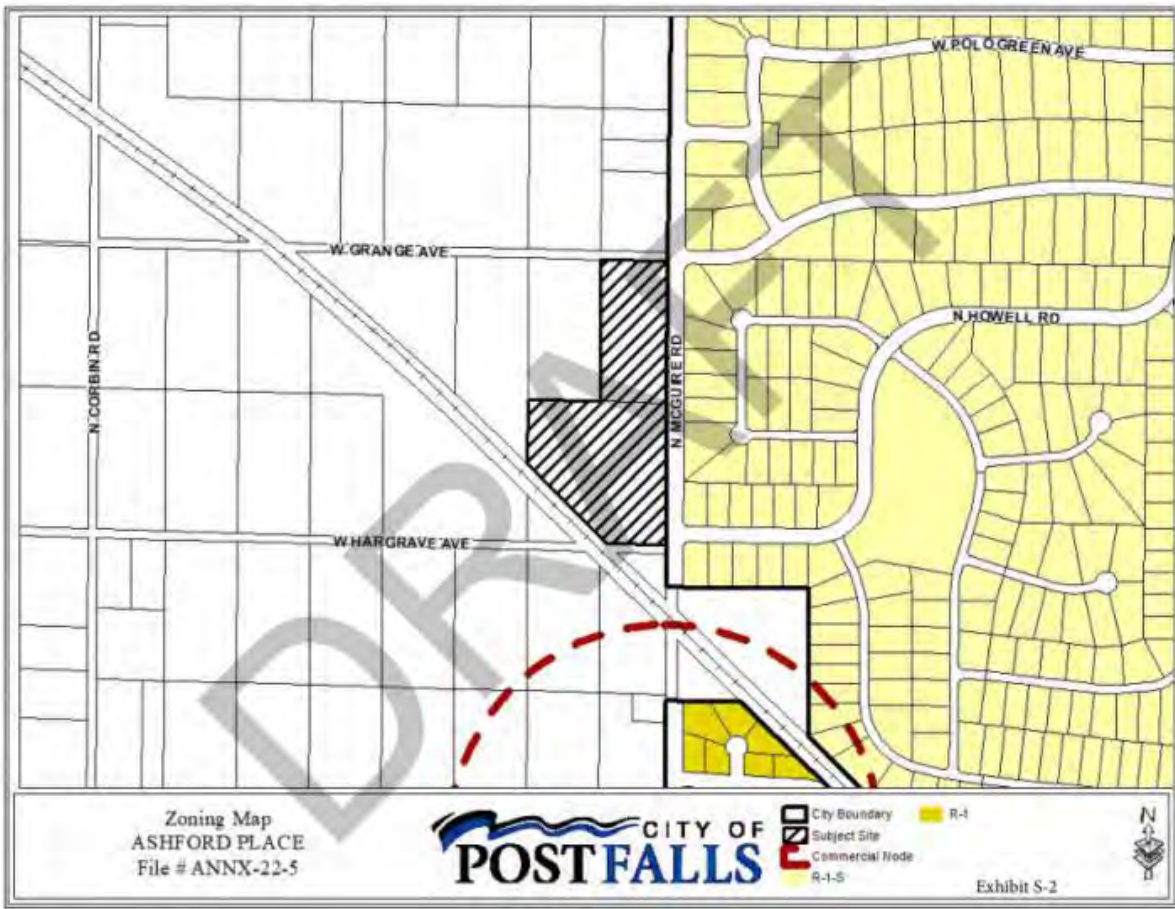
The Ashford Place annexation consisting of some 33 homes could potentially add anywhere from 70 to 150 more car trips down Grange Ave which is already maxxed out. Review of water providers indicates that 56 homes are eventually planned. Accordingly, I object to the annexation for the reasons stated above.

If the annexation is to receive approval, I believe it should be reduced down to 12 homes, one to the acre or R-1S, to be consistent with the comprehensive plan requiring lower density further from town, and to be compatible with existing homes across McGuire from it. Every effort should be made to direct traffic up to Fisher which is the collector street as the Plan stipulates.



L. Kent Bumgarner
1172 W. Grange Ave.
Post Falls, ID 83854

September 5, 2022



Zoning Map
 ASHFORD PLACE
 File # ANNX-22-5



- City Boundary
- Subject Site
- Commercial Node
- R-1-S
- R-1



Exhibit S-2

Amber Blanchette

From: Patric Hudgens <hudgenspat2@gmail.com>
Sent: Saturday, September 3, 2022 5:36 AM
To: Public Hearing Notice
Subject: Ashford Place Annex
Attachments: Objection to Ashford Place Annexation.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.

I live at 1505 Grange Ave in Post Falls. Attached is Mr. Bumgarner's objection to the annexation of the new subdivision Ashford Place. I totally support this objection. Grange Ave has become a major thoroughfare for several large subdivisions. During the day, to cross the street to retrieve mail, I have to often wait for 5 to 6 cars to clear. My recommendations are:

1. Do not approve any new subdivisions that would access Chase by using Harrell and Grange. Grange Ave in the Meadows is a residential street.
2. Close Grange Ave at Serenity causing east and west bound traffic to use Fisher. Plus open Poleline to Mcguire to ease traffic.

With the high speed of most cars and trucks (including semi's), someone is very likely to be struck or killed.

Patric Hudgens
1505 Grange Ave
Post Falls

Amber Blanchette

From: Gina Reynolds <gina9483@gmail.com>
Sent: Tuesday, September 6, 2022 4:58 AM
To: Public Hearing Notice
Subject: Objection to Ashford Place Annexation.pdf
Attachments: Objection to Ashford Place Annexation.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.

Our neighbor, Kent Bumgarner sent the attached letter.
We add our names to this letter firmly objecting to the Ashland Place annexation.
We also strongly agree with Mr. Bumgarner's proposed resolution to close Grange Ave.

Dave Schloesser and Gina Reynolds
1490 W Grange Ave

Amber Blanchette

From: Tom Robison <trobison47@gmail.com>
Sent: Wednesday, September 7, 2022 5:39 PM
To: Public Hearing Notice
Subject: Ashford Place 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.

September 7, 2022

To the members of the Post Falls Planning Commission

I am writing to comment on the proposed Ashford Place Annexation to be addressed by the Post Falls City Council on September 20, 2022.

I recommend that the proposal not be approved. The planned home density is not consistent with adjacent development to the east, and would further compound traffic loading issues on Grange Avenue. The proposal is not consistent with the City Council review criteria that states density of residential developments should drop as distance from higher intensity urban activity increases.

I recommend that the maximum allowable home density for the Ashford Place Annexation be one home per acre. In that way this development would be consistent to those east of N. McGuire Road, and increased traffic through those areas would be minimized.

My wife and I have lived in the Meadows on Grange Avenue for over 5 years. One change made during this time has noticeably affected this area. That was your decision in 2018 to extend Grange Avenue to connect with Chase Avenue. That was a mistake. There already was a 35 mph connection between North McGuire Road and Chase in Fisher Avenue. There are no driveways connecting to Fisher. Grange is a 25 mph neighborhood street with multiple driveway connections. But we have paid the price for your mistake with increased traffic, most of which ignores the speed limit. Don't make the same mistake again.

Proposed developments should blend with and complement existing developments, not degrade them. Your own evaluation criteria states that you value a transition to lower density developments with increased distance from higher density urban areas. Zoning the Ashford Place Annexation for 2.7 units per acre doesn't meet this criteria. It would instead be a detriment to the quality of the Meadows development and other nearby developments.

Please do not approve the Ashford Place Annexation.

Tom Robison
1635 W. Grange Ave.

Amber Blanchette

From: BRobison <Brenda.Robison@protonmail.com>
Sent: Wednesday, September 7, 2022 10:23 AM
To: Public Hearing Notice
Subject: Ashford Place Annexation comment

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.

To the members of the PF Planning Commission--

I am writing to voice my objection to the annexation, known as Ashford Place, to the City of Post Falls as it is currently planned.

This planned annexation does not conform to several elements of the comprehensive plan, and will have negative compounding effects on traffic patterns affecting nearby developments, especially The Meadows, and potential safety issues users of the City of PF Park in the Meadows.

Please reference the detailed letter submitted by Kent Bumgarner for his excellent reasoning why this annexation would be detrimental to the current adjacent developments and quality of life in those PF neighborhoods.

Fisher is a safer, more appropriate, but underutilized route, and every effort should be made to direct traffic towards it and around the residential areas, rather than through the residential areas.

I am not against development. I do, however, have grave reservations about development that does not have supporting infrastructure in place, and development that negatively impacts the safety and quality of life for families in the area.

Thank you for your consideration of my viewpoint.

Brenda Robison
1635 W Grange Ave
Post Falls ID 83854
Sent with Proton Mail <<https://proton.me/>> secure email.

Amber Blanchette

From: Marsha Lynne Marhofke <gtxmlm@yahoo.com>
Sent: Tuesday, September 13, 2022 3:25 PM
To: Amber Blanchette
Subject: Ashford Place Annexation File No. ANNX-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.

RE: Ashford Place Annexation
File No. ANNX-22-5
From: Marsha and James Marhofke
2337 N Howell RD
Post Falls, ID 83854
Email: gtxmlm@yahoo.com

Please vote **NO**..we are against annexation.

When we purchased our home..we knew that taxes were higher in Post Falls.
The wonderful part of our area was that there was open land and homes were further apart. We could hear cows, horses, chickens and coyotes..now just traffic with loud exhausts and vehicles going over the speed limit on our road and McGuire.

No one can tells us exactly how many homes would go in this area and location of entrance roads to subdivison. In the past few years a wonderful older home was remodeled on Grange Ave and another new home was built right next to this property..a tear and heartbreak for these families. All everyone will have is more congestion, dust, dirt and noise. This annexation was recently voted against, please do this again. Other wise it will be just like school bonds..they will just keep wasting everyone's time.
A subdivision was approved at the corner of McGuire and Midway, within the last couple of years..That area is a total mess since it was started..home owners on Midway Ave can not even drive to there homes off of McGuire right now.
please vote against annexation.

Respectfully,
Marsha Marhofke

MEMORANDUM

September 9, 2022

To: Honorable Mayor and Council
From: Teresa Benner, Human Resources Director
Re: **New Business – FY 23 Policy Changes**

The policies below were originally discussed during the September 6, 2022 Council Workshop. Tonight we request adoption of the new policies as presented and updated in the Employee Personnel Handbook,

Below is a summary list of the suggested adjustments to the City personnel policy per best practices for retention and recruitment efforts as well as a few housekeeping changes. For more detail, please refer to the attached drafts.

Article IV – Hiring Practices

- **Sec 410 Salary Practices**
 - Housekeeping Items
 - Compression Issues
 - Anniversary Increases
 - Senior Level Criteria
 - Creating a Progression Level

- **Sec 411 Incentive Pay Policies (New)**
 - Please refer to new policy in the packet

- **Sec 804 Holidays Observed**
 - Adding Juneteenth

- **Sec 808 Leave Without Pay – Authorized**
 - Housekeeping
 - Delegating responsibility

410 Salary Practices

New Hires: Regular full-time employees working 30-40 hours and year-round, regularly scheduled part-time employees may be hired at a wage 5% below or 5% above the initial grade for their position depending on previous experience in the position for which they have been hired or in the event they do not meet the minimum qualifications of the job.

In those instances, documentation on the deficiencies (ie: lacking a CDL or other required skill set) and the remedy needed with appropriate timeline for completion must be noted in the offer of hire, with an understanding that if not met, the City has the option of terminating employment or extending the probation for a specified period.

A six-month period is intended to offer new full-time employees a training period and evaluation of their skill-sets progress. At the end of a six-month period if employee is performing at acceptable standards, employee's wage will be increased by 5%. However, all employees are subject to a 12-month probationary period and are considered "at-will" during this time. Police Department employees' probationary periods and subsequent increases may be extended due to training periods.

The City reserves the right to hire an employee at a higher rate than indicated by the minimum grade to attract employees with experience and/or exceptional qualifications. The City Administrator, in consultation with the Finance Director and Human Resource Director, must pre-approve any employment offers in excess of the approved hiring range New hires may be eligible for increases upon successful completion of the first six months of employment. Evaluation of compression issues will take place in September and March.

Returning Employees: Returning full-time employees may be hired back at their former position, wage and accrual at which they left if they are re-employed within a 90-day period. Returning employees may be subject to a shorter probationary period as recommended by their Department Head. Returning Seasonal Employees may be eligible for annual increases subject to budget availability. Returning employees are not eligible for a 6-month anniversary increase unless they have taken a job at a promotional level.

Promotions: The City of Post Falls strongly supports promotion from within and internal candidates may be given weighted consideration based on their experience, years of service and overall abilities as it relates to the position for which they are applying and may be considered for an interview during the recruitment process. Supervisors wishing to promote a particular internal candidate will conduct an evaluation of the employee's current position and must receive approval from the Department

Head and Human Resources Director before making a promotional offer. ~~Final approval of a promotion rests with the City Administrator.~~

Employees not meeting performance expectations or subject to recent (within one year) disciplinary action are not eligible for promotion. Promoted employees to a new position that significantly changes their role will be awarded 5% from their current rate of pay or start at the beginning of the new grade; whichever amount is greater. Promoted employees to a new title above their current grade may be eligible for an increase after successfully completing a six-month review period. Employees receiving a Senior level designation do not qualify for the promotional increase.

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NEW POLICY

411 City of Post Falls Incentive Pay Policy

The City of Post Falls employee incentive policy allows for Department Heads, with input from the Human Resources Director and Finance Director and the approval of the City Administrator, to offer monetary incentives to employees when they meet the following criteria in eligibility and incentive type. All incentive pay is dependent on available city and department budget capacity and is in addition to normal pay increases.

Eligibility:

To be eligible for the incentive payment, an employee:

- Must have been employed full-time for six months.
- Must have a satisfactory performance rating.

Types:

“Sign On” Incentive – Departments may offer sign on incentives in areas where the City is having difficulty in attracting viable candidates for a category of approved positions. An example may be Street Maintenance Workers or Patrol Officers. These incentives would require Human Resources to sign off on the inability to attract qualified candidates and would require all other approvals listed in the policy. To be paid out at the end of six months of employment.

“Retention” Incentive – Departments may offer “retention” incentives in areas where the City is having difficulty with high turnover of employees for a category of approved positions. These incentives would require Human Resources to sign off on the high turnover issue and would require all other approvals listed in the policy.

“Hardship” Incentive – Departments may offer “Hardship” incentives to staff who have performed commendably throughout a prolonged period of difficult circumstances. Examples could include operating for months with short staff and mandatory overtime or working well outside a job description for an extended time to assist another workgroup where the work outside the job description has not been compensated through a different program such as special duty pay.

Procedures:

How to Calculate allowed incentive amount:

The incentive may be based on an hourly calculation or monthly calculation for the period of time in which the incentive is effective.

Maximum – the Sign On, Retention and Hardship incentives can be no more than 15% of the employee’s annual projected pay.

“A la carte” Option – The City may offer “A la carte” incentives to full-time staff who have been employed for at least six months. This incentive program is intended to assist employees with everyday cost of living expenditures or as a retention tool for employees considering retirement. Department Heads will determine the funding and eligible reimbursement items annually and notify employees.

A la carte option per eligible employee:

- **Cash** payment for any eligible employee that completes a full year of work by September 30th (subject to PERSI and other applicable taxes)
- **Contribution** to 401K or 457 for any eligible employee that completes a full year of work by September 30th (tax deferred)
- **Monthly Gift Card** that could be used for Gas and/or other household expenses

- **Note:** Incentive Pay is provided at the discretion of the City of Post Falls and the City of Post Falls reserves the right to administer, modify, or terminate the plan with or without notice.

804 Holidays

I. Holidays Observed

Regular full-time employees and regular part-time employees working greater than 20 hours per week will be eligible for holiday pay, proportionate to a full-time schedule worked, as described below.

The following are City-recognized holidays:

New Year’s Day	January 1
Martin Luther King Day	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving	Fourth Thursday in November
Christmas	December 25

The Mayor and City Council may declare other holidays. If a holiday falls during an employee’s vacation, or other approved absence, the employee will receive holiday pay, subject to the limitations outlined below. This applies to the paid and unpaid portions of Family and Medical Leave. Employees on disciplinary suspension without pay or leave without pay are not eligible for holiday pay.

808 Leave Without Pay - Authorized

This policy applies to absences under any circumstances that are not covered by other policies in this section. Requests for a leave of absence without pay (LWOP) must be made as far in advance as possible in writing to the Department Head with beginning and ending dates of the leave. A request for leave without pay will be considered by each Department Head depending on the circumstances of the request and operational issues. The Department Head will notify the ~~City Administrator~~ **HR Director** of the rationale for the decision in writing.

Employees denied LWOP may appeal the decision to the ~~City Administrator~~ **HR Director** using the city's appeal process. Leave without pay may only be granted in increments of full days (1/10th of a pay period) for exempt employees. Hourly employees may be granted LWOP in whole hour increments.

A leave of absence without pay may not normally exceed 30 calendar days in duration. LWOP in excess of thirty (30) calendar days shall require approval by the HR Director. An employee who does not return following an approved leave of absence without pay will be considered a voluntary termination. It is solely the City's decision whether to allow the employee to return to work.

~~Sick leave, vacation leave, Paid Time Off (PTO)~~ and other City benefits, **including benefits and contribution amounts** may be affected by an unpaid leave of absence (LWOP). Approved absences under the Family Medical Leave Act which result in use of LWOP ~~do not~~ may affect benefits. Use of more than 80 hours non-FMLA LWOP per budget year may cause an adjustment in longevity (hire date) which affects future leave accrual. Use of more than 40 hours of non-FMLA LWOP in a given month may cause a prorating of city-provided flexible benefit dollars as if the employee were employed part time. The ~~City Administrator with the concurrence of the Mayor~~ Department Head with the concurrence of the HR Director may extend the rights of accrual upon written request of the employee when deemed to be in the best interests of the City.

RESOLUTION FOR FY23 POLICY CHANGES TO PERSONNEL HANDBOOK

WHEREAS, The City of Post Falls undertakes periodic updates to the City’s adopted personnel policies; and

WHEREAS, The City’s Human Resources Director has recommended changes to Sections 410, 411, 804 and 808 of Article IV, Hiring Practices of the Personnel Handbook; 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 Handbook attached hereto as **Exhibit A** are adopted.

APPROVED by the City Council on this _____ day of September, 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:



PERSONNEL HANDBOOK

CITY OF POST FALLS
408 N. Spokane Street, Post Falls ID

Adopted 08/02/2022

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Article I INTRODUCTION

This manual was written to provide important information about working at the City of Post Falls. The policies in the manual explain many of the benefits of working for the City. The manual also explains the City's expectations and rules regarding employees, while explaining employees' rights and responsibilities.

101 Introduction to the Manual

Purpose

This manual is to serve as a guide for City of Post Falls' management in the administration of personnel programs throughout the City.

Each employee will receive a CD or hard copy of this manual to read upon hire to the City. A copy of the current manual will also be available on the City's intranet. Employees will be notified through email or written notice when a revision, addition, and/or deletion to the policies manual occurs. It is the responsibility of the employee to keep their manual up to date as revisions are supplied. Employees will be asked to certify their receipt of this manual and any revisions adopted by the City Council.

This manual is a statement of City policy and is subject to change and revision as determined appropriate by the Mayor and the Council. Administrative procedures may be adopted by the City Administrator to carry out Personnel Policy. Substantive revisions of Personnel Policy are adopted by Resolution of Council. **This manual is not a contract between the City and its employees.** Its purpose is to explain the City's personnel policies. However, the policy manual cannot cover every situation or answer every question about policies and benefits at the City of Post Falls. Employees may make suggestions for changes to this manual in writing to the City Administrator or his/her designee at any time.

The City of Post Falls is committed to providing high quality service to the public and employees who work for the betterment of the community. In accepting employment with the City of Post Falls, each employee is governed by and expected to comply with these policies and procedures, and the policies and procedures of the department in which he/she is employed. Employment with the City is for an indefinite period of time, regardless of the position hired into.

Where this Policy provides guidelines or policies for supervisors, it is directory in nature only. Failure of supervisors to follow such direction may be reflected in the supervisor's performance evaluation, but it does not establish additional rights for employees. The City

reserves the right as an employer to vary application of these general rules in order to maintain, retain, or sustain valuable employees.

Where this Policy indicates approval for an action required by the Mayor, City Administrator, or department head, such approval may be given by a designee.

102 Application of the Manual

These policies apply to all employees of the City of Post Falls unless specifically stated otherwise in the context of the policy or unless superseded by a specific contractual arrangement. Employment agreements with the City must be approved by the City Council and signed by the Mayor. Notwithstanding any policy provision to the contrary, appointed officers of the City are subject to appointment and removal from their positions in accordance with applicable provisions of state law.

This policy manual relates to matters of personnel management and does not address departmental procedures, standard practices, or technical matters relating to departmental operations. Department Heads have authority to make departmental policies so long as said policies do not conflict with the policies outlined in this manual or other determinations made by the City Council; comply with all federal, state, and local laws and codes; fit within the organizational and management framework of the City; and apply directly to the conduct of departmental employees and the business of the department. As with all elected public officials, the Mayor and Council are ultimately responsible to the residents of the City of Post Falls. The terms set forth in this manual reflect public entity policy at the time of its printing, but are subject to change at any time, without prior notice, and at the sole discretion of the City.

