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**CITY COUNCIL  
MEETING AGENDA**

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

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

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**WORKSHOP – 5:00 pm Basement Conference Room**

Topic: Cottage Home Design Standards

**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 – Safe Infant Sleep Awareness Month

**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 20, 2022, City Council Meeting
- b. Payables – September 13, 2022 – September 26, 2022
- c. Morris Annexation Reasoned Decision
- d. Bel Cielo III Legislative Decision
- e. Ashlar Ranch Annexation Reasoned Decision
- f. Hydrilla Estates Zone Change Reasoned Decision
- g. July Cash and Investments

- h. The Northshore District Master Development Agreement
- i. Mongeau Meadows Subdivision Construction Improvement Agreement
- j. Pasture View Estates Subdivision Plat Application
- k. Mongeau Meadows Annexation Development Agreement and Dedications
- l. Mongeau Meadows Master Development Agreement

## 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. Hargrave-Hathaway Annexation File No. ANNX-22-8

## 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. Ponderosa Lift Station Replacement – Change Order to Extend the Project Schedule and Increase to Contract Value
- b. Ordinance – Mongeau Meadows Annexation

## 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. Belt Filter Press Rehabilitation Project

## 5. CITIZEN ISSUES

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

## 6. ADMINISTRATIVE / STAFF REPORTS

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

## 7. MAYOR AND COUNCIL COMMENTS

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

## 8. EXECUTIVE SESSION

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

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

**RETURN TO REGULAR SESSION**

**ADJOURNMENT**

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

Mayor Ronald G. Jacobson

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

Mission

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

Vision

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

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

## Calendar of Meetings & Events

Oct 1	2:00 pm	<b>Running Shoes and Micro Brews 5K Fun Run – Kiwanis Park</b>
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	<b>Pumpkin Bowl – Adult Men’s Flag Football Tournament – Warren Field</b>
Oct 31		<b>Halloween</b>
Oct 31	3:00 pm	<b>Trick or Treating at City Hall</b>
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	<b>Holiday Craft Fair at Trailhead Event Center</b>
Nov 8	5:30 pm	Planning and Zoning Commission
Nov 11		<b>City business offices will be closed in Observance of Veterans Day</b>
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	<b>Wild Turkey Dodgeball Tournament</b>
Nov 22	6:00 pm	Parks and Recreation Commission
Nov 24		<b>Thanksgiving – City business offices will Be closed</b>
Nov 25		<b>City business offices will be closed in Observance of Thanksgiving</b>
Dec 2	6:00 pm	<b>Winterfest – City Hall Plaza</b>

# Post Falls City Council Meeting

## October 4<sup>th</sup>, 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

### 5:00pm Workshop – Cottage Home Design Standards

#### Ceremonies, Announcement, Appointments, Presentation:

- a. Proclamation – Safe Infant Sleep Awareness Month

#### 1. Consent Calendar

- c. Morris Annexation Reasoned Decision – The Planning Division requests approval of the annexation decision document. The twelve acre property with a requested zoning designation of Community Commercial Services (CCS) is located 500' due north of Prairie Avenue along the west side of Highway 41. The annexation and zoning were approved at the September 6, 2022, Council public hearing. If Council accepts the Reasoned Decision, the Mayor will sign the documents.
- d. Bel Cielo III Legislative Decision – The Planning Division requests approval of the legislative decision document. The five acre property with a High-Density Residential (R3) zoning designation request is located south of East 16<sup>th</sup> Avenue and east of Highway 41. The annexation was denied at the August 16, 2022, Council Public hearing. If Council accepts the legislative decision, the Mayor shall sign the document.
- e. Ashlar Ranch Annexation Reasoned Decision – The Planning Division requests approval of the annexation decision document. The ten acre property with a requested zoning designation of Single-Family Residential (R1) is located east of Highway 41 and north of East 12<sup>th</sup> Avenue. The annexation and zoning were approved at the August 16, 2022, Council public hearing. If Council accepts the Reasoned Decision, the Mayor will sign the documents.
- f. Hydrilla Estates Zone Change Reasoned Decision – The Planning Division requests approval of the zone change decision document. The 5.37 acre property which was zoned Single-Family Suburban (R1S) will be changed to Single-Family Residential (R1). The

property is located on the northeast corner of North Howell Road and West Fisher Avenue. The zone change was approved at the September 6, 2022, Council public hearing. If Council accepts the Reasoned Decision, the Mayor shall sign the documents.

- g. July Cash and Investments – The Finance Department requests approval of the cash and investment balances for July in compliance with Idaho Code.
- h. The Northshore District Master Development Agreement – The Planning Division requests approval of the MDA for the abovementioned project. The applicant has requested a Planned Unit Development for approximately ten acres into twenty four Single-Family Residential Lots (R1). The request was approved at the September 13, 2021, Council public hearing. If approved, the Mayor shall sign the agreement.
- i. Mongeau Meadows Subdivision Construction Improvement Agreement – The Engineering Division requests approval of the CIA for the abovementioned subdivision. The agreement sets forth the typical expectations and responsibilities of the City and the developer. If approved, the Mayor will sign the documents.
- j. Pasture View Estates Subdivision Plat Application - The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor shall sign the documents.
- k. Mongeau Meadows Annexation Development Agreement and Dedications – The Planning Division requests approval of the Annexation Development Agreement, Right-of-Way, and Easement Dedications for Mongeau Meadows. The annexation of approximately 3.91 acres into the city with a zoning designation of Single-Family Residential (R1) was approved at the June 21, 2022, Council public hearing. If approved, the Mayor will sign the provided documents.
- l. Mongeau Meadows Master Development Agreement - The Planning Division requests approval of the MDA for the abovementioned project. The applicant has requested to subdivide 3.91 acres into 17 Single-Family Residential (R1) lots. The annexation and zoning request was approved at the June 21<sup>st</sup>, 2021, Council hearing. If approved, the Mayor shall sign the agreement.

## 2. Public Hearings

- a. Hargrave-Hathaway Annexation File No. ANNX-22-8 – Opportunity for public comment is given on the request from Kimberly and Brett Hargrave and Will and Ute Hathaway to annex approximately 9.63 acres into the City of Post Falls with a zoning request of Residential Mixed (RM) zoning. The property is located northeast of the intersection of Clark Fork Parkway, north of Poleline Avenue, and west of Chase Road. The surrounding areas are R-1-S lots to the north, to the east is the Berkshire Place Subdivision, to the west is a single family residential lot in Kootenai County, and south is the developing Montrose Community with single-family homes. At their July 25, 2022, meeting, the Planning and Zoning Commission recommended approval of the zoning as requested. The PFHD wrote in as in favor of the annexation. 19 people testified or wrote in as opposed to the annexation and zoning, 2 people testified in favor. After comment and discussion, Council should either approve or deny the annexation as presented.

### 3. Unfinished Business

- a. Ponderosa Lift Station Replacement: Change Order to Extend the Project Schedule and Increase the Contract Value - Public Works Projects Division Manager Andrew Arbini requests approval of the change order, extended project schedule, and increase to the contract value. The procurement of the backup generator and motor control centers is taking several months longer than originally expected. There was a negotiated project shutdown to allow for the delivery of the equipment and a more efficient use of project resources. The negotiated extension will add 108 days and increase the contract value by \$120K. There is also a change requiring upsizing of a manhole for \$2,500. The combined total of these change orders represent utilization of 44% of the authorized project contingency. The revised project completion date will be August 22, 2023. If approved, the Mayor will sign the provided documents.
- b. Ordinance: Mongeau Meadows Annexation – This ordinance formalizes the annexation approved at the June 21, 2022, Council public hearing. Council may adopt the ordinance or take no action.

### 4. New Business

- a. Belt Filter Press Rehabilitation Project – Utility Manager Craig Borrenpohl requests approval for the purchase of the water reclamation facility Andritz belt filter press. Biosolids generation will increase with the start of tertiary treatment increasing demands on existing equipment. A company representative from Andritz evaluated the existing belt press and presented a quote for parts and labor of \$94,484.10. If Council approves the purchase, the project will proceed.

### 6. Administrative / Staff Reports

### 8. Executive Session

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



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**CITY COUNCIL  
MEETING MINUTES**

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

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

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**WORKSHOP – 5:00 pm Basement Conference Room**

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

Topic: Area of City Impact Discussion, Warren Wilson City Attorney Presenting:

Idaho growth and land use is governed by the Local Land Use Planning Act (LLUPA) that was adopted in 1975 to modernize the land use process in the state. LLUPA is codified at Title 67, Chapter 65, of Idaho Code. Idaho Code 67-6503 Participation of Local Governments says every city and county shall exercise the powers conferred by this chapter. The LLUPA is used to ensure adequate public facilities/services, ensure that the state and local economy is protected, encourages urban development within cities, and protects agricultural uses. LLUPA requires that each jurisdiction adopt a Comprehensive Plan to guide growth. The Comprehensive Plan must forecast anticipated growth and provide a roadmap of the anticipated public services/facilities needed to serve that growth. The plan must also provide an analysis of economic development in the City and the needed land uses to support the economy – including sufficient housing of all kinds and for all incomes. Cities are required to plan for, and accommodate, growth to ensure they can provide necessary infrastructure, housing, and other needs to ensure that the state and local economy remains vibrant and that there is a healthy local housing market – of all types. Areas of City Impact (ACI) are related to annexations as they help guide where a city is likely to grow and protects those areas by establishing negotiated rules that will apply in those areas until they are annexed. Cities must have an ACI before they can annex adjacent properties.

Planning Commission Membership:

- 8 members
- Staggered 4-year terms, two expires each February 2 term limit without approval of 2/3 of Council
- State law requires that members must have resided in the County for 2 years prior to appointment.
- Appointed by Mayor and confirmed by majority vote of Council.
- Political affiliation cannot be considered in appointment.
- Can only be removed for cause.
- Intended to remove membership from political pressure.
- Membership should be broad based.
- Also serves as the Impact Fee Advisory Committee.
  - State code requires at least 2 members be active in real estate, development, or construction and at least 2 members who are not.

**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 - **Present**

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

- a. The annual Shoes & Brews 5K Fun Run is Saturday, October 1<sup>st</sup> at 2pm at Kiwanis Park. This is a non-competitive fun run for all ages. Register online at [postfalls.gov](http://postfalls.gov).
- b. 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.*

**Motion by Malloy to remove Consent Calendar item f Vehicle Disposal of a 2013 Ford F150 Pickup from the Agenda.**

**Second by Thoreson.**

**Vote: Thoreson-aye, Walker-Aye, Malloy-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**

*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 – **Removed from agenda**

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

**Second by Borders.**

**Vote: Borders-Aye, Shove-Aye, Walker-Aye, Thoreson-Aye, Malloy-Aye, Ziegler-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. Froehlich Zone Change File No. ZC-22-5

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

### **Staff Report**

Laura Jones, Associate Planner presenting: The requested action is to rezone approximately 1.88 acres from the existing single-family residential (R-1) zoning designation to the medium density residential (R-2) zoning designation. The Future Land Use Map designates this site as low-density residential. Cecil Road and 16<sup>th</sup> Avenue, both Major Collector Roadways, are designed to accommodate traffic volumes of 4,000-12,000 vehicles per day.

### **Applicant**

Tessa Vogel, Ruen-Yeager Associates presenting: The location is at 1627 N Cecil Road. We are requesting a rezone from single-family residential (R-1) to medium-density residential (R-2) to allow for a future subdivision at the medium density residential density. At the July 25<sup>th</sup> Planning and Zoning Commission they recommended approval. The landowners propose a rezone of the site from R-1 to R-2 to allow for a future subdivision to subdivide the existing dwelling and garage from the rest of the property and to create a subdivision at the R-2 density for the remaining land. The number of lots possible at the R-2 density will depend on housing type, built roads, easements, landscaping, common open space, setbacks, and reduction of acreage from existing home and outbuilding being subdivided off onto their own lot. The proposed rezone would put a block of R-2 zoning at the corner of N. Cecil Ave. and 16<sup>th</sup> St. The site is served by the City of Post Falls for sewer, Ross Point Water District for water, and Avista Utilities or Kootenai Co-Op for power. The site is adjacent to one of the County islands within the city boundaries. The addition of the subdivision and eventual housing development has the potential to encourage the annexation of this island. If the rezone were to be approved and this island were to be annexed, the subject site could connect the R-2 zoning of the subject site to the R-2 zoning of the City lots south of the County Island along E. Solena Ave. if the annexed properties were also zoned R-2. The County Island borders the Community Commercial Service (CCS) zone which allows High-Density Multi-Family Residential uses, so it is logical to have this island zone R-2 which transitions then into the R-1 zone. This layout would create a subtle transition of zones.

### **Testimony**

In Favor

None

Neutral

Samantha Steigleder (Post Falls): I am a big proponent of R-2 because it is not R-3. I am advocating for the slideshow be available for the citizens to view before the hearing so that we can see what criteria would be used. Also, what would be more positive or beneficial to the city than what it is already zoned. It would be cool if we could see some product.

#### In Opposition

Tara Hinsdale (Post Falls) not wanting to speak: In opposition due to population density increase related to decreased quality of community living standards.

John Leonyardt (Post Falls): We have homes sprouting all over the place. We need more community stuff for the citizens. We have parks and that is about it. for this corner be mindful of what is there.

Alicia Zoos (Post Falls): Listed other areas that are around this parcel. The traffic is wild and non-stop day and night there. If this is built, we would have no privacy in the subdivision across the street. When the notice went out there was a lot of confusion with it.

#### Rebuttal

Vogel: a lot of the concern from the public the developer would not have any control over. Apartments are not allowed in this zone. Infrastructure has been noted are being provided for the area. Community items for citizens is not something that the developer is required to provide.

**Public Hearing closed at 6:41pm.**

**Public Hearing re-opened at 6:41 pm.**

Malloy: What is the access point on Cecil and 16<sup>th</sup> look like for this development?

Rob Palus, Assistant City Engineer: they would not be allowed for individual driveways onto Cecil or 16<sup>th</sup>. I would anticipate at the very least due to the small size of the lot one access on 16<sup>th</sup> and one on Cecil.

#### Testimony Rebuttal

John Leonyardt (Post Falls): The intersection has over 100 ft of fence line. Where would the driveway go with the exiting house that is there.

#### Applicant Rebuttal

Vogel: We will be using design specialist and work with the city, Fire Department, Police Department on this.

**Public Hearing Closed again at 6:46pm.**

#### Zoning Criteria

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

Borders: Yes, low density.

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

Thoreson: The infill development does apply there and pedestrian connectivity.

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: Street classification are adequate.

Borders: Connection to the sewer. Protection of the aquifer.

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.

Thoreson: it is a half mile of Hwy41 and a mile from Mullan.

Malloy: There are some high intensity uses nearby.

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

Shove: So, based on our comments before, am I correct it does not matter our opinion it's just based on the criteria?

Warren Wilson, City Attorney: In order to grant an approval, they have to meet all the criteria. That does not mean it is entitled to and approval. If there are other Comprehensive Plan Policies that apply and take it another direction, you are free to say it should not be approved because of this and why. This is not the only zone that fits in this area per our Future Land Use Map.

Shove: I have two concerns. One is the traffic. I am very familiar with this intersection and am concerned with how close it is to the intersection. The other one is not seeing the need or benefit is. I do not know I could point to and of the policies that it fits or does not fit.

Malloy: The goals of the Comprehensive Plan ask for a variety of housing, and this would provide that. Being next to a church would look weird to have four single-family houses there. As far as traffic yes there is a lot going on there. I do not think a few duplexes on the corner are going to get noticed. It is not possible to fit in much there.

Ziegler: I like the pedestrian connectivity. The housing variety. It seems like we mostly see high-density, and it is nice seeing something lower. And third one of the goals is to foster long-term health of the community. Townhomes have an entry level to help people gain equity in their homes to move up into a more of an R-1 situation.

Walker: I agree with everyone. My only concern is how close it is to the intersection, but I do like the frontage improvements that will happen.

Thoreson: it is a 1.8-acre site, infill, variety of housing and improvements to sidewalks and curbs is a plus.

Borders: I think our staff will do their best figuring out the in and out of this

**Motion by Thoreson to approve the Froehlich Zone Change File No. ZC-22-5.**

**Second by Malloy.**

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

b. Ashford Place Annexation File No. ANNX-22-5

**Public Hearing opened at 6:56 pm.**

**Staff Report**

Ethan Porter, Associate Planner presenting: The requested action is to be annexed into the city with the zoning designation of single-family residential (R-1) on approximately 12.26 acres. Water is provided by Ease Greenacres Irrigation District and Wastewater by the City of Post Falls. The benefits of this being annexed are:

- Prevents sub-standard development in the County.
- Address future needs through annexations.
- Promotes compatible, well-designed city development.
- Addresses lack of available single-family residences.
- May create housing for residents of all ages.
- Pay impact fees to parks, public safety, streets, and multi-modal transportation.

Concerns are:

- approximately 25% of workforce can afford single-family housing, whereas 5 years ago 75% could afford.
- Adequate parks west of McGuire Road. Approximately 3,100 feet to Park in the Meadows. Approximately 830 feet to Beck Parks.
- Impact to Schools.
- Parking to be addressed through single-family development.

McGuire Road 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. The proposed zoning is compatible with the land uses anticipated within the City's Master Plans. The annexation proposed is not near higher intensity urban activities, which would primarily be along Highway 41, Mullan Av, Seltice Way, and some along Spokane St.

**Applicant**

Gordon Dobler, Dobler Engineering presenting: The Future Land Use Map identifies this area as transitional. The R-1 district is a low-density residential zone that is an enabling zone in the transitional area and is compatible with the surrounding zoning and land use. Lower density residential provides appropriate buffer between Business Commercial land use and larger acreage lots east of McGuire. This development would have 32 proposed residential lots and a dedicated open space tract of 0.23 acres. There would be pedestrian connectivity to McGuire Rd. The property would access McGuire Rd. which is a minor arterial. Additional right-of-way would be dedicated with annexation and roads would be widened with development. The property would access McGuire Rd and provide for future connection to Grange and the property to the north. Construction on multi-use path on McGuire would be a requirement of development. Based on this annexation of this property would provide for orderly and efficient expansion of the City. For this reason, and those mentioned, annexation would be a benefit to the community.

Malloy: The 2.7 cap where is that?

Dobler: That is in the annexation agreement.

## Testimony

### In Favor

Jeremy Voeller (Post Falls): I am one of the attended builders of this project. We have done this type of product just north of the Meadows and am happy to answer any questions.

### Neutral

Angela Adams (Post Falls): My property is surrounded on three sides by the developer. We are the workforce housing people are talking about. We worked hard for our property. There is still plenty of infill property for the City to annex. Why do you feel now is the right time to annex county property? Are you just trying to follow the Comprehensive Plan, or can you vote what you feel?

Samantha Steigleder (Post Falls): I live in this area across the street in a beautiful neighborhood. The Meadows is a fantastic neighborhood and hope the developer can keep this feel. What are the developers plan for their other lots they own around here?

### In Opposition

Dr. Clevenger (Post Falls) not wanting to speak: Thank you for the opportunity to be heard here tonight. It is wonderful to be able to have our opinions heard. I really appreciate it. My name is Steve Clevenger. I live at 2357 W. Grange Ave in what used to be the old grange. I practiced dentistry for many years before retiring. During that time, I often had to present unfortunate treatment choices to individual that were suffering. When we ask ourselves how we got into such unpleasant circumstances, the answer almost always doesn't stem from one big bad decision but results from many small, poor choices. In the overall view of the city of Post Falls, to annex or not annex this parcel is a small decision. But this is a poor choice for the neighborhood and the community. I attended both public planning commission meetings as well as the council meeting last year when this project was presented and rejected. I don't recall a single neighbor standing up and saying this annexation is a good idea. Last night when I was thinking about what I wanted to say here, I thought I could review the many objections that have already been presented. I could point out the project here tonight is simply a phased version of what was presented last time with all the attending problems. All they have done is divide it into two parts. It should be obvious that if you approve this tonight, the developer will be back seeking approval for the next phase in the future. Or I could point out how, in the last couple of years that the traffic volume and speed has increased dramatically on McGuire. Your traffic studies report that the road could support more vehicles, but is that what is best for the neighborhood? The developer points out how there are two existing parks within .7 miles. But good luck to the children that try to cross McGuire even with crosswalks to access these parks. Allowing higher density housing at the expense of agricultural land and arguing that that is a better transition to the light industrial off Pleasant Valley makes no sense. The existing zoning provides a much better transition. We need housing but there are lots of areas within Post Falls that are much more suitable without expanding the city size. Please don't let unhindered growth, diminish what we all enjoy about Post Falls. I urge you to vote against this annexation. One more thing, no matter how you vote, I want you all to do one thing tonight before you go to bed – floss!

Larry Castor (Post Falls): Grange through the Meadows subdivision is already too busy. Traffic is much too fast. Danger for residents and especially children. This rezoning will only make it worse. We need traffic control, speed bumps, dips, and/or closure to prevent it from being a through-street.

Theresa Fuller (Post Falls): With the developments going in it is creating a division in the area. We see long fences and few trees. Unless the developers change the orientation of the houses to include the surrounding neighborhoods, I am against this.

Jeff Adams (Post Falls): I think R-1-S would be a better fit. They want to put a good size shop, that would not leave much space left. I have read the Wastewater Master Plan. When we bought our

house there was a moratorium on building. I have not seen any improvements done. My questions are what's changed.

Donald D. Judd (Post Falls): I farm the property immediately adjacent to this development. There has been no change to their plan since came before you last time. The neighbors are against this. the Comp Plan says a subplan should be developed to help the transition with large lots uses. The decision of the last Council should remain this there is a change in the proposal.

William Fuller (Post Falls): I am not opposed to development but from an historical perspective. In the past there was a push in cities to get rid of small farms. After 30 to 40 years of this we have one city running into another all-small housing or multi-family housing. You can drive through a few counties and see concrete and houses. This example is in northern Los Angeles County, and we are beginning to see it here. We have something that is very attractive to people. I would argue you to vote no and keep the quality of life the way it is.

Gail Randall (Post Falls): I sent an email to city council on June 10, 2022, with specific references to the city and county Comprehensive Plans explaining how I don't think this subdivision falls within certain guidelines of those plans. I hope you all had the time to read my email. In addition, I would like to say that the area between McGuire Road and Pleasant View Road from Seltice Way to Hwy 54 has been designated as "transitional". I don't really know what that designation means, but I counted about ten 5-acre parcels and two 2.5-acre parcels on the west side of McGuire between Gabriel Estates subdivision and Grange Ave. 7 parcels have homes on them and 1 home in the 2.5 acres to 2.7 homes per acre between Gabriel Estates subdivision and the proposed Ashford Place subdivision does not seem to be transitional to me. it seems like a drastic change. I feel the transition needs to be a bit more gradual. I would like to stress one more point that was in my prior email to City Council, 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 which are noisy. 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. Imagine that a subdivision was built bordering our 5-acre parcel and the houses bordering the back line of my property were trying to have a graduation party or family BBQ and we decided to do hay that day or spray for weeds in our pasture or run irrigation pipes. It's not fair to us or the subdivision homeowners.

Peter Haynos (Post Falls): Lack of consideration to impact on infrastructure, traffic, internet, and park area for children of the new housing.

### **Rebuttal**

Dobler: The City has certain requirement for street assess. Sewer would not have to be pumped; this portion is gravity.

Ryan Stocker (CDA): I am the developer. We looked at what it could look like with larger lots. With roadway dedications that did not work out. We did take the other parcel out of this proposal. We are still working on that. We did look at this with consideration of the neighbors.

Malloy: Does Mr. Beacham have any comments on the sewer?

John Beacham, Public Works Director: I do not believe we had a moratorium in 2018. We did do upgrades to the downstream Montrose Lift Station that connected it directly to the wastewater station we also upgraded some pumps.

Malloy: so, the original plan was to build another lift station but instead we upgraded one.

Beacham: The current plan did not have another lift station.

Wilson: If there was a moratorium the Council would have adopted it and there was no moratorium.

**Public Hearing closed at 8:04 pm.**

Mayor: First question, does Council want to entertain an annexation?

Shove: When it was denied a year ago, what when into that?

Malloy: I can speak to that. Part of the concern was there was no development plan at all. It also included the parcel on the other side of the home so you would have road improvements then none then road improvements. So, no density limit and the Grange improvements.

Borders: I still have a concern of traffic onto Grange. I think the access on to McGuire is too close. And safety on the crosswalks.

Ziegler: I would feel better about to annexation if I felt it was consistent with the transitional, I am not in support.

Shove: I am not sold either way. Looking at the county line there on McGuire it is the only one in the county and I would not be in support.

Thoreson: I know it is transitional, but it is an abrupt transitional. I would not be opposed.

Walker: I would be opposed with the transition that is out there with the smaller lot.

Malloy: This is thought since now we know the lots sizes.

**Motion by Ziegler to Deny the Ashford Place Annexation.**

**Second by Walker.**

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

**Motion Carried**

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

*This section of the agenda is to continue consideration of items that have been previously discussed by the City Council and to formally adopt ordinances and resolutions that were previously approved by the Council. Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements.*

**ACTION ITEMS:**

- a. Resolution – FY 2023 Personnel Policy Changes

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.

**Motion by Thoreson to approve Resolution FY 2023 Personnel Policy Changes.**

**Second by Borders.**

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

**Motion Carried**

- b. Resolution – FY 2023 Forgone Tax Revised



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 #%, 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, the \$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.

**Motion by Thoreson to approve Resolution FY 2023 Foregone Tax Revised.**

**Second by Borders.**

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

a. Property Purchase for Public Works Facility and Park's  
John Beacham, Public Works Director presenting: In late 2021, the city finalized a facility 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 finding 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. The purchase price is \$990,000 plus closing costs.

Mayor: We did talk about this in our master plan planning. I guess if we find we don't need it we can sell it.

Borders: I think it is a great opportunity.

**Motion by Malloy to approve the property purchase for Public Works Facility and Park's.  
Second by Borders.**

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

## 5. CITIZEN ISSUES

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

**None**

## 6. ADMINISTRATIVE / STAFF REPORTS

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

### ACTION ITEM

- a. Request for Building and Planning Permit Fee Waiver for Non-Profits

Shelly Enderud, City Administrator presenting: 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, a policy be adopted to ensure fairness and that the fee waiver is being applied uniformly. Staff has drafted a policy for consideration and reached out to Idaho cities to see if any of them are providing fee waivers for this type of request. 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 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.

Mayor: My initial reaction was yes, it's a feel good, but when you think about it, it could open a can of worms because a nonprofit is a nonprofit.

Enderud: If you do waive it there is a cost to the city to do these reviews, the smaller projects are very labor intensive.

Malloy: As much as I think the Boy and Girls Club is fantastic but there are nonprofits that taxpayers might not agree with using taxpayer money. It is a dangerous precedent to set.

Thoreson: This community is extremely generous community to nonprofits on an individual basis. I agree with Joe that it would be a donation we would be making with taxpayer money.

Ziegler: I agree, it is not our money we would be donating. Having worked in the nonprofit world I think the initial impression is the feel good you know the kids on the street corner selling cookies, when it is just a different business structure with ways for paying for this.

- b. How Development Impact Fees Function in Idaho (Not an Action Item for Information Only)

**Motion by Malloy to table this to another meeting.**

**Second by Borders.**

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

**Motion Carried**

## **7. MAYOR AND COUNCIL COMMENTS**

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

Mayor: I wanted to make sure that Council is receiving their email since the email switch over.

I also wanted to mention that former Council member Betty Ann Henderson has been transferred to hospice care.

## **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 the session will last no longer than fifteen minutes.**

**Second by Malloy.**

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

**Motion Carried**

Entered Executive Session at 8:27 pm.

**RETURN TO REGULAR SESSION 8:38 PM**

**ADJOURNMENT 8:38 PM**

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**Ronald G. Jacobson, Mayor**

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**Shannon Howard, City Clerk**

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

Mayor Ronald G. Jacobson

Councilors: Kerri Thoreson, 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"

# Post Falls Check Approval



City of Post Falls

Packet: APPKT09591 - AP Check Run 10.5.22  
 Vendor Set: 01 - Vendor Set 01

Check Date: 9/28/2022

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund: 001 - GENERAL FUND</b>							
Balance Sheet Accounts							
<a href="#">VEN06558</a>	ARCHITERRA HOMES	APMWB	Check	<a href="#">BOND RELEASE - 3</a>	BOND RELEASE - 3156 N. CYPRUS FOX	001-22115	2,000.00
				<a href="#">BOND RELEASE - 3</a>	BOND RELEASE - 3011 N. CORVUS	001-22115	2,000.00
				<a href="#">BOND RELEASE - 2</a>	BOND RELEASE - 2997 N. CORVUS	001-22115	2,000.00
<a href="#">VEN12718</a>	VIKING CONSTRUCTION	APMWB	Check	<a href="#">BOND RELEASE - 1</a>	BOND RELEASE - 1772 W. SATSOP	001-22115	2,000.00
				<a href="#">BOND RELEASE - 1</a>	BOND RELEASE - 1497 N. MINAM	001-22115	2,000.00
				<a href="#">BOND RELEASE - 7</a>	BOND RELEASE - 741 W. KENNEDY	001-22115	2,000.00
				<a href="#">BOND RELEASE - 1</a>	BOND RELEASE - 1696 W. SATSOP	001-22115	2,000.00
<b>Balance Sheet Accounts Total:</b>							<b>14,000.00</b>
Dept: 414 Finance							
<a href="#">VEN02035</a>	Staples, Inc	APMWB	Check	<a href="#">3516427672</a>	Office Supplies- Finance	001-414.0000.63060	44.99
<b>Dept 414 Total:</b>							<b>44.99</b>
Dept: 415 City Clerk							
<a href="#">C291</a>	Coeur d' Alene Press	APMWB	Check	<a href="#">I00560025-09092022</a>	Printing of Ordinance 1466	001-415.0000.62000	80.58
				<a href="#">I00555829-08232022</a>	Printing of Ordinance 1465	001-415.0000.62000	224.86
				<a href="#">I00559986-09092022</a>	Printing of Ordinance 1467	001-415.0000.62000	290.31
				<a href="#">I00555819-08232022</a>	Printing of Ordinance 1464	001-415.0000.62000	156.61
<b>Dept 415 Total:</b>							<b>752.36</b>
Dept: 421 Police							
<a href="#">A0690</a>	AccessData Corp	APMWB	Check	<a href="#">9665051</a>	Shredding services	001-421.0000.68010	58.00
<a href="#">C05100</a>	Car Wash Plazas, Inc	APMWB	Check	<a href="#">4897</a>	Department car washes	001-421.0000.67170	100.00
<a href="#">C140</a>	CDW Government Inc.	APMWB	Check	<a href="#">CC47928</a>	Fortinet subscription FY22	001-421.0000.66014	147.62
				<a href="#">W909747</a>	Credit for return	001-421.0000.66044	-428.00
				<a href="#">CJ47849</a>	Fortinet	001-421.0000.66044	583.66
<a href="#">C2410</a>	COBAN Technologies, Inc	APMWB	Check	<a href="#">48764</a>	Coban Server Software Migration	001-421.0000.66041	1,685.00
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CL12286</a>	Patrol and Animal Safety Fuel	001-421.0000.64030	6,256.32
<a href="#">C4106</a>	CPS	APMWB	Check	<a href="#">TR-RTN000484</a>	Credit for return of materials	001-421.0000.64020	-35.00
				<a href="#">TR-INV000835</a>	Dispatcher testing	001-421.0000.64020	533.50
				<a href="#">TR-INV000787</a>	Patrol officer testing	001-421.0000.64020	533.50
<a href="#">D070</a>	Dell Marketing LP	APMWB	Check	<a href="#">10616057865</a>	Dell Replacement computers for patrol cars	001-421.0000.80010	9,804.73
<a href="#">VEN02615</a>	Dr. Lou Sowers	APMWB	Check	<a href="#">2013122</a>	Pre-employment evaluation -Mack	001-421.0000.64020	600.00
<a href="#">F030</a>	FedEx	APMWB	Check	<a href="#">940345702688</a>	Shipping to Data911 for repairs	001-421.0000.63070	19.78
				<a href="#">940345759747</a>	Shipping for videowall repairs	001-421.0000.63070	19.02
				<a href="#">940344865345</a>	Shipping to Data911 for repairs	001-421.0000.63070	19.78
<a href="#">F045</a>	Fernan Gun Club	APMWB	Check	<a href="#">PF0092</a>	Annual contract renewal FY23	001-421.0000.62040	1,000.00
<a href="#">G020</a>	Galls, An Aramark Company						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">022039697</a>	Bike Patrol shirt - Anderson	001-421.4000.72000	66.27
		<a href="#">021932160</a>	Uniform belt	001-421.4000.72000	64.46
		<a href="#">021972995</a>	Uniform pants - Brown	001-421.4000.72000	85.57
		<a href="#">022028926</a>	Uniform shirts - Peterson	001-421.4000.72000	91.19
		<a href="#">021999267</a>	Uniform jacket - Mack	001-421.4000.72000	157.77
		<a href="#">022054670</a>	Uniform shirt/pants - Brown	001-421.4000.72000	213.82
		<a href="#">021983666</a>		001-421.4000.72000	188.89
		<a href="#">021919838</a>	Patrol shirts	001-421.4000.72000	166.46
		<a href="#">021919839</a>	Uniform shirt - Cox	001-421.4000.72000	166.46
		<a href="#">021908937</a>	Patrol shirts	001-421.4000.72000	184.22
<a href="#">VEN09941</a>	Jacque Panza				
APMWB	Check	<a href="#">091822</a>	Chaplain stipend - Two weeks in August	001-421.0000.62370	50.00
<a href="#">VEN07726</a>	Jon Dekeles				
APMWB	Check	<a href="#">091822</a>	Chaplain stipend - Two weeks in August	001-421.0000.62370	50.00
<a href="#">K080</a>	Knudtsen Chevrolet and GMAC				
APMWB	Check	<a href="#">5509569</a>	Handles - stock	001-421.0000.67100	46.90
		<a href="#">5509847</a>	Fluid - PFPD60	001-421.0000.67100	29.48
<a href="#">L0195</a>	Language Line Services				
APMWB	Check	<a href="#">10618182</a>	Interpreter services	001-421.0000.65030	104.40
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-185530</a>	Dex fluid - stock	001-421.0000.67100	87.96
		<a href="#">3688-184312</a>	Battery - PFPD108	001-421.0000.67100	145.74
		<a href="#">3688-181584</a>	Fan assembly - PFPD123	001-421.0000.67100	162.96
		<a href="#">3688-184746</a>	Gear oil - PFPD92	001-421.0000.67100	22.74
		<a href="#">3688-184598</a>	Car cleaning supplies - Stock	001-421.0000.67100	84.45
		<a href="#">3688-184313</a>	Battery - PFPD108	001-421.0000.67100	145.74
		<a href="#">3688-185494</a>	Radiator hoses - PFPD99	001-421.0000.67100	45.80
		<a href="#">3688-186152</a>	Cab Filters - PFPD99	001-421.0000.67100	30.06
		<a href="#">3688-186758</a>	Belt - PFPD125	001-421.0000.67100	23.29
		<a href="#">3688-182079</a>	Credit for warranty return	001-421.0000.67100	-154.63
		<a href="#">3688-186151</a>	Cab filter - PFPD99	001-421.0000.67100	10.02
		<a href="#">3688-184332</a>	Headlight - PFPD108	001-421.0000.67100	20.41
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">263577651001</a>	Office Supplies- Police	001-421.0000.63060	335.88
<a href="#">VEN01379</a>	O'Reilly Auto Parts				
APMWB	Check	<a href="#">3829-438777</a>	Coolant hose - PFPD99	001-421.0000.67100	16.12
<a href="#">P180</a>	Perfection Tire				
APMWB	Check	<a href="#">1045411</a>	Tire sensor - PFPD99	001-421.0000.67190	55.00
<a href="#">VEN04390</a>	Personnel Evaluation, Inc.				
APMWB	Check	<a href="#">45343</a>	New employee testing	001-421.0000.64020	25.00
<a href="#">P4384</a>	Proforce Law Enforcement				
APMWB	Check	<a href="#">491480</a>	Laser site	001-421.0000.67020	94.29
		<a href="#">492880</a>	Laser sites	001-421.0000.67020	322.27
<a href="#">VEN07943</a>	Retail Acquisition & Development, Inc				
APMWB	Check	<a href="#">2753455536</a>	Batteries	001-421.0000.63130	304.83
<a href="#">S022</a>	Salt Lake Wholesale Sports				
APMWB	Check	<a href="#">83846</a>	Ammunition delivery charge	001-421.0000.63300	45.00
		<a href="#">80987</a>	Practice Ammunition	001-421.0000.63300	798.00
		<a href="#">79973</a>		001-421.0000.63300	2,409.00
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">334655/1</a>	Hose and nozzle for shop	001-421.0000.67100	19.05
<a href="#">VEN12205</a>	SpectraSite Communications, LLC				
APMWB	Check	<a href="#">4023674</a>	Herborn Tower rental	001-421.0000.62040	631.13
<a href="#">VEN14564</a>	Threads				
APMWB	Check	<a href="#">7</a>	Uniform repair/alterations - Knight/Cousins	001-421.4000.72000	55.00
<a href="#">T118</a>	TPI Embroidery				
APMWB	Check	<a href="#">18433</a>	Name patches - Kuebler/Fritz	001-421.4000.72000	26.00
<a href="#">VEN07714</a>	Uniforms2gear, Inc				
APMWB	Check	<a href="#">INV/2022/08/0739</a>	Uniform shirt - Dispatch	001-421.4000.72000	74.04
		<a href="#">INV/2022/08/0416</a>	Uniform shirt/pants - Dispatch	001-421.4000.72000	107.63
		<a href="#">INV/2022/09/0212</a>	Uniform pants - Dispatch	001-421.4000.72000	141.22

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">INV/2022/09/0374</a>	Sergeant badges	001-421.4000.72000	345.48
<a href="#">VEN14328</a>	ZaccWorks				
APMWB	Check	<a href="#">2022-0922A</a>	Server maintenance	001-421.0000.66043	135.00
		<a href="#">2022-0922B</a>	Website maintenance	001-421.0000.66043	125.00
<b>Dept 421 Total:</b>					<b>29,253.28</b>
Dept: 424 Legal					
<a href="#">I115</a>	Idaho Prosecuting Attys. Assoc				
APMWB	Check	<a href="#">092422</a>	FY23: IPAA 22-23 Membership 10/2022 - 9/20001-424.0000.62060		1,200.00
<a href="#">VEN02035</a>	Staples, Inc				
APMWB	Check	<a href="#">3516427677</a>	Office Supplies- Legal	001-424.0000.63040	465.78
<b>Dept 424 Total:</b>					<b>1,665.78</b>
Dept: 427 Animal Control					
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL12286</a>	Patrol and Animal Safety Fuel	001-427.0000.64030	280.89
<a href="#">G020</a>	Galls, An Aramark Company				
APMWB	Check	<a href="#">CM014984613</a>	Refund Tax from 2020 Order#15180813	001-427.4000.72000	-9.16
<a href="#">R159</a>	River City Animal Hospital				
APMWB	Check	<a href="#">969079693</a>	Vet services - 22PF18453	001-427.0000.62040	125.44
<b>Dept 427 Total:</b>					<b>397.17</b>
Dept: 431 Streets					
<a href="#">T096</a>	3M				
APMWB	Check	<a href="#">9418788127</a>	Hi-Intensity Prismatic White Electrocut Black	001-431.0000.63260	1,284.49
		<a href="#">9414845397</a>	Electrocut 1177C Green, non-punched	001-431.0000.63260	546.39
<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">89014</a>	Kanaflex Corrugated for Durapatch machine	001-431.0000.68090	199.52
<a href="#">A293</a>	Allwest Testing & Engin., LLC				
APMWB	Check	<a href="#">26276</a>	Soil testing in preparation of Salt Shed	001-431.0000.93010	262.25
<a href="#">A365</a>	American On-Site Services				
APMWB	Check	<a href="#">477769</a>	PortaJohn Clean out	001-431.0000.68130	60.00
<a href="#">VEN05261</a>	CDA PAVING				
APMWB	Check	<a href="#">76959</a>	Dumping asphalt 3/4" crush base 5th & Lincoln	001-431.0000.68090	51.66
		<a href="#">76910</a>	Dumping asphalt & concrete	001-431.0000.68130	40.53
		<a href="#">76182C</a>	Credit for dumped Asphalt	001-431.0000.68130	-14.40
<a href="#">VEN14467</a>	CDA Redi Mix & Precast, Inc				
APMWB	Check	<a href="#">56865</a>	Ecology Blocks for Salt Shed	001-431.0000.93010	110.00
<a href="#">C280</a>	Coeur d'Alene Power Tool				
APMWB	Check	<a href="#">2-220157</a>	SDS Max bit, 6 cutter - Salt Shed	001-431.0000.93010	54.99
<a href="#">C38421</a>	Coral Sales Company				
APMWB	Check	<a href="#">INV-73829</a>	School beacon	001-431.0000.68140	24,595.00
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR252916</a>	Streets department Copier contract 8/15 - 9/14	001-431.0000.63060	18.69
<a href="#">VEN01373</a>	Intermountain Sign & Safety				
APMWB	Check	<a href="#">15974</a>	30 x 6 Aluminum Blank 24 x 6 Aluminum Blan	001-431.0000.63260	34.00
<a href="#">I340</a>	Interstate Concrete & Asphalt				
APMWB	Check	<a href="#">793325</a>	Patch work	001-431.0000.68090	985.32
		<a href="#">793886</a>	Spokane Street Patching	001-431.0000.68090	752.08
		<a href="#">797181</a>	Spokane Street patching	001-431.0000.68090	413.44
		<a href="#">788567</a>	Asphalt-Paving	001-431.0000.68130	17,348.76
		<a href="#">781372</a>	Paving of 22nd Avenue	001-431.0000.68130	23,548.80
<a href="#">N0991</a>	Norco Inc				
APMWB	Check	<a href="#">35863341</a>	Class III 2 tone vest	001-431.0000.63110	113.46
<a href="#">P1001</a>	Pape Machinery				
APMWB	Check	<a href="#">70444904</a>	Rental of Box Scrapper for Streets	001-431.0000.67070	3,500.00
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">335044/1</a>	Lubricant silicon spray	001-431.0000.63260	8.63
		<a href="#">335333/1</a>	Armor All - shop stock	001-431.0000.67090	25.89
		<a href="#">335058/1</a>	Posthole digger	001-431.0000.67090	139.79
		<a href="#">334670/1</a>	Elbows & ABS cement	001-431.0000.67090	34.35

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">335321/1</a>	PVC Pipe & coupling - Cecil ADA	001-431.0000.68130	18.40
				<a href="#">335028/1</a>	Galvanized nipples and coupling	001-431.0000.68150	9.33
				<a href="#">335023/1</a>	Tubes, clamps, WD-40	001-431.0000.68150	71.18
				<a href="#">334645/1</a>	Concrete Premix 60# bags	001-431.0000.93010	276.64
<a href="#">S390</a>	Spokane House of Hose Inc.						
		APMWB	Check	<a href="#">959488</a>	Kanaflex Abrasion Resistant - 100', gloves, bol	001-431.0000.63520	152.06
<a href="#">T118</a>	TPI Embroidery						
		APMWB	Check	<a href="#">18316</a>	RTS21B Class 2 Safety T-Short Lime/Black 3x	001-431.4000.72000	101.18
<a href="#">VEN14310</a>	US Fleet Tracking LLC						
		APMWB	Check	<a href="#">424457</a>	US Fleet Vehicle Tracking	001-431.0000.66016	479.20
<a href="#">Z026</a>	Ziegler Lumber Co #017						
		APMWB	Check	<a href="#">CM for 146033</a>	Post credit for duplicate payment on Invoice 14	001-431.0000.63260	-101.85
				<a href="#">311690</a>	Post for Block Watch sign	001-431.0000.63260	53.60
				<a href="#">27501</a>	Credit to invoice # 300067/order# 1508855	001-431.0000.67090	-92.95
				<a href="#">289373</a>	Chalk reel	001-431.0000.67090	113.90
				<a href="#">300067</a>	Carbide drill bit	001-431.0000.67090	130.89
				<a href="#">317585</a>	PVC coupling for Cecil ADA project	001-431.0000.68130	14.36
<b>Dept 431 Total:</b>							<b>75,339.58</b>
Dept: 433 Facility Maintenance							
<a href="#">A281</a>	Allied Fire & Security						
		APMWB	Check	<a href="#">1238172</a>	Fire monitoring for City Hall 10/1/22 -12/31/22	001-433.0000.92015	171.57
<b>Dept 433 Total:</b>							<b>171.57</b>
Dept: 434 Fleet Maintenance							
<a href="#">G098</a>	Grainger						
		APMWB	Check	<a href="#">9306351611</a>	Cam & Groove Coupling - for Streets water trur	001-434.0000.63011	48.07
<a href="#">VEN14592</a>	Northwest Lift & Equipment LLC						
		APMWB	Check	<a href="#">2745</a>	New Equipment Lifts for the Fleet Department	001-434.0000.90010	75,471.00
<a href="#">P1001</a>	Pape Machinery						
		APMWB	Check	<a href="#">13935453</a>	Gasket for T302	001-434.0000.63013	53.17
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">335011/1</a>	Nails bolts nuts	001-434.0000.63011	8.99
<a href="#">W180</a>	Western States Equipment						
		APMWB	Check	<a href="#">IN002137548</a>	Parts for Streets	001-434.0000.63011	133.83
				<a href="#">IN002132001</a>	Cab filters for Leased Loaders	001-434.0000.63011	199.59
				<a href="#">IN002131994</a>	Snow plow preseason maintenance	001-434.0000.63011	133.83
<b>Dept 434 Total:</b>							<b>76,048.48</b>
Dept: 435 GIS							
<a href="#">E0495</a>	ESRI Inc.						
		APMWB	Check	<a href="#">94306976 (2023)</a>	ESRI PROFFESIONAL SERVICE PACKEAGE	001-435.0000.66021	5,583.40
				<a href="#">94306976 (2022)</a>		001-435.0000.66021	1,116.60
<a href="#">K098</a>	Kootenai County						
		APMWB	Check	<a href="#">2022-00000002</a>	2022 Ortho Imagery	001-435.0000.66021	5,107.00
<b>Dept 435 Total:</b>							<b>11,807.00</b>
Dept: 441 Urban Forestry							
<a href="#">F020</a>	Fastenal Company						
		APMWB	Check	<a href="#">IDCOE166448</a>	Hardware for hoop house flooring	001-441.0000.68190	155.76
<a href="#">VEN01373</a>	Intermountain Sign & Safety						
		APMWB	Check	<a href="#">15908</a>	Hi-visibility vests (x6)	001-441.0000.63110	102.75
<a href="#">P4835</a>	ProPrint						
		APMWB	Check	<a href="#">61781</a>	Printing of door hanger notices	001-441.0000.63210	325.00
<a href="#">S050</a>	Saturday Night Inc.						
		APMWB	Check	<a href="#">102948</a>	Urban Forestry Uniform Shirts & Hats	001-441.4000.72000	1,674.17
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">334890/1</a>	Bungee cords and digging fork	001-441.0000.67090	25.18
				<a href="#">335049/1</a>	Tomato cages for seedling support	001-441.0000.68190	25.10
				<a href="#">334797/1</a>	Hardware for hoop house flooring	001-441.0000.68190	29.62
<a href="#">A565</a>	SiteOne Landscape Supply, LLC						



Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">122617950-001</a>	PVC irrigation parts	001-441.0000.68230	5.45
<a href="#">U140</a>	UpScale Mail				
APMWB	Check	<a href="#">320329</a>	Shipping tablet and battery to Juniper Systems	001-441.0000.63070	15.03
<a href="#">V0275</a>	Vermeer Mountain West				
APMWB	Check	<a href="#">07120337</a>	Climbing Gear for Urban Forestry	001-441.0000.67090	59.96
		<a href="#">07120341</a>	Credit for returned climbing rope	001-441.0000.67090	-249.99
		<a href="#">07120337</a>	Climbing Gear for Urban Forestry	001-441.0000.67090	83.98
		<a href="#">07120342</a>	Climbing gear: hitch cords an throw weights	001-441.0000.67090	221.91
		<a href="#">07120337</a>	Climbing Gear for Urban Forestry	001-441.0000.67090	1,253.70
<b>Dept 441 Total:</b>					<b>3,727.62</b>
Dept: 442 Cemetery					
<a href="#">VEN14658</a>	Bobbi Pataky				
APMWB	Check	<a href="#">White Pine, Niche #A</a>	White Pine, Niche #A1 Buy Back	001-442.0000.94185	1,225.00
<a href="#">C180</a>	Central Pre Mix Concrete				
APMWB	Check	<a href="#">3479087</a>	Parking stops for shop	001-442.0000.68170	223.80
<a href="#">VEN07745</a>	Memorial Monuments & Vaults Inc				
APMWB	Check	<a href="#">94434</a>	August headstones	001-442.0000.63760	7,728.00
<a href="#">P27001</a>	Pineview Horticultural Service				
APMWB	Check	<a href="#">26012</a>	Fertilizer	001-442.0000.68200	2,935.25
<a href="#">VEN12223</a>	SRS Computing, INC.				
APMWB	Check	<a href="#">INV109736</a>	SRS Cemetery software	001-442.0000.62040	1,896.00
<a href="#">Z026</a>	Ziegler Lumber Co #017				
APMWB	Check	<a href="#">318312</a>	Portland cement and wire mesh	001-442.0000.68170	179.72
<b>Dept 442 Total:</b>					<b>14,187.77</b>
Dept: 443 Parks					
<a href="#">A228</a>	A-L Compressed Gases, Inc.				
APMWB	Check	<a href="#">0003004630</a>	Acetylene fuel	001-443.0000.64030	9.08
		<a href="#">0003001680</a>		001-443.0000.64030	8.79
		<a href="#">0002027793</a>	Fuel charge	001-443.0000.64030	2.00
<a href="#">VEN14428</a>	Asphalt Pros USA				
APMWB	Check	<a href="#">1479</a>	Seal and Stripe Several Park Parking Lots	001-443.0000.68111	17,658.60
		<a href="#">1467</a>		001-443.0000.68111	5,490.00
<a href="#">A017</a>	A-Tec, Inc.				
APMWB	Check	<a href="#">5806</a>	Maglocks for Tullamore Restroom	001-443.0000.67030	3,942.50
		<a href="#">5798</a>	Maglock Installation at Tullamore Park	001-443.0000.67030	7,037.60
<a href="#">C291</a>	Coeur d' Alene Press				
APMWB	Check	<a href="#">I00544402-06282022</a>	Tullamore Sports Complex Bid Ad	001-443.0000.62000	8.00
<a href="#">VEN14423</a>	Crazy Clean Carpet Cleaning LL				
APMWB	Check	<a href="#">2254</a>	Trailhead Carpet Cleaning	001-443.0000.62180	792.00
<a href="#">VEN14654</a>	Door Services				
APMWB	Check	<a href="#">2080</a>	Hardware for Maglock Installations	001-443.0000.67030	6,751.80
		<a href="#">2081</a>		001-443.0000.67030	3,300.00
		<a href="#">2079</a>		001-443.0000.67030	3,375.90
		<a href="#">2078</a>		001-443.0000.67030	3,375.90
		<a href="#">2077</a>		001-443.0000.67030	3,375.90
<a href="#">F020</a>	Fastenal Company				
APMWB	Check	<a href="#">IDCOE166947</a>	Restroom Door Hardware	001-443.0000.67030	14.82
		<a href="#">IDCOE167145</a>	Batteries for Stock	001-443.0000.67030	84.56
		<a href="#">IDCOE166465</a>	Irrigation Repair Parts	001-443.0000.67090	22.72
		<a href="#">IDCOE166900</a>		001-443.0000.68230	97.04
<a href="#">VEN03826</a>	FMI Equipment				
APMWB	Check	<a href="#">SPK-10725</a>	Lawn Striper kit for Mower	001-443.0000.66190	709.84
<a href="#">G098</a>	Grainger				
APMWB	Check	<a href="#">9450619490</a>	Respirator cartridges	001-443.0000.63110	44.82
		<a href="#">9449740993</a>	Respirator Mask Kits	001-443.0000.63110	329.28
		<a href="#">9451282280</a>	M Leather Gloves	001-443.0000.63110	24.78
		<a href="#">9449927269</a>	Respirator Mask & filters	001-443.0000.63110	199.40
		<a href="#">9441178887</a>	Hoses for the Community Garden	001-443.1667.63009	177.18
		<a href="#">9441178895</a>		001-443.1667.63009	177.18

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">9441063154</a>	Hoses for the Community Garden	001-443.1667.63009	620.13
<a href="#">VEN14659</a>	MAC Backflow						
		APMWB	Check	<a href="#">537559</a>	Tullamore irrigation backflow test, part install/r	001-443.0000.62180	535.00
<a href="#">N001</a>	Napa Auto Parts						
		APMWB	Check	<a href="#">3688-186707</a>	Tools for the shop / mow crew	001-443.0000.67090	60.57
<a href="#">V040</a>	ODP Business Solutions						
		APMWB	Check	<a href="#">266796478001</a>	Office Supplies- Parks	001-443.0000.63060	434.32
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">334681/1</a>	Bits for Restroom Lock installs	001-443.0000.67030	13.49
				<a href="#">334912/1</a>	Tullamore restroom	001-443.0000.67030	16.88
				<a href="#">335084/1</a>	Q'emiln Restroom Doors Installation Parts	001-443.0000.67030	82.00
				<a href="#">335254/1</a>	Tools for P120	001-443.0000.67090	25.72
				<a href="#">335218/1</a>	Tool for Parks	001-443.0000.67090	102.58
				<a href="#">335056/1</a>	Tool for P119	001-443.0000.67090	34.19
				<a href="#">328996/1</a>	Tools	001-443.0000.67090	32.05
				<a href="#">335103/1</a>	Lopper pruners for P119	001-443.0000.67090	33.29
<a href="#">A565</a>	SiteOne Landscape Supply, LLC						
		APMWB	Check	<a href="#">123224103-001</a>	Ball Field Conditioner & Drying Agent for Fields	001-443.0000.68170	6,602.00
				<a href="#">123427412-001</a>	South Zone irrigation parts	001-443.0000.68230	24.03
<a href="#">T11390</a>	T-O Engineers, Inc.						
		APMWB	Check	<a href="#">220413-2</a>	Boudry & Topography Survey at Park Maint. F001	001-443.0000.62040	9,800.00
<a href="#">V0275</a>	Vermeer Mountain West						
		APMWB	Check	<a href="#">07120337</a>	Climbing Gear for Urban Forestry	001-443.0000.90050	6,599.00
<a href="#">VEN03968</a>	Wilbur-Ellis Company - Spokane						
		APMWB	Check	<a href="#">15354248</a>	Chemical for Parks	001-443.0000.68220	7,795.00
<a href="#">Z026</a>	Ziegler Lumber Co #017						
		APMWB	Check	<a href="#">309270</a>	Sign post replacement - Beck Park	001-443.0000.63260	98.40
				<a href="#">306834</a>	Bit for Tullamore Restroom lock upgrade install	001-443.0000.67030	18.98
<b>Dept 443 Total:</b>							<b>89,937.32</b>
Dept: 444 Parks - Construction							
<a href="#">T106</a>	Titan Truck Equipment						
		APMWB	Check	<a href="#">1330241</a>	Western plow for parrks construction	001-444.0000.90010	11,848.15
				<a href="#">1330058</a>	Utility body for P131	001-444.0000.90010	14,672.79
<b>Dept 444 Total:</b>							<b>26,520.94</b>
Dept: 445 Recreation							
<a href="#">V040</a>	ODP Business Solutions						
		APMWB	Check	<a href="#">264602836001</a>	Office Supplies- Recreation	001-445.0000.63060	3.82
				<a href="#">265106151001</a>	Office Supplies-Recreation	001-445.0000.63060	174.15
				<a href="#">264668870001</a>	Office Supplies- Recreation	001-445.0000.63060	57.40
				<a href="#">264602836001</a>		001-445.0000.63060	61.70
<a href="#">P4835</a>	ProPrint						
		APMWB	Check	<a href="#">61803</a>	Pre printed envelopes	001-445.0000.63060	180.00
<a href="#">R1541</a>	Ricoh USA Inc.						
		APMWB	Check	<a href="#">5065552590</a>	Recreation Dept Copier Usage 8/12 - 9/11	001-445.0000.66050	302.64
<a href="#">S050</a>	Saturday Night Inc.						
		APMWB	Check	<a href="#">102418</a>	Golf camp shirts	001-445.0000.63080	328.93
				<a href="#">102932</a>	U11 and U14 Soccer Shirts Fall 2022	001-445.0000.63430	973.70
				<a href="#">102931</a>	5 and 6 Yr. Old Soccer Shirts Fall 2022	001-445.0000.63430	894.80
<a href="#">VEN07428</a>	The JACC						
		APMWB	Check	<a href="#">9.1.22</a>	Jackin Arts Summer Camp	001-445.0000.63080	7,955.00
<a href="#">VEN09501</a>	Yoke's Foods Inc						
		APMWB	Check	<a href="#">05-1646526</a>	Camp Breakfast	001-445.0000.63080	39.52
<b>Dept 445 Total:</b>							<b>10,971.66</b>
Dept: 451 Planning & Zoning							
<a href="#">C291</a>	Coeur d' Alene Press						
		APMWB	Check	<a href="#">I00542322-06202022</a>	Zoning Approval Criteria	001-451.0000.62000	8.00
				<a href="#">I00549927-07292022</a>	Text Amendment Publication	001-451.0000.62000	83.17
				<a href="#">I00560884-09162022</a>	Adams Annexation	001-451.0000.62000	177.54

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">I00544404-07012022</a>	Douglass Annexation	001-451.0000.62000	182.73
		<a href="#">I00559754-09092022</a>	Hargrave-Hathaway Annexation publication	001-451.0000.62000	217.33
		<a href="#">I00538762-06032022</a>	School District ZC	001-451.0000.62000	229.44
		<a href="#">I00546743-07152022</a>	Barnum's Add ZC	001-451.0000.62000	229.44
		<a href="#">I00549855-07292022</a>	Annexation Publication Bel Cielo III ANNX	001-451.0000.62000	229.44
		<a href="#">I00560880-09162022</a>	Special Use Permit publication	001-451.0000.62000	342.11
		<a href="#">I00541816-06182022</a>	The Pointe ZC	001-451.0000.62000	367.84
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR252076</a>	Engineering copier	001-451.0000.66050	17.37
		<a href="#">AR252077</a>	Engineering copier two	001-451.0000.66050	106.80
<a href="#">P4835</a>	ProPrint				
APMWB	Check	<a href="#">61878</a>	Envelopes Community Development	001-451.0000.63060	113.00
<b>Dept 451 Total:</b>					<b>2,304.21</b>
Dept: 452 Building Inspector					
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR252076</a>	Engineering copier	001-452.0000.66050	17.36
		<a href="#">AR252077</a>	Engineering copier two	001-452.0000.66050	106.80
<a href="#">P4835</a>	ProPrint				
APMWB	Check	<a href="#">61878</a>	Envelopes Community Development	001-452.0000.63060	113.00
<b>Dept 452 Total:</b>					<b>237.16</b>
Dept: 453 Engineering					
<a href="#">H001</a>	H & H Business Systems, Inc.				
APMWB	Check	<a href="#">AR252076</a>	Engineering copier	001-453.1901.66050	17.36
		<a href="#">AR252077</a>	Engineering copier two	001-453.1901.66050	106.80
<a href="#">VEN14663</a>	Harlan D Douglass				
APMWB	Check	<a href="#">091322</a>	Partial refund of voided permit BLDC-22-587. #001-453.1752.33501		388.97
<b>Dept 453 Total:</b>					<b>513.13</b>
Dept: 481 Capital Improvements/Contracts					
<a href="#">VEN14044</a>	Glacier Bay Electric LLC				
APMWB	Check	<a href="#">091922</a>	Cable installation for AXON project	001-481.0000.68395	156.00
<b>Dept 481 Total:</b>					<b>156.00</b>
<b>Fund 001 Total:</b>					<b>358,036.02</b>
<b>Fund: 007 - DRUG SEIZURE PROGRAM</b>					
Dept: 425 Drug Seizure Program					
<a href="#">VEN14265</a>	Naval Surface Warfare Center, Crane Division				
APMWB	Check	<a href="#">N00164LE1139-22</a>	FY-2023 - Annual payment for night vision gog	007-425.0000.67020	1,800.00
<b>Dept 425 Total:</b>					<b>1,800.00</b>
<b>Fund 007 Total:</b>					<b>1,800.00</b>
<b>Fund: 035 - PUBLIC SAFETY IMPACT FEES</b>					
Dept: 420 Public Safety Impact Fees					
<a href="#">VEN14663</a>	Harlan D Douglass				
APMWB	Check	<a href="#">091322</a>	Partial refund of voided permit BLDC-22-587. #035-420.2002.38204		66.00
<b>Dept 420 Total:</b>					<b>66.00</b>
<b>Fund 035 Total:</b>					<b>66.00</b>
<b>Fund: 037 - STREETS IMPACT FEES</b>					
Dept: 431 Streets					
<a href="#">VEN14663</a>	Harlan D Douglass				
APMWB	Check	<a href="#">091322</a>	Partial refund of voided permit BLDC-22-587. #037-431.2003.38205		418.00
				037-431.2003.38206	110.00
<a href="#">VEN07815</a>	LaRiviere, Inc				
APMWB	Check	<a href="#">LaRiviere Pay App - I</a>	LaRiviere Pay App - Final (Cecil Mullan)	037-431.0000.95138	177,194.15
<a href="#">W090</a>	Welch Comer & Associates, Inc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">41354090-006</a>	Design Services - Chase Rd BNSF RR-xing Pr	037-431.0000.95134	1,355.46
<b>Dept 431 Total:</b>					<b>179,077.61</b>
<b>Fund 037 Total:</b>					<b>179,077.61</b>

**Fund: 038 - PARKS IMPACT FEES**

Dept: 443 Parks

<a href="#">VEN12724</a>	Civitas, Inc				
APMWB	Check	<a href="#">25710</a>	Black Bay Park Design & Construction Docum	038-443.0000.94070	5,252.35
<b>Dept 443 Total:</b>					<b>5,252.35</b>
<b>Fund 038 Total:</b>					<b>5,252.35</b>

**Fund: 650 - RECLAIMED WATER OPERATING**

Dept: 463 Wastewater Operating

<a href="#">T096</a>	3M				
APMWB	Check	<a href="#">9418483939</a>	Flip-Top Phosphate Buffer	650-463.0000.63400	248.10
<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">89072</a>	DIAPHRAM KIT FOR 1038 NAT SPENCER PL650-463.0000.68021		535.72
<a href="#">A410</a>	Analytical Laboratories, Inc.				
APMWB	Check	<a href="#">93445</a>	Wet Test	650-463.0000.68360	1,311.91
<a href="#">A424</a>	Anatek Labs, Inc.				
APMWB	Check	<a href="#">2215811</a>	Surface Water Analysis	650-463.0000.68360	480.00
<a href="#">VEN14632</a>	Aquatic Informatics Inc				
APMWB	Check	<a href="#">101655</a>	WIMS Renewal	650-463.0000.66012	2,092.00
<a href="#">VEN03129</a>	Barr Tech LLC				
APMWB	Check	<a href="#">8331 (less Tax)</a>	Bio Solids Disposal per ton for the month of Au	650-463.0000.62150	44,367.43
<a href="#">C3090</a>	Columbia Electric Supply				
APMWB	Check	<a href="#">1120-1008357</a>	SCADA server	650-463.0000.90010	21,804.00
<a href="#">H030</a>	Hach Company				
APMWB	Check	<a href="#">13222984</a>	M-TEC, MODIFIED AGAR PLATES, AMMONII	650-463.0000.63400	590.12
		<a href="#">13227120</a>	DUST COVER FOR DR 6000, PIPET TIP	650-463.0000.63400	135.45
<a href="#">VEN14616</a>	Inductive Automation LLC				
APMWB	Check	<a href="#">1248362</a>	SCADA add ons	650-463.0000.90010	4,413.68
<a href="#">K0037</a>	K & N Electric Motors Inc.				
APMWB	Check	<a href="#">0136848</a>	ditch motor testing	650-463.0000.68025	7,565.00
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-182728</a>	Hydraulic Filter for Ditches	650-463.0000.68025	152.21
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">265721936001</a>	Office Supplies- Water/WW	650-463.0000.63060	419.98
		<a href="#">263478679001</a>	Office Supplies- Wastewater	650-463.0000.63060	22.10
		<a href="#">264576841001</a>	Office Supplies-Water/WW	650-463.0000.63060	42.32
		<a href="#">266026221001</a>		650-463.0000.63060	184.14
		<a href="#">263477631001</a>	Office Supplies- Wastewater	650-463.0000.63060	78.94
		<a href="#">266026221001</a>	Office Supplies-Water/WW	650-463.0000.63060	82.20
		<a href="#">263477631001</a>	Office Supplies- Wastewater	650-463.0000.63060	54.06
		<a href="#">266026221001</a>	Office Supplies-Water/WW	650-463.0000.63060	90.84
		<a href="#">263478681001</a>	Office Supplies- Wastewater	650-463.0000.63060	46.29
		<a href="#">263477631001</a>		650-463.0000.63060	77.99
		<a href="#">266032664001</a>	Office Supplies-Water/WW	650-463.0000.63060	179.90
		<a href="#">263478681001</a>	Office Supplies- Wastewater	650-463.0000.63060	113.98
		<a href="#">263477631001</a>		650-463.0000.63060	83.91
<a href="#">Q001</a>	Quality Control Services Inc.				
APMWB	Check	<a href="#">68140</a>	Membrane Kits, BOD Probe	650-463.0000.63400	1,101.85
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">334718/1</a>	Cleaning supplies	650-463.0000.63400	35.96
		<a href="#">334837/1</a>	3" Elbows & Cement - WWTP	650-463.0000.68025	25.17
<a href="#">T11390</a>	T-O Engineers, Inc.				
APMWB	Check	<a href="#">210544-6</a>	PFCF Lidar Phase 2	650-463.0000.62040	1,066.00
		<a href="#">210756-10</a>	Phase 2 PFCF	650-463.0000.62040	4,995.40
<a href="#">VEN05954</a>	Toby's Battery & Auto Electric, LLC				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">21061291</a>	Credit Wrong Size Battery's	650-463.0000.68025	-431.10
<a href="#">VEN11958</a>	Ultra-Lawn, LLC				
APMWB	Check	<a href="#">82531</a>	WRF Lawn Care for 2022	650-463.0000.62180	2,952.10
		<a href="#">82580</a>		650-463.0000.62180	153.00
<a href="#">VEN13163</a>	Wapiti Consulting, LLC				
APMWB	Check	<a href="#">335</a>	Ethernet switch configuration	650-463.0000.68025	187.50
<b>Dept 463 Total:</b>					<b>95,258.15</b>
Dept: 466 Wastewater - Collections					
<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">88961</a>	Zip ties & Razor Blade- WWTP	650-466.0000.63006	86.34
<a href="#">VEN12758</a>	Innovyze, Inc				
APMWB	Check	<a href="#">Q-127310</a>	WATER MODELING SOFTWARE	650-466.0000.66012	3,220.00
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-184317</a>	Battery	650-466.0000.63006	262.83
		<a href="#">3688-184350</a>	Returned Battery & Purchased Another Size	650-466.0000.63006	-79.62
<a href="#">T106</a>	Titan Truck Equipment				
APMWB	Check	<a href="#">1330753</a>	Crane repairs	650-466.0000.63330	685.91
<a href="#">VEN05954</a>	Toby's Battery & Auto Electric, LLC				
APMWB	Check	<a href="#">22080897</a>	12V Batteries	650-466.0000.63006	1,056.65
<a href="#">VEN13163</a>	Wapiti Consulting, LLC				
APMWB	Check	<a href="#">336</a>	12th ave pinch valve repairs	650-466.0000.62040	437.50
<b>Dept 466 Total:</b>					<b>5,669.61</b>
<b>Fund 650 Total:</b>					<b>100,927.76</b>
<b>Fund: 651 - RECLAIMED WATER CAPITAL - WWTP</b>					
Dept: 463 Wastewater Operating					
<a href="#">J105</a>	J-U-B Engineers, Inc.				
APMWB	Check	<a href="#">0155656</a>	August 2022 WRF FPS Consulting Services pe	651-463.3209.95500	17,053.83
		<a href="#">0156054</a>	JUB September Invoice Outfall Replacement	651-463.6505.95520	1,360.82
<b>Dept 463 Total:</b>					<b>18,414.65</b>
<b>Fund 651 Total:</b>					<b>18,414.65</b>
<b>Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR</b>					
Dept: 463 Wastewater Operating					
<a href="#">C291</a>	Coeur d' Alene Press				
APMWB	Check	<a href="#">100557855-09072022</a>	Bentley LS Rehab Bid Advertisement	652-463.3220.95520	77.28
<b>Dept 463 Total:</b>					<b>77.28</b>
<b>Fund 652 Total:</b>					<b>77.28</b>
<b>Fund: 700 - SANITATION</b>					
Dept: 461 Sanitation					
<a href="#">VEN02385</a>	Prairie Transfer Station				
APMWB	Check	<a href="#">06-51479</a>	Tree House Wood Waste - UF	700-461.0000.65050	8.10
<a href="#">P4835</a>	ProPrint				
APMWB	Check	<a href="#">61723</a>	Office Depot-Finance	700-461.0000.62041	486.00
<b>Dept 461 Total:</b>					<b>494.10</b>
<b>Fund 700 Total:</b>					<b>494.10</b>
<b>Fund: 750 - WATER OPERATING</b>					
Dept: 462 Water Operating					
<a href="#">A090</a>	Accurate Testing Labs LLC				
APMWB	Check	<a href="#">126607</a>	Coliform Presence/Absence - Water	750-462.0000.68360	125.00
		<a href="#">126703</a>		750-462.0000.68360	125.00
		<a href="#">126527</a>	WATER TESTING	750-462.0000.68360	150.00
<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">89203</a>	Water Shop - Gate Valve & Fire Adapter	750-462.0000.63280	196.28