103 City Organization

The City of Post Falls operates under the Mayor/Council form of government. The City Administrator is appointed by the Mayor with confirmation of the Council. The City Administrator is subject to direction from the Mayor and is responsible for the management and supervision of the City departments. Department Heads are appointed by Mayor and Council and responsible for the efficient management and operation of their respective departments. Where this manual indicates Mayoral responsibility or authority, this includes the person designated to act in the Mayor's absence or at the Mayor's direction.

Article II GENERAL MANAGEMENT PRACTICES

It is the mission and goal of the City Council, Mayor, City Administrator, Department Heads, Managers, Supervisors, and employees to provide state of the art services through best practices; and to respond to the needs of the public through programs and practices that:

- Serve the public interest
- Exercise fiscal responsibility
- Protect the City and City interests
- Support departments in the achievement of goals and objectives, and
- Strive for lawful treatment of employees according to federal laws, state code; local ordinances; and city and department policies

201 Unlawful Discrimination

Unlawful discrimination is engaging in any act which discriminates because of race, color, national origin, sex, religion, creed, marital or veteran's status, age, the presence of a disability or any other specific identified basis prohibited by local, state, or federal laws. This includes all actions within the City of Post Falls including the hiring process, employee conduct and any appeals procedures.

202 Americans with Disabilities Act (ADA)

OVERVIEW OF ADA:

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination against disabled workers or job applicants and covers all private employers with 15 or more employees and state and local governments, regardless of the number of employees. The ADA Amendments Act (ADAAA), which was signed into law in 2008, expands the interpretation of the ADA's coverage and the definition of which disabilities are covered under it.

Purpose:

This policy is intended to provide applicants, employees and supervisors with an understanding of who is eligible for reasonable accommodation under the ADA and under what circumstances reasonable accommodation might be sought.

Policy:

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities

and that, when needed, provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the City of Post Falls to comply with all federal and state laws concerning the employment of persons with qualified disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the City of Post Falls. Contact the Human Resource department with any questions or requests for accommodation.

Independent Medical Opinion:

The HR Director has the authority to obtain, at the City's expense, an independent medical opinion concerning the impairment for which an employee seeks an accommodation. In the event of conflicting recommendations, a third independent opinion may be sought. The failure of an employee to cooperate in obtaining such an opinion will result in the cancellation of the request for accommodation.

Disability Determination:

The HR Director in consultation with Legal Counsel shall determine if the applicant or employee has a substantially limiting impairment of a major life activity that prevents the individual from performing one or more essential job functions, or from enjoying the same benefits and employment privileges as are enjoyed by similarly situated employees without disabilities.

There may be instances where there is no reasonable accommodation that enables the employee to perform the essential functions of the job. Although there is a requirement to provide a reasonable accommodation to a person who is qualified under the ADA, there is no requirement to provide the exact accommodation requested by the individual.

Confidentiality:

Any records or information as a part of the accommodation process that reflect diagnosis, evaluation, or treatment of an employee's medical or mental health condition are confidential and shall be maintained by the HR Director in a separate file apart from other personnel records. Such records shall be shared with only those employees who have a need to know in order to implement the accommodation process; and shall not be released except as required by law.

Additional questions from applicants, employees or supervisors regarding Disability Accommodations should be directed to the HR Department.

ADA Procedures for Applicants and Employees

Initiating the Accommodation Process

Applicants for employment can initiate a request for accommodation by contacting HR or indicating the need for accommodation in the space provided on the City Application Form. Employees can initiate the accommodation process by requesting an accommodation for a disability from the HR Department or by making such a request to the employee's immediate supervisor or department Head, either verbally or in writing.

Supervisors or Department Heads who receive a request for accommodation shall immediately notify the HR Director.

Processing the Accommodation Request

Upon receipt or referral of an accommodation request, the HR Director will begin the review process. The process will involve verifying the disability for which the accommodation is requested, contacting the supervisor to determine or verify essential job functions and, after a determination that the disability is covered under the law, engaging in or facilitating discussions with the employee and supervisor and Department Head (and possibly health care provider) concerning reasonable accommodations.

Employees will be required to provide written documentation as indicated below.

Documentation of a Disability

An Accommodation Request form will be provided to employees by HR which will serve to provide written documentation from their health care provider concerning the impairment, the degree of impairment, and the major life activities affected by the impairment at the time an accommodation is requested.

Applicant or Employee Responsibility:

An applicant or employee are responsible for ensuring that the request form is completed and sent to the HR Director via fax, mail or electronic transmission by their attending health care professional. Reasonable accommodations will not be provided prior to the receipt of adequate documentation as determined by the HR Director.

The documentation provided by an applicant or employee must be from a qualified health care professional and must clearly identify and describe the following:

- The specific impairment(s) causing the disability;
- The major life functions or activities affected by the impairment;
- The degree of limitation to those functions and activities caused by the impairment.

Receipt of Documentation:

After receiving the documentation from the health care provider, the HR Director will review the medical information to determine its adequacy. If the information provided is incomplete, unclear or inconsistent, the HR Director may request that the applicant or employee obtain additional or clarifying information from their health care provider.

Non-receipt of Documentation:

Accommodation may not be considered without appropriate documentation from the employee's health care provider.

Reasonable Accommodation Determination:

- If an applicant is found to have a qualifying impairment, the HR Director will work with the individual to make reasonable accommodations to the application process.
- If an employee is found to have a qualifying impairment, the HR Director will work with the individual and the Department Head to identify and discuss reasonable accommodations that will enable the individual to perform the essential functions of the job.

203 Equal Employment Opportunity (EEO) Statement

The City of Post Falls does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, non-job-related disability, or any other characteristic protected by law and will act in compliance with all applicable state and federal laws.

204 Immigration Law Compliance (I-9)

The City of Post Falls is committed to employing only people who are United States citizens or who are aliens legally authorized to work in the United States. We do not illegally discriminate because of a person's citizenship or national origin.

Every new employee at the City is required to complete the Employment Eligibility Verification Form (I-9) and provide acceptable documents that demonstrate identity and employment eligibility as required by law.

Employees terminating employment with the City of Post Falls and are then subsequently rehired, must complete another I-9 Form if the previous I-9 with the City of Post Falls is more than three years old; if the original I-9 is not accurate anymore; or if the City has destroyed the original I-9.

For questions regarding immigration laws, contact the Human Resources Department.

205 Veterans Preference

The City of Post Falls will accord a preference to employment of veterans and qualified family members of the US armed services in accordance with the provisions of USSERA and Idaho Code title 65, chapter 5 or its successor. In the event of equal qualifications for an available position, a veteran who qualifies for the preference pursuant to Idaho Code Section 65-502 or its successor will be given preference.

Any qualified veteran who has been restored to his/her position in accordance with Idaho Code § 65-508 will not be discharged from such position without cause for a period of one (1) year after such restoration. During this one-year period, a returning veteran will be entitled to an opportunity to be heard prior to termination. Such returning veteran will also be considered as having been on an unpaid leave of absence during his/her period of military duty. He/she will be restored to his/her position without loss of seniority, status or pay. *See also [Military Leave](#).*

206 Nepotism/ Hiring of Relatives

No person will be employed by the City when the employment would result in a violation of provisions found in Idaho Code, including but not limited to I.C. § 59-701 et seq., I.C. § 18-1359 and their successors. Any such employment made in violation of these sections may be void. The appointment or employment of the following persons is prohibited:

- a. No person related to the Mayor or City Council member by blood or marriage within the second degree will be appointed to any compensated office, position, employment or duty; and
- b. No public servant, including Elected Officials and employees, will appoint or vote for the appointment of any person related to him/her by blood or marriage within the second degree to any compensated office, position, employment or duty. This means no one related within the second degree to anyone involved in any way in the hiring process can be hired and/or that no one related to an applicant within the second degree can take part in the hiring process.

An employee whose relative is subsequently elected may be eligible to retain his/her position and pay increases as allowed by relevant provisions of Idaho law, including Idaho Code § 18-1359(5).

207 Volunteerism

The City of Post Falls recognizes its responsibility to help enrich the surrounding

communities of residence and work. The City encourages its employees to become involved in their communities, lending their voluntary support to programs that positively impact the quality of life within our communities.

Volunteer time should not conflict with work schedules and other work-related responsibilities nor should it create need for overtime or cause conflicts with other employees' schedules.

Time away from work for volunteering purposes may occur during lunchtime with Department Head approval, before work, after work or on days off, depending upon the type of volunteer program the employee is involved in, unless otherwise authorized by the City.

City employees may volunteer their time for City-sponsored events, so long as the employee does not work for the department conducting the event or perform similar duties for another city department.

Article III EMPLOYMENT STATUS AND RECORDS

The City seeks to maintain a work environment within the reasonable parameters of normal working conditions and the law. In keeping with this philosophy, the City will protect the interests of both the City and employees through compliance with the Fair Labor Standards Act (FLSA). The City also seeks to protect employees' privacy rights through compliance with federal privacy statutes and sound management practices.

301 The Nature of Employment

Employment at the City of Post Falls is voluntary and employment status is for-cause once the employee's required period of probation following initial employment, promotion or transfer. For-cause employment status indicates an expectation of continued employment upon maintaining acceptable job performance and citizenship. However, changes in budget appropriations or fiscal management strategies, reductions in force, or reorganization of work can result in termination or reassignment. Such policy choices implemented by the City Council can occur without providing an opportunity for hearing for affected employees. Employment can be discontinued for disciplinary or performance reasons following completion of the hearing opportunity provided by this policy or by the passage of time during which a hearing opportunity is authorized. Employees who serve as officers of the city pursuant to appointment in accordance with state law or whose employment is governed by the terms of a council approved employment contract are subject to the respective provisions of state law concerning appointees or to the terms of the contract, rather than the hearing procedures provided hereby. If there is a conflict between contract provisions and state law procedures, state law procedures prevail.

The policies in this manual are not intended to create a contract. The provisions in the handbook have been developed at the discretion of the City and, may be amended or cancelled at any time, at the sole discretion of the City of Post Falls.

These provisions replace all other existing policies and practices and may not be changed or added to without the express approval of the City Council. The Mayor and City Administrator are allowed practical flexibility in applying the policies set forth in this manual.

302 Employee Classification and Status

Based on job responsibilities and terms of employment, employees are classified to be either exempt or nonexempt according to Fair Labor Standards Act (FLSA) requirements. Different employment classifications are essential in determining eligibility for various benefits and to ensure that the City meets applicable legal requirements. It is the responsibility of each employee to make the City aware of any concerns regarding employment classification.

I. Employee Status - Exempt and Nonexempt Positions.

All positions and associated employees are classified as either exempt or nonexempt pursuant to the FLSA.

A. Exempt. Exempt employees are paid on a salary basis and hold positions that meet specific tests established by the FLSA, resulting in exemption from overtime pay requirements. FLSA exemption status is determined by the Human Resources Director in consultation with the City Attorney consistent with the actual work performed.

B. Nonexempt. Employees whose positions do not meet the established FLSA exemption tests are subject to overtime requirements and are paid one and one-half times their regular pay rate for hours worked in excess of forty hours per week or receive an equivalent amount of compensatory time in lieu of overtime pay. The default compensation for overtime work is compensatory time.

C. Law Enforcement Employees Pursuant to Section 207(k) of the FLSA and 29 C.F.R. Part 553, the City has elected to establish the work period for computation of overtime/compensatory time for sworn law enforcement personnel as hours worked in excess of 80 hours in a 14-consecutive-day work period. The work period begins at 12:00 a.m. on Saturday and runs for 14-consecutive days, ending at 11:59 p.m. on Friday. Applicability of the 207(k) exemption applies only to officers who qualify pursuant to Federal law, typically those with powers of arrest.

II. Employee Classification/Benefits Eligibility.

Employee wages or salary, benefits, and job duties are affected by employee classification and job description. The following are the employee classifications the City uses to determine eligibility for certain employee benefits. Benefits are subject to the terms and conditions of contracts between the City and benefit providers. Employees may fall into more than one of the following categories:

A. Regular Full-Time Employee: An employee regularly scheduled to work at least 30 hours per week. Such employee is eligible for employee benefits subject to the benefit waiting period.

B. Regular Part-Time Employee: Part-time employees are regularly scheduled to work more than 20 hours, but less than 30 hours per week. Such employees are eligible for certain employee benefits on a pro-rated basis, subject to the benefit waiting period.

- C. Casual Employee:** A casual employee typically works less than 20 hours per week or on an intermittent or as-needed basis. A casual employee is not eligible for employee benefits beyond those required by law.
- D. Five (5) Month Temporary Employee:** An employee who may work full time, but will not exceed a 5-month period of employment. A 5-month temporary employee is not eligible for employee benefits beyond those required by law.
- E. Eight (8) Month Temporary Employee:** An employee who may work full time in a position that is limited by the weather and growing season, but will not exceed an 8-month period of continuous employment. 8-month temporary employees whose employment is dependent on weather and the growing season are not eligible for employee benefits beyond those required by law.
- F. Seasonal Recreation Employees:** An employee who is hired for a seasonal recreation program not to exceed 5 months. This includes summer camp employees, lifeguards, and ticket takers. These employees are exempt from the Fair Labor Standards Act and are not eligible for overtime compensation or for employee benefits beyond those required by law.

III. Employee Benefits Required by Law:

All regular employees working twenty (20) hours per week or more, and for more than five (5) consecutive months but are not subject to the 8 month exception affected by the weather and growing season will be eligible for and required to pay contributions to the Public Employees Retirement System of Idaho ([PERSI](#)) in accordance with Title 59, Chapter 13, Idaho Code. The City contributes to the retirement system on behalf of each qualifying employee.

All employees are covered by Worker's Compensation Insurance in the event of accident that occurs within the course and scope of one's employment.

See also [Compensation & Benefits](#).

303 Initial Review Period - Probation

All year-round employees hired to work 20 hours a week or more are required to serve a probationary period upon initial employment or rehire with the City for a minimum period of twelve (12) months.

Full-time employees are considered at will during the probationary period and either the employee or the City may end the employment relationship at their discretion for any reason except for violations of unlawful discrimination or harassment policies with or without advance notice. During the probationary period an employee shall not have the limited expectation of continued employment provided by this policy to non-probationary employees.

Seasonal, Casual and Temporary employees are considered at-will and may be terminated at any time, with or without cause.

An employee promoted or transferred to a position in a different pay grade or job description shall serve an initial probationary period of six (6) months.

Extended Probation: The probationary period may begin upon hire or when the employee successfully completes any minimum training or certifications required to qualify for the position. Department Heads may choose to extend probation in order to allow additional time to obtain required certifications or impose probation through the disciplinary process.

All sworn Police Department members and Emergency Communication Officers will begin serving the 12 months' probationary period once they are released, in writing, from their respective training program (FTO/CTO).

Unlawful discrimination is the only basis upon which a probationary employee may appeal his/her dismissal to the City Administrator.

Based upon the written submittal of the employee, the City Administrator may determine whether to conduct a hearing or to act solely upon the materials submitted. The City Administrator may also independently investigate the allegation of discrimination in whatever manner he/she deems appropriate. The decision of the City Administrator is final and shall be communicated to the employee in writing.

See also *Informal and Formal Appeals Policies*.

304 Personnel Files and Records

During the course of employment, the City will maintain records regarding each employee. Employee personnel records are generally confidential.

It is the employee's responsibility to keep the Human Resources Director or Payroll Coordinator informed of address, phone, and family status changes to keep the personnel records accurate and up-to-date and to assure that employee benefits properly reflect family or employment status. Employees are also required to keep department heads informed of changes to keep phone lists and other departmental information accurate.

Personnel information relating to a public employee or applicant including, sex, race, marital status, birth date, home address and telephone number, applications, testing and scoring materials, grievances, correspondence and performance evaluations, should not be disclosed to the public without the employee's or applicants' written consent unless under an order by the court or to respond to an inquiry from a state or Federal agency.

I. Review of Personnel Records

- A. Employee.** Employees have a right to review their personnel files in accordance with the provisions of Idaho Code 9-340.
- B. Department Heads and Supervisors.** Department heads and supervisors may view the employment-related areas of personnel files of employees whom they supervise. They may also view personnel files of employees outside their department for legitimate business reasons, such as that of an employee requesting transfer to their department. The Mayor and the City Administrator may view all employee personnel files. Human Resources Department employees will manage and may review all employee personnel files as necessary to perform the duties of their jobs. City council members may review personnel files in the course of their duties when such review of such records is deemed necessary by the city council through its official action and when such action is permitted by law.
- C. Maintenance of Personnel Records.** Personnel files will be maintained for the period of time as provided by the City's records retention policy. All other records relating to personnel including payroll, applications, examinations, and reports are maintained in compliance with local policy and state and federal laws.
- D. Reference Checks.** Department Heads are authorized to share work-related information concerning performance, attendance and attitude of present and former employees to outside employers seeking reference information. Authorization releases from employees are advised. Other inquiries, such as garnishments, Worker's Compensation, verification of employment, specific dates of hire and other personal information should be directed to the Human Resources Department and will receive a response as allowed by law.

Article IV HIRING PRACTICES

The requirements for hiring practices contained in this manual are directory in nature. The City will endeavor to evaluate persons according to ability, merit, and job fitness by following selection techniques designed to choose employees who will provide quality service to the public. The choice of employees is not an empirical task relying solely upon degrees possessed, skills measured, etc. Selection of an employee can also be premised upon attitude, personality, aptitudes and history of job performance and experience.

The hiring process will be coordinated between the Department Head and the Human Resource Department.

401 Newly Created Positions

Department Heads will be responsible for reviewing financial impact prior to recommending creation of new positions or adding duties to existing positions. Position changes adding to the total number of city employees will be considered as part of the budget process or as otherwise necessary during periodic reorganization. A job description must be completed, reviewed and graded by the Human Resources Director before action on newly created or revised positions may be taken. Revisions to existing positions that impact grade level shall be forwarded to the City Administrator for approval. Final determination of new positions to be presented to Council will be made by the City Administrator and Department Heads.

402 Recruitment and Temporary or Mid-Year Promotions

The Department Head responsible for selection of an open position may recommend promotion of any current employee believed to possess the necessary skills, aptitudes, and attitude for the vacant position without soliciting outside applicants. In other cases, a Department Head may elect to post internally on the City's intranet via email for vacant positions within their Department. Department Heads must have City Administrator approval prior to offering the prospective internal employee the position. Internal promotions will be compensated at a minimum of 5% of the employee's current rate of pay or by using the minimum starting pay of the current range of the new position, whichever amount is greater.

In the event of an actual or projected absence of thirty (30) working days or more, the Department Head, with the approval of the City Administrator, may promote for the duration of the position vacancy another employee on an "acting-temporary" basis. The City Administrator or other designee may extend the duration of such "acting" status when deemed appropriate. When the employee in said position returns or another candidate is hired into the position (and salary resumes), the temporarily promoted individual will return to his/her original position and compensation level prior to the "temporary-acting" promotion.

403 Notification of Vacant Positions – External Recruitment

All job vacancies should be reviewed by the Department Head and the Human Resources Director to determine if there should be any changes in the job description prior to being filled.

Unless filled by internal recruitment, open positions are announced in a manner that is compliant with EEO regulations. Internal promotion or transfer may be used to fill any vacancy within the city's workforce, with or without internal recruitment. Hiring preference may be given to internal candidates where it does not conflict with the Idaho Code regarding military preference. Notices of open positions may be announced using any or all the methods set forth below at the discretion of the Department Head and Human Resource Director:

- Advertisement in the classified section of selected newspapers or other publications
- Advertisement on internet job boards or other appropriate online location
- Registration with the Job Service Office
- City Hall posting
- Announcement on the Public Access TV Channel (Post Falls City Cable 13)
- Announcement on the City's Web Page or other City related communication venues

404 Employee Selection, Evaluation and Testing

Each external applicant for a position shall complete a standard application form or apply on-line as required of all City of Post Falls job applicants. Applicants for City positions may be subject to testing to determine their competence or their abilities to perform certain tasks.

Department Heads, with the assistance of the Human Resources Department, should determine the interview process for positions. The authority to select employees is vested with the supervisor or Department Head who is responsible for overall supervision of that employee. Selection may be based upon multiple criteria which may include but are not limited to; skills, knowledge, experience, work values, attitude, and team congruency. Additionally, selection may be guided by administration and analysis of objective tests and subjective evaluation of personal qualifications.

405 Medical Examinations

Depending on the position, the City may require a candidate for employment to take a physical, psychological or other medical examination as a condition of prospective or continued employment. The City will determine, in advance of recruiting, if candidates will be required to take a pre-employment medical examination. If candidates are required to take a medical or psychological examination, the examination will be required only after

an offer of employment has been made. The offer will be conditioned on the results of the examination and the criteria of the examination will be job-related.

406 Interview Process

The Department Head or designee may conduct interviews to determine the fitness of applicants for a certain position. Interviews should encompass a similar scope of questioning for all applicants for the position. Differences of interview inquiries should be based upon information contained in resumes and application forms or in response to questions asked in the interview process. The Human Resources Department may assist the hiring supervisor with screening and interviewing.