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">CM for 88499</a>	Credit Memo for invoice 88499	750-462.0000.63280	-52.12
		<a href="#">89069</a>	SAMPLE PORT PARTS - WATER	750-462.0000.68360	25.49
<a href="#">B025</a>	Backflow Assembly Testing & Supply				
APMWB	Check	<a href="#">22446</a>	TEST KIT	750-462.0000.67020	805.00
<a href="#">C1161</a>	CDA Garbage				
APMWB	Check	<a href="#">1625211</a>	Aug 2022 Recycling	750-462.0000.65050	34.50
<a href="#">C360</a>	Consolidated Supply Co.				
APMWB	Check	<a href="#">S9295408.001 (Not c</a>	Short paid invoice S9295408.001 from 2019	750-462.0000.63280	14.32
<a href="#">VEN09744</a>	Controlfreek Inc				
APMWB	Check	<a href="#">5284</a>	WELL SOFT STARTER	750-462.3315.68382	7,450.00
<a href="#">H215</a>	Core & Main LP				
APMWB	Check	<a href="#">R400840</a>	METER BOXES SPOKANE ST	750-462.0000.63280	1,672.05
		<a href="#">Q567418</a>		750-462.0000.63280	9,029.10
		<a href="#">R400865</a>		750-462.3206.95520	11,024.04
<a href="#">VEN06511</a>	East Greenacres Irrigation Water Shut-offs				
APMWB	Check	<a href="#">08.25.22</a>	10 Water Shut Offs 8.25.22	750-462.3317.33610	350.00
<a href="#">G116</a>	Graybar Electric Company, Inc.				
APMWB	Check	<a href="#">9328685397</a>	SURGE SUPPRESSOR UNIT	750-462.3315.68382	740.00
<a href="#">VEN14482</a>	Gunnerson Consulting and Communication Site Services, LLC				
APMWB	Check	<a href="#">4556</a>	May 2022 consulting services for cell tower lea	750-462.0000.62040	4,495.45
		<a href="#">4681</a>	August 2022 consulting services for cell tower l	750-462.0000.62040	468.00
<a href="#">I191</a>	Idaho DEQ				
APMWB	Check	<a href="#">20231302</a>	WATER ASSEESSMENT FEE DEQ 2023	750-462.0000.62350	20,907.00
<a href="#">VEN12758</a>	Innovyze, Inc				
APMWB	Check	<a href="#">Q-127310</a>	WATER MODELING SOFTWARE	750-462.0000.66012	2,110.00
<a href="#">VEN09639</a>	McHugh Bromley PLLC				
APMWB	Check	<a href="#">1000 3192</a>	Water Rights Legal Support for August 2022	750-462.0000.62010	212.00
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-187322</a>	Purple Power & Band-Aid	750-462.0000.63280	7.17
<a href="#">N0991</a>	Norco Inc				
APMWB	Check	<a href="#">35866965</a>	AIR SENSOR PARTS	750-462.0000.63110	127.83
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">265721936001</a>	Office Supplies- Water/WW	750-462.0000.63060	419.98
		<a href="#">264574641001</a>	Office Supplies-Water/WW	750-462.0000.63060	5.99
		<a href="#">264576859001</a>		750-462.0000.63060	49.99
		<a href="#">264576841001</a>		750-462.0000.63060	6.49
		<a href="#">265723622001</a>	Office Supplies- Water/WW	750-462.0000.63060	7.69
		<a href="#">266026221001</a>	Office Supplies-Water/WW	750-462.0000.63060	90.84
		<a href="#">262423939001</a>	Office Supplies-Water	750-462.0000.63060	114.58
<a href="#">VEN08557</a>	Pollardwater				
APMWB	Check	<a href="#">WP032355</a>	HYDRANT TESTER	750-462.0000.67020	1,303.00
		<a href="#">WP032579</a>	VALVE BOX CLEANING TOOLS	750-462.0000.67090	241.95
		<a href="#">WP032580</a>		750-462.0000.67090	241.25
		<a href="#">WP032581</a>	VALVE WRENCH	750-462.0000.67090	108.00
<a href="#">R2175</a>	Ross Point Water				
APMWB	Check	<a href="#">8.25.22</a>	3 Water Shut Offs 8.25.22	750-462.3317.33610	105.00
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">335287/1</a>	MISC PARTS	750-462.0000.63280	18.96
		<a href="#">334970/1</a>	BATTERY, NUTS, BOLTS	750-462.0000.63280	20.07
		<a href="#">334942/1</a>	TOOLS, NUTS BOLTS	750-462.0000.67090	84.26
		<a href="#">335369/1</a>	MISC SHOP/OFFICE	750-462.0000.68010	105.31
		<a href="#">335098/1</a>	Well #9/ WSP Parts	750-462.0000.68025	14.36
<a href="#">VEN01099</a>	Totem Pacific Corp				
APMWB	Check	<a href="#">72144</a>	MIOX SALT	750-462.0000.68025	363.09
<a href="#">W180</a>	Western States Equipment				
APMWB	Check	<a href="#">IN002119624</a>	WELL 8 GENSET	750-462.3315.68382	11,509.33

Dept 462 Total: 74,826.25

Fund 750 Total: 74,826.25

Fund: 753 - WATER CAPITAL

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 462 Water Operating					
<a href="#">C291</a>	Coeur d' Alene Press				
APMWB	Check	<a href="#">I00557855-08312022</a>	Well House 11 Bid Advertisement	753-462.3224.95550	107.36
<a href="#">J105</a>	J-U-B Engineers, Inc.				
APMWB	Check	<a href="#">0155887</a>	Well House 11 JUB Invoice September	753-462.3224.95550	2,808.00
<b>Dept 462 Total:</b>					<b>2,915.36</b>
<b>Fund 753 Total:</b>					<b>2,915.36</b>
<b>Report Total:</b>					<b>741,887.38</b>



<b>Fund</b>	<b>Account</b>	<b>Amount</b>
001 - GENERAL FUND		
	001-22115	14,000.00
	001-414.0000.63060	44.99
	001-415.0000.62000	752.36
	001-421.0000.62040	1,631.13
	001-421.0000.62370	100.00
	001-421.0000.63060	335.88
	001-421.0000.63070	58.58
	001-421.0000.63130	304.83
	001-421.0000.63300	3,252.00
	001-421.0000.64020	1,657.00
	001-421.0000.64030	6,256.32
	001-421.0000.65030	104.40
	001-421.0000.66014	147.62
	001-421.0000.66041	1,685.00
	001-421.0000.66043	260.00
	001-421.0000.66044	155.66
	001-421.0000.67020	416.56
	001-421.0000.67100	736.09
	001-421.0000.67170	100.00
	001-421.0000.67190	55.00
	001-421.0000.68010	58.00
	001-421.0000.80010	9,804.73
	001-421.4000.72000	2,134.48
	001-424.0000.62060	1,200.00
	001-424.0000.63040	465.78
	001-427.0000.62040	125.44
	001-427.0000.64030	280.89
	001-427.4000.72000	-9.16
	001-431.0000.63060	18.69
	001-431.0000.63110	113.46
	001-431.0000.63260	1,825.26
	001-431.0000.63520	152.06
	001-431.0000.66016	479.20
	001-431.0000.67070	3,500.00
	001-431.0000.67090	351.87
	001-431.0000.68090	2,402.02
	001-431.0000.68130	41,016.45
	001-431.0000.68140	24,595.00
	001-431.0000.68150	80.51
	001-431.0000.93010	703.88
	001-431.4000.72000	101.18
	001-433.0000.92015	171.57
	001-434.0000.63011	524.31
	001-434.0000.63013	53.17
	001-434.0000.90010	75,471.00
	001-435.0000.66021	11,807.00
	001-441.0000.63070	15.03
	001-441.0000.63110	102.75
	001-441.0000.63210	325.00
	001-441.0000.67090	1,394.74
	001-441.0000.68190	210.48
	001-441.0000.68230	5.45
	001-441.4000.72000	1,674.17
	001-442.0000.62040	1,896.00
	001-442.0000.63760	7,728.00
	001-442.0000.68170	403.52



001-442.0000.68200	2,935.25
001-442.0000.94185	1,225.00
001-443.0000.62000	8.00
001-443.0000.62040	9,800.00
001-443.0000.62180	1,327.00
001-443.0000.63060	434.32
001-443.0000.63110	598.28
001-443.0000.63260	98.40
001-443.0000.64030	19.87
001-443.0000.66190	709.84
001-443.0000.67030	31,390.33
001-443.0000.67090	311.12
001-443.0000.68111	23,148.60
001-443.0000.68170	6,602.00
001-443.0000.68220	7,795.00
001-443.0000.68230	121.07
001-443.0000.90050	6,599.00
001-443.1667.63009	974.49
001-444.0000.90010	26,520.94
001-445.0000.63060	477.07
001-445.0000.63080	8,323.45
001-445.0000.63430	1,868.50
001-445.0000.66050	302.64
001-451.0000.62000	2,067.04
001-451.0000.63060	113.00
001-451.0000.66050	124.17
001-452.0000.63060	113.00
001-452.0000.66050	124.16
001-453.1752.33501	388.97
001-453.1901.66050	124.16
001-481.0000.68395	156.00
<b>Fund 001 Total:</b>	<b>358,036.02</b>
007 - DRUG SEIZURE PROGRAM	
007-425.0000.67020	1,800.00
<b>Fund 007 Total:</b>	<b>1,800.00</b>
035 - PUBLIC SAFETY IMPACT FEES	
035-420.2002.38204	66.00
<b>Fund 035 Total:</b>	<b>66.00</b>
037 - STREETS IMPACT FEES	
037-431.0000.95134	1,355.46
037-431.0000.95138	177,194.15
037-431.2003.38205	418.00
037-431.2003.38206	110.00
<b>Fund 037 Total:</b>	<b>179,077.61</b>
038 - PARKS IMPACT FEES	
038-443.0000.94070	5,252.35
<b>Fund 038 Total:</b>	<b>5,252.35</b>
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	6,061.40
650-463.0000.62150	44,367.43
650-463.0000.62180	3,105.10
650-463.0000.63060	1,476.65
650-463.0000.63400	2,111.48
650-463.0000.66012	2,092.00
650-463.0000.68021	535.72
650-463.0000.68025	7,498.78
650-463.0000.68360	1,791.91
650-463.0000.90010	26,217.68
650-466.0000.62040	437.50
650-466.0000.63006	1,326.20
650-466.0000.63330	685.91
650-466.0000.66012	3,220.00
<b>Fund 650 Total:</b>	<b>100,927.76</b>
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3209.95500	17,053.83
651-463.6505.95520	1,360.82

652 - RECLAIMED WATER CAPITAL - COLLECTOR		<b>Fund 651 Total:</b>	<b>18,414.65</b>
652-463.3220.95520			77.28
		<b>Fund 652 Total:</b>	<b>77.28</b>
700 - SANITATION			
700-461.0000.62041			486.00
700-461.0000.65050			8.10
		<b>Fund 700 Total:</b>	<b>494.10</b>
750 - WATER OPERATING			
750-462.0000.62010			212.00
750-462.0000.62040			4,963.45
750-462.0000.62350			20,907.00
750-462.0000.63060			695.56
750-462.0000.63110			127.83
750-462.0000.63280			10,905.83
750-462.0000.65050			34.50
750-462.0000.66012			2,110.00
750-462.0000.67020			2,108.00
750-462.0000.67090			675.46
750-462.0000.68010			105.31
750-462.0000.68025			377.45
750-462.0000.68360			425.49
750-462.3206.95520			11,024.04
750-462.3315.68382			19,699.33
750-462.3317.33610			455.00
		<b>Fund 750 Total:</b>	<b>74,826.25</b>
753 - WATER CAPITAL			
753-462.3224.95550			2,915.36
		<b>Fund 753 Total:</b>	<b>2,915.36</b>
		<b>Report Total:</b>	<b>741,887.38</b>

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 10.05.22

9/16/2022	\$ 44.68	89267	AT&T- Long Distance	Pay Before Due Date	Various
9/16/2022	\$ 53,169.66	89268	AVISTA Utilities	Pay Before Due Date	Various
9/16/2022	\$ 16.94	89269	Charter Communications	Pay Before Due Date	001-417.0000.63080
9/16/2022	\$ 48,181.36	89270	City of Post Falls	Pay Before Due Date	Various
9/16/2022	\$ 5,745.00	89271	Fox Trailer Sales	Pay Before Due Date	001-443.0000.91000
9/16/2022	\$ 10,419.00	89272	J-U-B Engineers, Inc.	Pay Before Due Date	753-462.3224.95550
9/16/2022	\$ 2,945.00	89273	National Institute for Trial Advocacy	Pay Before Due Date	001-424.0000.64020
9/16/2022	\$ 76.17	89274	Ziplay Fiber	Pay Before Due Date	650-463.0000.65030
9/22/2022	\$ 139.98	89283	Charter Communications	Pay Before Due Date	001-442.0000.65030
9/22/2022	\$ 139.98	89284	Charter Communications	Pay Before Due Date	001-412.0000.65040
9/22/2022	\$ 3,096.25	89285	Kootenai County Solid Waste	Pay Before Due Date	Various
9/22/2022	\$305,410.17	89286	Northwest Waste and Recycling	Pay Before Due Date	700-461.0000.62042
9/22/2022	\$ 122.00	89287	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
9/22/2022	\$ 122.00	89288	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
9/22/2022	\$ 126.05	89289	Ziplay Fiber	Pay Before Due Date	650-463.0000.65030
9/22/2022	\$ 1,326.88	89290	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
9/22/2022	\$ 122.00	89291	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
9/26/2022	\$ 982.37	89292	Idaho State Tax Commision (Replaces 89168)	Pay Before Due Date	001-22095
9/26/2022	\$ 23,867.60	89299	Midway Automotive Group	Pay Before Due Date	001-452.0000.90010
	<b>\$456,053.09</b>				



**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
<b>Total Refunds: 15</b>				<b>Total Refunded Amount:</b>			<b>1,959.34</b>	

### Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	1959.34
<b>Revenue Total:</b>	<b>1959.34</b>

### General Ledger Distribution

Posting Date: 08/30/2022

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 750 - WATER OPERATING</b>			
750-10001	Equity Claim on Pool	-1,959.34	Yes
750-17000	Accounts Receivable	1,959.34	
<b>750 Total:</b>		<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
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
	<b>999 Total:</b>	0.00	
	<b>Distribution Total:</b>	0.00	

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 10/4/2022**

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**DATE:** 9/26/2022 10:36 AM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Morris Annexation Reasoned Decision File No. ANNX-0013-2021

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the Reasoned Decision for Morris Annexation.

**DISCUSSION:**

The applicant (Harlan Douglass) has requested to annex approximately 12 acres in to the City of Post Falls with a zoning designation of Community Commercial Services (CCS). The property is generally located approximately 500' due north of Prairie Ave. along the west side of HWY41.

On April 12, 2022, a public hearing was held before the Planning and Zoning Commission and after they heard the staff report and received testimony they moved to recommend approval of the Community Commercial Services (CCS) zoning designation. After City Council heard the staff report and received testimony they moved to table the deliberation until after the applicant agreed to sign the amended Development Annexation Agreement with the added language of no High-Density Multi-Family Residential will be developed; on May 17th, 2022. On September 6, 2022, a continued public hearing was held before City Council, after determining the applicant agreed to the new terms of the Development Annexation Agreement, Council moved to approve the requested annexation and zoning of Community Commercial Services (CCS).

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

Yes

**APPROVED OR DIRECTION GIVEN:**

Approved

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

N/A

**BUDGET CODE:**

N/A

**Morris Annexation  
File No. ANNX-0013-2021**

**City Council**

**Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: Dobler Engineering – Gordon Dobler

LOCATION: Generally located approximately 500' due north of Prairie Ave. along the west side of Highway 41, near the northwest corner of the Highway 41 and Prairie Ave. intersection.

REQUEST: Zoning recommendation of Community Commercial Services (CCS) of approximately 12 acres AS DEPICTED IN EXHIBIT S-4.

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal and Exhibit Map
4. A-5 Auth Letter
5. A-6 Title Report
6. A-8 Will Serve
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. S-4 Annexation Development Agreement
11. PA-1 KCFR Comments
12. PA-2 PFPD Comments
13. PA-3 PFHD Comments
14. PA-4 DEQ Comments
15. PC-1 Burns Comments
16. S-5 PZ Staff Report
17. S-8 City Council Staff Report 5-17-2022
18. S-9 Council Meeting Minutes 5-17-2022
19. S-10 Revised Development Agreement
20. Exhibit PA-5 YPL Comments
21. Testimony at the May 17, 2022, and the September 6, 2022, City Council hearing including:

**Jon Manley, Planning Manager.**

Mr. Manley presented the staff report. He testified that the applicant was seeking annexation of an approximate 12-acre parcel with Community Commercial Services (CCS) zoning. He noted that the property is located just north of the Prairie Avenue/Highway 41 intersection in a small county pocket that is completely surrounded by the city limits. He testified that the site has no significant topology or vegetation and that the City of Post Falls will provide sewer service and that Ross Point Water District has provided a will-serve letter indicating that water service is available to the property.

Mr. Manley testified that all the lands around this area in the city are zoned CCS therefore making the request consistent with the surrounding zoning and adjacent uses. He noted that CCS is a

common zoning district along Hwy 41. He stated that the Future Land Use Map contained in the Comprehensive Plan designates the area as Business/Commercial. CCS is one of the implementing zoning districts for the Business/Commercial designation. He explained that the purpose of Business/Commercial is to provide a wide variety of general service, retail, professional office, light industrial, artisan manufacturing, and mixed uses to serve residents as well as the traveling public, which is appropriate given the location of the property in proximity to the intersection of Prairie Avenue and Highway 41. Mr. Manley testified that that this area is within the Comprehensive Plan's 41 North Focus Area, which provides for multi-family, commercial, and tech uses near higher classified roadways such as Prairie Avenue and Highway 41(Principal Arterial).

At the continued hearing, Mr. Manley testified that the applicant had agreed to a revised Annexation and Development Agreement that prohibits residential uses on the Property.

**Gordon Dobler, Applicant's Representative**

Mr. Dobler testified that the applicant requested CCS, rather than CCM zoning because the applicant owns the adjoining property, which is zoned CCS, and they contemplate developing the area as a consistent development with consistent zoning. He testified that CCS is appropriate against highway 41 because it conforms to the Highway 41 Plan. He noted that Ross Point will provide water and sewer will be extended from the Tech Park area with development and the City will provide sewer service. He testified that Charleville Road will be extended allowing access to the site from the back, which will eliminate access from Highway 41.

**Samantha Steigleder**

Ms. Steigleder testified that while she supports the annexation, she is opposed to the CCS zoning.

**Howard Burns**

Mr. Burns testified that there isn't sufficient information about how the property will be incorporated into the Tech Park plan.

**C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:**

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

The applicant has requested initial zoning of Community Commercial Services (CCS) on 12 acres as part of the annexation into the City of Post Falls. The Future Land Use Map designates this area as Business/Commercial within the 41 North Focus Area.

The City Council finds that finds that Community Commercial Service (CCS) zoning district is an implementing zoning district for the Business/Commercial land use designation, as such the Council finds that the requested zoning district is consistent with this criterion. However, because of the location of this property near the intersection of two arterial roadways, the Council finds that this location would not be a good location for residential uses and that growth along the Highway 41 corridor should be commercial in nature, which is achieved with the amended Annexation and Development Agreement.

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

Based on the testimony provided and the staff report, the City Council finds that the request is consistent with the following goals and policies:

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



The City Council finds that providing additional commercial at this location will help to provide a balanced and resilient economy by providing an ideal location for commercial uses to serve the residential population of the city and to provide more balance between the commercial and residential sectors of the local economy.

**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.

The Council finds that as the community grows, it needs more services and more jobs. The request allows for additional commercial space to provide those services and jobs increasing the City's long-term sustainability.

**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 Council finds, based on the staff report, that the proposed area is adjacent to SH41 (Principal Arterial / State Highway), which is the City's highest road classification. As such, the requested CCS zoning, which is the City's general commercial zone, is compatible with this location.

**Water and Sanitary Sewer:**

The City Council finds, based on the staff report and the testimony of Jon Manley and Gordon Dobler, that water will be provided by the Ross Point Water District and sanitary sewer would be provided by the City.

**Compatibility with Existing Development and Future Uses:**

The Council finds, based on the staff report and the testimony of Jon Manley that the property is surrounded by other CCS zoned property making the potential development consistent with the surrounding future uses. The only existing use in the area is a commercial nursery in the county directly south of the property. The council finds that the requested commercial zoning is also consistent with this existing use.

**Future Land Use Designation:**

The Council finds that the Future Land Use Map, depicts the land use designation for this area as Business/Commercial and that the proposed CCS zone is an implementing zone for the Business/Commercial designation.

**Geographic/Natural Features:**

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

The Council finds that the proposed zoning meets the base assumptions made in Master Planning as well as other considerations already addressed above, satisfies these criteria.

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

The proposed zone is located along higher classified roadways. HW-41 is classified as a Principal Arterial. Principal Arterials are intended to serve as primary routes for travel between major urban centers. As such, the Council finds that this criterion has been met.

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

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

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

The Council finds this criterion inapplicable as there are no industrial uses or industrial zoned properties within the area.

**D. CONCLUSIONS AND DECISION OF THE CITY COUNCIL:**

**ANNX-0013-2021, INITIAL ZONING:** Based on the record created during the public hearing process, and the recommendation of the Planning and Zoning Commission, the City Council hereby approves the request for Community Commercial Services (CCS) zoning for the subject property upon successful annexation of the property.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest

**NOTICE OF RIGHTS:**

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

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

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

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

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 10/4/2022**

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**DATE:** 9/26/2022 10:38 AM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Bel Cielo III Legislative Decision File No. ANNX-22-6

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the Legislative Decision for the Bel Cielo III Annexation.

**DISCUSSION:**

The applicant request to annex approximately 5-acres with High-Density Residential (R3) Zoning. The property is generally located south of E. 16th. Ave. and east of Highway 41. On June 14, 2022, a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and receiving testimony they moved to recommend approval of the zoning designation High-Density Residential (R3) to City Council. After City Council heard the staff report and received testimony they moved to deny the annexation on August 16, 2022.

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

Yes

**APPROVED OR DIRECTION GIVEN:**

Denial

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

N/A

**BUDGET CODE:**

N/A

**BEL CIELO III ANNEXATION  
File No. ANNX-22-6**

**City Council Legislative Decision**

**A. INTRODUCTION:**

APPLICANT: Lake City Engineering on behalf of Bel Cielo III, LLC

LOCATION: South of E. 16<sup>th</sup> Ave. and east of Highway 41.

REQUEST: Annex Approx. 5-acres with High-Density Residential (R3) Zoning.

**B. DECISION:**

Following a public hearing on August 16, 2022, the Post Falls City Council determined that annexation is not appropriate at this time. The City Council may consider annexing the property in the future. Because the City Council is denying annexation of the property at this time, the City Council does not render a decision on what the property should be zoned if annexed into the City.

\_\_\_\_\_ Date

\_\_\_\_\_ Mayor

\_\_\_\_\_ Attest

**NOTICE OF RIGHTS:**

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

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 10/4/2022**

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**DATE:** 9/26/2022 10:49 AM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Ashlar Ranch Annexation Reasoned Decision File No. ANNX-0004-2022

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the Reasoned Decision of the Ashlar Ranch Annexation.

**DISCUSSION:**

The applicant, VS Development, requested to annex approximately 10-acres with Single-Family Residential (R1) zoning into the City of Post Falls. The property is generally located east of Highway 41 and north of E. 12th Ave.

On June 4, 2022, a public hearing was held before Planning and Zoning. After hearing the staff report and receiving testimony the Commission moved to recommend approval of the Single-Family Residential (R1) Zoning Designation. City Council approved the annexation and zoning designation after hearing the staff report and receiving testimony on August 16, 2022.

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

yes

**APPROVED OR DIRECTION GIVEN:**

Approval

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

N/A

**BUDGET CODE:**

N/A

# Ashlar Ranch Annexation File No. ANNX-0004-2022

## City Council

### Reasoned Decision

#### A. INTRODUCTION:

APPLICANT: Olson Engineering

LOCATION: Generally located on the east of Highway 41 and north of E. 12<sup>th</sup> Ave.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 4.84 acres. As depicted in A-2.

#### B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Exhibit Map – Ordinance
5. A-5 Dedication Legal
6. A-6 Dedication Exhibit Map
7. A-9 Auth Letter
8. A-10 Title Report
9. A-12 VS Development Operating Agreement
10. A-13 Quit Claim Deed
11. S-1 Vicinity Map
12. S-2 Zoning Map
13. S-3 Future Land Use Map
14. S-4 Signed Annexation Development Agreement
15. PA-1 PFPD Comments
16. PA-2 KCFR Comments
17. PA-3 PFHD Comments
18. PC-1 Hayes Comments
19. S-5 PZ Staff Report
20. S-6 Signed Minutes 6-14-2022
21. S-7 Signed Zoning Recommendation
22. PA-4 YPL Comments
23. PA-5 PFHD Comments
24. PA-6 PFSD Comments
25. PC-2 Burns Comments
26. Testimony at the August 16, 2022, City Council hearing including:

#### **Laura Jones, Associate Planner**

Ms. Jones presented the staff report and testified that the applicant is seeking annexation of approximately 10 acres with Residential (R-1) zoning. She explained that the property is located east of Highway 41 and north of E. 12<sup>th</sup> Ave.

Ms. Jones testified that the property currently has a storage structure and there are no natural characteristics of note. She testified that the water will be provided by the Ross Point Water District

and the city of Post Falls will provide wastewater services.

Ms. Jones testified that the adjacent land uses (Crimson King Estates) in the City are zoned R-1. The other surrounding uses remain unannexed at this point and are zoned high density residential by Kootenai County. Further north are the Bel Cielo apartments in the City.

Ms. Jones stated that the Future Land Use Map designates the area as Transitional, which indicates the area is suitable for growth. She testified that the Transitional designation relies on the Focus Areas, contained in the Comprehensive Plan, to identify appropriate implementing zoning districts. She explained that this area is within the East Prairie Focus Area, which is slated for relatively intense residential development and is well-positioned to mix development densities to leverage community services and transportation infrastructure.

Ms. Jones testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. She explained that the site is located along higher classified roadways of E 12<sup>th</sup> Ave. and Zorros Rd, which are minor collectors, and is close to Highway 41, a principal arterial, and noted that development at R-1 densities, should not adversely impact the existing transportation network.

Ms. Jones testified that limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. She noted that this site is further than ¼ mile away from the higher intense urban activity area of Highway 41 so it is getting into an area where lower density residential may be appropriate.

**Jon Manley, City Planning Manager**

Mr. Manley testified concerning the potential benefits and concerns created by annexation.

**Jeramie Terzulli, Olson Engineering, Applicant**

Mr. Terzulli testified that this request is consistent with the Future Land Use Map. He explained that the East Prairie Focus Area constitutes Post Falls' easternmost edge, and it immediately abuts land forecast for inclusion in Coeur d'Alene and is slated for residential development. He stated that it supports development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails.

Mr. Terzulli testified that they plan to construct the ¼ mile backage road along their property consistent with the City's Transportation Master Plan. He addressed the timing of development of the project noting that the I-90 interchange with Highway 41 is slated for completion in 2025-2026 and they anticipate seeking building permits for the first homes in fall of 2023 and do not anticipate full buildout of the approved 27 homes until 2025-2026, depending on market conditions.

In rebuttal, Mr. Terzulli testified that they would accommodate the residents on Maverik Lane to the extent possible.

**Anne Hayes**

Ms. Hayes testified that she is in favor of the project but has concerns about impacts to Devon Drive, which is a dead end. She also noted concerns about Maverik Lane, which is an unimproved land that is privately maintained.

**Rob Paulus, Assistant City Engineer**

Mr. Paulus testified that Maverik Lane will be signed and/or barricaded depending on the needs for emergency services.

**Gary Aittama**

Mr. Aittama testified that Maverik Lane should be barricaded.

**C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:**

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

The applicant has requested initial zoning of Single-Family Residential (R-1) zoning on approximately nine point seven (9.7) acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as transitional within the East Prairie Focus Area.

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

The Council finds that this is in a transitional area and the requested zoning is next to other property with similar zoning and is all surrounding uses are residential in nature. The proposal will help support development patterns that are interconnected and places residential uses near higher-classified roadways.

The Council finds that evidence and testimony demonstrate that the requested R-1 zoning designation is consistent with the guiding principles within the associated focus area and therefore the request is consistent with the Future Land Use Map.

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

Based on the testimony provided and the staff report, the City Council finds the requested zone change being consistent with the following goals and policies contained in the comprehensive plan:

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

The Council finds that the annexation and zoning will help provide for the completion of the ¼ mile backage road contemplated by the City's Transportation Master Plan, which will help to improve the City's transportation network on pace with development.

**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.

The City Council finds that the proposed R-1 zoning will accommodate an additional 27 single family homes in proximity to city services. This will help provide the quantity of homes necessary to help keep the City sustainable in the long term.



- 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 Council finds that the proposed initial zone area is adjacent to Minor Collectors (12th Ave. and Zorros St.), which are designed to accommodate traffic volumes of 2,000 - 6,000 vehicles per day. The Council finds that the requested zoning is in conformance with the anticipated land uses and trip generations within the City's Transportation Master Plan. As such, the proposed zoning will not negatively impact the transportation network and is consistent with the City's Transportation Master Plan.

**Water and Sanitary Sewer:**

The City Council finds that water service will be provided by Ross Point Water District and sewer will be provided by the City. The Council finds that the property is subject to a sewer surcharge for the 12th Avenue Forcemain.

**Compatibility with Existing Development and Future Uses:**

Based on the staff report, the Council finds that the proposed residential zoning is consistent with the existing residential uses in the area as well as the planned residential uses as the properties in the area transition.

**Future Land Use Designation:**

The Council finds that the Future Land Use Map depicts the land use designation for this area as Transitional. The proposed zoning is an appropriate zone per the direction of the applicable Focus Area and the road classifications.

**Geographic/Natural Features:**

The site is located over the Rathdrum Prairie Aquifer and contains no other geographic or other natural features that would adversely affect development of the site.

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

The Council finds that the request is not for commercial or high-density residential and therefore concludes this criterion inapplicable to the request.

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

The Council finds, based on the staff report, that the area is ¼ mile away from the Highway 41 Corridor in the area where higher intensity residential uses should begin to transition to lower intensity single family uses. Therefore, the Council 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 Council finds this criterion inapplicable as the request is not for industrial and there are no industrial uses or industrial zoned properties within the area.

**D. CONCLUSIONS AND DECISION OF THE CITY COUNCIL:**

**ANNX-0004-2022, INITIAL ZONING:** Based on the record developed during the public hearing process, and the recommendation of the Planning and Zoning Commission, the City Council hereby approves the requested Single-Family Residential (R-1) zoning for the property upon successful annexation of the property.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest

**NOTICE OF RIGHTS:**

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

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

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

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

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 10/4/2022**

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**DATE:** 9/26/2022 10:50 AM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Hydrilla Estates Zone Change Reasoned Decision File No. ZC-22-2

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**ITEM AND RECOMMENDED ACTION:**

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

**DISCUSSION:**

The applicant, Wild Horse Investments LLC, requested a zone change from Single-Family Suburban (R1S) to Single-Family Residential (R1) on approximately 5.37-acres. The property is generally located on the northeast corner of N. Howell Rd. and W. Fisher Ave.

On June 29, 2022, a public hearing was held before Planning and Zoning Commission. After hearing the staff report and receiving testimony they recommended approval of the proposed Zone Change. City Council moved to approve the requested Zone Change on September 6, 2022 after hearing the staff report and receiving testimony.

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

Yes

**APPROVED OR DIRECTION GIVEN:**

Approve

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

N/A

**BUDGET CODE:**

N/A

# Hydrilla Estates Zone Change File No. ZC-22-2

## City Council

### Reasoned Decision

#### A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers, Inc.

LOCATION: Generally located on the northeast corner of the intersection of W. Fisher Ave. and N. Howell Rd.

REQUEST: Rezone approximately 5.37 acres from Single-Family Residential Suburban (R1S) to Single-Family Residential (R1).

#### B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-5 Will Serve
4. A-7 Auth Letter
5. A-8 Title Report
6. A-9 Warranty Deed
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. S-4 P&Z Staff Report
15. S-5 Signed Minutes 6-29-2022
16. S-6 Signed Zoning Recommendation
17. PA-5 YPL Comments
18. PA-6 PFHD Comments
19. Testimony at the public hearing on September 6, 2022, including:

#### **Jon Manley, Planning Manager**

Mr. Manley presented the staff report and testified that the applicant is seeking a zone change from Single Family Residential Suburban (R-1-S) zoning to Single Family Residential (R-1) for an approximate 5.37 acre parcel located at the northeast corner of Howell Rd. (Residential Collector) and W. Fisher Ave. (Minor Collector) He noted that the Planning Commission recommended the zone change and tentatively approved a 15 lot subdivision for the property contingent on the City Council approving the requested zone change. He noted that the existing lots to the north are lots akin to R-1 lots while the lots to the south across Fisher Avenue are larger R-1-S lots.

Mr. Manley testified that water will be provided by East Greenacres and wastewater would be provided by the city of Post Falls.

Mr. Manley testified that the area is designated Low Density Residential on the Future Land Use Map and that the requested R-1 zone is an implementing zoning district for that designation. He noted that the Low Density designation contemplates residences up to 8 units an acre. The area is also in the Central Prairie Focus Area, which supports the provision of a variety of housing types and densities.

Mr. Manley testified that the zone change would not have a negative impact on surrounding transportation systems and that this area is not near any of the higher intensity urban activities in the City.

**Rob Paulus, Assistant City Engineer**

Mr. Paulus testified that construction on the subdivision cannot begin until the lift station is upgraded. He noted that the City has planned to complete the lift station in 2024 and have it operational in 2025.

**Ray Kimball, Applicant's Representative**

Mr. Kimball testified that the Future Land Use Map designates this area as low-density residential this project fits in with that, R1 is a zone within the land use designation. He explained that the density is like a typical R1 subdivision which is typically 3.5 to 3.8 units per acre. He stated that these lots are significantly larger with a density of about 2.79 units per acre the same to the north and the lots to the east, which says it is about 2 however that includes the park which brings that subdivision to closer to 2.5 units per acre. He asserted that the zoning fits the future land use map and complies with the City's transportation and sewer master plans.

Mr. Kimball testified that the right of way will be dedicated for Fisher Ave. and Howell Rd. to City standards and provisions have been made to adequately provide connectivity to adjacent properties. He testified that there are no known hazards or topographical conditions that are incompatible with the proposed use and the proposal meets all the requirements of the R1 zoning.

**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 Council finds that the applicant has requested rezoning from Single Family Residential Suburban (R-1-S) to Single-Family Residential (R-1) zoning on approximately five point three seven (5.37) acres. The Future Land Use Map designates this area as low density residential within the Central Prairie Focus Area.

Based on the testimony provided and the staff report, the Future Land Use Map in the Comprehensive Plan designates this area as Low Density Residential and R-1 is an implementing zoning district. Therefore, the Council concludes that the amendment to Single-Family Residential (R-1) is in accordance 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 of John Manley and Ray Kimball, and the staff report, the Council finds the requested zone change is 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 5:** Keep Post Falls' neighborhoods safe, vital, and attractive.

The Council finds that the proposed zone change will facilitate a subdivision that will dedicate and improve Fisher Avenue and Howell Road making for a safer, more attractive area.

**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 plan will provide improvements to the existing fabric and street network for Post Falls, improving the efficiency, function and value of the City.

**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.

The City Council finds that the provision of an additional R-1 subdivision will provide additional housing options in the City, which are currently lacking.

**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 property is adjacent to Fisher Avenue, a classified Minor Collector, and Howell Road, a Residential Collector. The property is located 660 feet south of Prairie Avenue, a classified Principal Arterial and Critical Arterial Corridor. Dedications of rights-of-way and easement would be required, at the time of site development.

The Council finds that future traffic patterns to/from this site are benefitted from the proximity to adjoining roadways that would distribute traffic from the subject site and have limited impacts to neighboring developed residential neighborhoods. The proposed zone change would not have a negative impact on the surrounding transportation systems.

**Water and Sanitary Sewer:**

The Council finds that water is available to the site in an amount consistent with the request to rezone this property and further finds, based on the staff report and the testimony of Ray Kimball and Rob Paulus, that rezoning and development of the property will be consistent with the Water Reclamation Collections Master Plan and that development of the site will not move forward until planned improvements to a lift station to serve the site is completed.

**Compatibility with Existing Development and Future Uses:**

Based on the testimony of Ray Kimball, the Council finds the propose residential use is adjacent to other residential uses and is therefore compatible.

**Future Land Use Designation:**

The Council finds that the R-1 zone is compatible with the low-density residential land use designation.

**Geographic/Natural Features:**

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

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

The Council finds this criterion inapplicable to the proposal.

- 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.**

Based on the testimony of Ray Kimball, the Council finds that this area is not located near any of the higher intensity areas in the City.

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

The Council finds this criterion inapplicable to the proposal.

**D. DECISION OF THE CITY COUNCIL:**

**Hydrilla Estates Zone Change, File No. ZC-22-2:** Based on the record created during the public hearing process, the City Council hereby approves the requested rezone of the property to Single-Family Residential (R-1) zoning.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest

**NOTICE OF RIGHTS:**

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**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.**

MEMORANDUM

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To: Mayor and Council Members  
From: Jason Faulkner, Finance Director  
Date: 9/19/2022  
Subject: Cash and Investments

**Agenda Item**

Consent Calendar

**Summary**

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

**Recommended Action or Motion**

Approve.

**Fiscal Impact**

None.



City of Post Falls  
Cash and Investments  
7/31/2022

Description	City's Balance
<hr/>	
Idaho State Investment Pool	
LGIP Acct 1399	78,115,807.68
LGIP Accts 1401-2302	33,124,760.88
<hr/>	
First Financial Equity Corporation	
General Accts Investments	22,448,891.00
Contingency Accts	5,780,138.98
<hr/>	
Moreton Capital Investments	
Moreton Securities	19,188,620.62
<hr/>	
Mountain West bank	
Repurchase Sweep Account	3,278,320.56
Checking Account	75,004.75
<hr/>	
Cash on Hand	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	235.00
Park	603.00
Planning and Zoning	150.00
<hr/>	
Total	<u><u>\$ 162,013,607.47</u></u>

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



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

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED July 31, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 97,542.00	\$ 94,708.88	97.1%
	Personnel	<u>103,412.46</u>	<u>82,306.90</u>	79.6%
		200,954.46	177,015.78	88.1%
412 - INFORMATION SYSTEMS	Operating	114,868.00	181,144.23	157.7%
	Capital	-	-	0.0%
	Personnel	<u>302,007.25</u>	<u>244,679.56</u>	81.0%
		416,875.25	425,823.79	102.1%
413 - GENERAL SERVICES	Operating	14,950.00	10,720.08	71.7%
	Personnel	<u>262,043.22</u>	<u>213,426.88</u>	81.4%
		276,993.22	224,146.96	80.9%
414 - FINANCE	Operating	238,893.00	315,586.76	132.1%
	Personnel	<u>567,328.98</u>	<u>461,514.08</u>	81.3%
		806,221.98	777,100.84	96.4%
415 - CITY CLERK	Operating	10,450.00	12,974.12	124.2%
	Capital	-	-	0.0%
	Personnel	<u>72,137.91</u>	<u>59,222.64</u>	82.1%
		82,587.91	72,196.76	87.4%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	2,340.73	32.5%
	Capital	-	-	0.0%
	Personnel	<u>133,622.19</u>	<u>107,291.20</u>	80.3%
		140,822.19	109,631.93	77.9%
418 - HUMAN RESOURCES	Operating	7,950.00	7,405.99	93.2%
	Personnel	<u>239,077.70</u>	<u>196,558.96</u>	82.2%
		247,027.70	203,964.95	82.6%
419 - LIBRARY	Operating	<u>-</u>	<u>-</u>	
		-	-	
421 - POLICE	Operating	646,105.48	695,450.95	107.6%
	Capital	186,000.00	430,516.31	231.5%
	Personnel	<u>6,507,818.65</u>	<u>4,731,591.97</u>	72.7%
		7,339,924.13	5,857,559.23	79.8%
423 - OASIS	Operating	4,000.00	37,500.98	937.5%
	Personnel	<u>124,978.71</u>	<u>117,419.23</u>	94.0%
		128,978.71	154,920.21	120.1%
424 - LEGAL (PROSECUTING)	Operating	56,750.00	32,790.84	57.8%
	Capital	25,000.00	-	0.0%
	Personnel	<u>736,149.10</u>	<u>598,121.69</u>	81.3%
		817,899.10	630,912.53	77.1%
427 - ANIMAL CONTROL	Operating	17,250.00	10,390.67	60.2%
	Personnel	<u>162,597.58</u>	<u>134,271.40</u>	82.6%
		179,847.58	144,662.07	80.4%
431 - STREETS	Operating	1,987,099.30	681,537.95	34.3%
	Capital	235,000.00	154,597.37	0.0%
	Personnel	<u>1,074,995.66</u>	<u>847,967.36</u>	78.9%
		3,297,094.96	1,684,102.68	51.1%

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED July 31, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	6,799.53	76.8%
		<u>8,850.00</u>	<u>6,799.53</u>	76.8%
433 - FACILITY MAINTENANCE	Operating	33,650.00	26,591.04	79.0%
	Capital	2,000.00	-	0.0%
	Personnel	<u>269,505.65</u>	<u>195,724.65</u>	72.6%
		305,155.65	222,315.69	72.9%
434 - FLEET MAINTENANCE	Operating	165,812.00	180,120.12	108.6%
	Capital	690,000.00	308,011.39	44.6%
	Personnel	<u>363,300.47</u>	<u>286,490.02</u>	78.9%
		1,219,112.47	774,621.53	63.5%
435 - GIS	Operating	44,734.00	38,430.33	85.9%
	Personnel	<u>167,995.10</u>	<u>134,742.20</u>	80.2%
		212,729.10	173,172.53	81.4%
441 - URBAN FORESTRY	Operating	45,530.00	40,170.31	88.2%
	Capital	151,300.00	50,240.80	0.0%
	Personnel	<u>184,150.59</u>	<u>101,800.30</u>	55.3%
		380,980.59	192,211.41	50.5%
442 - CEMETERY	Operating	109,395.00	97,189.64	88.8%
	Capital	16,650.00	-	0.0%
	Personnel	<u>164,263.17</u>	<u>136,461.51</u>	83.1%
		290,308.17	233,651.15	80.5%
443 - PARKS	Operating	690,894.74	433,335.25	62.7%
	Capital	545,700.00	221,617.89	0.0%
	Personnel	<u>1,116,114.64</u>	<u>858,152.22</u>	76.9%
		2,352,709.38	1,513,105.36	64.3%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>893,000.00</u>	<u>368,023.75</u>	41.2%
		893,000.00	368,023.75	41.2%
445 - RECREATION	Operating	199,199.00	174,957.77	87.8%
	Personnel	<u>859,831.75</u>	<u>551,089.01</u>	64.1%
		1,059,030.75	726,046.78	68.6%
451 - PLANNING & ZONING	Operating	36,519.00	30,713.80	84.1%
	Personnel	<u>303,384.37</u>	<u>246,189.31</u>	81.1%
		339,903.37	276,903.11	81.5%
452 - BUILDING INSPECTOR	Operating	29,750.00	23,880.24	80.3%
	Personnel	<u>618,701.99</u>	<u>506,121.95</u>	81.8%
		648,451.99	530,002.19	81.7%
453 - ENGINEERING	Operating	40,800.00	52,226.64	128.0%
	Capital	-	-	0.0%
	Personnel	<u>651,766.84</u>	<u>485,264.61</u>	74.5%
		692,566.84	537,491.25	77.6%

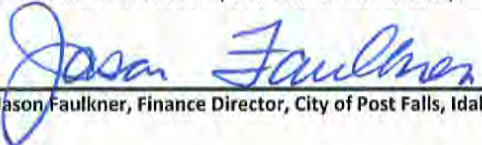
CITY OF POST FALLS  
 BUDGET STATUS REPORT  
 FOR MONTH ENDED July 31, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	9,680.00	59,548.53	615.2%
	Personnel	195,131.63	160,973.99	82.5%
		<u>204,811.63</u>	<u>220,522.52</u>	107.7%
465 - STREET LIGHTS	Operating	620,000.00	473,052.20	76.3%
		<u>620,000.00</u>	<u>473,052.20</u>	76.3%
481 - CAPITAL IMPROVEMENTS/CONTRACTS	Operating	1,826,447.92	407,630.25	22.3%
	Capital	580,000.00	25,527.00	0.0%
		<u>2,406,447.92</u>	<u>433,157.25</u>	18.0%
482 - PERSONNEL POOL	Operating	3,300,000.00	2,750,000.00	83.3%
	Personnel	263,212.33	20,121.88	7.6%
		<u>3,563,212.33</u>	<u>2,770,121.88</u>	77.7%
497 - TRANSFERS OUT	Operating	375,000.00	312,500.00	83.3%
		<u>375,000.00</u>	<u>312,500.00</u>	83.3%
<b>TOTAL GENERAL FUND</b>		<b><u>29,507,497.38</u></b>	<b><u>20,225,735.86</u></b>	<b>68.5%</b>
002 - INSURANCE FUND	Operating	338,249.38	274,631.00	81.2%
		<u>338,249.38</u>	<u>274,631.00</u>	81.2%
003 - PERSONNEL FUND	Operating	112,152.00	96,674.55	86.2%
	Capital	-	-	0.0%
	Personnel	4,448,700.00	3,169,792.79	71.3%
		<u>4,560,852.00</u>	<u>3,266,467.34</u>	71.6%
007 - DRUG SEIZURE FUND	Operating	135,000.00	17,647.99	13.1%
		<u>135,000.00</u>	<u>17,647.99</u>	13.1%
008 - 911 FUND	Operating	452,763.74	49,509.34	10.9%
	Capital	-	17,193.88	0.0%
	Personnel	74,742.80	53,363.11	71.4%
		<u>527,506.54</u>	<u>120,066.33</u>	22.8%
011 - FACILITY BUILDING RESERVE FUND	Operating	1,807,000.00	-	0.0%
	Capital	-	10,000.00	0.0%
		<u>1,807,000.00</u>	<u>10,000.00</u>	0.0%
017 - ANNEXATION FUND	Operating	1,900,000.00	68,563.42	3.6%
	Capital	1,000,000.00	-	0.0%
		<u>2,900,000.00</u>	<u>68,563.42</u>	2.4%
023 - SPECIAL EVENTS FUND	Operating	46,248.00	19,172.88	41.5%
		<u>46,248.00</u>	<u>19,172.88</u>	41.5%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	0.0%
		<u>202,500.00</u>	<u>-</u>	0.0%
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,463,000.00	28,717.30	2.0%
	Capital	-	-	0.0%
		<u>1,463,000.00</u>	<u>28,717.30</u>	2.0%

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED July 31, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	475,000.00	-	0.0%
	Capital	24,720,984.00	2,791,690.92	
		<u>25,195,984.00</u>	<u>2,791,690.92</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,885,000.00	-	0.0%
	Capital	2,375,000.00	976,599.67	41.1%
		<u>4,260,000.00</u>	<u>976,599.67</u>	22.9%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
410 - LID 2004	Operating	528,000.00	-	0.0%
		<u>528,000.00</u>	<u>-</u>	0.0%
450 - LID GUARANTEE FUND	Operating	150.00	125.00	83.3%
		<u>150.00</u>	<u>125.00</u>	83.3%
650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface	Operating	11,305,311.52	27,552,892.67	243.7%
	Capital	215,000.00	36,432.60	16.9%
	Personnel	1,853,787.83	1,363,106.10	73.5%
		<u>13,374,099.35</u>	<u>28,952,431.37</u>	216.5%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	923,389.00	639,897.88	69.3%
	Capital	22,620,000.00	9,280,565.63	41.0%
		<u>23,543,389.00</u>	<u>9,920,463.51</u>	42.1%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	1,800,000.00	1,328,286.03	73.8%
		<u>1,800,000.00</u>	<u>1,328,286.03</u>	73.8%
700 - SANITATION FUND	Operating	3,553,481.24	2,992,691.12	84.2%
		<u>3,553,481.24</u>	<u>2,992,691.12</u>	84.2%
750 - WATER OPERATING FUND	Operating	1,943,076.31	1,358,782.02	69.9%
	Capital	424,316.00	136,267.99	
	Personnel	720,293.80	590,565.01	82.0%
		<u>3,087,686.11</u>	<u>2,085,615.02</u>	67.5%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	1,100,000.00	95,483.88	8.7%
		<u>1,100,000.00</u>	<u>95,483.88</u>	8.7%
GRAND TOTAL		<u>\$ 117,930,643.00</u>	<u>\$ 73,174,388.64</u>	62.0%

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

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

City of Post Falls  
Treasurer's Report of Cash and Investment Transactions  
As Of 07/31/2022

FUND	BALANCE 06/30/2022	RECEIPTS	DISBURSEMENTS	BALANCE 07/31/2022
001 - GENERAL FUND	\$ 42,604,528.54	\$ 10,415,083.10	\$ 4,566,768.95	\$ 48,452,842.69
002 - COMPREHENSIVE LIABILITY	230,891.70	14,153.56	-	245,045.26
003 - PERSONNEL BENEFIT POOL	(378,544.90)	282,499.12	340,497.83	(436,543.61)
004 - STREET LIGHTS	128,392.45	69.61	-	128,462.06
007 - DRUG SEIZURE PROGRAM	155,193.00	515.60	202.15	155,506.45
008 - 911 SUPPORT	2,132,604.83	19,052.11	7,986.21	2,143,670.73
011 - FACILITY BUILDING RESERVE	1,976,564.11	30,248.61	10,000.00	1,996,812.72
017 - ANNEXATION FEES	3,383,971.30	26,845.82	4,191.42	3,406,625.70
023 - SPECIAL EVENTS	266,050.19	11,608.35	3,874.96	273,783.58
029 - CEMETERY CAPITAL IMPROVEMENT	313,012.48	4,772.19	-	317,784.67
035 - PUBLIC SAFETY IMPACT FEES	2,109,650.14	19,435.33	2,871.73	2,126,213.74
037 - STREETS IMPACT FEES	7,805,646.36	152,764.42	351,134.19	7,607,276.59
038 - PARKS IMPACT FEES	4,675,002.80	115,615.15	-	4,790,617.95
039 - STREETS CAPITAL PROJECTS	20,779.48	11.26	-	20,790.74
402 - LID 99-1	(30,979.88)	-	-	(30,979.88)
410 - LID 2004	(96,480.00)	192.39	-	(96,287.61)
450 - LID GUARANTEE	17,344.11	9.40	-	17,353.51
650 - RECLAIMED WATER OPERATING	39,042,902.86	4,171,909.22	2,297,067.80	40,917,744.28
651 - RECLAIMED WATER CAPITAL - WWTP	18,311,558.44	361,384.59	2,390,944.02	16,281,999.01
652 - RECLAIMED WATER CAPITAL - COLLECTOR	8,034,449.22	143,917.21	424,157.15	7,754,209.28
700 - SANITATION	1,055,266.72	331,071.29	339,381.85	1,046,956.16
750 - WATER OPERATING	19,700,830.20	1,226,213.55	1,133,930.04	19,793,113.71
753 - WATER CAPITAL	5,023,782.68	77,077.06	250.00	5,100,609.74
<b>GRAND TOTAL:</b>	<b>\$ 156,482,416.83</b>	<b>\$ 17,404,448.94</b>	<b>\$ 11,873,258.30</b>	<b>\$ 162,013,607.47</b>

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



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

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 10/4/2022**

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**DATE:** 9/26/2022 11:41 AM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** The Northshore District MDA File No. SUBD-0001-2021\_PUD-0001-2021

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**ITEM AND RECOMMENDED ACTION:**

With consent of the Consent Calendar, City Council authorizes the mayor's signature on the Master Development Agreement (MDA) for the Northshore District Subdivision and Planned Unit Development (PUD).

**DISCUSSION:**

The applicant (Tedder Properties, LLC) has requested a Planned Unit Development for approximately 10-acres into 24 Single-Family Residential Lots (R1). The property is generally located east of Greensferry Rd. and just south of Ponderosa along the Spokane River.

The Planning and Zoning Commission public hearing was on February 9, 2021, they heard the staff report and received testimony and moved to approve the requested PUD and Subdivision with conditions. On April 13, 2021, an appeal of the Reasoned Decision was filed, and another public hearing was held before City Council on September 13, 2021 and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Council Reasoned Decision.

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

Yes

**APPROVED OR DIRECTION GIVEN:**

Approved

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

N/A

**BUDGET CODE:**

N/A

**MASTER DEVELOPMENT AGREEMENT  
FOR  
THE NORTSHORE DISTRICT SUBDIVISION & PUD  
(File No. SUBD-0001-2021/PUD-0001-2021)**

**THE CITY OF POST FALLS**, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and **Tedder Properties, LLC, an Idaho Limited Liability Company**; hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **10** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **The Northshore District Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-3, File # SUBD-0001-2021, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit No.1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code §50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.



- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **The Northshore District Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **February 9, 2021** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of The Northshore District Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. **On April 13, 2021, an appeal of the Reasoned Decision was filed, and another public hearing was held before City Council on September 13, 2021 and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Council Reasoned Decision.** The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit No. 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision were prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City, and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council

has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

**1. Property and Term.**

**1.1 Property Subject to this Agreement**

The Land is described as follows:

A parcel of land located in the Northwest Quarter of Section 12, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

**Commencing** at the northwest corner of the Northwest Quarter of Section 12, Township 50 North, Range 5 West, Boise Meridian, from which the northeast corner of the Northwest Quarter of said Section 12 bears South 90°00'00" East, a distance of 2645.42 feet;

thence South 90°00'00" East along the north line of the Northwest Quarter of said Section 12, a distance of 1150.19 feet;

thence South 00°00'00" West leaving the north line of the Northwest Quarter of said Section 12, a distance of 35.00 feet to the southerly right-of-way line of East Ponderosa Boulevard and the **Point of Beginning**;

thence South 90°00'00" East along said southerly right-of-way line of East Ponderosa Boulevard, a distance of 576.49 feet;

thence South 01°07'30" West leaving said southerly right-of-way line of East Ponderosa Boulevard, a distance of 747.27 feet to the north shore of the Spokane River;

thence meandering along said north shore of the Spokane River the following courses:

South 84°51'15" West, a distance of 68.68 feet;

South 80°00'40" West, a distance of 77.03 feet;

South 82°43'12" West, a distance of 84.09 feet;

South 85°54'50" West, a distance of 112.48 feet;

South 70°57'12" West, a distance of 53.68 feet;

South 53°59'38" West, a distance of 30.90 feet;

thence North 15°06'30" West leaving said north shore of the Spokane River, a distance of 129.27 feet;

thence South 87°45'08" West, a distance of 127.58 feet;

thence North 01°13'23" East, a distance of 701.36 feet to the southerly right-of-way line of East Ponderosa Boulevard and the **Point of Beginning**;

Containing 436,472 square feet or 10.020 acres, more or less.

**1.2 Term**

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

## **2. Project Regulations and Policies**

### **2.1. Project Development**

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

#### **2.1.1. Existing Approvals**

Development of the Property shall be subject to all of the conditions and standards as set forth in the Reasoned Decision and in the Annexation Agreement between the parties *entered into on June 5, 2020*. The development of the Property shall be consistent with adopted rules, regulations, and ordinances of the City except where such rules, regulations and ordinances are expressly modified by the approvals accorded the project.

#### **2.1.2. Future Application**

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

#### **2.1.3 Fees**

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

**2.2. Project is a Private Undertaking**

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

**2.3 Hold Harmless**

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

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

**3.1 Processing**

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

**3.2 Permits**

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

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

**4.1 Notice**

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

**DEVELOPER**  
**Tedder Properties, LLC,**  
**A Limited Liability Company**  
**3142 E Rivercrest Dr.**  
**Post Falls, ID 83854**

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

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

### **5.1 General Provisions**

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

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

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

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

These provisions provide a mechanism for the identification of those circumstances, which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, City determines that the health, safety and

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

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

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

If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

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

### **7.1 Mortgagee Protection**

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

## **7.2 Mortgagee Not Obligated**

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

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

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

## **8. Transfers and Assignments**

### **8.1 Right to Assign**

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

### **8.2 Release Upon Transfer**

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

such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

**9. Covenants Run with The Land**

**9.1**

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

**9.2 Maintenance of Common Area Landscaping**

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

**10. General Provisions**

**10.1 No Joint Venture or Partnership**

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

**10.2 Severability**

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

**10.3. Entire Agreement**

This Agreement is executed in one original and consists of **twenty-five (25)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and



agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

**Exhibit 1: General Site Plan of Record (Exhibit A-3, File No. SUBD-0001-2021, Post Falls Community Development Department records)**

**Exhibit 2: Reasoned Decision, The Northshore District Subdivision**

### **10.3 Completion of Performance**

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

### **10.5 Force Majeure**

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

### **10.6 Estoppel Certificate**

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

### **10.7 Duty to Record**

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

Executed this 23 day of 9, 2022.

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

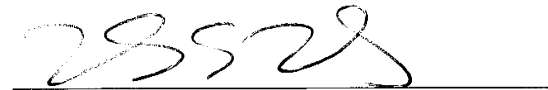
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**Ronald G Jacobson, Mayor**

---

**Shannon Howard, City Clerk**

**By: Owner**

A handwritten signature in black ink, appearing to read 'T. Tedder', is written over a horizontal line.

**Thomas Tedder, Member, Tedder Properties, LLC**

**ACKNOWLEDGMENT**

STATE OF IDAHO )  
 :SS  
County of Kootenai )

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

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

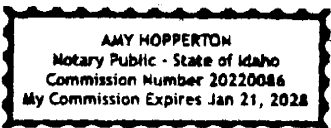
\_\_\_\_\_  
Notary Public for the state of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

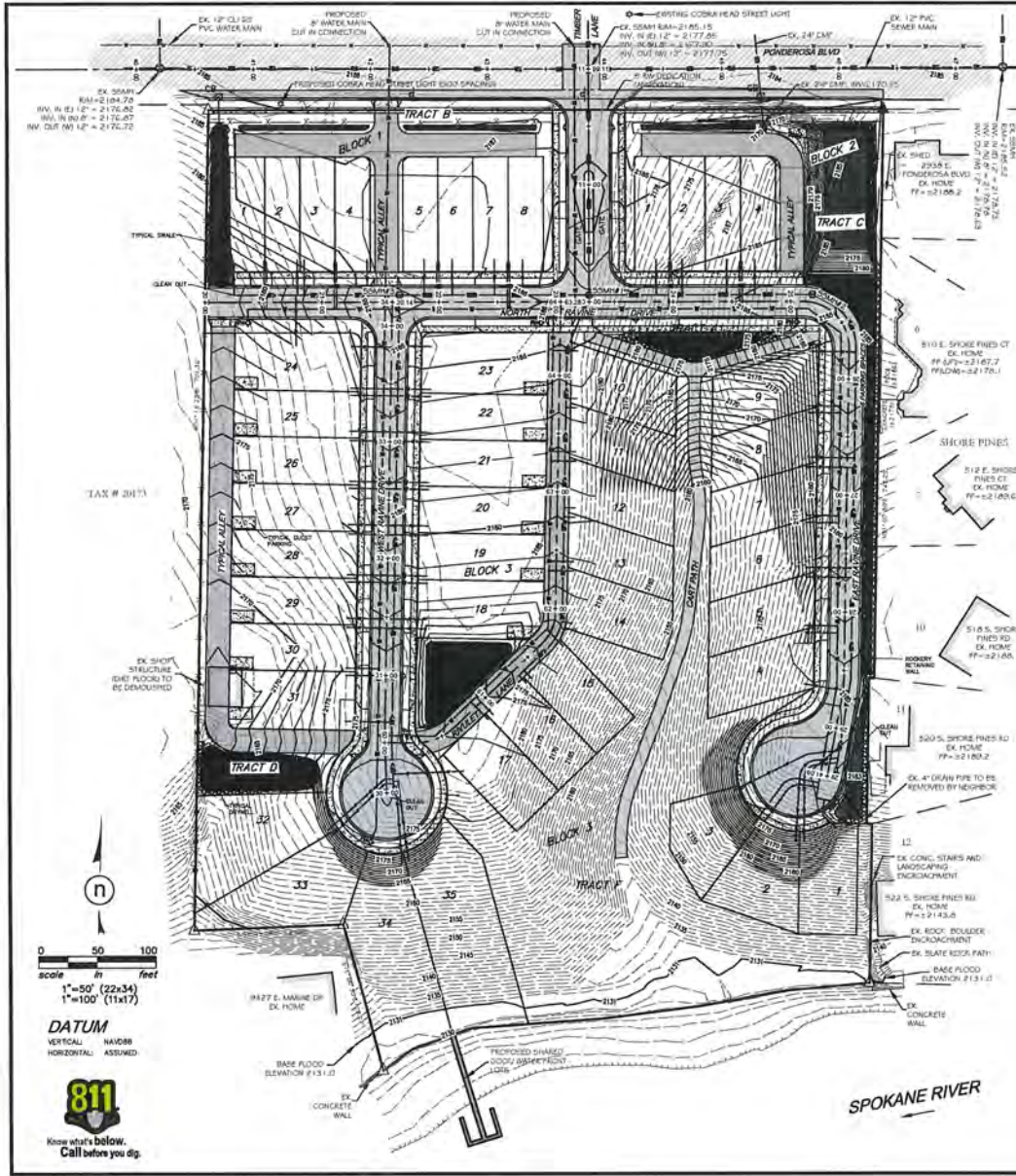
STATE OF Idaho )  
 :SS  
County of Kootenai )

On this 13 day of September, 2022, before me, a Notary for the State of Idaho, personally appeared **Thomas Tedder, Member, Tedder Properties, LLC a Limited Liability Company**, known, or identified to me to be the company whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Amy Hopperton [Signature]  
Notary Public for the State of Idaho  
Residing at: 2836 Utterley Suckle Dr  
Commission Expires: 1/21/28



**PROJECT INFORMATION**

OWNER: ZEDER PROPERTIES LLC  
 3142 EAST BRUCECREST DRIVE  
 POST FALLS, ID 83854

ADDRESS: 780 EAST PONDEROSA BOULEVARD  
 POST FALLS, ID 83854

FARCE(L)S: 50808122770 & 03380000314A

TMY/PHD/SEC: 50N / 05W / 12

PROJECT SIZE: 10.02 ACRES

**DENSITY TABLE**

MAX LOTS: 106173P / 0.251ACRES  
 MIN LOTS: 28325P / 0.067ACRES

AVERAGE LOTS: 44959P / 0.103ACRES

PROPOSED LOTS: 47

LOT DENSITY: 4.7 UNITS PER ACRE

DRIVE SPACE: 81.2 ACRES  
 (Open space 028.283 include street space)

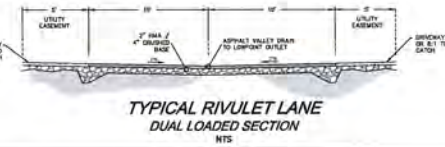
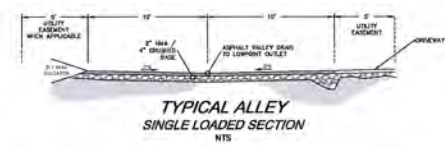
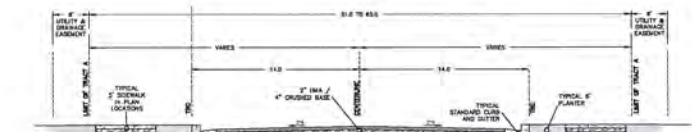
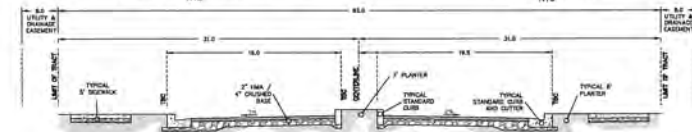
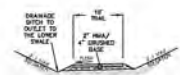


**PROPOSED SETBACKS**

SEE TABLE IN PROVIDED NARRATIVE AND THE PROVIDED EXHIBIT FOR THE PROPOSED SETBACK INFORMATION.