407 Final Selection Decisions

The hiring supervisor should recommend the selection/promotion of an individual to their Department Head. Prior to a job offer being tendered, the Department Head will confirm the specifics of the job offer with the Human Resources Department. The hiring supervisor will work with the Human Resources Department to make an offer of employment to the successful candidate and notify him/her of the starting date of employment and the time and date for orientation. When a written offer of employment is made, it will be the source of definition of terms of employment consistent with the provisions of this manual. All such offers are subject to the terms of this policy, any contract of employment, policy determinations made by the city council or the offer of employment tendered by the City. Except as addressed by written employment contract approved by the city council, terms of employment are subject to change at the sole discretion of the City.

408 New Employee Orientation

New employees will receive orientation by the Human Resources Department and/or Department supervisor. Each new eligible employee will receive a copy of this manual and a description of applicable benefit plans.

The employee should complete the following employment forms on or before the first day of employment:

- Employment Application form
- Employment Eligibility Verification form (I-9)
- Emergency Information Sheet
- W-4 form for tax deductions
- Payments and Wage Deduction Authorization form
- Other forms, as required

Benefit election forms for eligible employees must be completed within the first 2 weeks of employment. To avoid excessive deductions on any one paycheck, forms should be returned to the HR Department during the first work period.

Department Heads or designee are responsible for creating and maintaining a list of all City equipment issued to a new employee including keys, uniforms, and radios. Employees will be required to execute an agreement allowing the city to deduct the cost of unreturned city property from the employee's final compensation upon separation from employment.

409 Employee Performance

Supervisors should have on-going dialogue and feedback with their employees regarding performance. An initial written appraisal should be given within six months from the employee's work start date and conduct bi-annual achievement reports or as individual performance requires.

Employee evaluations are not subject to the formal appeals or complaint process except as it may relate to unlawful discriminatory practices. Final decisions of appraisals rest with the Department Head. Departments utilizing temporary employees should write a summary of performance at the end of the employment period and retained for review in the event of future hire. All full-time employee performance appraisals will be part of the employee's personnel records.

Review Periods: Review periods are intended for the purpose of encouraging one-on-one communication between employees and supervisors and should be used as an opportunity to address any concerns or issues that need to be discussed and/or documented. The Human Resources Department will notify employees and supervisors prior to the designated timelines and send out the appropriate report at the beginning of the review period.

Achievement Reports are intended to be goal oriented and reflect the accomplishments and goals of the employee while clarifying the expectations of the supervisor for the next six-month period. Supervisors will assign a "Pass" or "Fail" designation on the report with corresponding comments to serve as documentation as to the employee's overall performance at the end of the year, which will be used as a measure in determining any merit increases.

410 Salary Practices

New Hires: Regular full-time employees working 30-40 hours and year-round, regularly scheduled part-time employees may be hired at a wage 5% below or 5% above the initial grade for their position depending on previous experience in the position for which they have been hired or in the event they do not meet the minimum qualifications of the job.

In those instances, documentation on the deficiencies (ie: lacking a CDL or other required skill set) and the remedy needed with appropriate timeline for completion must be noted in the offer of hire, with an understanding that if not met, the City has the option of terminating employment or extending the probation for a specified period.

A six-month period is intended to offer new full-time employees a training period and evaluation of their progress. At the end of a six-month period if employee is performing at acceptable standards, employee's wage will be increased by 5%. However, all employees are subject to a 12-month probationary period and are considered "at-will" during this time. Police Department employees' probationary periods and subsequent increases may be extended due to training periods.

The City reserves the right to hire an employee at a higher rate than indicated by the minimum grade to attract employees with experience and/or exceptional qualifications. The City Administrator, in consultation with the Finance Director and Human Resource Director, must pre-approve any employment offers in excess of the approved hiring range. New hires may be eligible for increases upon successful completion of the first six months of employment. Evaluation of compression issues will take place in September and March.

Returning Employees: Returning full-time employees may be hired back at their former position, wage and accrual at which they left if they are re-employed within a 90-day period. Returning employees may be subject to a shorter probationary period as recommended by their Department Head. Returning Seasonal Employees may be eligible for annual increases subject to budget availability. Returning employees are not eligible for a 6-month anniversary increase unless they have taken a job at a promotional level.

Promotions: The City of Post Falls strongly supports promotion from within and internal candidates may be given weighted consideration based on their experience, years of service and overall abilities as it relates to the position for which they are applying and may be considered for an interview during the recruitment process. Supervisors wishing to promote a particular internal candidate will conduct an evaluation of the employee's current position and must receive approval from the Department Head and Human Resources Director before making a promotional offer.

Employees not meeting performance expectations or subject to recent (within one year) disciplinary action are not eligible for promotion. Promoted employees to a new position that significantly changes their role will be awarded 5% from their current rate of pay or start at the beginning of the new grade; whichever amount is greater. Promoted employees to a new title above their current grade may be eligible for an increase after successfully completing a six-month review period. Employees receiving a Senior level designation do not qualify for the promotional increase.

Progression Positions: Certain positions within the City are comprised of two or more grade levels of related job descriptions. Examples include: Patrol Officer and Senior Patrol Officer, Park Worker and Senior Park Worker, and Water Operator and Senior Water Operator.

To create a progression, a department may create two or more job descriptions which outline the distinctions between the two positions. The more advanced description must include clear differentiation in skills, experience, certifications, job responsibilities, etc. from the lower-level description. The job descriptions will be submitted to HR and graded. Positions with minimal differentiation may be rejected by the HR Director. New or modified job descriptions must be approved as outlined in **Section 401 - Newly Created Positions**.

Merit: Overall performance is dependent on any merit increase that may be available in a particular year but is not directly commensurate with a particular score. Meeting or exceeding overall performance may be defined as consistently meeting or exceeding agreed upon personal or division goals, providing excellent customer service internally and externally and working cooperatively and collaboratively with co-workers and other departments to achieve City and/or departmental goals. Any approved merit increase will be added to employees' base pay and is subject to PERSI for reporting purposes.

Employees hired between May 1st and September 30th do not qualify for the year's merit increase but will be provided a 5% increase upon their 6-month anniversary if performing at acceptable standards. COLA increases are provided, if approved, in October.

Special Duty Pay: Special Duty is a temporary pay for exceptional assignments which may be outside the scope of an employee's regular duties or due to the increased hazards of the position. It may also be used as a means of preferential hiring for desired skillsets that can be tracked in an M1 rate and removed if an employee changes positions or no longer possesses a specific credential.

Examples of Special Duty Pay are as follows:

- **Temporary assignment promotion**
 - Detectives Unit
 - Field Training
 - Violent Crimes Task Force Temp promotion due to supervisor vacancies
 - Special Training Assignments
 - Taking on additional duties as assigned by supervisor such as obtaining special certifications (ie: Pesticides, teaching safety classes etc)
 - Approved Certifications or Licensing:
- **Seasonal duties**
 - Lead
- **Additional assignments outside what is considered normal scope**
 - SWAT

- K-9
- Motorcycle
- Range Master

Special duty pay may be determined between the Department Head and the Human Resources Director with final approval by the City Administrator with attention to providing fair and equitable compensation between departments. Special duty pay is subject to PERSI but is not added to base pay and will be capped at a maximum of \$2.00/hr. Special duty pay is discontinued when the duties are no longer being performed.

Shift Differential: Hourly nonexempt employees who are assigned to work on the second or third shift will be paid a shift premium to compensate for the inconvenience of working such hours.

- **Eligibility:** Employees who are assigned to work on a job in which two-thirds of their hours fall on the second or third shift will be eligible for a shift differential; however, shift differential will not be paid to regular day-shift employees working overtime that spills into the second or third shift.
- **Premium:** Effective (Date) the amount of shift premium paid will be \$10.00 per week for the second shift and \$20.00 per week for the third shift and premiums may be adjusted annually per budget approval.

- **Shift Hours:**

Shift No. 1- Day Shift	7:30 A.M. to 4:00 P.M. 8:00 A.M. to 4:30 P.M.
Shift No. 2 – Swing Shift	4:00 P.M. to 12:30 A.M. 4:30 P.M. to 1:00 A.M.
Shift No. 3 – Graveyard Shift	11:00 P.M. to 7:30 A.M. 11:30 P.M. to 8:00 A.M.

There may be variances from the above schedule for second and third shift operations as required by departmental needs.

License Incentive Plans for Water Distribution and Water Reclamation Divisions:

The State of Idaho requires every public water and wastewater utility to employ a responsible operator-in-charge and a backup operator-in-charge who must be licensed at the classification level of the utility system. The classification levels for the Post Falls utilities are:

- Water Operations: Grade 3 Distribution
- Water Reclamation: Grade 4 Treatment and Grade 4 Collection

Continuing education is required to maintain licenses in good standing. For each new license level obtained, Operations staff are eligible for an hourly pay incentive which may be adjusted annually. This incentive will be reflected as a cumulative rate and will be combined with the base rate of pay.

The License Incentive Policy provides the following conditions:

- This plan is in addition to any merit;
- An employee must meet the minimum licensure requirements of their respective job classification;
- The maximum number of license levels that are eligible for incentive pay are as follows:
 - Water Operations: six (6)
 - Water Reclamation: eight (8)
 - Wastewater Laboratory: eight (8)
- Wages may exceed the established top of range by 15% for the job classification;
- Subject to available funds, wage increases for license achievement will be initiated in the first available pay period after HR has received the required proof of licensure and will be made retroactive to the pay period in which the certificate date was achieved;
- The employee must maintain license(s) at the highest level achieved and meet the Idaho license renewal requirements as a condition of continued employment in the subject job classification; and
- To be eligible under this plan, the employee must provide copies of current licenses to Human Resources.

The following Idaho licenses are approved for this plan:

Water Operations Division:

Operator Classifications (6 maximum):

- Water Distribution I, II, III
- Water Treatment I, II
- Backflow Assembly Tester

Water Reclamation Division:

Operator Classifications (8 maximum):

- Wastewater Collection I, II, III, IV
- Wastewater Treatment I, II, III, IV

Laboratory Technician Classification (8 maximum):

- Wastewater Laboratory Analyst I, II, III, IV
- Wastewater Collection I, II

- Wastewater Treatment I, II

Wage Surveys: In an effort to remain competitive with the demographic area, the Human Resources Department will conduct wage surveys of benchmark positions every two to three years or as indicated by market fluctuations beginning in January with a completion date around the end of March prior to budget discussions and will make changes to the kinds & levels charts as necessary and as approved by Council. These surveys may be conducted by independent contractors or by Human Resources, depending on the scope of the survey. To ensure consistency, the HR Department will use the same agency markets unless there are substantial demographic changes to those agencies that would make them otherwise unviable to compare.

Employees may receive increases in the form of scale adjustments, annual increases and merit as outlined in other areas of the compensation plan in the range for which their position is assigned. Merit amounts will be determined annually by the Human Resources Director and the Finance Director, based on budget approval, the market and the PERSI Index. In the event an employee reaches the maximum range, all compensation (except for special duty pay, license incentives or COLA) is “frozen” until such time as the range is readjusted or if the employee moves to another position that offers a higher pay grade.

Employee Grade/Title Change Adjustments: For new or existing positions, Department Heads may submit a request through the approved software process to the Human Resources Department for new positions, position grade analysis or assistance in creating or changing job descriptions. If a position is not approved, consideration will be given in the next fiscal year.

Scale Adjustments: Regular FT and Regular PT employees as defined in the employee personnel policy may be eligible for Cost of Living Adjustments (COLA's) as the scale ranges are changed. Such changes are not based on performance. Recommendations to adjust the scale are determined by the City Administrator and Department Heads. Any approved percentage increase will be added to employees' base pay and is subject to PERSI for reporting purposes. **Any increases are based upon budget availability and approval by Council.**

411 City of Post Falls Incentive Pay Policy

The City of Post Falls employee incentive policy allows for Department Heads, with input from the Human Resources Director and Finance Director and the approval of the City Administrator, to offer monetary incentives to employees when they meet the following criteria in eligibility and incentive type. All incentive pay is dependent on available city and department budget capacity and is in addition to normal pay increases.

Eligibility:

To be eligible for the incentive payment, an employee:

- Must have been employed full-time for six months.
- Must have a satisfactory performance rating.

Types:

“Sign On” Incentive – Departments may offer sign on incentives in areas where the City is having difficulty in attracting viable candidates for a category of approved positions. An example may be Street Maintenance Workers or Patrol Officers. These incentives would require Human Resources to sign off on the inability to attract qualified candidates and would require all other approvals listed in the policy. To be paid out at the end of six months of employment.

“Retention” Incentive – Departments may offer “retention” incentives in areas where the City is having difficulty with high turnover of employees for a category of approved positions. These incentives would require Human Resources to sign off on the high turnover issue and would require all other approvals listed in the policy.

“Hardship” Incentive – Departments may offer “Hardship” incentives to staff who have performed commendably throughout a prolonged period of difficult circumstances. Examples could include operating for months with short staff and mandatory overtime or working well outside a job description for an extended time to assist another workgroup where the work outside the job description has not been compensated through a different program such as special duty pay.

Procedures:

How to Calculate allowed incentive amount:

The incentive may be based on an hourly calculation or monthly calculation for the period of time in which the incentive is effective.

Maximum – the Sign On, Retention and Hardship incentives can be no more than 15% of the employee’s annual projected pay.

“A la carte” Option – The City may offer “A la carte” incentives to full-time staff who have been employed for at least six months. This incentive program is intended to assist employees with everyday cost of living expenditures or as a retention tool for employees considering retirement. Department Heads will determine the funding and eligible reimbursement items annually and notify employees.

A la carte option per eligible employee:

- **Cash** payment for any eligible employee that completes a full year of work by September 30th (subject to PERSI and other applicable taxes)

- **Contribution** to 401K or 457 for any eligible employee that completes a full year of work by September 30th (tax deferred)
- **Monthly Gift Card** that could be used for Gas and/or other household expenses

Note: Incentive Pay is provided at the discretion of the City of Post Falls and the City of Post Falls reserves the right to administer, modify, or terminate the plan with or without notice.

Article V EMPLOYEE CONDUCT AND RESPONSIBILITIES

Attitude and Public Service are Priorities

Public service is the priority element of each city employee's job. Each employee is expected to work cooperatively and constructively with fellow workers and provide public service of the highest quality and reliability within the scope of his or her job responsibilities. The public and co-workers must be dealt with in a courteous manner and every effort must be made to provide an answer to a question, to offer a solution, or to explain a problem. If in doubt about a proper response, employees should consult with their supervisor.

501 Personal Performance and Behavior

Each employee will be expected to conduct him or herself in the workplace in an appropriate manner. Employees are not required to follow any request which is unlawful or outside of accepted safety procedures. The following are examples of workplace conduct that may result in disciplinary action, up to and including discharge:

- Failure or refusal to carry out job assignments and management requests;
- Unauthorized release of confidential information;
- Failure to follow proper safety procedures, or to report an unsafe condition, or to report an accident;
- Falsification of any work, personnel, or other organizational records, or other forms of dishonesty;
- Unauthorized taking or removal of employer or co-worker funds or property, or unauthorized charges to a City account;
- Unlawful discrimination against or sexual harassment of co-workers;
- Possession, consumption, sale, or being under the influence of alcohol or a controlled substance at work or on work premises (exceptions: the use of medications as prescribed by a physician, with supervisor's knowledge and approval; transportation of evidence by police officers or necessary possession,

consumption, sale, or being under the influence as a result of undercover work of law enforcement);

- Causing deliberate or permitting negligent damage to City property or that of other employees;
- Fighting with or threatening another employee or the use of abusive and/or profane language;
- Inefficient, negligent, or below-standard performance; sleeping on the job;
- Excessive absenteeism, tardiness, or failure to report in when absent or late for work;
- Use of City time or equipment for personal or political purposes not related to assigned duties or as defined by personnel or operating policy; or violation of the provisions of the city code, ordinances, state or Federal laws, City or departmental policy and these rules and regulations prescribed by the City Council or department head.
- Displaying an uncooperative or disagreeable attitude when dealing with co-workers or members of the public. A positive and constructive attitude is an essential part of each job performed by employees of the city

This is not an all-inclusive list, other conduct that adversely affects job performance, operational efficiency or effectiveness or the reputation of the City may also be grounds for disciplinary action.

Employee appearance is also an important element in how the public perceives the City. In general, employees are expected to dress in a conservative manner, maintain clean personal hygiene, and follow departmental dress and conduct standards adopted by Department Heads to meet operational needs.

502 Code of Ethics

Employees of the City of Post Falls are expected to:

- Protect the integrity of the City;
- Assure their independence, impartiality and honesty in performing their duties;
- Inform their supervisor of personal interests that may present a conflict of interest between their public position and private concerns;
- Prevent their position from being used for personal gain;
- Ensure that they conduct themselves in an appropriate manner and refrain from engaging in any activities, employment or business that might reasonably be interpreted by the citizens of the City as interference with, or compromise of, their position as a City employee serving the public interest.

503 Conflict of Interest

City employees shall not profit from, nor have private interest in, directly or indirectly, any contract or expenditure of public funds under their control. Employees who may have a conflict of interest in a discretionary matter in the course of their official duties, whether the matters be regulatory, adjudicative, contractual, or involve formation of public policy, should immediately withdraw without action and disclose the conflict to their supervisor or to the board or commission they might serve, as appropriate. (Refer to Idaho Code Sections 59-701 to 59-705 and sections 18-1351 to 18-1358)

City employees shall not serve on any board or commission which regulates or otherwise affects the official duties or personal interests of said employee in a way that could create disadvantage for the public.

504 Secondary Employment

Employees may hold other positions of paid employment by completing a [Request for Approval of Outside Employment](#) and receiving written Department Head approval. The Department Head shall not approve other employment if:

- The nature of the other position creates a conflict of interest with the City position; **or**
- The duties of the other position would so fatigue the employee as to cause him/her to be less than fully productive, adversely affect the employee's ability to return from Family Medical Leave (FMLA), or create safety concerns in the opinion of the Department Head; **or**
- The outside employment takes preference over regular or extra duty that may be required by the City; **or**
- The outside employment is in conflict with an employment contract or agreement between the employee and the City.

505 Gifts and Gratuities

Employees with exercising authority shall not accept any discretionary gifts, services, or other privileges offered or given by any person or organization which:

- Is under contract with the City for provisions of goods and services;
- Is, or could be, regulated or administered by an agency of City government;
- May reasonably be expected to have any future interest in securing contracts, or being a vendor of supplies, equipment or service to the city.

Exception: Normal business courtesies such as lunch, and trivial benefits which have a minimal value (under \$50.00) and will not create the appearance of influencing the employee's behavior may be accepted or with the exception of Human Resource drawings or donated gifts as a result of in-house programs for the benefit of City employees are not subject to the above provisions.

506 Social Media and Other Private Business Activities

Social media is a useful tool to promote the goals of the City and its departments. This policy provides helpful guidelines for employees who use social media such as Twitter, Facebook, Pinterest, YouTube, Tumblr, Google Plus, Insta-gram, etc. for personal purposes while off duty and utilizing their own devices. Additionally, this policy provides standards and procedures for the use of official City of Post Falls social media sites.

Social media is a growing tool to connect with family, friends, colleagues and the world, but it also presents certain risks. To assist City employees with responsible use when using social media, we have established these guidelines.

Employee Personal Use

- Privacy does not exist in the world of social media and careful consideration should be taken when referencing the City of Post Falls, City departments, co-workers or City business or policies. Search engines can turn up posts years after they are created, and comments can be shared or copied.
- Employees should not represent themselves as a spokesperson for the City of Post Falls or any of its departments, unless it is part of their official duties, on an official City of Post Falls site. If an employee creates online posts related to the City, its policies, operations or its staff, or their employment, they must make it clear that they are not speaking on behalf of the City. It is best to include a version of a disclaimer that the opinions expressed are your own and do not necessarily represent the views of the City of Post Falls. "I am an employee of the City of Post Falls, but the opinion expressed here is mine."
- Any confidential or privileged information acquired by an employee because of their employment with the City cannot be disclosed via social media. This includes, but is not limited to, internal reports, policies, procedures, other internal business-related confidential communications, and any personal confidential information.
- Employees should limit personal social media during working hours.
- Employees should respect their audience and the City's workplace rules. Anything that is not acceptable in the workplace is not acceptable online - personal insults and obscenities, ethnic slurs, etc.
- Postings that include discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject employee to disciplinary measures up to and including termination.
- An employee's City email address should not be used to register on social networks, blogs or other online tools unless it is part of their official duties, on an official City of Post Falls site.

Administering Official City Social Media Pages:

While the City's website (www.postfallsidaho.org) is the City's primary internet presence, the City recognizes that social media may reach a broader audience. The following establishes City-wide social media use policies, protocols and procedures intended to mitigate associated risks. Departments using social media technology prior to the implementation of the City's Social Media Use Policy shall take necessary actions to comply.

- All City of Post Falls social media sites posted by individual departments must first be authorized by the Department Director and will then be subject to written approval by the City Administrator or designee.
- To establish a social media account, the department must inform the City's Information Technology Administrator and provide them with a login and password. The IT Administrator will have the authority to remove any prohibited content from any City social media site upon request by City Administrator.
- Account password information shall only be shared with authorized staff that has been designated by the department director.
- Any employee responsible for maintaining a social media page must sign a contract agreement acknowledging this policy and their responsibility.
- City social media sites shall comply with the Post Falls email-internet policy and federal and state laws and regulations including, but not limited to, copyright laws, records retention laws, the Access to Public Records Act, the First Amendment, privacy laws, and employment related laws.
- Each department is responsible for monitoring postings on their social media page, and taking appropriate action when necessary, to protect the public from inappropriate or technically harmful information and links. Inappropriate posts include but are not limited to the following types of postings regardless of format (text, video, images, links, documents, etc.):
 1. Comments not topically related;
 2. Profane language or content;
 3. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regards to public assistance, national origin, physical or mental disability or sexual orientation;
 4. Sexual content or links to sexual content;
 5. Solicitations of commerce;
 6. Conduct or encouragement of illegal activity.