**SHEET INDEX**

- PL1.0 PRELIMINARY PROJECT OVERVIEW
- PL1.1 PRELIMINARY PROJECT PROFILES
- PL1.2 PRELIMINARY PROJECT PROFILES
- PL1.3 PRELIMINARY TRSC PLAN
- PL1.4 PRELIMINARY TRSC PLAN
- PL1.5 PRELIMINARY ROSE RETAINAGE PLAN
- L1.0 PRELIMINARY LANDSCAPE PLAN



**SURVEYORS & ENGINEERS**  
 7000 N. Mineral Dr., Ste. 900  
 Coeur d'Alene, Idaho 83815  
 Phone: (208) 772-8600  
 Fax: (208) 772-6619  
 www.itsurvey.com

SUBJECT HZ	DESIGNED HZ	DESIGNED VZ	DRAIN	SLM	RECORD SLM

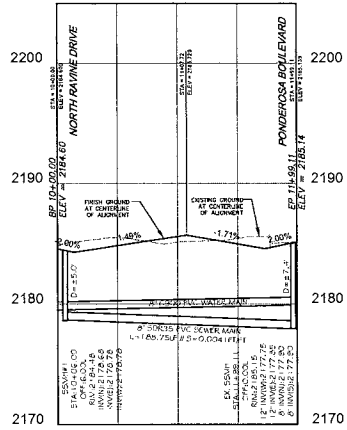


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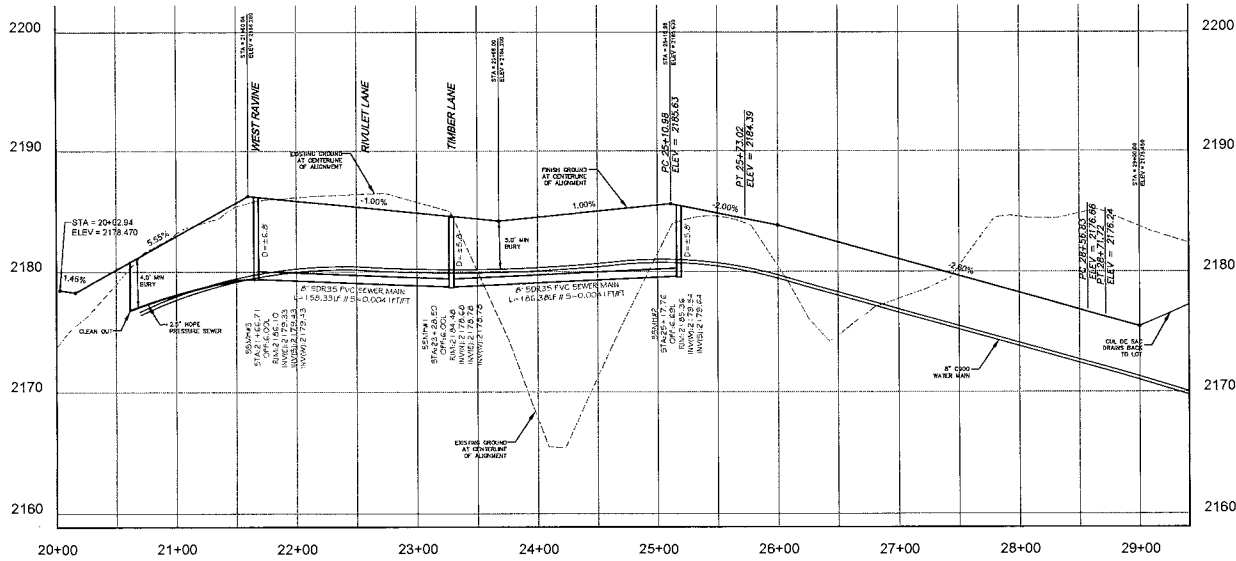
**THE NORTHSORE DISTRICT**  
 A PLANNED UNIT DEVELOPMENT  
 THE CITY OF POST FALLS, IDAHO

PRELIMINARY SITE LAYOUT

SHEET /  
 PL1.0  
 PROJECT #  
 2018-013  
 DATE  
 1/7/2021



**TIMBER LANE (PRIVATE) PROFILE**  
H-SCALE: 1=50 & V-SCALE: 1=5



**NORTH AND EAST RAVINE DRIVE (PRIVATE) PROFILE**  
H-SCALE: 1=50 & V-SCALE: 1=5



**SURVEYORS + ENGINEERS**  
7800 N. Mineral Dr., Ste. 300  
Coeur d'Alene, Idaho 83815  
Phone: (208) 772-8600  
Fax: (208) 772-8619  
www.tpsurvey.com

PROJECT H2	DATE
ISSUED H2	DATE
DESIGNED H2	DATE
DRAWN SLM	DATE
CHECKED SLM	DATE

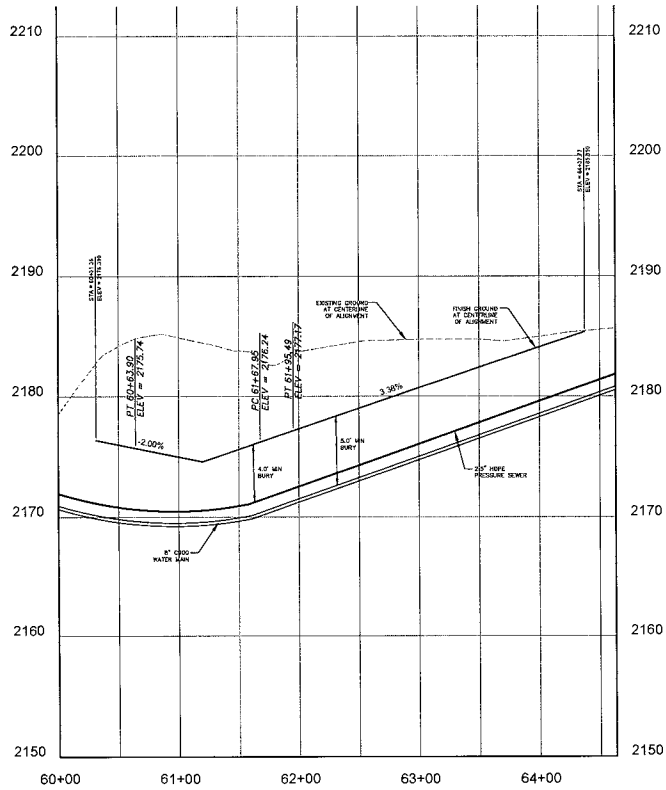


REVISIONS

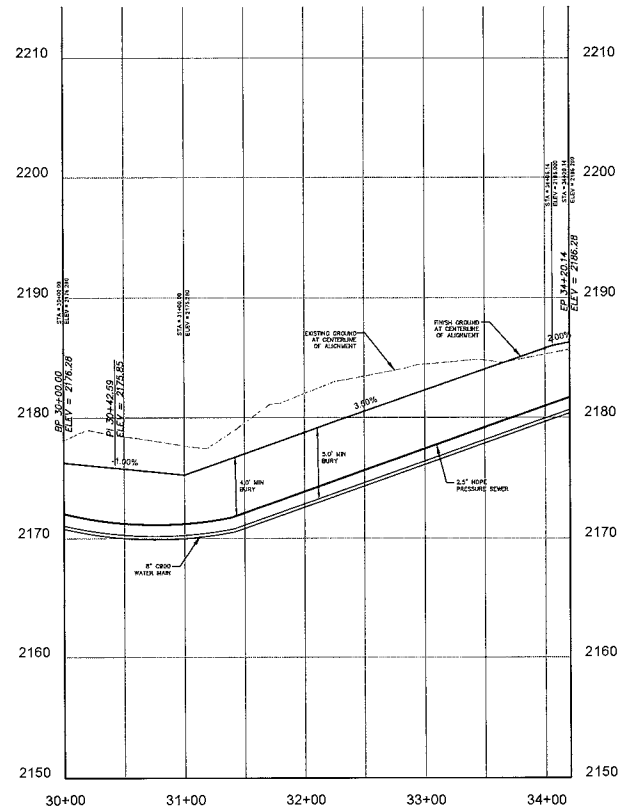
**THE NORTSHORE DISTRICT**  
A PLANNED UNIT DEVELOPMENT  
THE CITY OF POST FALLS, IDAHO

PRELIMINARY PROFILES

SHEET **P1.1**  
PROJECT # **2018-213**  
DATE **5/20/2020**



**RIVULET LANE (PRIVATE) PROFILE**  
H-SCALE: 1=50 & V-SCALE: 1=5



**WEST RAVINE DRIVE (PRIVATE) PROFILE**  
H-SCALE: 1=50 & V-SCALE: 1=5



**SURVEYORS & ENGINEERS**  
7000 N. Mineral Dr., Ste. 300  
Coeur d'Alene, Idaho 83815  
Phone: (208) 775-8800  
Fax: (208) 775-6019  
www.rseurvey.com

SERVICES IZ	DESIGNED IZ	DRAWN	SLM	CHECKED	SLM
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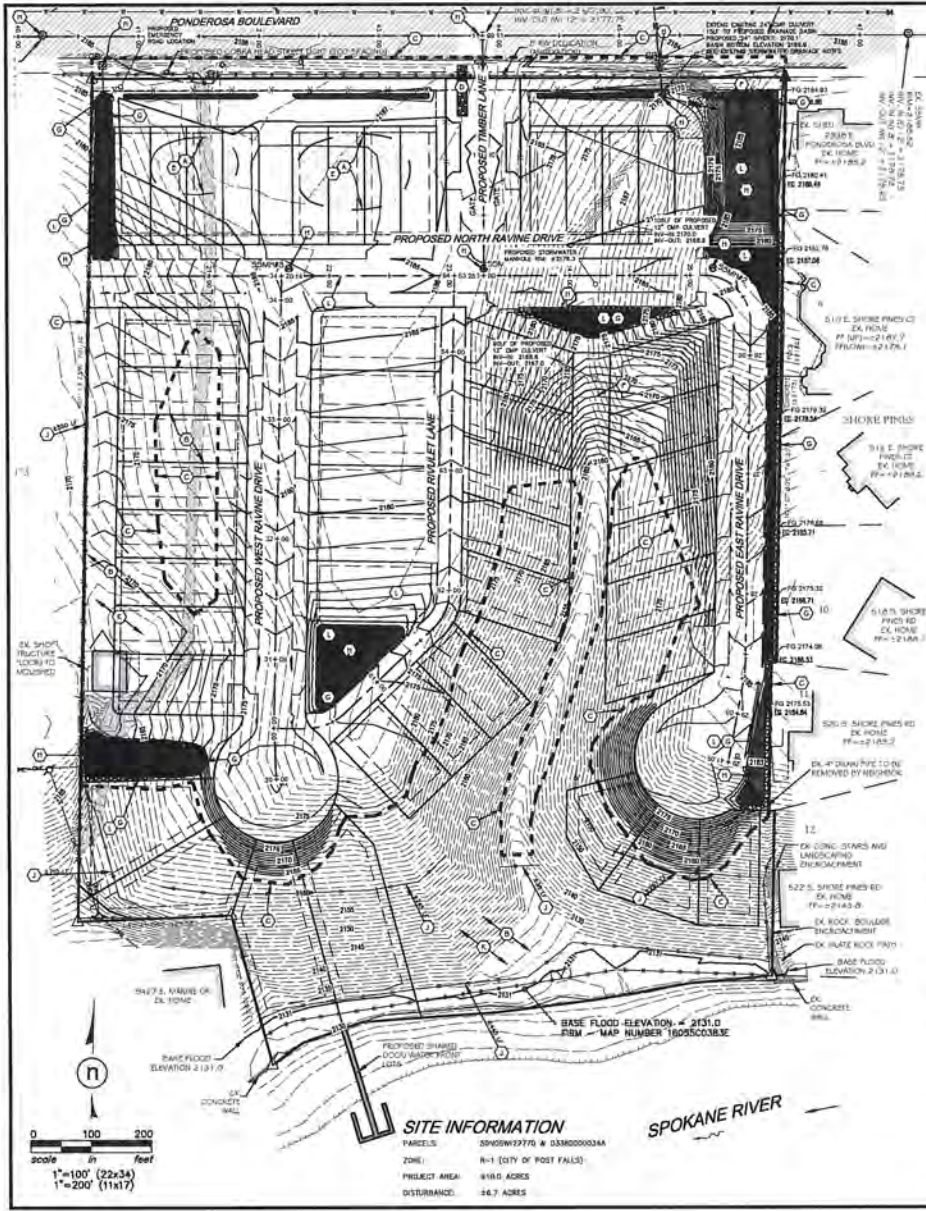


REVISIONS

**THE NORTHSORE DISTRICT**  
A PLANNED UNIT DEVELOPMENT  
THE CITY OF POST FALLS, IDAHO

PRELIMINARY  
PROFILES

SHEET #	DATE
P1.2	5/28/2020
PROJECT #	
2019-213	



**BEST MANAGEMENT PRACTICE NOTES**

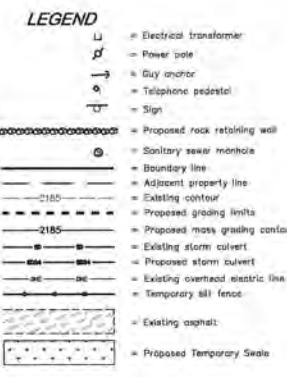
- As a minimum, the following management practices shall be implemented on this project by the contractor to prevent and/or prevent erosion and sedimentation. Additional BMPs shall be implemented as determined by the engineer and contractor as needed to prevent or prevent an emergency erosion control situation. The contractor shall also refer to the details provided in the manual of stormwater management practices for best management practices for the project.
- 1. **Timing of Construction** - The contractor shall schedule and sequence construction work and erosion control applications so that they occur under optimal conditions during periods when the potential for erosion is lowest. Proper timing will minimize erosion and also maximize the effectiveness of control methods. (Once plan approved)
  - 2. **Staging Areas** - The staging area for this site will be near Pondrosa Boulevard. In an area where stormwater runoff can be easily managed during the mass grading process.
  - 3. **Preservation of Existing Vegetation** - The clearing limits identified on this plan (BMP 4) show that a significant portion of the site will remain undisturbed during this process. With the exception of removing trees that are dead, dying, or pose a threat to the health, safety and/or welfare of those working on this site, or those who will live on this property, it will also be important to remove low-value trees and/or those trees whose roots would reduce the soil's ability to hold soil in place.
  - 4. **Staircase Limits** - The contractor shall be responsible for all site clearing. The north clearing limits will be the east boundary of this project. The south clearing limits will be as shown hereon, being a minimum of 10' horizontal measurement from the Spokane River's base flood elevation at this project site, and the west clearing limits will be as shown hereon.
  - 5. **Stabilization of Construction Entrance/Exit** - The contractor shall install a temporary/stabilized construction entrance/exit off of Pondrosa Boulevard for the ingress and egress of construction traffic from this site. The contractor shall be responsible for cleaning/maintaining the temporary/stabilized construction entrance/exit as needed. The minimum dimensions of this construction entrance/exit are (50' (L) x 12' (W) for the typical detail on this plan.
  - 6. **Soil Control** - The contractor shall control all fugitive dust from the project site with water or dust suppression methods as approved by the City of Post Falls. A water truck shall remain on-site and ready for use until mass grading and construction/just control water through a city permit or provide an alternative source in writing to the engineer for approval prior to construction.
  - 7. **Stockpile Management** - The view of this mass grading plan shall be to balance the excavation and embankment material. However, there will be a need for temporary stockpiles. The contractor shall place a minimum of 4" thickness of 100-compacted organic weed soil over the disturbed slope that will not have future impervious surfaces placed over the slope.
  - 8. **Topsoil** - After mass grading is complete, and the final slope (with stonings) is required, and is not intended to be disturbed with site construction, the installation of topsoil. The contractor shall place a minimum of 4" thickness of 100-compacted organic weed soil over the disturbed slope that will not have future impervious surfaces placed over the slope.
  - 9. **Site Seeding** - The contractor shall inspect all site slopes for erosion concerns during a site walk through after mass grading. The contractor shall repair and/or stabilize all erosion-prone areas and then the contractor shall place a seed blend (see details hereon) over all slopes that are 1:1 or less, and over those slopes that have been topsoiled (BMP 10) for stabilization. Est. Qty = 3.2 acres.
  - 10. **Soil Slope Sealing** - The contractor shall construct a 4" (minimum) splash pad at the stormwater pipe outlet as needed to prevent scour and erosion/sedimentation. Est. Qty = 40'.
  - 11. **Soil Stabilization** - After mass grading, all slopes are to be "cat-tracked" for the creation of horizontal steps prior to the placement of topsoil/seeding to increase site stability.
  - 12. **Retaining Walls** - The topographic characteristics of this site are unique, and the need for rock stacked retaining walls will be required. Retaining walls shall range in height between 4:1 and 1:1. All rock walls with a height of 4:1 or more will be designed by an engineer prior to construction.
  - 13. **Retention Basins** - The contractor shall install 10' deep falls approved for protection for sanitary sewer manholes, stormwater culverts, stormwater catch basins and/or structures that require protection during construction. See BMP 31 for Idaho State approved methods.
  - 14. **Check Dams** - The contractor may rely on the use of temporary check dams during construction. The engineer approves the design for the City of Post Falls. The design shall be a 10' high and 4' wide. Check dams shall be constructed in accordance with this BMP.
  - 15. **Soil Erosion** - The contractor shall install temporary silt fencing as shown pending to remain in place until approved by the engineer or the City of Post Falls. The design shall be as needed for vegetation clean-up, per the typical detail on this plan. Est. Qty = 1,200 LF.
  - 16. **Vegetation Buffer Strip** - This mass grading process requires to utilize the existing native vegetation on the downhill slopes toward the Spokane River to reduce site stability. Fugitive dust, and to assist in the treatment of any stormwater runoff that may historically collect to the Spokane River.
  - 17. **Sedimentation Trap/Basin** - The contractor may temporarily rely on the use of sedimentation traps during this mass grading process to ensure site stability.
  - 18. **Temporary Swales** - Proposed 60" deep x 60" wide stormwater collection swales shall be installed as the contractor begins this mass grading process for the typical temporary swale detail on this plan.
- The contractor shall reference the details of stormwater best management practices for Idaho cities and counties for the proper installation and management of all above BMPs. This catalog also references additional BMPs that may need to be implemented on this during construction. The contractor shall be responsible for maintaining BMPs on a daily basis, including daily BMP inspection logs, and for removing/replacing the BMPs as needed to stabilize the site. The contractor shall remove the silt fencing within 30-days of being notified by the project engineer.
- The contractor shall designate a project lead and shall oversee this plan during construction. The lead shall make their name and phone number on the approved best management plan. The lead shall be responsible for all day to day inspections and for working with the engineer during construction to ensure the site is stable during construction. The lead shall be responsible for all temporary erosion and sediment control.

**MASS GRADING PLAN NOTES (M2)**

- 1. The contractor shall be responsible for locating and protecting all subsurface and overhead utility lines during construction. The contractor shall contact electric-utility services as needed. The contractor shall be responsible for the replacement of (both physically and financially) any damaged utility lines during construction. The proposed development shall however extend the existing 24" CMP to the stormwater drainage shall that will be located onsite in the event there is discharge from the north side of pondosa.
- 2. It has come to our attention that the existing development to the east of our project has a failed stormwater management system, and their stormwater outlets to our proposed development. We are willing to work with the neighbors to provide a 12" CMP emergency stormwater outlet culvert. However, the elevation of this 12" CMP outlet will only provide emergency stormwater conveyance, and the adjacent development will need to timely re-engineer their stormwater system to collect, treat, and store all runoff per city standards and requirements.
- 3. The contractor shall have a copy of all pertinent BMP details onsite during construction at all times for reference.
- 4. All major equipment repairs shall be completed onsite. The contractor shall be responsible for having a spill prevention plan in place for any spills/overflows that are accidentally leaked on this site by the construction equipment, including the removal/cleanup of all contaminated site.
- 5. All mass grading will be controlled through construction staging and erosion control provided by our firm.
- 6. The contractor shall be responsible for filing for the EPA NOI. This exhibit is intended to serve as the "stormwater pollution prevention plan" (SWPPP) exhibit.



**VICINITY MAP**  
N12



**CONTRACTOR'S PROJECT LEAD**

NAME: \_\_\_\_\_ TEL: \_\_\_\_\_

**EXISTING STORMWATER DRAINAGE NOTE**

1. The stormwater outlet for the north side of Pondosa Boulevard, fronting the development, outlets to the rear residential lots on the north side of Pondosa Boulevard, via an existing catch basin and culvert. This natural drainage area has an existing 24" CMP culvert that was designed as an outlet for this drainage area, across Pondosa Boulevard, and through our proposed development. During field exploration we observed that the inlet of this existing 24" CMP appears to be significantly higher than existing ground, and that there were no visible signs of drainage taking place across Pondosa Boulevard. The proposed development will however extend the existing 24" CMP to the stormwater drainage shall that will be located onsite in the event there is discharge from the north side of pondosa.
2. It has come to our attention that the existing development to the east of our project has a failed stormwater management system, and their stormwater outlets to our proposed development. We are willing to work with the neighbors to provide a 12" CMP emergency stormwater outlet culvert. However, the elevation of this 12" CMP outlet will only provide emergency stormwater conveyance, and the adjacent development will need to timely re-engineer their stormwater system to collect, treat, and store all runoff per city standards and requirements.

**ENGINEER**  
S2 SURVEYING & ENGINEERING  
SCOTT L. WEAVER, P.E.  
TEL: 208.772.8600

**DATUM**  
VERTICAL: NAVD83  
HORIZONTAL: ASSUMED

**811**  
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REVISED

**THE NORTHSHORE DISTRICT  
TEMPORARY EROSION CONTROL PLAN  
THE CITY OF POST FALLS, IDAHO**

PRELIMINARY  
TREC PLAN

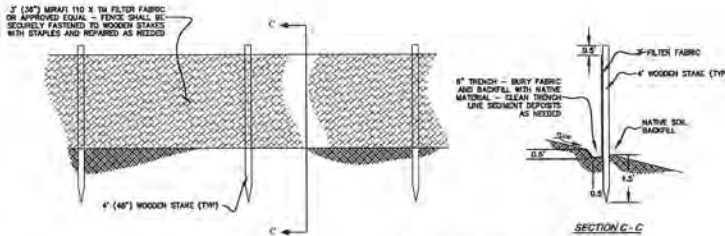
SHEET 1  
P1.3  
PROJECT # 2019-213  
DATE 5/28/2020

**GENERAL NOTES (CITY OF POST FALLS)**

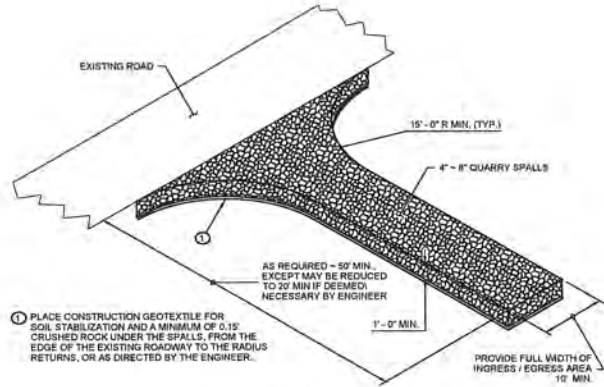
1. ALL WORK SHALL CONFORM TO THE BOARD STANDARDS FOR PUBLIC WORKS CONSTRUCTION, (CIP) CURRENT EDITION, AND THE CITY OF POST FALLS STANDARD DRAWINGS AND SPECIFICATIONS. IN THE CASE OF CONFLICT, THE MOST STRINGENT STANDARD SHALL APPLY.
2. NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE CITY ENGINEER. ALL PROPOSED REVISIONS SHALL BE SUBMITTED BY THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL BY THE CITY ENGINEER. REVISIONS OF CITY STANDARD DRAWINGS SHALL BE CLEARLY IDENTIFIED UPON THE APPROVED DRAWINGS. REVISIONS OR ADDITIONS TO STANDARD NOTES SHALL BE PROVIDED ONLY WITHIN THE SUPPLEMENTAL NOTES.
3. ALL SAFETY STANDARDS AND REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COMPLIED WITH AS SET FORTH BY OSHA.
4. EXISTING UTILITIES SHALL BE LOCATED BY CONTACTING CALL BEFORE YOU DIG AT 811 AT LEAST 48 HOURS PRIOR TO STARTING ANY EXCAVATION. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK NEAR ANY FACILITIES AND SHALL COORDINATE THEIR WORK WITH COMPANY REPRESENTATIVES.
5. WORK SHALL NOT BEGIN UNTIL A PERMIT AND NOTICE TO PROCEED IS ISSUED BY THE CITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING INSPECTOR AT LEAST 48 HOURS PRIOR TO STARTING WORK OR PROCEEDING WITH NEW PHASES OF CONSTRUCTION. ALL INSPECTIONS SHALL BE SCHEDULED WITH A MINIMUM 24-HOUR NOTICE PRIOR TO TESTING.
7. AN APPROVED SET OF IMPROVEMENT PLANS SHALL BE KEPT ON THE JOB SITE AT ALL TIMES.
8. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHTS-OF-WAY IN A CLEAN, SAFE AND USABLE CONDITION. ALL SOIL, ROCK, OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY OWNED PROPERTY UPON COMPLETION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTIES, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE AND USABLE CONDITION.
9. EXISTING PROPERTY CORNERS OR SURVEY MONUMENTS SHALL BE PROTECTED DURING THE COURSE OF CONSTRUCTION. ANY DAMAGED OR DESTROYED CORNERS OR MONUMENTS SHALL BE RE-ESTABLISHED BY PROFESSIONAL SURVEYORS, LICENSED TO WORK IN THE STATE OF IDAHO, PRIOR TO FINAL ACCEPTANCE.
10. TREES NOT IDENTIFIED FOR REMOVAL SHALL BE PROTECTED OR PROVIDED IN AN APPROVED MANNER PRIOR TO COMMENCEMENT OF MAJOR OPERATIONS.
11. THE ENGINEER OF RECORD SHALL VERIFY THE ACCURACY OF EROSION AND SEDIMENTATION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION, AND AS NECESSARY DURING THE COURSE OF THE PROJECT. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THESE PLANS AND THE CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES FOR DRAIN DITCHES AND COUNTERTIES PREPARED BY THE DAVID DIVISION OF ENVIRONMENTAL QUALITY.
12. ALL PROJECTS HAVING THE POTENTIAL FOR RUNOFF DISCHARGE TO ANY SURFACE WATER BODY, SHALL FILE A NOTICE OF INTENT (NOI), WITH THE EPA. COPIES OF ANY REQUIRED STORM WATER POLLUTION PREVENTION PLANS (SWPPP) OR NOI SHALL BE PROVIDED TO THE CITY PRIOR TO START OF CONSTRUCTION.
13. ALL CONCRETE, UNLESS OTHERWISE SPECIFIED, SHALL BE COMMERCIAL GRADE PORTLAND CEMENT WITH AIR ENTRAINMENT (6.5% +/- 1.5%), AND A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI.
14. ALL UNDERGROUND UTILITY LATERALS SHALL BE INSTALLED AND APPROVED BEFORE CONSTRUCTION OF CURBS, CURBS SIDINGS, SIDEWALKS OR THE SURFACING OF STREETS.
15. SURFACE RESTORATION OF ROADWAY CUTS SHALL COMPLY WITH THE CITY'S ROADWAY CUT POLICY. PERMANENT ROADWAY PATCHING SHALL BE PLACED WITHIN 7 DAYS OF THE INITIAL ROADWAY CUT. TEMPORARY PATCHING THAT UTILIZES A MINIMUM OF 2 BUSES OF ADHESIVE CONCRETE (COLD MIX) SHALL BE PLACED WITHIN 24 HOURS OF THE INITIAL ROADWAY CUT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL TEMPORARY PATCHING AND SHALL MAINTAIN ALL PERMANENT PATCHING FOR A PERIOD OF 2 YEARS.
16. ALL DITCHES AND ROADWAY CUTS WITH PUBLIC CHARACTERISTICS (OR RIGHTS-OF-WAY) SHALL BE COMPACTED IN ACCORDANCE WITH SO 301. COMPACTION TEST RESULTS SHALL BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE CITY ENGINEER FOR APPROVAL, PRIOR TO ANY FINISH AND FINAL ACCEPTANCE OF WORK.
17. ALL OPERATIONS CONDUCTED ON THE PREMISES SHALL BE RESTRICTED TO THE HOURS BETWEEN 8:00 AM AND 6:00 PM UNLESS OTHERWISE PROVIDED BY THE CITY. THIS INCLUDES THE HANDLING OF DEBRIS, ARRIVAL, DEPARTURE OF BUSES OF TRUCKS, CONSTRUCTION EQUIPMENT, CONSTRUCTION EQUIPMENT OR ANY OTHER ASSOCIATED EQUIPMENT.
18. ALL IMPROVEMENTS SHALL BE JOINED OR MATCHED IN A MANNER SATISFACTORY TO THE CITY ENGINEER. THIS INCLUDES ALL UTILITY CONNECTIONS AND NECESSARY SAW CUTTING, REMOVAL, REPAIR, EXTENSION, AND CURBS ASSOCIATED WITH CURBS AND SIDINGS, CONCRETE SPALLS, ASPHALT, CONCRETE OR OTHER FINISHING.
19. THE ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR ALL PROJECT INSPECTIONS, INCLUDING MATERIALS TESTING AND QUALITY CONTROL. COPIES OF DAILY REPORTS AND TEST RESULTS SHALL BE MADE AVAILABLE TO THE CITY ENGINEER FOR REVIEW ON A DAILY BASIS. FAILURE TO PROVIDE REPORTS MAY RESULT IN SUSPENSION OF CONSTRUCTION. PROJECT COSTS AND AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO FINAL ACCEPTANCE AND IN CONFORMANCE WITH THE CITY'S ELECTRONIC SUBMITTAL STANDARDS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, IN ACCORDANCE WITH THE A.I.T.C.E. CURRENT EDITION. AT LEAST 48 HOURS PRIOR TO DISRUPTION OF ANY TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY ENGINEERING DIVISION FOR APPROVAL. NO WORK SHALL COMMENCE UNTIL A PERMIT IS ISSUED AND ALL APPROVED TRAFFIC CONTROL IS IN PLACE.
21. ALL LANDSCAPING MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION SHALL HAVE AN IRRIGATION INSTALLED AND FUNCTIONING.
22. ALL DISTURBED AREAS OF THE PUBLIC RIGHTS-OF-WAY SHALL BE TOP COATED WITH A MINIMUM OF 1 INCH OF TOPSOIL AND REEDED WITH A CITY LAND USE EQUIVALENT TO THE CITY'S STORM DRAINAGE STANDARDS.
23. ALL PAVING PROJECTS WILL NEED TO ADHERE TO THE CITY OF POST FALLS PAVEMENT CUT POLICY.

**MASS GRADING/GEOTECHNICAL NOTES (CITY OF POST FALLS)**

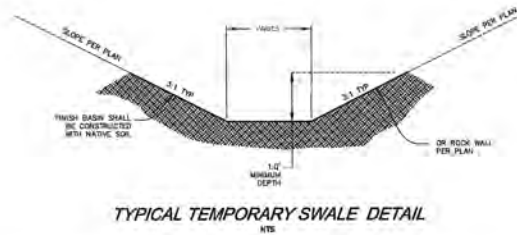
1. ALL CUTS AND FILLS SHALL BE COVERED TO THE LIMITS INDICATED WITHIN THE APPROVED GRADING PLANS.
2. THE CONTRACTOR SHALL INSURE THAT ALL TEMPORARY SLOPES ARE STABLE AND THAT APPROPRIATE EROSION MEASURES ARE IN PLACE AND MAINTAINED.
3. OBTAINMENT OF UNADJUSTED GEOLOGIC CONDITIONS SHALL BE REFERRED TO THE GEOLOGICAL ENGINEER FOR ASSESSMENT AND RECOMMENDATIONS.
4. ALL COMPACTION EFFORTS SHALL BE MONITORED AND TESTED BY AN EXPERIENCED SOIL TECHNICIAN UNDER THE SUPERVISION OF A LICENSED GEOTECHNICAL ENGINEER REPRESENTING THE OWNER.
5. ALL MASS GRADING SHALL BE MONITORED, TESTED, AND CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER (GEOLOGICAL ENGINEER).
6. CONTRACTOR IS TO NOTIFY THE GEOLOGICAL ENGINEER, THE ENGINEER OF RECORD AND CITY ENGINEERING INSPECTOR 48 HOURS PRIOR TO EACH AND EVERY START OF STOPPING OF CONSTRUCTION, EACH TIME A LIFT OF GRADING IS READY FOR INSPECTION, AND EACH AND EVERY TIME THE CONTRACTOR IS REQUESTING GRADING INSPECTION FROM CITY. FAILURE TO NOTIFY MAY RESULT IN CONTRACTOR REMOVING ANY MATERIAL THAT HAS NOT BEEN INSPECTED.
7. ALL AREAS SHALL BE STRIPPED OF ORGANIC TOP SOIL AND NON-ENGINEERED FILL. IN ADDITION TO ALL BRUSH, STUMPS, AND ROOTS, WHITE DISPOSAL OF ORGANIC MATERIALS IS NOT ALLOWED. THE GEOTECHNICAL ENGINEER SHALL REVIEW AND APPROVE ALL STRIPPED AND CLEARED AREAS PRIOR TO PLACEMENT OF FILL. PRIOR TO PLACING FILL, THE CLEARED AREAS SHALL BE SCARIFIED AND COMPACTED.
8. FILLS SHALL CONSIST OF WELL GRADED SANDS AND GRAVELS WITH A MAXIMUM PARTICLE SIZE OF 3/8 INCH AND NO MORE THAN ONE PERCENT THE NO. 200 SIEVE. THE GEOTECHNICAL ENGINEER SHALL PRE-APPROVE ALL SUPPORT SOIL SOURCES.
9. BODILY AND CORIBLES GREATER THAN 6 INCHES APPEARING IN THE EXCAVATION TO A DEPTH OF AT LEAST 4 INCHES BELOW CURBSIDE, SHALL BE REMOVED.
10. ALL FILL MATERIAL SHALL BE DRED OR MOISTURED TO WITHIN 2% OF THE OPTIMUM MOISTURE, PRIOR TO PLACEMENT. LIFTS SHALL NOT EXCEED 20" THICK. ALL FILL SHALL BE COMPACTED TO AT LEAST 90% OF MODIFIED PROCTOR (ASTM D-1557, METHOD 1-A), WITH THE TOP 12 INCHES WITHIN THE ROADWAY FINISH COMPACTED TO 95% OF THE MODIFIED PROCTOR. MATERIAL TOO COARSE TO TEST FOR THE SPECIFIED STANDARDS SHALL BE PLACED IN CONTROLLED LIFTS UNDER A PERFORMANCE BASED METHOD, AS OUTLINED IN THIS SPEC.
11. EMBANKMENTS SHALL NOT BE CONSTRUCTED ON FROZEN OR SNOW-COVERED FOUNDATIONS, OR WITH THE USE OF FROZEN MATERIALS.
12. EMBANKMENTS CONSTRUCTED ON SLOPES GREATER THAN 5 HORIZONTAL TO 1 VERTICAL (5:1) SHALL BE KEPT WITH THE UNDISTURBED GRADING WITH HORIZONTAL BENCHES OF SUFFICIENT WIDTH TO ALLOW FOR THE PROPER OPERATION OF COMPACTION EQUIPMENT.
13. THE FINAL LIMITS OF CUT AND FILL SHALL BE RECORDED WITH THE BOUNDARY TOPOGRAPHY AND SURVEY BY THE ENGINEER OF RECORD. THE GEOTECHNICAL ENGINEER SHALL SUBMIT A CERTIFICATION OF THE FILL, ALONG WITH COPIES OF OBSERVATIONS AND TESTS.
14. IN THE EVENT THAT ANY UNUSUAL CONDITIONS NOT COVERED BY THESE NOTES ARE ENCOUNTERED DURING GRADING OPERATIONS, THE ENGINEER OF RECORD SHALL BE IMMEDIATELY NOTIFIED IN ORDER TO PROVIDE GUIDANCE TO CONTRACTOR.



TEMPORARY SILT FENCE DETAIL



TEMPORARY ROCK CONSTRUCTION ENTRANCE



TYPICAL TEMPORARY SWALE DETAIL



**SURVEYORS & ENGINEERS**  
 7800 N. Mineral Dr., Ste. 900  
 Coeur d'Alene, Idaho 83815  
 Phone: (208) 772-9800  
 Fax: (208) 772-9819  
 www.nisurveyor.com

SURVEYED 1/2	PLANNED 1/2
CONTR. 1/2	CHANG. 1/2
CHANG. 1/2	CHANG. 1/2



REVISIONS

THE NORTHSHORE DISTRICT  
 TEMPORARY EROSION CONTROL PLAN  
 THE CITY OF POST FALLS, IDAHO

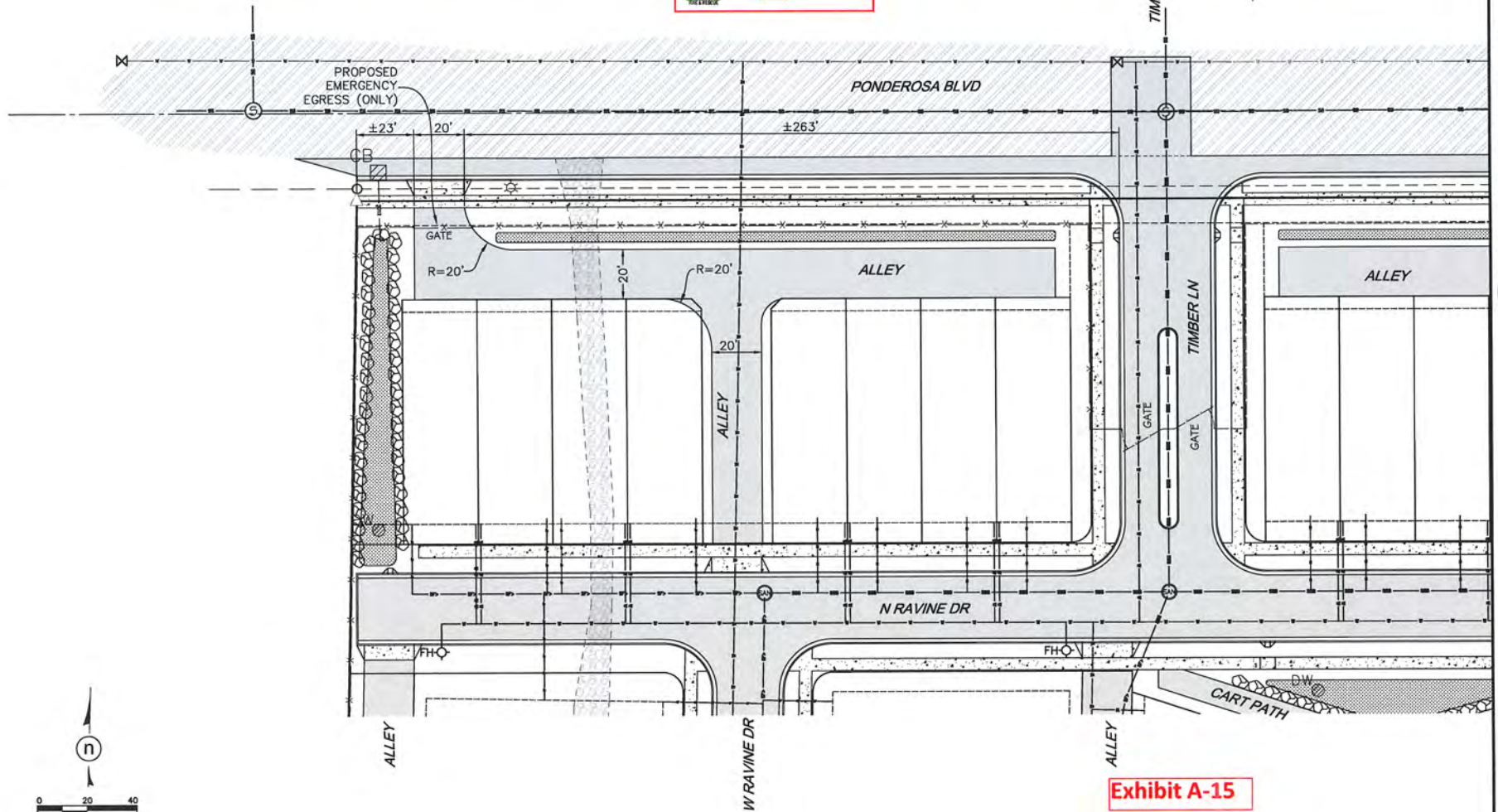
PRELIMINARY  
 TESC PLAN



SHEET 4  
 P1.4  
 PROJECT 2019-213  
 DATE 5/26/2020



# EMERGENCY EGRESS EXHIBIT



**Exhibit A-15**



**SURVEYORS • ENGINEERS**  
 7600 N. Mineral Dr., Ste. 900  
 Coeur d'Alene, Idaho 83815  
 Phone: (208) 772-6600  
 Fax: (208) 772-6619  
 www.h2survey.com



REVISED H2  
 REVISION H2  
 DRAWN: SJM  
 CHECKED: SJM

THE NORTHSHORE DISTRICT  
 A PLANNED UNIT DEVELOPMENT  
 THE CITY OF POST FALLS, IDAHO

EXHIBIT

SHEET #  
 PI.8  
 PROJECT #  
 2018-215  
 DATE  
 1/21/2021

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

**City Council**

**Memorandum of Decision**

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

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

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

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

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

## DECISION MEMORANDUM

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

### DISCUSSION AND DISPOSITION:

#### I. Alleged Procedural Deficiencies.

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

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

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

*17.12.030: APPLICATION:*

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

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

The Homeowners argue that the use of the word “shall” in Subsection (A) makes the pre-hearing requirement mandatory. The Homeowners fail to account for Subsection (B) which acts as an exemption for the requirements of Subsection (A) allowing for the Administrator to determine the appropriate review process. This is further interpreted as an exemption as it also allows a developer to “file an application the developer believes to be appropriate”. The Homeowner’s argument would lead to absurd or unreasonably harsh results and therefore should be disfavored and the City Council’s interpretation of their own ordinance should be given great weight.

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

## DECISION MEMORANDUM

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

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

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

*18.20.080: PLANNED UNIT DEVELOPMENT (PUD):*

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

PFMC specifically authorizes a PUD to contain any use that is either permitted or specially permitted in the underlying zone. Townhomes are allowed within an R-1 zone by special use permit. As such, they are allowed in a PUD without the need to submit an additional application for a special use permit. The Homeowner's construction would lead to absurd or unreasonably harsh results and therefore should be disfavored and the City Council's interpretation of their own ordinance should be given great weight.

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

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

## **II. PUD Approval Deficiencies §18.20.080**

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

The Homeowners attempt to submit new evidence into the record by attaching a new engineer's report to their Request. Council specifically rejects "Jim Coleman's most recent report" dated December 20, 2021. This endeavor seems to be the Homeowners attempt at another bite at the apple. The Council finds it astonishing that the Homeowners, who previously allege reliance on reports outside the record, are attempting to insert this testimony following the close of the record. As such, the Council rejects such testimony as untimely and affirms the findings included in the Reasoned Decision.

## DECISION MEMORANDUM

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

The Council affirms the findings included in the Reasoned Decision.

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

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

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

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

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

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

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

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

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

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

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

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

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

## DECISION MEMORANDUM

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

### III. Alleged Subdivision Deficiencies §17.12.060

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

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

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

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

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

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

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

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

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

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

DECISION MEMORANDUM


**CONCLUSIONS OF THE CITY COUNCIL:**

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

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

Decision Memorandum approved by the City Council this 1<sup>st</sup> day of February 2022.

2/1/22  
Date

  
City Council President

\_\_\_\_\_  
Attest

## DECISION MEMORANDUM

### NOTICE OF RIGHTS:

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

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

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

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



**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: OCTOBER 4<sup>TH</sup>, 2022**

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**DATE: SEPTEMBER 27<sup>TH</sup>, 2022**  
**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**FROM: BILL MELVIN, CITY ENGINEER**  
**SUBJECT: MONGEAU MEADOWS SUBDIVISION CONSTRUCTION IMPROVEMENT AGREEMENT**

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

**DISCUSSION:** This Agreement reflects the construction phase of the Mongeau Meadows Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 17-lot subdivision, with the application for plat submitted by Wild Horse Investments, LLC.

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

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

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

**BUDGET CODE:** N/A

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

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

**CONSTRUCTION IMPROVEMENT AGREEMENT**

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Wild Horse Investments, LLC** (hereinafter the "Developer"), enter into this Agreement effective the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, respecting the development of **Mongeau Meadows**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

DEVELOPER

Michael Stegmann, President  
Wild Horse Investments, LLC  
14899 W. Stub Ave.  
Rathdrum, ID 83858

CITY

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE I

### GENERAL PROVISIONS

#### 1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER’S RELATION TO THE CITY

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

1.05 DEVELOPER’S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

#### 1.07 DISCLAIMER OF WARRANTY

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

#### 1.08 NON-DISCRIMINATION

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

#### 1.09 COST OF DOCUMENTS

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

#### 1.10 PUBLIC UTILITIES

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

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

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

#### 1.11 TIME IS OF THE ESSENCE

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

#### 1.12 ASSIGNMENTS

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

#### 1.13 DEFAULT – CITY’S REMEDIES

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

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

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default and the Developer fails to correct the failure within that time period.
4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.

B. Upon a declaration of default, and failure to cure under Section 1.13, the City may do any one or more of the following:

1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13,A.4.
2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

#### 1.14 NON-WAIVER

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

#### 1.15 INTERPRETATION

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

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

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

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

#### 1.16 EFFECT OF STANDARD SPECIFICATIONS

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

#### 1.17 AMENDMENT

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

#### 1.18 JURISDICTION – CHOICE OF LAW

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

#### 1.19 SEVERABILITY

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

#### 1.20 INTEGRATION

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



## 1.21 DEFINITIONS

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

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

## 1.22 APPROVALS AND CONSENTS

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

## 1.23 ATTORNEY FEES – MEET AND CONFER

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

## ARTICLE II

### IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

#### 2.01 RECORDING OF FINAL PLAT

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

## 2.02 PERFORMANCE GUARANTY

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

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

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

3. LETTER OF CREDIT - The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.

E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.

F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.
2. The expiration of the warranty period as provided in Section 3.08.

### 2.03 PREREQUISITES TO CONSTRUCTION

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

### 2.04 ENGINEER

A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.

B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

### 2.05 PLANS AND SPECIFICATIONS

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

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

## 2.06 QUALITY CONTROL PROGRAM

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

## 2.07 WORK SCHEDULE

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

## 2.08 MATERIALS

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

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

## 2.09 GENERAL STANDARDS OF WORKMANSHIP

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

## 2.10 PLACEMENT OF UTILITIES

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

## 2.11 WORK IN RIGHTS-OF-WAY

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

## 2.12 SURVEYOR

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

## 2.13 REQUIRED REPORTING

- A. Quality Control

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

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

## 2.14 PROGRESS PAYMENTS

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

## 2.15 OBSERVANCE

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

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

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

## 2.16 STOP WORK ORDERS

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

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

## 2.17 ACCESS

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

## 2.18 MAINTENANCE

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

## 2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

## 2.20 TIME

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

## ARTICLE III

### FINAL ACCEPTANCE OF IMPROVEMENTS



### 3.01 PREREQUISITES TO ACCEPTANCE

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

### 3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

### 3.03 CERTIFICATE OF COMPLIANCE

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

### 3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

### 3.06 INSPECTION

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

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

### 3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

### 3.08 DEVELOPER'S WARRANTY

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

### 3.09 WARRANTY GUARANTY

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

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

### 3.10 CITY'S REMEDIES UNDER WARRANTY

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

### 3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: \_\_\_\_\_  
Ronald Jacobson, Mayor

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

WITNESS:

\_\_\_\_\_  
Shannon Howard - City Clerk

\_\_\_\_\_  
Print Name:

- ATTACHMENT A: PROPERTY DESCRIPTION
- ATTACHMENT B: DESCRIPTION OF IMPROVEMENTS
- ATTACHMENT C: COST ESTIMATES
- ATTACHMENT C-1: DETAILED COST ESTIMATES
- ATTACHMENT D: EVIDENCE OF SURETY
  
- APPENDIX I: CONSTRUCTION PLANS AND SPECIFICATIONS
- APPENDIX II: CONSTRUCTION SCHEDULE
- APPENDIX III: PUBLIC WORKS INSPECTION SUMMARY
- APPENDIX IV: STREET LIGHT DESCRIPTION
- APPENDIX V: CALCULATION OF UTILITY FEES PRE-EXISTING RESIDENCE(S)
- APPENDIX VI: CITY WATER CAP & METER FEES
- APPENDIX VII: ENGINEER OF RECORD DECLARATION
- APPENDIX VIII: ENGINEERING CERTIFICATE OF COMPLIANCE
- APPENDIX IX: CERTIFICATION OF PAYMENT OF CONTRACTORS AND VENDORS
- APPENDIX X: CASH IN LIEU OF PLANTING TREES

**DEVELOPER ACKNOWLEDGMENT**

STATE OF IDAHO )  
 )  
:ss  
County of Kootenai )

On this \_\_\_ day of \_\_\_\_, 20\_\_\_, before me, a Notary for the state of Idaho, personally appeared \_\_\_\_\_, known, or identified to me to be the \_\_\_\_\_ of the \_\_\_\_\_ that executed this instrument, or the person who executed the instrument on behalf of said \_\_\_\_\_, and acknowledged to me that such \_\_\_\_\_ executed the same.

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

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

**CITY ACKNOWLEDGMENT**

STATE OF IDAHO )  
 )  
:ss  
County of Kootenai )

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

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

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

ATTACHMENT "A"  
PROPERTY DESCRIPTION  
FOR

**Mongeau Meadows**

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

ATTACHMENT "A"

LEGAL DESCRIPTION

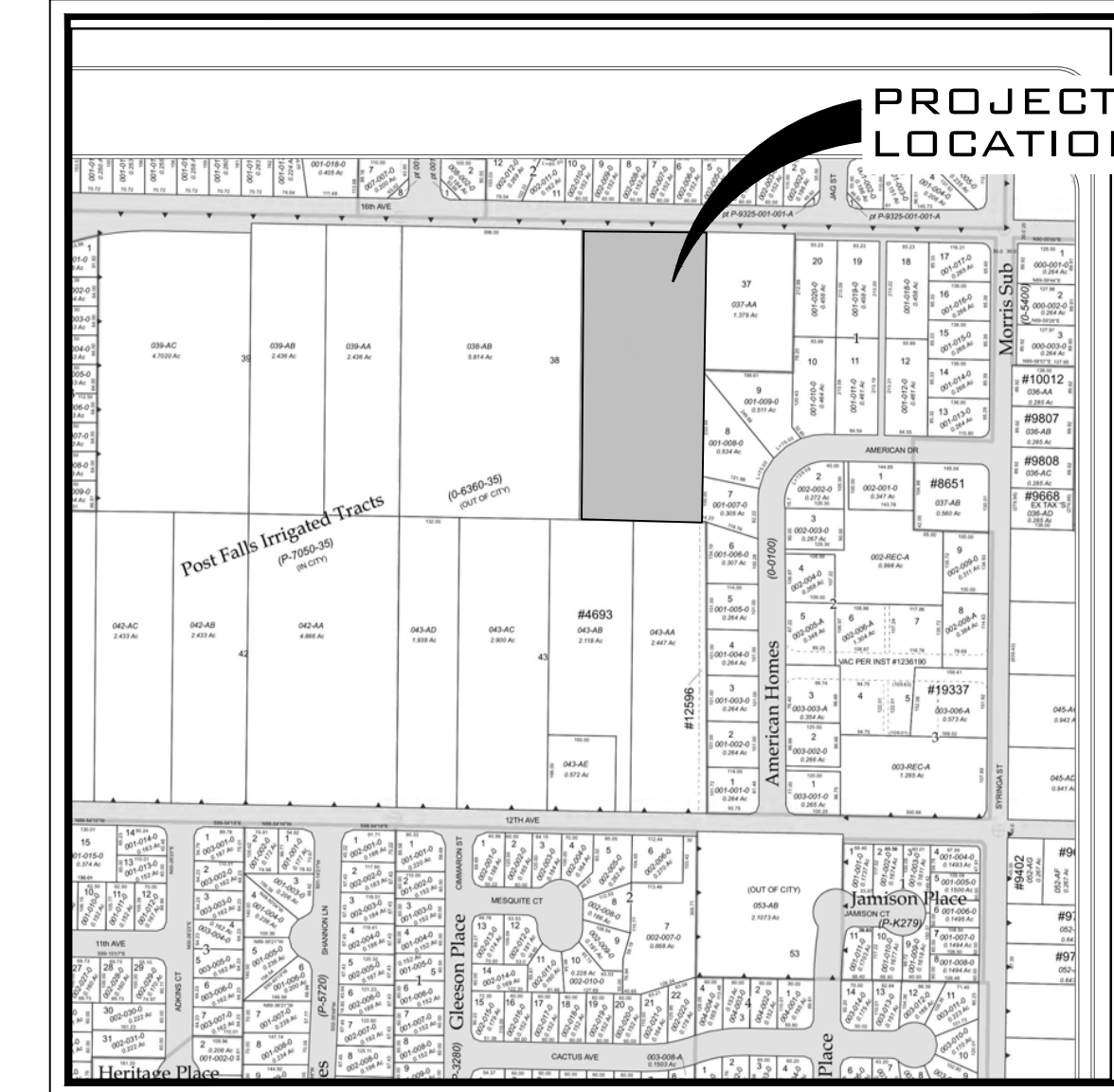
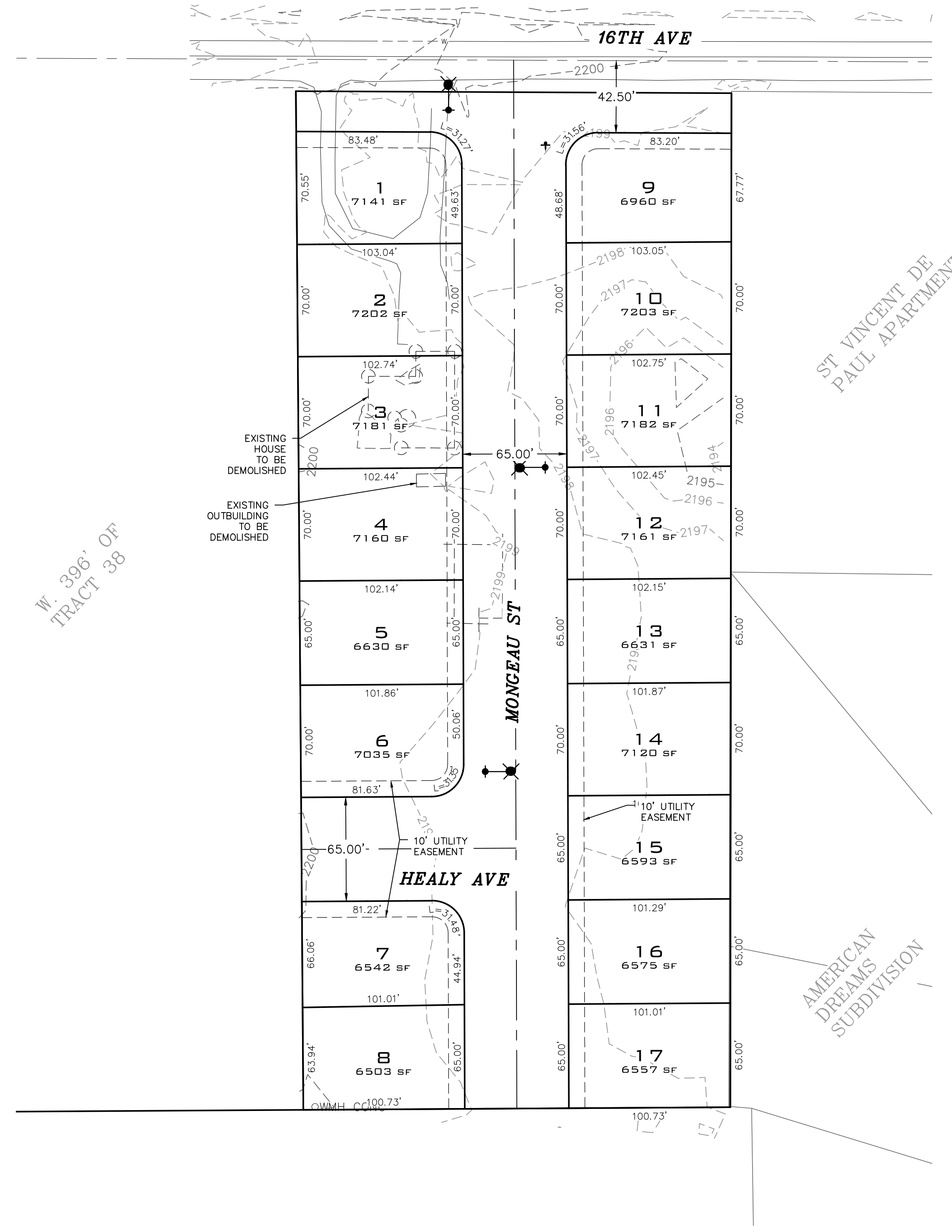
THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 396 FEET THEREOF.

SW 1/4, SECTION 35, T. 51 N., R. 5 W., B.M.

## MONGEAU MEADOWS PRELIMINARY SUBDIVISION PLAN

LOCATED IN THE SW 1/4 OF  
SEC 35, TOWNSHIP 51N, RANGE 05W, B.M.  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



VICINITY MAP

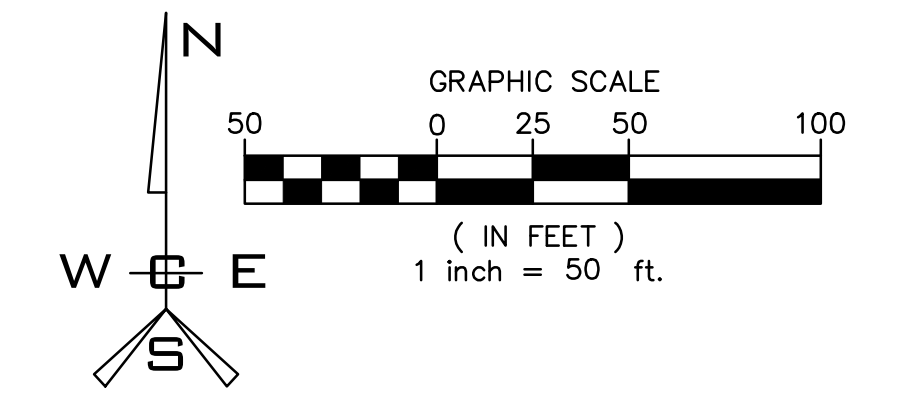
SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	0-6360-35-038-AA
EXISTING ZONING	COUNTY AG-SUBURBAN
PROPOSED ZONING	R-1
PROJECT AREA (ac)	3.91
NUMBER OF LOTS	17
MAXIMUM LOT AREA (SF)	7,203
MINIMUM LOT AREA (SF)	6,503
PROPERTY DENSITY (lots/ac)	4.3
AVERAGE LOT AREA (SF)	6,980
DOMESTIC WATER	CITY OF POST FALLS
SANITARY SEWER DISPOSAL	CITY OF POST FALLS
FIRE DEPARTMENT	KCFR
DATUM	NAVD 88
ELECTRIC PROVIDER	AVISTA
GAS PROVIDER	AVISTA
OTHER PURVEYORS	TO BE DETERMINED

**ENGINEERING (CONTACT)**  
THIS PRELIMINARY PLAT WAS  
PREPARED BY:  
WHIPPLE CONSULTING ENGINEERS  
21 S. PINES ROAD  
SPOKANE VALLEY, WA 99216  
PHONE: 509-893-2617  
CONTACT: RAY KIMBALL, PE/PLS

**OWNER**  
WILD HORSE INVESTMENTS, LLC  
14899 W. STUB AVE  
RATHDRUM, ID 83858  
MIKE STEGMANN

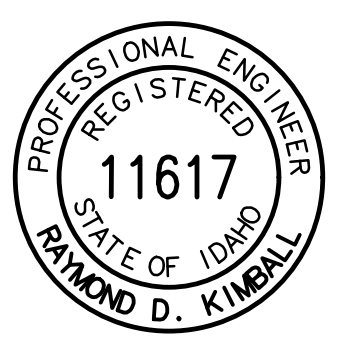
**LEGAL DESCRIPTION**

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
THE TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 76, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 396 FEET THEREOF.



City of Post Falls  
Approval

Approved By: \_\_\_\_\_  
City Engineer Date \_\_\_\_\_



- LEGEND**
- FOUND MONUMENT AS NOTED
  - ⊕ SECTION CORNER
  - ⊙ SECTION QUARTER CORNER

NO.	DATE	BY	REVISIONS

PREPARED BY WHIPPLE CONSULTING ENGINEERS 10/29/20  
RAY KIMBALL, P.E.

<b>SCALE:</b>	<b>PROJ #:</b> 21-3131
<b>HORIZONTAL:</b> 1"=50'	<b>DATE:</b> 12/28/21
<b>VERTICAL:</b>	<b>DRAWN:</b>
	<b>REVIEWED:</b> RDK

**WCE**  
WHIPPLE CONSULTING ENGINEERS  
2538 NORTH SULLIVAN ROAD  
SPOKANE VALLEY, WA 99216  
PH: 509-893-2617 FAX: 509-926-0227

**MONGEAU MEADOWS  
SUBDIVISION PLAN - PRELIMINARY PLAT**

**1274 E. 16TH AVE  
POST FALLS, ID**

**SHEET**  
1 OF 2

JOB NUMBER  
**21-3131**

NAVD - 88  
BENCHMARK:



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

**Wild Horse Investments, LLC**

FOR

**Mongeau Meadows**

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

ATTACHMENT "B"

ATTACHMENT "C"  
COST ESTIMATES  
FOR

**Mongeau Meadows**

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 586,009.45**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ -0-**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 12,600.00**
5. Total cost of improvements: **\$ 598,609.45**
6. Warranty amount: **\$ 44,895.71**

ATTACHMENT "C"

ATTACHMENT "C-1"  
DETAILED COST ESTIMATES  
FOR

**Mongeau Meadows**

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

**EXHIBIT A - Peck & Peck Bid Schedule**  
**Project - Mongeau**



Date: 9/1/2022

Item	Description	Quantity	Unit	Unit Price	Total Price
<b><u>Clearing &amp; Grubbing</u></b>					
1	Mobilization	1	LS	\$ 11,000.00	\$ 11,000.00
2	Strip Topsoil & Haul Off(Base on 18" Depth)	6495	TN	\$ 12.50	\$ 81,187.50
5	AC Sawcut	605	LF	\$ 5.00	\$ 3,025.00
6	Traffic Control	1	LS	\$ 8,000.00	\$ 8,000.00
<b><u>Excavation &amp; Grading</u></b>					
1	Structural Grading-Import to subgrade	4745	CY	\$ 15.50	\$ 73,547.50
2	Road Subgrade Prep	3810	SY	\$ 2.00	\$ 7,620.00
3	Inlet Protection	7	EA	\$ 75.00	\$ 525.00
<b><u>Sewer</u></b>					
1	8" PVC Sanitary Sewer	1342	LF	\$ 50.35	\$ 67,569.70
2	48" Manholes	5	EA	\$ 3,600.00	\$ 18,000.00
3	Sewer Services	17	EA	\$ 1,400.00	\$ 23,800.00
4	Sewer Connection and Core	1	LS	\$ 3,200.00	\$ 3,200.00
<b><u>Stormwater</u></b>					
1	Drainage Curb Cut	30	EA	\$ 200.00	\$ 6,000.00
2	Drywell Type A (Single)	7	EA	\$ 3,200.00	\$ 22,400.00
<b><u>Water</u></b>					
1	8" PVC Water Main	790	LF	\$ 48.00	\$ 37,920.00
2	8" Fittings	1	LS	\$ 4,510.00	\$ 4,510.00
3	1" Water Services	17	EA	\$ 1,530.00	\$ 26,010.00
4	Fire Hydrant Assemblies	2	EA	\$ 6,900.00	\$ 13,800.00
5	Blow Off	2	EA	\$ 1,755.00	\$ 3,510.00
6	Water Connection	1	EA	\$ 7,550.00	\$ 7,550.00
<b><u>Streets, Curbs, &amp; Gutter</u></b>					
1	Asphalt Roadway 2" AC Over 4" Base	2499	SY	\$ 18.80	\$ 46,981.20
2	Rolled Curb and Gutter	1364	LF	\$ 18.00	\$ 24,552.00
3	Standard Curb and Gutter	270	LF	\$ 21.00	\$ 5,670.00
4	Asphalt Roadway 3" AC Over 4" Base	1311	SY	\$ 23.55	\$ 30,874.05
<b><u>Sidewalks</u></b>					
1	4" Concrete Sidewalk Over 2" Base	7655	SF	\$ 5.50	\$ 42,102.50
2	Pedestrian Ramps	8	EA	\$ 1,700.00	\$ 13,600.00
<b><u>Dry Utilities</u></b>					
1	Dry Utilities Trenching (Ex, Bed, and Backfill Only)	1270	LF	\$ 6.50	\$ 8,255.00
<b><u>Signage, Striping, Mailboxes</u></b>					
1	Street and Stop Sign	2	EA	\$ 800.00	\$ 1,600.00
2	Type III Barricades	4	EA	\$ 850.00	\$ 3,400.00
3	Type II Barricades	2	EA	\$ 800.00	\$ 1,600.00
4	Concrete Mailbox Pad	1	EA	\$ 800.00	\$ 800.00

**Total of Bid Schedule**

**\$ 598,609.45**

ATTACHMENT "D"  
EVIDENCE OF SURETY  
FOR

**Mongeau Meadows**

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

ATTACHMENT "D"

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

**Wild Horse Investments, LLC**

FOR

**Mongeau Meadows**

CONSTRUCTION DRAWINGS

Plans Titled: **Mongeau Meadows**

Dated: **9/20/2022**

By: **Ray Kimball, PE – Whipple Consulting Engineers**

Sheets 1 through 11

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

**Wild Horse Investments, LLC**

FOR

**Mongeau Meadows**

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

# Peck & Peck

EXCAVATING, INC.



COMPLETE EXCAVATING SERVICES  
LICENSED & BONDED.  
3386 N. Highway 41 · Post Falls, ID 83854  
(208) 773-6559 · Fax (208) 773-3431

## Mongeau Meadows

<u>Week Of</u>	<u>Activity</u>
9/19	<i>Mobilize</i>
9/26	<i>Strip Site/Demo</i>
10/3	<i>Demo/Site Prep</i>
10/10	<i>Sewer</i>
10/17	<i>Water/Dry Utility Crossings</i>
10/24	<i>Subgrade</i>
10/31	<i>Curb Prep and Pour</i>
11/7	<i>AC Prep/Pave</i>
11/14	<i>Subgrade Walks</i>
11/21	<i>Pour Walks</i>
11/28	<i>Main Utilities</i>
12/5	<i>Site Clean up</i>



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

**Wild Horse Investments, LLC**

FOR

**Mongeau Meadows**

**ENGINEERING SERVICES FEE SUMMARY**

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

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

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

**Wild Horse Investments, LLC**

FOR

***STREET LIGHT CHARGES***

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

Street light utility provider: **Avista Utilities**

Street light type: **100 watt Equivalent LED**

**4** lights X 12 months X \$ **13.18** per month = \$ **632.64**

Street light type: \_\_\_\_\_

\_\_\_\_\_ lights X 12 months X \$ \_\_\_\_\_ per month = \$ \_\_\_\_\_

**TOTAL = \$ 632.64**

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

**Wild Horse Investments, LLC**

FOR

**Mongeau Meadows**

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

Sanitary sewer cap fee of \$ \_\_\_\_\_ to connect **existing structures** to City sanitary sewer.

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

**SEWER CAP FEES**

1 Wastewater Flow (5,000 Gallons)	\$5,983.00
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APPENDIX VI  
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT  
BETWEEN THE CITY OF POST FALLS AND

**Wild Horse Investments, LLC**

FOR

**Mongeau Meadows**

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

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

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

**Water Cap Fees**

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

**Meter Fees**

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

**ACCOUNT FEES**

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

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

**Wild Horse Investments, LLC**

FOR

**Mongeau Meadows**

**ENGINEER OF RECORD DECLARATION:**

The Engineer of Record for the project is established as:

ENGINEER NAME: **Ray Kimball, P.E.**  
ENGINEERING FIRM: **Whipple Consulting Engineers**  
ADDRESS: **21 S. Pines Rd**  
CITY: **Spokane Valley** STATE: **WA** ZIP: **99206**  
PHONE NO.: **(509) 893-2617**  
E-MAIL ADDRESS: **rkimball@whipplece.com**

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

**Wild Horse Investments, LLC**

FOR

**Mongeau Meadows**

**ENGINEERING OF RECORD CERTIFICATION:**

Certification Statement

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

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

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

**Wild Horse Investments, LLC**

FOR

**Mongeau Meadows**

**CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

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

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

**Wild Horse Investments, LLC**

FOR

**CASH IN LIEU OF PLANTING STREET TREES**

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

  **X**   The Developer agrees to cash out the obligated street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of **\$ 12,600.00**, and is based upon   **21**   trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.



**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: OCTOBER 4<sup>TH</sup>, 2022**

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**DATE: SEPTEMBER 27<sup>TH</sup>, 2022**  
**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**FROM: BILL MELVIN – CITY ENGINEER**  
**SUBJECT: PASTURE VIEW ESTATES SUBDIVISION PLAT APPLICATION**

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**ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature of the final plat for the Pasture View Estates Subdivision.**

**DISCUSSION: The Developer has provided surety for the remaining improvements.**

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

**APPROVED OR DIRECTION GIVEN: Under the Subdivision Ordinance the plat application is returned to Council, for authorization of the Mayor’s signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements.**

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

**BUDGET CODE: N/A**

**SUPPORTING DOCUMENTS: A copy of the plat application, surety, and engineer’s estimate are available in the Community Development Department for review.**

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 10/4/2022**

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**DATE:** 9/29/2022 10:42 AM

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Amber Blanchette

**SUBJECT:** Mongeau Meadows Annexation Development Agreement and Dedications File No. ANNX-0003-2022

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**ITEM AND RECOMMENDED ACTION:**

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

**DISCUSSION:**

The applicant requested to annex approximately 3.91 acres into the City of Post Falls with a zoning request of Single-Family Residential R1 zoning. This property is generally located on the south side of 16th Ave east of Quail Run Blvd. The Planning and Zoning Commission made a recommendation for the Single-Family Residential (R1) zoning district at their May 10, 2022 meeting. After City Council heard the staff report and received testimony they moved to approve the requested annexation and zoning on June, 21, 2022.

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

Yes

**APPROVED OR DIRECTION GIVEN:**

Approve

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

N/A

**BUDGET CODE:**

N/A

**GRANT OF EASEMENT**  
**Mongeau Meadows Annexation**  
**16<sup>th</sup> Ave.**  
**File No. ANNX-0003-2022**

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

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 10 FEET OF THE NORTH 35 FEET OF TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO;

EXCEPT THE WEST 396 FEET THEREOF.

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

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

In witness whereof, the Grantor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF POST FALLS

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

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

GRANTOR(S):

~~Wild Horse Investments, LLC~~

By   
Michael D. Stegmann, Manager

**ACKNOWLEDGEMENTS**

STATE OF IDAHO )  
 : ss  
County of Kootenai )

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

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

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

STATE OF IDAHO )

:SS

County of Kootenai )

On this 28 day of Sept., 2022, before me, a Notary for the State of ID., personally appeared **Mike Stegmann**, known, or identified to me to be the **Manager of Wild Horse Investments, LLC** whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Wild Horse Investments, LLC.

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

**CARRIE BERTRAND**  
Notary Public - State of Idaho  
Commission Number 20222321  
My Commission Expires 05-03-2028



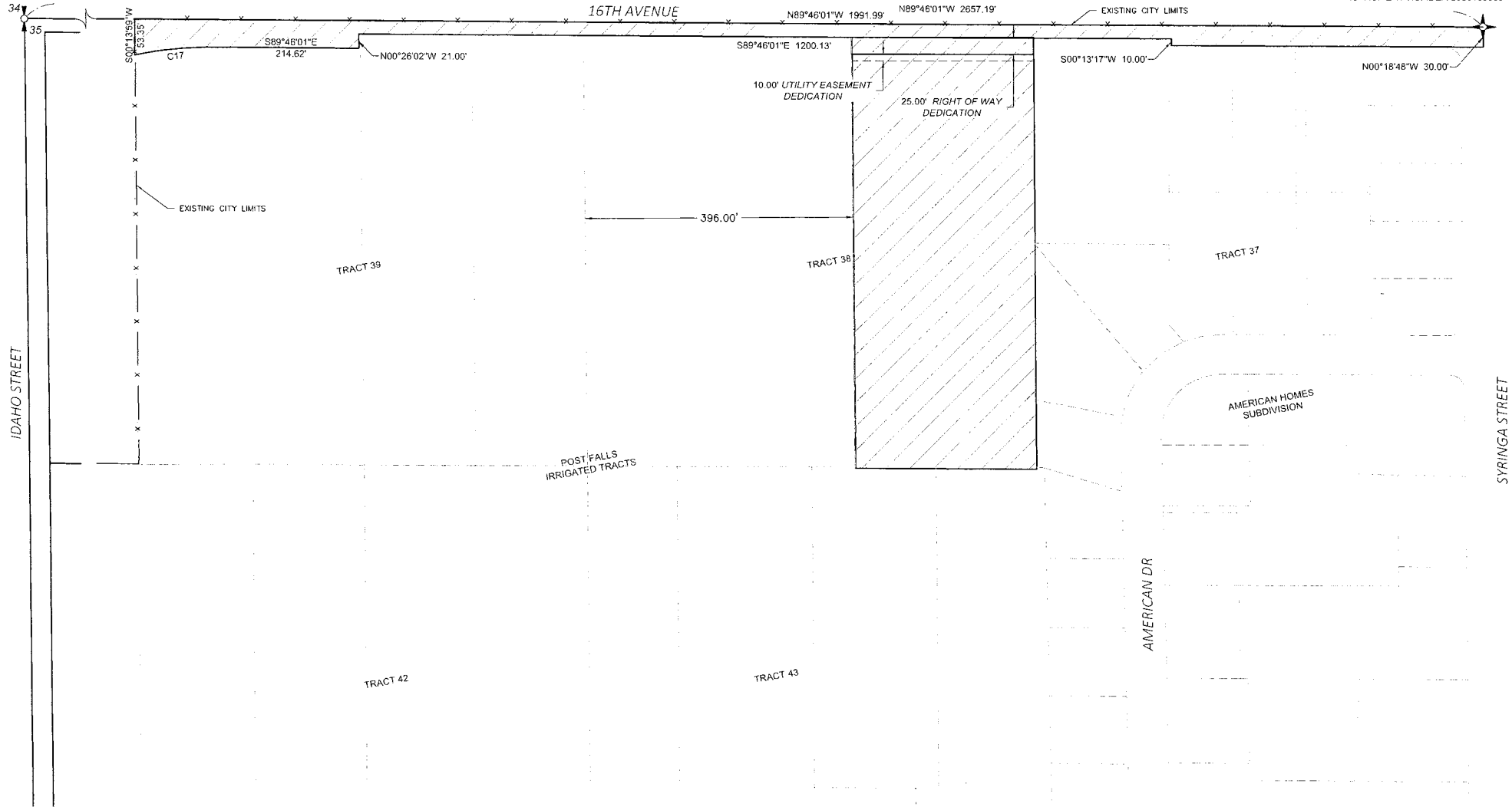
Notary Public for the State of ID  
Residing at: Coeur D'Alene  
Commission Expires: 5/23

# ANNEXATION EXHIBIT A






RIGHT OF WAY AND EASEMENT DEDICATION  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
 CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

WEST QUARTER CORNER  
 FOUND 2 INCH ALUMINUM CAP  
 MARKED "PLS 12318" PER CP&F  
 INSTRUMENT NUMBER 2558713000

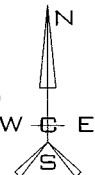
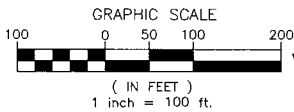
CENTER QUARTER CORNER  
 FOUND 2 INCH ALUMINUM CAP  
 MARKED "PLS 9367" PER CP&F  
 INSTRUMENT NUMBER 2056460000



## LEGEND

-  AREA TO BE ANNEXED
-  EXISTING CITY LIMITS
-  PROPERTY LINE
-  EASEMENT LINE
-  CENTERLINE

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C17	117.94'	561.00'	12°02'42"	S84°12'38"W	117.72'



**WCE**  
 WHIPPLE CONSULTING ENGINEERS  
 21 S. PINES ROAD  
 SPOKANE VALLEY, WA 99206  
 PH 509-893-2617 FAX 509-826-0227

PROJ #: 21-3131  
 DATE: 08/10/2022  
 DRAFTED BY: RK/WAL  
 REVIEWED BY: RK

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

**MONGEAU  
 MEADOWS**  
 ANNEXATION EXHIBIT

**SHEET  
 1 OF 1**

JOB NUMBER  
**21-3131**

# **DEVELOPMENT AND ANNEXATION AGREEMENT**

## **Mongeau Meadows Annexation**

**(File No. ANNX-0003-2022)**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Wild Horse Investments, LLC**, an Idaho Limited Liability Company, with its principal place of business at 921 S. Orchard Street, Suite G, Boise, ID 83705. **14899 W. Stub Ave., Rathdrum, ID 83858.**

WHEREAS, Wild Horse Investments, LLC, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

### ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. **Purpose:** Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. **Description of the Property:** The Property is generally located south of 16<sup>th</sup> Avenue between Brady Street and Syringa Street and is more particularly described in Exhibit “A”.

### ARTICLE II: STANDARDS

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

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

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws in the course of constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Owner agrees to use the Post Falls municipal water supply system as the domestic water supply 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. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic water supply capacity will be available at the time Owner requests connection



to the specified public systems. If water capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner may seek to obtain temporary water service from any lawful source, whether public or private, beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant to the City all water rights associated with the Property in order to assure that the City has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is 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 that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

#### ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
  - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along 16<sup>th</sup> 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 16<sup>th</sup> Avenue for a total half road right of way width of 42.5 feet measured from the Section Line.
- 4.2. No Impact Fee Credit for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

#### ARTICLE V. CONSIDERATION/FEES

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

agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

#### ARTICLE VI. MISCELLANEOUS

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

- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.15. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section 6.15.