Private Business Activities

Employees shall not engage in private business activities during their working hours and shall not use City property or facilities for such activities. Employees may not solicit other employees during work times, except in connection with a City approved or sponsored event nor may they distribute literature of any kind during work times, or in any work area at any time, except in connection with a City-sponsored event without approval of the City Administrator or Mayor. In addition, private business enterprises operated by city employees should not do business with the city

507 Soliciting

No peddling, solicitation or sales for charitable or other purposes by the employee shall be allowed in City offices or on City property during working time without specific approval of the City Administrator or Mayor.

508 Political Activity of Public Employees

The use of public facilities by City employees for personal political activities during working time is prohibited.

509 Use of Credentials, Badge, and/or Uniform

Officials or employees who wear a badge or other official insignia or who bear credentials as evidence of their authority and/or identity, shall not permit such badge or insignia to be used or worn by any other person or otherwise leave their possession. Official badges or credentials shall not be used by an employee for personal gain, benefit or influence or in connection with other employment.

510 Overnight Travel

The purpose of the travel policy and procedures is to create a system of travel management that is the most cost-effective and accountable, with minimal administrative burden, while providing clear and reasonable guidelines for City employees and officials who travel on overnight or out-of-town City business.

Conduct Policy and Business Travel

Travelers on City business shall review the Employee Conduct and Responsibilities section of the Personnel Policy prior to a trip. In general, City employees and officials must not engage in activities that could create conflicts of interest or use one's official position for personal gain. Travelers on City business are usually allowed to accept meals and beverages and may participate in drawings or giveaways from an organization of which the traveler is a member, as long as the same item is given to the other members of that organization. This situation commonly arises at conferences given by professional organizations where free beverages or food and non-significant gift items are made available to attendees as part of the conference hospitality service.

Travel Savings Belong to the City

The City requires purchasing decisions that minimize the total cost of business trips. When a purchasing decision results in discounts for a travel expense, the amount saved belongs to the City, however, travel awards can remain with employees that have booked airline flights.

Allowable Travel Expenses

- Registration expenses
- Training expenses
- Travel expenses
- Meal expenses

Non Reimbursable Travel Expenses

- Additional meal or beverage charges or alcohol purchases
- Traffic or parking tickets or fines for misconduct
- Travelers or baggage insurance. Supplemental car insurance purchased at the rental car agency
- Hotel in-room movies, added refrigerators, dry cleaning charges, laundry charges, passport charges, personal calls, computer games or Internet access for personal use
- Cost of a “substitute” meal when the conference price includes a standard meal for attendees
- Personal grooming, fitness or therapeutic services, such as salon services or health clubs
- Cost of replacing personal items needed for the trip but left at home
- Loss or theft of personal cash or property
- Costs incurred at home because the employee is on a business trip (babysitting, snow shoveling, etc.)
- Expenses related to side trips not related to the business purpose of the trip
- Annual fees, interest or late payment charges on an employee’s personal credit card, even if used for trip expenses
- Expenses of a traveling companion who is not a City employee

Travel Procedures

An employee must receive permission for proposed travel from their Department Head prior to reserving travel and should observe the following procedures:

1. Submit a Travel Authorization Form to the Department Head at least two (2) weeks prior to travel or as soon as practicable in the event of unexpected and required travel.
2. Once travel has been approved, book travel arrangements, such as conference registration, transportation, lodging etc. and submit all itinerary receipts to Payroll with the Travel Authorization Form.
3. Retain a signed copy of the Travel Authorization Form and include all necessary documentation and receipts after the travel is completed.

Credit Card Program

A program has been established that allows for credit card booking of various travel costs. Please check with the Finance Department on the program procedures for your department.

Meal Per Diem and Other Reimbursement Allowances

Authorized travel expenses that are not prepaid by the City may be eligible for per diem advances.

Per Diem expenses include but are not limited to:

- Meals
- Tips or gratuities
- Beverages

A daily per diem allowance is a fixed amount for a full day of official travel to cover the cost of food, beverages and related gratuities and is not a reimbursement for actual costs incurred. No receipt is required. The full per diem rate is allowed for each day that contains an overnight stay. The first and last day of travel is calculated at 75% of the total per diem. The per diem may be adjusted for each day that conference or equivalent meals are provided as part of the conference or training. If actual expenses exceed the applicable per diem rate, the excess amount is a personal expense of the traveler.

Per diem advance requests must be noted on the Travel Authorization Form. Advances may be from petty cash or a check from Payroll. A request for a check received in Payroll by noon on Monday of a payroll week will be processed and will be available on the subsequent paycheck. Requests submitted after the required due date will be available the following paycheck that the request is received. Exceptions may be made with the approval from the Finance Director. City cards may not be used for per diem meals unless approved by the Department Head.

Meals and Incidental Expenses (M&IE)

For meals outside of business conferences, employees should follow the State established per diem rates

In lieu of a Per Diem Advance or charges to a City Card, allowable meal and incidental travel expenses incurred by the employee may be requested for reimbursement using a Petty Cash form and require a receipt for accounting purposes. After travel has been completed, submit all necessary receipts to Payroll within ten (10) working days of

the travel return date. Employees should ensure that personal expenses are not allocated to a City credit card. For example, if an employee brings a spouse to a meal, the employee should pay for the additional meal separately and not submit a charge to a City credit card.

Lodging and Miscellaneous Expenses

When traveling on City business, employees should consider factors such as travel purpose, location, cost, safety and convenience. The employee should strive to stay within the IRS hotel rate for the appropriate city or stay at the participating conference hotels. If a non-employee shares a room, the employee is allowed only the single room rate if applicable. Employees should request local government rates, promotional rates, Internet rates or other discounts in order to obtain the lowest hotel rates. The Travel Authorization Form should also note if the employee is requesting to stay beyond the business requirement. If there is an impact on the City related travel the employee shall be personally responsible for the additional cost.

Documentation: An itemized bill from the vendor must be submitted. If the bill shows an outstanding/unpaid amount and the traveler claims that the bill has been paid, proof of payment documentation must be submitted. Proof of any required approvals must be provided.

TRANSPORTATION

Transportation Method

Traveler should choose the method of transportation that provides the most reasonable total cost. Transportation costs include taxis (origin and destination), transportation to and from destination (mileage, air, train, rental car) and local transportation (taxi, rental car, parking, etc).

The Department Head may waive the lowest cost choice restriction for employee safety reasons. The City pays the cost of the traveler's approved ground transportation to and from the main travel destination. This includes air, train, mileage, and rental car.

Side trips not related to the trip purpose will not be reimbursed. The traveler is encouraged to use a City vehicle in lieu of personal vehicle whenever vehicular travel is the most effective option and when pre-approved by the Department Head. If the employee chooses to travel at the high cost choice because of preference and not because of safety reasons, the employee's costs will be covered at the lowest cost choice and the employee will be responsible to cover the difference from the lowest cost choice and highest cost choice. Documentation will be required to show both costs and the Department Head must approve such documentation.

Allowable Transportation Expenses:

- Personal Car
- Ground Transportation in the Trip Destination Area
- Rental Car
- Airfare
- Travel to Airport
- Parking
 - Conference
 - Destination Hotels/Business Sites
 - Airport

Non-Reimbursable Expenses:

- Valet parking
- Event parking not associated with conference or other business requirement

Other Methods of Travel Not Allowed

Business travel using motorcycles, limousines (other than flat-fee airport limousine shuttles), boats or personal or rented airplanes is not allowed. Employees who travel using these methods do so at their own risk and will not be reimbursed for any trip expenses.

SPECIAL SITUATIONS

Combining Personal with Business Travel

When an employee combines personal and business travel, the City will pay the employee only for the documented expenses that are directly related to the business portion of the trip. Excess travel time and activities not required for the business trip purposes shall be at the traveler's own expense.

Days added to the business trip for personal reasons and that fall within the traveler's normal workweek must be taken as Paid Time Off, compensatory time or as unpaid leave.

Trip to get Lower Airfare or Hotel Rates

If the traveler chooses to extend the number of travel days to get lower airfare or hotel rates, the City will pay the Meals and Incidental Expenses (M&IE) per diem amount and lodging for the extra days, only if the following four conditions are met:

1. The traveler stays only for the shortest number of

additional days needed to qualify for the cheaper rate
AND

2. The amount saved as a result of the longer stay is documented and is lower than the extra M&IE and lodging costs AND
3. The commercial airfare prices being compared are both based upon the lowest round trip non-business fare purchased at least 14 days before the travel starts AND
4. The traveler uses vacation time, compensatory time, or unpaid leave for the additional travel days that fall within the traveler's normal workweek.

Extended Travel

Employees that are required to be on extended out of town training, (ie: POST) will be required to follow the same procedures unless there are written exceptions authorized by the Department Head.

Travel Expense Report

The Travel Authorization Form must be completed and signed by the employee and the appropriate supervisor and Department Head prior to the trip. The employee must disclose items prepaid by the City and items paid by the employee. Employees may not request reimbursement for a charge that the City has already paid.

Trip Change or Cancellation Costs

The following outlines responsibility for change and cancellation costs:

- If canceled or changed due to work demands, the costs are payable by the City (reschedule if possible or employee may reimburse City if a personal use is desired). If, however, the cancellation fee is due to a cancellation penalty for not canceling in a timely manner, then the employee is responsible
- If canceled or changed due to personal demands, then all charges are payable by traveler
- In either case, the City is not responsible for costs for companions

Exceptions to the Travel Procedures

Department Heads may request exceptions to the Travel Procedures to allow reimbursement for non-reimbursable travel expenses under extended or unusual circumstances. An exception will be granted only if the written rationale is signed by the Department Head and the Finance Director.

511 Employee Response Requirement

The City does not require employees to be City residents. However, all employees must be capable of meeting their job schedules during all weather conditions. Departments may adopt response time requirements for emergency situations. Failure to adhere to such requirement shall constitute a violation of this policy, subject to disciplinary action up to and including dismissal.

512 Accurate Record Keeping

Employees shall provide accurate and full information on employment applications, job performance reports, time cards, and any other related personnel documents or papers.

513 Duty to Report Child Abuse

Employees of the City of Post Falls have a duty to abide by the statutory requirements for reporting what they suspect to be child abuse as outlined in the Child Protective Act, Title 16, Chapter 16, Idaho Code.

The Act requires any person who has reason to believe that a child has been abused, abandoned, or neglected, to report this as soon as possible, and in no case greater than 24 hours, to a law enforcement agency or to the Idaho Department of Health & Welfare.

514 Sexual Harassment and Unlawful Discrimination in the Workplace

The City of Post Falls expects all employees to accomplish their work in a non-discriminatory and businesslike manner. The City prohibits sexual harassment and unlawful discrimination of its employees, visitors, and customers based on an individual's sex, race, age, national origin, religion, disability, or any other legally protected characteristic. The City will not tolerate verbal, visual, or other communication, physical conduct, or any other actions by any employee, visitor, vendor, or customer which interferes with another's job performance or which creates a hostile working environment.

In addition, the intent of this policy is to inform and communicate to employees experiencing or witnessing harassment that they have a means to discourage and report offensive or inappropriate conduct and that such reports will be promptly investigated and appropriate action will be taken. The City will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

Definition of Sexual Harassment and /or Unlawful Discrimination

- Sexual harassment is unwelcome conduct or communication of a sexual nature that adversely affects a person's employment relationship or working environment.

- Sexual harassment is unacceptable work-related behavior and is an unlawful activity, which is prohibited and can be considered to be a form of sex discrimination.
- It is possible that harassment may be directed at men or women. Same-sex as well as heterosexual harassment is prohibited. Sexual harassment can occur between co-workers, between supervisors and subordinates, and may also occur as a result of business dealings and interactions with the public and vendors.
- Unlawful Discrimination is treating a person less favorably based on attributes such as age, gender, marital status, color, religious creed, disability national origin or any other characteristic protected by state, federal or local laws in terms and conditions of employment.

Harassment or Discrimination Based on Gender, Religion, Origin, Age, Race, or Disability

Under this policy, harassment includes any form of communication, physical conduct, negative stereotyping, or other actions, which ridicule or constitute direct hostility toward any employee because of protected status or characteristic.

Supervisor Responsibilities

All supervisors should endeavor to see that the work environment is conducive to production and free of unlawful harassment and/or unlawful discrimination. Any supervisor who receives a report of alleged issues or who has reason to believe that an employee has been harassed or discriminated against should immediately notify their Department Head, City Administrator or the Human Resources Department.

Reporting Harassment

- **Employee Reporting of Harassment:** Any employee who believes that he or she has been harassed; discriminated against or who witnesses harassment is strongly encouraged to immediately bring it to the attention of the Human Resources Director or other administrative personnel that can assist them regarding harassment or discriminatory activities that they believe are occurring.
- **Employee Responsibilities:** Victims of or witnesses to harassment or discrimination, should report the alleged harassing behavior to the Department Head, City Administrator or to the Human Resources Department.

II. Harassment Investigations.

All complaints of harassment should be promptly investigated by the Human Resources Department. In the event the employee's supervisor is implicated in the matter or the employee does not feel comfortable raising the matter with his or her Department Head, the employee may verbally notify or file a written complaint with the City Administrator or Human Resources Department. If the City

Administrator is implicated, the matter may be raised or filed with the Mayor or City Attorney. All employees are required to cooperate in any investigation.

- **Confidentiality.** The employee's complaint will be kept confidential to the extent possible. Provisional actions may be taken during the course of the investigation in an effort to prevent further harassment or discrimination.
- **Disciplinary Action.** Appropriate corrective procedures, up to and including termination, will be taken against any employee found responsible for the unlawful harassment of another employee. Consideration will be given to the nature, the severity, and the circumstances of the harassment.
- **Non-Employee Harassment.** A non-employee who subjects an employee to harassment will be informed of the City's policy against harassment and appropriate action should be taken, to the extent that the City can influence such conduct.
- **False Claims.** Employees found to have initiated false harassment claims or who have provided false information will be subject to disciplinary action up to and including termination.
- **Retaliation.** Retaliatory action taken against an employee or applicant who makes a legitimate charge of harassment or who assists in a related investigation is forbidden and may subject the offender to disciplinary action up to and including discharge. Claims of retaliation are serious and should be reported to Human Resources or the City Administrator immediately. Claims should be investigated in the same manner as harassment or other illegal discrimination complaints.

515 Substance Abuse

The City seeks to protect its employees and its residents by taking measures to maintain a safe, healthful, and efficient working environment. It is the policy of the City to promote a drug-free workplace through pre-employment drug and alcohol testing of those individuals who are required to possess a commercial driver's license.

Abuse of alcohol, abuse of any prescribed drug (taking more than the prescribed dosage or taking prescription medicine not prescribed for the employee), or using any illegal drug is a serious threat to personal health and poses unacceptable risks for safe, healthful and efficient operations. Therefore, the City expresses its intent through this policy to maintain a safe, healthful and efficient workplace for all of its employees. The specifics of this policy are as follows:

On-Duty Prohibitions

City employees are strictly prohibited from the purchase, distribution or possession of drug paraphernalia or illegal drugs (meaning those drugs for which there is no

generally accepted medical use, e.g. marijuana, cocaine, methamphetamine), while in a City vehicle, at a job site, on City property, while on a lunch or rest break during the workday, or elsewhere during work hours.

Employees are also prohibited from using, possessing or being under the influence of illegal drugs, or using, possessing an open container of, or being under the influence of alcohol in a City vehicle, at a job site, on City property, while on a lunch or rest break during the workday, or elsewhere during working hours. Violation of this policy will subject an employee to discipline up to and including, but not limited to, termination and/or legal action.

EXCEPTION: Transportation of evidence by police officers or necessary possession, consumption, sale, or being under the influence as a result of undercover work of law enforcement

Prescribed and Over-the-Counter Medications

Employees under the care of a physician who are being treated with a drug or controlled substance, which bears a WARNING LABEL indicating the medication may adversely affect their ability to perform their work, shall notify their Department Head or designee prior to the start of a shift. The employee may be required to provide a written physician's statement to their supervisor, indicating what the effects are and that the prescribed medications will not interfere with work performance. Employees must also avoid using prescribed medications beyond the dosage and duration intended by the prescribing authority.

Employees taking over-the-counter medication which contains a WARNING LABEL stating the use of that medication may impair their ability to safely operate equipment or machinery shall also notify their supervisor of that fact. It may be necessary to change an employee's job assignment or relieve an employee of his/her duties while the employee is undergoing treatment. Examples of adverse effects are impaired work performance or attendance, endangered safety of employees and/or the public, improper use of City property, or undermined public confidence in the City.

Prohibitions While off Duty

An employee who is convicted for the use, manufacture, unlawful purchase, unlawful possession, or unlawful distribution of illegal or prescription drugs shall be subject to discipline up to and including discharge. Employees must notify the City of an arrest or conviction for any of these offenses immediately. Employees who are unlawfully involved with controlled substances on their own time shall be subject to disciplinary action up to and including discharge.

Reasonable Suspicion Testing

The City reserves the right to test employees for the use of alcohol, illegal drugs, or the use of prescription medication if the employee's physical appearance, speech, body odors, or behavior gives the City reason to believe the employee might be impaired. The basis of suspicion of drug or alcohol abuse may be a specific, contemporaneous event, or conduct-evidencing impairment observed over a period of time. A positive drug test result or a positive alcohol test result in the workplace shall subject the employee to possible disciplinary action, up to and including discharge.

Self-Referral

City employees who voluntarily identify themselves to the City as drug or alcohol dependent shall be allowed to consult a Substance Abuse Specialist for evaluation and counseling or treatment as recommended. Human Resources may provide informational assistance in locating professional substance abuse counseling if requested. Employees who self-identify will be required to seek an initial assessment in an approved treatment program and remain substance free. Employees are expected to undergo drug or alcohol rehabilitation at their own expense and on paid or unpaid leave time.

A request for rehabilitation may not be made in order to avoid the consequences of a positive drug or alcohol result or to avoid taking a drug or alcohol test if requested to do so. Any test that is confirmed as positive during or following rehabilitation may result in discharge or other forms of discipline.

Self-referral, and agreement to participate in a drug/alcohol rehabilitation program, by itself, will not jeopardize continued employment providing there are not performance problems with the City, provided the prescribed course of treatment is followed, and there are no further incidents. Self-referral may give the City occasion to request a drug or alcohol test under the provisions of the reasonable suspicion section of this policy.

The City strongly encourages employees with personal drug or alcohol dependency problems to seek assistance. At the time of adoption of this policy the City provides an Employee Assistance Program that is available to all employees. Human Resources will assist employees in confidence in referring them to an appropriate agency. The availability of such a program is not assured in perpetuity.

516 Medical Reporting

Health Certification. Documentation of medical condition and/or suitability for work may be required in certain situations. At the City's discretion, additional medical opinions may also be required. The following circumstances are examples that may warrant medical certification:

- A. Sickness or Injury.** The employee is absent from work as a result of reported illness or injury.
- B. Return from Leave.** The employee is returning from a health-related leave of absence.
- C. Illness or Injury.** In cases of absences resulting from reported illnesses or injuries, an employee should maintain regular contact with their Supervisor regarding their condition and anticipated return.
- D. Fitness for Duty.** An examination may be required at the discretion of Human Resources to verify an employee's ability to continue to perform their duties.
- E. Use of Prescription or Non-Prescription Drugs.** Employees must inform their Department Head and provide appropriate medical documentation when taking prescription or over the counter drugs which may affect job performance or threaten other employees or the public safety. Employees unable to safely and effectively perform their usual responsibilities may be:
 - 1. Temporarily transferred to other positions;
 - 2. Prohibited from performing functions which may be unsafe or unproductive;
 - 3. Sent home; and/or
 - 4. Considered for FMLA (Family Medical Leave Act).

517 Attendance and Dependability

Absenteeism and tardiness burden co-workers, disrupt business operations, and reduce the quality of customer service. Therefore, good attendance, punctuality, and dependability are expected of all employees. Attendance and tardiness problems may lead to disciplinary action, up to and including termination.

I. City Expectations.

- A. Punctuality.** Employees are expected to be at work and to return from breaks as scheduled.
- B. Responsibility.**
 - Employees should be at their workstations or performing assigned responsibilities during work hours.
 - Employees are not permitted to leave before their scheduled quitting time, unless authorized by their supervisor.
 - Employees are expected to work any assigned overtime. Supervisors will try to give as much advance notice as possible.
 - Employees participating in approved, paid time training are required to be in attendance for the approved curriculum and to actively participate.

II. Notification of Absence/Tardiness.

Employees are responsible for giving their supervisor as much advance notice as possible of anticipated tardiness, absence, or of the need to leave early.

- A. Reason for Absence and Return Date.** Employees should explain the reason for the absence or if arriving late, and when they will return to work.
- B. Personal Notification Required.** Employees should personally notify their supervisor of any expected absence. Leaving a voice mail message or having someone call for the employee (except under unusual or emergency circumstances) does not satisfy this requirement unless previously authorized by the supervisor.
- C. Absent Without Notice.** An employee who has been absent for two consecutive days without approval from his or her supervisor or; without a justifiable explanation of circumstances for the unauthorized leave may be considered to have voluntarily terminated employment.
- D. Make-up Time.** Employees may not work extra hours to make-up missed work time without their supervisor's prior permission. "Make-up" work should occur infrequently and should not be utilized as a tool to compensate for frequent tardiness or excessive absences. Make-up time is not appropriate where it would create an overtime situation.
- E. Emergency Closing.** In the event of extremely severe weather, natural disasters, power outages, and other emergencies, the City Administrator may close City facilities with the advice and consent of the Mayor. Individual employees who request absence or leave early due to weather must obtain supervisor's approval. Any time absent from work due to the weather or office closures will be recorded as vacation unless otherwise indicated by the City Administrator.
- F. Employee Readiness To Work.** Employees are responsible for ensuring that they are physically able, properly dressed, and prepared to work. Employees unable or not prepared to work should be disqualified from working until the problem can be corrected. Non-exempt employees will not be paid for missed work under such circumstances.
- G. Disciplinary Action.** Attendance violations for which disciplinary action may be taken include:
 - Failure to notify the employee's supervisor of any absence or delay;
 - Unexcused absence;
 - Excessive absence;
 - Repeated tardiness;
 - Leaving work before the designated quitting time without permission
 - Discernible patterns of absence or lateness (e.g., Mondays, Fridays, or absence following holidays); or

- Failure to be in attendance for the approved curriculum during a paid-time training program.
-
- Failure to display a constructive or cooperative attitude.

518 Rest and Meal Periods

The City of Post Falls seeks to abide by all current rules and guidelines of the Fair Labor Standards Act regarding employee breaks and meal periods.

- I. Rest Breaks.** As operations permit, and not pursuant to any legal requirement, employees may receive up to a 15- minute paid rest break within each four hours of working time. Rest periods are not to be used to extend a lunch period, work overtime, or leave early. Rest period schedules and locations may be determined by the supervisor, to meet operational needs.
- II. Meal Periods.** As operations permit, employees working more than five hours in a day may receive a meal break. The normal meal break is typically an unpaid period of 30-60 minutes. Meal break schedules and locations are determined by the supervisor. Employees must be completely relieved of work responsibility during meal breaks.

519 Workplace Violence

The City seeks to provide a safe workplace for all employees, customers, vendors, and guests and to protect City property. To promote a safe workplace and to reduce the risk of violence, all threatening, aggressive, and violent behavior, including verbal and written threats, e-mail, and physical attacks are prohibited. The possession of firearms, ammunition, and dangerous or deadly weapons on City premises or City-controlled space, except by authorized law enforcement personnel, is also prohibited. Such conduct by employees will be subject to disciplinary action.

- I. Prohibited Conduct.** The City will not tolerate workplace violence or threats of violence committed by employees or non-employees. Employees are encouraged to report any potentially harmful or dangerous situations they might observe or of which they are aware. Prohibited behavior includes but is not limited to:
 - Injuring or threatening physical injury to another person;
 - Hitting, shoving or fighting with an individual;
 - Making threatening remarks or written communications, including e-mails, or behaving in a menacing or threatening manner;
 - Behaving in a hostile or aggressive manner that creates a reasonable fear of injury or subjects another to emotional distress;

- Damaging or threatening to damage City, employee or non-employee property intentionally or because of gross negligence;
- Possessing a firearm or other weapon in City facilities, on City property or while on City business, except for authorized public safety personnel;
- Committing acts of unlawful harassment;
- Behaving in a manner which disrupts another's work performance or the City's ability to execute its mission.

II. Investigations. All reports of potentially violent or threatening situations will be investigated by the Department Head and/or Human Resources. Employees are required to cooperate in any such investigation.

III. Retaliation Prohibited. Any retaliation against an employee because he/she has reported potential workplace threats or violence, or has participated in a related investigation is prohibited.

IV. Disciplinary Action. Appropriate disciplinary action, up to and including discharge, will be taken against any employee found to have violated this policy.

Article VI INFORMAL AND FORMAL APPEALS POLICIES

It is important for the City to have policies and procedures for addressing work-related problems. The City seeks to address workplace complaints or disputes through an open door policy and/or use of the [Informal Complaint Procedures](#). Employees are required to utilize these procedures. No employee will be penalized for voicing a disagreement with the City in a reasonable and appropriate manner or for properly using the complaint system.

601 Informal Complaint Procedures

The provisions of this policy are intended to be used for complaints that are not otherwise addressed in this manual. In the event a separate complaint procedure is set forth elsewhere in this manual, such specific procedures govern.

- I. Complaint Defined.** Complaints may include any employee dispute involving:
 - The terms or conditions of employment;
 - Wages and hours of employment;
 - Allegations of unethical, unsafe, illegal, or inappropriate behavior of supervisors, co-workers, and non-employees.
 - Disability or equal employment opportunity complaints.

- II. Problem Solving.** Employees are encouraged to speak freely and discuss work-related problems with their supervisor as a first measure so that appropriate action may be considered. The Human Resource Director is also willing and available to discuss employee concerns. If such discussions fail to resolve an

employee's complaint, he/she may utilize the specific procedures outlined below.

III. Documenting Complaint

- **Documentation in Writing.** In order to facilitate resolution of employee concerns or complaints, problem-solving efforts should be documented in writing. Proper documentation should include:
 - i. An explanation of the problem or complaint;
 - ii. A description of all related acts or events; and
 - iii. A summary of how the employee would like to see the problem resolved.
- **Timely Filing.** Complaints should be submitted promptly to the supervisor in order to maintain viable options for resolution.
- **Problem-Solving Steps:**
 - i. **Supervisor Review.** An employee should inform his or her supervisor of work-related complaints. Employees should first attempt to resolve the problem with the immediate supervisor before further actions are taken. Such initial discussions can be undertaken by conversation, without necessity of written documentation.
 - ii. **Appeal to Department Head.** An employee who disagrees with a supervisor's decision may submit a written request for review to his or her Department Head promptly after the supervisor's decision. The employee must document the complaint and the supervisor's decision for review by the Department Head. The supervisor should also submit his or her documentation related to the issue.
 - iii. **Department Head Review.** The Department Head should review the matter and provide a final written decision concerning the complaint within a reasonable time.

IV. Retaliation Prohibited. Employees may not be retaliated against or punished for appropriate use of the complaint procedure.

V. Abuse of Complaint System. Employees, who abuse the complaint system, use it to intimidate or harass, or who submit frivolous or groundless complaints may be subject to disciplinary measures up to and including discharge. Annual employee evaluations are not subject to the formal appeals process or complaint procedures unless it relates to a claim of unlawful discrimination or retaliation.

VI. Confidentiality. Every effort will be made to resolve an employee's complaint as privately as possible. Information will be shared on a "need-to-know" basis only. Employees who bring complaints should respect interests of privacy, also.

VII. Records. Human Resources shall maintain records pertaining to employee complaints.

602 Disciplinary Action and Appeals Process

Employee conduct and work standards have been established to promote a productive and safe work environment. Occasionally, it becomes necessary for a supervisor to take disciplinary action when an employee exhibits behavioral problems that affect productivity or there is a failure to perform work assignments as expected. If an employee wants to contest or appeal the action, they may follow the [Formal Appeals Procedures](#) to respond to the action.

Disciplinary action includes but is not limited to oral warnings, written warnings, suspension without pay, temporary reduction in pay, demotion to a position in a lower pay grade with a reduction in pay, disciplinary transfer with reduction in pay, or termination of employment. Disciplinary action need not be progressive. The measure of discipline should be based on the severity or significance of the behavior, performance problem or infraction.

Probationary employees do not have a right to appeal a determination of poor performance or misconduct unless such appeal is related to a claim of unlawful discrimination. Performance evaluation reviews are not subject to the formal or complaint appeals process.

- I. **Supervisor Responsibilities** It is the immediate supervisor's responsibility to promptly initiate disciplinary action as needed and advise their Department Head of any actions taken. In more serious situations, a supervisor will consult his/her Department Head regarding more severe corrective measures including probation, suspension, or termination. Supervisors should confer with their Department Head any time they have questions or need guidance regarding the disciplinary action procedure. Human Resources will be utilized to offer guidance on documentation and other discipline-related matters.
- II. **Pre-Disciplinary Action Status.** Prior to determining a disciplinary sanction, the City, in its sole discretion, may place a non-probationary regular employee on Leave without Pay (LWOP) or Paid Administrative Leave, while the circumstances prompting possible disciplinary action are investigated. Placement in LWOP status is subject to the prior approval of the Department Head and Human Resources. LWOP is appropriate when there is substantial evidence that an employee has engaged in wrongful or unlawful conduct or when the Department Head determines that office morale or protection of workplace safety, security, or the integrity of the functions performed by the City must be safeguarded. An employee placed on LWOP may elect to use his/her accrued compensatory time or vacation leave for the duration of the LWOP. If an employee is placed on LWOP and later exonerated, accrued pay and benefits may be restored for the time of LWOP.

III. Paid Administrative Leave is appropriately granted when the conduct or performance of an employee is in question or in the event of investigations as required. A non-probationary employee on administrative leave will not be allowed to work but will continue to receive regular pay and benefits. With approval by the City Administrator or designated representative, a probationary employee may be placed on administrative leave. Depending upon information developed because of administrative inquiry, an employee may be shifted from paid administrative leave to Leave Without Pay.

IV. Notice of Disciplinary Action for Non-Probationary Employees. Corrective steps may be taken at any time after a supervisor becomes aware of the circumstances leading to disciplinary action. Immediate supervisors may present employees with oral and/or written warnings. Department Heads in consultation with Human Resources must approve disciplinary actions which suspend without pay, demote, disciplinary transfer with reduction in pay, or discharge employees. Such actions are defined as material disciplinary actions. Only material disciplinary actions may be the subject of an appeal other than the appeal process allowed because of alleged unlawful discrimination. A non-probationary employee should be provided written notice of the cause for discipline before a material disciplinary action is imposed, unless circumstances otherwise require prompt action. Each material notice of disciplinary action will be signed by the Department Head or immediate supervisor and given to the employee in person, unless circumstances prevent, in which case the notice may be mailed. The notice of disciplinary action should include:

- The employee's action(s), performance, or behavior which prompts the need for disciplinary action;
- The nature of the disciplinary action;
- The effective date of the disciplinary action.

In the event of an employee appeal of a material disciplinary action, the Department Head may set a day and time no more than five (5) working days after the date of transmittal of the notice of material disciplinary action, at which time the employee may discuss the disciplinary action with the Department Head, if such discussion has not been previously conducted. The date and time for such conference opportunity shall be established by the Department Head and should occur during normal business working hours of 8 a.m. to 5 p.m. The purpose of such discussion shall be to allow the employee to explain the conduct or performance which has brought about the disciplinary measure.

If such meeting is held, the Department Head with the assistance of Human Resources will communicate his/her response as a consequence of that discussion to the employee in writing within five (5) business days following the day and time of above-referenced discussion. Said response will be mailed to the employee or may be delivered in person or otherwise delivered as the Department Head sees fit.

603 Formal Appeals Procedures

The appeal procedure set forth herein shall only apply to non-probationary employees. Only suspension without pay, temporary reduction in pay, demotion or disciplinary transfer with reduction in pay, or discharge for cause (material disciplinary actions) shall be subject to the appeal policy. Other disciplinary action issues are to be dealt with through the Informal Complaint Procedure (Section 601) of this policy. The informal appeal procedure is directory only and may be varied with the approval of the City Administrator or Human Resource Director in the interest of prompt resolution of issues.

To prevail in his/her appeal to the City Administrator, the employee must show by clear and convincing evidence that the factual basis for the personnel action is incorrect or that the reasons for the personnel action are contrary to the public interest or violate existing law. Should the appellant prevail in the appeal, the employee's back wages and benefits will be restored as if the disciplinary action had not been taken. Appeals may be resolved by compromise with approval by the employee and the City Administrator. Back wages and benefits should not be restored for any time period wherein their loss is the result of the affected employee's own delay or misconduct.

Changes in employment or compensation which are the result of budgetary needs, reductions in force, reorganization of work duties, consolidation of positions, transfer or reassignment for other than performance-related reasons, or generally applicable to the workforce or the department, shall **not be subject to the appeal procedure**. The City of Post Falls retains full authority, without prior notice, to modify the terms and conditions of employment, including benefit offerings. Modification of the terms and conditions of employment for all employees or for designated groups of employees shall not be subject to the appeal procedure.

- I. **Employee Appeal** The employee shall have seven (7) calendar days from receipt of the response of the supervisor to appeal the disciplinary action, to the City Administrator. The appeal must be in writing, must specifically identify the error(s) or the public policy violation which the employee believes the Department Head has made and must refer specifically to information the employee wishes the City Administrator to consider in reviewing the appeal. The employee shall include or refer to any such information which the employee knows to exist at the time of the request when presenting the information to the City Administrator.

- II. **Appeal Must Be Timely** If the employee fails to file a written appeal within the prescribed time limit, it will terminate the employee's right of appeal, unless the employee is deemed incapable of proceeding with an appeal on account of temporary disability. The employee may make a written claim of disability to the City Administrator requesting an exception to the time limits prescribed hereby. The request should contain the employee's reasons and the amount of time extension requested. The City Administrator should respond in writing to the

employee's request. The decision of the City Administrator is final on extension of time limits.

III. Review by City Administrator The City Administrator should review the compiled record as soon as practical. The City Administrator may conduct another hearing in addition to reviewing the written record. If a subsequent hearing is deemed necessary by the City Administrator, s/he should notify the employee and supervisor as soon as possible of the hearing date. The hearing will be limited as to time and content as directed by the City Administrator. The information presented will be confined to those issues expressly raised by the employee in his/her notice of appeal or by the supervisor in his/her notice of disciplinary action or in his/her response to the appeal hearing with the employee.

IV. Decision on Review The City Administrator will provide a written decision for all parties that outlines the final decision, after review, and the rationale therefore. The employee will receive the final decision in writing after the City Administrator has been able to consider the information received during the appeal process. The decision of the City Administrator will be final in such matters.

Article VII COMPENSATION AND BENEFITS

701 Salary Administration Program

Purpose:

To provide an understanding of the City's Salary Administration Program and performance expectations as they relate to compensation.

Scope:

This policy applies to all full-time employees working 36-40 hours and year-round, regularly scheduled part time and seasonal employees.

Policy Statement:

Compensation for all City employees is established by the City Council through adoption of an annual budget with responsibility for maintenance for the salary administration program delegated to the City Administrator.

All city positions, whether occupied or vacant, are allocated to grade classifications. Grade classifications are based upon common factors found among the positions.

The City Council may review the compensation program each fiscal year and adopt changes at that time or during the fiscal year.

702 Pay Periods and Pay Days

Work Schedule/Workday. The City generally operates on a 40- hour work week and an 8-hour workday (with some exceptions). Some positions require a more flexible schedule in order to meet the requirements of the job. Department Heads may develop alternate regular work schedules appropriate to their departments based upon service and staffing necessities, in consultation with Human Resources.

- I. Work Week.** The regular workweek is the period beginning 12:00 a.m. Saturday and ending at 11:59 p.m. on the following Friday. The regular workweek for non-exempt employees is 40 hours with the exception of sworn law enforcement personnel.
- II. Pay Period.** The City's pay periods are bi-weekly. The pay period shall begin at 12:00 a.m. Saturday and end at 11:59 p.m. on Friday, fourteen (14) days later. Casual employees may be paid on a monthly or quarterly basis as determined by the Department Head and Finance Director. Paydays will coincide with a normal pay period.
- III. Payroll Procedures.** Time paid is to be based upon actual hours worked and will be based upon the electronic information logged in by the employee; approved by the Department Head and submitted to payroll. Pay periods end on Friday, and

payday generally occurs on Thursday of the next week. Accounts of employees with direct deposit will usually be credited after 12:01 a.m. on payday. Employees need to recognize that computer disruptions may happen and that it may require the entirety of payday Thursday to resolve electronic difficulties. The Finance Department will distribute paychecks and direct deposit confirmations to department mailboxes on payday by 5:00 p.m. In the event there is a holiday or City Hall closure within the pay week prior to Thursday, payday may occur on Friday. In the event the payday falls on a holiday, the Finance Department will notify employees when they will receive paychecks and when direct deposit will occur.

It is the employee's obligation to monitor the accuracy of each paycheck received. Employees should notify their Department Head as soon as possible about inaccurate or incorrect information contained on their paycheck, regardless if it is to the employee's benefit or detriment.

In accordance with Idaho Code Section 45-609 or its successor, no payroll deductions will be made from an employee's paycheck unless authorized by the employee or as required by law. Prior to beginning work for the City, employees must authorize the City to deduct the actual cost of equipment issued but not returned or for the expense of re-keying a work area if keys are not returned with their final paycheck.

Paychecks and direct deposit confirmations will not be issued prior to the normal payday for any reason other than separation from employment. If an employee is to be absent on payday, s/he may sign up for direct deposit or give payroll a deposit slip and self-addressed, stamped envelope. The check would then be mailed to the bank on payday. Employees may give their Department Head a written authorization allowing a family member or friend to pick up their paycheck.

IV. Time Sheet/ESS Procedures

Exempt employees are not required to submit hours worked but Paid Time Off usage requests must be recorded prior to the anticipated leave as provided on the Employee Self Service site.

Non-exempt Employees. It is the employee's obligation and responsibility to update their time entries no later than Friday of the end of the pay period in which they are due. Supervisor or Department Head will be responsible for reviewing employees' time entries for accuracy. Non-exempt employees are required to complete time sheets or log their time in the online ESS system in accordance with the procedures set forth by the City.

Employee's failure to update those hours worked in a pay period will result in a delay of the employee's paycheck being processed until the appropriate documentation is supplied by the employee to the supervisor. Payment will be made on the pay day of the pay period in which the timesheet is submitted.

Supervisors will not create timesheets or input ESS information for employees unless it is due to an exceptional circumstance, such as an FMLA or other approved leave.

Failure to follow proper procedures as outlined in the timesheet/ESS procedure form signed during orientation may result in disciplinary action up to and including termination.

Under no circumstances will the City allow paycheck advances.

703 Overtime and Comp Time

I. Non-exempt Employees

Non-exempt employees are paid on an hourly basis and are eligible for overtime pay or compensatory time. Overtime is paid at time and one-half for all hours worked over forty (40) hours in a workweek. The City of Post Falls is a compensatory time employer and employees may receive time and a-half accruals when working in excess of 40 hours per week in lieu of overtime. The City reserves the right, in its sole discretion, to pay overtime rather than allocate compensatory time as provided herein.

All non-exempt employees must use the City's time sheet or ESS to record total hours worked to the nearest 1/4 hour. Corrections may be made by the supervisor, the employee, and the Payroll Coordinator. Employees must immediately notify their supervisor if there is an error on the time sheet. Supervisors will notify employees of any corrections to a time report.

Each ESS submission of an employee's worked time must be approved by the supervisor or Department Head and by the employee and shall contain a certification that it is a true and correct record of the employee's time and benefit usage for the time period covered. It is a violation of this policy for an employee or supervisor to falsely record personnel, benefit or wage information.

Non-exempt employees should begin work no earlier than seven minutes before their scheduled shift starts and end work no later than seven minutes after their shift ends, and should not work overtime without prior authorization, except in extraordinary circumstances.

II. Exempt Employee

An exempt employee is to be paid a fixed salary on a bi-weekly basis, rather than an hourly wage. Exempt employees must meet the criteria for exemption (executive, administrative, or professional) from the Fair Labor Standards Act (FLSA).

An exempt employee does not receive overtime pay. Exempt employees receive a fixed salary regardless of the number of hours worked. Paid Time Off (PTO) is measured in half-day increments. A half-day's pay will be deducted for each half day an exempt employee is absent if the employee does not have an accrued PTO balance to offset the leave. No deduction from gross pay will be made in less than half day increments.

Exempt employees must record the number of half days being requested to be taken during the pay period in the ESS entry system. Exempt employees are expected to generally work a minimum 40 hours during the times in which the City believes that their availability will best allow for the provision of residents' and clients' needs. Flex time may be considered in lieu of PTO

704 Working Hours and “Hours Worked”

A work week generally consists of 40 hours within a defined 7-day work period. Except for employees subject to the 207(k) exception, non-exempt employees who perform actual work hours greater than 40 hours within a work week are eligible for compensation in the form of compensatory time at one- and one-half times the employee's base rate of pay.

As required by law, overtime pay is based on actual “hours worked”.

Hours NOT considered for Overtime Calculations:

- On-Call time
- Comp Time
- Lunch Breaks (unless employees are required to respond (i.e.: Sworn and ECO staff).

Hours worked include:

- Time engaged in actual work activities:
- When an employee is constrained from movement within the community or the course of everyday life away from work (Call-Out/Active Standby).
- Pre-approved Paid Time Off*
- Bereavement Leave
- Jury Duty Time

*PTO leave hours used are counted as hours worked for purposes of calculating overtime. For example: With prior Department Head or supervisor approval, employees may make up PTO leave taken during the workweek. For example, an employee who is normally scheduled Monday through Friday for 8 hours per day,

takes four hours PTO leave on Monday and then makes up those four hours between Tuesday and Friday with Department Head approval would be paid for 40 straight hours and receive no deduction from PTO leave.