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

**CITY OF POST FALLS**

By: \_\_\_\_\_

**Ronald G. Jacobson, Mayor**

**WILD HORSE INVESTMENTS**

By: 

**Michael D. Stegmann, Manager**

LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

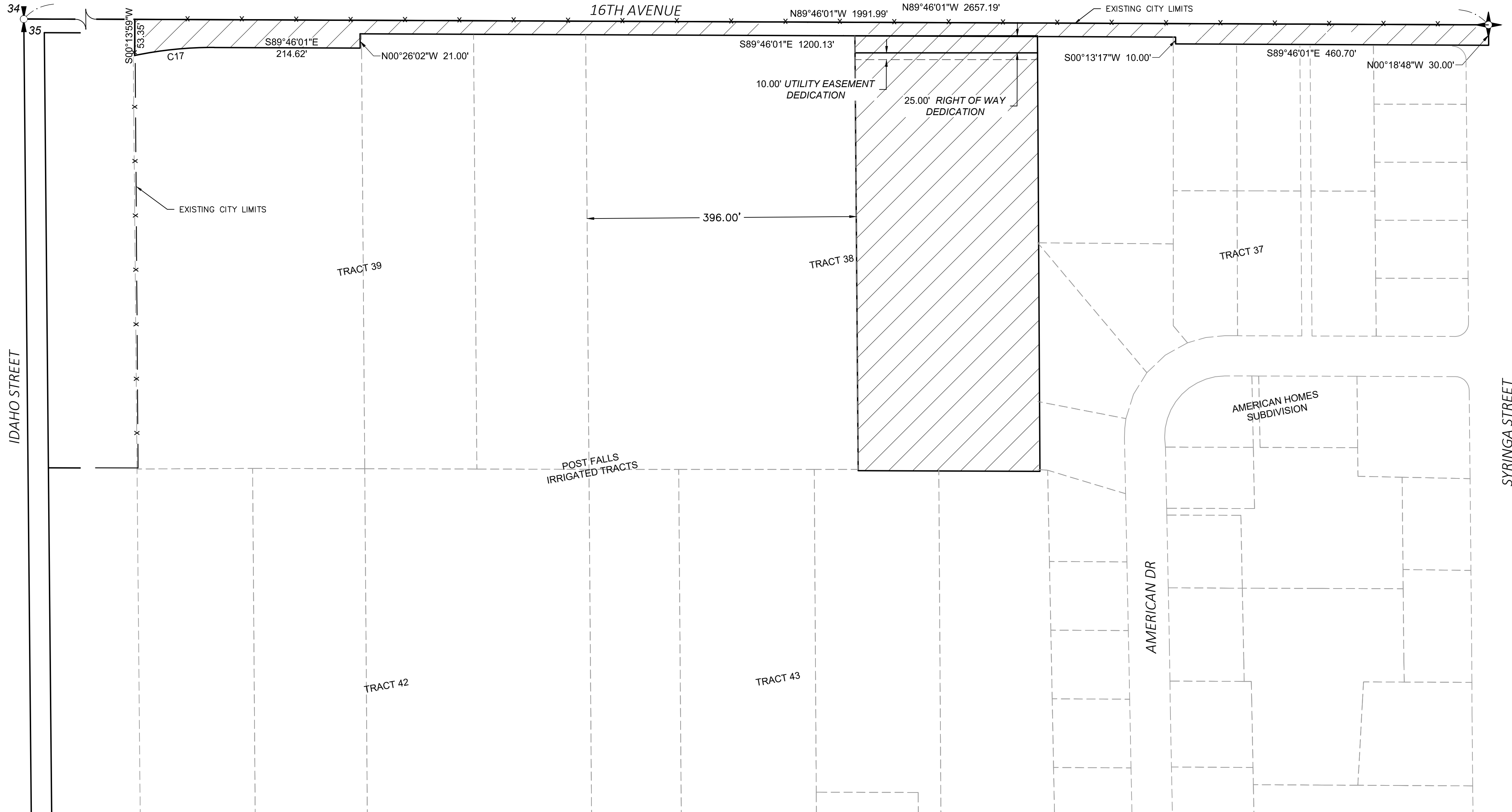
THE TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 396 FEET THEREOF.

# ANNEXATION EXHIBIT

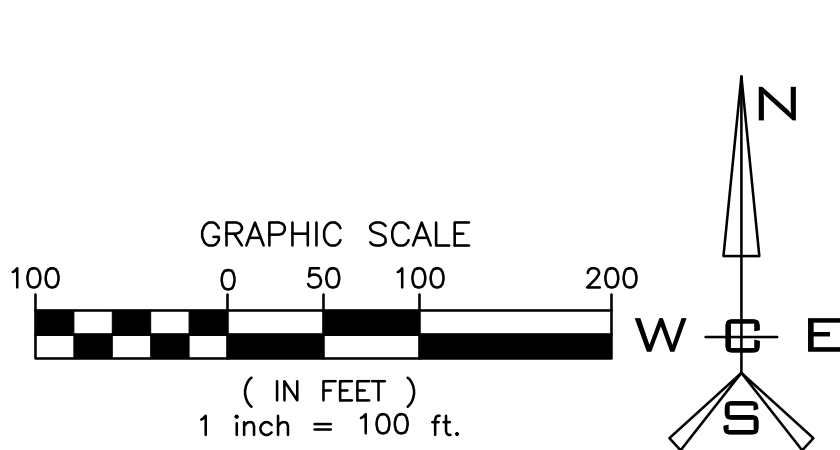
RIGHT OF WAY AND EASEMENT DEDICATION  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
 CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

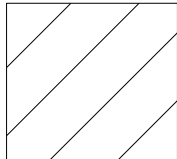
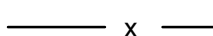



WEST QUARTER CORNER  
 FOUND 2 INCH ALUMINUM CAP  
 MARKED "PLS 12318" PER CP&F  
 INSTRUMENT NUMBER 2558713000

CENTER QUARTER CORNER  
 FOUND 2 INCH ALUMINUM CAP  
 MARKED "PLS 9367" PER CP&F  
 INSTRUMENT NUMBER 2056460000



## LEGEND



-  AREA TO BE ANNEXED
-  EXISTING CITY LIMITS
-  PROPERTY LINE
-  EASEMENT LINE
-  CENTERLINE

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C17	117.94'	561.00'	12°02'42"	S84°12'38"W	117.72'

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

PROJ #: 21-3131  
 DATE: 08/10/2022  
 DRAFTED BY: RK/WAL  
 REVIEWED BY: RK

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

**MONGEAU  
 MEADOWS**  
**ANNEXATION EXHIBIT**

**SHEET  
 1 OF 1**  
 JOB NUMBER  
**21-3131**

Attest:

Shannon Howard, City Clerk

**ACKNOWLEDGEMENTS**

STATE OF IDAHO )  
 : ss  
County of Kootenai )

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

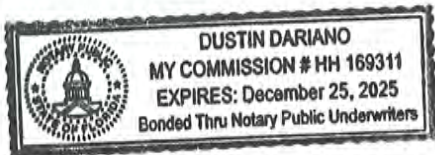
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF ~~IDAHO~~ <sup>FLORIDA DDD</sup> )  
 :ss  
County of ~~Kootenai~~ <sup>LEE DDD</sup> )

On this 23 day of March, 2022, before me, a Notary for the State of ~~Idaho~~ <sup>Florida DDD</sup>, personally appeared **Mike Stegmann**, known, or identified to me to be the **Manager of Wild Horse Investments, LLC** and the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Wild Horse Investments LLC.

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



DDD  
Notary Public for the State of ~~Idaho~~ <sup>Florida DDD</sup>  
Residing at: 2422 Palm Ridge B Sanibel FL  
Commission Expires: 12/25/25

**GRANT OF RIGHT-OF-WAY**  
**Mongeau Meadows Annexation**  
**16<sup>th</sup> Ave.**  
**File No. ANNX-0003-2022**

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

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35,  
TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY,  
IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 25 FEET OF TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS,  
ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80,  
RECORDS OF KOOTENAI COUNTY, IDAHO;  
EXCEPT THE WEST 396 FEET THEREOF

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

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

In witness whereof, the Grantor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF POST FALLS

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

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



GRANTOR(S):

Wild Horse Investments, LLC

By   
Michael D. Stegmann, Manager

**ACKNOWLEDGEMENTS**

STATE OF IDAHO )  
 ) : ss  
County of Kootenai )

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

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

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

STATE OF \_\_\_\_\_ )  
 :SS  
County of \_\_\_\_\_ )

On this 27 day of Sept, 2022, before me, a Notary for the State of Idaho, personally appeared **Mike Stegmann**, known, or identified to me to be the **Manager of Wild Horse Investments, LLC** whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Wild Horse Investments, LLC.

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

**CARRIE BERTRAND**  
Notary Public - State of Idaho  
Commission Number 20222321  
My Commission Expires 05-03-2028

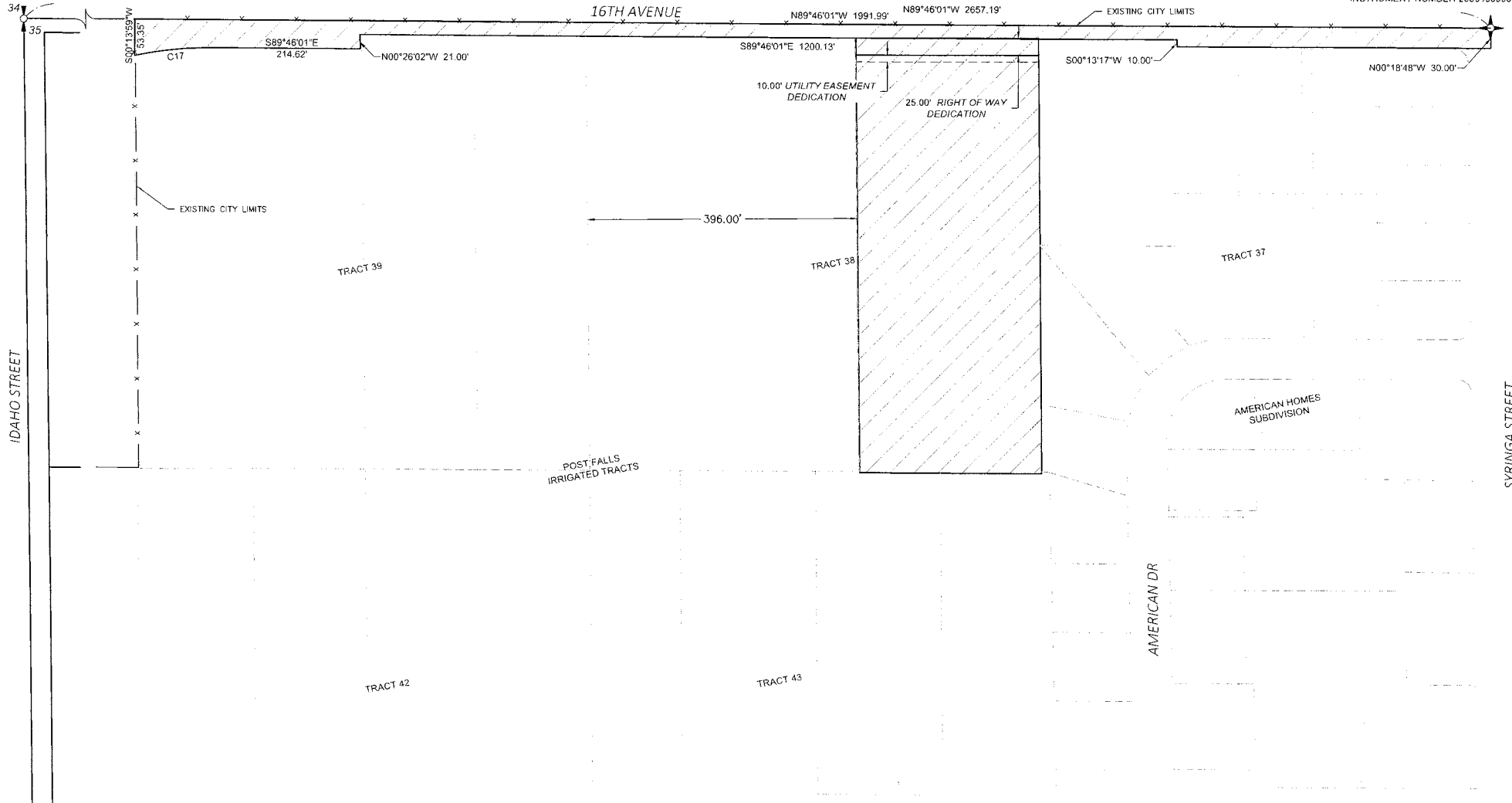
Carrie Bertrand  
Notary Public for the State of Coeur D'Alene  
Residing at: Coeur D'Alene Idaho  
Commission Expires: 5/23

# ANNEXATION EXHIBIT A






RIGHT OF WAY AND EASEMENT DEDICATION  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
 CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

WEST QUARTER CORNER  
 FOUND 2 INCH ALUMINUM CAP  
 MARKED "PLS 12318" PER CP&F  
 INSTRUMENT NUMBER 2558713000

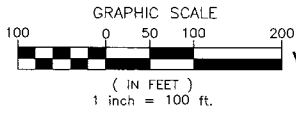
CENTER QUARTER CORNER  
 FOUND 2 INCH ALUMINUM CAP  
 MARKED "PLS 9367" PER CP&F  
 INSTRUMENT NUMBER 2056460000



## LEGEND

-  AREA TO BE ANNEXED
-  EXISTING CITY LIMITS
-  PROPERTY LINE
-  EASEMENT LINE
-  CENTERLINE

Curve #	Length	Radius	Delta	Bearing	Chord
C17	117.94'	561.00'	12°02'42"	S84°12'38"W	117.72'



**WCE**  
 WHIPPLE CONSULTING ENGINEERS  
 21 S. PINES ROAD  
 SPOKANE VALLEY, WA 99206  
 PH 509-693-2617 FAX 509-926-0227

PROJ #: 21-3131  
 DATE: 08/10/2022  
 DRAFTED BY: RK/WAL  
 REVIEWED BY: RK

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

**MONGEAU MEADOWS**  
**ANNEXATION EXHIBIT**

**SHEET 1 OF 1**  
 JOB NUMBER  
**21-3131**

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 10/4/2022**

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**DATE:** 9/29/2022 10:42 AM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Mongeau Meadows Master Development Agreement (MDA) File No. SUBD-0003-2022

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the MDA for the Mongeau Meadows Subdivision.

**DISCUSSION:**

The applicant requested to subdivide approximately 3.91 acres into 17 Single-Family Residential (R1) lots. This property is generally located on the south side of 16th Ave east of Quail Run Blvd. The Planning and Zoning Commission moved to approve the requested subdivision contingent on Council Approval of the Annexation after hearing the staff report and receiving testimony on May 10, 2022.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

Planning Approved

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

N/A

**BUDGET CODE:**

N/A

**MASTER DEVELOPMENT AGREEMENT  
FOR  
MONGEAU MEADOWS SUBDIVISION  
(File No. SUBD-0003-2022)**

**THE CITY OF POST FALLS**, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and *Wild Horse Investments, LLC, 14899 W Stub Ave., Rathdrum, ID 83858*; hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **3.91** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a **residential subdivision**, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Mongeau Meadows Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-4, File # SUBD-0003-2022, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit No.1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code §50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Mongeau Meadows Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **May 10, 2022** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Mongeau Meadows Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit No. 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision were prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City, and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The

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

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

**1. Property and Term.**

**1.1 Property Subject to this Agreement**

The Land is described as follows:

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

**1.2 Term**

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

**2. Project Regulations and Policies**

**2.1. Project Development**

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

**2.1.1. Existing Approvals**

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

### **2.1.2. Future Application**

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

### **2.1.3 Fees**

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

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

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

### **2.3 Hold Harmless**

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

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

### **3.1 Processing**

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

### **3.2 Permits**

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



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

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

##### **4.1 Notice**

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

**DEVELOPER**  
**Michael D. Stegmann**  
**Wild Horse Investments, LLC**  
**14899 W Stub Ave.**  
**Rathdrum, ID 83858**

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

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

##### **5.1 General Provisions**

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

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

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

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

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

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

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

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

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

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

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

**7.1 Mortgagee Protection**

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

**7.2 Mortgagee Not Obligated**

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

**7.3 Notice of Default to Mortgagee**

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

**8. Transfers and Assignments**

**8.1 Right to Assign**

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

## **8.2 Release Upon Transfer**

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

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

### **9.1**

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

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

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

## **10. General Provisions**

### **10.1 No Joint Venture or Partnership**

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

### **10.2 Severability**

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

### **10.3. Entire Agreement**

This Agreement is executed in one original and consists of **eighteen (18)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

**Exhibit 1: General Site Plan of Record (Exhibit A-4, File No. SUBD-0003-2022, Post Falls Community Development Department records)**

**Exhibit 2: Reasoned Decision, Mongeau Meadows Subdivision**

### **10.3 Completion of Performance**

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

### **10.5 Force Majeure**

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

### **10.6 Estoppel Certificate**

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

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

**10.7 Duty to Record**

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

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

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

---

**Ronald G Jacobson, Mayor**

---

**Shannon Howard, City Clerk**

**By: Owner**



---

**Michael D Stegmann, Wild Horse Investments, LLC**

**ACKNOWLEDGMENT**

STATE OF IDAHO )  
 :SS  
County of Kootenai )

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 :SS  
County of \_\_\_\_\_ )

On this 28 day of Sept, 2022, before me, a Notary for the State of Idaho personally appeared **Michael Stegmann, Manager of Wild Horse Investments, LLC**, known, or identified to me to be the company whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

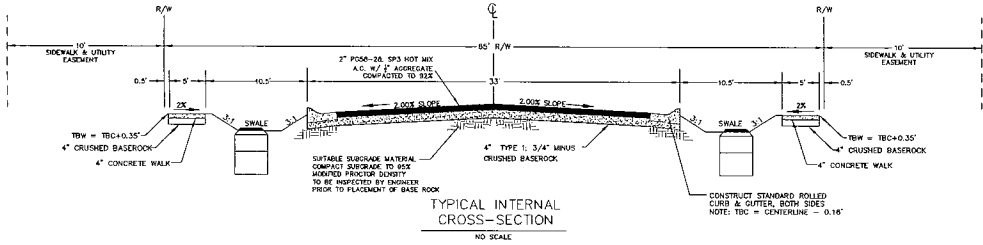
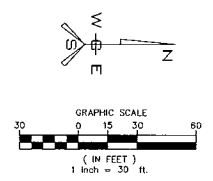
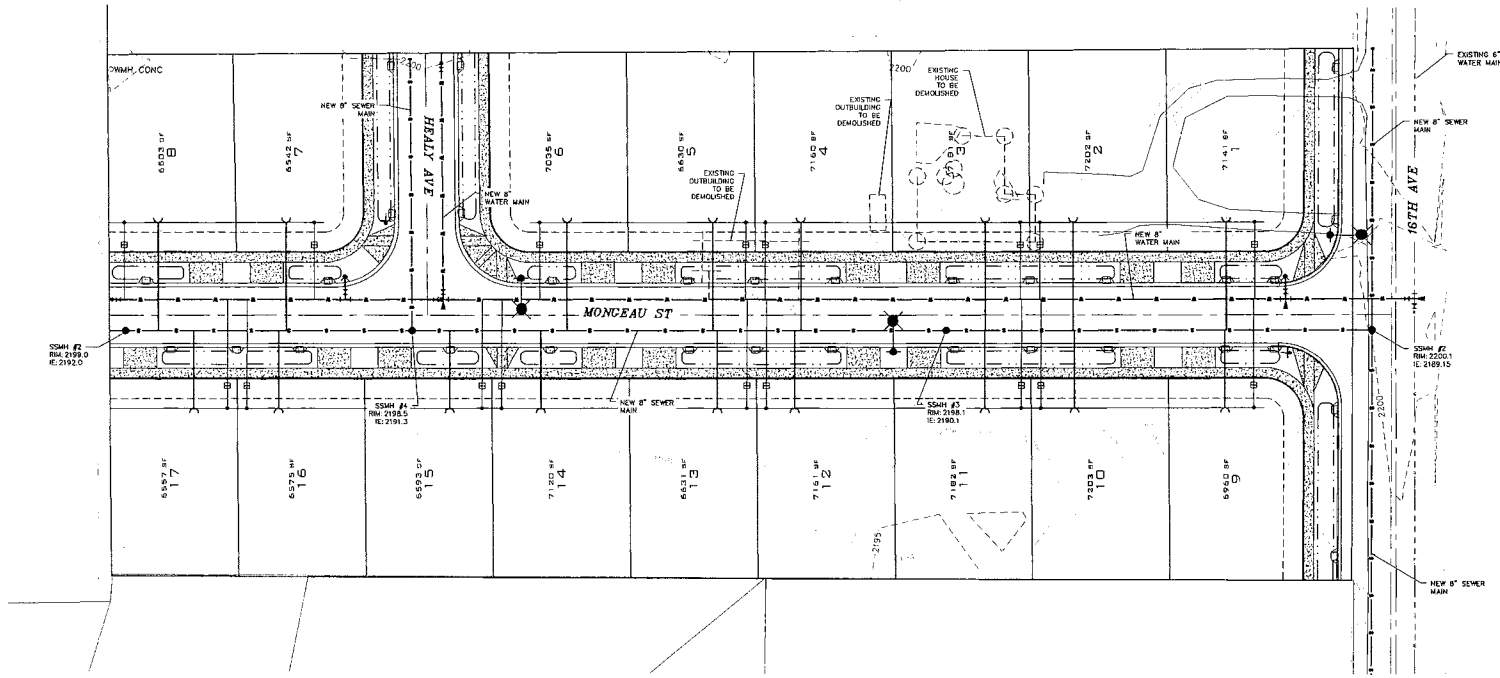


Carrie Bertrand  
Notary Public for the State of ID  
Residing at: Coeur d'Alene  
Commission Expires: 5/23

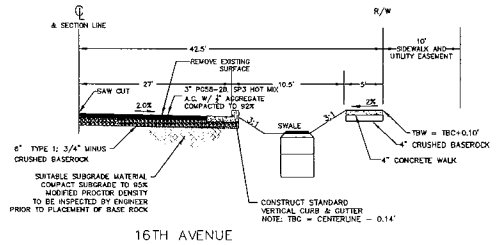
# Exhibit No. 1

SW 1/4, SECTION 35, T. 51 N., R. 5 W., B.M.

## MONGEAU MEADOWS PRELIMINARY SUBDIVISION PLAN LOCATED IN THE SW 1/4 OF SEC 35, TOWNSHIP 51N, RANGE 05W, B.M. CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



TYPICAL INTERNAL CROSS-SECTION  
NO SCALE



16TH AVENUE CROSS-SECTION  
NO SCALE

**ENGINEERING CONTACT**  
THIS PRELIMINARY PLAN WAS PREPARED BY:  
WHIPPLE CONSULTING ENGINEERS  
21 S. PINES ROAD  
SPOKANE VALLEY, WA 99216  
PHONE: 509-893-2617  
CONTACT: RAY KIMBALL, PE/PLS

**OWNER**  
WLD HORSE INVESTMENTS, LLC  
14893 W. STUB AVE  
RAITHURON, ID 83858  
MKE STECKMANN

- LEGEND**
- FOUND MONUMENT AS NOTED
  - ⊕ SECTION CORNER
  - ⊕ SECTION QUARTER CORNER

NO.	DATE	BY	REVISIONS

PREPARED BY WHIPPLE CONSULTING ENGINEERS 2/2/22  
RAY KIMBALL, P.E.

**SCALE:**  
HORIZONTAL: 1"=50'  
VERTICAL: 1"=10'

**PROJ #:** 21-3131  
**DATE:** 12/29/21  
**DRAWN:**  
**REVIEWED:** ROK

- CIVIL
- STRUCTURAL
- SURVEYING
- TRAFFIC
- PLANNING
- LANDSCAPE
- OTHER



**MONGEAU MEADOWS  
SUBDIVISION PLAN - PRELIMINARY PLAT  
1274 E. 16TH AVE  
POST FALLS, ID**

City of Post Falls  
**Approval**  
Approved By: \_\_\_\_\_  
City Engineer Date



**SHEET  
2 OF 2**  
JOB NUMBER  
21-3131





**Mongeau Meadows Subdivision  
File No. SUBD-0003-2022  
Planning and Zoning Commission  
Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: Whipple Consulting Engineers

LOCATION: Generally located on the south side of 16<sup>th</sup> Ave. east of Quail Run Blvd.

REQUEST: Subdividing approximately 3.91 acres into 17 single-family lots (Single-Family Residential (R-1)).

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plat
4. A-4 Preliminary Plan
5. A-9 Will Serve
6. A-10 Auth Letter
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 KCFR Comments
11. PA-2 PFPD Comments
12. PA-3 PFHD Comments
13. PA-4 DEQ Comments
14. PZ Staff Report
15. Testimony at the May 10, 2022, Planning and Zoning Commission ("Commission") hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the May 10, 2022, public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide approximately 3.91 acres into 17 lots, within the Single-Family Residential (R-1) zoning designation (SUBD-0003-2022). The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

**Ethan Porter, Associate Planner**

Mr. Porter presented the staff report to the Commission. He testified that the owner of the property is Wildhorse Investments, LLC represented by the Applicant, Whipple Consulting Engineers. He testified that the applicant is seeking to subdivide approximately 3.91 acres into 17 lots, within the Single-Family Residential (R-1) zoning, contingent upon City Council approving the annexation and zoning designation as requested.

Mr. Porter explained that the general location is south of 16<sup>th</sup> Ave. near Quail Run Blvd. He testified that the site is currently is large lot residential in the county with no significant topology or vegetation

and is above the Rathdrum Prairie aquifer. He stated that water and wastewater will be provided by the city of Post Falls.

Mr. Porter testified that most of the lands around this area are in the county, lands in the city to the north are zoned R-1, with more R-1 farther to the south. He testified that the request is for 17 lots proposed as Single-Family Residential R-1 lots meeting the requirements of city code.

Mr. Porter testified regarding the first review criteria, stating again that water will be provided by the city of Post Falls which has adequate quantity and quality to accommodate the subdivision. As to the second criteria, he stated that the city will provide wastewater service and has sufficient capacity for the proposed uses. As to the third review criteria, he explained that the proposed streets are consistent with the transportation element of the comprehensive plan. He testified that the subdivision should not have a negative impact on the local transportation system and direct access from residential lots onto 16<sup>th</sup> Ave. will be prohibited.

Mr. Porter testified regarding the fourth review criteria, stating that the site is located over the Rathdrum prairie aquifer and at this time there are no known soil or topographical conditions that have been identified as hazards. As to the fifth review criteria, he attested that the subdivision is contingent on the annexation and zoning approval from City Council and if approved, the proposed lots comply with the bulk and placement standards for the relevant zoning designations. Finally, as to the last review criteria, he testified that 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, city water and water reclamations facilities.

Mr. Porter testified that all agencies have been notified with Kootenai County Fire and Rescue reserves comments for the permitting process, the Post Falls Police Department remaining neutral. He noted that Post Falls Highway District requests the City to annex all right-of-way on 16<sup>th</sup> Ave. from Syringa St. to the west property line of parcel 0-6360-35-039-AC and the Department of Environmental Quality had general comments pertaining to the time of construction.

Mr. Porter, in response to a question from the Commission, stated that 16<sup>th</sup> Ave. can be accessed, and Healy will be a dead-end for future connectivity. He went on to state that the minimum square footage in R-1 is 6,500 square feet for the lot size.

#### **Ray Kimball, Whipple Consulting Engineers, Applicant**

Mr. Kimball testified that this is in the Central Island within the City of Post Falls and was a big focus area to encourage annexation and development. He explained that this area is hard to bring new development because there are already so many smaller parcels as you can see to the east, American Dr. Subdivision plus further east, E. Velora are all smaller lots, all of these are on septic. He illustrated that across 16<sup>th</sup> is a phase of Signing Hills, or Windsong which is a single-family subdivision much like the one being presented tonight. He testified that this is compatible with the street classification; 16<sup>th</sup> is a Major Collector with a local street being created to connect north and south and to the west.

Mr. Kimball testified that this proposal is about ½ mile away from commercial zoning, it is consistent with the Future Land Use Map as low density residential and meets many of the goals and policies found within the Comprehensive Plan. He explained that there are 17 lots with the smallest being 6503, lot 8 with an average lot size being 7,203 square feet. He noted that the existing house will be demolished. He illustrated that the property to the east is the St. Vincent DePaul Apartments and to the west is a large lot single family home with the smaller single-family homes to the southeast of the proposed project. He testified that the city has the ability and capacity to serve water and sewer to the property. He explained that the right-of-way will be dedicated for 16<sup>th</sup> Ave to City standards and provisions have been made to adequately provide connectivity to adjacent properties. He asserted that there are no known hazards or topographical conditions that are incompatible and it meets all

the requirements of the R-1 zoning.

**Public Testimony:**

The hearing was opened for public testimony.

**Dylan Oliver**

Mr. Oliver, not wishing to speak, gave brief written testimony in favor of the proposal.

**Michael Stegmann**

Mr. Stegmann, not wishing to speak, gave brief written testimony in favor of the proposal.

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

**C. SUBDIVISION REVIEW CRITERIA:** (Post Falls Municipal Code Title 17.12.060, Subsection H): No subdivision shall receive approval unless findings and conclusions are made that:

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

The Commission determines that water service to the project would be provided by the city of Post Falls and they have adequate capacity to provide service to the project as proposed.

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

The 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.

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

The Commission determines that: The subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system, 16<sup>th</sup> is a major collector. 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.

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

The Commission determines that, no testimony or evidence was presented that identified any soil or topographical conditions as presenting hazards and notes that DEQ will do their part further down the road.

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

The Commission determines that this subdivision request is conditioned upon the subsequent annexation and zoning by the City Council. If the area is zoned within the City of Post Falls as proposed with Single Family Residential (R-1) zone. The proposed use conforms will conform with the zoning and other requirements found in PFMC.

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

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

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

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-10 listed below, when imposed will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission on May 10, 2022, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. This subdivision may only be approved subject to annexation approval.
2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
  - The southern rights-of-way of 16<sup>th</sup> Avenue shall be based on the section line in 16<sup>th</sup> Avenue.
  - The southern curb location of 16<sup>th</sup> Avenue shall be based on the location of the existing northern curb line of 16<sup>th</sup> Ave. and the City's Standard Cross Section for Major Collector Roadways

8. Direct access from residential lots to 16<sup>th</sup> Avenue shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along 16<sup>th</sup> Avenue, including all landscaping, irrigation and removal of snow from sidewalks and trails.
10. The Existing homes that are identified for removal, shall include the removal of existing septic systems.

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

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

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

**SUBD-0003-2022:** Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Wellspring Addition Subdivision, SUBD-0001-2022, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein

Approved by the Planning and Zoning Commission on 6/14/2022

6/14/2022  
Date

[Signature]  
Chairman

[Signature]  
Attest

**NOTICE OF RIGHTS:**

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

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

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

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

**CITY OF POST FALLS  
AGENDA REPORT  
PUBLIC HEARING  
MEETING DATE: October 4, 2022**

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**DATE:** September 28, 2022  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jon Manley, Planning Manager  
[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov) / 208-457-3344  
**SUBJECT:** HARGRAVE-HATHAWAY ANNEXATION FILE NO. ANNX-22-8

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**ITEM AND RECOMMENDED ACTION:**

Kimberly and Brett Hargrave are requesting, on behalf of themselves and Will and Ute Hathaway, the property owner(s) of the parcels included approval to annex approximately 9.63 acres into the City of Post Falls with a zoning request of Residential Mixed (RM) 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 Residential Mixed (RM) zoning district by the Planning and Zoning Commission at their July 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 Residential Mixed (RM) zoning district at their July 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-5 Planning and Zoning Commission Staff Report
- Exhibit A-1 Application
- Exhibit A-2 Narrative
- Exhibit A-3 Legal and Map
- Exhibit A-4 Hargrave Auth Letter
- Exhibit A-5 Hathaway Auth Letter
- Exhibit A-6 Title Report
- Exhibit A-7 Open Space Narrative and Map
- Exhibit S-1 Vicinity Map
- Exhibit S-2 Zoning Map
- Exhibit S-3 Future Land Use map
- Exhibit S-4 Draft Annexation and Development Agreement
- Exhibit PA-1 PFPD Comments
- Exhibit PA-2 PFSD Comments
- Exhibit PA-3 KCFR Comments
- Exhibit PA-4 DEQ Comments
- Exhibit PC-1 Collett Comments
- Exhibit PC-2 Mort Comments
- Exhibit PC-3 Widman Comments
- Exhibit PC-4 O'Neil Comments
- Exhibit PC-5 JC O'Neil Comments
- Exhibit PC-6 D Collett Comments
- Exhibit PC-7 Armbruster Comments
- Exhibit PC-8 Williams Comments
- Exhibit PC-9 Alvarado Comments
- Exhibit PC-10 Schlenker Comments
- Exhibit PC-11 Reynolds Comments



Exhibit PC-12 Johnson Comments

- Exhibit S-6 Signed Development Agreement
- Exhibit S-7 Signed Minutes 7-25-2022
- Exhibit S-8 Signed Zoning Recommendation
- Exhibit PA-5 DEQ Comments
- Exhibit PA-6 YPL Comments
- Exhibit PA-7 PFHD Comments
- Exhibit PC-13 Forman Comments
- Exhibit PC-14 Bumgarner Comments
- Exhibit PC-15 Mitchell Comments
- Exhibit PC-16 Williams Comments
- Exhibit PC-17 Doman Comments
- Exhibit PC-18 Reynolds Comments
- Exhibit PC-19 Widman Comments
- Exhibit PC-20 Bockmann Comments
- Exhibit PC-21 Robinson Comments
- Exhibit PC-22 Alvarado Comments

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**CITY OF POST FALLS  
STAFF REPORT**

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**DATE:** July 22, 2022

**TO:** POST FALLS PLANNING AND ZONING COMMISSION

**FROM:** JON MANLEY, PLANNING MANAGER • [jmanley@postfallsidaho.org](mailto:jmanley@postfallsidaho.org) • 208-457-3344

**SUBJECT:** STAFF REPORT FOR THE JULY 25, 2022, P&Z COMMISSION MEETING  
HARGRAVE-HATHAWAY ANNEXATION FILE NO. ANNX-22-8

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**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.**

Kimberly and Brett Hargrave are requesting, on behalf of themselves and Will and Ute Hathaway, the property owner(s) of the parcels included approval to annex approximately 9.63 acres into the City of Post Falls with a zoning request of Residential Mixed (RM) 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:** Hargrave-Hathaway Annexation / File No. ANNX-22-8

**Owner(s):** Kimberly and Brett Hargrave, 57 Twin Oaks Ln., Tooele, UT, 84074

Will and Ute Hathaway, 1421 W. Poleline Ave., Post Falls, ID 83854

**Applicant:** Kimberly and Brett Hargrave, 57 Twin Oaks Ln., Tooele, UT, 84074

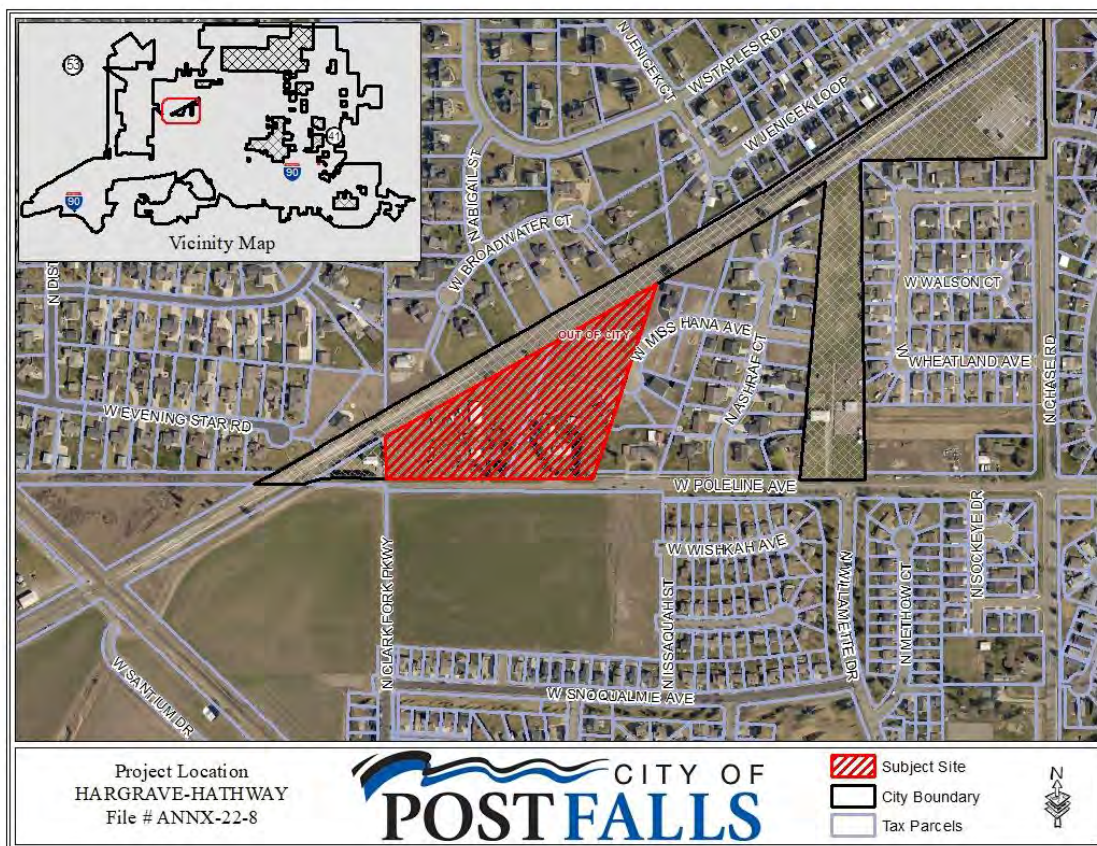
**Project Description:** Annex approximately 9.63 acres with the desired zoning designation of Residential Mixed (RM) for the purposed to create 77 townhome lots and 1 commercial lot.

**Project Location:** NE of the intersection of Clark Fork Parkway, north of Poleline Avenue and about .4 miles west of Chase Rd.

**AREA CONTEXT (proposed site hatched red below):**

**Surrounding Land Uses:** This site is separated by 100' of Railroad Rights-of-Way from the 1-acre R-1-S lots to the north. Adjacent to the east is the Berkshire Place (8-lots on 4 acres) Subdivision and an additional 1-acre lot fronting W. Poleline Avenue. To the west is a .54-acre single family residential lot in Kootenai County. South of Poleline Avenue is the developing Montrose Community with single-family homes.

**Area Context Vicinity Map:**



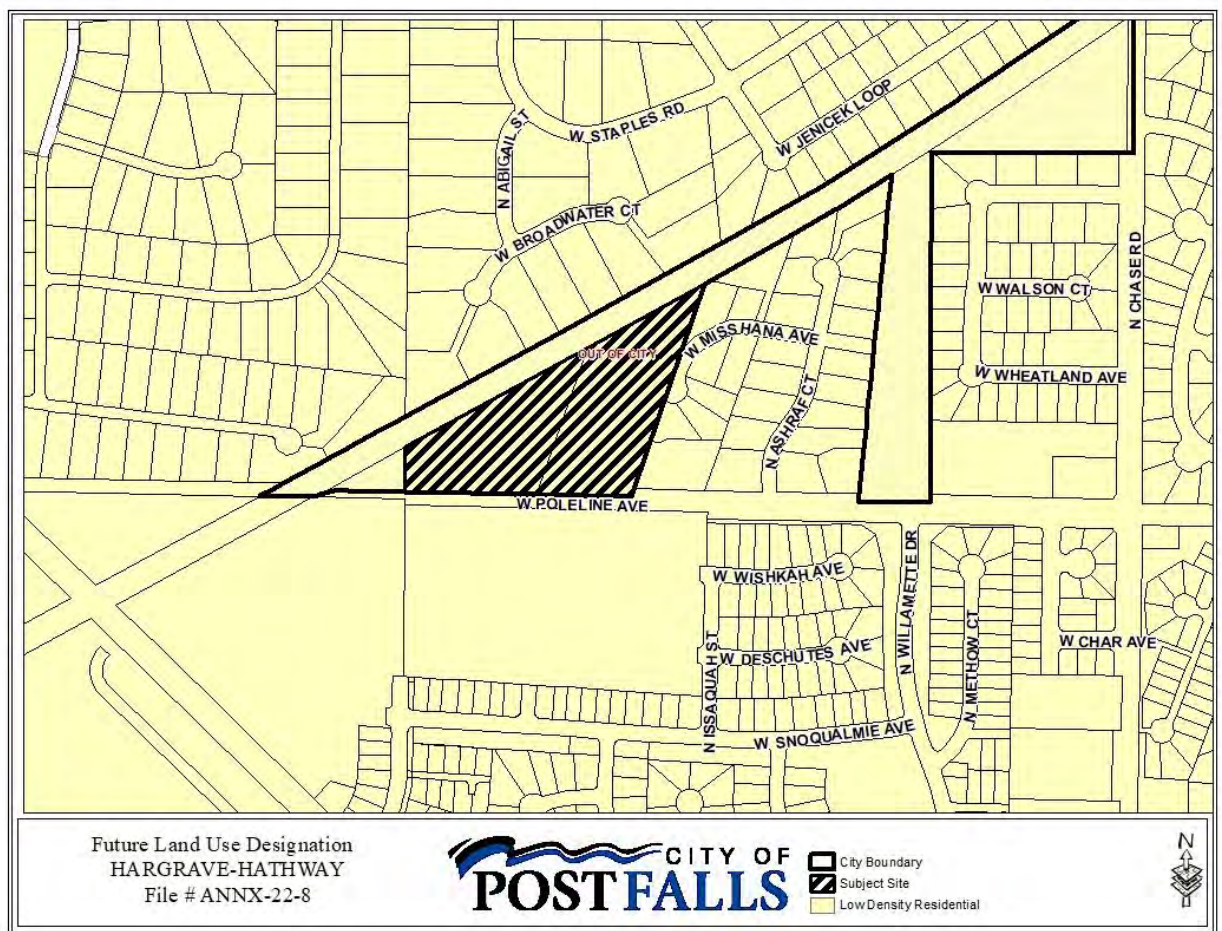
**EVALUATION OF ZONING APPROVAL CRITERIA:**

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

**ZONE CHANGE REVIEW CRITERIA**

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

The Future Land Use Map designated this property with the land use designation of **Low Density Residential** (See Following Below):



**Principal Uses & Character:** This category encompasses all types of single-family residential uses up to eight dwelling units per acre and also 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.

**Additional Uses:** Use patterns blending commercial and residential may be considered in areas as they develop, provided they are consistent with the Focus Area descriptor, feature higher

traffic volumes, and/ or are located and designed to function as a pedestrian-friendly focal point of the surrounding neighborhood. Such patterns should feature an interconnected street system allowing easy, all-modes access to adjoining neighborhoods.

**Implementing Zoning Districts:** R-1-S, R-1, R-2, **RM**, SC3, Per Focus Area

The Central Prairie Focus Area states the following:

Development trends in the Central Prairie area have been focused on addressing single-family housing needs. But with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities. Prairie Avenue's role as a major east/west connecting corridor may spur interest in commercial use development.

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

- Focus multi-family along Prairie Avenue;
- Focus commercial development along Prairie Avenue and near identified commercial nodes;
- **Support provisions for a variety of housing types and densities;**
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day. The roadway classification is able to support in excess of 4,000 vehicles per day. 2035 project traffic volumes are for 3,000 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. The RM zone requires 7% Open Space. The applicant has submitted a conceptual plan in how this will achieve per Exhibit A-7. An interconnected trail system is identified in this plan.

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

Areas that are outside the City, generally attain urban improvements through annexation and at the time of the development.

**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.

- Maintain and enhance resident quality of life;

Staff Comment: Diversified housing options assists with providing quality housing for different sectors of the community. Assisting in meeting housing needs for all income levels assists enhancing resident quality of life as a 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 may not be incompatible with the surrounding uses as they are all primarily residential in nature. This site is separated by 100' of Railroad Rights-of-Way from the 1-acre R-1-S lots to the north. Adjacent to the east is the Berkshire Place (8-lots on 4 acres) Subdivision and an additional 1-acre lot fronting W. Poleline Avenue. To the west is a .54-acre single family residential lot in Kootenai County. An open space plan is submitted per Exhibit A-7.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer to serve the site is located at the eastern boundary line of the property in Miss Hana Ave. 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 Poleline Avenue, a classified Minor Arterial 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 10-foot sidewalk, drainage, and utility easement. The half road right-of-way (55') would be measured from the existing Section line in Poleline Avenue.

UPRR: The Union Pacific Railroad rights-of-way lying adjacent the subject properties northerly / northwesterly boundary should be included into the annexation boundary.

Future traffic patterns to/from this site are benefitted with the proximity to Poleline Avenue.

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

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

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

Staff Comment: The proposal is for single family infill that is consistent with the implementing zone per the associated Future Land Use designation “Low Density Residential”. The RM zone also assigns a max height of 35’ for this proposal which is no different than the R-1 and R-1-S properties in the vicinity.

**Policy 9:** Encourage annexation of County “islands” within the City, with priority given to areas:

- Surrounded by incorporated areas;
- That have readily available service infrastructure and capacity;
- That support increased development intensity near the urban core.

Staff Comment: This proposal would be considered infill and is readily serviceable. The proposed development would be consistent with associated Future Land Use designation “Low Density Residential”.

**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 19:** Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space

Staff Comment: Refer to Exhibit A-7 and S-4.

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

Staff Comment: Main reason for prioritization for infill annexation is to attain the gaps in walkability, public health and safety, and transportation. With development roads are widened to meet current standards with pedestrian improvements. It a way for growth to pay for growth. Besides improving the adjacent right-of-way. Impact Fees are paid to mitigate the impacts system wide.

**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 known environmental studies have been conducted, however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.
- Timing that supports orderly development and/or coordinated extension of public services;  
Staff Comment: Improvements to Poleline Avenue are made with adjoining development. Poleline Avenue currently has capacity to handle adjacent development. Extension of Miss Hana Ave to Poleline Ave. would remove an existing cul-de-sac, improving traffic circulation and an additional emergency response.
- 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 Poleline Avenue, which provides connection to other higher capacity roadways of Chase Rd. (to the east) and Clark Fork Parkway (to the south). Long range master planning anticipates the extension of Poleline Ave. westerly to McGuire Rd. and the extension of Clark Fork Parkway to Seltice Way (1 mile to the south).

Minor Arterials are designed to accommodate traffic volumes of 6,000 - 15,000 vehicles per day. Poleline Avenue is estimated to have 2025 volumes of 1,700 vehicles per day and 2035 volumes of 3,000 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 eastern boundary in Miss Hana Avenue. 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 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 is Low Density Residential with the proposed project of 77 units @ 7.9 d.u./acre.

**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: this request is for Residential Mixed RM zoning with a potential for a commercial use to front Poleline Ave. (Minor Arterial)

**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 RM zoning.

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

**ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:**

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedications of Rights of Way and easements
  - a. Poleline Avenue (Minor Arterial) dedication to a 110-foot full road right-of-way, half road rights-of-way being measured from the existing section line in Poleline Avenue. Including 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. Union Pacific Railways – The full existing rights-of-way along the northerly / westerly 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. Should the Commission need additional information or

wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

#### **ATTACHMENTS:**

##### **Applicant Exhibits:**

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Legal and Map
Exhibit A-4	Hargrave Auth Letter
Exhibit A-5	Hathaway Auth Letter
Exhibit A-6	Title Report
Exhibit A-7	Open Space Narrative and Map

##### **Staff Exhibits:**

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map
Exhibit S-4	Draft Annexation and Development Agreement

##### **Testimony:**

Exhibit PA-1	PFPD Comments
Exhibit PA-2	PFSD Comments
Exhibit PA-3	KCFR Comments
Exhibit PA-4	DEQ Comments
Exhibit PC-1	Collett Comments
Exhibit PC-2	Mort Comments
Exhibit PC-3	Widman Comments
Exhibit PC-4	O'Neil Comments
Exhibit PC-5	JC O'Neil Comments
Exhibit PC-6	D Collett Comments
Exhibit PC-7	Armbruster Comments
Exhibit PC-8	Williams Comments
Exhibit PC-9	Alvarado Comments
Exhibit PC-10	Schlenker Comments
Exhibit PC-11	Reynolds Comments
Exhibit PC-12	Johnson Comments

Annexation · 124 – MICA STATION



Expiration Date

Active



# ANNX-22-8



## Details

Submitted on May 3, 2022 at 12:07 pm



## Attachments

11 files



## Activity Feed

Latest activity on Jun 23, 2022



## Applicant

Kimberly Hargrave



## Location

Point Location: 47.7312, -116.9669

## Timeline

Add New ▾

### Fee Payment

Paid May 3, 2022 at 7:55 pm



### Completeness Review

Completed May 24, 2022 at 9:33 am

May 16



### GIS Review

Completed May 24, 2022 at 11:05 am



May 10



### Polygon Creation

Completed May 31, 2022 at 8:39 am

May 30



### Maps Created

Completed Jun 7, 2022 at 3:58 pm



### Draft Development Annexation Agreement

In Progress



### Planning Development Review

Jun 14



Exhibit A-1

In Progress



**Staff Report**

In Progress



**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



**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



**Council Memo**

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

33

Designated Project Name

**Application Information**

Did an Annexation Pre-app take place? \*

Yes

Applicant Type \*

Owner

Description of Project/Reason for Request \*

up to 80 unit townhouse development with a commercial aspect

Existing Zoning \*

county ag

Adjacent Zoning \*

R1

Current Land Use \*

single family home

Adjacent Land Use \*

single family home

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## 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. \*

✔ Kimberly Hargrave

Apr 21, 2022

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# PROJECT NARRATIVE

## FOR

### Mica Station Annexation and Subdivision

Kyle Cotten Consulting has been retained by Brett and Kimberly Hargrave and by Will and Ute Hathaway to represent their interests in a request for annexation and subsequent development of 1349 & 1421 W POLELINE AVENUE POST FALLS, IDAHO 83854 into the “Mica Station” subdivision. The parties are seeking approval for of the annexation of the two properties, which are surrounded on all sides by the City of Post Falls, Idaho and are located within the area of impact for City of Post Falls. There are future street and infrastructure connectors planned by the neighboring projects within City limits that will align with the Mica Station access roads and utility corridors.

#### *Legal Description and Location of Property*

The land for development currently consists of two parcels described as LOTS 1 & 2, BLOCK 1, MICA ACRES, according to the plat recorded in Book “F” of Plats, Page 60, records of Kootenai County, Idaho. The lots have existing Kootenai County parcel numbers as follows:

- 0-5320-001-001-0/117946
- 0-5320-001-002-0/135076

The total acreage of the existing parcels are 4.327 acres and 5.303 acres for a combined 9.63 acres.

#### *Project Overview*

The existing two parcels each have an existing home on them and are zoned Kootenai County AG-Suburban. It is surrounded on 3 sides by existing Post Falls subdivisions that are zoned R-1 Residential and on the last side the existing zoning is R-1-S. The Proposed Uses are Right of Way dedication, roads, paths, structures and underground infrastructure.

The owners are pursuing annexation of the properties with a Residential Mixed (RM) zoning classification to take advantage of an opportunity for neighborhood commercial/office use and High-Density Multi-Family Residential (R3) style development. Upon annexation the Hathaway’s will transact their portion of the property and the project will be subdivided and developed by Brett and Kimberly Hargrave. The Hargrave’s will model this intended subdivision after other successful infill development projects in the Post Falls and Coeur d’Alene area. The proposed residential lots will feature lots sizes between 2,000 and 3,000 square feet primarily in zero lot-line townhouse configurations. The lot acreage appears to support an approximate 80 lot subdivision The existing residential driveways will be abandoned in favor of a new primary access to the property from Poleline Avenue that is aligned with North Clackamas Street and a secondary access through a continuation of West Miss Hana Avenue. Access to lots that are not served by these public street connectors will be created by building local roads with cul-de-sac or hammerhead turnarounds for emergency services.

This parcel of land has a stubbed out residential street on the east side and is platted for an extension of the West Miss Hana Avenue. Water, sewer and electrical power are available in several locations

adjacent to the subject property with sewer representing the most important connection. A 5-ft sidewalk and roadside swale have been constructed to the east of the property on the Poleline Avenue frontage and the proposed project will continue the walk and drainage improvements along Poleline Avenue for the length of the property. The sum of these details indicates this property is an ideal annexation and that no burden will be placed on the city to provide services or to provide for vehicle or pedestrian access.

The proposed subdivision conforms to the intended zoning, supplies important commercial space opportunities and housing in a high demand market and makes connections to all purveyor services available indicating this project has all the merits necessary for approval for annexation and subdivision.

### *Alignment with Comp Plan*

The Hargraves are committed to the long-term success of this project and they have thoroughly vetted development ideas for the properties against the goals and policies contained in the City of Post falls Comprehensive Plan (Comp Plan). The Comp Plan guidance was instrumental in the concepting work for the project and is largely responsible for the addition of neighborhood commercial space in with the residential use, pedestrian connectivity and transportation circulation offered by the proposed project.

The following descriptions include some of the specific goals and policies that the Mica Station subdivision will deliver.

#### LAND USE

The Mica Station Subdivision promotes compatible, well-designed development, complementing surrounding developments by offering smaller footprint single family homes that align with the neighborhood character and configuration. This mixed format housing reinforces the stated need for a blend of housing types found in existing City master plans. The subject property represents an “island” annexation where it is surrounded by incorporated areas with readily available service infrastructure and capacity. The subdivision supports the forward planning for the Poleline Avenue corridor by granting the right of way needed for the intended future improvements for the Diamond Railroad Crossing intersection. Providing for annexation now will also help prevent adverse consequences for the future where a different property owner may resist annexation and incorporation thereby creating a permanent “island” along an important regional transportation network.

In addition to the infrastructure improvements proposed by the subdivision there are beautification components comprised of green space reservations along the transportation corridor, the planting of street trees and the establishment of use buffers that will enhance community value.

#### HOUSING

The proposed subdivision replaces two units of older single family housing stock into many smaller footprint single family housing opportunities. Housing in the proposed subdivision will be street facing with both public and private roadway frontage. The subdivision main road will be local street classification with narrow lanes and offset sidewalk such that a landscape buffer separated pedestrian facilities from the travel surface. The streets have 90-degree approach angles and are optimized for safety, traffic calming and aesthetic appeal, including sidewalks, landscaping and lighting.

Home construction will be of regionally similar materials that will match the character of existing homes that adjoin subject property. The boundary of this property will be totally fenced utilizing vinyl fencing that will conform to adjoining properties. A 5-foot sidewalk will be continued from the east property line to the west property line along Poleline Avenue. This will provide access for subdivision housing to tie in to adjoining subdivisions to the east, south and west sides.

#### TRANSPORTATION

The Mica Station subdivision incorporates street designs that are consistent with the adopted guidelines and standards. A ROW dedication is provided for Poleline Avenue corridor expansion and the interior road, Miss Hana Avenue matches the section of the existing road at the intersection point. The project consolidates two local driveways into a single public street approach out onto Poleline Avenue and provides all the streetscape stormwater and green space upgrades appurtenant to new City Streets. This is in line with the City goal to establish safe and efficient movement of people, goods and services. In addition, the improvements to the access for pedestrians by way of internal and street frontage sidewalk will support the non-motorized and recreational needs that comprise livable neighborhoods.

The annexation will help implement Post Falls' transportation plan by enabling completion of circulatory patterns for Miss Hana Avenue and the pedestrian paths and ways. The consolidation of private driveways into a public access protects the important transportation corridor from encroachment and preserve adequate ROW for future corridors including utility facilities. All sidewalks and paths will observe compliance the accessibility requirements in accordance with Americans with Disability Act (ADA).

#### PUBLIC SERVICES

Similar to the transportation improvements, the subdivision construction will provide utility system continuity and completes important connections for dry utilities and the water system managed by East Greenacres Irrigation District. The result of the project will be services that are high quality, effective, and affordable.

A subdivision homeowners' associations will serve to protect and maintain common neighborhood trails, open space areas, and adjacent landscaping along particularly the public rights-of-way adjacent to Poleline Avenue.

#### *Preliminary Development Schedule*

There will be one continuous phase of development upon annexation and subdivision approval. It is anticipated that the site improvement and site infrastructure work will begin with pipe infrastructure improvements in the fall of 2022 and that finish grade surfaces and hard scaping will be completed as soon as material suppliers begin production and as weather permits in the spring of 2023.

#### *Technical Merit*

The proposed annexation and subsequent subdivision will provide valuable housing and commercial use opportunities in alignment with the Comp Plan and diverse utility master plans. The improvements to transportation connectivity, dry and wet utilities, right-of-way dedication and the pedestrian access improvements all indicate this project will be a benefit to Post Falls and particularly to the West/Central Prairie zones of the City.

[Enclosure.]

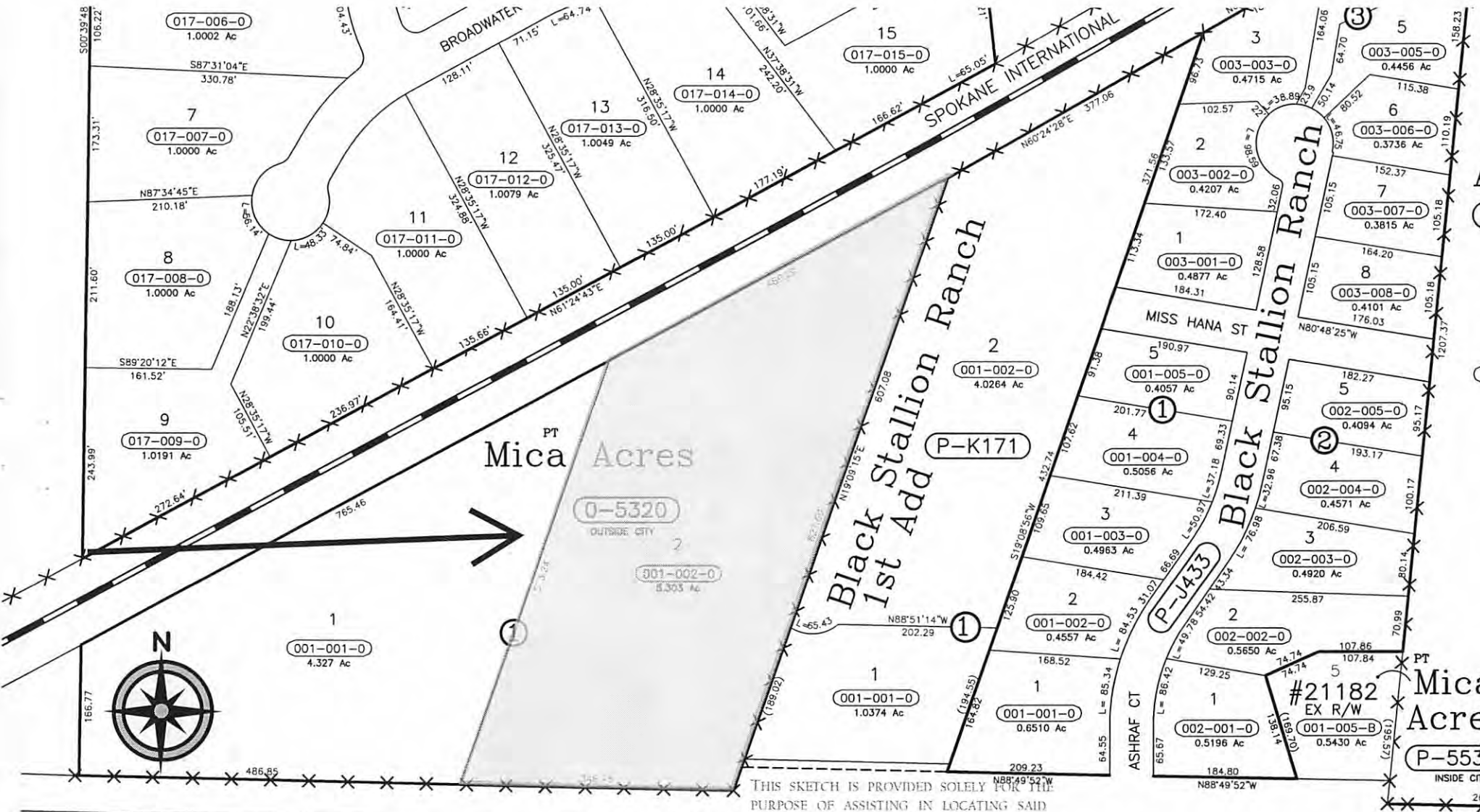
Conceptual annexation area and subdivision layout

LEGAL DESCRIPTION FOR 1349 W POLELINE AVE

Lot 2, Block 1, MICA ACRES, according to the plat recorded in the office of the County Recorder in Book "F" of Plats at Page 60, records of Kootenai County, Idaho.

LEGAL DESCRIPTION FOR 1421 W POLELINE AVE

Lot 1, Block 1, MICA ACRES, according to the plat thereof filed in Book F of Plats at page(s) 60, records of Kootenai County, Idaho.



THIS SKETCH IS PROVIDED SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID LAND. PIONEER TITLE OF COEUR D'ALENE ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACTUAL SURVEY FOR FURTHER INFORMATION.

POLELINE RD

P-553  
INSIDE CT

#21182  
EX R/W

P-K171

P-J433

0-5320  
OUTSIDE CITY

PT  
Mica  
Acres

Black Stallion Ranch

Black Stallion Ranch  
1st Add

PT  
Mica Acres

BROADWATER

SPOKANE INTERNATIONAL

MISS HANA ST

ASHRAF CT



486.85

21

DATE: June 10, 2022

City of Post Falls

408 N Spokane St.

Post Falls, ID 83854

RE: Owner Authorization for Annexation and Subdivision Applications

Parcel # 053200010020

Brett and Kimberly Hargrave authorize Kyle Cotten to act as an Authorized Agent for all matters related to the development and annexation of their property located at 1349 W Poleline Ave. Post Falls, ID 83854 .

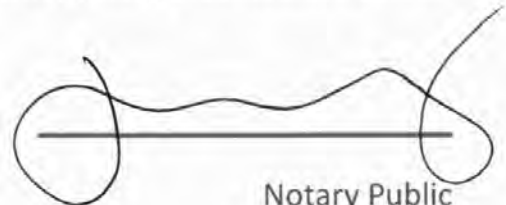


State of Idaho

County of Kootenai

On this 10<sup>th</sup> day of June, in the year 2022, before me, Jonathon Frantz (Notary's name) a notary public, personally appeared Kimberly Hargrave + Brett Hargrave individual's name), personally known 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.

Seal



Notary Public

My Commission expires on: 8/5/25

DATE: 6-15-22

City of Post Falls

408 N Spokane St.

Post Falls, ID 83854

RE: Owner Authorization for Annexation and Subdivision Applications

Parcel # 053200010010

William and Ute Hathaway authorize **Kyle Cotten and/or Kimberly Hargrave and/or Brett Hargrave** to act as Authorized Agents for all matters related to the development and annexation of their property located at 1421 W Poleline Ave. Post Falls, ID 83854 .

[Signature]

[Signature]

State of Idaho

County of Kootenai

On this 15 day of June, in the year 2022 before me, Barbara Cooley (Notary's name) a notary public, personally appeared William + Ute Hathaway individual's name), personally known 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.

Seal

[Signature]

Notary Public

My Commission expires on: 07/17/2026





# *GUARANTEE*

Issued by

*First American Title Company*

*1866 North Lakewood Drive, Coeur d'Alene, ID 83814*

*Title Officer: Michelle Jirava*

*Phone: (208)667-0567*

*FAX: (208)765-2050*



**First American Title™**

Form 5010500 (7-1-14)

Guarantee Number: 501055-1042891-C

## Guarantee Face Page

*Issued By*

*FIRST AMERICAN TITLE INSURANCE COMPANY*



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**First American Title Insurance Company**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.  
The following terms when used in the Guarantee mean:
  - (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.  
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice
3. NO DUTY TO DEFEND OR PROSECUTE.  
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.  
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.



*First American Title*

# Guarantee

## Subdivision Guarantee

ISSUED BY  
First American Title Insurance Company

GUARANTEE NUMBER  
5010500-1042891-C

Subdivision or Proposed Subdivision:

Order No.: 1042891-C

Reference No.:

Fee: \$200.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Blue Iris Investment Group

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH KOOTENAI COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$200.00.

THAT according to those public records which, under the recording laws of the State of Idaho, impart constructive notice of matters affecting the title to the lands described on the attached legal description: Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Kootenai County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

William C. Hathaway and Ute E. Hathaway, husband and wife as to Lot 1, Block 1 and Brett E. Hargrave and Kimberly J. Hargrave, husband and wife as to Lot 2, Block 1

(B) Parties holding liens or encumbrances on the title to said lands are:

1. 2022 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2022 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number	Affects:
2021	\$2006.60	\$1003.30	053200010010	Lot 1
2021	\$2994.05	\$0.00	053200010020	Lot 2

Homeowners Exemption is in effect for 2021 as to Lot 1, Block 1.  
 Circuit breaker is not in effect for 2021.  
 Agricultural Exemption is not in effect for 2021.

2. Levies and assessments of East Greenacres Irrigation District. For which we find no delinquencies of record.
3. Mortgage dated February 28, 2020, to secure an original indebtedness of \$50,000.00, and any other amounts and/or obligations secured thereby.  
 Recorded: March 6, 2020, as Instrument No. 2739877000  
 Mortgagor: Brett E. Hargrave and Kimberly J. Hargrave, husband and wife  
 Mortgagee: North Idaho Advancement Fund, LLC (affects: Lot 2)
4. Deed of Trust dated October 1, 2020, to secure an original indebtedness of \$267,000.00, and any other amounts and/or obligations secured thereby  
 Recorded: October 6, 2020, as Instrument No. 2782267000  
 Grantor: William C. Hathaway and Ute E. Hathaway, husband and wife  
 Trustee: Pioneer Title Co.  
 Beneficiary: Platinum Home Mortgage Corporation (affects: Lot 1)
5. Deed of Trust dated May 14, 2021, to secure an original indebtedness of \$250,000.00, and any other amounts and/or obligations secured thereby  
 Recorded: May 18, 2021, as Instrument No. 2834128000  
 Grantor: Brett E. Hargrave and Kimberly J. Hargrave, husband and wife  
 Trustee: Alliance Title & Escrow, LLC  
 Beneficiary: Mountain West Bank, division of Glacier Bank (affects: Lot 2)

(C) Easements, claims of easements and restriction agreements of record are:

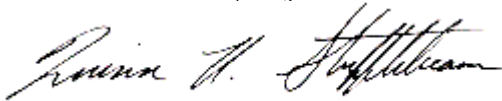
6. Easement for pipe, tunnels, etc. granted to Spokane Valley Land and Water Company, recorded April 25, 1905, in Book 10 of Deeds, Page 143.
7. Easement for right of way granted to Yellowstone Pipe Line Company, recorded December 22, 1953, in Book 157 of Deeds, Page 62.

Encroachment Permit recorded February 3, 1995 as Instrument No. 1386976.

8. Covenants, conditions and restrictions on the recorded plat of said subdivision in Book F of Plats, Page 60, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Easement for right of way granted to Kootenai Rural Electrification Association, recorded June 14, 1978, as Instrument No. 770646.
10. Easement for right of way granted to United States of America, recorded July 3, 1978, as Instrument No. 773092.
11. Provisions in deed to Cecil F. McCracken and Bessie L. McCracken, husband and wife, recorded August 21, 1978, as Instrument No. 778421.
12. Covenants, Conditions and Restrictions plus amendment recorded as Instrument No(s). 778424, 778425, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
13. Easement for right of way granted to Kootenai Electric Cooperative, Inc., recorded November 22, 1979, as Instrument No. 806290.
14. Easement for right of way granted to United States of America, recorded June 8, 1979, as Instrument No. 808253.

Date of Guarantee: April 14, 2022 at 7:30 A.M.

First American Title Company



By:

Authorized Countersignature



## EXHIBIT A

PARCEL 1:

LOT 1, BLOCK 1, MICA ACRES, ACCORDING TO THE PLAT RECORDED IN BOOK F OF PLATS, PAGE 60, RECORDS OF KOOTENAI COUNTY, IDAHO.

PARCEL 2:

LOT 2, BLOCK 1, MICA ACRES, ACCORDING TO THE PLAT RECORDED IN BOOK F OF PLATS, PAGE 60, RECORDS OF KOOTENAI COUNTY, IDAHO.



## Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do we Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact us [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



**First American Title™**

## For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California Residents over the last 12 months, please see "What Information Do We Collect About You" in [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy). To learn about the sources from which we collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy).

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information", and "How Do We Share Your Information" in [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy).





**First American Title Company**  
1866 North Lakewood Drive, P.O. Box 1747  
Coeur d'Alene, ID 83816  
Phone: (208)667-0567 / Fax: (208)765-2050

**PR:** AFFGRP

**Ofc:** 13 (3645)

### Final Invoice

**To:** Blue Iris Investment Group  
1349 W POLELINE AVE  
Post Falls, ID 83854

**Invoice No.:** 3645 - 131022908

**Date:** 04/30/2022

**Our File No.:** 1042891-C

**Title Officer:** Michelle Jirava

**Escrow Officer:**

**Customer ID:** 1017544

**Attention:**

**Your Ref.:**

**Liability Amounts**

**RE: Property:**  
1421 W. Poleline Avenue, 1349 W. Poleline Avenue, Post  
Falls, ID 83854

**Buyers:** William C. Hathaway, Ute E. Hathaway, et al

**Sellers:**

Description of Charge	Invoice Amount
Work Charge 300 foot radius & extra parcel	\$175.00
Guarantee-Subdivision Guarantee	\$200.00

**INVOICE TOTAL** **\$375.00**

**Comments:**

**Thank you for your business!**

*To assure proper credit, please send a copy of this Invoice and Payment to:*

*Attention: Accounts Receivable Department*

*NOTE NEW REMITTANCE ADDRESS, LB# 1083, First American Title Company, PO Box 35146  
Seattle, WA 98124-5146*

Book F. Gage 600

# MICA ACRES

IN THE SOUTHEAST QUARTER OF SECTION 28, T.51 N., R.5 W., B.M.,  
KOOTENAI COUNTY, IDAHO

N.E. 1/4, SEC. 28

S 88° 52' 45" E - 2660.82'

E 1/4 COR. SEC. 28  
FD. RR. SPIKE  
N 85° W, 21.7', N. SIDE P.P.O.L.E.  
N 68° E, 36.73', FENCE POST

CTR. SEC. 28  
FD. 1/2 REBAR @  
STONE FE. INT.

T.N.  
10,309

T.N. 10,368  
R.A. CARLILE

T.N. 10,764  
H.R. NAGEL

S.E. 1/4, SEC. 28

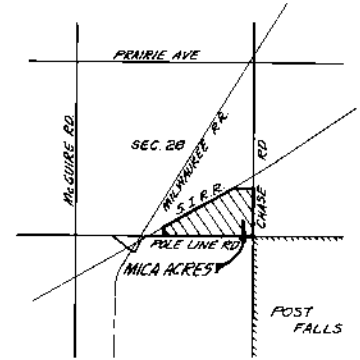
RAILROAD

T.N. 8344  
U.S. WELL SITE

THIS SKETCH IS FURNISHED WITHOUT  
CHARGE SOLELY FOR THE PURPOSE  
OF ASSISTING IN LOCATING SAID  
PREMISES AND FIRST AMERICAN TITLE  
COMPANY ASSUMES NO LIABILITY  
FOR INACCURACIES THEREIN.

## LEGEND

- ✦ SECTION CORNER
- QUARTER CORNER
- ⊙ CENTER OF SECTION
- SET REBAR & CAP
- FD. POINT AS SHOWN (PONSNESS)



## VICINITY MAP

2" = 1 MILE

S.W. 1/4, SEC. 28  
E.P. BECK

56-2553  
J. MILLER

T.N. 11,096  
R. SHRUM

S.W. COR. SEC. 28  
FD. PK. NAIL IN ROAD  
S 33° E, 42.37', P.P.O.L.E.  
N 45° W, 34.70', P.P.O.L.E.

5' ROAD EASEMENT

1

2

3

4

5

6

7

8

9

10

S.W. COR. SEC. 28  
N 88° 49' 33" W

S. 1/4 COR. SEC. 28  
SET REBAR & CAP  
SOUTH, 25.78', FE. POST  
N 60° W, 48.75', P.P.O.L.E.

POLE LINE ROAD

MANUEL SCHNEIDMILLER, ETAL.

N.E. 1/4, SEC. 33

EXISTING UNDERGROUND WATER  
& TELEPHONE LINES & OVERHEAD  
POWER LINES WITHIN COUNTY  
ROAD ROW.