If an employee is **required** to work additional hours by the Department Head or supervisor, the PTO leave hours will count as hours worked. For example, an employee who is normally scheduled for 40 hours, 8 hours per day takes eight hours PTO leave on Monday and then works 12 hours on Tuesday (as *required* by the Department Head) and 8 hours each day Wednesday through Friday. This employee would be paid for 8 hours PTO leave + 32 hours straight time = 40 hours regular AND 4 hours of overtime/comp time. The City allows Department Heads to determine the payment of overtime or the use of compensatory time to meet operational needs.

Special Note on Data Service Use: In off-hours, non-exempt employees of the City should not access data service related to work unless specifically authorized by their supervisor or department head. If it is necessary to access data service for City related business, employees must report any time spent on their timesheet with a reason for remotely logging into their computer or other mobile device. Failure to observe this limitation may subject employee to discipline, up to and including termination. For more information, refer to Section 506 (Social Media and Other Private Business Activities) of the Personnel Policy.

705 Compensatory Time for Hourly Employees

The following applies to hourly employees (not exempt pursuant to the Fair Labor Standards Act only)

Working assigned overtime is an important part of each employee's job responsibilities. Any overtime work shall be authorized by a department supervisor or Department Head. Hourly employees are not allowed to take work home without prior express, written consent by a supervisor or Department Head and such authorized work must be logged in the ESS as hours worked. The overtime rate is one and one-half times the regular rate of pay for all hours actually worked (see "hours worked") over 40 hours in one workweek or 80 hours in a pay period for sworn officers. Any "on-call" pay received in a week is included in the base pay rate used to determine overtime wages (if earned) payable for that week, but days qualifying for on-call pay are not hours worked.

The City utilizes compensatory time (time off with pay) as the preferred means of compensating authorized overtime hours worked. Compensatory (comp) time shall be recorded at time and one-half for all hours worked in excess of 40 hours in a regular workweek or 80 hours in a pay period for sworn officers.

An employee may accumulate up to a maximum of 120 hours of comp time. Any earned but unused comp time in excess of 120 hours will be paid to the employee at their regular

rate in the next regular pay period. The City may adopt lower compensatory time maximums within individual departments to meet departmental operating needs.

Employees must request comp time usage in advance from their supervisor. It is at the discretion of the supervisor to approve comp time requests. Determination will be subject to the impact on the department. The City reserves the right to schedule an employee for absence with pay funded by accrued compensatory time in circumstances where use of compensatory time will not cause loss of accrued vacation. Comp time hours, when used, do NOT count as hours worked for the purposes of determining overtime eligibility during the week (or pay period for sworn law enforcement personnel) during which leave is taken.

706 On-Call Compensation

On-Call Time. First Response and Emergency Response employees may be designated “on call” to perform after hours or weekend work. On-call time is not considered “hours worked.” Employees designated by their supervisor as on-call will be compensated at the going on-call rate. On-call designation must be recorded on the employee’s time record and approved by the Department Head. Employees on-call are expected to report for work as directed within a pre-determined timeframe designated by their Department Head. After reporting, employees’ work status will change from “on-call” to “active standby”. Being on “stand-by” on work premises or at a designated area in which work is to be performed will be treated as hours worked. Hours actually worked in excess of 40 hours per workweek, shall be paid at one and one-half times the regular rate of pay. Employees on vacation, sick, comp, FMLA or other leaves or workers’ compensation are not eligible for on-call pay.

707 Call-Out (or Active Stand-by) Time and Compensation

Non-exempt employees who are called back for duty, once they have left their place of work, will be paid for a minimum of two hours pay if the call-out period is less than two hours but, if the call-out period is greater than two hours, the employee will be paid for actual hours worked. If an employee is requested to come in early or stay past the regularly scheduled time on duty, he/she will *not* receive “call-out” compensation. Such hours will be counted in the work period during which they accrue.

In the case of police court duty outside of normal assigned working hours, police department employees will receive pay for a minimum two-hour call out or the actual hours in court, whichever is greater.

708 Health Insurance

Medical and Dental Insurance. The City participates in group health-related insurance programs for regular employees and family members. Regularly scheduled, part-time employees working in excess of 20 hours per week may qualify for participation in health-related insurance programs at a pro-rated premium amount. Qualifying employees are

eligible for participation in health-related insurance programs in accordance with the terms of the City's contract with its service providers. The terms of health insurance benefits are governed by the specific terms of agreements between the City and benefit providers. The language of this policy is general in nature and should always be considered subordinate to the express language of the contracts with providers. Information about benefit availability and eligibility should be obtained from the Human Resources Department.

709 COBRA – Insurance Continuation

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) allows qualified employees and their families who have lost insurance coverage to pay for a temporary extension of coverage. COBRA coverage is not automatic. Terms of COBRA coverage are those in force at the time of separation from employment. For more information, please refer to the comprehensive policy and notification given during orientation or contact Human Resources for a copy.

710 Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits exclusions for preexisting conditions; prohibits discrimination against employees and their dependents based on their health status; guarantees renew-ability and availability of health coverage to certain employers and individuals; requires employers to protect employees' personal health information and protects many workers who lose health coverage by providing better access to individual health insurance. For more information, please refer to the comprehensive policy and notification given during orientation or contact Human Resources for a copy.

711 Public Employee Retirement Systems of Idaho (PERSI)

Eligible employees who work in excess of 20 hours per week on a regular basis for more than 5 months and are not designated as an employee working in an agricultural field during the growing season (up to 8 months), are required to participate in the Public Employee Retirement Systems of Idaho (PERSI). For more information on PERSI, go to www.persi.idaho.gov. The City funds a significant part of costs of the PERSI participation for eligible employees.

712 College/University Education Assistance Program

Purpose

The objective of this policy is to assist employees who wish to pursue further education to enhance current skills as well as to improve future potential benefit to the City of Post Falls. Subject to annual funding, this benefit will be made accessible to all full-time, benefits eligible employees who have completed at least one year of service. To maintain eligibility, employees must remain on active payroll and be performing their duties satisfactorily throughout the completion of each approved course.

Policy

The City may reimburse for education costs for courses approved by the City. The approval for reimbursement will be dependent on the course and its relevance to the employee's current or future potential position. Approval must be obtained at least 30 days prior to commencement of each course per semester.

Provisions

- Educational reimbursement provides up to 75 percent for course work applicable to the current position.
- Upon demonstration of successful completion of courses taken ("B" or better), the City will reimburse the employee's semester/quarter tuition costs or fees up to a maximum annual reimbursement amount of \$4,000 up to a lifetime maximum of \$20,000 for undergraduate courses.
- Graduate courses are limited to an annual maximum of \$5,000 with a lifetime maximum of \$30,000.
- Amounts are capped at the local level of reimbursement based on current North Idaho College (Associate Level courses), Lewis Clark State College and University of Idaho (Bachelor and Graduate level courses) Attendance at private institutions, in correspondence programs or in other high-cost programs will not be considered justification for payment of exceptional tuition or related costs without prior approval.
- There is no limit to the number of credit hours eligible for reimbursement per semester. Employees must be actively employed by the City when reimbursement is sought.
- Employees subjected to a reduction in force (RIF) by the City will be reimbursed for courses currently approved and enrolled in at the time of the RIF.
- Eligible expenses for educational reimbursement are tuition and enrollment fees and required textbooks and workbooks.
- Transportation expense, parking fees, internet connection fees, lab fees, house costs and other related expenses are NOT covered.
- Initial approval of a course of study does not obligate the City to future/continued approval of courses in that course of study. Approvals are only valid for the course and semester given. Similarly, the payment of courses at a higher private institution rate does not obligate the City to continuance of payment at the higher rate.
- The City invests in higher education fee reimbursement with the expectation that the investment be returned through enhanced job performance. If an employee voluntarily separates from the City's employment within six months of course completion, the employee will be required to repay the entire amount. As a condition of accepting educational fee reimbursement, you must agree in writing to repay the City if necessary. If you voluntarily leave prior to completion of an approved course, you will not be reimbursed for the course.

Procedure:

The Education Assistance Program is administered through the Human Resources Department and application forms are available from HR or on the City's intranet.

Employees are encouraged to take classes on their own time. However, if a course is offered only during an employee's normal work hours, the employee must obtain prior written approval from his/her supervisor to alter his/her work schedule before submitting an application.

Education Assistance funds are limited, and determination of reimbursement will be made on the degree to which the course(s) or degree relates to the job with consideration given in order of receipt.

To be considered for education assistance, employee should:

- Apply for Education Reimbursement to Human Resources 30 days prior to beginning the course.
 - Human Resources will return a copy of the approved/denied Application to the employee and the employee's Department Head.
 - Within 30 days of receiving the grade for the course, the employee must submit to Human Resources a Payment Request Voucher with attached proof of payment (an enrollment form showing fees paid, invoice from educational institution) and the proof of attendance and grade received.
 - Upon receipt of grade and proof of payment, Human Resources will process the Application for Education Reimbursement and forward it to Accounts Payable for payment.

713 Compassionate Separation

The City will provide a one-time health reimbursement contribution of \$10,000 to full-time employees who are resigning due to a terminal medical diagnosis to assist with on-going medical insurance premiums or other medical costs. For consideration, employees must be employed with the City for a minimum of one year.

To qualify, the employee must submit a written request for the Compassionate Separation benefit along with a written resignation and provide medical verification of terminal condition and life expectancy from the attending physician to Human Resources at least 30 days prior to termination date or as soon as practicable under the circumstances. In any event a request for the Compassionate Separation benefit must be requested prior to the date of separation. The contribution will be made with the next scheduled HRA distribution.

Article VIII LEAVE TIME

The City officially recognizes the following types of leave:

Paid Time Off	Bereavement Leave	Educational Leave
Holiday	Military Leave	Industrial Injury Leave
Family Medical	Jury/Court Duty	Authorized
Leave (FMLA)	Administrative Leave	Leave Without Pay (LWOP)

All leave must be requested through the Department Head, unless otherwise provided in this manual, and will be granted in accordance with the rules established for each type of leave.

Holiday hours count as hours worked for purposes of calculating overtime. Other leave hours may not.

801 Paid Time Off

Purpose:

The purpose of this policy is to provide a defined system of Paid Time-Off (PTO) for incidental sick use, rest and relaxation with a provision for a Catastrophic Account (CAT) that could be accessed in the event of approved qualifying Family Medical Leave.

I. POLICY STATEMENT:

PTO provides paid time off for eligible employees upon supervisor approval, for rest, relaxation, illness or to take care of personal and family needs. The PTO program puts vacation and sick leave into one account versus separate accrual accounts, allowing more flexibility in scheduling time off to balance work and personal life.

The CAT account provides paid Family Medical leave benefits and is the bank from which some paid time may be taken for non-intermittent qualifying and approved Family and Medical Leaves which are described in Section 804 of the Personnel Policy.

The design of the PTO/CAT program is intended to assist the City of Post Falls in managing staffing needs while meeting the operational needs of the individual departments as defined by the Department Head.

II. DEFINITIONS AND ELIGIBILITY:

Catastrophic Account (CAT): A leave account used for addressing long term medical needs for an employee's personal illness or that of an eligible family member. Details of this account are in Section 802 of the City's Personnel Policy.

Continual Years of Service: Years of service without a break in service of more than 30 days with the exception for military service, training programs (i.e. P.O.S.T.) or FMLA-qualified absence

Family and Medical Leave Act (FMLA): A detailed definition of the FMLA can be found under Section 803 of the City's Personnel Policy.

Paid Time Off (PTO): Accrued time off for eligible employees to take care of personal and family needs, and other miscellaneous types of categorical leave.

Scheduled Leave/Absence: Scheduled time-off that has been planned and pre-approved by the employee's supervisor or chain of command. This includes scheduled surgery or medical conditions covered by the FMLA policy, vacations, personal days, etc.

Unscheduled Leave/Absence: Unscheduled time off that is unapproved in advance by the supervisor. If less than 3 working days' notice are given for any requested time off, the absence is considered unscheduled.

Tardiness: Not being at one's workstation ready to start at the scheduled time, such as the beginning of the shift, returning late from breaks or leaving work early.

A. PTO Eligibility:

Regularly scheduled full-time and part-time employees working year-round for more than 20 hours or greater per week are eligible for accrued Paid Time Off. Regularly scheduled employees time will be pro-rated according to their regularly scheduled time Seasonal and part-time employees working less than 20 hours per week and 5-8-month employees working 40 hours per week are **not** eligible for PTO accruals.

Generally, new employees are eligible to use PTO after ninety (90) calendar days of employment. However, accruals begin with the first pay period and Department Heads may approve earlier usage for a new employee.

Previously benefited employees rehired no more than ninety (90) days after separation from city employment will receive credit for past employment for purposes of PTO accrual levels.

B. PTO Uses:

PTO is used for scheduled absences following appropriate notification to the employer. Authorization requirements are outlined in [Table F.1](#). Unscheduled absences may also

qualify for the PTO benefit, provided that their unscheduled nature was unavoidable and not due to neglect or untruthfulness by an employee.

Employees are strongly encouraged to take 40 consecutive hours annually, but in any event must use a minimum of 40 nonconsecutive hours during the fiscal year. Employees who fail to use a minimum of forty hours of leave during a fiscal year may be subject to mandatory scheduling revisions. New employees having worked for the City for less than a year will not be subject to this requirement.

C. Accrual Rates for PTO:

Accrual rates to an employee’s PTO account are based on service time and will begin to accrue during the first two-week pay period during which a new employee works at least 70% of the initial pay period at the following rates:

Table C.1 PTO Leave Accrual Rates (based on full time 40 hours per week)

Years of Service	Hours per Pay Period	Hours per Year	Maximum Accrual Limit
0-3 years	6.23	162 (4 weeks)	180
3-5 years	7.77	202 (5 weeks)	226
5-10 years	8.73	227 (5.7 weeks)	256
10 + years	10.23	266 (6.7 weeks)	310

D. Prorating:

Regularly scheduled part time employees who, on average, work more than twenty (20) hours per week will receive a pro-rated portion of PTO based on the number of hours they typically work. To calculate the accrual for part time employees, hours worked are divided by 40; multiplied by hours of PTO benefit per years of continuous service.

Any PTO or comp time used during the pay period will be deducted from the balance before new accruals are added.

If an employee leaves mid-pay period, the amount of PTO for that pay period will be pro-rated based on actual hours worked.

E. Cap/Maximum Accrual:

PTO accrual carryover maximums are capped at the numbers set forth in [Table C.1](#). If the cap is exceeded, the excess PTO hours will be rolled into the employee’s CAT account at the end of each pay period. If the maximum CAT accrual is achieved, accrual ceases until the PTO benefit is used.

F. Paid Time Off - Limited Buy Down:

Beginning in 2019, employees may elect to buy down up to 40 hours of PTO at their current rate in the second pay period in December with the following provisions:

- Be employed with the City for at least one year
- Must have a minimum 120 PTO hours accrued by November 30th
- Approval by supervisor based on a responsible record of attendance within the last year.¹
- Buydowns are subject to all applicable taxes, PERSI Base Plans and may affect 401K and 457 Accounts paid on a percentage basis.
- Employee must request the number of hours for the buy down through the ESS Time Entry System by November 30th which will be reflected on the second paycheck in December.
- Supervisors will need to approve the buy down through the ESS Time Entry
- Buy down must be included in employee's paycheck. No hand checks will be issued.
- The PTO hours request to be paid out do not count towards calculating overtime and will not be paid at an overtime rate.

III. PTO PROCEDURE

A. Requesting PTO Time:

Non-Exempt Employees: PTO can be requested to be taken in hourly or daily increments as deemed necessary and desirable by the employee with the agreement of the supervisor or Department Head. If there are insufficient PTO hours available, and the absence does not qualify to use Catastrophic (CAT) hours, the employee may be considered for leave without pay (LWOP).

If the employee's Comp time balance exceeds 60 hours, Comp time must be used first when requesting time off until the balance is equal to or less than 60 hours.

Exempt Employees: Exempt employees' time off may be taken in partial or full day increments depending on the weekly work performed, which may require additional hours that are not necessarily worked within a set schedule and can otherwise be flexed during the week. Exempt employees are generally expected to work a minimum of 40 hours per week with no expectation of overtime.

Scheduled leave may be taken only upon approval from the supervisor and as long as the department/division can function without undue interruption of work schedules. Employees will follow their department's notification procedures when unscheduled leave is requested.

¹ Approved Family Medical Leave usage may not be counted against employees for purposes of determining responsible record of attendance if employee has the required accrual in November.

Exempt Employees: Exempt employees are generally expected to work a minimum of 40 hours per week with no expectation of overtime. Exempt employees' paid time off is measured in half-day increments. No deduction from gross pay will be made in less than half day increments.

Time Entry Steps: Employees should request PTO online through the Timesheet Entry on the City Intranet page.

- Select Leave Request Entry then either PTO or CAT (Catastrophic Time Off may only be used only for pre-approved FMLA leave).
- PTO automatically shows as an 8-hr/full day unless otherwise selected.
- Submitted request will be reviewed by the approving Supervisor or other authority and the employee will receive approval notification by email.

Table F.1 Recommended Notice for Scheduled PTO

Amount of Time Requested	Recommended Notice to Supervisor
1-4 PTO Days	10 working days' notice
5 or More PTO or CAT Days	30 working days' notice or as soon as practicable in emergency situations

B. Unscheduled Leave:

Every employee is performing work that is essential to the effective operation of the department/division. Absences impact the ability of other employees and unscheduled absences can place unfair burdens on co-workers and diminish service to our customers.

In the event of an unscheduled absence, it is required that you provide your supervisor with as much notice as possible and continue to communicate with your supervisor as to your return status. Requests for unscheduled leave should be limited to: personal or family illness, personal injury, death in the family or other unavoidable situations.

Excessive unscheduled absences or apparent misuse of the PTO program's flexibility will be addressed and may ultimately result in disciplinary action up to and including termination. Supervisors have the responsibility to determine the impact of unscheduled absences and whether disciplinary action is warranted, depending on the situation and the reason for the unscheduled absences.

Chronic tardiness is subject to discipline. Employees should make arrangements with their supervisor when arriving late to flex their time due to various circumstances.

802 Catastrophic Account (CAT)

CAT Procedures

A. CAT Uses:

1. The Catastrophic Account is reserved for non-intermittent Family Medical Leave absences and may be used once Comp Time has been exhausted and 40 hours of PTO has been used.
2. Benefits-eligible employees must have worked for the City for one year and worked at least 1250 hours within the last 12 months to qualify for use of CAT.
3. Employees or qualifying family members who have a covered event that will require the employee to be absent for longer than three (3) working days or 24 hours per qualifying condition, are required to contact their immediate supervisor and Human Resources. FMLA notification, designation and coordination procedures can be found in Section 803 of the Personnel Policy.
4. The City reserves the right to allow an employee to use some or all CAT hours for personal illness in the event that the time-off might otherwise create a leave without pay situation outside above-listed procedures.

Examples that might qualify:

- An employee who does not otherwise qualify for Family Medical Leave
- A new employee who has not accrued enough time and becomes ill;

B. Increasing CAT Account Hours

An employee's individual CAT account will be established upon hire with an initial City contribution of 24 hours into the account. Employees build hours in their CAT account by rolling hours from their PTO into their CAT account once maximum accrual limits are met or by voluntarily requesting Payroll to transfer PTO on a quarterly basis.

C. PTO to CAT Conversion Election:

To build up CAT accounts for future Family Medical Leave, employees may elect to automatically roll a quarterly portion of PTO into CAT. There is no City match on these hours and once transferred the hours may not be returned to the PTO Account. To participate, fill out the PTO to CAT Conversion Form located on the intranet under HR Forms page.

Employees may accrue a maximum of 960 hours in their CAT account.

C. CAT and Overtime:

CAT hours are not counted as hours worked for purposes of calculating overtime. Employees may not use CAT hours to increase their hours beyond their normal work week.

D. Separation from Service:

Remaining PTO hours will be paid out at 100% employee's current hourly wage upon separation. CAT hours are not reimbursable under this program.

803 Family and Medical Leave Act (FMLA) Policy

I. Purpose:

To provide employees with an understanding of who is eligible for Family Medical Leave and under what circumstances leave may be used and the processes by which leave is taken.

II. Policy:

Family and medical leaves of absence will be granted and administered in accordance with the Family and Medical Leave Act (FMLA) and applicable state law. The length of each leave of absence and the compensation received (if any) during the leave will be determined as required by law and as outlined below. Any inconsistency between the provisions of this policy and current legal requirements shall be resolved in favor of current legal requirements.

III. FMLA Benefits and Responsibilities:

During FMLA leave, the City will maintain health benefits under the same conditions as if the employee had continued working. Even in the event that all accrued leave has been exhausted the City will continue to maintain the employee's health insurance benefit through the protected 12-week period.

Failure to return from FMLA leave for reasons other than the ongoing medical condition may result in the employee being required to reimburse the City for the portion of the employee's benefit premiums paid by the City during the FMLA leave.

Employees retain their accrued benefits while on leave. However, benefits that accrue according to length of service, including Paid Time Off and holidays do not accrue after all leave has been exhausted through a Family Medical Leave.