EARL SEARS

WALTER  
McPHERSON

CHASE ROAD  
PIONEER RIDGE INVESTORS

EXISTING UNDERGROUND WATER  
& TELEPHONE LINES & OVERHEAD  
POWER LINES WITHIN COUNTY ROAD  
ROW.

S.E. COR. SEC. 28  
FD. PK. NAIL IN RD.  
S 45° W, 31.14', P.P.O.L.E.  
S 30° E, 51.32', P.P.O.L.E.

## BASIS OF BEARING

BASIS OF BEARING IS S 0° 21' 00" W ALONG  
THE EAST LINE OF THE SOUTHEAST QUARTER  
OF SECTION 28 PER PONSNESS DRAWING  
AND LEGAL DESCRIPTIONS DATED 8-3-76.



MECKEL ENGINEERING AND SURVEYING  
402 IDAHO AVENUE  
COEUR D'ALENE, IDAHO 83814

MICA ACRES  
IN THE SOUTHEAST QUARTER OF SECTION 28, T.51 N., R.5 W., B.M.,  
KOOTENAI COUNTY, IDAHO

SCALE: 1" = 200'	DRN: DMK	NO.
DATE: 12-4-79	CK'D: J.A.B.	1 of 4

SCHNEIDMILLER  
BROS., INC.

Right of Way Deed.

This Indenture, made this 5th day of April, A.D. 1903, by and between Robert W. Morris, and Essie Morris, his wife, of Toppenish, Washington, parties of the first part, and the Spokane Valley Land & Water Company, a corporation duly incorporated under the laws of the state of Washington, party of the second part:

Witnesseth, that in consideration of the sum of one dollar and other good and valuable consideration ~~the sum of one dollar and other good and valuable consideration~~, in hand paid, the receipt of which is hereby acknowledged, the parties of the first part have granted, and do hereby grant to the party of the second part, its successors and assigns, a right of way for pipe, tunnel or other mode of carrying water, and also a right of way for such laterals leading therefrom over the said lands as may be necessary to distribute water to other irrigable lands, on, over, across and through the following described tracts or parcels of land situate in Kootenai county, state of Idaho, described as follows, to wit:

The southeast quarter (S.E.1/4) of section twenty eight (Sec.28), township fifty one (T.51) Range five (R.5) W.B.M.

And the said parties of the first part have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey to the party of the second part, and to its successors and assigns, as and for such a right of way, the certain tracts herein below described, as the same shall finally be located by survey by the party of the second part, in, through, and across said land, and described approximately as follows:

Beginning at the northeast corner of the southeast quarter (S.E.1/4) of section twenty eight (Sec.28) township fifty one (T.51) north of range five (R.5) W.B.M., Kootenai county, Idaho; extending thence in a westerly direction along the north line of said southeast quarter (S.E.1/4) to the center of said section twenty eight (Sec.28); thence southerly for a distance of 75 feet; thence easterly parallel with the north line of the southeast quarter (S.E.1/4) of said section twenty eight (Sec.28) to the east line of said southeast quarter (S.E.1/4) of said section twenty eight (Sec.28); thence north 75 feet to the place of beginning.

Also that certain tract described as follows: Beginning at a point thirteen hundred (1300) feet north of the southeast corner of section twenty eight (Sec.28), township fifty one (51) north of range five (5) W.B.M., Kootenai county, Idaho; extending thence in a southwesterly direction to a point situated eleven hundred seventy five (1175) feet west of the southeast corner of said section twenty eight (28); thence easterly along the south line of said section twenty eight (28) for a distance of sixty (60) feet; thence northeasterly to a point twelve hundred forty (1240) feet north of the southeast corner of said section twenty eight (28); thence northerly sixty (60) feet to the place of beginning; the said described tracts containing seven (7) acres more or less.

And the right and privilege to enter upon, pass over and across lands adjoining and adjacent to said right of way at any time for the purpose of construction and maintenance of said canal, ditch, pipe, tunnel, flume or other mode of carrying water and appurtenances there to.

Provided, however, that should the Spokane Valley Land and Water Company, after the construction of said canal, ditch, pipe, tunnel, flume, or other mode of carrying water or laterals, permanently abandon the same and fail to use said land as a right of way as aforesaid, then said land shall revert to the parties of the first part, their heirs and assigns.

Provided, that said right of way shall not interfere with or obstruct any of the permanent improvements now upon said premises, and provided further, that said party of the second part shall at its own cost and expense upon the request of the parties of the first part, build and maintain a

bridge across said canal at a point to be fixed by said first parties for the use of teams and animals; and provided further, that any damage to the permanent improvements of said first parties resulting from water from breakage in said canal system shall be at the cost and expense of said second party in such amount as may be fixed by private agreement between the parties here to, or by arbitration.

The parties of the first part reserve the perpetual right to take water from said ditch, canal, or flume, for stock and for domestic use.

To have and to hold said rights of way to the party of the second part, its successors and assigns, as long as the same shall be in use for the purposes herein mentioned.

Witness our hands and seals the day and year herein first written.

Witness

Robert W. Morris (Seal)

W.L. Shearer Chas Gallien.

Bessie Morris (Seal)

State of Washington, County of Yakima (ss. On this 15th day of April 1905, before me W.L. Shearer, a notary public, personally appeared Robt W. Morris and Bessie Morris, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed and delivered the said deed as their free and voluntary act and deed for the uses and purposes therein set forth. And I further certify that Bessie Morris wife of the said Robt W. Morris, acknowledged to me on examination separate and apart from her said husband, and after I had made known to her the contents of said deed, without the hearing of her husband, that she executed the same, and that she does not wish to retract such execution.

Given under my hand and official seal the day and year in this certificate first written.

W.L. Shearer, Notary Public for state of  
Washington, Residing at Toppenish.

(Notarial seal

State of Idaho, County of Kootenai (ss. Filed for record at the request of Spokane Valley Land & Water Co. on the 25 day of Apr. 1905 at 1:24 o'clock P. M. and recorded in 10 book of deeds on page 143.  
Fee \$1.75.

T.L. Quarles? County Recorder.



62 BY T v N. COMPARED

278422 RIGHT OF WAY

FOR AND IN CONSIDERATION OF THE SUM OF One Hundred Sixty One & No/100 DOLLARS, to the Grantors paid, the receipt of which is hereby acknowledged, Albert Weitekamp and Margarite Weitekamp of Route # 1 Post Falls, Idaho

herein called Grantors, hereby grant unto YELLOWSTONE PIPE LINE COMPANY, a Delaware corporation, whose address is Ponca City, Oklahoma, hereinafter called Grantee, its successors and assigns, the right to lay, maintain, inspect, operate, protect, repair, replace and remove a pipe line for the transportation of liquids and/or gases, and...

A 40 foot Pipe Line right-of-way, over and across the hereinafter described land, 20 feet on each side of the following described center line to wit: entering at the east property line of the hereinafter described land 72 feet north of the south section line and running in a westerly direction 2,645 feet, and leaving said hereinafter described tract of land at the west property line 85 feet north of the south section line thereof...

The said Grantors have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes here-in granted to the said Grantee. Grantors agree not to build, create or construct any obstruction, engineering works, or other structure over said pipe line or lines, nor permit same to be done by others.

In addition to the above consideration, Grantee agrees to pay any damages which may arise to crops, buildings, drain tile, fences and timber, by reason of Grantee's operations.

Any pipe line or lines constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee it may be placed above the channel of any stream, ravine, ditch, or other water course.

Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee.

It is agreed that any payment hereunder may be made direct to said Grantors or any one of them, or by depositing such payment to the credit of said Grantors or any one of them in the Dishman State Bank of Dishman, Washington, and payment so made shall be deemed and considered as payment to each of said Grantors.

The rights herein granted may be assigned in whole or in part. The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 20th day of October, 1953.

Signed, sealed and delivered in the presence of Edward J. Crowley, Notary Public in and for the county of Spokane, Washington.

Tract No. 12W
No. of Rods 161
Check No. 1757
Charge APE 1 JO 50-2-2
Albert Weitekamp (Albert Weitekamp)
Margarite Weitekamp (Margarite Weitekamp)

INDIVIDUAL FORM OF ACKNOWLEDGEMENT - Idaho and Montana

STATE OF Washington } ss.
County of Spokane
On this 21 day of October, 1953, in the year 1953, before me Edward J. Crowley, a notary public in and for the county of Spokane in the state of Washington, personally appeared Albert Weitekamp and Margarite Weitekamp, husband and wife

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Given under my hand and official seal this 21 day of October, 1953. My commission expires: Feb 26, 1957. Edward J. Crowley, Notary Public for the state of Washington residing at Spokane.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT - Washington

STATE OF } ss.
County of
On this day personally appeared before me

to me known to be the individual (or individuals) described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the purposes therein mentioned.

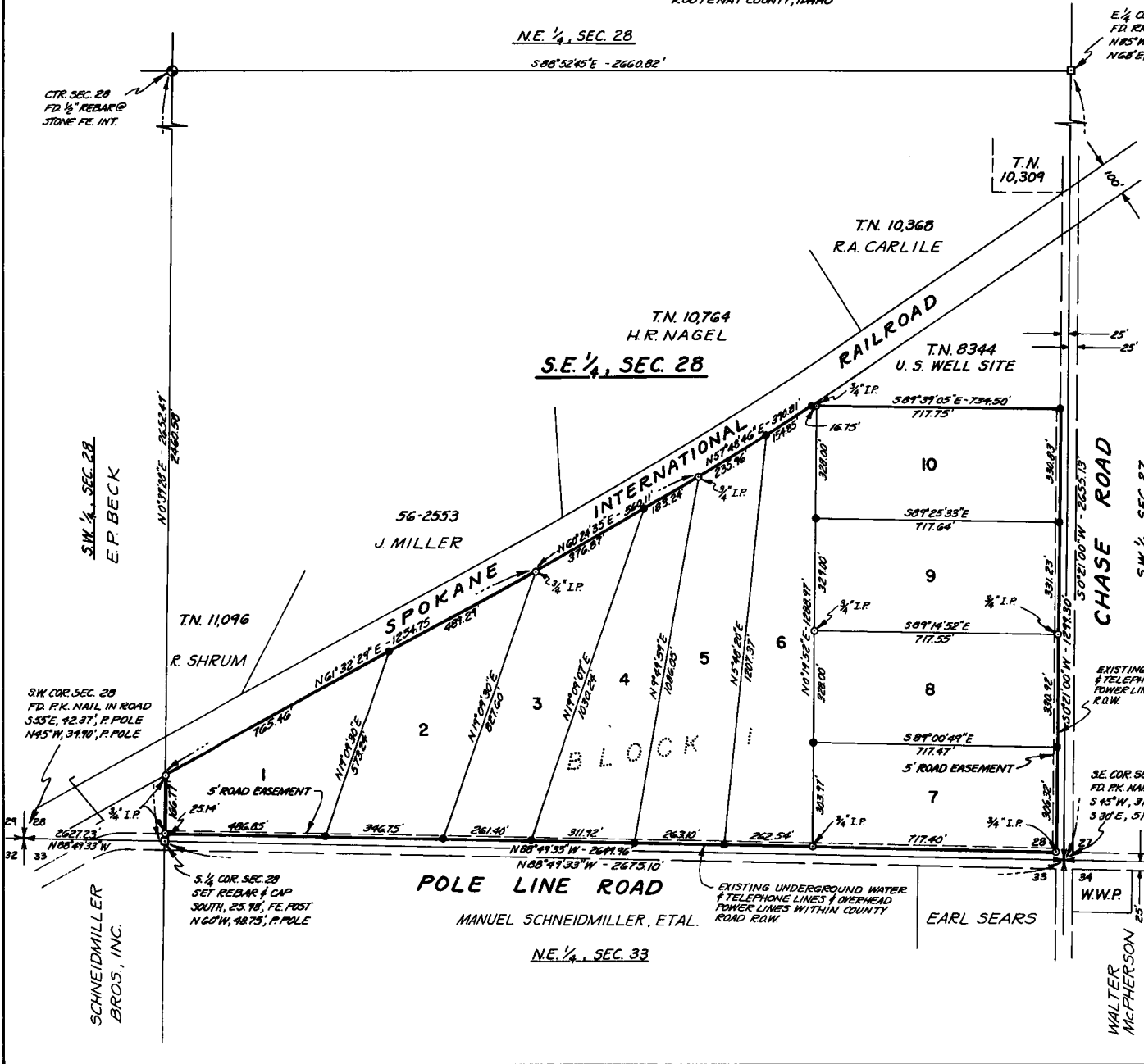
Given under my hand and official seal this day of 19. My commission expires: Notary Public in and for the State of Washington, residing at

STATE OF IDAHO } ss.
County of Kootenai,
Filed for record at the request of Yellowstone Pipe Line Co. on DEC 22 1953 at 1:20 o'clock P. M. and recorded in book 157 of Deeds, Page 62

Fee \$ 1.50
JAMES D. RIGGS, County Recorder.
By Carolyn Horning, Deputy

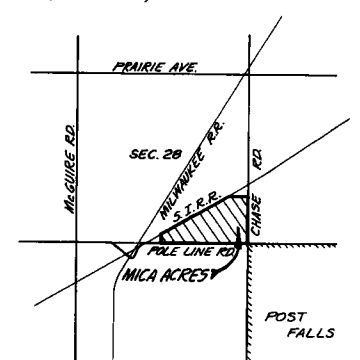
# MICA ACRES

IN THE SOUTHEAST QUARTER OF SECTION 28, T.51 N., R.5 W., B. M.,  
KOOTENAI COUNTY, IDAHO



## LEGEND

- SECTION CORNER
- QUARTER CORNER
- CENTER OF SECTION
- SET REBAR & CAP
- FD POINT AS SHOWN (PONSNESS)



## VICINITY MAP

2" = 1 MILE

## BASIS OF BEARING

BASIS OF BEARING IS S 0° 21' 00" W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 PER PONSNESS DRAWING AND LEGAL DESCRIPTIONS DATED 6-3-76.



**MECKEL ENGINEERING AND SURVEYING**  
402 IDAHO AVENUE  
COEUR d'ALENE, IDAHO 83814

**MICA ACRES**  
IN THE SOUTHEAST QUARTER OF SECTION 28, T.51 N., R.5 W., B. M.,  
KOOTENAI COUNTY, IDAHO

SCALE: 1" = 200'	DRN: D.M.K.	NO.
DATE: 12-4-79	CKD: J.A.B.	1 of 4

# MICA ACRES

IN THE SOUTHEAST QUARTER OF SECTION 28, T.51N, R.5W, B.M.,  
KOOTENAI COUNTY, IDAHO

## OWNER'S CERTIFICATE

BE IT KNOWN THAT CECIL F. McCRACKEN AND RESSIE L. McCRACKEN, HUSBAND AND WIFE, EDWARD F. LONG AND JEANNETTE L. LONG, HUSBAND AND WIFE, ROY ROBERT ADKISSON AND ARADATH IRETA ADKISSON, HUSBAND AND WIFE, RUSSELL B. JOHNSON AND DORCINE F. JOHNSON, HUSBAND AND WIFE, WILLIAM E. VONBERG AND GLORIA K. VONBERG, HUSBAND AND WIFE, MELVIN J. WHITE AND ANNA J. WHITE, HUSBAND AND WIFE, IVAN K. RUNCORN AND SANDRA JEAN RUNCORN, HUSBAND AND WIFE, RAYMOND E. FINKBEINER AND C. DELORES FINKBEINER, HUSBAND AND WIFE, ARE THE OWNERS OF THE LAND DESCRIBED IN THE ENGINEER'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE DIVIDED INTO LOTS AND BLOCKS AS HEREIN PLATTED TO BE KNOWN AS MICA ACRES, KOOTENAI COUNTY, IDAHO. WE HEREBY GRANT TO THE POST FALLS HIGHWAY DISTRICT, A QUASI-MUNICIPAL CORPORATION, A PERPETUAL EASEMENT OVER THE SOUTH FIVE FEET OF LOTS 1 THROUGH 7 AND THE EAST FIVE FEET OF LOTS 7 THROUGH 10 FOR THE FOLLOWING PURPOSES: THE RIGHT TO ENTER UPON THE AFORESAID PROPERTY AND BUILD, MAINTAIN, REPAIR, AND REBUILD A PUBLIC ROAD OR HIGHWAY TO HAVE AND TO HOLD SAID EASEMENT UNTO THE POST FALLS HIGHWAY DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOREVER. WE, THE OWNERS, ALSO RESERVE AN EASEMENT TO INCLUDE ALL PORTIONS OF THE HEREIN PLATTED LAND WITHIN 150 FEET OF THE EAST GREENRICHES IRRIGATION DISTRICT WELL IN TAX NUMBER 8344 FOR THE PURPOSE OF A BUILDING SETBACK LINE.

Cecil F. McCracken  
CECIL F. McCRACKEN  
Ressie L. McCracken  
RESSIE L. McCRACKEN  
Edward F. Long  
EDWARD F. LONG  
Jeannette L. Long  
JEANNETTE L. LONG  
Roy Robert Adkisson  
ROY ROBERT ADKISSON  
Aradath Ireta Adkisson  
ARADATH IRETA ADKISSON

Russell B. Johnson  
RUSSELL B. JOHNSON  
Dorcine F. Johnson  
DORCINE F. JOHNSON  
Ivan K. Runcorn  
IVAN K. RUNCORN  
Sandra Jean Runcorn  
SANDRA JEAN RUNCORN  
Melvin J. White  
MELVIN J. WHITE  
Anna J. White  
ANNA J. WHITE

William E. Vonberg  
WILLIAM E. VONBERG  
Gloria K. Vonberg  
GLORIA K. VONBERG  
Raymond E. Finkbeiner  
RAYMOND E. FINKBEINER  
C. Delores Finkbeiner  
C. DELORES FINKBEINER

STATE OF IDAHO ss:  
COUNTY OF KOOTENAI  
ON THIS 2 DAY OF December, 1979, BEFORE ME PERSONALLY APPEARED CECIL F. McCRACKEN AND RESSIE L. McCRACKEN KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO  
RESIDING IN Coeur d'Alene  
MY COMMISSION EXPIRES: 11-29-83

STATE OF IDAHO ss:  
COUNTY OF KOOTENAI  
ON THIS 13 DAY OF December, 1979, BEFORE ME PERSONALLY APPEARED RUSSELL B. JOHNSON AND DORCINE F. JOHNSON KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO  
RESIDING IN Coeur d'Alene  
MY COMMISSION EXPIRES: 11-29-83

STATE OF CALIFORNIA ss:  
COUNTY OF Butte  
ON THIS 20 DAY OF December, 1979, BEFORE ME PERSONALLY APPEARED WILLIAM E. VONBERG AND GLORIA K. VONBERG KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA  
RESIDING IN  
MY COMMISSION EXPIRES: 7-23-81

STATE OF IDAHO ss:  
COUNTY OF KOOTENAI  
ON THIS 14 DAY OF December, 1979, BEFORE ME PERSONALLY APPEARED EDWARD F. LONG AND JEANNETTE L. LONG KNOWN TO ME TO BE THE PERSONS WHO EXECUTE THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO  
RESIDING IN Coeur d'Alene  
MY COMMISSION EXPIRES: 11-29-83

STATE OF IDAHO ss:  
COUNTY OF KOOTENAI  
ON THIS 13 DAY OF December, 1979, BEFORE ME PERSONALLY APPEARED IVAN K. RUNCORN AND SANDRA JEAN RUNCORN KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO  
RESIDING IN Coeur d'Alene  
MY COMMISSION EXPIRES: 11-29-83

STATE OF IDAHO ss:  
COUNTY OF  
ON THIS 13 DAY OF December, 1979, BEFORE ME PERSONALLY APPEARED RAYMOND E. FINKBEINER AND C. DELORES FINKBEINER KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO  
RESIDING IN Coeur d'Alene  
MY COMMISSION EXPIRES: 11-29-83

STATE OF IDAHO ss:  
COUNTY OF KOOTENAI  
ON THIS 1 DAY OF December, 1979, BEFORE ME PERSONALLY APPEARED ROY ROBERT ADKISSON AND ARADATH IRETA ADKISSON KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO  
RESIDING IN Coeur d'Alene  
MY COMMISSION EXPIRES: 11-29-83

STATE OF IDAHO ss:  
COUNTY OF KOOTENAI  
ON THIS 13 DAY OF December, 1979, BEFORE ME PERSONALLY APPEARED MELVIN J. WHITE AND ANNA J. WHITE KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO  
RESIDING IN Coeur d'Alene  
MY COMMISSION EXPIRES: 11-29-83

MECKEL ENGINEERING AND SURVEYING  
402 IDAHO AVENUE  
COEUR d'ALENE, IDAHO 83814

MICA ACRES  
IN THE SOUTHEAST QUARTER OF SECTION 28, T.51N, R.5W, B.M.,  
KOOTENAI COUNTY, IDAHO

SCALE:                      DRN: DMK                      NO:  
DATE: 12-4-79              CKD: JAB                      2 of 4

# MICA ACRES

IN THE SOUTHEAST QUARTER OF SECTION 28, T.51 N., R.5 W., B.M.,  
KOOTENAI COUNTY, IDAHO

### COUNTY PLANNING COMMISSION

I HEREBY CERTIFY THAT THIS PLAT WAS ACCEPTED BY THE PLANNING COMMISSION OF KOOTENAI COUNTY, IDAHO, THIS 28<sup>th</sup> DAY OF January, 1980.

S. F. Moore  
CHAIRMAN

### COUNTY COMMISSIONERS

THIS PLAT APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF KOOTENAI COUNTY, IDAHO, THIS 6<sup>th</sup> DAY OF Feb., 1980.

ATTEST: 3 Douglas Ferguson  
CLERK CHAIRMAN

### HEALTH DISTRICT APPROVAL

THIS PLAT APPROVED THIS 18<sup>th</sup> DAY OF January, 1980.

William P. Davis  
PRINCIPAL HEALTH DISTRICT OFFICER

### CITY COUNCIL APPROVAL

THIS PLAT APPROVED AND ACCEPTED BY THE CITY COUNCIL OF POST FALLS, IDAHO, THIS 22 DAY OF January, 1980.

ATTEST: Monty G. Jelling Frank N. Henderson  
CLERK MAYOR

### COUNTY TREASURER

I HEREBY CERTIFY THIS 3<sup>rd</sup> DAY OF January, 1980, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID. 26-1431/80

James E. Gustafson  
KOOTENAI COUNTY TREASURER

### COUNTY RECORDER

833024

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF James E. Gustafson - 7th City THIS 7<sup>th</sup> DAY OF Feb., 1980, AT 10 A.M. AND DULY RECORDED IN PLAT BOOK F, PAGE 60.

Carl D. Darity  
KOOTENAI COUNTY RECORDER

### COUNTY SURVEYOR

I HEREBY CERTIFY THIS 8<sup>th</sup> DAY OF January, 1980, THAT I HAVE EXAMINED THIS PLAT AND APPROVE SAME FOR FILING.

John W. Campbell P.E./P.L.S. 2-581  
KOOTENAI COUNTY SURVEYOR

### SURVEYOR'S CERTIFICATE

I, JAMES A. BUFFA, P.E./P.L.S. 2539, A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IDAHO, HEREBY CERTIFY THAT IN NOVEMBER, 1977, I SUPERVISED THE SURVEY OF THE LAND HEREIN DESCRIBED TO BE KNOWN AS MICA ACRES, KOOTENAI COUNTY, IDAHO; THAT IRON MARKERS WERE PLACED IN THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS A TRUE REPRESENTATION OF THAT SURVEY; THAT THE LAND IS LOCATED IN THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, LYING SOUTH AND EAST OF THE SPOKANE INTERNATIONAL RAILROAD RIGHT-OF-WAY EXCLUDING PUBLIC ROAD RIGHTS-OF-WAY AND TAX NUMBER 8344, BOOK 4, PAGE 166, RECORDS OF KOOTENAI COUNTY, IDAHO, AND IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE NORTH 88°41'33" WEST, 2500 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 28; THENCE NORTH 0°21'00" EAST, 2500 FEET TO THE NORTH LINE OF A 50 FOOT WIDE PUBLIC RIGHT-OF-WAY (PALE LINE ROAD) AND THE TRUE POINT OF BEGINNING; THENCE NORTH 88°49'35" WEST, 2699.96 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH-SOUTH CENTERLINE OF SECTION 28; THENCE NORTH 0°29'28" EAST, 186.77 FEET ALONG SAID CENTERLINE TO THE SOUTH LINE OF A 100 FOOT WIDE RAILROAD RIGHT-OF-WAY (SPOKANE INTERNATIONAL RAILROAD); THENCE ALONG SAID LINE AS FOLLOWS: NORTH 67°42'24" EAST, 1254.25 FEET; THENCE NORTH 80°24'35" EAST, 584.11 FEET; THENCE NORTH 57°48'46" EAST, 398.81 FEET TO THE SOUTHWESTERLY CORNER OF TAX NUMBER 8344; THENCE, LEAVING SAID SOUTH RAILROAD RIGHT-OF-WAY LINE, SOUTH 87°19'15" EAST, 794.50 FEET ALONG THE SOUTH LINE OF TAX NUMBER 8344 TO THE WEST LINE OF A 50 FOOT WIDE PUBLIC RIGHT-OF-WAY (CHASE ROAD); THENCE SOUTH 0°21'00" WEST, 1899.30 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING.

J.A. Buffa  
1-7-80

STATE OF IDAHO ss:  
COUNTY OF KOOTENAI ss:  
ON THIS 7<sup>th</sup> DAY OF February, 1980, BEFORE ME PERSONALLY APPEARED JAMES A. BUFFA KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE SURVEYOR'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME.

Joseph J. Santilli  
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO RESIDING IN COEUR D'ALENE.  
MY COMMISSION EXPIRES: NOV 15, 1980



MECKEL ENGINEERING AND SURVEYING 402 IDAHO AVENUE COEUR D'ALENE, IDAHO 83814		
MICA ACRES IN THE SOUTHEAST QUARTER OF SECTION 28, T.51 N., R.5 W., B.M., KOOTENAI COUNTY, IDAHO		
SCALE:	DRN: DMK	NO.
DATE: 12-4-79	CKD: JAB	3 of 4

# MICA ACRES

IN THE SOUTHEAST QUARTER OF SEC. 28, T34 N., R.5 W., B.M.  
KOOTENAI COUNTY, IDAHO

## OWNERS CERTIFICATE

BE IT KNOWN THAT WILLIAM S.E. SANDERSON AND NONA SANDERSON, HUSBAND AND WIFE, MATTHEW T. KING AND JANET F. KING, HUSBAND AND WIFE, ROBERT H. MCCOY AND MARGARET A. MCCOY, HUSBAND AND WIFE, EUGENE CASCADE, INC., WHO ACQUIRED TITLE AS STATE REALTY, W.R. DYCROFF, INC., AND RAY L. DYCK AND MARILYN M. DYCK, HUSBAND AND WIFE, ARE THE OWNERS, CONTINUED FROM PAGE 2, OF THE LAND DESCRIBED IN THE ENGINEER'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE DIVIDED INTO LOTS AND BLOCKS AS HEREIN PLATTED TO BE KNOWN AS MICA ACRES, KOOTENAI COUNTY, IDAHO. WE HEREBY GRANT TO THE POST FALLS HIGHWAY DISTRICT, A QUASI-MUNICIPAL CORPORATION, A PERPETUAL EASEMENT OVER THE SOUTH FIVE FEET OF LOTS 1 THROUGH 7 AND THE EAST FIVE FEET OF LOTS 7 THROUGH 10 FOR THE FOLLOWING PURPOSES: THE RIGHT TO ENTER UPON THE AFORESAID PROPERTY AND BUILD, MAINTAIN, REPAIR AND REBUILD A PUBLIC ROAD OR HIGHWAY, TO HAVE AND TO HOLD SAID EASEMENT UNTO THE POST FALLS HIGHWAY DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOREVER. WE, THE OWNERS, ALSO RESERVE AN EASEMENT TO INCLUDE ALL PORTIONS OF THE HEREIN PLATTED LAND WITHIN 150 FEET OF THE EAST GREENACRES IRRIGATION DISTRICT WELL IN TAX NUMBER 8344 FOR THE PURPOSE OF A BUILDING SETBACK LINE.

William S.E. Sanderson  
WILLIAM S.E. SANDERSON  
Nona Sanderson  
NONA SANDERSON  
W.R. Dycroff  
W.R. DYCROFF

Matthew T. King  
MATTHEW T. KING  
Janet F. King  
JANET F. KING  
Eugene Cascade, Inc.  
EUGENE CASCADE, INC.

Robert H. McCoy  
ROBERT H. MCCOY  
Margaret A. McCoy  
MARGARET A. MCCOY  
Ray L. Dyck  
RAY L. DYCK  
Marilyn M. Dyck  
MARILYN M. DYCK

STATE OF Oregon  
COUNTY OF Wasco  
ON THIS 19th DAY OF January, 1980, BEFORE ME PERSONALLY APPEARED WILLIAM S.E. SANDERSON KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME.  
William S.E. Sanderson  
NOTARY PUBLIC IN AND FOR THE STATE OF Oregon RESIDING IN Prineville, Oregon  
MY COMMISSION EXPIRES: 2-10-81

STATE OF IDAHO  
COUNTY OF KOOTENAI  
ON THIS 11th DAY OF January, 1980, BEFORE ME PERSONALLY APPEARED MATTHEW T. KING AND JANET F. KING KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.  
John J. Anderson  
NOTARY PUBLIC IN AND FOR THE STATE OF Idaho RESIDING IN Conco, Idaho  
MY COMMISSION EXPIRES: 11-29-83

STATE OF IDAHO  
COUNTY OF KOOTENAI  
ON THIS 21st DAY OF January, 1980, BEFORE ME PERSONALLY APPEARED ROBERT H. MCCOY AND MARGARET A. MCCOY KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.  
John J. Anderson  
NOTARY PUBLIC IN AND FOR THE STATE OF Idaho RESIDING IN Conco, Idaho  
MY COMMISSION EXPIRES: 11-29-83

STATE OF IDAHO  
COUNTY OF KOOTENAI  
ON THIS 21st DAY OF January, 1980, BEFORE ME PERSONALLY APPEARED W.R. DYCROFF, KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THE ABOVE OWNER'S CERTIFICATE OR THE PERSON WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME.  
John J. Anderson  
NOTARY PUBLIC IN AND FOR THE STATE OF Idaho RESIDING IN Conco, Idaho  
MY COMMISSION EXPIRES: 11-29-83

STATE OF OREGON  
COUNTY OF LANE  
ON THIS 18th DAY OF January, 1980, BEFORE ME PERSONALLY APPEARED Ray L. Dyck, KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THE ABOVE OWNER'S CERTIFICATE OR THE PERSON WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME.  
Dieter R. Belding  
NOTARY PUBLIC IN AND FOR THE STATE OF OREGON RESIDING IN LANE COUNTY  
MY COMMISSION EXPIRES: 10-4-83

STATE OF IDAHO  
COUNTY OF KOOTENAI  
ON THIS 21st DAY OF January, 1980, BEFORE ME PERSONALLY APPEARED RAY L. DYCK AND MARILYN M. DYCK KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.  
John J. Anderson  
NOTARY PUBLIC IN AND FOR THE STATE OF Idaho RESIDING IN Conco, Idaho  
MY COMMISSION EXPIRES: 11-29-83

STATE OF Oregon  
COUNTY OF Lane  
ON THIS 10th DAY OF January, 1980, BEFORE ME PERSONALLY APPEARED NONA SANDERSON, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT SHE SIGNED THE SAME.  
Dieter R. Belding  
NOTARY PUBLIC IN AND FOR THE STATE OF Oregon RESIDING IN Prineville, Oregon  
MY COMMISSION EXPIRES: 9-10-81

MECKEL ENGINEERING AND SURVEYING 402 IDAHO AVENUE COEUR D'ALENE, IDAHO 83814		
MICA ACRES IN THE SOUTHEAST QUARTER OF SECTION 28, T.34 N., R.5 W., B.M., KOOTENAI COUNTY, IDAHO		
SCALE:	DRN: DMK	NO.
DATE: 12-4-79	CKD: JAB	4 of 4

**Kootenai Electric Cooperative, Inc.**

"A CONSUMER OWNED ELECTRIC UTILITY"

Telephone MOhawk 4-9191 • Coeur d'Alene, Idaho 83814

770616

ELECTRIC LINE - RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Edward F. Long + Jeannette L. Long (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Kootenai Electric Cooperative, Inc. a cooperative corporation (hereinafter called the "Cooperative") whose post office address is Coeur d'Alene, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kootenai, State of Idaho, and more particularly described as follows:

Commencing at the south quarter corner of said Section 28; thence, South 88 49'08" East 817.00 feet; thence, North 19 08'46" East, 76 feet to the POINT of beginning; thence, North 19 08'46" East, 208.7 feet; thence, North 88 49'08" West, 208.7 feet; thence, South 19 08'46" West, 208.7 feet; thence, South 88 49'08" East, 208.7 feet to the Point of Beginning.

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

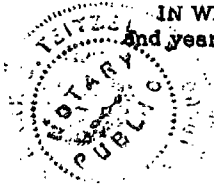
IN WITNESS WHEREOF, the undersigned have set their hands and seals this 5th day of April, 19 78.

Edward F. Long (I.S.)  
Jeannette L. Long (I.S.)

STATE OF IDAHO )  
County of Kootenai ) ss

On this 5th day of April, 19 78, before me, the undersigned Notary Public, personally appeared Edward F. Long and Jeannette L. Long, known to me to be the persons whose name s subscribed to the within instrument and acknowledged to me that they executed the same.

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



Mark E. Jantzen  
Notary Public for the state of Idaho  
residing at Coeur d'Alene  
My commission expires April 1 1980.

Kootenai Electric Corp.  
at Nancy Jantzen  
102

3-

773092

DONATION EASEMENT DEED

FOR AND IN CONSIDERATION of benefits to be derived by the Grantors from having a domestic and/or irrigation water turnout on the Project facilities owned by the Grantee in the East Greenacres Unit, Rathdrum Prairie Project, Idaho, the undersigned,

Edward F. and Jeannette L. Long

do hereby DONATE, GRANT, and CONVEY to THE UNITED STATES OF AMERICA, its successors and assigns, a perpetual right-of-way and easement for it or them or their contractors to enter upon, survey, construct, reconstruct, operate, inspect, maintain, and remove a water pipeline turnout and appurtenances upon the following described property which is situated in Kootenai County, State of Idaho, together with the right of ingress and egress thereto, to-wit:

A piece of ground 20 ' in all directions from the centerline of the turnout and appurtenances and located in

SEE ATTACHED

The grant of easement herein contained is subject to presently used rights-of-way for canals, ditches, flumes, pipelines, railroads, highways, roads, telephone, telegraph, and power transmission lines created in favor of the public or public utilities.

The above-described real estate is being acquired by the United States through the East Greenacres Irrigation District, for the Bureau of Reclamation, Department of the Interior.

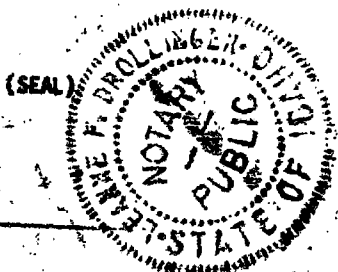
IN WITNESS WHEREOF, THE Grantors above named have hereunto set their hands and seals this 7 day of March 1978.

Edward F. Long  
Jeannette L. Long

STATE OF IDAHO }  
County of Kootenai } ss.

On this day personally appeared before me Edward F. & Jeannette L. Long to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this 8 day of March 1978.



Edward F. Drollinger  
Notary Public in and for the  
State of Idaho  
Residing at Post Falls

My commission expires: 2-7-79

EXHIBIT "A"

All that portion of the Southeast Quarter of Section 28, Township 51 North, Range 5 West, Kootenai County, Idaho, described as follows:

COMMENCING at the South Quarter corner of said Section 28; thence, South 88°49'08" East 817.00 feet; thence, North 19°08'46" East, 76 feet to the POINT OF BEGINNING; thence, North 19°08'46" East, 208.7 feet; thence, North 88°49'08" West, 208.7 feet; thence, South 19°08'46" West, 208.7 feet; thence South 88°49'08" East, 208.7 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for road and utilities purposes over, under, and across a strip of land 30 feet wide, the centerline of which is described as follows:

COMMENCING at the South Quarter corner of said Section 28; thence, South 88°49'08" East, 695 feet to the POINT OF BEGINNING of this centerline; thence, North 19°08'46" East, 76 feet to the POINT OF TERMINATION.

Filed and recorded at the request of East Greenacre Irrig. Dist.  
at 2 o'clock P. M., this 3<sup>rd</sup> day of July, 1978.  
By: Archie S. Jakobson  
Deputy  
Fee \$ 2.00

Carol Doitz  
Ex-Officio Auditor-Recorder  
Kootenai County, Idaho  
Return to \_\_\_\_\_

PO by 896 Post Falls Id  
83854



778421

WARRANTY DEED

BOOK 293 PAGE 409

For Value Received RUSSELL B. JOHNSON AND DORENE F. JOHNSON, husband and wife

the grantors do hereby grant, bargain, sell and convey unto

CECIL F. MCCRACKEN AND RESSIE L. MCCRACKEN, husband and wife whose address is: Rt 1 Box 1-H Post Falls, Idaho 83854 the grantees; the following described premises, in Kootenai County Idaho, to wit:

PARCEL 8:

That portion of the Southeast Quarter of Section 28, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at the South Quarter corner of said Section 28; thence North 88°49'08" East along the South line of said Section 28, a distance of 478.34 feet; thence North 19°08'46" East, 599.43 feet to the Southerly right of way line of the Spokane International Railroad; thence South 61°32'52" West along said right of way line, 765.05 feet to the West line of the Southeast Quarter of said Section 28; thence South along said West line, 191.93 feet to the POINT OF BEGINNING.

No mobile homes and limited to one single family dwelling with appropriate outbuildings per 5 acre parcel.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises; that they are free from all incumbrances except current taxes and easements of record or in view.

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: August 21, 1978

Dorene F. Johnson

Russell B. Johnson

STATE OF IDAHO, COUNTY OF Kootenai On this 21st day of August, 1978 before me, a notary public in and for said State, personally appeared Russell B. Johnson and Dorene F. Johnson

known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public Residing at ... Idaho Comm. Expires ...

STATE OF IDAHO, COUNTY OF Kootenai I hereby certify that this instrument was filed for record at the request of KOOTENAI COUNTY TITLE CO. at 15 minutes past 2 o'clock p.m., this AUG 21 1978 day of 19, in my office, and duly recorded in Book of Deeds at page

CAROL DEITZ Ex-Officio Recorder By ... Deputy. Fees \$ 100 Mail to:

INSTRUMENT NO



PIONEER NATIONAL  
TITLE INSURANCE

A TICO COMPANY

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

Filed and recorded at the request of KOOTENAI COUNTY TITLE CO.  
 at 2:15 o'clock P. M. this 18 day of AUG 21 1978  
 by Carol Deitz  
 Deputy

Carol Deitz  
 Deputy Recorder  
 Kootenai County, Idaho

BOOK 293 PAGE 412

AFTER RECORDING MAIL TO:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

778421

## Deed and Purchaser's Assignment of Real Estate Contract

FORM L-62R

THE GRANTOR MATTHEW T. KING AND JANET F. KING, husband and wife

for value received do hereby convey and quit claim to

ROBERT H. McCOY AND MARGARET A. McCOY, husband and wife, the grantee,  
2307 N. 4th St. Coeur d'Alene Idaho 83814  
 the following described real estate, situated in the County of Kootenai

Idaho  
 State of ~~Washington~~ including any interest therein which grantor may hereafter acquire:  
 That portion of the Southeast one-quarter of Section 28, Township 51,  
 North, Range 5 West of the Boise Meridian, Kootenai County, Idaho,  
 described as follows:

Commencing at the Southeast corner of said Section 28, thence  
 N88°49'08"W along the South line of said Section 28, a distance of  
 1272.21 feet to the True Point of Beginning for this description;  
 thence continuing along the South line of said Section 28, N88°49'08"W  
 a distance of 577.50 feet to a point; thence N19°08'46"E a distance of  
 853.62 feet to a point on the Southerly Right of Way of the Spokane  
 International Railroad; thence N60°24'27"E, along said Right of Way,  
 a distance of 560.21 feet to a point; thence leaving said Right of  
 Way, S9°49'49"W a distance of 1111.27 feet to the True Point of  
 Beginning, embracing an area of 10.90 acres, more or less.  
 Except 25 feet along the South side for purposes of County Road right  
 of way. No mobile homes and limited to one single family dwelling with  
 appropriate outbuildings per 5 acre parcel.

and do hereby assign, transfer and set over to the grantee that certain real  
 estate contract dated the 1st day of June, 1973  
 between ALVIN R. MASSIE AND YOLANDA M. MASSIE, husband and  
 as seller and H. A. EVEREST AND RACHEL EVEREST, husband and wife  
 as purchaser for the sale and purchase of the above described real estate. The grantee hereby assumes and agrees to  
 fulfill the conditions of said real estate contract.

Dated this 11th day of August, 1978  
Matthew T. King (SEAL)  
Janet F. King (SEAL)

Idaho  
 STATE OF ~~WASHINGTON~~,  
 County of Kootenai } ss.

On this day personally appeared before me Matthew T. King and Janet F. King  
 to me known to be the individuals described in and who executed the within and foregoing instrument, and  
 acknowledged that they signed the same as their free and voluntary act and deed, for the  
 uses and purposes therein mentioned.

GIVEN under my hand and official seal this

11th day of August, 1978  
Thomas J. [Signature]  
 Notary Public in and for the State of Washington, Idaho  
 residing at Coeur d'Alene



PIONEER NATIONAL  
TITLE INSURANCE

A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

778425

THIS SPACE RESERVED FOR RECORDER'S USE

ROOTENAI COUNTY TITLE CO.

AUG 21 1978

*Lucie Jackson*  
20

### Deed and Purchaser's Assignment of Real Estate Contract

FORM L-62R

THE GRANTOR MATTHEW T. KING AND JANET F. KING, husband and wife  
for value received do hereby convey and quit claim to  
RUSSELL B. JOHNSON AND DORENE F. JOHNSON, the grantee,  
2307 N. 4th St. Coeur d'Alene, Idaho 83814  
the following described real estate, situated in the County of Rootenai  
Idaho

State of ~~Washington~~ including any interest therein which grantor may hereafter acquire:

SEE EXHIBIT "A" ATTACHED.

and do hereby assign, transfer and set over to the grantee that certain real estate contract dated the 1st day of June 1973 between ALVIN R. MASSIE AND YOLANDA M. MASSIE, husband and wife as seller and H. A. EVEREST AND RACHEL EVEREST, husband and wife

as purchaser for the sale and purchase of the above described real estate. The grantee hereby assumes and agrees to fulfill the conditions of said real estate contract.

Dated this 11th day of August, 1978  
*Matthew T. King* (SEAL)  
*Janet F. King* (SEAL)

STATE OF ~~Washington~~ }  
County of Rootenai } ss.

On this day personally appeared before me *Matthew T. King and Janet F. King* and who executed the within and foregoing instrument, and acknowledged that *they* signed the same as *their* free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of August, 1978  
*Thomas [Signature]*  
Notary Public in and for the State of Washington, Idaho  
residing at *Coeur d'Alene*



# Kootenai Electric Cooperative, Inc.

"A Consumer Owned Electric Utility"

TELEPHONE 664-9191 ★ 117 COEUR D'ALENE AVE. ★ COEUR D'ALENE, IDAHO 83814

806290

ELECTRIC LINE - RIGHT-OF-WAY EASEMENT

BOOK 299 PAGE 203

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Roy R. Adkisson and Aradath Adkisson

(unmarried) (husband & wife) for a good and

valuable consideration, the receipt whereof is hereby acknowledged, do

hereby grant unto KOOTENAI ELECTRIC COOPERATIVE, INC. a cooperative corporation (hereinafter called the "Cooperative") whose post office address is \_\_\_\_\_, and to its successors

or assigns, the right to enter upon the lands of the undersigned, situated in the County of KOOTENAI, State of IDAHO,

Township 51 N, Range 5 W, Section 5E 2E, and more particularly

described as follows: Beginning at a point on the south line of said SE quarter, point bears N. 85° 49' 08" W, 1587.43' from the SE corner of said Sec. 28; thence N. 46° E. 1036.37' to a point on the southerly right of way line of the Spokane Int'l RR; thence S. 60° 07' 27" W. along said right of way 276.94'; thence S. 19° 08' 46" W. 553.62' to a point on the south line of said SE quarter; thence S. 85° 49' 08" E, along said south line to the point of beginning.

*John J. ...*

and to construct, operate and maintain an electric transmission and / or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Roy R. Adkisson (L.S.)

\_\_\_\_\_ (L.S.)

STATE OF IDAHO }  
County of \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ he executed the same.

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

Notary Public for the State of  
\_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_

808253

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
EAST GREENACRES UNIT  
RATHDRUM PRAIRIE PROJECT  
Post Falls, Idaho 83854

BOOK 299 PAGE 543

DONATION EASEMENT DEED

FOR AND IN CONSIDERATION of benefits to be derived by the Grantors from having a domestic and/or irrigation water turnout on the Project facilities owned by the Grantee in the East Greenacres Unit, Rathdrum Prairie Project, Idaho, the undersigned,

Roy R. Adkisson

do hereby DONATE, GRANT, and CONVEY to THE UNITED STATES OF AMERICA, its successors and assigns, a perpetual right-of-way and easement for it or them or their contractors to enter upon, survey, construct, reconstruct, operate, inspect, maintain, and remove a water pipeline turnout and appurtenances upon the following described property which is situated in Kootenai County, State of Idaho, together with the right of ingress and egress thereto, to-wit:

A piece of ground 20' in all directions from the centerline of the turnout pipe and appurtenances and located in: SEE ATTACHED

The grant of easement herein contained is subject to presently used rights-of-way for canals, ditches, flumes, pipelines, railroads, highways, roads, telephone, telegraph, and power transmission lines created in favor of the public or public utilities.

The above-described real estate is being acquired by the United States through the East Greenacres Irrigation District, for the Bureau of Reclamation, Department of the Interior.

IN WITNESS WHEREOF, THE Grantors above named have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 197\_\_.

*Roy R. Adkisson*

STATE OF IDAHO }  
County of KOOTENAI } ss.

On this day personally appeared before me *ROY R. Adkisson*

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that *he* signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this *19<sup>th</sup>* day of *MAY* 197*9*.



*Kathleen A. Edwards*  
Notary Public in and for the  
State of IDAHO  
Residing at RATHDRUM

My commission expires:

*E. Adams*  
*Nancy*  
JUN 8 1979  
2:45  
P.O. Box 896, Post Falls, Idaho

Roy R. Adkisson

A portion of the Southeast Quarter of Section 28, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at a point on the South line of said Southeast Quarter, which point bears North  $88^{\circ}49'08''$  West, 1587.93 feet from the Southeast corner of said Section 28; thence, North  $19^{\circ}08'46''$  East, 1056.37 feet to a point on the Southerly right of way line of the Spokane International Railroad; thence, South  $60^{\circ}27'27''$  West, along said right of way 376.94 feet; thence, South  $19^{\circ}08'46''$  West, 853.62 feet to a point on the South line of said Southeast Quarter; thence, South  $88^{\circ}49'08''$  East, along said South line 261.33 feet to the POINT OF BEGINNING.

1386976

ENCROACHMENT AGREEMENT

When Recorded Please Return To:  
CONOCO INC.  
Real Property Administration  
P. O. Box 1267  
Ponca City, OK 74603

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, YELLOWSTONE PIPE LINE COMPANY (YPL), a Delaware corporation with offices located in Ponca City, Oklahoma (Attn: Manager RPA, P.O. Box 1267, Ponca City, OK 74602-1267), is the present owner of a right of way easement (right of way), crossing over the land of Patrick R. Maher, the undersigned (Landowner); and

WHEREAS, said right of way was acquired by that certain grant to YPL dated October 20, 1953 and recorded December 22, 1953, as Entry No. 278422 in Book 157, Page 62, of Official Records in Kootenai County, Idaho and affects the title to the following described property now vested in the Landowner;

South ½ of the Southeast ¼, Section 28, Township 51 North, Range 5 West, Kootenai County, Idaho; and

WHEREAS, said right of way provides that no structure or improvement may be erected upon or made on the surface of said right of way; and

WHEREAS, Landowner has requested that a certain encroachment (such construction) be permitted upon and across said right of way which encroachment is described as follows:

A 30-foot by 40-foot shop building to be constructed a minimum of 18 feet from the YPL 10-inch mainline.

NOW, THEREFORE, notwithstanding any of the provisions contained in said right of way which prohibits such construction, YPL hereby consents and agrees, insofar as YPL has the lawful right so to do, to the continued existence of such construction partly within the right of way area, subject to the following terms and conditions:

1. It is understood and agreed that, except as specifically permitted herein, Landowner shall not erect, construct or create any building, house, improvement, structure, or obstruction of any kind within said right of way area, or cause or permit such work or said acts to be done by others. The Landowner shall assume, indemnify, defend, and save harmless YPL, its successors and assigns, and its parent company, from any and all cost, loss, damage, expense or claim of any

28630

1386976

kind or nature whatsoever arising from any act of Landowner in connection with such construction or from the continued existence of such construction permitted hereunder.

- 2. If YPL deems it necessary to remove any portion of such construction to gain access to its pipelines for repair, maintenance, or for any other purpose whatsoever, or in exercising any rights granted to it by the right of way, YPL may remove same, and after YPL has completed the work, Landowner agrees to perform any replacement necessary at their sole cost and expense. YPL shall not be responsible or liable to Landowner for any damage caused by such construction in the performance of the work done by YPL.
- 3. Landowner shall pay for any and all damages to YPL's pipeline or pipelines and shall hold YPL harmless and defend YPL from and against any and all loss or liability resulting from injury to or death of any person or persons, including Landowner, or damage to any property of any person, including Landowner's property, where such damage, injury or death result from Landowner's use of said right of way area of such construction.
- 4. It is understood and agreed that the above-described right of way shall remain in full force and effect except as set forth herein.
- 5. This Encroachment Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

Executed this 10th day of Sept, 19 93.

WITNESS

James F. Franchini

LANDOWNER

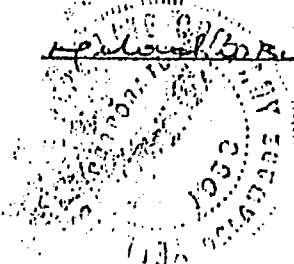
By: Patrick R. Maher

Printed Name: Patrick R. Maher

Title: Owner

ATTEST

William M. Hicks



YELLOWSTONE PIPE LINE COMPANY

By: W M Hicks HS

Printed Name: W M Hicks

Title: PRESIDENT

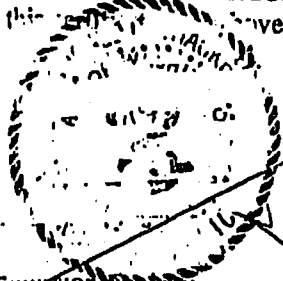


STATE OF \_\_\_\_\_ §  
\_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

1386976

On this 1 day of \_\_\_\_\_, 19\_\_\_\_ before me a notary public in and for said county and state, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of YELLOWSTONE PIPE LINE COMPANY, the corporation that executed the above instrument, or the person that executed the instrument on behalf of said corporation, and acknowledged to me that he executed the same.

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



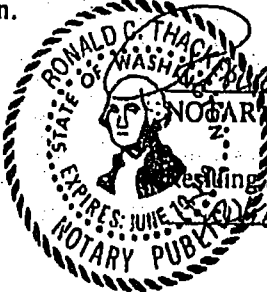
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at:  
\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

STATE OF WASHINGTON §  
\_\_\_\_\_ §  
COUNTY OF SPOKANE §

On this 10th day of September, 1992, before me a notary public in and for said county and state, personally appeared PATRICK R. MAMER, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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



\_\_\_\_\_  
NOTARY PUBLIC  
Residing at:  
Spokane, WA 99206

My Commission Expires:  
\_\_\_\_\_

6/10/96

Document No. 28630  
System/Subsystem YPI/001  
Pipe Size 10"  
Tract No. 9999.999  
Rods Purchased N/A  
Check No. N/A  
Charge EXP 412-69-7114-2-6002-570-61-

STATE OF Texas §

1386976

COUNTY OF Harris §

On this 17<sup>th</sup> day of June, 1994, before me a notary public in and for said county and state, personally appeared William M. Hicks known to me to be the President of YELLOWSTONE PIPE LINE COMPANY, the corporation that executed the above instrument, or the person that executed the instrument on behalf of said corporation, and acknowledged to me that he executed the same.

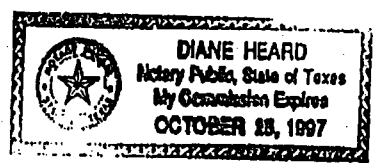
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Diane Heard  
NOTARY PUBLIC

Residing at: Harris County, Texas

My Commission Expires:

\_\_\_\_\_



STATE OF IDAHO }  
COUNTY OF KOOTENAI } ss  
AT THE REQUEST OF CONOCO INC  
FEB 3 11 43 AM '95  
TOM ADKINS, Diane  
FEE\$ 12.00 DEPUTY



100 Wallace Avenue  
Coeur d'Alene, ID 83814

ELECTRONICALLY RECORDED-DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

JIM BRANNON 1 P 2445390000  
KOOTENAI COUNTY RECORDER  
JAJ 2/5/2014 10:36 AM  
REQ OF PIONEER TITLE KOOTENAI  
COUNTY  
RECORDING FEE: \$10.00 DD  
Electronically Recorded

File No. 545794

**WARRANTY DEED**

For Value Received

Mark Ralph Smith an unmarried man

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

William C. Hathaway and Ute E. Hathaway, husband and wife

hereinafter referred to as Grantee, whose current address is 1421 West Poleline Avenue Post Falls, ID 83854

The following described premises, to-wit:

Lot 1, Block 1, Mica Acres, according to the plat thereof, filed in Book F of Plats at page(s) 60, records of Kootenai County, Idaho.

SUBJECT TO that certain Deed of Trust dated May 16, 2005 and recorded  
ay 26, 2005, as Instrument No. 1952553, records of Kootenai County, ID.

Buyer Initials WCH UEH

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

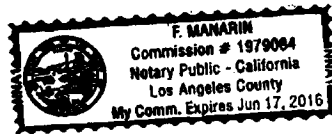
Dated: January 31, 2014

Mark Ralph Smith  
Mark Ralph Smith

State of CA, County of LOS ANGELES

On this 1 day of FEBRUARY in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Ralph Smith known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

F. Manarin  
Residing at: EAST N. MILLS AVE. CLAREMONT, CA - 91711  
Commission Expires: JUNE 17, 2016





100 Wallace Avenue/ Coeur d Alene, Idaho

Order No. 134782

DANIEL J. ENGLISH IP I 2242625000
KOOTENAI CO. RECORDER Page 1 of 1
AAA Date 11/23/2009 Time 12:04:32
REC-REQ OF PIONEER TITLE COMPANY
RECORDING FEE: 3.00
2242625000 DD 2

WARRANTY DEED

For Value Received

Raymond L. Dyck, a single man who shown of record as Ray L. Dyck

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Brett E. Hargrave and Kimberly J. Hargrave, husband and wife

hereinafter referred to as Grantee, whose current address is

1349 W. Poleline Avenue, Post Falls, ID 83854

the following described premises, to-wit:

Lot 2, Block 1, MICA ACRES, according to the plat recorded in the office of the County Recorder in Book "F" of Plats at Page 60, records of Kootenai County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: November 23, 2009

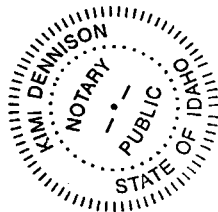
Raymond L. Dyck by
By: Nancy Gail Schoonmaker POA
Raymond L. Dyck, by
Nancy Gail Schoonmaker, Power of Attorney

STATE OF IDAHO

ss.

COUNTY OF KOOTENAI

On this 24th day of November, in the year of 2009, before me, the undersigned, a Notary Public, personally appeared Nancy Gail Schoonmaker, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Raymond L. Dyck and acknowledged to me that he/she/they subscribed the name(s) of Raymond L. Dyck thereto as principal, and his/her/their own name as attorney in fact.



Kimi Dennison
Kimi Dennison
Notary Public of Idaho
Residing at Rathdrum
Commission expires: September 2, 2015

Tax Record

DATA AS OF: 4/26/2022 1:53:56 AM PDT

PIN Number 053200010010	Alternate ID 117946	Tax Roll Real Property
----------------------------	------------------------	---------------------------

<b>Current Owner</b> HATHAWAY WILLIAM C 1421 W POLELINE AVE POST FALLS ID 83854	<b>Owner Information Owner of Record</b> HATHAWAY WILLIAM C	<b>Lender</b>
--	--	---------------

<b>SITUS</b> 1421 W POLELINE AVE <b>LEGAL DESCRIPTION</b> MICA ACRES, LT 1 BLK 1	<b>Location / Description TAG</b> 073000
---	---

<b>TaxYear: 2021</b>	<b>Bill Number: 220750</b>	<b>Tax Bill ID: 2888207</b>
Installment		
<b>Period</b> Inst 2	<b>Due Date</b> 6/20/2022	<b>Tax</b> \$1,003.30
		<b>Penalty/Fee</b> \$0.00
		<b>Interest</b> \$0.00
		<b>Total Due</b> \$1,003.30
		<b>Current Year</b> \$1,003.30
		<b>Prior Year Taxes Due</b>

NO DELINQUENT TAXES

Year / Bill Number 2021 / 220750 ▾

Authority	Assessment Information			Gross	Credits	Savings	Net Tax
	Exempt	Taxable	Rate				
<b>1-KOOTENAI CO</b>							
PARKS & REC	125,000	300,613	0.00001535	4.61	0.00	1.92	4.61
LIABILITY INSURANCE	125,000	300,613	0.000028875	8.68	0.00	3.61	8.68
COUNTY FAIR	125,000	300,613	0.000004502	1.35	0.00	0.56	1.35
HISTORICAL SOCIETY	125,000	300,613	0.000000822	0.25	0.00	0.10	0.25
DISTRICT COURT	125,000	300,613	0.000228862	68.80	0.00	28.61	68.80
AIRPORT	125,000	300,613	0.000004915	1.48	0.00	0.61	1.48
CURRENT EXPENSE	125,000	300,613	0.000243433	73.18	0.00	30.43	73.18
HEALTH UNIT	125,000	300,613	0.000029414	8.84	0.00	3.68	8.84
NOXIOUS WEEDS	125,000	300,613	0.000013037	3.92	0.00	1.63	3.92
JUSTICE FUND	125,000	300,613	0.001305439	392.43	0.00	163.18	392.43
REVALUATION	125,000	300,613	0.000113459	34.11	0.00	14.18	34.11
INDIGENT	125,000	300,613	0	0.00	0.00	0.00	0.00
<b>225-PF HIGHWAY #1</b>							
HD#1-POST FALLS-TORT	125,000	300,613	0.000005347	1.61	0.00	0.67	1.61
HD#1-POST FALLS-M&O	125,000	300,613	0.000085368	25.66	0.00	10.67	25.66
HD#1-POST FALLS-SPECIAL BRIDGE	125,000	300,613	0.000257824	77.51	0.00	32.23	77.51
<b>255-KC FIRE &amp; RESCUE</b>							
KOOTENAI CO FIRE & RESCUE	125,000	300,613	0.001618203	486.45	0.00	202.28	486.45
<b>271-COMM LIBRARY NET J</b>							
KOOTENAI CONSOLIDATED LIBRARY	125,000	300,613	0.000236	70.94	0.00	29.50	70.94
<b>272-COMM LIB NET-BOND J</b>							
KOOTENAI CONSOLIDATED LIBRARY	125,000	300,613	0.000016617	5.00	0.00	2.08	5.00
<b>351-N ID COLLEGE</b>							
NORTH IDAHO COLLEGE	125,000	300,613	0.000649505	195.25	0.00	81.19	195.25
<b>354-KOOTENAI-EMS</b>							
KOOTENAI CO EMS 47173	125,000	300,613	0.000115613	34.75	0.00	14.45	34.75
<b>457-SOLID WASTE-S/A</b>							

SOLID WASTE FEES	0	1	88	88.00	0.00	0.00	88.00
<b>232-SCHOOL DIST #273-BOND</b>							
SCHOOL DIST #273-POST FALLS	125,000	300,613	0.000521095	156.65	0.00	65.14	156.65
<b>232-SCHOOL DIST#273-OTHER</b>							
SCHOOL DIST #273-POST FALLS	125,000	300,613	0.000014919	4.48	0.00	1.86	4.48
<b>232-SCHOOL DIST #273-SUPP</b>							
SCHOOL DIST #273-POST FALLS SUPP	125,000	300,613	0.00085461	256.91	0.00	106.83	256.91
<b>490-S/A-Aquifer Prot District</b>							
Aquifer Protection District	0	6	1	5.74	0.00	0.00	5.74
						<b>Total Net Tax</b>	<b>2,006.60</b>

Payment Information

Last Paid	Tax Year	Amount Paid	Receipt Number
12/14/2021	2021	\$1,003.30	B21.11173
<b>By Whom</b> Corelogic			
6/15/2021	2020	\$927.38	B20.39315
<b>By Whom</b> Corelogic			
12/14/2020	2020	\$927.39	U20.11321
<b>By Whom</b> PLATINUM HOME MORTGAGE			
11/26/2019	2019	\$1,777.12	U19.6824
<b>By Whom</b> PIONEER TITLE-LONG TERM ESCROW			
12/20/2018	2018	\$1,725.84	U18.15396
<b>By Whom</b> PIONEER TITLE Co			
11/22/2017	2017	\$1,725.32	U17.4504
<b>By Whom</b> PIONEER TITLE- LONG TERM ESCROW			
12/20/2016	2016	\$1,482.48	U16.14145
<b>By Whom</b> Pioneer Title-Long Term Escrow			

**Parcel**

<b>Parcel Number</b> 053200010010	<b>AIN</b> 117946	<b>Situs Address</b> 1421 W POLELINE AVE, POST FALLS	<b>Data as of</b> 4/23/2022
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Owner Information

<b>Owner Name</b>	HATHAWAY WILLIAM C HATHAWAY UTE E
<b>Owner Address</b>	1421 W POLELINE AVE POST FALLS ID 83854
<b>Transfer Date</b>	01/01/2014
<b>Document #</b>	
<b>Deed Book/Page</b>	

Location / Description

<b>Tax Authority Group</b>	073000	<b>Current Legal Desc.</b>	MICA ACRES, LT 1 BLK 1 28 51N 05W
<b>Situs Address</b>	1421 W POLELINE AVE, POST FALLS		
<b>Acreage</b>	4.3270		

Parcel Type

<b>Property Class Code</b>	537- Imp res rural sub
<b>Neighborhood Code</b>	2023 CENTRAL PRAIRIE-WEST

Assessment Information

<b>Appraisal Date</b>	07-13-2021	<b>Current Year</b>	2021	<b>Prior Year</b>	2020
<b>Market Value Land</b>	\$214,753	<b>Homeowners Eligible Amt Land</b>	\$175,500	<b>Homeowners Eligible Amt Land</b>	\$148,500
<b>Market Value Improvement</b>	\$210,860	<b>Homeowners Eligible Amt Imp</b>	\$210,860	<b>Homeowners Eligible Amt Imp</b>	\$172,350
<b>Total Market Value</b>	\$425,613	<b>Sum Homeowners Eligible Amt</b>	\$386,360	<b>Sum Homeowners Eligible Amt</b>	\$320,850
		<b>Homeowners Exemption Allowed</b>	\$125,000	<b>Homeowners Exemption Allowed</b>	\$100,000
<b>Acreage</b>	4.3270	<b>Total Market Value</b>	\$425,613	<b>Total Market Value</b>	\$347,019
		<b>Homeowners Exemption Allowed</b>	\$125,000	<b>Homeowners Exemption</b>	\$100,000
		<b>Ag/Timber Exemption</b>	\$0	<b>Ag/Timber Exemption</b>	\$0
		<b>Other Exemptions</b>	\$0	<b>Other Exemptions</b>	\$0
		<b>Net Taxable Value</b>	\$300,613	<b>Net Taxable Value</b>	\$247,019

Tax Record

DATA AS OF: 4/26/2022 1:53:56 AM PDT

PIN Number	Alternate ID	Tax Roll
053200010020	135076	Real Property

<b>Current Owner</b>	<b>Owner Information</b>	<b>Lender</b>
HARGRAVE BRETT E 57 TWIN OAKS LN TOOELE UT 84074-9645	<b>Owner of Record</b> HARGRAVE BRETT E	

<b>SITUS</b> 1349 W POLELINE AVE <b>LEGAL DESCRIPTION</b> MICA ACRES, LT 2 BLK 1	<b>Location / Description</b> <b>TAG</b> 073000
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TaxYear: 2021      Bill Number: 221176      Tax Bill ID: 2888208

		Installment			Total Due
Period	Due Date	Tax	Penalty/Fee	Interest	
Inst 1	12/20/2021	\$1,497.03	\$29.94	\$58.23	\$1,585.20
Inst 2	6/20/2022	\$1,497.02	\$0.00	\$0.00	\$1,497.02
				<b>Current Year</b>	<b>\$3,082.22</b>
Prior Year Taxes Due					

NO DELINQUENT TAXES

Year / Bill Number 2021 / 221176 v

Authority	Assessment Information			Gross	Credits	Savings	Net Tax
	Exempt	Taxable	Rate				
<b>1-KOOTENAI CO</b>							
HEALTH UNIT	0	455,794	0.000029414	13.41	0.00	0.00	13.41
PARKS & REC	0	455,794	0.00001535	7.00	0.00	0.00	7.00
LIABILITY INSURANCE	0	455,794	0.000028875	13.16	0.00	0.00	13.16
CURRENT EXPENSE	0	455,794	0.000243433	110.96	0.00	0.00	110.96
DISTRICT COURT	0	455,794	0.000228862	104.31	0.00	0.00	104.31
AIRPORT	0	455,794	0.000004915	2.24	0.00	0.00	2.24
COUNTY FAIR	0	455,794	0.000004502	2.05	0.00	0.00	2.05
HISTORICAL SOCIETY	0	455,794	0.000000822	0.37	0.00	0.00	0.37
NOXIOUS WEEDS	0	455,794	0.000013037	5.94	0.00	0.00	5.94
JUSTICE FUND	0	455,794	0.001305439	595.01	0.00	0.00	595.01
REVALUATION	0	455,794	0.000113459	51.71	0.00	0.00	51.71
INDIGENT	0	455,794	0	0.00	0.00	0.00	0.00
<b>225-PF HIGHWAY #1</b>							
HD#1-POST FALLS-M&O	0	455,794	0.000085368	38.91	0.00	0.00	38.91
HD#1-POST FALLS-SPECIAL BRIDGE	0	455,794	0.000257824	117.51	0.00	0.00	117.51
HD#1-POST FALLS-TORT	0	455,794	0.000005347	2.44	0.00	0.00	2.44
<b>255-KC FIRE &amp; RESCUE</b>							
KOOTENAI CO FIRE & RESCUE	0	455,794	0.001618203	737.57	0.00	0.00	737.57
<b>271-COMM LIBRARY NET J</b>							
KOOTENAI CONSOLIDATED LIBRARY	0	455,794	0.000236	107.57	0.00	0.00	107.57
<b>272-COMM LIB NET-BOND J</b>							
KOOTENAI CONSOLIDATED LIBRARY	0	455,794	0.000016617	7.57	0.00	0.00	7.57
<b>351-N ID COLLEGE</b>							
NORTH IDAHO COLLEGE	0	455,794	0.000649505	296.04	0.00	0.00	296.04
<b>354-KOOTENAI-EMS</b>							
KOOTENAI CO EMS 47173	0	455,794	0.000115613	52.70	0.00	0.00	52.70



<b>457-SOLID WASTE-S/A</b>								
SOLID WASTE FEES	0	1	88	88.00	0.00	0.00	88.00	
<b>232-SCHOOL DIST #273-BOND</b>								
SCHOOL DIST #273-POST FALLS	0	455,794	0.000521095	237.51	0.00	0.00	237.51	
<b>232-SCHOOL DIST#273-OTHER</b>								
SCHOOL DIST #273-POST FALLS	0	455,794	0.000014919	6.80	0.00	0.00	6.80	
<b>232-SCHOOL DIST #273-SUPP</b>								
SCHOOL DIST #273-POST FALLS SUPP	0	455,794	0.00085461	389.53	0.00	0.00	389.53	
<b>490-S/A-Aquifer Prot District</b>								
Aquifer Protection District	0	6	1	5.74	0.00	0.00	5.74	
							<b>Total Net Tax</b>	<b>2,994.05</b>

Payment Information

Last Paid	Tax Year	Amount Paid	Receipt Number
12/8/2020	2019	\$1,326.31	B20.18937
<b>By Whom</b> NORTH IDAHO ADVANCEMENT FUND LLC			
12/8/2020	2020	\$2,356.62	B20.18937
<b>By Whom</b> NORTH IDAHO ADVANCEMENT FUND LLC			
12/20/2019	2019	\$1,168.53	B19.14011
<b>By Whom</b> Corelogic			
6/20/2019	2018	\$1,169.06	B18.26081
<b>By Whom</b> Corelogic			
12/20/2018	2018	\$1,169.06	B18.6048
<b>By Whom</b> Corelogic			
9/10/2018	2017	\$2.74	U17.48956
<b>By Whom</b> HOMEBRIDGE FINANCIAL SERVICES, INC.			
5/21/2018	2016	\$345.23	U17.31823
<b>By Whom</b> Homebridge Financial Svc Inc			
5/21/2018	2017	\$2,440.38	U17.31823
<b>By Whom</b> Homebridge Financial Svc Inc			
12/20/2017	2016	\$711.74	B17.24202
<b>By Whom</b> Lerela LLC			
6/20/2017	2016	\$606.13	B17.24198
<b>By Whom</b> WELLS FARGO			
12/20/2016	2016	\$606.14	B17.24197
<b>By Whom</b> WELLS FARGO			

*Parcel*

<b>Parcel Number</b> 053200010020	<b>AIN</b> 135076	<b>Situs Address</b> 1349 W POLELINE AVE, POST FALLS	<b>Data as of</b> 4/23/2022
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Owner Information

<b>Owner Name</b>	HARGRAVE BRETT E HARGRAVE KIMBERLY J
<b>Owner Address</b>	57 TWIN OAKS LN TOOELE UT 84074-9645
<b>Transfer Date</b>	11/25/2009
<b>Document #</b>	
<b>Deed Book/Page</b>	

Location / Description

<b>Tax Authority Group</b>	073000	<b>Current Legal Desc.</b>	MICA ACRES, LT 2 BLK 1 28 51N 05W
<b>Situs Address</b>	1349 W POLELINE AVE, POST FALLS		
<b>Acreage</b>	5.3034		

Parcel Type

<b>Property Class Code</b>	537- Imp res rural sub
<b>Neighborhood Code</b>	2023 CENTRAL PRAIRIE-WEST

Assessment Information

		<b>Current Year</b>	2021	<b>Prior Year</b>	2020
<b>Appraisal Date</b>	07-13-2021				
<b>Market Value Land</b>	\$273,114	<b>Homeowners Eligible Amt Land</b>	\$0	<b>Homeowners Eligible Amt Land</b>	\$0
<b>Market Value Improvement</b>	\$182,680	<b>Homeowners Eligible Amt Imp</b>	\$0	<b>Homeowners Eligible Amt Imp</b>	\$0
<b>Total Market Value</b>	\$455,794	<b>Sum Homeowners Eligible Amt</b>	\$0	<b>Sum Homeowners Eligible Amt</b>	\$0
		<b>Homeowners Exemption Allowed</b>	\$0	<b>Homeowners Exemption Allowed</b>	\$0
<b>Acreage</b>	5.3034	<b>Total Market Value</b>	\$455,794	<b>Total Market Value</b>	\$317,416
		<b>Homeowners Exemption Allowed</b>	\$0	<b>Homeowners Exemption</b>	\$0
		<b>Ag/Timber Exemption</b>	\$0	<b>Ag/Timber Exemption</b>	\$0
		<b>Other Exemptions</b>	\$0	<b>Other Exemptions</b>	\$0
		<b>Net Taxable Value</b>	\$455,794	<b>Net Taxable Value</b>	\$317,416

## Hargrave-Hathaway Annexation and Subdivision

### Open Space Summary

The proposed subdivision provides a minimum of 7% (29,272 square feet) of centrally located and dispersed open space designated for recreational use by the subdivision and surrounding community.