IV. Reasons for Leave:

The Family and Medical Leave Act provides an entitlement up to 12 weeks of job-protected, unpaid leave during any 12-month period to eligible employees for the following reasons:

1. Birth and care of the eligible employee's child or placement for adoption or foster care of a child with the employee;

2. Care of an immediate family member (spouse, child or parent but not an in-law) who has a serious health condition or;
3. Care of the employee's own serious health condition.

The City requires substitution of paid leave for unpaid leave for Family Medical Leaves.

V. Military Leave Entitlement:

Eligible employees with a spouse, son, daughter or parent, or in loco parentis on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12 week leave entitlement to address certain qualifying military exigencies. For a list of those exceptions, check with the Human Resources Department.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12- month period due to serious injury or illness incurred in the line of duty. *Also see [Military Leave](#).*

VI. Serious Health Condition is defined as:

1. An illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care, or
 - b. Continuing treatment by a health care provider.
2. Continuing treatment includes incapacity of more than three (3) consecutive calendar days involving:
 - a. Treatment two (2) or more times or under the orders of a health care provider, or;
 - b. Treatment by a health care provider on at least one occasion, that results in a supervised regimen of continuing treatment.

VII. Eligibility:

Eligible employees are those who have:

1. Worked for the City for at least 12 months (need not be consecutive) or;
2. Worked at least 1,250 hours for the City during the previous 12-month period (unless absent on military leave)

EMPLOYEE NOTICE REQUIREMENTS:

Human Resources must be contacted anytime a possible FMLA is suspected. Contact should be made by the employee, but supervisors should inform HR of employee absences on the fourth day for a determination on designation of leave.

Employees should give a thirty (30) day notice to Human Resources of the need to take a foreseeable FMLA leave. If such notice is not possible, notice should be given as soon as practical.

Failure to give at least thirty (30) days' notice of foreseeable need for a leave of absence may delay the start of such leave until thirty (30) days after the date the notice is received by Human Resources and may be noted for purposes of determining "responsible use of time off".

Employees are responsible for notifying their immediate supervisor as soon as practicable before or after leave is approved for scheduling purposes. The specific reason for the leave need not be disclosed to supervisor.

DESIGNATION OF LEAVE:

An employee will receive a written notification from the Human Resource Department that the requested leave is or is not designated as FMLA leave, within five business days if possible.

CERTIFICATION:

Human Resources will review FMLA processes including eligibility, certifications, rights and responsibilities with any employee upon learning of a potential need for FMLA.

LEAVE TIME TRACKING:

The City has elected to compute the 12-month period used in determining leave entitlement by using a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

SPECIAL RULES FOR SPOUSES EMPLOYED BY THE CITY:

Spouses employed by the City are jointly entitled to a combined total of 12 work weeks of family leave for the birth of a newborn child or for the placement of a child for adoption or foster care. However, if the leave is for the care of a sick child, to care for the other spouse or for the employee's own serious health condition, each spouse is allowed 12 weeks, less any bonding leave taken by that spouse.

INTERMITTENT LEAVE:

In certain cases, leave may be taken on an intermittent basis or on a reduced work schedule **if light duty work is available** when medically necessary and does not unduly interrupt City operations. Intermittent leave taken for the birth and care of a healthy child is not a requirement and is subject to the City's approval.

When intermittent or reduced leave is necessary, the City may temporarily transfer an employee to an alternative, equivalent position that better accommodates recurring periods of leave. If the need for intermittent or reduced leave is foreseeable, employees must make reasonable efforts to schedule treatments so as to not disrupt City operations.

SUBSTITUTION OF PAID LEAVE:

The City requires use of accrued leave to cover some or all the FMLA leave taken. Leave must be taken in the following order for all medical and military leaves:

- All Comp Time
- 40 hours of PTO
- CAT until exhausted
- Remaining PTO
- Leave Without Pay (LWOP)

(Note: If employee is approved for FMLA but does not have at least a 40-hour PTO balance, CAT usage may be allowed until the balance is exhausted and employee agrees to forfeit all PTO accruals during the FMLA and upon return to forfeit the PTO accrual until the 40 hour requirement is met.

FMLA LEAVE IN EXCESS OF 12 WEEKS PER YEAR.

As allowed by law, if an employee exceeds 12 weeks of FMLA leave during a one-year time period, he/she may be terminated due to excessive absenteeism unless on leave under the military designation that allows up to 26 weeks or other exceptions as allowed by law.

Note: Dealing with issues that qualify for Family Medical Leave can be challenging. Returning to work following a temporary disability can be stressful. For these and other matters, the City may offer an Employee Assistance Program (EAP) for one-on-one support.

Information about the current EAP offering can be obtained from Human Resources.

804 Holiday

I. Holidays Observed

Regular full-time employees and regular part-time employees working greater than 20 hours per week will be eligible for holiday pay, proportionate to a full-time schedule worked, as described below.

The following are City-recognized holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Christmas	December 25

The Mayor and City Council may declare other holidays. If a holiday falls during an employee's vacation, or other approved absence, the employee will receive holiday pay, subject to the limitations outlined below. This applies to the paid and unpaid portions of Family and Medical Leave. Employees on disciplinary suspension without pay or leave without pay are not eligible for holiday pay.

II. Calculation of Holiday Pay

A. Non-Exempt Employees Holiday Pay

Regular full-time employees will be paid for eight hours at the regular rate of pay for each holiday designated by this policy. Regular part-time employees working 20 hours or more per week will be entitled to holiday pay on a proportionate basis (example, a 20-hour employee receives 50% or 4 hours' holiday pay).

All full-time regular employees will receive 8-hours holiday pay in a holiday week. Some City departments close on Friday if the holiday falls on Saturday or on Monday if it falls on Sunday, in which case the employee receives 8 hours' holiday pay for the day on which offices are closed. Holiday hours count toward time worked for purposes of calculating overtime. Other departments which cannot close may schedule employees another paid day off within sixty (60) days of the holiday.

Employees who work *the actual holiday* are compensated at time and one-half their regular hourly rate (overtime or comp time) for hours worked on the holiday, regardless of the number of hours worked during the workweek. Employees who work shifts will receive overtime for the holiday if that is where the majority of their hours worked fall. The number of hours actually worked will be counted toward overtime.

Employees who must work a Friday or Monday on which their department observes a holiday (the department is closed) are compensated at straight time for the hours worked on that day, as it is not the actual holiday. Some holidays are only observed – the

observation is the holiday. However, the eight hours' holiday pay received do count toward overtime. So if the employee works a total of forty hours in the workweek and receives an additional eight hours' holiday pay, he or she will receive a total of 48 hours - eight of which will be compensated at time and one-half (overtime or comp time).

B. Exempt Employees Holiday Pay

Employees who are classified as exempt will receive their normal salary during the pay period in which the holiday falls.

805 Bereavement Leave

I. Definition

Regular full-time and regular part-time employees working more than 20 hours per week may be granted up to 24 working hours leave per fiscal year (pro-rated for regular part-time employees working 20 or more hours per week) with pay by the City in the event of the death of: the employee's spouse, employee's brother or sister, employee's child or employee's mother or father (or step/in-law of same relation) or employee's grandparent.

Bereavement leave is paid at the employee's regular rate of pay and will not be charged against the employee's accrued vacation, comp time, or sick leave. Bereavement hours do not count as hours worked for purposes of calculating overtime or compensatory time.

II. Notification of Bereavement Leave

Employees requiring bereavement leave must notify their Department Head or immediate supervisor as soon as possible on or before the first day of leave. If the employee is on another form of leave at the time of the death of a family member, he/she must inform his/her Department Head in person or by phone.

III. Other Bereavement Leave Allowance

Regular full-time and part-time employees working greater than 20 hours per week may be granted time off to grieve the death of anyone not defined in Section I above with prior approval by their Department Head. The additional time will be charged in the following order:

- Compensatory Time
- Accrued Vacation Time
- Accrued Sick Leave

Upon a return to work from bereavement leave, an employee, when requested, shall be required to furnish proof which is satisfactory to the Department Head of the family member's death, relationship to the deceased, and date of the funeral. In the case of additional bereavement leave, an employee, when requested, may be required to furnish proof which is satisfactory to the Department Head of the death and date of the funeral.

806 Jury Duty

The City will allow an employee to serve as a member of a jury and receive regular pay. Timecards should be so annotated and copies of summons attached.

The City will pay employees their regular rate of pay for their regularly scheduled number of work hours for days the employee serves on jury duty. The employee may keep the jury pay. Employees must provide their summons to their Department Head as soon as they receive it to allow for proper staffing. An employee whose jury duty is completed before the end of the work day with the City shall return to work. Department Heads with shift requirements will discuss the schedule expectations with an employee who serves on jury duty. Time spent on jury duty does not count as hours worked for purposes of calculating overtime or compensatory time.

807 Court Witness Activities

I. Work-Related Court Duty

Court duty required as a consequence of the employee's employment with the City will be paid at his/her regular rate of pay. Employees must provide their summons to their department head as soon as they receive it to allow for proper staffing.

An employee on the City payroll whose court duty is completed before the end of the work day with the City shall return to work.

II. Non-Work-Related Witness

If an employee is subpoenaed as a witness in a court case, which is not work-related, he or she must use accrued vacation leave, comp time, or personal leave, or take leave without pay for the court appearance and may keep any witness fees received. If there is any question as to the work-relatedness of the court duty, the employee shall provide documentation to the Department Head who will make a decision.

808 Leave Without Pay - Authorized

This policy applies to absences under any circumstances that are not covered by other policies in this section. Requests for a leave of absence without pay (LWOP) must be made as far in advance as possible in writing to the Department Head with beginning and ending dates of the leave. A request for leave without pay will be considered by each Department Head depending on the circumstances of the request and operational issues. The Department Head will notify the ~~City Administrator~~ HR Director of the rationale for the decision in writing.

Employees denied LWOP may appeal the decision to the HR Director using the city's appeal process. Leave without pay may only be granted in increments of full days (1/10th of a pay period) for exempt employees. Hourly employees may be granted LWOP in whole hour increments.

A leave of absence without pay may not normally exceed 30 calendar days in duration. LWOP in excess of thirty (30) calendar days shall require approval by the HR Director. An employee who does not return following an approved leave of absence without pay will be considered a voluntary termination. It is solely the City's decision whether to allow the employee to return to work.

Paid Time Off (PTO) and other City benefits, including benefits and contribution amounts may be affected by an unpaid leave of absence (LWOP). Approved absences under the Family Medical Leave Act which result in use of LWOP may affect benefits. Use of more than 80 hours non-FMLA LWOP per budget year may cause an adjustment in longevity (hire date) which affects future leave accrual. Use of more than 40 hours of non-FMLA LWOP in a given month may cause a prorating of city-provided flexible benefit dollars as if the employee were employed part time. The Department Head with the concurrence of the HR Director may extend the rights of accrual upon written request of the employee when deemed to be in the best interests of the City.

809 Workers Compensation – Work Related Injury

I. Injury Reporting and Certification. Employees who have been injured on the job are responsible to immediately contact their supervisor or person in charge. Both the employee and their supervisor should complete the [Workers Compensation](#) forms as discussed in the Workers Compensation procedures section below. If the injury causes the employee to be unable to work, the employee must supply a physician's notice indicating the physical limitations. The City may attempt to modify work for a temporary period to assist the employee in returning to work. Once the employee is capable of performing all of his/her duties, he/she must supply a physician's notice indicating the employee may return to his/her normal duties. The decision to return an employee to active service shall rest solely in the discretion of the City.

An injured employee shall not be allowed income benefits for the first five (5) days of disability for work. If the injury results in disability for work exceeding two (2) weeks, income benefits shall be allowed from the date of disability. The waiting period shall not apply if the injured employee is hospitalized as an in-patient. The day on which the injury occurred shall be included in computing the waiting period unless the employee has been paid wages for that day.

II. Work Related Injury Leave Policy For Police

A. Whenever an employee of the City of Post Falls who is categorized as a police officer for retirement purposes pursuant to Section 59-1302A, Idaho Code, is physically disabled by a serious injury arising out of and in the course of his or

her duties, and the injury is induced by a second party, he/she shall be entitled, regardless of his/her period of service with the department, to a leave of absence while so disabled without loss of wages or benefits for a period of not more than (1) year. Any worker's compensation payments made to the employee shall revert back to the City. For purposes of this section, "serious injury" means any injury which renders the police officer incapable of performing the regularly assigned duties of his/her regular employment position or any modified duties that the Chief of Police may offer. "Injury induced by a second party" means an injury induced by the negligent, malicious, or intentional act or omission of another person during a chargeable misdemeanor or felony and the injury occurred due to the officer's investigation or in response to a call for assistance.

- B.** The City Administrator, based upon a report by the Chief of Police, will determine if the disability referred to in the above section arose out of and in the course of duty. The Chief of Police will also make reasonable accommodations to assist the employee to return to work, if the employee is capable of performing the essential functions of the position with the accommodations. Also, the Chief of Police may make temporary modifications to a position to assist a disabled police officer to transition back to their full duties, the officer will continue to be paid at his/her regular rate of pay while performing modified duties.
- C.** A disabled police officer must provide medical documentation to Human Resources on a regular basis. The attending physician should be provided a job description to assist in determining accommodations and/or modifications that would allow the employee to return to work as soon as possible.
- D.** Payment of wages pursuant to this policy will not preclude the disabled police officer from receiving regular medical, surgical, or hospital coverage as provided through worker's compensation.
- E.** If a police officer is disabled for more than (1) year, then he/she is eligible to have sick leave and vacation balances deducted as discussed in the Work-Related Injury Policy. After depletion of the vacation and sick leave balances, the regular disability insurance provisions of worker's compensation shall apply to any period of disability beyond that covered by this section.

Note: This policy does not apply to periods of disability which occur subsequent to termination of employment by resignation, retirement, or dismissal. When the provisions of this policy do not apply, the employee shall be eligible for those benefits otherwise available.

Workers Compensation Procedures:

Immediately following a work related accident, employees should:

- Notify their immediate supervisor or Department Head
- Obtain medical attention if necessary
- Inform medical receptionist that injury is work related
- Fill out the [Employee/Supervisor Accident Report](#) as soon as practical
- Submit form to supervisor or Department Head

Employees should NOT:

- Supply personal health insurance information on work related injuries.
- Make any co-pay amounts requested by medical facility
- Have medical claims billed directly to them.

Upon notification of an employee's work-related injury, supervisors should:

- Ask employee if they wish to seek medical attention. Depending on severity of the injury, supervisor should accompany employee to clinic or Emergency Room.
- Advise receptionist that injury is work related if employee is unable to do so.
- Supervisors should contact Department Head or Human Resources regarding an employee injury as soon as possible
- Fill out their portion of the Accident Report as soon as practical
- Return the Employee and Supervisor Accident Reports to Human Resources as soon as practical. (Recommended within 48 hours...Delay in submitting forms will slow down claim payments).

Human Resources:

- Submits the First Report of Injury to State Insurance Fund (SIF) based on Employee/Supervisor Reports
- Follows up with investigators on individual claims
- Acts as City contact for all work-related injuries
- Obtains additional accident information as necessary from supervisors, employees and medical personnel
- Answers employee questions and concerns
- Collaborates with investigators and employees to resolve claim issues
- Works with SIF counsel in the event of litigation.

Additional Information:

- Once filed with SIF, claims may not be assigned a case number for several days. It may be necessary for employees to pay for medications and submit

the claim to Human Resources who will remit the claim to State Insurance Fund for reimbursement.

- Employees are not allowed to return to work against the advice of the attending physician. Supervisors should check with HR on duty status prior to allowing employee to return to work with a doctor's note. Notes must be submitted to HR and will be kept on file.
- Employees may return to light duty with approval from the attending physician until employee is released to full duty or determination of disability is made. Human Resources & the Department Head will confer on available options regarding future employment in the event of permanent disability.
- Failure by employee to respond to State Insurance Fund requests for additional health records, follow up appointments and other pertinent information may result in payment delays or case closures.
- Employees should contact Human Resources or SIF (1-800-334-2370) for status updates regarding your claim.
- If employees are required to be off duty in excess of 3 days, City policy requires that a Family Medical Leave be run concurrently with a Worker Comp Claim. HR will contact employees regarding possible FMLA situations.
- Accrued sick & vacation leave may be used to supplement time loss for a work-related injury, depending on employee's election at time of hire. Please contact Human Resources or Payroll for more details.

810 Military Leave

Employees who enter active service in any branch of the armed forces of the State of Idaho or of the United States shall be granted a leave of absence from employment with the City during his or her military service to the extent required by State and Federal law, including, but not limited to Idaho Code and provisions of the federal Uniformed Services Employment & Reemployment Rights Act (USERRA).

The City complies with applicable laws that govern the reemployment of veterans. This applies to all regular full and part-time employees. Temporary employees are not covered by this policy. Military Leave hours do not count toward hours worked for purposes of calculating overtime, but do count for seniority per USERRA.

- I. Enlistment, Reenlistment or Recall to Active Duty.** City employees who go on active duty with the armed forces, including enlistees, re-enlistees, and members of the National Guard, Army, Navy, Marine Corps, Air Force, and Coast Guard may serve a total of five years on active duty without loss of reemployment

rights. Employees should give as much notice as possible to allow for staffing adjustments. A copy of military orders to active duty is required.

II. Training Duty. Reservists' obligation for training will be allowed. Time spent in training will not be added to the 5-year limit on active duty. Reservists and National Guard members performing active or inactive duty for training must request a leave of absence for the period required to perform the training duty. The City will pay the employee's gross regular rate of pay at the normally scheduled number of hours for up to 120 working hours per fiscal year as military leave. This is not deducted from sick leave or vacation. Taxes and other deductions will be taken as normal. Employees must provide a copy of orders to training from the military to receive this benefit.

III. Return to Work Following Military Leave. A veteran seeking reemployment after active duty must have satisfactorily completed military service and must apply in writing to the City within the time frames provided by state and Federal law. The City will accord returning employees all rights vested by state or Federal law at the time of their return.

Failure to return to work or apply for reemployment within the specified time limits will cause the right provided by state or Federal law to be forfeited. In the event the position has been eliminated/restructured or the veteran is not qualified to perform the duties of the former position because of disability sustained in service, the employee is entitled to reemployment in some other position that he or she is qualified for. The position must have like seniority, status and pay unless circumstances have changed to make it unreasonable to do so.

IV. Reinstatement of Benefits Following Leave for Active Duty The veteran will receive insurance and other benefits offered by the City for the position as though the veteran had been continuously employed upon being reinstated from a military leave. A veteran will not accrue vacation/sick time while on military leave but will begin accrual at a level he/she would have been at upon their return but for the military leave.

See also [Veterans Preference](#) and [FMLA Military Leave](#).

811 Administrative Leave

Administrative Leave is a period of time authorized by a supervisor that the employee will not be allowed to work. The employee may or may not be paid during this leave depending upon whether the behavior that prompts the leave is premised upon employee misconduct or other circumstances. If the reasons for an employee being placed on unpaid administrative leave are investigated and found to be unsubstantiated and the employee is reinstated to duty, then back pay may be granted for the time on leave.

812 Layoff or Reduction in Force

Circumstances may require a short-term, long-term, or permanent reductions in city employment. In such circumstances, layoffs and returns from layoffs will be conducted in accordance with City needs and the guidelines below. In all instances, layoffs and recalls from layoffs will be made without regard to sex, race, religion, age, disability, national origin, marital or veteran status, color, or other protected status.

813 Separation from Employment

Employees who have resigned their employment with proper notice or were laid off are eligible for rehire based on the same terms and conditions as other applicants.

I. Voluntary Separation Employees who voluntarily terminate their employment should give at least two weeks' notice to their supervisor in writing stating the reason for the resignation.

II. Job Abandonment

The City of Post of Falls expects employees to report for work on time for every scheduled shift. An employee who is unable to report to work at the designated time is required to notify his or her supervisor as soon as practicable but no later than the employee's scheduled start time. Employees who fail to report to work for three consecutive business days without notifying their supervisor of the absence will be considered as having voluntarily resigned as a result of job abandonment.

If the employee is unable to contact the City of Post of Falls for any absence, he or she should ask a representative (such as a family member or friend) to do so on the employee's behalf. If the employee or a representative is unable to contact the City of Post of Falls due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or his or her representative from contacting the City within three days), the employee or his or her representative must contact the City of Post of Falls as soon as practicable to explain the situation. In extreme circumstances, the employer will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

III. Employee Separation Through Reduction in Force or Re-organization: From time to time, it may become necessary or desirable to reduce the workforce of the City to coincide with economic realities, changing needs of the community, changes in job functions or technology, reorganization resulting in the elimination or substantial modification of certain positions, or for other nonperformance-based

reasons. The provisions of this section are not applicable to positions which are temporary or casual in nature.

The City reserves to itself the exclusive authority to adjust overall City employment or employment within the various departmental organizations in accord with budget choices, including those of departmental organization and staffing, sustained revenue flow or principles of sound financial management.

In addition, determinations made by the Mayor and City Council, or by Department Heads with concurrence of the City Administrator may, at any time, reorganize departments to better match employees' skills, number and abilities with organizational needs, technology and departmental mission. Such reorganization may eliminate one or more positions to improve the efficiency of the department or consolidate duties within positions. Department Heads must submit any such recommendations that would result in a reduction in force to the City Administrator for approval.

- IV. Reduction of Force Not Subject to Appeal.** Termination of employment as a consequence of reductions in force authorized by the mayor and city council or by the city administrator, however initiated or implemented, is not subject to appeal as otherwise provided by this policy. When a reduction in force is deemed appropriate, Department Heads may choose to retain employees whose performance, skills, and abilities best match department needs.

- V. Return of Equipment and Deletion of Computer Access** Employees must return all City property such as tools, safety equipment, keys, uniforms, etc. upon separation. Department Heads are responsible for notifying payroll of appropriate, authorized deductions for the non-return of City property upon separation. An employment termination checklist, or alternative acceptable documentation, should be signed by employee and supervisor and sent to payroll prior to the employee's last day to document the return of or payment for items.

The IT Administrator should be notified prior to an employee/computer user's separation and should assist the department with disabling the computer network access and terminating email and voice mail accounts and conducting an inventory of all hardware and software for which the terminating employee has been responsible.

- VI. Exit Interview, Final Paycheck, and Separation Benefits** Employees or supervisors shall arrange for an exit interview with Human Resources as close to their last day of employment as practicable. At that time employees will be advised of any possible benefit costs and options. Final paychecks will reflect all obligations owed by the City and offsets that are the responsibility of the departing employee. Employees who have participated in the Public Employee Retirement System and the deferred compensation program may contact [PERSI](#) representatives regarding their retirement options.

**CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 9/20/2022**

DATE: 9/13/2022 1:32 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: Fiscal year 2023 Foregone Resolution Revised

ITEM AND RECOMMENDED ACTION:

The City of Post Falls has authority to increase property taxes by 3% annually. FY 2023 allowed the City to take \$394,714, however the difference that I calculated was \$325,850 (\$394,714 - \$68,864).

Kootenai County has instructed that the foregone calculation is the Maximum non-exempt property tax budget including foregone amount less the property tax levy which is \$213,695 (\$13,932,397 - \$13,718,702).

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

9/6/2022

APPROVED OR DIRECTION GIVEN:

Approved Resolution as presented.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, IDAHO, RESERVING THE FORGONE AMOUNT FOR FISCAL YEAR 2023 FOR POTENTIAL USE IN SUBSEQUENT YEARS AS DESCRIBED IN IDAHO CODE §63-802, et al.

WHEREAS, Idaho Code §50-235 empowers the city council of each city to levy taxes for general revenue purposes; and,

WHEREAS, Idaho Code §50-1002 requires the city council of each city in the State of Idaho to pass a budget, referred to as an annual appropriation ordinance; and,

WHEREAS, Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services; and,

WHEREAS, Idaho Code §63-802(1)(a) allows each taxing entity to increase property tax budget amounts by a maximum of 3%, plus an amount calculated based on the value of both new construction and annexation added during the previous calendar year, plus an amount for forgone taxes; and,

WHEREAS, Idaho Code §63-802(1)(f) requires that the City adopt an annual resolution to reserve additional forgone amount in order to utilize that amount in subsequent years; and,

WHEREAS, the City has met the notice and hearing requirements in Idaho Code §63-802(1)(f) to reserve the current year's increase in the forgone amount; and,

WHEREAS, the City intends to reserve \$213,695 of its current year's increase in allowable forgone amount.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF POST FALLS, IDAHO, that \$213,695 of the current year's allowable increase in its forgone amount is reserved and included in the City's total forgone balance for potential use in subsequent years.

PASSED by the _____ CITY COUNCIL on the _____ day of _____, _____.

MAYOR

ATTEST:

CITY CLERK

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: September 20, 2022**

DATE: 9/20/22
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: John Beacham, Public Works Director
SUBJECT: Property Purchase for Public Works Facility and Park

ITEM AND RECOMMENDED ACTION: City Council approves purchase and sale agreement and authorizes the Mayor to sign the closing documents for a property to serve as a future Public Works facility and city park.

DISCUSSION: In late 2021, the City finalized a facilities needs assessment. Among other short-term priorities, the plan called for the purchase of 8-12 acres to serve as a future Public Works facility when the water reclamation facility expands into the space currently used by the Streets, Fleet, and Water divisions.

A parcel which meets the needs for this facility was identified adjacent to the city boundary in northwest Post Falls. The City's Parks Master plan also calls for the installation of a future park in this area. Staff determined the two departments could likely share the identified 14.5-acre parcel and propose to split the funding and future utilization. Parks will pay for and use 33% of the site with Park Impact Fees and Public Works will pay for the remaining 67% of the site with budgeted funds identified for the purchase of land for a future operations facility.

The need for this property is several years into the future. However, given the lack of sufficiently sized parcels available for sale and the City's ability to wait for the necessary infrastructure to serve this site, purchasing the property now makes good long-term sense.

In order to ensure an opportunity for the purchase, staff entered into a purchase agreement contingent on Council Approval.

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

APPROVED OR DIRECTION GIVEN: Approved Facilities Master Plan, December 2021.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: The purchase price is \$990,000 plus closing costs. This will be split 2/3 to Public Works and 1/3 to Parks. Both amounts are within the respective budgets for FY2023 when this transaction will occur.

BUDGET CODE: 038-443.0000.96000 and 011-491.1803.93000





RE-24 VACANT LAND
REAL ESTATE PURCHASE AND SALE AGREEMENT

OCTOBER 2021 EDITION



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING. NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# 133508 DATE July 18, 2022

LISTING AGENCY Coldwell Banker Schneidmiller Realty Office Phone # (208) 699-1424 Fax #
Listing Agent Randy Cox E-Mail rcoc@cbidaho.com Phone #
SELLING AGENCY Coldwell Banker Schneidmiller Office Phone # (208) 765-2222 Fax #
Selling Agent Randy Cox E-Mail rcoc@cbidaho.com Phone #

1. BUYER: City of Post Falls by John Beacham, Public Works Director
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS 133508 Unknown
Post Falls City Kootenai County, ID, Zip 83854 legally described as:

GREENACRES IRR DISTRICT PLAT 7, TRS 84, 85 & 86 2951n05w
OR Legal Description Attached as exhibit n/a (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

2. \$990000 PURCHASE PRICE: Nine Hundred Ninety Thousand Dollars And Zero Cents
payable upon the following TERMS AND CONDITIONS (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property [] Yes [X] No

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.
(A). \$10000 EARNEST MONEY: Ten Thousand Dollars And Zero Cents

BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by: Held By: Delivered: Deposited:
[] Cash [] Responsible Broker [] With Offer [] Upon Receipt and Acceptance
[X] Personal Check [X] Closing Company [X] Within 5 business days (three [3] if left blank) [X] Upon Receipt Regardless of Acceptance
[] Cashier's Check [] See Section 5 [] See Section 5 [] See Section 5
[] Wire/Electronic Transfer
[] Note
[] See Section 5

THE RESPONSIBLE BROKER SHALL BE: Gary Schneidmiller

(B). ALL CASH OFFER: [] NO [X] YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement.

(C) Cash proceeds from another sale: [] Yes [X] No (No if left blank)

(D). \$ NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank then this Agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$ not including mortgage insurance, through [] FHA, [] VA, [] CONVENTIONAL, [] IHFA, [] RURAL DEVELOPMENT, [] OTHER with interest not to exceed % for a period of year(s) at:
[] Fixed Rate [] Other In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

SECOND LOAN of \$ through [] FHA, [] VA, [] CONVENTIONAL, [] IHFA, [] RURAL DEVELOPMENT, [] OTHER with interest not to exceed % for a period of year(s) at: [] Fixed Rate [] Other

LOAN APPLICATION: BUYER [] has applied OR [] shall apply for such loan(s). Within business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have the option to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard tot the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

BUYER'S Initials (JB) () Date 07/18/2022 SELLER'S Initials (BD) () Date 07-19-22

PROPERTY ADDRESS: 133508 Unknown

ID#: 133508

(E). \$ ADDITIONAL FINANCIAL TERMS:

- Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(F). \$980,000.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check.

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within 3 business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated below all contingencies in this Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised no later than 5 business days (five [5] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific provision of this Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER'S default. This contingency deadline shall not apply to the following contingency(ies): Contingent upon approval of Purchase by the City Council for the City of Post Falls, Idaho.

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies. Seller agrees that in the event of a default, only Option (1) in Section 30, accepting the Earnest Money as liquidated damages, shall be sought.

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below) and shall be transferred free of liens and in as-is condition. Unless specifically excluded below, the irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY are included in the purchase price and shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

7. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

8. INSPECTION:

(A). BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)

- 1. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
2. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER'S intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
3. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, internet and drainage.
4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability):

- 5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER'S or SELLER'S tax liability.

(B). BUYER chooses [] to conduct inspections, [X] not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 8.

BUYER'S Initials (JB) Date 07/18/2022 SELLER'S Initials (BD) Date 7-19-22

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PROPERTY ADDRESS: 133508 Unknown

ID#: 133508

126 If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter
127 referred to as the "Primary Inspection." BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to
128 neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the
129 PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within 30 calendar days (thirty [30]
130 if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of
131 termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe
132 and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make
133 BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make the
134 PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all
135 liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any
136 governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.
137 BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.
138

139 (C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

140 1. If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of
141 termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable
142 documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections.
143

144 2. If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory
145 inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.
146

147 3. If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, it shall end BUYER's timeframe for
148 inspections and is irrevocable. BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon
149 receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option,
150 may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items/conditions
151 requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Otherwise, immediately upon a written
152 response from SELLER that rejects BUYER's requests, in whole or in part, said response is irrevocable without consent of BUYER and BUYER may
153 proceed under 8(C)(4) below.
154

155 4. If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in
156 writing within the strict time period specified above, then within 3 business days (three [3] if left blank) the BUYER has the option of 1) negotiating
157 with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the
158 disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which
159 case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of
160 SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without
161 the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice.
162

163 9. SELLER DISCLOSURES. Within 2 business days (two [2] if left blank) from acceptance SELLER shall disclose, and provide copies if available, to
164 BUYER the following:

- 165 (a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation,
166 environmental reports, soil studies, seismic studies, site plans and surveys;
167 (b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or
168 compliance with building codes;
169 (c) SELLER shall make available for inspection all documents in SELLER'S possession relating to ownership, operation, renovation or development of
170 the PROPERTY including: statements for real estate tax assessments and utilities for the last year; property management agreements; leases or other
171 occupancy agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or leases of
172 personal property used in connection with the PROPERTY; and
173 (d) all other documents described in any Addenda or Counteroffer to this Agreement.
174

175 10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
176 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any
177 governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out
178 of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken
179 subject to, exist unless otherwise specified in this Agreement.
180

181 11. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are
182 advised to talk to a title company about any other coverages available that will give the buyer additional coverage.
183

184 (A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 6 business days (six [6] if left blank) of final acceptance of all parties, [X] SELLER or
185 [] BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of
186 any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 2 business days (two [2] if left blank) after receipt
187 of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation
188 provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is
189 not marketable, and cannot be made so within 2 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of
190 defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the
191 cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R
192 terms directly with a homeowner's association after closing.
193

194 (B). TITLE COMPANY: The parties agree that North Idaho Title Company located
195 at 601 E Front St, Coeur d Alene, ID 83814 shall provide the title policy and preliminary report of commitment.

BUYER'S Initials (JB) Date 07/18/2022 SELLER'S Initials (BD) Date 7-19-22

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196 (C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the
197 amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set
198 out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the
199 standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title
200 company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and
201 endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any
202 increase in cost unless otherwise provided herein.

203 (D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage
204 Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in
205 the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

206
207 12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER
208 agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be
209 subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed
210 Homeowner's Association Documents: Yes No N/A. Association fees/dues are \$ _____ per _____
211 BUYER SELLER Shared Equally N/A to pay Association SET UP FEE of \$ _____ at closing.
212 BUYER SELLER Shared Equally N/A to pay Association PROPERTY TRANSFER FEES of \$ _____ at closing.
213 BUYER SELLER Shared Equally N/A to pay Association STATEMENT OF ACCOUNT FEE of \$ _____ at closing. Association Fees are
214 governed by Idaho Code 55-116 and 55-1507.

215
216 13. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used
217 for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may
218 be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 et seq. If you have questions
219 regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the
220 option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be
221 required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the
222 property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may
223 be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

224
225 14. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been
226 planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this
227 contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any
228 right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant
229 who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract
230 Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

231
232 15. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the
233 State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning
234 noxious weeds and your obligations as an owner of property, contact your local county extension office.

235
236 16. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY, and owned by SELLER, are included in and are part of the sale of this
237 PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

238
239 17. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights,
240 and the like, if any, appurtenant to the PROPERTY, and owned by SELLER, are included in and are a part of the sale of this PROPERTY, and are not
241 leased or encumbered, unless otherwise agreed to by the parties in writing.

242
243 18. RIGHT TO FARM: BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects,
244 agricultural land use by limiting certain nuisances.

245
246 19. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially
247 damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

248
249 20. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real
250 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized
251 by the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a
252 business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day
253 shall be the first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent
254 business day.

255
256 21. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real
257 PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed
258 shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference
259 to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

260
261 22. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or
262 unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

263
264 23. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile
265 or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, the LENDER, the Closing company,
266 or either broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER

BUYER'S Initials JB) Date 07/18/2022 SELLER'S Initials BD) Date 07-19-20

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267 consent to conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform
268 Electronic Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker
269 or real estate licensee working on behalf of a party hereto, shall constitute delivery to that party.
270

271 24. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to
272 sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. All
273 parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email
274 from any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or authorizes the use of, electronic transfer of funds
275 in a transaction all parties hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising
276 out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the
277 transfer process or stealing funds.
278

279 25. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical
280 copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall
281 together constitute one and the same instrument.
282

283 26. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the
284 matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written
285 agreement signed by each of the parties.
286

287 27. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.
288

289 28. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on
290 its behalf warrants his or her authority to do so and to bind BUYER or SELLER.
291

292 29. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies
293 listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date):
294 unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs immediately when due and regardless of transaction
295 closing, unless otherwise indicated. These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction
296 fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties
297 in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other
298 costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested
299 costs/inspection reports as indicated below shall be provided to the other party within 10 business days (ten [10] if left blank) prior to closing.

Table with columns: COSTS, BUYER, SELLER, Shared Equally, N/A, CONTINGENCIES, BUYER, SELLER, Shared Equally, N/A. Rows include Appraisal Fee, Long Term Escrow Fees, Closing Escrow Fee, Survey, Flood Certification/Tracking Fee, Title Ins. Standard Coverage Owner's Policy, Title Ins. Extended Coverage Lender's Policy - Mortgage Policy, Additional Title Coverage, Water Rights/Shares Transfer Fee, Attorney Contract Preparation or Review Fee, Septic Inspections, Septic Pumping.

300 Upon closing SELLER agrees to pay [] n/a% of the purchase price OR [] \$n/a (dollar amount) (N/A if left blank) as a
301 SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not
302 limited to those items in BUYER columns marked below. This concession can also be used for any other expense not related to financing at the
303 BUYER'S discretion.
304

305 30. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
306 damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make
307 demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker
308 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees,
309 inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker,
310 provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically
BUYER'S Initials (JB) Date 07/18/2022 SELLER'S Initials (BD) Date 07-19-22

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acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

31. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing company shall not be required to take any action but may await any proceeding, or at Broker's or closing company's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

32. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

33. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

34. AUTHORITY OF SIGNATORY: If a party is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind the party.

35. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) October 10, 2022. The parties agree that the CLOSING COMPANY for this transaction shall be North Idaho Title Company located at 601 E Front St, Coeur d'Alene, ID 83814. If a long-term escrow /collection is involved, then the long-term escrow holder shall be n/a.

36. CONDITION OF PROPERTY AT CLOSING: Upon closing, BUYER agrees to purchase the PROPERTY in as-is-condition with all faults and with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing. Upon Closing, BUYER will assume all obligations with respect to the PROPERTY.

37. POSSESSION: BUYER shall be entitled to possession [X] upon closing or [] date n/a at n/a [] am [] pm

38. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated [X] upon closing or as of [] date n/a. BUYER to reimburse SELLER for fuel in tank [] Yes [] No [X] N/A. Dollar amount may be determined by SELLER's supplier.

39. SECTION 1031 TAX DEFERRED EXCHANGE: If applicable, each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

40. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

- Section 1:
[] A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
[] B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
[] C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
[X] D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).
Section 2:
[X] A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
[] B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
[] C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
[] D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials (JB) () Date 07/18/2022 SELLER'S Initials (BD) () Date 07-19-22

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41. ASSIGNMENT: This Agreement and any rights or interests created herein [X] may [] may not be sold, transferred, or otherwise assigned.

42. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) Jul 20, 2022 at (Local Time in which PROPERTY is located) 5:00 [] A.M. [X] P.M.

43. BUYER'S SIGNATURES:

[] SEE ATTACHED BUYER'S ADDENDUM(S): (Specify number of BUYER addendum(s) attached.) [] SEE ATTACHED BUYER'S EXHIBIT(S): (Specify number of BUYER exhibit(s) attached.)

[] BUYER does currently hold an active Idaho real estate license. [] BUYER is related to agent.

BUYER Signature City of Post Falls by John Beacham, Public Works Director

BUYER (Print Name) City of Post Falls by John Beacham, Public Work

Date 07/18/2022 Time 4:30 PM PDT [] A.M. [X] P.M.

Phone # Cell #

Address

E-Mail jbeacham@postfallsidaho.org

City State Zip

Fax #

[] BUYER does currently hold an active Idaho real estate license. [] BUYER is related to agent.

BUYER Signature

BUYER (Print Name)

Date Time [] A.M. [] P.M.

Phone # Cell #

Address

E-Mail

City State Zip

Fax #

44. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

[] SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER

[] COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S) # [] COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S) #

[] SELLER does currently hold an active Idaho real estate license. [] SELLER is related to agent.

SELLER Signature [Signature]

SELLER (Print Name) Drahosh Bulbuk

Date Time [] A.M. [] P.M.

Phone # Cell # 503-750-3526

Address

E-Mail qualityexpresscorp2@gmail.com

City State Zip

Fax #

[] SELLER does currently hold an active Idaho real estate license. [] SELLER is related to agent.

SELLER Signature

SELLER (Print Name)

Date Time [] A.M. [] P.M.

Phone # Cell #

Address

E-Mail

City State Zip

Fax #

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within calendar days (three [3] if left blank) by BUYER initialing HERE () () Date . If BUYER timely approves of SELLER'S late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

**CITY OF POST FALLS
AGENDA REPORT
STAFF REPORTS
MEETING DATE: September 20, 2022**

DATE: 9/13/22
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Enderud, City Administrator
SUBJECT: Request for Building and Planning Permit Fee Waiver for Non-Profits

ITEM AND RECOMMENDED ACTION: City Council direct staff to move forward with a formal policy to allow for the partial waiver of building permit, plan review fees and planning and zoning permit fees for eligible non-profits or direct staff to deny the request and not formulate a policy.

DISCUSSION: The Mayor received a request to waive the building and planning permit fees associated with the Boys and Girls Club expansion. The Mayor turned the request over to staff to gather additional information and bring the request forward to Council for consideration.

Staff recommends that if Council chooses to waive these types of fees, that a policy be adopted to ensure fairness and that the fee waiver is being applied uniformly.

Staff has drafted the attached policy for consideration and reached out to Idaho cities to see if any of them are providing fee waivers for this type of request. At the bottom of the draft policy, I have listed the responses received. In general, most are not waiving these fees. Hayden provided the comment that it becomes difficult to decide who to pick over another when deciding between the Boy Scouts or the Humane Society or the Food Bank, etc. All provide benefit to the community.

Council may choose to not waive any of these fees, modify the attached policy draft to limit the scope of eligible entities, provide other feedback on the draft policy, and/or direct staff to bring back the draft policy for adoption.

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: Draft policy with list of city responses.

Non-Profit Building Permit and Plan Review Fees and P & Z Permit Fee Waiver Policy

The City may waive certain (building permit and plan review fee; planning and zoning permit fees) if requested by the applicant. No City impact fees, or capitalizations fees are eligible for waiver requests. City staff will determine the amount of the eligible fees to be waived based on this policy and the City's budget needs. No fee waivers will be more than 50% of the fees due prior to the waiver request. Also, the City, in its discretion, may require that the fees eligible for waiver be paid during the normal development review process pending completion of the project. Once the project is complete, the City will refund the eligible amount.

To qualify for a fee waiver request, the applicant must meet the following criteria:

- The owner of the project must have a Non-profit status with the intention of running a non-profit business from the project
- Demonstrate how the project will provide a long-term community benefit
- Demonstrate how the project will provide responsible development that complies with all applicable city development requirements and sustainable development principles
- Fill out the attached form requesting the fee waiver.

<u>City Name</u>	<u>Provide a Waiver of Fees</u>	<u>Comments</u>
Twin Falls	Waive Building Permit/Plan Review Fees	No policy, take each to Council Also waive for public entities
Ketchum	No	Waiver for community housing
Bonnars Ferry	No	Council has opted not to waive
Ammon	No	
Orofino	Has waived for Museum and Library	"community related"
Hailey	No	
Hayden	No	
CDA	No	
Rathdrum	No	
Jerome	No	
Burley	No	
Sandpoint	No	
McCall	No	Attorney advised violates Idaho Constitution (cities cannot gift anything of value without receiving something in return, unless someone can make a finding that it is in the public interest).