Phase I open space is approximately 5,335 square feet and is located on the corner of Private Road C and Miss Hana Ave. This space is centrally located to phase one homes off of Private Road B and C. The intent for this space is to serve as either a community garden, dog park, or play structure for children. This area provides ten parking spaces and is connected via sidewalk to both the Hargrave-Hathaway subdivision and the Black Stallion subdivision to the east.

Phase II open space consists of a “u” shaped common area located south of Miss Hana Ave and north of the commercial space. This space is central to the entire subdivision and collectively equals approximately 11,996 square feet. It is accessible through the commercial space and by foot on the interconnecting subdivision sidewalks and will have a meandering sidewalk (as shown on the open space map) . The intent for this green space is to serve as either a garden, natural area, play structure for children, or a pet area.

Phase III open space is approximately 13,968 square feet and is located on the northwest side of Miss Hana. This open space borders the railroad to the north and joins the 2 parking spaces off of private road A. The two overflow parking spaces 8 overflow parking spaces to the east. It is more private and would lend nicely to a dog park, picnic benches, or natural area.

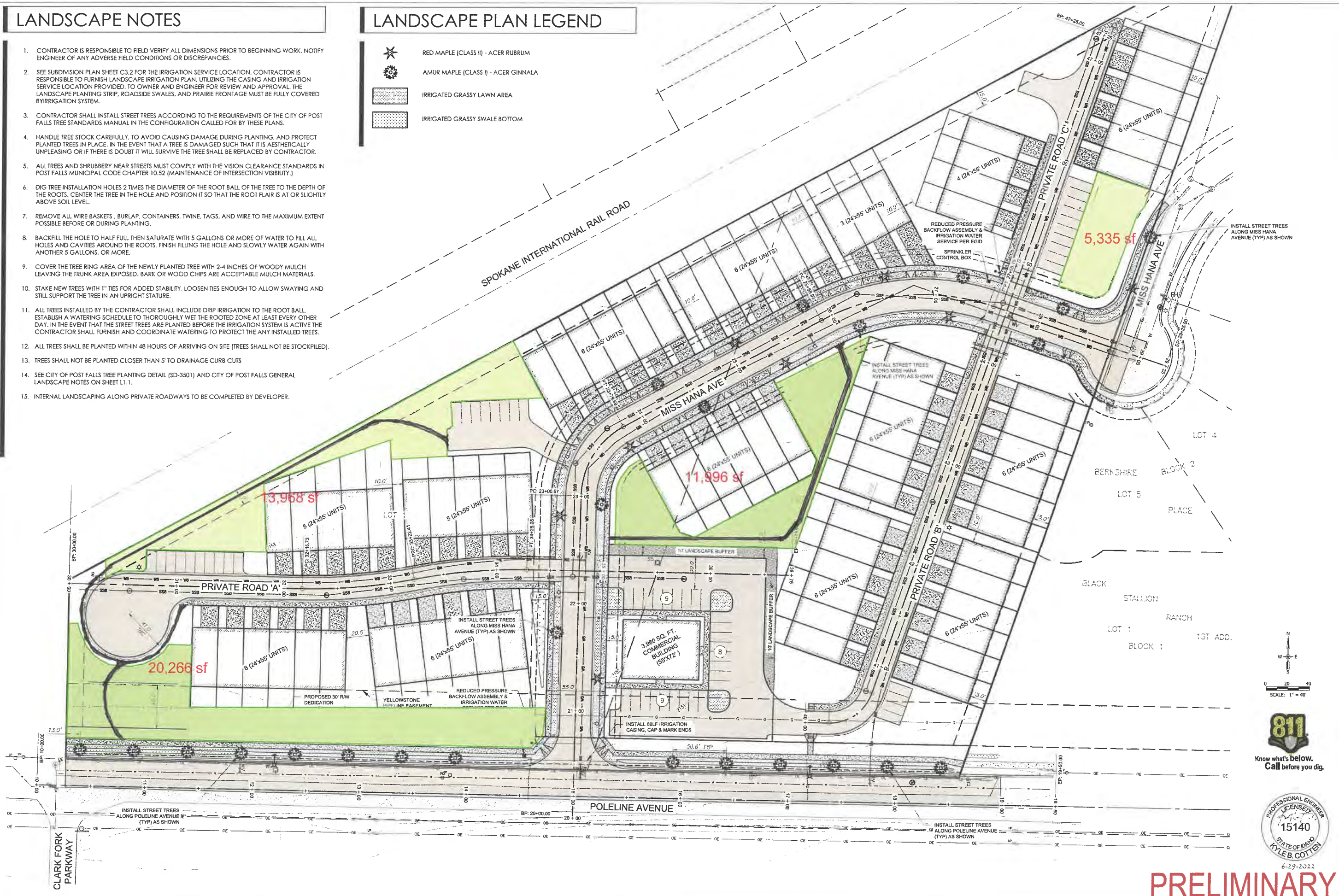
Additionally there will be a large green space provided along the south side of the units on Private Road A and the north side of Poleline Ave. This area is approximately 31 feet deep x over 400 feet and the square footage is approximately 20,266. This area will have a pedestrian connection from the cul de sac at the end of Private Road A and the main sidewalk along Poleline Ave.

# LANDSCAPE NOTES

- CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS PRIOR TO BEGINNING WORK. NOTIFY ENGINEER OF ANY ADVERSE FIELD CONDITIONS OR DISCREPANCIES.
- SEE SUBDIVISION PLAN SHEET C3.2 FOR THE IRRIGATION SERVICE LOCATION. CONTRACTOR IS RESPONSIBLE TO FURNISH LANDSCAPE IRRIGATION PLAN, UTILIZING THE CASING AND IRRIGATION SERVICE LOCATION PROVIDED. TO OWNER AND ENGINEER FOR REVIEW AND APPROVAL. THE LANDSCAPE PLANTING STRIP, ROADSIDE SWALES, AND PRAIRIE FRONTAGE MUST BE FULLY COVERED BY IRRIGATION SYSTEM.
- CONTRACTOR SHALL INSTALL STREET TREES ACCORDING TO THE REQUIREMENTS OF THE CITY OF POST FALLS TREE STANDARDS MANUAL IN THE CONFIGURATION CALLED FOR BY THESE PLANS.
- HANDLE TREE STOCK CAREFULLY, TO AVOID CAUSING DAMAGE DURING PLANTING, AND PROTECT PLANTED TREES IN PLACE. IN THE EVENT THAT A TREE IS DAMAGED SUCH THAT IT IS AESTHETICALLY UNPLEASING OR IF THERE IS DOUBT IT WILL SURVIVE THE TREE SHALL BE REPLACED BY CONTRACTOR.
- ALL TREES AND SHRUBBERY NEAR STREETS MUST COMPLY WITH THE VISION CLEARANCE STANDARDS IN POST FALLS MUNICIPAL CODE CHAPTER 10.52 (MAINTENANCE OF INTERSECTION VISIBILITY.)
- DIG TREE INSTALLATION HOLES 2 TIMES THE DIAMETER OF THE ROOT BALL OF THE TREE TO THE DEPTH OF THE ROOTS. CENTER THE TREE IN THE HOLE AND POSITION IT SO THAT THE ROOT FLAIR IS AT OR SLIGHTLY ABOVE SOIL LEVEL.
- REMOVE ALL WIRE BASKETS, BURLAP, CONTAINERS, TWINE, TAGS, AND WIRE TO THE MAXIMUM EXTENT POSSIBLE BEFORE OR DURING PLANTING.
- BACKFILL THE HOLE TO HALF FULL THEN SATURATE WITH 5 GALLONS OR MORE OF WATER TO FILL ALL HOLES AND CAVITIES AROUND THE ROOTS. FINISH FILLING THE HOLE AND SLOWLY WATER AGAIN WITH ANOTHER 5 GALLONS, OR MORE.
- COVER THE TREE RING AREA OF THE NEWLY PLANTED TREE WITH 2-4 INCHES OF WOODY MULCH LEAVING THE TRUNK AREA EXPOSED. BARK OR WOOD CHIPS ARE ACCEPTABLE MULCH MATERIALS.
- STAKE NEW TREES WITH 1" TIES FOR ADDED STABILITY. LOOSEN TIES ENOUGH TO ALLOW SWAYING AND STILL SUPPORT THE TREE IN AN UPRIGHT STATURE.
- ALL TREES INSTALLED BY THE CONTRACTOR SHALL INCLUDE DRIP IRRIGATION TO THE ROOT BALL. ESTABLISH A WATERING SCHEDULE TO THOROUGHLY WET THE ROOTED ZONE AT LEAST EVERY OTHER DAY. IN THE EVENT THAT THE STREET TREES ARE PLANTED BEFORE THE IRRIGATION SYSTEM IS ACTIVE THE CONTRACTOR SHALL FURNISH AND COORDINATE WATERING TO PROTECT THE ANY INSTALLED TREES.
- ALL TREES SHALL BE PLANTED WITHIN 48 HOURS OF ARRIVING ON SITE (TREES SHALL NOT BE STOCKPILED).
- TREES SHALL NOT BE PLANTED CLOSER THAN 5' TO DRAINAGE CURB CUTS
- SEE CITY OF POST FALLS TREE PLANTING DETAIL (SD-3501) AND CITY OF POST FALLS GENERAL LANDSCAPE NOTES ON SHEET L1.1.
- INTERNAL LANDSCAPING ALONG PRIVATE ROADWAYS TO BE COMPLETED BY DEVELOPER.

# LANDSCAPE PLAN LEGEND

- RED MAPLE (CLASS II) - ACER RUBRUM
- AMUR MAPLE (CLASS II) - ACER GINNALA
- IRRIGATED GRASSY LAWN AREA
- IRRIGATED GRASSY SWALE BOTTOM



1" INCH AT 28' X 34'

KYLE COTTEN CONSULTING  
2600A EAST SELTICE #323  
POST FALLS, IDAHO 83854

KCC

H2 SURVEYING  
7600 N. MINERAL DR., STE. 900  
COEUR D'ALENE, IDAHO 83815

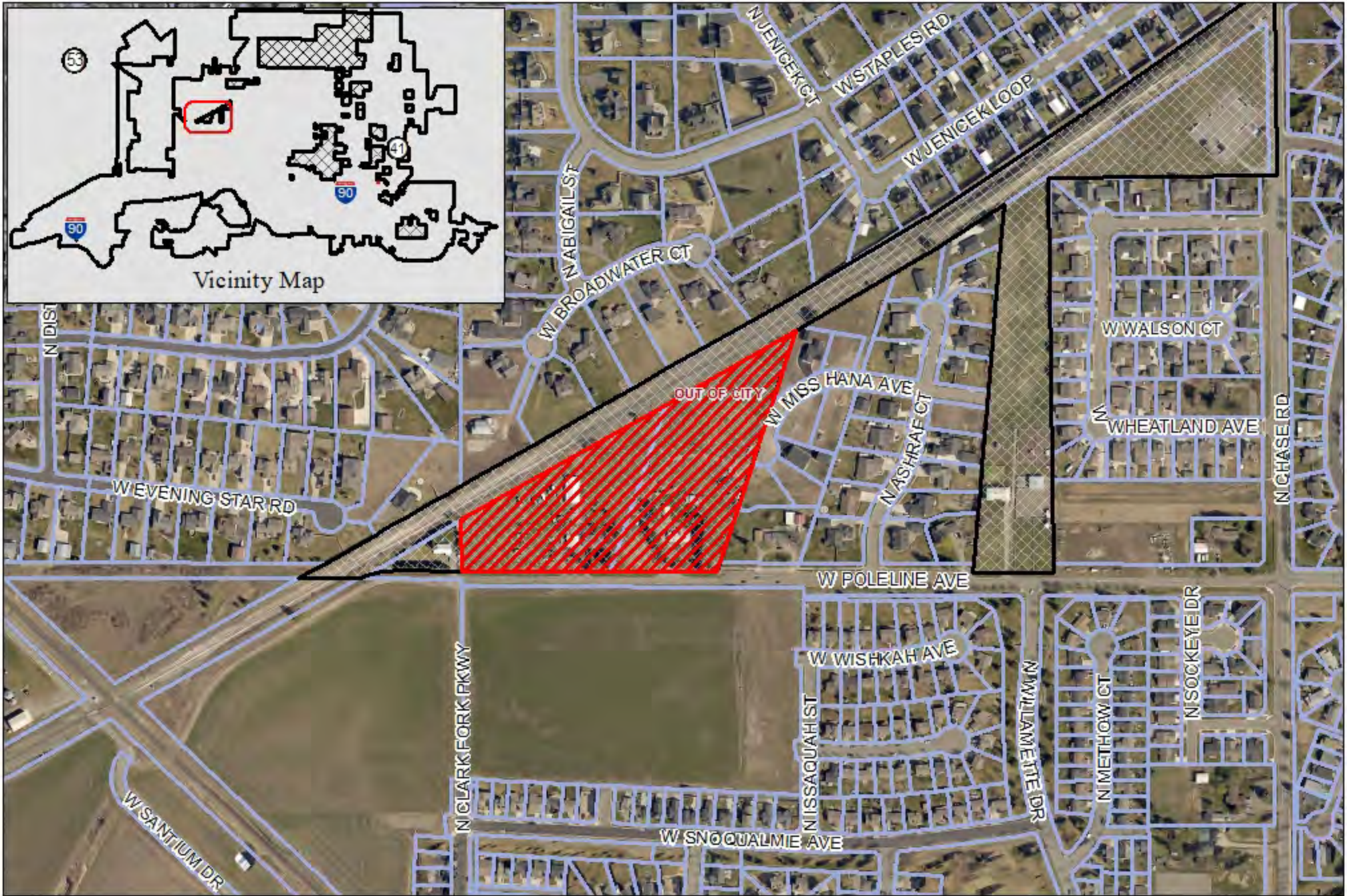
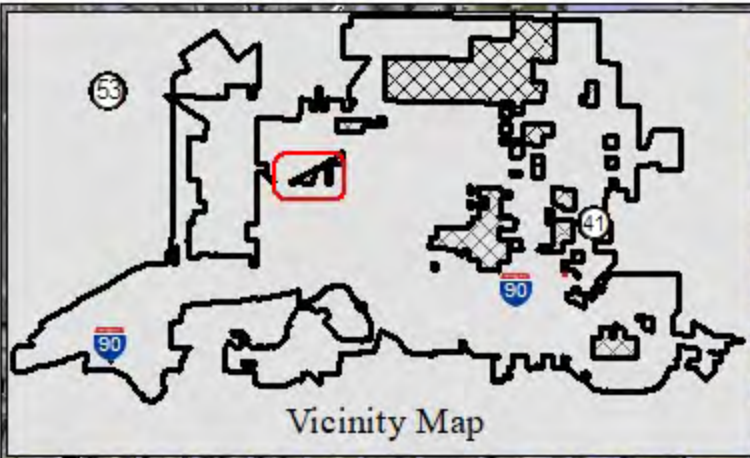
MICA STATION SUBDIVISION PLANS  
PRELIMINARY SUBDIVISION PLANS  
LANDSCAPE PLAN  
KOOTENAI COUNTY, IDAHO

REVISIONS:  
JOB #1: 2021.1.53  
SCALE: 1"=40'  
DATE: 6/28/2022  
SHEET L1.0

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




PROFESSIONAL ENGINEER  
LICENSED  
15140  
STATE OF IDAHO  
KYLE COTTEN  
6-29-2022

**PRELIMINARY**

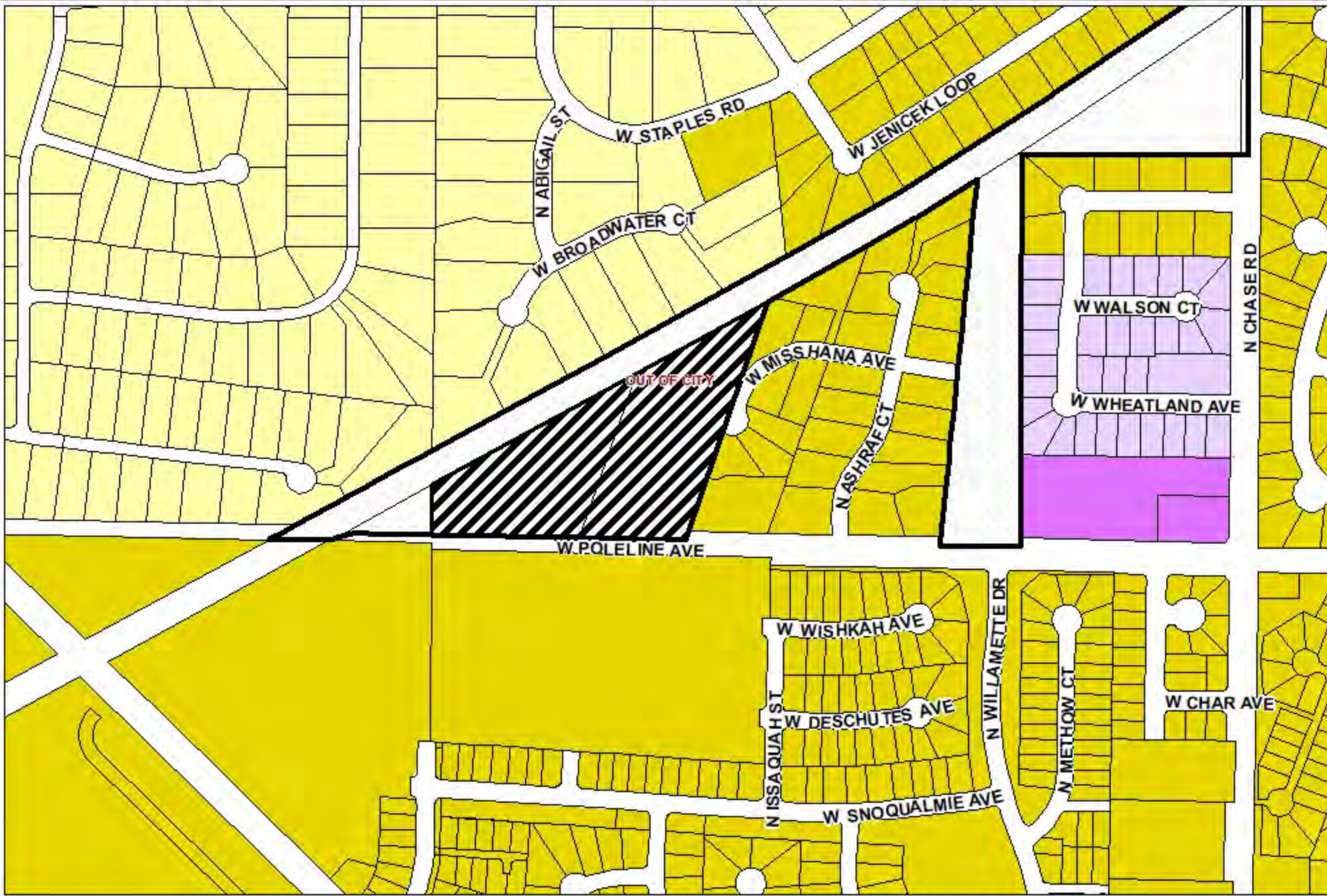


Project Location  
 HARGRAVE-HATHWAY  
 File # ANNX-22-8




-  Subject Site
  -  City Boundary
  -  Tax Parcels
- Exhibit S-1





Zoning Map  
 HARGRAVE-HATHWAY  
 File # ANNX-22-8



-  City Boundary
-  Subject Site
-  R-1-S
-  R-1
-  SC3
-  SC4





Future Land Use Designation  
 HARGRAVE-HATHWAY  
 File # ANNX-22-8






-  City Boundary
-  Subject Site
-  Low Density Residential



Exhibit S-3

**ANNEXATION AND ZONING DEVELOPMENT AGREEMENT**  
**Hargrave-Hathaway Annexation**  
**(File No. ANNX-22-8)**

THIS AGREEMENT is made this [Click or tap to enter a date.](#), by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and William C. Hathaway and Ute E. Hathaway, husband, and wife; Brett E. Hargrave and Kimberly J. Hargrave, husband, and wife. with their principal place of residence at 1421 W Poleline Ave, Post Falls, ID 83854 and 57 Twin Oaks Ln, Tootle, UT 84074.

WHEREAS, **William C. Hathaway and Ute E. Hathaway**, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located north of W. Poleline Ave and directly west of the Berkshire Place Subdivision; west of the intersection at N. Chase Rd and W. Poleline Ave. and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

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



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

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval 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, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner

requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
  - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.

- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

#### ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Poleline Avenue to include 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 Poleline Avenue for a total right of way width of 55 feet measured from the Section Line located in Poleline Ave.***
- 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. DEVELOPMENT OF THE PROPERTY

- 5.1. Site Plan: Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit "B", which depicts the general disposition of uses and infrastructure on the Property. The proposed commercial area must not exceed 7.4% of the area defined in Exhibit A. The parties agree that the location of major public infrastructure such as ~~collector and arterial streets~~ **public roadways and sanitary sewer mains** through the Combined Property cannot be relocated in a manner inconsistent with Exhibit "B" without written approval of the City Council evidenced by an amendment to this Agreement. **Final sizing of roadways (public and private) and locations and sizes of public utilities will be determined thru the City's Subdivision process.** The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit "B". In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit "B", the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.13?.
- 5.2. Multi-family Restrictions: Owner agrees that no multi-family apartment buildings of 3 units or greater in a single structure will be constructed.

#### ARTICLE VI. CONSIDERATION/FEEES

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

## ARTICLE VII. MISCELLANEOUS

- 7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 7.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal

costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
- 7.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 7.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with

the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

- 7.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 7.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.16. 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.

*[Signature Page Follows]*

**CITY OF POST FALLS**

**William C. Hathaway and Ute E. Hathaway**

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

By: \_\_\_\_\_  
**William C. Hathaway**

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

By: \_\_\_\_\_  
**Ute E. Hathaway**

**Brett E. Hargrave and Kimberly J. Hargrave**

By: \_\_\_\_\_  
**Brett E. Hargrave**

By: \_\_\_\_\_  
**Kimberly J. Hargrave**

**ACKNOWLEDGEMENTS**

STATE OF IDAHO )  
 : ss  
County of Kootenai )

On this \_\_\_\_\_ day of July, 2022, before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the **Mayor** and **City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

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

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

STATE OF IDAHO            )  
                                      :SS  
County of Kootenai        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary for the State of Idaho, personally appeared **William C. Hathaway and Ute E. Hathaway, husband, and wife**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

STATE OF IDAHO            )  
                                      :SS  
County of Kootenai        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary for the State of Idaho, personally appeared **Brett E. Hargrave and Kimberly J. Hargrave, husband, and wife**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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





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

July 11<sup>th</sup>, 2022

Amber Blanchette  
Planning Administrative Specialist  
[amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)

Re: Hargrave-Hathaway Annexation File No. ANN-22-8

The Police Department has reviewed the above listed annexation 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



**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](http://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.

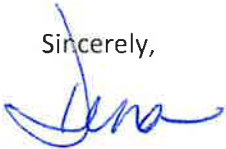
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

***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

# 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

July 11, 2022

Amber Blanchette  
Planning Administrative Specialist  
amberb@postfallsidaho.org

## RE: Notice to Jurisdiction Response

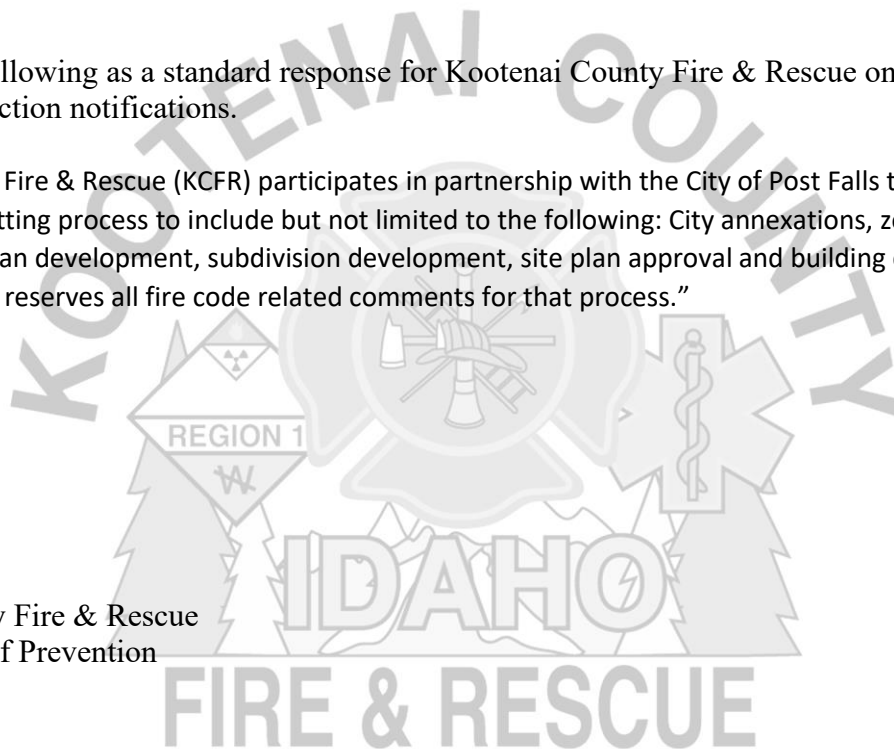
Amber,

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:** Monday, July 18, 2022 2:52 PM  
**To:** Amber Blanchette  
**Subject:** RE: Hargrave-Hathaway Annexation File No. ANNX-22-8

**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](http://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 11:25 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>; 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@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 <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@tracacanaca.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 <krono@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:** Hargrave-Hathaway Annexation File No. ANNX-22-8

Good morning,

Attached is the notice to jurisdiction for the named annexation for Planning and Zoning on July 25<sup>th</sup>. The draft staff report will be posted to the city's website shortly.

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338

Email: [amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)



*Fear is an illusion, ready to be overcome...*

---

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

---

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message ( or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

## Amber Blanchette

---

**From:** Lynn Collett <collettlyn@yahoo.com>  
**Sent:** Wednesday, July 6, 2022 10:07 AM  
**To:** Amber Blanchette  
**Subject:** Fwd: HARGRAVE-HATHAWAY ANNEXATION ANNX-22-8

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from my iPad

Begin forwarded message:

**From:** Lynn Collett <collettlyn@yahoo.com>  
**Date:** July 5, 2022 at 11:21:10 AM PDT  
**To:** phnotice@postfallsidaho.org  
**Subject:** HARGRAVE-HATHAWAY ANNEXATION ANNX-22-8

To: The Planning and Zoning Commission and Honorable City Council:

My name is Lynn Collett. My husband and I have lived in the beautiful City of Post Falls for 6 years. We have seen the Prairie filling up with a sea of homes and apartments during this time. However sad it is we realize that growth is inevitable. We are not opposed to growth but feel 76 lots on 9.63 acres is excessive and does not compliment the surrounding area. The majority of the lots surrounding the subject property are one home per acre. We have checked with the City over the past few years and were told traditional single family homes would more then likely be built in this this area.

I was told that after the development is complete the owners will be leaving the community and moving to a more rural area which seems typical. After impacting the lives of the people who are invested in this community by affecting our quality of life and property values with this massive development they will be moving on to a more rural area.

We would ask that you would please reconsider this project to something which would be a better fit for our community.

Sincerely,

Lynn and Dave Collett  
2960 N. Radiant Star Road  
Post Falls, ID 83854

Sent from my iPad



07/19/2022

## **PUBLIC COMMENT**

### **Hargrave-Hathaway Annexation**

**File No. ANNX-22-8**

**Exhibit: 4C**

**Applicant: Kimberly Hargrave**

**Location: West of the intersection at Poleline and Chase.**

**Request: To annex approximately 9.63 acres with Residential Mixed (RM) zoning - this will require a Development Agreement.**

**Hearing Date: July 25, 2022**

Questions list:

Name: Tyler Mort

Address: 1340 W. Miss Hana Ave, Post Falls, Idaho 83854

Email: tyler@tamarackmountainhomes.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: Opposed

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: No

Comments: Poleline is a deadend street, not designed to handle the amount of traffic that a high density development requires, infrastructure would need to be implemented, and possibly an alternate route to access McGuire would need to be constructed in order to safely divert traffic away from elementary school zones.



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

Comments: Again, poleline is a dead end street not designed to carry the traffic load.

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: Much like what is surrounding the proposed property that is up for annexation.

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?: No

Comments: From my understanding they are trying to obtain mixed residential zoning. However, from what I have read they are seeking something like 78 twin home lots and 1 commercial lot. Doesn't really fit the bill of mixed residential. Seems to me like they should probably just go for commercial zoning annexation from what I understand as their intentions with the subject property.

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: No

Comments: Essentially commercial zoning in the middle of R-1 and R-1-S zoning. And accessed by streets with minimal infrastructure through multiple elementary school zones.

Subdivision

Please Provide Your Position on the Proposed Subdivision: Opposed

1. Has the subdivision made definite provisions for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed?: No

Comments: I am unsure, I am sure they are planning on using east green acres irrigation.

2. Have adequate provisions been made for a public sewage system and can the existing municipal system accommodate the proposed sewer flows?: No

Comments: The city sewer is near the property. I am unaware if the proper studies have taken place.

3. Are the proposed streets consistent with the transportation element of the comprehensive plan?: No

Comments: Again, dead end road that leads through school zones. Not the right place for a multi family development.

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?: No

Comments: Unknown. Native soil.

5. Is the area proposed for subdivision zoned for the proposed use and do the proposed uses conform to other requirements found in the City Code?: No

Comments: According to the Residential mixed zoning, I would say that their intentions do not conform with city code.

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: He lives in Utah, hard to say how he feels about the community impact.

## Amber Blanchette

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**From:** Cinda Widman <cindakwidman@outlook.com>  
**Sent:** Tuesday, July 19, 2022 7:02 AM  
**To:** Public Hearing Notice  
**Subject:** FW: File No. ANNX-22-8 (HARGRAVE-HATHAWAY 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.

Corrected email

**From:** [Cinda Widman](#)  
**Sent:** Monday, July 18, 2022 10:03 PM  
**To:** [phnotice@postfalls.org](mailto:phnotice@postfalls.org)  
**Subject:** File No. ANNX-22-8 (HARGRAVE-HATHAWAY ANNEXATION)

Dear Sirs:

What the hell? This residential zoning is not in accordance with Hargrave-Hathaway. I think it is very poor planning. Will cause higher property taxes for home owners. This is improper taking of surrounding property owners. I do not like the growth, I love the small-town feel, this will produce high density, unnecessary traffic and heavy traffic noise. This is not in the best interest of residents. The surrounding developments are premier/high end homes.

1. What is the median income of renters?
2. Will this be New York style town homes?
3. Will there be ENFORCED CC&R's?
4. Safety is a concern for the surrounding neighbors.

This Annexation plan is a tragedy.

Sincerely,  
Cinda K. Widman  
1875 W. Evening Star Rd.  
Post Falls, ID 83854  
208-661-0597

**Amber Blanchette**

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**From:** Kevin O'Neill <kfoneill@gmail.com>  
**Sent:** Tuesday, July 19, 2022 12:01 AM  
**To:** Public Hearing Notice  
**Cc:** Kevin O'Neill  
**Subject:** Opposition to Hargrave/Hathaway 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.

Dear Post Falls City Council and Planning and Zoning Commission,

My name is Kevin O'Neill and I am a resident property owner at 1452 W Broadwater Court, Post Falls. I am writing to inform you that I vehemently object to any plan to zone the Hargrave-Hathaway properties located at 1349 & 1421 W Poleline Avenue, Post Falls (Hargrave-Hathaway properties), as an R-3 (High Density Multi-Family Residential) or RM (Residential Mixed) zone.

The owners of the Hargrave-Hathaway properties have informed the Planning Commission that they are "pursuing annexation of the properties with a Residential Mixed (RM) zoning classification to take advantage of an opportunity for neighborhood commercial/office use and High-Density Multi-Family Residential (R3) style development," and propose to build approximately 80 townhouses on less than 10 acres of combined acreage. An R-3 or RM zoning designation for the Hargrave-Hathaway properties would clearly violate the City of Post Falls Comprehensive Plan (Comprehensive Plan) and not be in the "best interests" of the city.

Pursuant to the Post Falls Future Land Use Map (see Figure 2.03 of the Comprehensive Plan), the Planning Commission has designated the entire area surrounding the Hargrave-Hathaway properties as R-1 (low density single-family residential) zoning, and all of the parcels of land that surround the Hargrave-Hathaway properties fall within the R-1 zoning in accordance with the Comprehensive Plan. The Comprehensive Plan also expressly specifies the areas of the city designated for R-3 and RM zoning, and the Hargrave-Hathaway properties are not among them.

Further, designating the Hargrave-Hathaway properties to R3 or RM zoning for purposes of building high-density multi-family townhouses would violate several of the land use and housing goals specified in the Comprehensive Plan.

First, one of the goals specified in the Comprehensive Plan is to "[m]aintain and improve the provision of high-quality, affordable and efficient community services in Post Falls." As the Comprehensive

Plan states: "Some actions have clear and immediate effects on resources. Other actions may be more difficult to associate with fiscal impact, but over time, may profoundly affect the costs of services – and livability of the community. This goal anchors the need for the City of Post Falls to consider the long-term cost implications and benefits of choices including land use... – maintaining efficiency and accountability for the community it serves." The addition of almost 80 townhouses on the Hargrave-Hathaway properties would adversely impact the provision of high-quality, affordable, and efficient community services in the community and pose additional strains on our community's resources, including water and sewer systems, fire and police departments, and our community's schools.

Second, another land use and housing goal specified the Comprehensive Plan is "to [m]aintain and improve Post Falls' small-town scale, charm and aesthetic beauty." This includes retaining "the City's lower scale, walkable, small-lot development patterns common in early Post Falls, while at the same time, providing for urban growth in other, appropriate areas; ...and direct land use decisions encouraging infill and thoughtful expansion." The addition of almost 80 townhomes on less than 10 acres is not in keeping with "small town charm," nor is the proposed development in "an appropriate area," and would not be considered "thoughtful expansion." A neighborhood of townhomes in the middle of all single-family homes will look incredibly out of place and will not promote the "aesthetic beauty" of Post Falls - this type of development is antithetical to the existing low density single-family residential zoning in the area and would make this part of the city look disorganized and chaotic.

Third, another land use and housing goal specified in the Comprehensive Plan is to "[k]eep Post Falls' neighborhoods safe, vital, and attractive." The addition of almost 80 townhouses on the Hargrave-Hathaway properties would adversely impact the safety and attractiveness of the community through various means, including but not limited to increased vehicular and pedestrian traffic, increased noise levels, and diminished privacy.

Fourth, another land use and housing goal specified in the Comprehensive Plan is to "involve the community of Post Falls in all local government planning and decision-making." As a citizen of Post Falls, I implore you to consider my concerns and those of several other neighboring residents regarding this proposed zoning and development. While this proposal may be financially beneficial to a couple of property developers associated with the Hargrave-Hathaway properties, it would clearly not be in accordance with the Comprehensive Plan and not be in the best interests of the City. As representatives of the City Council and the City's Planning Commission, you have a fiduciary duty to the City and a moral and legal obligation to honor your prior commitments to the Comprehensive Plan, including the land use and housing policies and goals specified therein and the Future Land Use Map. These prior commitments do not allow for the designation of the Hargrave-Hathaway properties as either an R-3 or RM zone.

Lastly, as a property owner and taxpayer who resides in close proximity to the Hargrave-Hathaway properties, a decision to zone these properties as R-3 or RM for purposes of this proposed development will adversely affect the value of my property and result in an improper taking of my property interest. My family and I relied on the zoning designations specified in the Comprehensive Plan in our decision to purchase a property in the beautiful Meadows neighborhood, and a decision

by the Planning Commission to deviate from the Comprehensive Plan and designate the Hargraves-Hathaway properties as R-3 or RM zoning would be a detriment to my family, to our neighborhood, and to the City as a whole.

Thank you for your consideration of this matter. It's our expectation that you will make the right decision, honor your existing commitments to the Comprehensive Plan and the City of Post Falls, and not zone the above-referenced property as R-3 or RM.

Respectfully,

/s/ Kevin F. O'Neill

Kevin F. O'Neill

## Amber Blanchette

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**From:** Jean C. O'Neill <jean.c.oneill@gmail.com>  
**Sent:** Tuesday, July 19, 2022 12:00 AM  
**To:** Public Hearing Notice  
**Subject:** Opposition to Hargrave Hathway Annexation and R-3 Zoning

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, my name is Jean O'Neill and I live at 1452 W. Broadwater Court. I have lived in Post Falls for several years and I am proud to call this town my home. When we were looking to move, we specifically chose Post Falls over neighboring communities because we fell in love with its small town charm and beautiful green spaces and prairies.

In the time we have lived here, we have seen quite a drastic change in our town. What used to be prairie is rapidly being developed. While it is sometimes sad to see the fields disappear, we understand the need for growth, and more housing.

However, as the City of Post Falls own future planning map indicates, there is a right and a wrong way to grow a town. And one of the most glaring wrong ways I have ever seen is going to be happening directly behind our fence line. In less than 10 acres, the plan to build a community of almost 80 townhomes is a shocking and ill-advised proposition. The effect of a community of this size being built in such a small area is only detrimental to this area of Post Falls. There will be increased traffic with the addition of around 150-200 new cars. There will be more spaces in schools needed, strain on the police and fire services, strain on the sewer and water system, and honestly, it will stick out like a sore thumb in an area that is entirely single family homes. A townhome community does not belong aesthetically or fit in with Post Falls' "small town charm" (in violation of the Post Falls comprehensive plan) nor does it make sense in this particular spot - high density zoning makes sense near city centers and major thoroughfares, like Highway 41 or Seltice, not in the middle of single family neighborhoods. It is, frankly, shocking, that you would entertain an idea such as this, with the knowledge that it will upset and offend the residents who are your constituents, decrease their property values, and open up their communities to more crime.

We have had the opportunity to review the City of Post Falls' development plan - a plan made by the City, which dictates that this property sits solidly in an area that is not only surrounded by R-1 zoning on all sides, but is also on the map as a planned for R-1 zone. This proposal to make that piece of land into an R-3 or RM zone is directly in opposition to the plan that your commission created.

So what has changed? Why is there all of a sudden a complete deviation from your plan for the city? You are potentially willing to sacrifice the greater good of the community to increase revenue and line the pockets of a single developer. This is a terrible injustice.

We had the opportunity to review correspondence from the city of Post Falls to the Hargraves. In one e-mail to Jonathan Manley on September 27, 2021, Brett Hargrave himself admits that his plan for his zoning proposal is not in keeping with the original plan for the city. Why is he, a single citizen, a developer, the one recommending to the city how to zone a piece of land? Disturbingly, in another email from Laura Jones, a Post Falls city employee to Brett Hargrave, she encouraged him that he had the opportunity to submit a narrative that, in her words, "is your chance to "sell" your project. It should clearly state how is complying with the comp plan." Why is a staff member giving a developer tips to move his project forward? Post Falls' duty of care should be directed towards its constituents and the greater good of the community; our tax dollars should not be spent on e-mails encouraging developers and giving them tips on how to gain approval.

Even last week at the planning commission meeting, the topic at hand was a proposed change to the ordinance governing annexation and zoning; the new wording took out the specific criteria for zoning change considerations, including a specific reference to the Future Land Use map. The timing of this was suspicious, occurring in advance of three impending annexation and zoning votes. The planning commission also and voted 6-1 to add the word "unmitigated" to the ordinance, again, giving developers the chance to mitigate any adverse impacts or negative affects of their development plans. Why are you so interested in helping developers at the expense of your constituents?

At the end of the day, this is a matter of **integrity**. The City of Post Falls **must** stick to the plan it has made for the city and keep this area as a R-1 zone.

And on a personal note, as a mother of several young children, one of the things that attracted me most to our current property is the privacy we have. It was certainly an unconventional choice to live along a train track, but we felt it was worth it for our children to be able to play carefree in our backyard without other people watching them. If the current plan goes through, we are looking at having several multi-story townhouses along the back of our fenceline. For us, this is the worst case scenario in terms of our family's privacy.

Thank you for your consideration in this matter.

Jean C. O'Neill



## Amber Blanchette

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**From:** Lynn Collett <colletlyn@yahoo.com>  
**Sent:** Monday, July 18, 2022 11:21 PM  
**To:** Amber Blanchette  
**Subject:** Hargrave-Hathaway 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.

To: The Planning and Zoning Commission and Honorable City Council

My name is Dave Collett. I have lived in Post Falls for 6 years. I was drawn to this City because of its beauty, friendly people and small town country feel. The R-1 zoning in this area has been in place for many years. I feel that a high density project with 76 lots on 9.63 acres would not be appropriate in this location or be in the best interest of the community or City. The traffic on Poleline is already becoming a problem and this many units would add a massive amount of additional congestion.

We are counting on the City Council to please represent us as a community and vote no on this project. I feel a single family housing project consistent with the surrounding area would be a much better fit and falls within the existing goals the City had in place for many years.

Sincerely,

Dave Collett  
2960 N. Radiant Star Road  
Post Falls, ID 83854

Sent from my iPad

## Amber Blanchette

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**From:** Manuela Armbruster <manuela.skyview@gmail.com>  
**Sent:** Monday, July 18, 2022 11:04 PM  
**To:** Public Hearing Notice  
**Subject:** Fwd: Hargrave -Hathaway Annexation

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----- Forwarded message -----

**From:** Manuela Armbruster <[manuela.skyview@gmail.com](mailto:manuela.skyview@gmail.com)>  
**Date:** Mon, Jul 18, 2022, 10:28 PM  
**Subject:** Hargrave -Hathaway Annexation  
**To:** <[phnotice@postfalls.org](mailto:phnotice@postfalls.org)>

Manuela Armbruster  
1480 W Brodwater Ct  
Post Falls, ID 83854

To whom it may concern,

My name is Manuela Armbruster, and I live at 1480 W. Broadwater Court in Post Falls. We purchased our property in 2013 because we saw that the existing laws and regulations of the city of Post Falls wouldn't affect our privacy and rights in any way.

I'm writing to voice my strong opposition to the proposed R-3 designation for the Hargrave -Hathaway plot on the piece of land along Poleline Avenue and directly directly south of my property.

The proposed development of close to 80 townhomes is not in the best interest of the City of Post Falls. It will adversely impact our community services, such as police, fire, water and sewer.

It will also add over 100 new cars to our roads which are already impacted and will also cause a strain on our local schools.

The proposed R-3 designation is not at all in line with the Future Land Use map created by the City of Post Falls Planning and Zoning Commission, which places this plot of land in the middle of a large area of exclusively R-1 zoning ( single family homes). A townhouse development would damage the small town feel of the area as well as the aesthetic beauty of the area, which is in direct opposition to the City of Post Falls Comprehensive Plan, which states one of the goals of the land use planning is to " maintain and improve Post Falls' small - town scale , charm and asthetic beauty" Which is what we so much enjoyed so far living Post Falls.

Finally, I am very concerned about the adverse impact that this proposal zone change will have to my property and property value. It is very upsetting to imagine 15 townhouses along the fence line of our property.

The nuisance of noise and loss of privacy would affect our quality of life immensely.

It is unbelievable that from us elected and appointed representatives even consider the proposed changes.

I hope that our city council members will keep their promises they made to us residents when they were running on "Slow Grow Post Falls".

Please vote NO regarding the Hargrave - Hathaway Annexation!!!!

Best regards

Manuela and Axel Armbruster

## Amber Blanchette

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**From:** Douglas Williams <dougwilliams1869@gmail.com>  
**Sent:** Monday, July 18, 2022 10:37 PM  
**To:** Public Hearing Notice  
**Subject:** Hargrave-Hathaway 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.

Greetings,

Post Falls has written and adopted a Comprehensive Plan with goals and focus areas. The proposed land use for the future Hargrave-Hathaway Annexation is directly opposed to the Land Use Categories, Goals and Central Prairie Focus Area.

1. In your definition of "Low-Density Residential" portion of Land Use it says, "Densities may vary as appropriate to location." High density on Poline Rd west of Chase Rd is NOT appropriate.
2. "High-Density Residential" "Principal Uses & Character": "Densities may vary as appropriate to location.....and compatibility with existing development." The existing development of Poline Rd west of Chase Rd is R1. High Density housing is not appropriate to this location.
3. In the "Land Use Goals" section G-03 high density housing and mixed use does not conform to "small town scale, charm and aesthetic beauty." An island of High Density Housing in a sea of R1 single family residential zone is neither charming nor pleasing.
4. In Appendix A - Focus Area Descriptions, Focus Area: Central Prairie, bullet point 4 "Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day." I really don't believe that Poline Avenue west of Chase Road is anywhere near 4,000 vehicles per day! Any mixed use zoning would be out of line with this focus area.
5. The Meadows, Prairie Meadows, and surrounding areas maintain their value because of their "Charm and Aesthetic Beauty." The Meadows is the gem of Post Falls. Any High Density housing directly adjacent to it would devalue it. It would also have a ripple effect. I don't know of anyone who would want their home to be devalued by placing an eyesore next door. Yes, the developer might get a windfall, but he would be taking it away from those next door!

I am admittedly opposed to changing the zoning to mixed use in the proposed Hargrave-Hathaway Annexation. There are many other areas in Post Falls that support the growth of High Density housing.

Douglas R. Williams  
1557 Broadwater Ct  
Post Falls, ID 83854

## Amber Blanchette

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**From:** Gary Alvarado <papafrita62@outlook.com>  
**Sent:** Monday, July 18, 2022 9:56 PM  
**To:** phnotice@postfalls.org  
**Subject:** My objections to Hargrave Hathaway annexation

Good day

My name is Gary L Alvarado, and I live at the corner of Poleline and Ashraf at 2443 N Ashraf CT. I oppose the annexation of the Proposed Mica Station Annexation and subdivision for the sole benefit of Brett and Kimberly Hargrave and Will and Ute Hathaway with my rationale outlined below.

First, I outline language from the City of Post Falls comprehensive plan:

“This comprehensive plan is the policy foundation for the City of Post Falls, helping coordinate decision-making across a wide range of topics toward specific, desired outcomes. It serves multiple needs and functions, including:...

**Community intent** -This plan articulates community intent, expressed as **policy** regarding matters of interest to the general public, private enterprise and local agencies. This offers a degree of predictability for all who rely upon or interact with the City;

**Orderly growth** – This plan provides a means to guide annexation, allowing logical expansion of the city and the efficient, economic provision of public services.

...A policy is an extension of a plan’s goals, reflecting topical nuance as well as an assessment of conditions;

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

Maintain and improve Post Falls’ small-town scale, charm and aesthetic beauty. [G.03]

Keep Post Falls’ neighborhoods safe, vital, and attractive. [G.05]

Involve the community of Post Falls in all local government planning and decision-making. [G.14] (this proposed annexation and high density developed does not meet these goals)

Community input for this and the previous plan suggested policies to address a wide range of more qualitative objectives, such as **sustaining the value and vitality...** and **existing neighborhoods**, and boosting standards to ensure new housing is of high quality.

Many in the community also **wish to sustain Post Falls' "small town" look and feel**, suggesting the type of lower-scale, walkable, smalllot development patterns typical of pre-1950s America (and early Post Falls). While higher-scale patterns are envisioned in some portions of the city, others are not;”

Second, I outline my personal thoughts on my objection as a long-time resident of Post Falls and Idaho in general. I was raised in the farming community of Burley Idaho and moved up here in 1981 when I joined the USAF. I have witnessed the ebb and flow of growth in our community since then. Growth is inevitable and we would be foolish to think otherwise. However, according to the comprehensive plan Orderly growth is one of the hallmarks. I believe by allowing this annexation to move forward the planning and zoning department and city council clearly violates the intent of the goals of this plan. There is no valid reason to allow mixed use high-density zoning to be approved when we are surrounded by R-1 housing all around.

I don't believe in coincidence so I find a juxtaposition that the July 12 council meeting whereby a policy was amended and accepted that speaks to this very issue and the fact that annexation proposals were pushed back until after the July 12 meeting. Go figure.

Thirdly, I have been in my current house since 2017. My wife and I have witnessed a significant increase in vehicular traffic on Poleline both east and west bound. I have contacted the city police department to do post patrol traffic enforcement along Poleline due to racing cars and other motorized vehicles. One can go out on Poleline and see the rubber burn-out marks on the road surface. There have been several occasions within the last two years whereby a vehicle left the roadway on Poleline and skidded over the curb narrowly missing taking out my fence by inches. This will only increase if this proposed annexation takes place with the proposed high-density housing.

Fourth, it is my belief and experience that over time this proposed subdivision will not accommodate the parking needed and thus residents and their guests begin to park along the main road ways and this impacts the ability for emergency services to gain access. 80 units on 9.63 acres? This is absolutely asinine and only benefits the owners, sellers, developers, and inspectors of that property which are one and the same. Your new policy has words that express the benefits of the city. Well, I consider myself a part of that city and a vocal voice. I don't have a problem if they are annexed in and develop the land with R-1 housing. That in my estimation aligns more aesthetically than high-density mixed use. If one drives south from Poleline down N Clark Fork Parkway into the subdivision and by West Ridge Elementary School one will witness what is transpiring as it relates to parking. Cars, trucks, RV's boats, food vans, all parked along the streets on both sides creating bottlenecks for those driving through. It is human nature to do so despite the housing area having CCR and HOAs. Vehicle traffic will increase with vehicular crashes and vehicle-pedestrian collision statistics increasing. Its just a matter of time.

Please consider a no vote on this annexation proposal.

Thank you

Gary Alvarado  
208-699-5107  
Black Stallion Housing

Sent from [Mail](#) for Windows



07/20/2022

## **PUBLIC COMMENT**

### **Hargrave-Hathaway Annexation**

**File No. ANNX-22-8**

**Exhibit: 4C**

**Applicant: Kimberly Hargrave**

**Location: West of the intersection at Poleline and Chase.**

**Request: To annex approximately 9.63 acres with Residential Mixed (RM) zoning - this will require a Development Agreement.**

**Hearing Date: July 25, 2022**

Questions list:

Name: Harlan Schlenker

Address: 2570 N. Ashraf Court

Email: radarglide@gmail.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: Opposed

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: No

Comments: RM with townhouses are not compatible with the surrounding areas as all surrounding areas are R-1 and R-1-S. Poleline Avenue is designated as minor arterial and in no way can handle traffic from 80 townhome lots and 1 commercial lot on less than 10 acres.

Poleline also ends at a field at the west property line of said property and West Ridge Elementary school is just down the street.

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.: No

Comments: Poleline Avenue is classified as a minor arterial and can not handle this requested annexation.

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.:

Comments:

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

Comments:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: No

Comments: Future Land Use Map designates all the entire surrounding areas as Low Density Residential

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: No

Comments:

Subdivision

Please Provide Your Position on the Proposed Subdivision:

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?:

Comments:

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

Comments:



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

Comments:

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?:

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?:

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.:

Comments:

## Amber Blanchette

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**From:** Gina Reynolds <gina9483@gmail.com>  
**Sent:** Thursday, July 21, 2022 10:45 PM  
**To:** Public Hearing Notice  
**Subject:** Fwd: Mica Station and PF master plan

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----- Forwarded message -----

**From:** Gina Reynolds <[gina9483@gmail.com](mailto:gina9483@gmail.com)>  
**Date:** Thu, Jul 21, 2022, 20:35  
**Subject:** Mica Station and PF master plan  
**To:** <[phnotice@postfalls.org](mailto:phnotice@postfalls.org)>

Dear Committee Members,

We are writing to express our disagreement with the Mica Station development. From our perspective, Post Falls is more interested in dense housing and opportunities for taxes than in the quality of life of its citizens.

Mica Station is another plan for dense housing that brings more traffic to roads not designed to handle the volume, people to an area that lacks services for those already living here, and ever increasing taxes to current homeowners for infrastructure development.

The extensive Master Plan speaks to the unproportionate ratio of citizens to jobs- yet more housing is built before better employment opportunities are present. What key industries is Post Falls drawing to the area to provide salary jobs and career paths for their citizens? We even lack restaurants to enjoy a nice meal (unless one favors the abundant fast food options) in Post Falls. You can only go to The White House so many times.

We go to CDA, Liberty Lake or the Valley for all of our shopping, restaurants and medical services etc. Post Falls is losing revenue to the surrounding cities. It is very frustrating and confusing to see the cart before the horse and the goals not include better services for our area.

This rural area will become less desirable if the city continues to allow dense housing on the land of fading family farms. We need more neighborhoods with .5-1 arce plus lots for quality living that encourages people to put down roots and become a part of the community. What about recreation centers, parks with water pads, and small businesses (coffee, ice cream, restaurants) embedded in developments that foster community?

Please do not make Post Falls like everywhere else. The traffic is getting horrible, the land is disappearing. Hmmm, sounds like California.

Perhaps you might consider a marketing strategy to sell the Master Plan. For now we are not bought in. Mica Station looks like a grid of chaos, not life in North Idaho.

One last idea, if you want to sell out to developers, then have them pay for infrastructure, build rec centers, bring career opportunities to the area, build a dirt bike track or community pool- things that draw people together and create jobs!

Sincerely,

Dave Schloesser and Gina Reynolds, Residents of North Idaho since 2002.



07/22/2022

## **PUBLIC COMMENT**

### **Hargrave-Hathaway Annexation**

**File No. ANNX-22-8**

**Exhibit: 4C**

**Applicant: Kimberly Hargrave**

**Location: West of the intersection at Poleline and Chase.**

**Request: To annex approximately 9.63 acres with Residential Mixed (RM) zoning - this will require a Development Agreement.**

**Hearing Date: July 25, 2022**

Questions list:

Name: Corey Johnson

Address: 1725 W Staples Rd Post Falls, ID 83854

Email: nwanesthesia@me.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: Opposed

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: No

Comments: Before adding 70 high density homes and annexing more zoning in a city that has not kept up with the needed infrastructure, community support, road improvements, appropriate winter road snow removal, parks with adequate parking for youth recreational activities, no youth recreational center or aquatic park or outdoor pools. Massive increase in tax base with

massive growth and the city is not keeping up with the growth!

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

Comments: This area has not seen an improvement in roads with access to this location. Currently one road into this location with no sidewalk or paved shoulder. Difficult access to this location from the west with road that winds through two current housing developments. Current 4way stop intersection at first cross street to the east. Closest access to the area from I90 using Chase travels past street side elementary school with railroad crossing using stop signs only and not crosswalk lighting or integrated road crossing safety.

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: Correct, these types of high density housing and zoning need to be placed closer to the city hub with more developed road systems and community support to include public transportation. Since the city of post falls city infrastructure, and development is happening and growing further away from this property rather than closer to this property.

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: Agree, comments in question 3 apply to this question or statement as well.

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: No

Comments: Don't believe so based on the observed action on a plan for this location but have not reviewed the planning map at this time.

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?:

Comments:

Subdivision

Please Provide Your Position on the Proposed Subdivision: Opposed

1. Has the subdivision made definite provisions for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed?: Yes

Comments:

2. Have adequate provisions been made for a public sewage system and can the existing municipal system accommodate the proposed sewer flows?: No

Comments:

3. Are the proposed streets consistent with the transportation element of the comprehensive plan?: No

Comments:

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?: No

Comments: The proximity of the proposed development plan places a large portion of the town home direction against the property adjacent to the railroad creating a potential hazard or increased risk.

5. Is the area proposed for subdivision zoned for the proposed use and do the proposed uses conform to other requirements found in the City Code?: No

Comments:

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

Comments:

**ANNEXATION AND ZONING DEVELOPMENT AGREEMENT**  
**Hargrave-Hathaway Annexation**  
**(File No. ANNX-22-8)**

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and William C. Hathaway and Ute E. Hathaway, husband, and wife; Brett E. Hargrave and Kimberly J. Hargrave, husband, and wife. with their principal place of residence at 1421 W Poleline Ave, Post Falls, ID 83854 and 57 Twin Oaks Ln, Tooele, UT 84074.

WHEREAS, *William C. Hathaway and Ute E. Hathaway, husband, and wife; Brett E. Hargrave and Kimberly J. Hargrave, husband, and wife*, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located north of W. Poleline Ave and directly west of the Berkshire Place Subdivision; west of the intersection at N. Chase Rd and W. Poleline Ave. and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City

policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval 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, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any



lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
  - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.

- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

#### ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Poleline Avenue to include 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 Poleline Avenue for a total right of way width of 55 feet measured from the Section Line located in Poleline Ave.
- 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. DEVELOPMENT OF THE PROPERTY

- 5.1. Site Plan: Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit "B", which depicts the general disposition of uses and infrastructure on the Property. The proposed commercial area must not exceed 7.4% of the area defined in Exhibit A. The parties agree that the location of major public infrastructure such as public roadways and sanitary sewer mains through the Combined Property cannot be relocated in a manner inconsistent with Exhibit "B" without written approval of the City Council evidenced by an amendment to this Agreement. Final sizing of roadways (public and private) and locations and sizes of public utilities will be determined thru the City's Subdivision process. The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit "B". In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit "B", the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.13.
- 5.2. Multi-family Restrictions: Owner agrees that no multi-family apartment buildings of 3 units or greater in a single structure will be constructed.
- 5.3. Density Restriction: Development must not exceed 8.0 du/acre.

## ARTICLE VI. CONSIDERATION/FEES

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

## ARTICLE VII. MISCELLANEOUS

- 7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 7.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and

damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
- 7.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 7.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or

misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

- 7.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 7.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.16. 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.

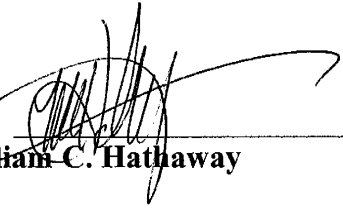
IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

*[Signature Page Follows]*

**CITY OF POST FALLS**

**William C. Hathaway and Ute E. Hathaway**

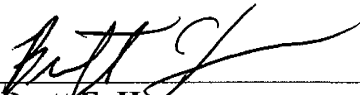
By: \_\_\_\_\_  
**Ronald G. Jacobson, Mayor**

By:   
\_\_\_\_\_  
**William C. Hathaway**

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

By:   
\_\_\_\_\_  
**Ute E. Hathaway**

**Brett E. Hargrave and Kimberly J. Hargrave**

By:   
\_\_\_\_\_  
**Brett E. Hargrave**

By:   
\_\_\_\_\_  
**Kimberly J. Hargrave**

**ACKNOWLEDGEMENTS**

STATE OF IDAHO )  
 : ss  
County of Kootenai )

On this \_\_\_\_\_ day of August, 2022, before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the **Mayor** and **City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

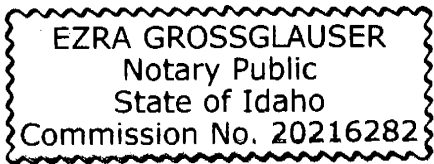
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF IDAHO )  
 :SS  
County of Kootenai )

On this 5th day of August, 2022, before me, a Notary for the State of Idaho, personally appeared **William C. Hathaway and Ute E. Hathaway, husband, and wife**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

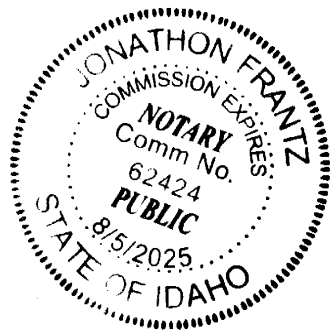


[Signature]  
Notary Public for the State of Idaho  
Residing at: 3343 E. Mullan Ave. Post Falls, ID 83854  
Commission Expires: 01/06/2028

STATE OF IDAHO )  
 :SS  
County of Kootenai )

On this 8th day of August, 2022, before me, a Notary for the State of Idaho, personally appeared **Brett E. Hargrave and Kimberly J. Hargrave, husband, and wife**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



[Signature]  
Notary Public for the State of Idaho  
Residing at: Coeur d'Alene  
Commission Expires: 8/5/25

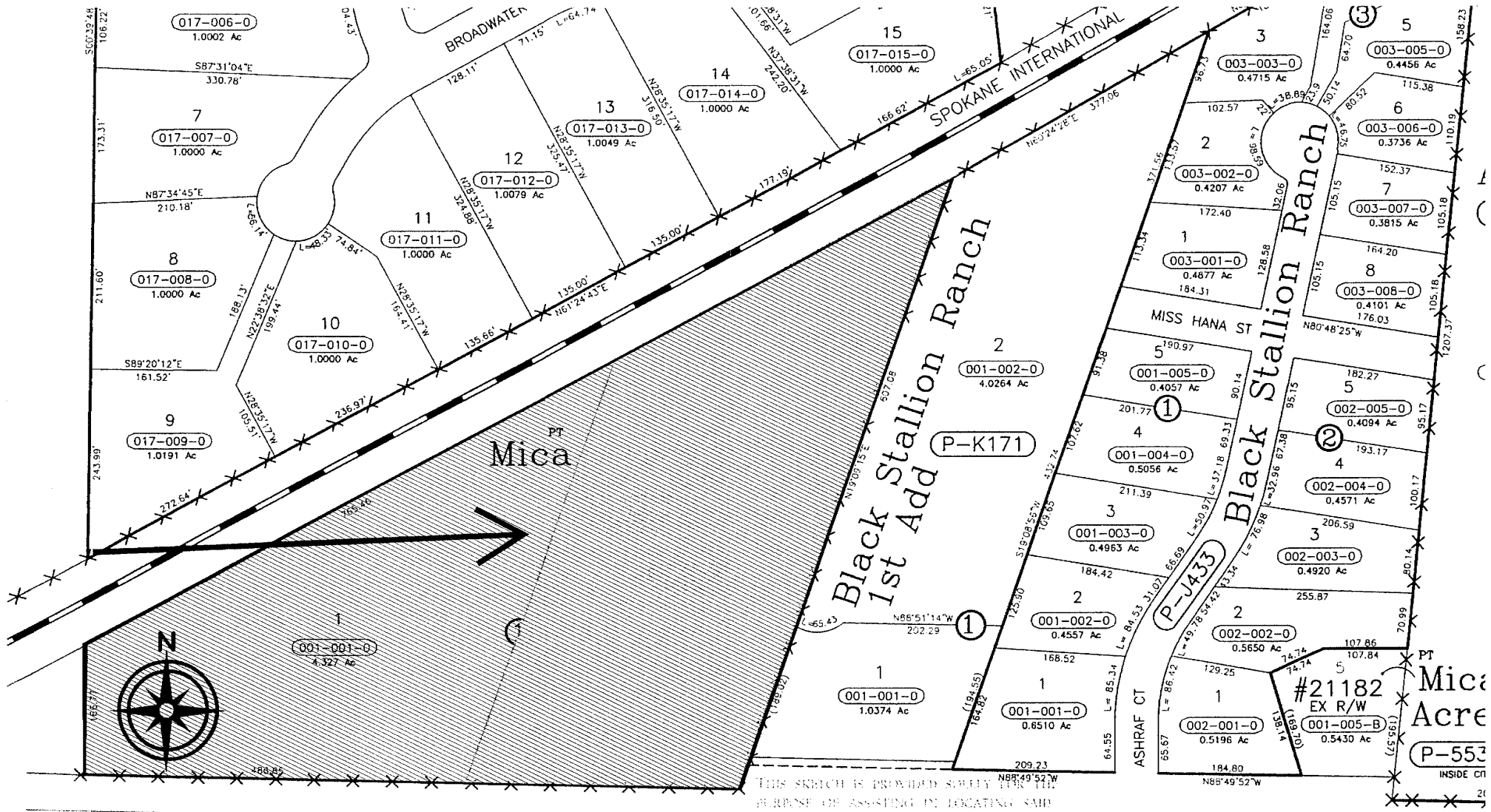
LEGAL DESCRIPTION FOR 1349 W POLELINE AVE

Lot 2, Block 1, MICA ACRES, according to the plat recorded in the office of the County Recorder in Book "F" of Plats at Page 60, records of Kootenai County, Idaho.

LEGAL DESCRIPTION FOR 1421 W POLELINE AVE

Lot 1, Block 1, MICA ACRES, according to the plat thereof filed in Book F of Plats at page(s) 60, records of Kootenai County, Idaho.





THIS SKETCH IS PROVIDED SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID LAND. PIONEER TITLE OF COLORADO ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACTUAL SURVEY FOR FURTHER INFORMATION.

POLELINE RD

P-553  
INSIDE CN

#21182  
EX R/W

P-K171

P-J433

PT Mica

PT Mica  
Acre

017-006-0  
1.0002 Ac

017-007-0  
1.0000 Ac

017-008-0  
1.0000 Ac

017-009-0  
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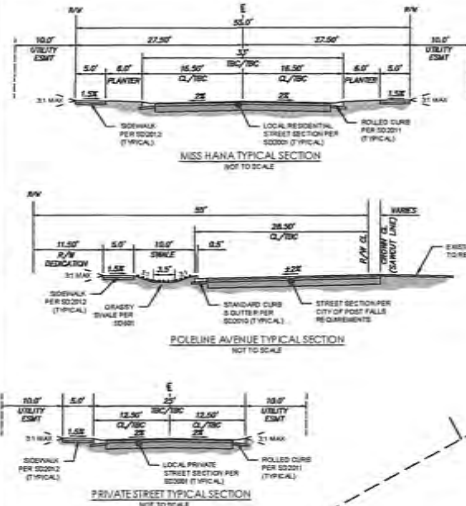
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002-004-0  
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002-002-0  
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002-001-0  
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001-005-B  
0.5430 Ac



**PROJECT INFORMATION**

PARCEL: 9-0200-021-021 011 THESA 9-0200-021-022-010075

ADDRESS: 1421 S 1300 W POLELINE AVENUE  
POST FALLS, IDAHO 83409

LEGAL: LOTS 1 & 2, BLOCK 1, WICK ACRES

PROJECT SIZE: 49.43 ACRES

CURRENT ZONING: 40-06-03-05-01 (COUNTY)

PROPOSED ZONING: RM (CITY OF POST FALLS)

ADJ. ZONING: NORTH: AGRICULTURE (COUNTY)  
WEST: AGRICULTURE (COUNTY)  
EAST:

PROPOSED ZONING: RESIDENTIAL MIXED RMH - CITY OF POST FALLS

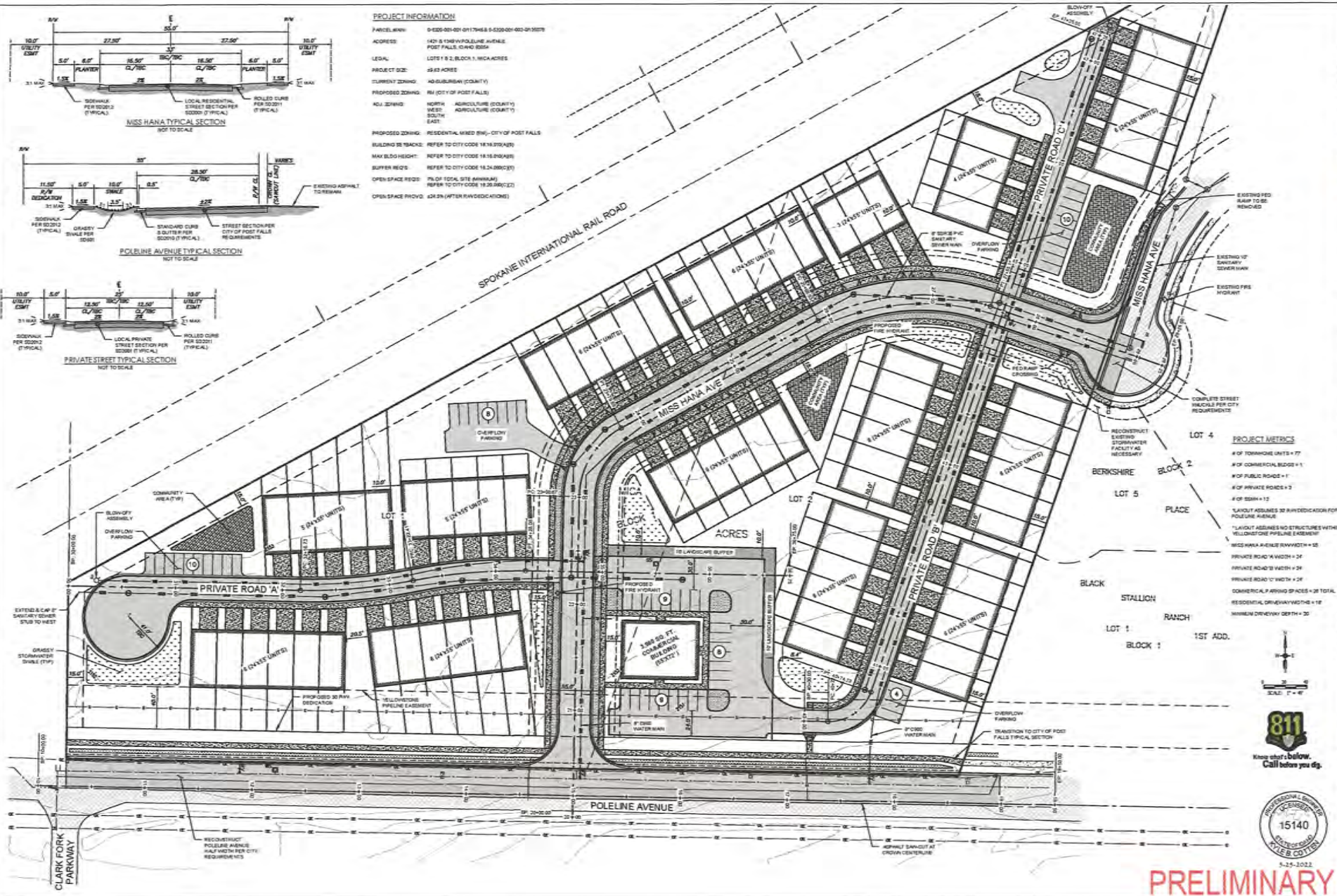
BUILDING SETBACKS: REFER TO CITY CODE 18.16.030(A)(8)

MAX BLDG HEIGHT: REFER TO CITY CODE 18.16.040(A)(8)

SURFER REQ'D: REFER TO CITY CODE 18.24.060(C)(3)

OPEN SPACE REQ'D: 1% OF TOTAL SITE MINIMUM  
REFER TO CITY CODE 18.26.060(C)(2)

OPEN SPACE PROV'D: 22.43% (AFTER REMEDIATIONS)



~~Development Agreement conditions limiting the height in the CCS to 35ft. and the height in the CCM to 55ft - Kimball  
2<sup>nd</sup> by: Ward  
Vote: Hampe -Yes; Ward - Yes; Davis - Yes; Kimball - Yes  
Moved~~

- C. **Zoning Recommendation** for Hargrave-Hathaway Annexation File No. ANNX-22-8 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council on a request for a zoning designation of Residential Mixed (RM) on 9.63-acres which requires a Development Agreement. The requested action is to recommend RM zoning in support of an approximate 9.63-acres annexation request to the City of Post Falls. This request also required a Development Agreement which can have restriction embodied within it. The desire to construct about 77 townhomes or less and retain a 31,000 square foot commercial lot. It is located just a tad west of the intersection at Chase and Poleline, along the north side of the Montrose Development and just west of the Black Stallion lots. The current land use is larger residential lots in the county with no significant topology or vegetation matters and is over the Rathdrum Aquifer. Water will be provided by East Greenacres Irrigation District and sewer would be provided by the City of Post Falls. Some of the RM design elements you have a minimum lot size of 4 acres of for the product types of duplexes, twin-homes, and single-family the maximum height is 35' and all other structures is 45' the reason is because the RM allows for up to 20% multi-family and 10% commercial so the 45' goes towards those other uses. Open space requirements in the RM are 7% of the total site, they are planning on doing the town-home option of the RM with the open space being a passive recreation with some amenities. They are proposing a trail system that connects to the improved section on the south side of the development with the commercial site located along Poleline. Permitted uses multi-family residential uses cannot exceed 20% and neighborhood commercial/office uses cannot exceed 10%. Because they are planning to do townhomes, units on their own platted lots they may have zero lot lines, but it is no different than any other single-family home. They are proposing no zero multi-family, I know some comments for the public notice there was a lot of mention of multi-family and wanted to make it clear they want to do single-family townhomes. They have commercial restriction and are capped at 7.4% of the development area.

Zone Change Criteria:

- The future land use has this designated as low density residential. All types of single-family residential uses up to eight dwelling units per acre, the 77 townhomes (single-family) on 9.63 acres equals to 7.9 dwelling units per acre. So, this makes them eligible to request the RM as an implementing zone within that low density. Looking at it being consistent with the focus area, Central Prairie, support provisions for a variety of housing types and densities, the roadway classification is able to support in excess of 4,000 vehicles per day. 2035 project traffic volumes are for 3,000 vehicles per day. Both Poleline and Chase are classified as minor arterials that are designed to accommodate traffic volumes of 6,000-15,000 vehicles per day. Poleline Ave. is estimated to have 2025 volumes of 1,700 vehicles per day and 2035 volumes of 3,000 vehicles per day.
- Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health; maintain and improve Post Falls' small-

town scale, charm, and aesthetic beauty; and maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives. As you can see with the Black Stallion development the city received the improvements along Poleline Ave. and they also planned to extend Miss Hannah Ave and would come back to Poleline and with development they would improve the northern portion of the trail connecting it to the north side with some improved pedestrian connection and would be in line with goal 6. Goal 7, plan for and establish types and quantities of land uses in Post Falls supporting community needs and the and the City's long-term sustainability. To protect and maintain Post Falls' natural resources including clean air, soils, river, and aquifer, and minimizing light and noise pollution citywide; maintain the City's long-term fiscal health. Policy 1, maintain or enhance community levels of service; foster the long-term fiscal health of the community; maintain and enhance resident quality of life; promote compatible, well-designed development; implement goals and policies of the comprehensive plan, related master plan and/or facility plans. Policy 2; looking at future land use maps compatibility with surrounding land uses infrastructure and service plans existing and future traffic patterns. The staff report goes into further analysis. Policy 7; encourage the development of off-corridor access and circulation for commercial and mixed-use areas of abutting limited arterials. Encourage compatible infill and redevelopment of vacant and under-utilized properties. 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. This policy ties back to the Land Use Planning Act and what I mentioned earlier about the purposes of it regarding housing and for jurisdictions. Policy 27 work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency. With this development and future phases of Montrose you will get this.

- We recently received a major PUD amendment and subdivision plan for Montrose, they're looking at phasing in their portion south of Poleline Ave. They show the pedestrian network they intend to construct going east and west connecting to Clark Fork Parkway which would go up to Poleline. At some point in the future there is a plan to construct a bridge on Poleline to make that connection to the west towards McGuire. There currently are 2 users on the rail line and at such time they are no longer using it the city will discuss providing a green trail from Montrose to downtown towards our city center planning area. There is an approved subdivision to the east at the northwest corner of Poleline and Chase called Coleman Acres, they haven't started construction, but they are approved and for all intensive purposes except for a couple of county islands it may be feasible to attain those frontage improvements on both north and south side meeting the road classification requirements.
- These are minor arterials so the road will be designed to handle significant traffic which would make it compatible with some commercial uses.
- To acknowledge that there is no high-intense urban activity area near this, so it lends itself to some lower density hence the future land use designation of low-density designation.
- Industrial zoning is not applicable.

All the agencies have been notified and we received comments from the Police Department as being neutral as well as the School District and the Kootenai County Fire reserve the comments for the review and permitting process. Post Falls Highway District is in support and the Department of Environmental Quality had no impact comments at this time.

**Kimball** – In order for an RM zone to be appropriate in the low density to residential it must be 8 units per acre or less, correct?

**Manley** – Yes

**Kimball** – So, would it then be appropriate to limit the density in the agreement to 8 units per acre to keep it in conformance with the Comprehensive Plan?

**Manley** – That is what they attempted with the 77 units as a cap, 9.63 divided by 77 and came up to 7.9.

**Kimball** – I understand the math it just doesn't say it in the agreement.

**Manley** – Okay, that should have been an add in, yes.

**Ward** – Can you go to the traffic count slid?

**Manley** – I'll answer certain questions, Mr. Palus is here to answer the rest.

**Ward** – The 2035 projections, when was that done, it definitely wasn't done before the growth right?

**Manley** – Mr. Palus said 2014, I will say this, the proposed amendment that Montrose is moving forward they plan on removing about 300 multi-family units that were approved in that area to the north. So, they are converting their multi-family units to single-family lots.

**Ward** – The only egress right now would be through Montrose down Clark Fork or back out Poleline to Chase right, there is no other exist to get to McGuire from there. They blocked that off a couple years back.

**Robert Palus, Assistant City Engineer** - So currently from this location here you do have Clark Fork Parkway which does go down to the south connects with Midway Ave. by the elementary school which would go out to McGuire. Then you also have Santium Dr. which doubles back up to Poleline Ave. that was a temporary road access point that was put in when the railroad crossing was created to allow for the elementary school.

**Ward** - So it still funnels them down through Montrose though.

**Palus** – Yes, and when you were talking about the year that the traffic counts were done in 2014 with the 2035 volumes being the City of Post Falls at about around 90,000 in population and that also considers that 3,000 volumes with that bridge over the Union Pacific Railroad and that's really what's driving the additional traffic coming in this area.

**Ward** - Is Clark Fork classified as minor?

**Palus** – Yes

**Hampe** – It doesn't exist right now though, does it?

**Palus** – It does exist right now it is a 2-lane roadway with no urban improvements, no curb gutter, sidewalk.

**Hampe** – So it is running through there.

**Palus** – Yes, Clark Fork is an urban roadway, 36' in width up to just north of Snoqualmie Ave. and then it reduces down to a 2-lane roadway that done to provide additional access and emergency services to the area.

**Hampe** – Okay

**Palus** – One thing to note, we do anticipate that Clark Fork Parkway will probably have to bounce about 200' further to the east to accommodate a future bridge at that location.

**Applicant, Bret Hargrave** - I just wanted to reiterate just a couple of things and then point out potentially a few other options or other points of interest on this. Number one is that on the density because I think that there's been lots of comments and concerns about the density going in and that is eight units per acre being allowed, we are maximizing that. But we are following that up to its fullest potential; the other thing that I wanted to address is there were some concerns about privacy and these units are only allowed to be up to 35 feet in height which is the same height as a single-family home. So, there's no difference views blocked or somebody peeking in your backyard or whatever that potential is exactly the same. The other thing that I think is noteworthy about this and this goes to protecting what I think a lot of people are also concerned about but are sometimes a little bit reserved in how they present themselves and that is frankly their property values. That's a big concern and it should be a concern for everybody but thankfully the City of Post Falls has some pretty good guidelines on what you can and can't do for townhouses for example, you cannot use vinyl siding it doesn't have the same durability as brick, stucco, stone, fiber, or cement products like that and so over the long term you have a better product. The city has put together some code requirements to offset facades giving the building a varying look there's also a requirement to have a bit of a themed approach to your development and requiring a minimum of 2 varying options. So, you can't have one set of townhouses look colonial and the next one look completely out of place with some sort of salt box look, there must be a continued theme. This is to help protect the value of the development and your neighbors' properties as well. I think the next point is probably the most important thing is we're talking about individual home ownership this is not a development to be sold off as a multi-family group it is our design and intention to hold on to a unit or two to service our own family as well. The reality that we see is that Post Falls as a community is getting tough and doing townhouses like this gives us the ability to provide a little expansion and with that rapid expansion is a rapid climb in property values and the ability to buy. This gives some diverse and competitive housing options for those that want something that is a little less maintenance and gives professional housing for those that are interested in something in a product like this. So, we want to meet that need one of the other things that I want to address as well is the ability for the commercial space and I think that there's some concerns. When somebody hears commercial space especially after this evening, you're talking about in previous discussions commercial space and what it can do out on 41 and Prairie and that sort of thing and that's not what we're talking about. The commercial space is 31,000 square feet of lot space but in that we're talking about a maximum of about 4,000 square feet of building capacity space. We are looking for community centered like a bakery or coffee shop we're looking for opportunities for a mom and pop to come in lifestyle businesses to come in. The goal is to provide services that people want to walk to and provide a community a commercial space that is open and inviting for a community that wants to walk inviting Montrose, Black Stallion, and the developments to the east of us there along Poleline. We're not talking about restaurants or fast food, or convenience stores that can drive a lot of traffic we want to develop something that will encourage walking traffic. So that's that is the goal and that's everything that I wanted to present.

### **Testimony**

**In Favor – Read into the record by Davis – William Hathaway** – My wife and I reside on the west half of the proposed annexation; we have lived there for 16 years and support the annexation.

**(In Opposition) Tyler Mort** - Born and raised here I sell real estate here and do some building I have a small building company and do a little bit of developing with my uncle and dad and I look at this think the drawings are beautiful but just look at the area and what's surrounding it. It's all R1 R1S there's a reason why The Meadows and The Prairie Meadows are the most sought-after development in Post Falls, it's because bigger lots and the elbow room with shop space. I've yet to meet a buyer that comes into town from Seattle, California, Colorado, wherever they're coming from that says I want to live in a townhome on the prairie, let's just let's call townhomes what they are a duplex. It's a duplex and I think no one's opposed to the annexation I've talked with neighbors' people in the existing development no one's opposed to the annexation they'd like to see it stay consistent with what's there. Especially when part of the access is off Miss Hanna everything in Black Stallion is a quarter of an acre, third of an acre, up to I think .79 acres. So, I'm the one building in Black Stallion right now, no doubt that you put a nice product in there Mr. Hathaway, but I haven't sold a house under \$800 grand. So, you start looking at that and that people are buying bigger homes with shops and bigger lots; then there is a townhome project right across the way. I get it I'm in the business more lots means more money and higher density means more money makes it more desirable. As far as if you were to ever sell it or whatever it makes it more desirable but just from a citizen that lives there and what's already in that development, I look at that and I just go man how much more high density does Post Falls need? Just come in east from Spokane and what's the first thing you see when you cross state line, it's apartments. There's lots of duplexes, townhomes, so again I have no qualms that it'll be a nice product. You seem like a great guy I think you'd probably do a great project in there; I just look at what's surrounding it and I just don't think it fits. I look at the road system in there Poleline's essentially a dead-end road and I know that's a huge concern about whether the studies say it can hold it or not, but you know 77 lots two cars apiece 100 and some odd cars coming through. Accessing either through Miss Hannah or right up the school zone on Clark Fork so just some things that I look at and when you look at what's surrounding it and why that area there is a desirable area it's the bigger lots and the ability to have shops so again thank you.

**Elizabeth Godbehere** - I'm a nurse in the area I work at all the hospitals in the surrounding area. All the hospitals in the area are having big staffing shortages and we are hiring expensive contract labor and one of the number one concerns is the lack of diverse housing, no one can find housing the area speaks for itself there's no reason why contract labor that comes in shouldn't stay. It's just they can't find places to live and townhouses well I mean everybody would love to be able to buy 10 acres on the prairie it's not feasible and townhouses are a good option for professional housing.

**Jonathan Frantz** - One of the things that I particularly like about it is the fact that it is individual lots that it is individual home ownership. There's a lot to do with multi-family out there and there's some undesirable aspects to large multi-family projects but I think when you get to a project like this, and you see that there's individual ownership you get that pride of home ownership. I think that goes a long way, one of the other aspects that I do like about it is, I certainly appreciate everything Mr. Mort said, but not everybody has the ability to buy an \$850,000 house or property there's a lot of housing issues that are going on right now. I believe the median household or the median sales price for a single-family

home here in Kootenai County just crossed the threshold of a half a million dollars. That's getting really difficult for a lot of folks, under a quarter of the county can actually afford a median price single-family home right now. I view projects such as this as a potential answer for those problems we've got the ability to put forth some housing in a manner that can accommodate some folks that don't have the 850 to a million dollars to be able to buy a house, but they can still come here they can still get their piece of the American dream or perhaps the Kootenai County dream. I think it provides some real solutions to a lot of the things that we're looking at and for that reason as opposed to coming in with a true multi-family project I do support this style of project here something that I think could be realistically attained by.

**Neutral**

**In Opposition – Tracy Matheson** - I am on the property adjacent to the Hargraves and very much appreciate your brother getting up here and speaking about affordable housing in the area and the fact that you had a nurse come in and talk about affordable housing. I definitely respect that and I'm for it, but you can't say in one minute that you want to make these affordable townhome duplexes and then talk about contract labor because it is temporary workers that are in here for contract labor going to buy a townhouse or a duplex. It kind of seems like it's coming from both sides, and it is a congested area it is a dead-end road it's on my property line and I've known the Hargraves forever until this I really respected them and liked living next to them, they were great neighbors for a long time. Very few incidents over the years but the fact that they're trying to do this and act like they're invested in the community is disheartening and I will never view it the same I'm adamantly opposed to it, and I wasn't going to get up here and speak my daughter told me to behave because I get very passionate because it's on my line and I get myself in trouble. Which is very true, and I think honestly that Tyler said everything in the sentiment that we're all thinking so with that I'll shut my mouth before I get in trouble.

**Howard Burns** – It's a nice project in the wrong place, should be R1S zoning. We talked about Cecil and 16<sup>th</sup>, it would be great there, Greenstone has a huge chunk of RM property where I believe they will be doing some townhomes and projects on Prairie over in the developing area, south of Prairie. There will be some nice development there, at least that's what they promised. If it becomes some kind of multi-family, well let's call it single-family lots, I still come back to the same issue as I mentioned out on Cecil and 16<sup>th</sup>, keep Blackrock from buying them out and turning it all into rentals. They have the right to do so unless you restrict it in the HOA. You can say small lots with lovely townhomes and it's not affordable if you look at Coeur d'Alene, they just build 6 on smaller lots off Sherman Ave. and they range from 2.4 – 2.9 million so there is no guarantee about the price. So, just keep it R1S keep the RM where it is already approved there is lots of it. Let's just hope Greenstone starts building where they already have the rights to.

**Lynn Collett** – We have lived in the Prairie Meadows development for 6 years. I was drawn to this City because of its beauty, friendly people, and small-town country feel. The R1 zoning in this area has been in place for many years. I feel that a high-density project with 77 lots on 9.63 acres would not be appropriate in this location or be in the best interest of the community of City. The traffic on Poleline is already becoming a problem and this many units would add a massive amount of additional congestion and the noise and light pollution would also affect our community and quality of life. These types of high-density projects are initially held to a high standard but as time goes on, they often deteriorate affecting the value of properties in the surrounding areas and city. As homeowners we also feel blindsided to hear the owners of the property have been



meeting with the city since last September, and we only found out about it a month ago. I contacted the city over the last few years and was told more than likely this property would be zoned rural residential in keeping with the existing homes and development. If we all want a cohesive city, we can be proud of, townhomes, condos, or apartments are not the appropriate fit for this location. We are counting on the City Council and Planning and Zoning Commission to please represent us as a community and vote no on this project. I feel a single-family housing project consistent with the surrounding area would be a much better fit and falls within the existing goals the city had in place for many years.

**Manuela Armbruster** – We purchased our property in 2013 because we saw that the existing laws and regulations of the City of Post Falls wouldn't affect our privacy and rights in any way. I'm writing to voice my strong opposition to the RM designation for the Hargrave-Hathaway plot on the piece of land along Poleline Ave and directly south of my property. The proposed development of close to 80 townhomes is not in the best interest of the City of Post Falls. It will adversely impact our community services, such as police, fire, water, and sewer. It will also add over 100 new cars to our roads which are already impacted and will also cause a strain on our local schools. The proposed RM designation is not at all in line with the Future Land Use Map created by the City of Post Falls Planning and Zoning Commission, which places this plot of land in the middle of a large area of exclusively R1 zoning (single-family homes). A townhouse development would damage the small town feel of the area as well as the aesthetic beauty of the area, which is in direct opposition to the City of Post Falls Comprehensive Plan, which states one of the goals of the land use planning is to "maintain and improve Post Falls' small-town scale, charm, and aesthetic beauty". Which is what we so much enjoyed so far living in Post Falls. Finally, I am very concerned about the adverse impact that this proposal zone change will have to my property and property value. It is very upsetting to imagine 15 townhouses along the fence line of our property. The nuisance of noise and loss of privacy would affect our quality of life immensely. Please do not empower a few greedy developers to destroy our and our children's lifestyle which we have worked so hard for to accomplish. They will not fool me by glorifying themselves pretending they will do something amazing to our community, NO, I don't believe it. I am devastated that they only think about themselves and fill their pockets but not about their fellow citizens who must live and deal with the mess they create. I hope that our City Council members will keep their promises they made to us residents when they were running on "Slow Growth Post Falls." Please vote No regarding the Hargrave-Hathaway Annexation.

**Gary Alvarado** – I have been a resident since I was 7 years old, I've seen a lot of growth. Post Falls was just a couple of taverns when I was here, other than my stint in the United States Air Force I came back home, and I lived in the county. I got to a place where I couldn't continue to take care of my 10-acre property, and we moved into town. Town was great because Poleline was basically a dead-end and once they put in Clark Fork we saw an uptick in traffic, a significant uptick in traffic. We've got Westridge Elementary School (statement was Ridgeway) down there off N. Clark Fork Rd. As I said I have been here a long time and growth is inevitable, last week when I was here you talked about the best interest of the city, and you spoke of the new policy, and you were making some amendments to it. You voted it in, and I didn't have the ability at the time to address certain things, but I must ask, who is the City of Post Falls, you as the Commission are not, individually you are but not as a Commission. These people out here are the City of Post Falls with the exception of Mr. Manley who lives in Washington and the Hargraves who live in Utah. So, 50% of those people over there do have any stake in this game

other than to enrich themselves. So, when we look at the amount of traffic that's already there, you must ask yourself 77 units X 2 because typically they're going to have 2 vehicles. Where are they going to park, the project looks nice on paper and it does, as he said, nice project wrong location. R1 throughout the entire area and now we want to do these high-density apartments basically condos, townhouses they might sell them now but, in a few years, they will want to rent them. Soon vehicles will be parked along Poleline, where else are they going to park. Talking about greenspace, it is small, there isn't going to be a lot of greenspaces. Drive down Clark Fork and into Ridgeway and you will see cars are parked on both sides of the street it is narrowed because of boats, RVs all throughout the neighborhood because they can't park in their garage. Miss Hannah, right now it is a cul-de-sac and there is only one way in and one way out. Just go drive down there and you will see the black patches from people racing down that road, twice they have almost taken out my fence.

**Manley** – Not that it matters but, I live in Post Falls, and I run Poleline Ave and Clark Fork.

**David Collett** – Are the roads big enough for a fire truck to get down them?

**Davis** – You can continue, we will make notes and address them when we come to it.

**Collett** – Okay, if someone parks on the road can they get a fire truck past them? did he get his realtor's license and if he did who will sell them? I hear you are going to move out of the neighborhood somewhere where it's rural. My neighbor is cop and the first thing he said about this, the crime rate is going to go way up. It's all R1 residential so why are you putting all those houses or townhomes in there for everybody to look at. They will look like apartments you won't be able to tell the difference.

**Davis** – Quick pause, when we do public comment, it's bringing to our attention obviously how you feel but if there's specific things that we need to be aware of. Obviously, traffic is an issue and those things. One thing I would strongly suggest is let's keep it to that lets not keep it to accusations or where people live or things of that nature. Let's keep it on task because we have very clear parameters that we must work from and the personal feeling and how you feel about an individual and where individual lives doesn't really matter in this case.

**Ava Doman** - I'd like to comment on this as of July 2022 the new annexation criteria now says is the proposed zoning district consistent with the vision for the area contained in the currently adopted Post Falls Comprehensive Plan. The Central Prairie Comprehensive Plan Appendix A discusses multi-family housing along Prairie Avenue and commercial development along Prairie Avenue; if this is the case, why are we considering a Coeur d'Alene River Stone wannabe in the southwest corner of the Central Prairie that is thriving with single-family neighborhoods. The Central Prairie Comprehensive Plan Appendix A also outlines a focus of commercial uses where traffic volume exceeds 4,000 vehicles per day. We covered this already and currently Chase and McGuire don't even connect on Poleline. I will tell you the plans seem to be very conceptual and very premature the project narrative document for the Micah Station annexation and subdivision indicates the proposed subdivision supplies important commercial space opportunities according to LoopNet; we currently have over one half of a million square feet in lots reserved for commercial construction. Ray just said there's a lot of commercial in this area to say this project supplies important commercial space is vague and may or may not be true commercial space in this part of the Central Prairie is not necessary why don't we fill the existing Tedder Business Center with thriving businesses instead why don't we follow the city's Comprehensive Plan to focus commercial development along Prairie Avenue. One

additional item from the project narrative indicates access through this 9-acres is a continuation of the street called Miss Hannah Avenue, to me the terminology of Miss refers to young unmarried women or girls under the age of 18. And seems to be enjoined with another female name specifically Hannah. Why are we perpetuating terminology with a southern United States reference and a female-related name in a street in northern Idaho. Perhaps I have completely missed the point, miss should be more of a verb meaning, fail to hit, reach, or contact. We appear to want to be progressive in terms of housing like a big metropolitan city in western Washington and yet we are certainly not progressive in our terminology. This development does not meet land use goal number 3, to improve and maintain Post Falls small town scale, charm, and aesthetic beauty this development is a western Washington copycat. Even the developer of this project acknowledges the proposal for 80 townhomes in his email on September 27, 2021, quote "Our concept is not what we typically see happening right now in this area." Aside from making a lot of money why has he changed his mind? While I'm in support of annexing the 9-acres into Post Falls I do not believe the proposed development in rezoning to the Residential Mixed Area is in concert with the Post Falls Comprehensive Plan for the Central Prairie keep this property as R1.

**Douglas Williams** - I believe you have all taken an oath of office which included an oath to uphold and defend the Constitution of the United States, when was the last time you read the Constitution, yesterday, last week, last year, ever? A lot of people believe that something is constitutional, when in fact it isn't even mentioned in the constitution and a fallacy is promoted and sold to the people who have no idea what the constitution says, because the people have not even read or studied it. I also assume you have read and are familiar with and have studied the Post Falls Comprehensive Plan growth areas, focus points, future land use maps, and land use goals you are now contemplating the Hargrave-Hathaway Annexation. The developer has put forth his plan for this project in the which he has eloquently put forth the fallacy that the proposed land use conforms to the surrounding area, if you read the emails between the city planner and the developer it appears that the planner aided the developer almost guaranteeing it will pass. Is that conspiring and colluding, is your criteria for services the only criteria that you use? What about the criteria of an input of the citizens I am sure the developer has made all kinds of assurances regarding how the property will look and function, but how does lower income property look in 10 years or 20 years. Who and why would you put an unsightly pimple on the face of pristine housing R1 around that surround this zoning area? Read and study your Comprehensive Plan the land use maps and especially the land use goals the ordinances describing low density residential and high density residential and misused zones. Any assumption that this project fits into the surrounding area or the Prairie Use Focus Area is ludicrous and ignorant or simply delusional. I believe you have taken an oath to uphold to defend the Comprehensive Plan and City Ordinances is fully written I expect you to keep your promise and deny this request, thank you.

**Jean O'Neill** - I am vehemently opposed to the RM zoning request for the Hargrave-Hathaway piece of land and I feel hopeful coming here tonight to talk to you because, watching the two previous annexation requests I see that the three criteria that you use are first looking at the future land use map for the City of Post Falls. For me this is a very clear case where that piece of land sits very solidly within R1 zoning there's literally no other pieces of property adjacent to this piece of land that is anything except R1 not even an R2 it's all R1 everywhere around it. Those of us who bought adjacent to this piece of land we detrimentally relied on the fact that that piece of land, if it ever was developed,

would be R1. Sorry I'm a little nervous not used to public speaking I'm used to mommying. But we detrimentally relied on the fact that maybe one day that land would be developed but it would be probably single-family homes and not townhomes. The second criteria that you guys are looking at are the Post Falls Comprehensive Plan and just looking at the different goals. The first one that caught my eye was to maintain and improve the provision of high quality affordable and efficient community service in Post Falls, it concerns me the strain that this many houses on this small piece of land would cause to our schools, our fire, our police, our sewer, our water these are all things that we need to work effectively for us all to enjoy our community services and our community. The other one that caught my eyes and probably the most important one is to maintain and improve Post Falls' small-town scale, charm, and aesthetic beauty. I think if you were driving down the road and looked around everywhere and saw all these single-family homes and then came upon townhouse it would just look strange, it would not maintain the aesthetic beauty. It sounds like a lovely development and a lovely idea it just doesn't sound like the right place to put it and I think it aesthetically would look very strange to have single-family homes and then a townhouse development. The third thing is the traffic and I feel like everybody has effectively spoken on the traffic issues along Poleline it might be deemed a minor arterial road but it's really a neighborhood road. It stops and the intersection there will be very busy with the addition of 150 extra cars. I just wanted to say from a personal note, one of the reasons that we made an unconventional choice to buy along a train track was because for us, we have many children, and for us it was important for them to be able to play freely in our backyard. To have carefree childhood and it upsets me a lot, I know 35' doesn't sound like a lot but when you shove eight townhouses against our fence line, 35 feet is going to still be second story houses that are going to have people eight families who are going to be able to look down into my backyard and see my children playing. I feel like when we bought the property, we relied on the idea that it would be a consistent use of land for that place and one thing I haven't heard mentioned that we had discussed was the presence of a very large gas line that runs along Poleline. I'm not an expert in gas lines but it does concern me the idea of a large gas line and a high concentration of people who will be living along it. For the people who are going to potentially buy townhouses there I think I would like to hear more discussion about that.

**Andy Shepherd** - Two years ago our family decided to relocate our business here to Post Falls and I am all in favor of growth, if you see our business, it is Grow Ignited. I'm all in favor of economic growth but I'm also in favor of following a plan, you guys did a phenomenal job putting together your Comprehensive Plan. When we're working with businesses helping them grow, we always see that the most success comes from following that plan when we chose Post Falls to relocate our business to, we looked at your Comprehensive Plan. We relocated from northern Indiana we really didn't have any idea about the growth that was going on in the community we just saw a quaint town with charm, and we would be close to family in Washington. When we moved in and looking at the plan, we looked at the development around everything around our property, by the way we live at 1550 West Broad Water, and the back of our property points directly at the new proposed development. When we looked at that plan, we saw this is a great area it's going to maintain quaintness it's going to maintain the charm of the city and it's all zoned R1 everywhere, except for the one triangle behind us, what is the likelihood at that point as a family moving in that you would assume that would become a RM or a zone other than R1, very unlikely. So, we thought it was safe to purchase that property if we look at

the market, currently and I know that housing costs have risen. I will just speak to the contract nursing, I will say Northwest Specialties Hospital, if you look at that hospital their culture that they promote they have very little to no contract in nursing, because of their culture, their amazing culture. We have an amazing culture in the city from what I can tell we don't want to change that we want to keep drawing people into this quaintness because that's what drew us but when we look at the real estate market, last year versus this year, last year in June there was 463 active listings in Kootenai County this year in June we have 1006 active listings. Last year we had 1,650 homes sold which was up 11 from the year prior, this year we have 1,362 which is down 18 from the year prior. I would like to encourage you guys to follow your plan you have a plan, there's a time and a place I'm not saying that this isn't something that is needed by our community because it really is, we do need some townhomes. This is the wrong area for this development we need to stick to our plan so we're successful moving forward into the future.

**Rebuttal: Bret Hargrave** - There's been a lot of valid concerns and a lot of comments mostly pointing to concerns of interpreting property values is what I'm hearing, I understand that and it's a very legitimate concern. One of the benefits of this Residential Mix is that it comes with this Development Agreement that we're already talking to the city about and what this looks like. So, there's a strong ability for the city to have some input on how to protect land values of the neighbors. I would just encourage the thought process, as far as the concerns on density, I know that eight units per acre or 77 units on 10 acres sounds like a lot. When we talk about high density, just for a point of reference I am a construction manager and I do currently reside in Utah, I am working on a 10-acre project where we're doing 400 units on 10 acres. That's what I'm doing right now, so 77 on 10-acres it's not a high density when you consider what is allowed in R1. R1 is up to 8 units per acre that's what's in the code and so if it wasn't townhouses individual lots in there would eliminate green space and take away any sort of ability for a community feel. We would just be stacking units in there and nobody wants that next to them either and we certainly aren't interested in a project like that but, it is a possibility and is a reality and so we feel that this proposal is by far what would give it the highest and best use. It will add value to the area and add value to the city of post falls as a whole and with that limited commercial opportunity add value to that neighborhood and surrounding neighborhoods.

**Ward** – Does the fire truck fit down the road?

**Manley** – We have the Fire Department here.

**Chief Ryan** - When projects come to the Planning and Zoning Commission there's still such a global picture that the fire department doesn't get involved with access and things like that until we start getting further into the plan and start finalizing things. Because there are so many variables that come into place, but we do make sure that road width is acceptable that even with on-street parking we have access and then we look at alternate means of ingress and egress as much as we can. The Fire Department is limited especially when it comes to residential development, really all we can talk about is access and water.

**Ward** – Do we have an idea on when the bridge is being built?

**Palus** - Our current Transportation Master Plan and our Capital Improvement Plan from our impact fees has it identified as a long-range project, so that would mean a project that should be constructed by the year 2035. Right now, we are in the midterm of that which goes through projects through 2025 so somewhere between 2025 and 2035 depending

upon when dollars are available in the impact fees. We are in the process of starting a Transportation Master Plan update that would be starting this fall so sometime within the next 18 to 24 months we would have an update which would better identify where those plans may occur.

## Comments

### Zone Change Criteria:

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

**Hampe** – I don't think it is, if we look at the Future Land Use Map, everything in that area is designated as low density residential. This doesn't fall within the Future Land Use designation.

**Kimball** - It is low density residential on the Future Land Use Map and by definition in our Comprehensive Plan that is up to 8 units per acre, and I think that that's what they've presented. That's what we can condition in the RM zone I think that was intended to be in the Development Agreement and so I guess technically speaking by definition it meets that requirement, although may not feel like it.

**Ward** - My thought would just be the fact that you're sticking all those cars back in that corner and everybody will go past one of our schools that's already overcrowded in Montrose and run them all the way back out to Poleline and all the way down. If they want to egress down to I-90 they would go all the way down Chase which puts them past another school. So, the town definitely needs the housing options and and I appreciate everybody wanting to maintain their housing value but decide what's best for a community overall and that includes everybody not just the \$800,000 property owners. I do think in my opinion that this is a great plan but a little too early, having all those cars back in that corner and I'm down there quite a bit, it's crazy there are cars parked all over Clark Fork Parkway.

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

**Kimball** - I think that our goals and policies in the Comprehensive Plan support this. In our first public hearing tonight, the staff talked about affordable housing and mandates in state code that frame our Comprehensive Plan, it's not just affordable housing, it's a variety of housing types and we really don't have any townhomes here in Post Falls to speak of. The fact is I personally don't like the fact that, I mean personally I feel great that my house value is quadruple, not excited about the fact that it has priced so many working-class people out of home ownership. As a Planning Commission and as a city and according to state code, we have an obligation to provide a variety of housing. Someone said it tonight, people who move here are buying an \$800,000 house they're not looking to buy a townhome, that doesn't mean that there's no market for that. It means the people who probably grew up here and are working in a decent job, but they just can't afford a house maybe this gives them an opportunity for a route to do it. The project on McGuire that we looked at or just off McGuire a little bit ago with those twinhomes it's similar in a similar area, those are surrounded by five-acre tracks, and I think that the goals and policies are laid out pretty well by staff and the staff report and I think it meets a lot of them.

**Hampe** – I think we do need a variety of housing and from the standpoint of financial higher end to lower end but, I believe we have had a lot of that come before us. We have had no R1S come before us, and this is in an area that was largely designed for R1S. They've had some exceptions to it for the Prairie Meadows they received some lot size adjustments through a PUD, I think. What we don't have a lot of is larger lots, smaller lots have come before us so, I disagree that we are not servicing the community with more affordable housing. A gentlemen stated it's a great project just wrong location and I agree with that.

**Davis** – We have had a lot of smaller stuff come before us, but I think it was in multi-family, the idea of actual homeownership... I hear a lot of things tonight and I think it is emotionally driven in the sense of 1) I think we've all looked and had staff look and we've never found anything that says a project like this or anything close to it will lower your home values. I live in Post Falls, and you hear, well these townhomes are going to come in they're going to be dilapidated and it's going to cause this, that, and the other. I drive through subdivisions all of the time and I see garbage stacked up all over the place so you can't put that on this kind of project. I think if you look at it and that there is an argument for it not being in the right place, absolutely, but does it fall within the Comprehensive Plan, I think it does.

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.

**Davis** – Ward, you hit on this a little bit, your biggest concern was traffic.

**Ward** – Yeah, so I think the average is 2.6 cars per house, if you add it up it escalates the count of cars and if they come out and half egress into Montrose that's going to be a nightmare during school. I am just a little confused on it myself.

**Hampe** – Again, with the Future Land Uses, I don't agree.

**Kimball** – As an Engineer when it comes to traffic etc. at 77 houses is a pm peak hour volume of around probably 65 trips would be an average of 1 per minute. If we were to have a minute of silence, imagine sitting at an intersection for a minute, that is what the added traffic would be. I live in the vicinity of Chase and Poleline, I drive through that intersection often and in the morning peak hour it's incredibly rare to see more than 3 or 4 vehicles in the intersection much less on a particular leg. Our Transportation Master Plan has Poleline as a minor collector and those are streets that are meant for that type of traffic. 1 car per minute during the peak hour is not going to do anything significant. The Community Plan, that's the sewer stuff which is in the vicinity. There aren't any geographic features that prohibit it if a traffic problem existed Mr. Palus would have talked about it. Again, it is a zoning thing and if we talk about the fact that there's a little commercial component to it, whether it is built or not, I don't know. It would be nice to have a little coffee shop there or something to walk to. I find that to be beneficial to the community as a whole.

**Hampe** – I certainly didn't hear anyone say that Clark Fork Parkway was going to be developed to its full standard prior to this development going in if we annexed it. They said it is just a 2 lane smaller road, it's a pretty small road is what it sounds like right now. Will it be built out and able to handle more traffic, yeah, it probably will be, certainly. There isn't a guarantee, and no one said that was going to happen before

this development. I don't know why we think that will handle all the traffic. So, I don't agree.

**Kimball** – From a traffic standpoint are you talking about the area that goes across the field that's just 2 lanes.

**Ward** – Yeah.

**Hampe** – Isn't that the road we are talking allot about.

**Kimball** – Prairie Ave. has 2 lanes.

**Hampe** – Yeah, and you think the traffics great on Prairie Ave.?

**Kimball** – It isn't a capacity issue. When it is built out, it will be to the full width.

**Hampe** – Sure when it is built out.

**Kimball** – At this point there is no traffic issue with over 200 capacity-wise and a 4,000 ADP and 60 peak hour trips it's not going to kill it.

**Hampe** – So, it's not a problem for you?.

**Kimball** – No, not at all.

**Hampe** – Okay.

**Kimball** – It's really not, the engineer part of it is there are no capacity issues.

**Ward** – There are benefits for sure the commercial space would limit vehicle miles or at least knock some off.

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** - With regards to this lower density housing at least by definition and limited commercial which is what is basically being presented, is further away from those higher intensity urban activities which is you know the Seltice Way Corridor.

**Davis** – 77 townhomes and 31,000 square feet of commercial lot space, 7% of open space, zero multi-family.

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 finding the requested zoning meet 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 a density cap of 8 units/acre in the Development Agreement. - Kimball

2<sup>nd</sup> by: Ward

Vote: Hampe – No; Ward – Yes; Davis – Yes; Kimball - Yes

Moved

## 5. ADMINISTRATIVE / STAFF REPORTS

None

## 6. COMMISSION COMMENT



**Hargrave-Hathaway Annexation  
File No. ANNEX-22-8  
Planning and Zoning Commission  
Zoning Recommendation**

**A. INTRODUCTION:**

APPLICANT: Kimberly and Brett Hargrave  
LOCATION: Generally located northeast of the intersection of Clark Fork Parkway, north of Poleline Ave. and about .4 miles west of Chase Rd.  
REQUEST: Zoning recommendation of Residential Mixed (RM) on approximately 9.63 acres, which requires a Development Agreement. As depicted in A-2.

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal and Exhibit Map
4. A-4 Hargrave Auth Letter
5. A-5 Hathaway Auth Letter
6. A-6 Title Report
7. A-7 Open Space Narrative and Map
8. S-1 Vicinity Map
9. S-2 Zoning Map
10. S-3 Future Land Use Map
11. S-4 Draft Annexation Development Agreement
12. PA-1 PFPD Comments
13. PA-2 PFSD Comments
14. PA-3 KCFR Comments
15. PA-4 DEQ Comments
16. PC-1 Collett Comments
17. PC-2 Mort Comments
18. PC-3 Widman Comments
19. PC-4 O'Neil Comments
20. PC-5 JC O'Neil Comments
21. PC-6 D Collett Comments
22. PC-7 Armbruster Comments
23. PC-8 Williams Comments
24. PC-9 Alvarado Comments
25. PC-10 Schlenker Comments
26. PC-11 Reynolds Comments
27. PC-12 Johnson Comments
28. PZ Staff Report
29. Testimony at the July 25, 2022, Planning and Zoning Commission ("Commission") hearing 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.

### **Jon Manley, Planning Manager**

Mr. Manley presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Residential Mixed (RM) on approximately 9.63 acres upon the annexation into the city of Post Falls. He stated that the applicant desires to construct about 77 townhomes as well as retaining a 31,000 sq/ft commercial lot. He noted that the zone, like other mixed zones, requires a development agreement which can have restrictions embodied within it.

Mr. Manley testified that the proposal is located west of Chase Rd. and North of Poleline and the Montrose Development and just West of the Black Stallion lots. He explained that the current land use is large residential lots with no significant topography or vegetation and the only natural characteristic or feature 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. Manley testified regarding the RM design elements which places a 35-foot maximum height for duplexes, twin-homes, and single-family with all other structures having a 45-foot maximum. He expounded that this was because the RM zone allows for up to 20% multi-family and 10% Commercial so that 45 feet is allowed to accommodate those uses. He affirmed that the RM zone does require 7% of the total site to be designated as open space and indicated that the applicant has submitted an open space plan with their application. He indicated that they plan on doing the townhome option with greenspace and passive recreation as well as a trail system. He noted the commercial site they are proposing.

Mr. Manley testified about the permitted uses in the RM zone. He explained that multi-family uses cannot exceed 20% and neighborhood commercial or office uses cannot exceed 10%. He elucidated that because they are doing townhomes, platted units on their own lots, this is no different than any other single-family homes and therefore they are proposing zero multi-family on the site. He delineated this point as there was a lot of public comment about multi-family and he wanted to make it clear that this is not multi-family, this is single-family townhomes. He testified that as far as the commercial use, it is capped in the proposal and development agreement at 7.4%, which is under the 10% allowed.

Mr. Manley testified that the Future Land Use Map designates the area as low density residential. He submitted that this designation encompasses all types of single-family residential uses up to eight dwelling units per acre. He explained that 77 townhomes on 9.63 acres comes out to about 7.9 units per acre making them eligible for the RM request. He testified that RM is an implementing zoning district in the low-density residential designation.

Mr. Manley testified that guidance for the area can be found within the associated Focus Area in the Comprehensive Plan. He testified that the area is located within the Central Prairie focus area, which supports provisions for a variety of housing types and densities as supported by roadway classification. He illustrated that W. Poleline and Chase Rd are minor arterials capable of handling six to fifteen thousand vehicles per day, which is further explained in the staff report.

Mr. Manley testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal one, three, six, seven, eight, and twelve to possibly be relevant and applicable goals. He testified that policies one, two, seven, eight, fifteen, and twenty-seven may be appropriate for consideration by the Commission.

Mr. Manley testified that 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. He indicated that they have received a major PUD amendment and subdivision plan for Montrose which includes phasing in their portions south of Poleline Ave. They will be constructing a pedestrian network and roadway construction of Clark Fork Parkway up to Poleline. He illustrated that the proposal would extend Miss Hana down to Poleline. He mentioned that the transportation master plan has identified a future bridge on Poleline over the railway to eventually make the connection westerly to McGuire Rd. He noted that the other railway going through Montrose will eventually be abandoned and will be a trail from Montrose to the downtown city center.

Mr. Manley testified that there is also an approved subdivision to the East, Coleman Acres, outside of a couple of county islands, it may be feasible to attain all the frontage improvements on both the north and south side of Poleline.

Mr. Manley testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. He explained that the site is located along a minor arterial that will be designed to handle significant traffic making it compatible with the commercial uses and residential uses as proposed and should not adversely impact the existing transportation network.

Mr. Manley 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 explained there is no high intense urban activity areas near this proposal hence the lower density land use designation.

Mr. Manley 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.

Mr. Manley, in response to a question from the Commission, indicated that the development agreement should be, if not already, capped to the 7.9 when it goes to City Council for consideration.

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

Mr. Palus testified that from this location you do have Clark Fork Parkway which does go down to the south and connects with Midway Ave. by the elementary school which would go out to McGuire. He noted that you also have Santium Dr. which doubles back up to Poleline Ave. that was a temporary road access point that was put in when the railroad crossing was created to allow for the elementary school, affirming that it funnels down through Montrose.

Mr. Palus testified regarding the year that the traffic counts were done, noting that the existing traffic counts were done in 2014 with the 2035 volumes assuming that the City of Post Falls would be around 90,000 in population and that also considers that 3,000 volumes with that bridge over the Union Pacific Railroad.

Mr. Palus affirmed that Clark Fork is classified as a minor arterial and exists right now as a 2-lane roadway with no urban improvements, no curb, gutter, sidewalk noting that it will be moved about 200' to the east to accommodate the future bridge.

#### **Bret Hargrave, Applicant**

Mr. Hargrave testified regarding the density, stating that eight units per acre is allowed and they are maximizing that. However, he added, they are following that up to its fullest potential. He testified regarding concerns about privacy, stating that these units are only allowed to be up to 35 feet in height which is the same height as a single-family home. So, he deduced, there is no difference in views blocked, somebody peeking in your backyard, or and other potential, as it would be the same as any other single-family home.

Mr. Hargrave testified that this goes to protecting their property values. He explained that the city of Post Falls has some rather good guidelines on what you can and cannot do for townhouses; for example, you cannot use vinyl siding, it doesn't have the same durability as brick, stucco, stone, fiber, or cement products like that and so over the long term you have a better product. He expounded that the city has put together some code requirements to offset facades, giving the building a varying look and there is also a requirement to have a bit of a themed approach to your development requiring a minimum of two varying options. He delineated that you cannot have one set of townhouses look colonial and the next one look completely out of place with some sort of salt box look, there must be a continued theme. He submitted that this is to help protect the value of the development and the neighbors' properties as well.

Most importantly, Mr. Hargrave testified, that they are talking about individual home ownership, this is not a development to be sold off as a multi-family group. He expounded that it is their design and intention to hold on to a unit or two to service their own family as well. He explained that the reality is that Post Falls as a community is getting tough and doing townhouses like this gives us the ability to provide a little relief from that rapid expansion and rapid climb in property values limiting the ability to buy. He described that this project gives some diverse and competitive housing options for those that want something that is a little less maintenance and gives professional housing for those that are interested in a product like this.

Mr. Hargrave testified about the commercial space, he went on to state that when somebody hears commercial space, they are thinking about what one can do out on 41 and Prairie and that sort of thing, which is not what they are talking about. He explained that the commercial space is 31,000 square feet of lot space but they are talking about a maximum of about 4,000 square feet of building capacity space. He asserted that they are looking for community centered business like a bakery or coffee shop with opportunities for a "mom and pop" to come in or a lifestyle business to come in. He noted that the goal is to provide services that people want to walk to and provide a community a commercial space that is open and inviting for this community as well as Montrose, Black Stallion, and the developments to the east along Poleline. He affirmed that they are not talking about restaurants or fast food, or convenience stores that can drive a lot of traffic, they want to develop something that will encourage walking traffic.

**Public Testimony:**

The hearing was opened for public testimony.

**William Hathaway (Brief Written Comment Read into Record)**

Mr. Hathaway testified that he and his wife reside on the west half of the proposed annexation; they have lived there for 16 years and support the annexation.

**Tyler Mort**

Mr. Mort testified that he was born and raised here, sells real estate here, does some building, as he has a small building company, and does a little bit of developing with his uncle and dad. He stated that he looks at this and thinks the drawings are beautiful but just look at the area surrounding it. He noted that it is all R1 and R1S and there is a reason. He explained that The Meadows and The Prairie Meadows are the most sought-after developments in Post Falls, because of the bigger lots and the elbow room with shop space.

Mr. Mort testified that he has yet to meet a buyer that comes into town from Seattle, California, Colorado, wherever they are coming from, that says that they want to live in a townhome on the prairie. He argued that townhomes are just duplexes. He stated that no one is opposed to the annexation, they would just like to see it stay consistent with what is there, especially when part of the access is off Miss Hana. He explained that everything in Black Stallion is a quarter of an acre,

third of an acre, up to I think .79 acres.

Mr. Mort testified that he is the one building in Black Stallion right now and he has not sold a house under \$800 grand. So, he indicated, that people are buying bigger homes with shops and bigger lots; then there is a townhome project right across the way. He explained that he gets it, he is in the business, more lots and higher density means more money and more money makes it more desirable.

Mr. Mort indicated that as a citizen that lives there and what is already in that development, he just wonders how much more high density does Post Falls need? He explained that when you come into east from Spokane the first thing you see when you cross state line, is apartments. He maintained that there is lots of duplexes, townhomes.

Mr. Mort testified that he does not think it fits with what is surrounding it. He noted the road system in there, stating that Poleline is essentially a dead-end road, and he knows that is a huge concern about whether the studies say it can hold it or not. He explained that 77 lots with two cars apiece, that is 100 and some odd cars coming through. He explained that they will be accessing either through Miss Hana or right up the school zone on Clark Fork. He professed that it is a desirable area and should have the bigger lots and the ability to have shops.

### **Elizabeth Godbehere**

Ms. Godbehere testified that she is a nurse in the area, and she works at all the hospitals in the surrounding area. She explained that all the hospitals in the area are having big staffing shortages and we are forced into hiring expensive contract labor. She advocated that the number one concerns is the lack of diverse housing, no one can find housing the area. She explained that if it were not for the lack of diverse housing, there is no reason contract labor that comes in should not stay. She explained that it is just they cannot find places to live. She theorized that everybody would love to be able to buy 10 acres on the prairie, but that is just not feasible, and townhouses are a good option for professional housing.

### **Jonathan Frantz**

Mr. Frantz testified that one of the things that he particularly likes about this, is the fact that it is individual lots meaning it is individual home ownership. He stated that there is a lot to do with multi-family out there and there are some undesirable aspects to large multi-family projects, but he thought, when you get to a project like this, and you see that there is individual ownership you get that pride of home ownership, and he thought that goes a long way.

Mr. Frantz testified that one of the other aspects that he likes about it is, not everybody has the ability to buy an \$850,000 house or property. He explained that there is a lot of housing issues that are going on right now. He noted that the median household or the median sales price for a single-family home here in Kootenai County just crossed the threshold of a half a million dollars. He professed that is getting really difficult for a lot of folks, under a quarter of the county can actually afford a median price single-family home right now. He views projects such as this as a potential answer for those problems as they have got the ability to put forth some housing in a manner that can accommodate some folks that don not have 850,000 to a million dollars to buy a house, but they can still come here they can still get their piece of the American dream or perhaps the Kootenai County dream. He championed that this provides some real solutions to a lot of the things that we are looking at and for that reason, as opposed to coming in with a multi-family project, he supported this style of project here something that he thought could be realistically attained by people.

### **Tracy Matheson**

Mr. Matheson testified that she is on the property adjacent to the Hargraves, and she appreciated your brother getting up here and speaking about affordable housing in the area and the fact that they had a nurse come in and talk about affordable housing. She respected that and she was for it, but

you cannot say in one minute that you want to make these affordable townhome duplexes and then talk about contract labor because that is temporary workers that are here for contract labor, who are not going to buy a townhouse or a duplex. She thought is seemed like it was coming from both sides, and it is a congested area, it is a dead-end road, it's on my property line, and she has known the Hargraves forever and until this she really respected them and liked living next to them, they were great neighbors for a long time. She indicated that there have been very few incidents over the years but the fact that they are now trying to do this and act like they are invested in the community is disheartening and she will never view it the same and she is adamantly opposed to it. She thought that Tyler said everything in the sentiment that they are all thinking.

### **Howard Burns**

Mr. Burns testified that it is a nice project in the wrong place and should be R1S zoning. He indicated that it would be great on Cecil and 16<sup>th</sup>. He explained that Greenstone has a huge chunk of RM property where they will be doing some townhomes and projects on Prairie over in the developing area, south of Prairie. He noted that there will be some nice development there, at least that is what they promised. He queried about whether it would become some kind of multi-family on single-family lots, and how do we keep Blackrock from buying them out and turning it all into rentals. He explained they have the right to do so unless it is restricted it in the HOA. He noted that you can say small lots with lovely townhomes but that may not be affordable if you look at Coeur d'Alene, they just build 6 on smaller lots off Sherman Ave. and they range from 2.4 – 2.9 million, so there is no guarantee about the price. So, he concluded, just keep it R1S, keep the RM where it is already approved there is lots of it and hope Greenstone starts building where they already have the rights to.

### **Lynn Collett**

Ms. Collett testified that they have lived in the Prairie Meadows development for 6 years. She explained she was drawn to this city because of its beauty, friendly people, and small-town country feel. She explained that the R1 zoning in this area has been in place for many years. She felt that a high-density project with 77 lots on 9.63 acres would not be appropriate in this location or be in the best interest of the community of city. She testified that the traffic on Poleline is already becoming a problem and this many units would add a massive amount of additional congestion and the noise and light pollution would also affect our community and quality of life.

Ms. Collett testified that these types of high-density projects are initially held to a high standard but as time goes on, they often deteriorate affecting the value of properties in the surrounding areas and city. She felt, as homeowners, they were blindsided to hear the owners of the property have been meeting with the city since last September, and they only found out about it a month ago. She contacted the city over the last few years and was told more than likely this property would be zoned rural residential in keeping with the existing homes and development. She explained that if we all want a cohesive city, that we can be proud of, townhomes, condos, or apartments are not the appropriate fit for this location. She beseeched the City Council and Planning and Zoning Commission to please represent us as a community and vote no on this project. She felt that a single-family housing project consistent with the surrounding area would be a much better fit and falls within the existing goals the city had in place for many years.

### **Manuela Armbruster**

Ms. Armbruster testified that they purchased our property in 2013 because they saw that the existing laws and regulations of the city of Post Falls would not affect our privacy and rights in any way. She is strongly opposed to the RM designation for the Hargrave-Hathaway plot along Poleline Ave and directly south of her property. She explained that the proposed development of close to 80 townhomes is not in the best interest of the city of Post Falls. She asserted that it will adversely impact our community services, such as police, fire, water, and sewer. She claimed that it will also add over 100 new cars to our roads which are already impacted and will also cause a strain on our local schools. She submitted that the proposed RM designation is not at all in line with the Future Land

Use Map created by the city of Post Falls Planning and Zoning Commission, which places this plot of land in the middle of a large area of exclusively R1 zoning (single-family homes).

Ms. Armbruster testified that a townhouse development would damage the small town feel of the area as well as the aesthetic beauty of the area, which is in direct opposition to the city of Post Falls Comprehensive Plan, which states one of the goals of the land use planning is to "maintain and improve Post Falls' small-town scale, charm, and aesthetic beauty". Which, she explained, is what we enjoyed so much about living in Post Falls so far.

Finally, she stated, she is concerned about the adverse impact that this proposal zone change will have to her property and property value. She explained that it is very upsetting to imagine 15 townhouses along the fence line of our property, the nuisance of noise and loss of privacy would affect our quality of life immensely. She pleaded, do not empower a few greedy developers to destroy our and our children's lifestyle which we have worked so hard for to accomplish, they glorify themselves pretending they will do something amazing to our community and she does not believe it. She is devastated that they only think about themselves and fill their pockets but not about their fellow citizens who must live and deal with the mess they create. She hoped that our City Council members will keep their promises they made to us residents when they were running on "Slow Growth Post Falls." She implored the Commission to vote no regarding the Hargrave-Hathaway Annexation.

#### **Gary Alvarado**

Mr. Alvarado testified that he has been a resident since he was 7 years old, he's seen a lot of growth. He reminisced that Post Falls was just a couple of taverns when he was here, other than his stint in the United States Air Force, he came back home, and he lived in the county. He got to a place where he could not continue to take care of his 10-acre property, and he moved into town. He stated that town was great because Poleline was basically a dead-end and once they put in Clark Fork they saw an uptick in traffic, a significant uptick in traffic. He stated that they have an Elementary School down there off N. Clark Fork Rd.

Mr. Alvarado testified that he has been here a long time and growth is inevitable, last week when he was here, the Commission talked about the best interest of the city, and you spoke of the new policy, and you were making some amendments to it. He queried, who is the city of Post Falls, you as the Commission are not, individually you are, but not as a Commission. He stated that these people out here are the city of Post Falls, except for Mr. Manley who lives in Washington, and the Hargraves who live in Utah. So, he presumed, 50% of those people over there do have any stake in this game other than to enrich themselves. He stated that when you look at the amount of traffic that's already there, you must ask yourself 77 units times 2 because typically they're going to have 2 vehicles, asking where are they going to park. He stated that the project looks nice on paper, a nice project but the wrong location. He stated that it is R1 throughout the entire area, and now they request to do these high-density apartments basically condos, townhouses, they might sell them now but, in a few years, they will want to rent them. He theorized that soon vehicles will be parked along Poleline. He noted that the greenspace is small, there is not going to be a lot of greenspaces. He noted that when you drive down Clark Fork and into Ridgeway and you will see cars are parked on both sides of the street it is narrowed because of boats, RVs all throughout the neighborhood because they cannot park in their garage. He explained that Miss Hana is a cul-de-sac and there is only one way in and one way out. He stated that if you drive down there and you will see the black patches from people racing down that road, twice they have almost taken out his fence.

#### **Jon Manley, Planning Manager**

Mr. Manley, in a brief response to Mr. Alvarado, clarified that he does live in Post Falls and runs along Poleline Ave. and Clark Fork.

#### **David Collett**

Mr. Collett queried if someone is parked on the road can they get a fire truck past them? He asked if he got his realtor's license and if he did who will sell them? He heard you are going to move out of the neighborhood somewhere where it's rural. He claimed that his neighbor is cop and the first thing he said about this is the crime rate is going to go way up. He explained that the surrounding area is all R1 residential so why are they putting all those houses or townhomes in there for everybody to look at. He stated that they will look like apartments you won't be able to tell the difference.

### **Ava Doman**

Ms. Doman falsely stated that as of July 2022 the new annexation criteria now asks if the proposed zoning district is consistent with the vision for the area contained in the currently adopted Post Falls Comprehensive Plan. She explained that the Central Prairie Comprehensive Plan Appendix A discusses multi-family housing along Prairie Avenue and commercial development along Prairie Avenue; if this is the case, why are we considering a Coeur d'Alene River Stone wannabe in the southwest corner of the Central Prairie that is thriving with single-family neighborhoods. She stated that the Central Prairie Comprehensive Plan Appendix A also outlines a focus of commercial uses where traffic volume exceeds 4,000 vehicles per day. She stated that currently Chase and McGuire do not even connect on Poleline and she thought the plans seem to be very conceptual and very premature. She stated that the project narrative document for the Micah Station annexation and subdivision indicates the proposed subdivision supplies important commercial space opportunities. She asserted that according to LoopNet; we currently have over a half of a million square feet in lots reserved for commercial construction, to say this project supplies important commercial space is vague and may or may not be true commercial space in this part of the Central Prairie is not necessary. She asked why don't we fill the existing Tedder Business Center with thriving businesses instead and why don't we follow the city's Comprehensive Plan to focus commercial development along Prairie Avenue.

Ms. Doman testified that the project narrative indicates access through this 9-acres is a continuation of the street called Miss Hana Avenue, to her the terminology of Miss refers to young unmarried women or girls under the age of 18 and seems to be enjoined with another female name specifically Hana. She asked why are we perpetuating terminology with a southern United States reference and a female-related name in a street in northern Idaho? She noted that we appear to want to be progressive in terms of housing like a big metropolitan city in western Washington and yet we are certainly not progressive in our terminology.

Ms. Doman testified that this development does not meet land use goal number 3, to improve and maintain Post Falls small town scale, charm, and aesthetic beauty this development is a western Washington copycat. She noted that the developer of this project acknowledges the proposal for 80 townhomes in his email on September 27, 2021. She stated that she is in support of annexing the 9-acres into Post Falls but does not believe the proposed development in rezoning to the Residential Mixed Area is in concert with the Post Falls Comprehensive Plan for the Central Prairie, keep this property as R1.

### **Douglas Williams**

Mr. Williams testified that the Commission has all taken an oath of office which included an oath to uphold and defend the Constitution of the United States, when was the last time you read the Constitution, yesterday, last week, last year, ever? He stated that a lot of people believe that something is constitutional, when in fact it is not even mentioned in the constitution and a fallacy is promoted and sold to the people who have no idea what the constitution says, because the people have not even read or studied it. He assumes you have read and are familiar with and have studied the Post Falls Comprehensive Plan growth areas, focus points, future land use maps, and land use goals you are now contemplating the Hargrave-Hathaway Annexation. He stated that the developer has put forth his plan for this project in the which he has eloquently put forth the fallacy that the proposed land use conforms to the surrounding area, if you read the emails between the city planner and the developer it appears that the planner aided the developer almost guaranteeing it will pass.



He theorized that conspiring and colluding, is the only criteria that is used. He asked, what about the criteria of an input of the citizens? He was sure the developer has made all kinds of assurances regarding how the property will look and function, but how does lower income property look in 10 years or 20 years. He inquired who and why would you put an unsightly pimple on the face of pristine housing R1 around that surround this zoning area? He urged the Commission to read and study your Comprehensive Plan the land use maps and especially the land use goals the ordinances describing low density residential and high density residential and misused zones. He stated that any assumption that this project fits into the surrounding area or the Prairie Use Focus Area is ludicrous and ignorant or simply delusional. He believed the Commission had taken an oath to uphold to defend the Comprehensive Plan and City Ordinances as fully written expected them to keep their promise and deny this request.

### **Jean O'Neill**

Ms. O'Neill testified that she is vehemently opposed to the RM zoning request for the Hargrave-Hathaway piece of land because the three criteria that you use are first looking at the future land use map for the city of Post Falls. She indicated that this is a very clear case where that piece of land sits very solidly within R1 zoning there's literally no other pieces of property adjacent to this piece of land that are anything except R1, not even an R2, it's all R1 everywhere around it. She stated that those of us who bought adjacent to this piece of land detrimentally relied on the fact that that the piece of land, if it ever was developed, would be R1 and the land would be developed with single-family homes and not townhomes.

Ms. O'Neill testified that the second criteria that you guys are looking at are the Post Falls Comprehensive Plan and just looking at the different goals. She explained that to maintain and improve the provision of high quality affordable and efficient community service in Post Falls, it concerns me the strain that this many houses on this small piece of land would cause to our schools, our fire, our police, our sewer, our water these are all things that we need to work effectively for us all to enjoy our community services and our community.

Ms. O'Neill testified regarding the goal to maintain and improve Post Falls' small-town scale, charm, and aesthetic beauty. She hypothesized that if you were driving down the road and looked around everywhere and saw all these single-family homes and then came upon townhouse it would just look strange, it would not maintain the aesthetic beauty. She noted that it sounds like a lovely development and a lovely idea, it just does not sound like the right place to put it and thought it aesthetically would look very strange to have single-family homes and then a townhouse development.

Ms. O'Neill testified about the traffic and felt like everybody has effectively spoken on the traffic issues along Poleline, it might be deemed a minor arterial road, but it is really a neighborhood road. She stated that the stops and the intersection there will be very busy with the addition of 150 extra cars. She noted that one of the reasons that we made an unconventional choice to buy along a train track was because for us, we have many children, and for us it was important for them to be able to play freely in our backyard and to have carefree childhood. She is upset that, while 35' does not sound like a lot, but when you shove eight townhouses against our fence line, 35 feet is going to still be second story houses that are going to have people, eight families, who are going to be able to look down into my backyard and see my children playing.

Ms. O'Neill testified that when they bought the property, they relied on the idea that it would be a consistent use of land for that place and one thing she has not heard mentioned was the presence of a very large gas line that runs along Poleline. She stated that she is not an expert in gas lines, but it does concern me the idea of a large gas line and a high concentration of people who will be living along it and for the people who are going to potentially buy townhouses she thought there would be more discussion about that.

### **Andy Shepherd**

Mr. Shepherd testified that two years ago his family decided to relocate our business here to Post Falls and he is all in favor of growth, if you see our business, it is Grow Ignited. He stated that while he is all in favor of economic growth, he is also in favor of following a plan, you guys did a phenomenal job putting together your Comprehensive Plan. He stated that when we are working with businesses helping them grow, we always see that the most success comes from following that plan when we chose Post Falls to relocate our business to, we looked at your Comprehensive Plan. He explained that when they relocated from northern Indiana, they really didn't have any idea about the growth that was going on in the community, they just saw a quaint town with charm, and they would be close to family in Washington. He explained that when they moved in, they looked at the plan, looked at the development around everything around our property and saw this is a great area that is going to maintain quaintness, maintain the charm of the city, and it is all zoned R1 everywhere, except for the one triangle behind us. He wondered what the likelihood at that point that the parcel would become a RM or a zone other than R1, very unlikely, he deduced. So, he thought it was safe to purchase that property.

Mr. Shepherd stated that when we look at the market, housing costs have risen. He stated that Northwest Specialties Hospital, in their culture that they promote, and they have very little to no contract nursing, because of their culture, their amazing culture. He explained that we have an amazing culture in the city, and we do not want to change that. He stated that we want to keep drawing people into this quaintness because that is what drew us. He noted that when we look at the real estate market, last year versus this year, last year in June there was 463 active listings in Kootenai County this year in June we have 1006 active listings. He went on to state that last year we had 1,650 homes sold which was up 11 from the year prior, this year we have 1,362 which is down 18 from the year prior. He encouraged the Commission to follow the plan, there's a time and a place, we do need some townhomes, but this is the wrong area for this development, and we need to stick to our plan so we're successful moving forward into the future.

## **Rebuttal**

### **Bret Hargrave, Applicant**

Mr. Hargrave testified that there have been a lot of valid concerns and a lot of comments mostly pointing to concerns of interpreting property values. He stated that he understands that and it's a very legitimate concern. He championed that one of the benefits of this Residential Mix is that it comes with this Development Agreement that we are already talking to the city about and what this looks like. So, he explained, there is a strong ability for the city to have some input on how to protect land values of the neighbors and he encouraged the thought process. He stated that as far as the concerns on density, he knows that eight units per acre or 77 units on 10 acres sounds like a lot. However, He explained that when we talk about high density, he is working on a 10-acre project where they are doing 400 units on 10 acres, so 77 on 10-acres it's not a high-density project when you consider what is allowed in R1.

Mr. Hargrave attested that R1 is up to 8 units per acre that is what is in the code and so if it were not townhouses on individual lots, they would be eliminating green space and taking away any sort of ability for a community feel. He explained that they would just be stacking units in there and nobody wants that next to them either and we certainly are not interested in a project like that. He testified that this proposal is by far what would give it the highest and best use and it will add value to the area and add value to the city of Post Falls as a whole and with that limited commercial opportunity add value to that neighborhood and surrounding neighborhoods.

## **Questions from the Commission**

### **Chief Ryan, KCFR**

Chief Ryan, in response to a question about whether fire trucks fit down the road, stated that when projects come to the Planning and Zoning Commission there is still such a global picture that the fire

department does not get involved with access and things like that until we start getting further into the plan and start finalizing things. He explained this is because there are so many variables that come into place. He asserted that we do make sure that road width is acceptable that even with on-street parking we have access and then we look at alternate means of ingress and egress as much as we can. He noted that the Fire Department is limited especially when it comes to residential development, as all they can talk about is access and water.

**Rob Palus, Assistant City Engineer**

Mr. Palus, in response to a question regarding the bridge on Poleline stated, our current Transportation Master Plan and our Capital Improvement Plan from our impact fees has it identified as a long-range project, so that would mean a project that should be constructed by the year 2035. Right now, he explained, we are in the midterm of that which goes through projects through 2025 so somewhere between 2025 and 2035 depending upon when dollars are available in the impact fees. He noted that we are in the process of starting a Transportation Master Plan update that would be starting this fall so sometime within the next 18 to 24 months, as such, we would have an update which would better identify where those plans may occur.

**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 Residential Mixed (RM) on approximately 9.63 acres upon the annexation into the city of Post Falls. The Commission finds that the Future Land Use Map designates this area as low density residential within the Central Prairie Focus Area.

The Commission finds that Residential Mixed (RM) zoning is an implementing zoning district and the low-density residential zoning designation encompasses all types of single-family residential uses. The Commission finds that the Central Prairie Focus Area supports provisions for a variety of housing types and densities.

The Commission finds that evidence and testimony demonstrate that the requested zoning designation is an implementing zoning district and is supported by the applicable 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, this project provides an attractive, pedestrian-friendly development, providing a diverse housing type, greenspace, 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. This project will provide 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.

**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. This proposal, through its provision of townhomes, helps provide a variety of housing types supporting single-family homeownership.

**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. Development of this site through the provision of sanitary facilities helps preserve the aquifer.

**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 providing 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 criteria in Criteria one of this recommendation.

- Compatibility with surrounding land uses;

The proposed development is compatible with the surrounding uses as they are all primarily residential in nature. This site is separated by 100' of Railroad Rights-of-Way from the 1-acre R-1-S lots to the north. Adjacent to the east is the Berkshire Place (8-lots on 4 acres) Subdivision and an additional 1-acre lot fronting W. Poleline Avenue. To the west is a .54-acre single family residential lot in Kootenai County. An open space plan is submitted.

- Infrastructure and service plans;

Sanitary Sewer to serve the site is located at the eastern boundary line of the property in Miss Hana Ave. 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.

East Greenacres Irrigation District would provide water service.

- Existing and future traffic patterns;

The property is adjacent to Poleline Avenue, a classified Minor Arterial 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 10-foot sidewalk, drainage, and utility easement. The half road right-of-way (55') would be measured from the existing Section line in Poleline Avenue.

UPRXR: The Union Pacific Railroad rights-of-way lying adjacent the subject properties northerly / northwesterly boundary should be included into the annexation boundary.

Future traffic patterns to/from this site are benefitted with the proximity to Poleline Avenue.

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

The response to this is embedded within the evaluation within this section.

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

The proposal is for single family infill that is consistent with the implementing zone per the associated Future Land Use designation "Low Density Residential". The RM zone also assigns a max height of 35' for this proposal which is no different than the R-1 and R-1-S properties in the vicinity.

**Policy 9:** Encourage annexation of County "islands" within the City, with priority given to areas:

- Surrounded by incorporated areas;  
The site is currently located within a County "island".
- That have readily available service infrastructure and capacity;  
There is water and sewer infrastructure available to the site.
- That support increased development intensity near the urban core.

The site is not located within the urban core.

**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 19:** Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space.

This Policy is supported by the applicants Open Space Narrative and Map as well as the provisions contained in the Annexation and Development Agreement.

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

This infill annexation will attain the gaps in walkability, public health and safety, and transportation. With development, roads are widened to meet current standards with pedestrian improvements. As well as improvements to the adjacent right-of-way, impact Fees are paid to mitigate the impacts system wide.

**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 outline 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 known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

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

Improvements to Poleline Avenue will be made with adjoining development. Poleline Avenue currently has capacity to handle adjacent development. Extension of Miss Hana Ave to Poleline Ave. would remove an existing cul-de-sac, improving traffic circulation and an additional emergency response.

- 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 Poleline Avenue, which provides connection to other higher capacity roadways of Chase Rd. (to the east) and Clark Fork Parkway (to the south). Long range master planning anticipates the extension of Poleline Ave. westerly to McGuire Rd. and the extension of Clark Fork Parkway to Seltice Way (1 mile to the south).

Minor Arterials are designed to accommodate traffic volumes of 6,000 - 15,000 vehicles per day. Poleline Avenue is estimated to have 2025 volumes of 1,700 vehicles per day and 2035 volumes of 3,000 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 zoning is not anticipated to have any negative impacts to the City's transportation network that are not previously identified as being mitigated through the collection of Transportation Impact Fees.

**Water and Sanitary Sewer:**

The Commission finds:

**Water:** East Greenacres Irrigation District will provide water service.

**Sanitary Sewer:** Sanitary Sewer currently exists at the property's eastern boundary in Miss Hana Avenue. 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 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 to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Water Reclamation Master Plan – Collections. Current capacity of the City's Water Reclamation System is not a guarantee of future service.

**Compatibility with Existing Development and Future Uses:**

The Commission finds that the proposed residential use is adjacent to other residential uses and is therefore compatible.

**Future Land Use Designation:**

The Commission finds that the Future Land Use Map depicts the land use designation for this area as low density residential. The proposed project is at 7.9 dwelling units per acre and therefore compatible with the low-density residential designation.

**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 proposal.

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

The Commission finds this lower density housing and limited commercial as presented, is further away from those higher intensity urban activities on the Seltice Way Corridor. Therefore, the Commission finds this criterion satisfied.

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

The Commission finds this criterion inapplicable as the request is not for industrial and there are no industrial uses or industrial zoned properties within the area.

**D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:**

**ANNX-22-8, 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 approve the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for Residential Mixed (RM) on approximately 9.63 acres upon successful annexation of the property.

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

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**From:** Kristie May <Kristie.May@deq.idaho.gov>  
**Sent:** Monday, July 18, 2022 2:52 PM  
**To:** Amber Blanchette  
**Subject:** RE: Hargrave-Hathaway Annexation File No. ANNX-22-8

**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](http://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 11:25 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>; 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@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 <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@tracacanaca.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 <krono@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:** Hargrave-Hathaway Annexation File No. ANNX-22-8

Good morning,

Attached is the notice to jurisdiction for the named annexation for Planning and Zoning on July 25<sup>th</sup>. The draft staff report will be posted to the city's website shortly.

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338

Email: [amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)



*Fear is an illusion, ready to be overcome...*

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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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## Amber Blanchette

---

**From:** Polak, Chad M <Chad.M.Polak@p66.com>  
**Sent:** Tuesday, September 13, 2022 4:04 PM  
**To:** Amber Blanchette  
**Subject:** FW: Hargrave-Hathaway Annexation File No. ANNX-22-8  
**Attachments:** Hargrave-Hathaway Annex NTJ CC.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.

Good Afternoon Amber,

At this time, the 3<sup>rd</sup> party developer has not reached out to P66/YPL to discuss the below project and YPL has not had opportunity to review the proposed project. At this time, YPL has not approved any of the identified encroachments of the YPL pipeline ROW.

Let me know if there are any questions.

Sincerely,

Chad M. Polak  
Agent, Real Estate Services  
O: (+1) 303.376.4363 | M: (+1) 720.245.4683  
3960 East 56<sup>th</sup> Avenue | Commerce City, CO 80022  
Phillips 66

**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Friday, September 9, 2022 10:32 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>; 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 <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@tracacanaca.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]Hargrave-Hathaway Annexation File No. ANN-22-8

---

**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 City Council on October 4<sup>th</sup>. The draft staff report will be on the city's website shortly.

**Please Note** my new email address is [amberb@postfalls.gov](mailto:amberb@postfalls.gov)

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338  
Email: [amberb@postfalls.gov](mailto:amberb@postfalls.gov)



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## Amber Blanchette

---

**From:** jonie@postfallshd.com  
**Sent:** Thursday, September 15, 2022 2:13 PM  
**To:** Amber Blanchette  
**Subject:** RE: Hargrave-Hathaway Annexation File No. ANNX-22-8

**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 supports this annexation.

Jonie Anderson  
Administrative Assistant 1  
Post Falls Highway District  
p 208.765.3717  
f 208.765.0493  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Friday, September 9, 2022 9:32 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 Stottlemeyre <brittany.stottlemeyre@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Ziply) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@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:** Hargrave-Hathaway Annexation File No. ANNX-22-8

Good morning,

Attached is the notice to jurisdiction for the named annexation for City Council on October 4<sup>th</sup>. The draft staff report will be on the city's website shortly.

**Please Note** my new email address is [amberb@postfalls.gov](mailto:amberb@postfalls.gov)

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338  
Email: [amberb@postfalls.gov](mailto:amberb@postfalls.gov)



*Fear is an illusion, ready to be overcome...*

---

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## Amber Blanchette

---

**From:** Matt Forman <mttforman@gmail.com>  
**Sent:** Thursday, September 22, 2022 4:20 PM  
**To:** Public Hearing Notice; Tori Lennox  
**Subject:** Hargrave-Hathaway Annexation (ANNX-22-8)

**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 whom it may concern,

We are writing to voice our opposition to the proposed Hargrave-Hathaway Annexation and development plan. The plan appears to propose the development of 70+ townhome units plus commercial buildings, all within a 9 acre parcel of land. We believe the effect of this development on our local community will be very negative. With this many units and residents jammed into such a small space, the impact on traffic will be terrible. We do not think the nearby roadways are equipped to handle this amount of development.

In addition, we just do not think this is the right development for our area given the community it falls in. The surrounding area on all sides is single family homes and pure residential areas. Having this many townhome units jammed into a small area, with what also appears to be commercial buildings, is not in the spirit of the nearby community. We think it will be out of place and not the right fit, and will bring down the surrounding areas and the feel of our quiet community.

We vehemently oppose the annexation and development plan.

Matt & Tori  
1295 W. Miss Hana Ave., Post Falls, ID 83854  
425 772 7445



## Hargrave - Hathaway Annexation File No. ANNX-22-8

### Objection to above Annexation and Zoning

I am L. Kent Bumgarner and I live at 1172 W. Grange Ave., Post Falls, ID.

I strongly object to the plan to annex the properties comprising 1349 Poleline, and 1421 Poleline into Post Falls, known as Hargrave - Hathaway Annexation.

I have read the staff report and I make the following observations:

The staff, while not supposing to recommend, has entered many comments which are definitely biased to the positive side with almost no negative comments. This does not appear to be a balanced review. An example is:

*Staff Comment: Improvements to Poleline Avenue are made with adjoining development. Poleline Avenue currently has capacity to handle adjacent development. Extension of Miss Hana Ave to Poleline Ave. would remove an existing cul-de-sac, improving traffic circulation and an additional emergency response.*

This is a very biased opinion and does not include the negative side that residents on Miss Hana Avenue would experience. Many people choose to buy a home on a cul-de-sac because there is no through traffic. The potential of a hundred or more cars per day in front of their homes can hardly be considered a benefit! At the same time no mention is made of the effect on N. Ashcraft Ct. The staff report is replete with these kinds of promotional but incomplete statements.

The public has entered many well written objections to the plan, most of which are based on the comprehensive plan principles which the annexation fails to meet, and which I uniformly agree with. I found no public comments in support of the plan.

I will not reiterate these comments to avoid redundancy and in the interest of brevity, but will address some items not yet discussed.

They say a picture is worth a thousand words. The staff has presented in their report a map of the surrounding area of R-1 single family homes, along with a shaded section showing the planned annexation area. Separately, and way down in the report a preliminary Plat of the annexation area is displayed. However, nowhere are the two shown together.

I have taken the liberty to do just that by making a composite map showing on the same scale how the plat of the annexation looks within the local area map. It is attached to this document as Exhibit A. I suggest that you look at it now and then return here for continuing discussion.

I think this composite map shows clearly just how poorly thought out this annexation is, and how it will be a complete abomination within the planned area. If this annexation is approved, it is destined to be Post Falls' first planned tenement, completely out of character with the surrounding area.

Nothing good can come from cramming and stacking people and autos into such a confined space within what is otherwise a well planned local area.

Since Poleline does not run through to the west, these residents will need to find another way to go that direction. My estimate and fear is that they will follow the lead of many others and choose Grange Avenue as the nearest route. We cannot tolerate that. Grange is already operating at/or exceeding the planned volumes for a local street of 1000 vehicles per day, per the comprehensive plan and the street classification plan. We can tolerate no more. Until the City takes some corrective action to improve the situation on Grange Avenue, or Poleline is connected through, no more traffic generating developments should be considered nearby. There have been two traffic studies done on Grange, both showing excessive traffic and speeding. The planning department has done nothing to mitigate the situation. The proposed annexation will exacerbate the problems.

I find the lack of significant features of the plat to be appalling. Nowhere are there any elevations of the planned buildings so we can see how they will look. Similarly it seems we are supposed to assume that there will be parking within each structure for two cars. If so, that means the first floor goes to garage, the second to living space, and the third to more living space. This will certainly ensure that these buildings will be the full 35 foot height, overbearing on adjacent properties, and casting a gloomy shadow upon their own residents. While staff comments that there is a 100 foot buffer between the development and the Meadows lots, 100 feet is a very short distance when you have multiple residences looking down into what used to be your private space. The residences in Berkshire estates will have only a 5 foot setback, so the townhomes would literally loom over them.

The private roadways within the plat are only 25 feet wide. Take another look at the map, can you imagine 20 foot long pickup trucks trying to back out on a 25 foot road without backing into each other? Imagine the chaos of the first one foot overnight winter snow when all these people are trying to

get to work in the morning. There could potentially be as many as 150 or 200 cars all trying to leave simultaneously. This is not quality living. Adjacent neighborhoods will be adversely affected, especially on Miss Hana Avenue and N. Ashcraft Ct.

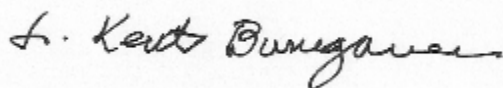
Is anyone really doing any planning? I look back at the recent Meadow Grove development and ponder that question. Pickup trucks are parked on the driveways, but the driveways are too short so the trucks with trailer hitches overhang the sidewalks, causing pedestrians to navigate around them. It's not that the garages are full of junk, it is the fact that they are too short to handle the trucks or large SUV's. Did anyone in planning look at the garage depths, or the driveway lengths?

I pose that same question for this annexation. It is just too tight! Driveways are short, roads are narrow, parking is extremely limited. I see multiple problems occurring due to this congestion, and it will be a blight on the community. Bad things happen when people are crowded in this way.

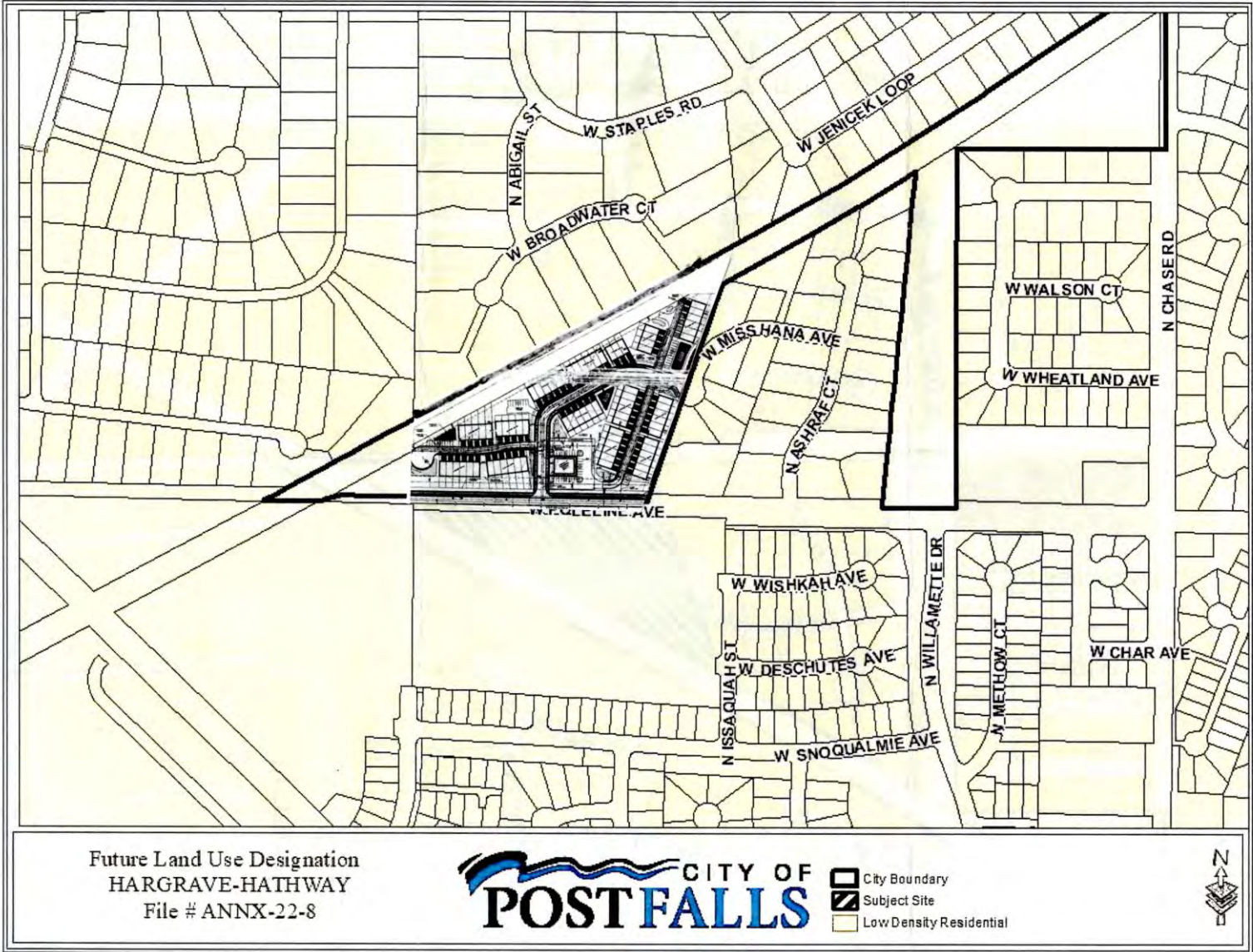
A commercial building in the middle of a residential area is only going to increase traffic and compound parking problems. This is completely out of character for this residential area.

It is clear that the developer is attempting to maximize his profit instead of building a quality project consistent with the surrounding area. The comprehensive plan provides overall policies that are intended to guide the judgment of what should take priority in cases like this. It is the duty of the Council to make those judgments.

I encourage you to reject this zoning and annexation in favor of R-1 development consistent with the remaining area.

A handwritten signature in black ink that reads "L. Kent Bumgarner". The signature is written in a cursive style and is centered on a light-colored rectangular background.

L. Kent Bumgarner  
1172 W. Grange Avenue  
Post Falls, ID 83854



**Amber Blanchette**

---

**From:** Kriss Mitchell <kriss@livingwellcc.com>  
**Sent:** Monday, September 26, 2022 10:08 AM  
**To:** Public Hearing Notice  
**Subject:** Objection to the Hargrave-Hathaway 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.

Dear Sirs,

I am writing in objection to the Hargrave-Hathaway Annexation. I live at 2081 W Grange ave in the Meadows development. After looking at the map, there is little other conclusion to make that number one, the homes are packed in too tightly, which does not fit with the other communities in this area. The city has not provided streets which will handle the traffic which will be generated by these tightly constructed developments - for example Poleline Ave does not go through from Chase to McGuire, which then brings a huge amount of traffic on Grange. I work from home and am able to see the non-stop cars that come through this residential area. The speed limit is 25mph, but most cars go through here at 35-50 mph and it is not safe. Loud motorcycles come through at higher speeds, large delivery vehicles come through at high speeds and Post Falls does nothing about it even after MANY requests from the residents in this area. Grange is a residential street, it is not a main thoroughfare and because of the poor planning that has been done, it is fast becoming one. That is not why I live here. Before Grange was opened, this was a quiet neighborhood and now it is not. I object to the approval of developments that have small lots on them. It is dangerous to pack people into a small area. Families need space to function, personal space to live and the amount of anger and anxiety increases when too many people are forced into small spaces. The amount of people creates problems that our police and first responders are not able to handle because there are not enough of them. As a counselor, I am seeing the

effects of anger and anxiety in our area at a rate that has been rising steadily over the last 10 years.

With regard to Grange ave., 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 the police were contacted 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. When the police do come through here, they don't come at the times when the most traffic comes through, which is 7-9am and 4-6pm.

Since Poleline does not run through to the west, these residents will need to find another way to go that direction. My estimate and fear is that they will follow the lead of many others and choose Grange Avenue as the nearest route. We cannot tolerate that. Grange is already operating at/or exceeding the planned volumes for a local street of 1000 vehicles per day, per the comprehensive plan and the street classification plan. We can tolerate no more. Until the City takes some corrective action to improve the situation on Grange Avenue, or Poleline is connected through, no more traffic generating developments should be considered nearby. As mentioned above, there have been two traffic studies done on Grange, both showing excessive traffic and speeding. The planning department has done nothing to mitigate the situation. The proposed

annexation will exacerbate the problems. As a result, I object strongly to this annexation being approved.

Kind Regards,

Kriss Mitchell, ND, M.Ed  
LMHC, LCPC, CRC  
Living Well Counseling and Consulting  
Post Falls, ID 83854  
[www.livingwellcc.com](http://www.livingwellcc.com)  
[kriss@livingwellcc.com](mailto:kriss@livingwellcc.com)  
Office phone: 208-457-1999  
Office Fax: 208-981-3777

**Author of IDENTITY: What It Means to Be You - available now on Amazon in paperback, audio and kindle formats.**

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The information in this message is privileged and confidential. It is intended only for the use of the recipient named above (or the employee or agent responsible to deliver it to the intended recipient). If you received this in error, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please notify me by telephone immediately at 208-457-1999 and delete this message from your computer. Thank you.

September 26, 2022

Greetings, Post Falls City Council Members,

My name is Douglas Williams and I live at 1557 W. Broadwater Court, Post Falls, ID. (Mailing address 1869 E. Seltice Way, PMB #220 Post Falls, ID 83854)

I am vehemently opposed to the annexation of 1349 Poleline and 1421 Poleline, also known as the Hargrave-Hathaway Annexation to the City of Post Falls and the subsequent housing development.

This plan does *not* meet State or Local planning guides or criteria.

According to Idaho Code 67 Chapter 65 paragraph “g,” the planning guide is “To avoid undue concentration of population and overcrowding of land.”

This concentration of Housing is unjustified.

According to Idaho Code 67 Chapter 6508 Planning Duties paragraph “i” the provision is for “safe” housing. This plan is anything but safe when you consider the amount of traffic in such a small space.

According to the City of Post Falls’ Principal Use and Character of Low-Density Residential housing, “planned development (should be) compatible with *existing development*. As you can see, 8 units per acre is not compatible with the surrounding R1 S and R1 housing.

According to the City of Post Falls’ Zone Change Review Criteria C, “Zoning is assigned following consideration of ... existing development, ....”

This plan does NOT meet the criteria!

According to the City of Post Falls’ Zoning Review Criteria 1 & 2. Amendments to the zoning map should be in accordance with the Comprehensive Plans Future Land Use Map.

The entire Focus area surrounding this annexation is R1 S and R1. It does NOT meet the criteria.

According to the City of Post Falls’ Zoning Review Criteria 3. “Zoning is assigned following consideration of such items as..... traffic patterns, existing development,....”

This annexation does NOT meet the criteria and is certainly not safe due to traffic patterns.

I don’t know who came up with your definition of “Low-Density Housing” but I think 8 units per acre is *not* Low-Density. If we were living in New York, Chicago or L.A. with densities at 2000+ units per acre low-density would be 300. But we aren’t in New York.

Low-density housing means less crowding, more privacy. It also means fewer vehicles, more open spaces, and an environment that’s much, much cleaner and healthier.

This term describes the type of housing with a very low number of housing units on any residential block or a smaller number of families per acre in a housing community. Exclusivity is



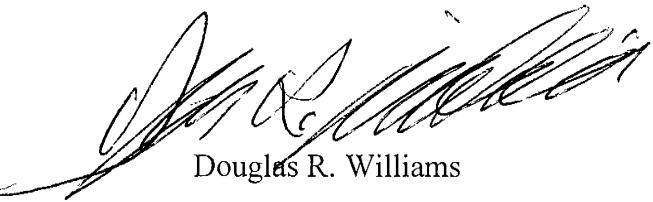
the word that best describes low-density living. A sense of spaciousness and non-intrusiveness pervades the whole project.

Low-density homes mean a serene and peaceful living environment with more space. People can enjoy privacy while living in a community of like-minded people. With a few residences, even the roads remain free from congestion.

Does the Hargrave-Hathaway annexation project fit my description of Low-Density Housing? It certainly fits YOUR description of "low density housing." In fact, the language in the criteria for consideration for any project is so arbitrary that anyone could do almost anything anywhere in Post Falls and it would fit the criteria. This project would be like trying to make polka dots match on a plaid shirt. It would be putting an unsightly pimple on the face of the surrounding R1 and R1 S community. Just take a look at what surrounds this proposed project.

Just because you can do something doesn't mean you should. And this Hargrave-Hathaway project on west Poline road is something that shouldn't be done.

Thank You,

A handwritten signature in black ink, appearing to read "Douglas R. Williams", written in a cursive style.

Douglas R. Williams

1869 E. Seltice Way, PMB #220  
Post Falls, ID 83854  
September 26, 2022

Dear Post Falls City Council Members,

My name is Ava Doman and I live at 1557 W. Broadwater Court, Post Falls, ID.

I strongly object to the annexation plan of 1349 Poleline and 1421 Poleline into Post Falls / the Hargrave-Hathaway Annexation to the City of Post Falls as it is currently planned. This planned annexation does not conform to several elements in the comprehensive plan, and will have traffic, pedestrian, and safety issues affecting other developments in proximity.

The transportation plan for Post Falls is currently being prepared. My understanding from attending a recent Planning and Zoning Meeting is the Plan could be another 2-3 years from being finalized. As you know, Poleline is not connected as a through street from Chase to McGuire. This will result in (at least) 150 cars (twice daily) going out onto Chase via Poleline (potentially through the neighboring development with two cul-de-sacs onto Miss Hana and then onto N. Ashcraft) and onto Poleline. The other option for departing from the Hargrave-Hathaway annexation (in order to get to McGuire) would include a right turn (going west) onto Poleline, with a turn south, going over railroad tracks, past an elementary school, and through a housing development (approximately ½ mile) that would put the driver onto Midway (which is perpendicular to McGuire). An increase in traffic through this development for 2-5 years (until Poleline is a through street from Chase to McGuire) is completely untenable. The other option is for those departing the Hargrave-Hathaway annexation to go east on Poleline, turn left and go north on Chase, and then turn left onto Grange as a faster way to get to McGuire. This situation – adding more traffic onto Grange – which is already at 1,000 cars per day is completely unacceptable.

Surrounding areas are R-1. Meadow Grove properties (east of The Meadows) were originally proposed to be about half the size they are today. Gratefully, the Post Falls City Council recognized a better transition was needed and a little bit larger lots were incorporated. The Ashford Annexation (Near McGuire and Grange) was recently not approved by the City Council. I believe Council Member Kerri Thoreson summed it up well when she indicated the Ashford Annexation to be “an abrupt transition” from the one acre lots in The Meadows to the lot sizes being proposed with that proposed annexation. With the lots in Hargrave-Hathaway being even smaller “lots” than Meadow Grove and the Ashford Annexation, the Hargrave-Hathaway development is “well beyond an abrupt transition.”

Let's face it---the Hargrave-Hathaway annexation is about maximizing money. Putting in townhomes will bring in a lot more money – for the developer – than single family (R-1) homes--of which the entire area (more than one square mile in each direction) has. Brett Hargrave's email to the City of Post Falls on September 27, 2021, at 10:55 AM indicated, “our concept is not what we typically see happening right now in the area.” Even the developer acknowledges he is aware that this annexation for 77 townhomes and a commercial building is outside the bounds of what's happening in this area of Post Falls. Why does he think that this beautifully drawn concept of townhomes and a commercial building in the middle of neighborhoods is a

concept to bring to this area? I would assert it is because he wants to fatten his wallet. Developer Hargrave does not live in the local area. He lives in Utah. Let's face it—he is not a long-term contributor of our community, nor will he have to live with the downstream effects of what he is proposing. This developer will profit more with increased density if he doesn't have to pay for related long-term costs. You might want to check on this developer's "track record" when it comes to safety (not calling 811 prior to digging).

Regarding the commercial building, the developer asserts that these businesses will be "family friendly" (e.g., a nice neighborhood coffee shop). Given the developer is money motivated, I believe any type of lease will be entered into that will make money (think Jimmy John's, Domino's, Qdoba, hair or nail salon, modeling agency / escort service). The commercial building could increase traffic substantially given the businesses that go in there. Perhaps an additional 300 cars per day? On a street that doesn't even go through nor will be for years? Again, a flawed approach to traffic control, noise, smells/cooking food in a neighborhood with only homes within four square miles.

I believe many people think of "townhomes" and translate that to "affordable housing." At no point has the developer brought forward any concepts around affordable housing. I also envision a "black market VRBO/Air B&B concept" being highly sought after for these townhomes. This would not exactly bode well for the tax coffers, nor would I call this a committed and engaged Post Falls community with a transient population.

If you were to envision the Hargrave-Hathaway development in the future, I encourage you to drive west (near the Post Falls Post Office) on E. Coeur d'Alene Street. You'll find there is not enough driveway to park many cars and since the one-car garages are full in many cases, parking has spilled into the street. There is hardly enough room for one way traffic to maneuver through on the roadway. Imagine street parking on Poleline and Miss Hana being similar to E. Coeur d'Alene Street. With cars parked on either side of the roadway, and if I were to drive down the proposed "Miss Hana," I conjecture meeting a Snowplow going the opposite direction would cause a driver "nowhere to go but reverse" in snowy weather.

Intertwine people from local neighborhoods darting mid street across Poleline (north to south/south to north) in between parked cars to get the local commercial building and you've got a recipe for a pedestrian accident. (I don't envision many people will walk the distance from a neighborhood to the crosswalk at Chase and Poleline unless they are coming from East Poleline.)

Just because the preliminary improvement plans look "so nice and tidy" and just because Post Falls can annex doesn't mean we should. I encourage the City Council to also please consider parking and transportation impacts, safety, an "abrupt transition", and the real need to annex more land. Thank you for considering this input.

Best regards,



Ava Doman

## Amber Blanchette

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**From:** Gina Reynolds <gina9483@gmail.com>  
**Sent:** Monday, September 26, 2022 10:52 PM  
**To:** Public Hearing Notice  
**Subject:** Hargrave - Hathaway Annexation Testimony

**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.

As concerned citizens of Post Falls, we are submitting our objection to the Hargrave-Hathaway annexation.

We have thoroughly read and support the letter sent by Kent Bumgarner's already submitted.

It would be more appropriate to maintain rural feeling of this community by developing areas with half an acre to 5 Acres.

Additionally we are very concerned about the detrimental effect on Grange Avenue and excessive traffic and speeding that we already endure.

There needs to be another through street to go east. Grange should be for neighborhood traffic only and signage and or gate should direct people to use Fisher.

Respectfully,

Dave Schlosser and Gina Reynolds  
1490 W Grange Ave

## Amber Blanchette

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**From:** Cinda Widman <cindakwidman@outlook.com>  
**Sent:** Monday, September 26, 2022 7:29 PM  
**To:** Public Hearing Notice  
**Subject:** HARGRAVE-HATHAWAY 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.

### Re: Hargrave-Hathaway Annexation:

The sub-divisions of Prairie Meadows, Black Stallion, Montrose & Berkshire neighborhoods are very nice, upper scale single family homes **ZONED FOR R1 & R1S**. The townhomes will be an eyesore in it's own community amongst the upper scale neighborhoods. The demographics regarding Poleline Ave. (dead end road) doesn't support this 140+ vehicle influx. Just as a builder has to think about egress on a home being built.....these town homes will create trouble/confusion for fire trucks on this very quiet, pleasant end of road. People in these so-called townhomes will be packed-in like sardines.

Obviously, the property owners are anxious to sell to a "so-so-quick builder", who stands to make a huge profit. The blueprint is a good idea.....just in the wrong neighborhood. The developer should try to acquire the Westside property next to Walmart on Mullan Avenue. That is a more suitable location. I'm sure Aspen, Creekside Construction, Monarch, etc. would surely be interested in the nearly 10 acres surrounded by other upper scale homes. 10 homes built with 1 acre for each home or 20 homes built each on a half-acre would be wonderful! And, **the zoning doesn't have to be changed!**

It is very easy to be on the council and always vote for progress. If a council member lived in Prairie Meadows, Black Stallion, Montrose or Berkshire neighborhoods, the council member would totally understand the plight and concern of these people in these established developments.

Sincerely,  
Cinda Widman  
1875 W. Evening Star Rd. (Prairie Meadows)  
Post Falls, ID 83854

FROM THE DESK OF

**RICK D. BOCKMANN**

September 27, 2022

**Comments on:  
Hargrave - Hathaway Annexation and Zoning**

Dear Post Fall City Council Members:

I am Rick Bockmann and I live at 2208 W Polo Green Ave., Post Falls, just north of the proposed Hargrave - Hathaway Annexation.

I believe that approval of this proposed annexation would result in long-term negative impacts to the community of Post Falls, Idaho. And here are the reasons why I am so strongly opposed:

- Such a development is not compatible with the existing development immediately surrounding it.
- Our own comprehensive plan seems, in my view, to protect Post Falls from such extreme mismatches in development types within same area of the city.
- Safety - Maybe the most important consideration of all. The layout of roads and their current and proposed volume designs would not support such a high density development in that location.

Thank you for your consideration of my views,

Rick Bockmann

2208 W POLO GREEN AVE. POST FALLS, ID 93954

## Amber Blanchette

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**To:** Stefanie Robinson  
**Subject:** RE: Hargrave-Hathaway Annexation

**From:** Stefanie Robinson <sr Robinson4400@gmail.com>  
**Sent:** Wednesday, September 28, 2022 10:31 AM  
**To:** Public Hearing Notice <phnotice@postfallsidaho.org>; pfnote@postfallsidaho.org  
**Subject:** Fwd: Hargrave-Hathaway Annexation

Dear Planning and Zoning Committee,

I'm writing to express my concerns with the Hargrave-Hathaway Annexation and the proposed zoning of RM. Below is a list of my concerns:

1. The RM designation: Based on the location of this development as well as the limited acres that are included, a designation of R1 is more appropriate. This plot of land is transitioning from 5 acre ranch homes and has been a popular location for single family residences. There are many in-fill locations located in more appropriate locations to support multi-family or high density housing within the city. The Hargrave-Hathaway area is not significant enough to provide housing relief within the RM designation and should only be considered for single family residences.
2. Infrastructure: The through streets available to service this parcel are not adequate to support high, medium or light commercial traffic. PoleLine does not connect from Chase Ave to McGuire, which would drive traffic to use Grange Ave as a thoroughfare to get from east to west. Grange Ave is not an arterial street and is already suffering from the increased traffic load of surrounding new neighborhoods. Please note that Grange ave. does not have sidewalks and is a residential street not intended for the traffic load it already supports. The speed limit is 25 MPH which is already being broken by 90% of the commuters who are looking for a connection going East. Please look at your road infrastructure to view the impact of the new residential build out and the lack of arterial roads to support the traffic they create. The arterials of Seltice and Fisher Ave are 3 miles apart with the only through street in between being Grange. Grange should not be the funnel used to accommodate this traffic. Until there is another solution (Pushing Midway or Pole Line all the way through) medium and High density housing should not be considered in this area.
3. The Impact of Townhome lots: Seventy Seven (77) townhome lots would mean 154 residences within 9.6 acres. The average home has 2.6 people in it, that would mean we would increase the population within 9.6 acres by over 400 people, or over 40 people per an acre. Using averages again, that would mean that we would increase the traffic by over 312 vehicles. The current infrastructure provided does not support that high of density.
4. Impact on surrounding neighborhoods: The change from farms, ranchettes and large lot single family housing to small lot single family housing has already been disturbing to those who have chosen this area for the peace, recreation and serenity of the prairie. **While growth is not something we can stop, I do believe we can do it responsibly.** I'm aware that this area is deemed transitional and that many of the ways of life we enjoy in this area is not appreciated by the planning and zoning committee, but transitional should not mean changing from large lot homes and mid-size farms and ranches to duplexes and apartment buildings. This is especially true when there is more appropriate areas within the heart of the city and in better areas with infrastructure to support the demand.

**I ask that you deny the request for a RM zone and instead zone this area as R1 or R1-S.**

Thank you for your time,  
Stefanie Robinson  
1022 W. Grange Ave.  
Post Falls, ID 83854



## Amber Blanchette

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**From:** Gary Alvarado <papafrita62@gmail.com>  
**Sent:** Wednesday, September 28, 2022 10:58 AM  
**To:** Amber Blanchette  
**Subject:** Opposition to Hargrave-Hathaway annexation  
**Attachments:** Video.mov

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 City Council members

My name is Gary Alvarado and I live at 2443 N Ashraf Ct. , off Poleline. I am in opposition to this request of annexation and proposed high density construction of townhouses.

I've lived at this location since 2017 but a long time resident of Post Falls. I've lived in Idaho nearly all my life since 1969 with the exception of my military career. One thing I've witnessed is change. Change in the form of growth has been inevitable. Gone are the days of fields of grass, orchards, open space, and neighborhoods that have aesthetic consistency.

I have a Masters degree in Public Administration and Urban Planning. For the life of me I can't grasp how our city zoning commission even considered this Hargrave-Hathaway annexation for approval. It does not fit their subjective rules on consideration.

First, the housing developments surrounding this proposed area is all R1. Why would consideration be given to construction of high density townhomes in an R1 area? On paper it sounds like a ideal spot nearer established high density living or nearer the freeway. These townhomes, much like I've seen in Spokane, later become glorified apartments.

Second, as per the highway district as mentioned during the zoning hearing, Poleline deadends at the west of this property but has N Clarkfork Prkwy that heads south through a housing area by West Ridge elementary school. According to the highway district Poleline is scheduled to be considered for expansion in 2035 if there is money appropriated for this. The operative words are '2035' and 'If'.

That leaves traffic flow through the school zone to midway to the south or back east on Poleline to Chase. According to the zoning commission each townhouse averages just over 2 vehicles per unit. With nearly 80 units proposed one can quickly do the math.

This isn't some NIMBY case. I'm all for affordable housing but where it makes sense. This proposal doesn't make sense in this location; perhaps someplace with significant ingress/egress and sufficient space for emergency vehicles to move with ease. How do they propose getting easement from the gas company?

Also as stated in the zoning meeting the proposed proponent kept mentioning affordable housing. What is considered affordable in their estimation?

The amount of traffic now has increased on Poleline and several times unknown vehicles have jumped the curb coming within inches of destroying my fence that faces Poleline. One just needs to drive west on Poleline and witness the rubber marks of the roadway surface to see the craziness that goes on in this stretch of roadway.

The proposal is to create affordable housing, housing that is stacked into an area so small that units will be 35 feet tall with narrow lanes. Where do they intend to park vehicles? Parking garages one might say. Take time to drive south on N Clarkfork prkwy and witness where people are parking their rigs, boats, trailers, RVs, etc. Its human nature to make due and uses garages for storage units.

Please consider our voices in this opposition.

Regards

Gary and Kami Alvarado.

Ps. I have a video clip I took of the traffic in N Clarkfork Prkwy street to Midway.

Sent from my iPhone

**CITY OF POST FALLS  
AGENDA REPORT  
UNFINISHED BUSINESS  
MEETING DATE: October 4, 2022**

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**DATE:** September 26, 2022  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Andrew Arbini, Projects Division Manager  
**SUBJECT:** Ponderosa Lift Station Replacement – Change Order to extend the project schedule and increase to contract value

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**ITEM AND RECOMMENDED ACTION:** City Council approves the schedule extension and increase of the contract value and authorizes the Mayor to sign the Change Order with Strider Construction.

**DISCUSSION:** Strider Construction was awarded the Ponderosa Lift Station Rehabilitation project in May of 2022 with a planned completion on January 3, 2023. Prior to award, our design team recommended, and the city provided an extended construction period to accommodate long-lead items. However, over the summer, it was identified that the procurement of the backup generator and motor control centers would take several months longer than originally expected. The delay in gear prevents Strider from completing the work on time.

Over the Summer, Strider filed a placeholder claim for additional time while the city and project team gathered information to understand the impacts of the delay and the revised delivery dates. In lieu of simply extending the contract, staff negotiated a project shutdown to account for the availability of the electrical gear and equipment. This negotiated shutdown will allow for the delivery of long-lead electrical equipment and a more efficient use of project resources to complete the remaining work next Spring and Summer. The negotiated extension will add 108 days and increase the contract value by \$120K. The revised project completion date will be August 22, 2023.

Prior to the schedule extension discussions, the project has included one notable change, requiring upsizing of a manhole. Impact to the contract days for the upsizing were unknown at that time; However, the overall project extension accounts for this change and this item is included in the Change Order. The cost of this change is an increase in the amount of \$2,500.

The combined value of these Change Orders represent utilization of 44% of the authorize project contingency of \$281,415. This item is presented to City Council due to the dollar figure associated with the Change Order and does not require an adjustment to the already authorized contingency.

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

April 19, 2022, Recommendation of Award to Strider Construction and additional services with T-O Engineers  
September 7, 2021, Temporary Construction Easement for Ponderosa Lift Station construction  
April 6, 2021, Additional Services Agreement with T-O Engineers to prequalify contractors  
March 17, 2020, Engineering Services Agreement with T-O Engineers

**APPROVED OR DIRECTION GIVEN:** Council Approved the items noted above

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** Funding for this Change Order will utilize a portion of the original Council approved construction contingency. City Council approval is requested for the total of this Change Order in the amount of \$122,500.

**BUDGET CODE:** 652-463.3214.95520

**SUPPORTING DOCUMENTS:** Change Order #1 and supporting documents

CHANGE ORDER

No.1

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PROJECT: Post Falls Ponderosa Lift Station Replacement

DATE OF ISSUANCE: 9-22-2022 EFFECTIVE DATE 9-22-2022

OWNER: City of Post Falls

OWNER's Contract No.: 200143

CONTRACTOR: Strider Construction, Inc.

ENGINEER: T-O ENGINEERS, INC.

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You are directed to make the following changes in the Contract Documents.

Description:

1. Ponderosa Lift Station Doghouse Manhole #2 Upsize. Increase Doghouse Manhole #2 to a 72" doghouse manhole.
2. Strider Construction requested a change order to extend the contract time.

Reason for the Change Order:

1. Strider Construction indicated that utilizing the proposed 48" doghouse manhole is not feasible. The purpose of this change order is to succeed an in-place work change directive that allowed the contractor to proceed with upsizing the 48" doghouse manhole #2 to a 72" doghouse manhole. The signed work change directive indicates an increase in contract price of not to exceed \$2,500 to upsize the doghouse manhole to a 72" diameter.
2. Strider Construction requested an extension to the contract time due to Midland Electric's inability to acquire, deliver, and install multiple critical components of the electrical systems within the originally defined contract time. The delay in acquiring the electrical systems is attributed to supply chain delays that are out of the control of both Strider Construction and Midland Electric. Demolition of the existing lift station and operation of the new system is not possible without these electrical systems.

Strider Construction has provided requested documentation from all suppliers impacting the project schedule as well as providing anticipated delivery times for all long lead time electrical systems.

All submittals for the long lead time items have been submitted and approved. All electrical systems are now ordered and the anticipated dates for delivery onsite are reflected in the updated project schedule.

The proposed updated project schedule defines a shutdown period of time where no construction activities and/or construction administration will take place on or at the project site. The updated project schedule reads as follows:

- Project Notice to Proceed Date: 5/23/2022
- Project Stop Work Date (Shutdown Begins): 12/1/~~2023~~ 2022
- Project Start Work Date (Shutdown Ends): 4/3/2023
- Substantial Completion Date: 8/15/2023
- Final Completion Date: 8/22/2023

The total contract days for the project is calculated in calendar days. The breakdown of total number of calendar days requested to be extended to the project is as follows:

- Shutdown Period Total Number of Calendar Days: 123 days
- Total Original Contract Calendar Days: 225 days
- Total Proposed Calendar Days with Shutdown Period: 456 days

The total calendar days added to the project contract time is 231 days. This includes a shutdown period of 123 days where no work will occur on the project. Total calendar days added to the contract that the contractor will be actively working is 108 calendar days.

If the shutdown period dates are adjusted at any time during the shutdown period including the Contractor stopping or starting work before or after the agreed upon dates outlined in the project schedule, the number of contract days will remain the same and the substantial and final completion dates will be adjusted through the change order process.

Costs associated with the 108-day time extension provided by Strider Construction total \$120,000. The total cost quoted includes all work, materials, labor, and direct costs related to the proposed time extension and represents a final outline of all costs associated with this change. A review of the cost, provided by Strider Construction, as well as a summary of the proposed number of days extended to the contract are attached to this change order.

Progress payments for the cost associated with the time extension shall occur starting with the May 2023 pay application and subsequent monthly pay applications through the end of the contract. Payment installments for each pay period will include 30% of the total cost of the time extension with the final 10% of the payment completed in the final pay period.

This change order constitutes a complete and final resolution of all claims of the Contractor for additional time and additional compensation related to the work that is the subject of this change order.

Attachments: Work Change Directive #2; Extension Letter and Documentation Letter Requests; Documentation from all suppliers of long lead time items; Updated Project Schedule (8-31-2022), Time Extension Date and Cost Calculation

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,814,154.00</u>	Original Contract Times Substantial Completion: <u>12/19/2022</u> Ready for final payment: <u>01/03/2023</u> <small>days or dates</small>
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> \$ <u>0.00</u>	Net changes from previous change Orders No. <u>0</u> to No. <u>1</u> <u>0</u> days
Contract Price prior to this Change Order \$ <u>2,814,154.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>12/19/2022</u> Ready for final payment: <u>01/03/2023</u> <small>days or dates</small>
Net Increase (decrease) of the Change Order \$ <u>122,500.00</u>	Net Increase (decrease) of the Change Order <u>231</u> days
Contract Price with all approved Change Orders \$ <u>2,936,654.00</u>	Contract Times with all approved Change Orders Substantial Completion: <u>08/15/2022</u> Ready for final payment: <u>08/22/2023</u> <small>days or dates</small>

RECOMMENDED:  
By: [Signature]  
Engineer (Authorized Signature)  
Date: 8/26/2022

APPROVED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Date: 23 SEP 2022

## **CHANGE ORDER**

### **INSTRUCTIONS**

---

#### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order shall be used.

#### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

## Ponderosa Time Extension

Contract Start Date	5/23/2022
Contract Finish Date	1/3/2023
Contract Calendar Days	<u>225</u>
Phase I construction Start	5/23/2022
Phase I construction suspension Date	12/1/2022
Phase I contract Days expended	<u>192</u>
Contract Days Remaining	33
Contract Reactivation Date	4/3/2023
Projected Project Completion Date	8/22/2023
Projected Days to completion	141
Contract Days Remaining	33
Projected Days of Project Extension	<u>108</u>
Contractor Daily Extended Overhead	\$1,608.77
Contractor Total Projected Overhead	<u>\$173,747</u>
Contractor deductions (bonds & markup)	(\$29,932)
Contractor deduction (absorbtion of direct cost)	(\$23,815)
Contractor agreed upon equitable adjustment	<u>\$120,000</u>



**From:** [Dean Irwin](#)  
**To:** [Don Amende](#)  
**Subject:** Ponderosa Time Extension  
**Date:** Monday, September 12, 2022 1:44:00 PM  
**Attachments:** [Time Extension Cost.pdf](#)  
[image001.png](#)

---

The attached documentation is derived directly from Strider's HCSS Base Estimate for the project. It provides the specific detail and associated cost anticipated to be incurred by Strider for the extension of 108 calendar days. I will describe below the highlighted information that is pertinent to discussion of proposed settlement cost

1. Page 1 is the Summary Sheet

Highlighted in Green is the anticipated direct cost of \$143,815. Page 2-4 of the document detail the cost that result in the sum of \$143,815.

Highlighted in Sky Blue is the "Addons" cost that total \$6,986, page 5 of the document detail the cost that result in the sum of \$6,986.

Highlighted in Rust is the "Bond" cost that total \$1,303, page 6 of the document detail the cost that result in the sum of \$1,303.

Highlighted in Magenta is the "Markup" on cost.

Highlighted in Yellow if the Total calculated Cost plus Markup **\$173,747**.

Strider's objective is as follows.

- a. Complete the Project as soon as practically possible given the ongoing supply chain battle
- b. Complete the Project as economically feasible as possible.
- c. Provide the City and TO clarity of Striders Cost, Addons, Bond and Markup and demonstrate the overall real extension expense impact that we as the contractor are faced with.
- d. Propose to the City a reasonable expense impact request reimbursement that recognizes shared absorption of real expenses.
- e. Avoid claim process
- f. Maintain good working relationships

That all said, Strider is still willing to settle for direct cost only reimbursement i.e., forgo addon's, bond, and mark ups. this is an initial absorption of  $\$173,747 - 143,815 = \$29,932$ .

In an added effort to settle, Strider proposes to absorb an additional **\$23,815** for a total of **\$53,747**, resulting in total proposed settlement request of **\$120,000**.

We hope this sheds more clarity on the real impact of this extension and Strider's willingness to share in that exposure to make this as equitable as possible for all parties.

I welcome the opportunity to talk through this all in person/zoom as it can be somewhat more effective if we can incorporate interactive questions and answers. However, I am hopeful the information presented is clear enough to help with making those discussions more efficient and fruitful.

Please advise of how the City and TO would like to proceed

Thank you

-Dean Irwin

-c- 425.508.4871

[deani@striderconstruction.com](mailto:deani@striderconstruction.com)

**STRIDER • TEK**

1980 W. Bakerview Road

Bellingham, Wa. 98226

-o- 360.312.5530

**Bid Summary Totals Report**

Standard Markup Instructions

	Cost Basis	Markup %	Markup
Labor:	81,245	15.00	12,187
Burden:	23,717	15.00	3,558
Perm Matl:	0	12.50	0
Const Matl:	0	12.50	0
Sub:	0	12.50	0
Eq. Op. Exp:	6,682	12.50	835
Co. Equip:	11,331	12.50	1,416
Rented Eq.:	0	12.50	0
Hired Haul:	0	12.50	0
Gen. Cond.:	20,840	12.50	2,605
Misc3:	0	0.00	0
Overrides:	0		0
<b>Total:</b>	<b>143,815</b>	<b>14.32</b>	<b>20,601</b>

Selected Bond Table: A

**Previous Run**

Summary: 09/12/2022 9:37 AM  
 Spread: 09/12/2022 9:37 AM  
 Summary run on Takeoff Quan and Adjusted to Bid Quan.

**Standard Spreads**

Indirect Spread: Total  
 Markup Spread: Total  
 Addon/Bond Spread: Total

**Totals as of Last Spread**

	Cost:	Markup:	Total:
Direct:	143,815	20,601	164,416
Indirect:	0	0	0
Addons:	6,986	1,042	8,028
Bond:	1,303		1,303
Subtotal:	152,104	21,643	173,747
Pass Through:	0		0
<b>Total:</b>	<b>152,104</b>	<b>21,643</b>	<b>173,747</b>

**Key Indicators**

Balanced Markup	/	Total Labor	=	Balanced Markup/Total Labor
21,643.36	/	104,961.31	=	20.62%
Indirect Cost	/	Direct Cost	=	Indirect Cost/Direct Cost
0.00	/	143,814.81	=	0.00%

**Direct Cost Report**

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
<b>BID ITEM = 10</b>									
Description = Extended Job Overhead			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000	
<b>1.01</b>	<b>EQUIPMENT MOBILIZATION</b>				Quan:	1.00 PCS	Hrs/Shift: 10.00	Cal: 50	WC: WA0101
									**Unreviewed
59	HAUL EQUIPMENT	1.00	6.00 PCS	0.000					
<b>1.02</b>	<b>SUPERVISION</b>				Quan:	3.60 MO	Hrs/Shift: 10.00	Cal: 50	WC: WA0101
									**Unreviewed
8TR3/4	=> 3/4 TN 4x4 Pickup	2.00	972.00 HR	11.125			10,814		10,814
9T0010	AIR TEK PROJECT MAN	1.00	0.00 HR	0.000					
APM	=> Assistant Project Mana	1.00	0.00 MH	60.000					
PM1	=> Project Manager	1.00	108.00 MH	70.000	9,806				9,806
S1	=> Superintendent	1.00	864.00 MH	77.530	95,155				95,155
\$115,774.81	270.0000 MH/MO		972.00 MH	[ 22567.919 ]	104,961		10,814		115,775
<b>1.03</b>	<b>CONSTRUCTION FACILITIES</b>				Quan:	3.60 MON	Hrs/Shift: 10.00	Cal: 50	WC: WA0101
									**Unreviewed
9U0010	PROJECT SIGN	1.00	0.00 EA	0.000					
9U0070	TEMP TOILETS	1.00	3.60 MONT	150.000		540			540
9Y0001	OFFICE, FIELD	1.00	3.60 MONT	1,000.000		3,600			3,600
9Y0004	OFFICE EQUIP	1.00	3.60 MONT	250.000		900			900
9Y0035	CELL PHONE SERVICE	1.00	3.60 MONT	200.000		720			720
9Y0045	CONEX	1.00	3.60 MONT	300.000		1,080			1,080
\$6,840.00				[ ]		6,840			6,840
<b>1.04</b>	<b>SUBSISTENCE &amp; PER DIEM</b>				Quan:	3.60 MON	Hrs/Shift: 10.00	Cal: 50	WC: WA0101
									**Unreviewed
270 DAYS									
9T0005	Per Diem (Day)	1.00	14.00 DAY	100.000		1,400			1,400
<b>1.05</b>	<b>FUEL &amp; MAINTENANCE</b>				Quan:	3.60 MON	Hrs/Shift: 10.00	Cal: 50	WC: WA0101
									**Unreviewed
9Y0017	FUEL TANK	1.00	3.60 MONT	3,500.000		12,600			12,600
<b>1.06</b>	<b>YARD SUPPORT</b>				Quan:	1.00 LS	Hrs/Shift: 10.00	Cal: 50	WC: WA0101
									**Unreviewed
<i>There are no cost resources for this activity.</i>									
<b>1.07</b>	<b>TAXES</b>				Quan:	1.00 LS	Hrs/Shift: 10.00	Cal: 50	WC: WA0101
									**Unreviewed
<i>There are no cost resources for this activity.</i>									
<b>1.08</b>	<b>SAFETY</b>				Quan:	1.00 LS	Hrs/Shift: 10.00	Cal: 50	WC: WA0101
									**Unreviewed
<i>There are no cost resources for this activity.</i>									
<b>1.09</b>	<b>BOND/INSURANCE/PERMITS</b>				Quan:	1.00 LS	Hrs/Shift: 10.00	Cal: 50	WC: WA0101
									**Unreviewed
Images/Docs Attached									
9INS09	Builders Risk	1.00	1.00 LS	0.000					
<b>1.10</b>	<b>SURVEY</b>				Quan:	1.00 LS	Hrs/Shift: 10.00	Cal: 50	WC: WA0101
									**Unreviewed
XX	(Mod) ****BLANK/MISC CREW****		800.00 CH	Prod:	800.0000 CH	Lab Pcs:	0.00	Eqp Pcs:	0.00
4SURVY	Survey - Sub	1.00	1.00 LS	0.000					
<b>1.11</b>	<b>TRAFFIC CONTROL</b>				Quan:	1.00 LS	Hrs/Shift: 10.00	Cal: 50	WC: WA0101
									**Unreviewed
4TRAFF	TRAFFIC - SUB	1.00	1.00 LS	0.000					

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
<b>BID ITEM = 10</b>										
Description = Extended Job Overhead			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
1.14	SMALL TOOLS (IN ADDONS)			Quan:	1.00	MONHrs/Shft:	10.00	Cal: 50	WC: WA0101	**Unreviewed
There are no cost resources for this activity.										
1.15	CLEAN UP & DISPOSAL			Quan:	1.00	MONHrs/Shft:	10.00	Cal: 50	WC: WA0101	**Unreviewed
2E4013	40 CY Dumpster	1.00	1.00 EA		0.000					
1.18	APPRENTICESHIP TRAINING			Quan:	1.00	LS Hrs/Shft:	10.00	Cal: 50	WC: WA0101	**Unreviewed
There are no cost resources for this activity.										
1.20	SUBCONTRACTOR MOBILIZATION			Quan:	1.00	LS Hrs/Shft:	10.00	Cal: 50	WC: WA0101	**Unreviewed
4ELEC	ELECTRIC - SUB	1.00	1.00 LS		0.000					
4HVAC	HVAC -SUB	1.00	1.00 LS		0.000					
4PAINT	PAINTING - SUB	1.00	1.00 LS		0.000					
4REBAR	REBAR - SUB	1.00	1.00 LS		0.000					
4STEEL	STEEL - SUB	1.00	1.00 LS		0.000					
\$0.00					[ ]					
1.99	LONG TERM EQUIPMENT RENTAL			Quan:	3.60	MN Hrs/Shft:	10.00	Cal: 50	WC: WA0101	**Unreviewed
8BR SWEEP 01	==> Pavement Brooms RO	1.00	0.00 HR		0.000					
8CR0040	==> RT, 30 TN - GROVE	0.50	0.00 HR		0.000					
8CR0070	==> RT, 70 TN - GROVE	1.00	0.00 HR		0.000					
8ELB0042	==> LDR/BH CAT 420D	1.00	0.00 HR		0.000					
8EX 277	==> YANMAR S10 MINI	1.00	0.00 HR		0.000					
8EX PC138	==> KOMATSU PC138	1.00	0.00 HR		0.000					
8EX PC200	==> KOMATSU PC210LC	1.00	0.00 HR		0.000					
8EX PC400	==> KOMATSU PC400	1.00	0.00 HR		0.000					
8FL0160	==> GEHL RS8 -42 FL 8K	1.00	288.00 HR		25.000			7,200		7,200
8TK 2104	==> 5CY SMALL DUMPT	1.00	0.00 HR		0.000					
8TK 2105	==> 10CY DUMP TRUCK	1.00	0.00 HR		0.000					
8TLPU	==> SITE PICKUP, 1/2 T	1.00	0.00 HR		0.000					
\$7,200.00					[ ]			7,200		7,200
<b>Item Totals: 10 - Extended Job Overhead</b>										
\$143,814.81	972.0000 MH/LS		972.00 MH		[ 81244.51 ]	104,961	20,840	18,014		143,815
143,814.810	1 LS					104,961.31	20,840.00	18,013.50		143,814.81
<b>\$143,814.81</b>	<b>*** Report Totals ***</b>		972.00 MH			104,961	20,840	18,014		143,815

>>> indicates Non Additive Activity  
 ---Report Notes:---  
 The estimate was prepared with TAKEOFF Quantities.  
 This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Bid Date: 09/12/22 Owner: Enginccring Firm:  
 Estimator-In-Charge:

JOB NOTES

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
----------------------	------	-----------------	--------------	--------------	-------	------------------	--------------------	---------------	------------------	-------

**BID ITEM = 10**  
 Description = Extended Job Overhead      Unit =      LS      Takeoff Quan:      1.000      Engr Quan:      1.000

Estimate created on: 09/12/2022 by User#: 5 - Dean Irwin  
 Source estimate used: L:\HEAVYBID\EST\SCCI

\* on units of MH indicate average labor unit cost was used rather than base rate.  
 [ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens  
 In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

- Calendar Codes-----
- 40      40 Hour NO OT
  - 42      42.5 Hour Workweek
  - 45      45 Hour Workweek
  - 50      50 Hour Workweek (Default Calendar)
  - 60      60 Hour Workweek
  - 70      70 HR Workweek

List of Addons

Addon	Description	Basis	%	Cost	Total Amt
1	WASHINGTON B&O TAX	JB	0.5000	N	868.73
2	BOLI: OREGON BUREAU OF L&I	JB	0.1000	N	173.75
3	LIABILITY INSURANCE	JB	1.0000	Y	1,737.47
4	SMALL TOOLS & DISPOSABLES	TL	5.0000	Y	5,248.07
					<del>8,028.02</del>
					6,985.54

Addon Basis Codes and Descriptions Used in this Estimate:

- TL - Total Labor
- JB - Job Value

**Bond Calculations**

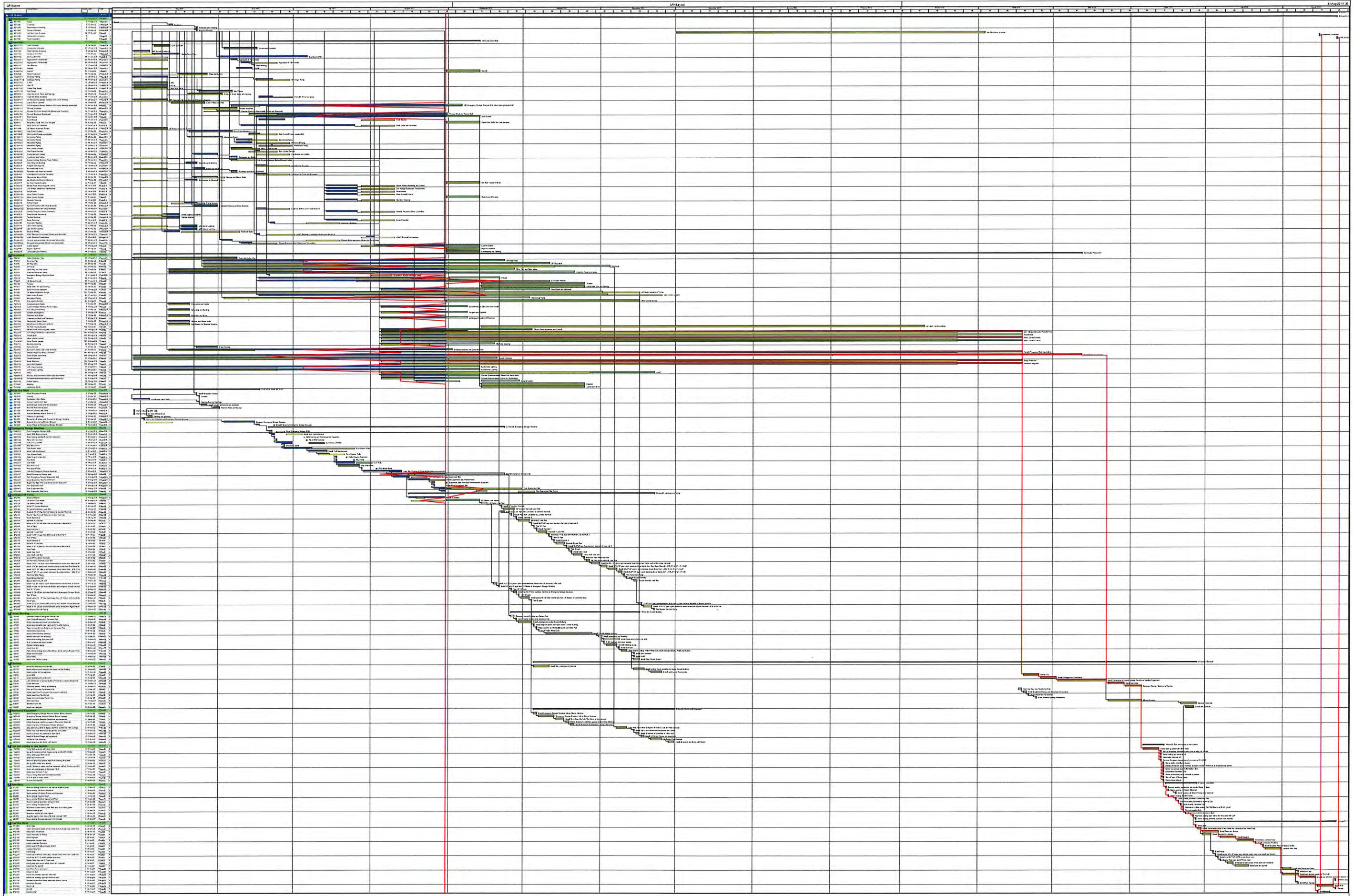
Table: A

Description: Road, Bridges, Parking

	Contract Amount	Rate per 1000	Bond Amount
First:	\$ 500,000	7.50	\$ 1,303.10
Next:	\$ 2,000,000	5.25	\$ 0.00
Next:	\$ 2,500,000	4.95	\$ 0.00
Next:	\$ 2,500,000	4.20	\$ 0.00
Next:	\$ 0	4.20	\$ 0.00
Remainder:		4.56	\$ 0.00

		<b>Subtotal:</b>	\$ 1,303.10
Time Threshold 1:	24	Extended Time Rate 1:	1.0000 % \$ 0.00
Time Threshold 2:	0	Extended Time Rate 2:	0.0000 % \$ 0.00
Length of Job:	0	<b>Total Bond Amount:</b>	\$ <b>1,303.10</b>





■ Actual Work of the ■ Remaining Work ■ Reserve Work ■ Critical Path ■ Inactive

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Ordinance & Resolutions  
**MEETING DATE: 10/4/2022**

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**DATE:** 9/29/2022 10:44 AM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Mongeau Meadows Annexation Ordinance File No. ANNX-0003-2022

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the Ordinance for the Mongeau Meadows Annexation.

**DISCUSSION:**

The applicant requested to annex approximately 3.91 acres into the City of Post Falls with a zoning request of Single-Family Residential R1 zoning. This property is generally located on the south side of 16th Ave east of Quail Run Blvd. The Planning and Zoning Commission made a recommendation for the Single-Family Residential (R1) zoning district at their May 10, 2022, meeting. After City Council heard the staff report and received testimony, they moved to approve the requested annexation and zoning on June 21, 2022.

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

Yes

**APPROVED OR DIRECTION GIVEN:**

Approve

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

N/A

**BUDGET CODE:**

N/A

**ORDINANCE NO. \_\_\_\_\_**

**ANNEXATION & ZONE CLASSIFICATION OF PROPERTY**

**A Portion of land located in the Southwest ¼ of Section 35, Township 51 North, Range 5 West,  
Boise Meridian, Kootenai County, Idaho.  
3.91 acres generally located on the south side of 16<sup>th</sup> Ave. east of Quail Run Blvd.  
(File No. ANN-0003-2022)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 3.91 ACRES, WITH A PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on May 10, 2022, and the City Council June 21, 2022, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the land in question adjoins the city limits, and that Single-Family Residential (R1) zoning is suitable and compatible with surrounding land uses and provisions of the Post Falls Comprehensive Plan and that said land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

**SECTION 1:** That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

**SECTION 2:** That the lands described in Exhibit A to this Ordinance are hereby zoned Single-Family Residential (R1) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

**SECTION 3:** That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF POST FALLS

BY: \_\_\_\_\_  
Ronald G. Jacobson, MAYOR

ATTEST

BY: \_\_\_\_\_  
Shannon Howard, CITY CLERK

**SUMMARY OF POST FALLS ORDINANCE NO. \_\_\_\_\_**

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. \_\_\_\_\_, annexing approximately 3.91 acres and zoning the property Single-Family Residential (R1). The property is generally located along the south side of 16<sup>th</sup> Ave. and east of Quail Run Blvd., and is legally described as:

**THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Beginning at the Center Quarter Corner of said Section 35 marked by a 2" aluminum cap marked "INC PLS C 1/4 S35 2006 9367" per CP&F number 2056460000, from which the West Quarter Corner of said Section 35 marked by a 2" aluminum cap marked "WELCH COMER & ASSOC. T51N R5W S34, S35 2010 PLS 12318" Per CP&F number 2286825000 bears North 89°46'01" West a distance of 2657.19 feet;

Thence along the North line of the Southwest 1/4 of said Section 35, North 89°46'01" West a distance of 1991.99 feet;

Thence leaving said North line, South 00°13'59" West a distance of 53.35 feet to the South Right of Way line of 16<sup>th</sup> Avenue;

Thence along said South Right of Way line along a non-tangent curve right with a radius of 561.00 feet, an arc length of 117.94 feet, a central angle of 12°02'42" and a long chord that bears North 84°12'38" East 117.72 feet;

Thence continuing along said South Right of Way line for the following five courses and distances:

- Thence South 89°46'01" East a distance of 214.62 feet;
- Thence North 00°26'02" West a distance of 21.00 feet;
- Thence South 89°46'01" East a distance of 1200.13 feet;
- Thence South 00°13'17" West a distance of 10.00 feet;
- Thence South 89°46'01" East a distance of 460.70 feet to a point on the East line of the Southwest 1/4 of said Section 35;

Thence along the East line of the Southwest 1/4 of said Section 35, North 00°18'48" West a distance of 30.00 feet to the Center 1/4 Corner of said Section 35 and the point of beginning of this description.

TOGETHER WITH;

**TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO;**

**EXCEPT THE WEST 396 FEET THEREOF.**

providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. \_\_\_\_\_ is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

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Shannon Howard, City Clerk

Publish once in the City's official newspaper.

## STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. \_\_\_\_\_, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this        day of        , 2022.

---

Warren J. Wilson, City Attorney

# EXHIBIT A

## MONGEAU MEADOWS ANNEXATION LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Center Quarter Corner of said Section 35 marked by a 2" aluminum cap marked "INC PLS C 1/4 S35 2006 9367" per CP&F number 2056460000, from which the West Quarter Corner of said Section 35 marked by a 2" aluminum cap marked "WELCH COMER & ASSOC. T51N R5W S34, S35 2010 PLS 12318" Per CP&F number 2286825000 bears North 89°46'01" West a distance of 2657.19 feet;

Thence along the North line of the Southwest 1/4 of said Section 35, North 89°46'01" West a distance of 1991.99 feet;

Thence leaving said North line, South 00°13'59" West a distance of 53.35 feet to the South Right of Way line of 16<sup>th</sup> Avenue;

Thence along said South Right of Way line along a non-tangent curve right with a radius of 561.00 feet, an arc length of 117.94 feet, a central angle of 12°02'42" and a long chord that bears North 84°12'38" East 117.72 feet;

Thence continuing along said South Right of Way line for the following five courses and distances:

- Thence South 89°46'01" East a distance of 214.62 feet;
- Thence North 00°26'02" West a distance of 21.00 feet;
- Thence South 89°46'01" East a distance of 1200.13 feet;
- Thence South 00°13'17" West a distance of 10.00 feet;
- Thence South 89°46'01" East a distance of 460.70 feet to a point on the East line of the Southwest 1/4 of said Section 35;

Thence along the East line of the Southwest 1/4 of said Section 35, North 00°18'48" West a distance of 30.00 feet to the Center 1/4 Corner of said Section 35 and the point of beginning of this description.

TOGETHER WITH;

TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO;

EXCEPT THE WEST 396 FEET THEREOF.

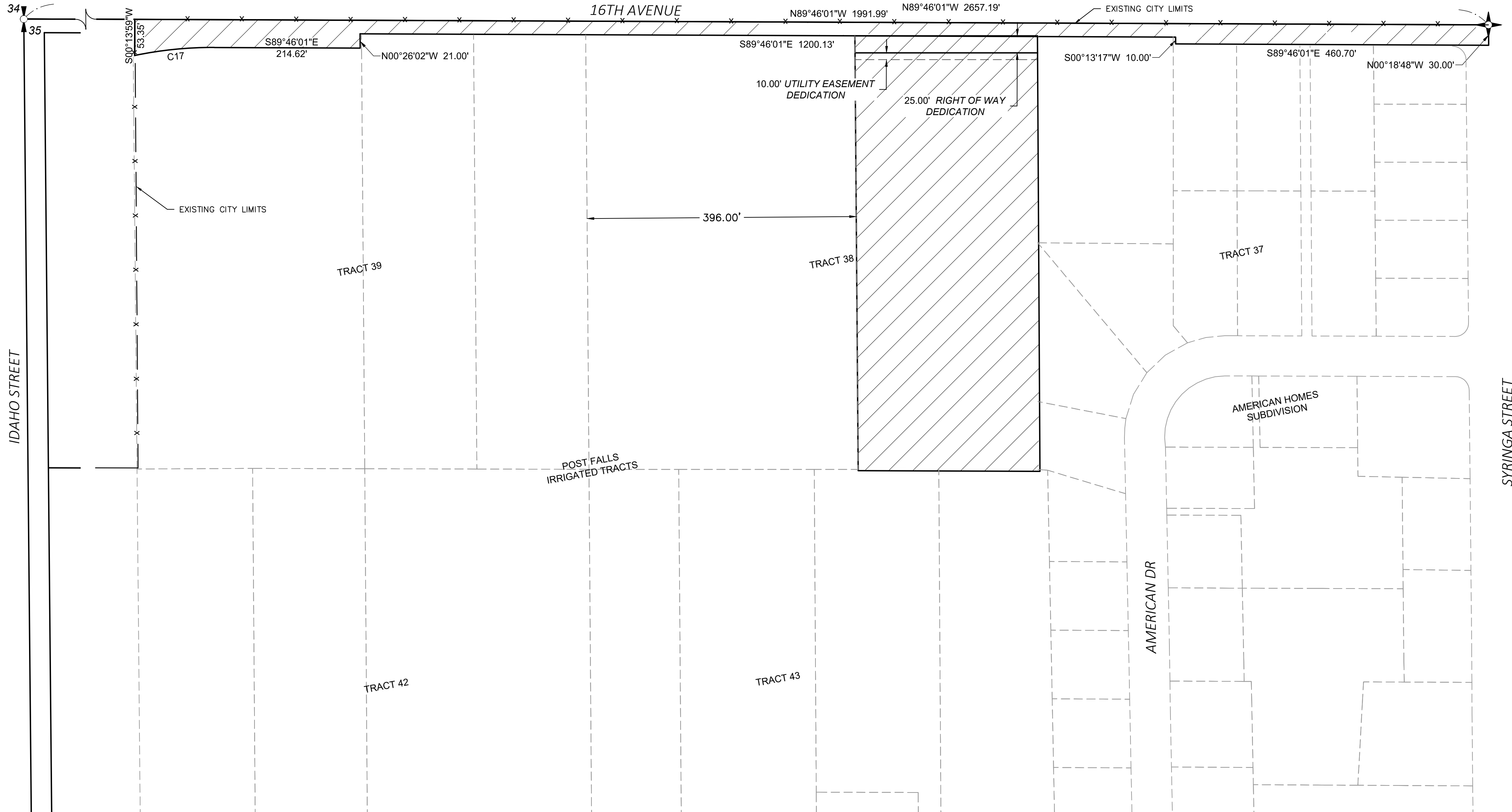


# ANNEXATION EXHIBIT

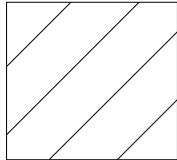
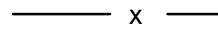



RIGHT OF WAY AND EASEMENT DEDICATION  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
 CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

WEST QUARTER CORNER  
 FOUND 2 INCH ALUMINUM CAP  
 MARKED "PLS 12318" PER CP&F  
 INSTRUMENT NUMBER 2558713000

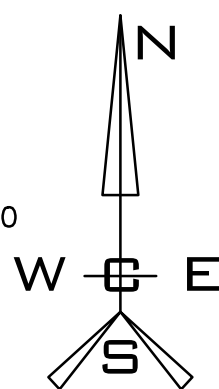
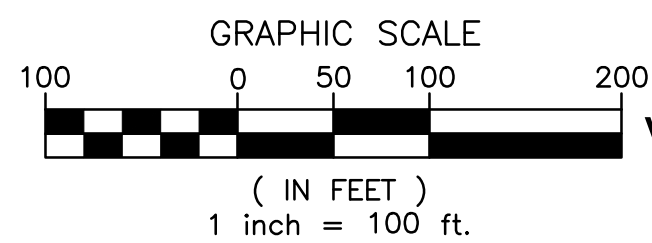
CENTER QUARTER CORNER  
 FOUND 2 INCH ALUMINUM CAP  
 MARKED "PLS 9367" PER CP&F  
 INSTRUMENT NUMBER 2056460000



## LEGEND

-  AREA TO BE ANNEXED
-  EXISTING CITY LIMITS
-  PROPERTY LINE
-  EASEMENT LINE
-  CENTERLINE

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C17	117.94'	561.00'	12°02'42"	S84°12'38"W	117.72'



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

PROJ #: 21-3131  
 DATE: 08/10/2022  
 DRAFTED BY: RK/WAL  
 REVIEWED BY: RK

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

**MONGEAU MEADOWS**  
**ANNEXATION EXHIBIT**

**SHEET 1 OF 1**  
 JOB NUMBER 21-3131

**CITY OF POST FALLS**  
**AGENDA REPORT**  
New Business  
**MEETING DATE: 10/4/2022**

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**DATE:** 9/26/2022 10:59 AM  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Craig Borrenpohl  
**SUBJECT:** Belt Filter Press Rehabilitation Project

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**ITEM AND RECOMMENDED ACTION:**

City Council approves and authorizes issuance of a Purchase Order for rehabilitation of the Water Reclamation Facility Andritz belt filter press.

**DISCUSSION:**

The Water Reclamation Facility proposes to rehabilitate an existing Andritz belt filter press as part of a larger WRF Plant solids dewatering and storage improvements effort. Biosolids are generated as part of the wastewater treatment process. Biosolids generation will increase with the start of tertiary treatment increasing demands on existing equipment. A company representative from Andritz evaluated the existing belt press and presented the attached quotes for parts and labor as their recommendation for needed work on the aging unit.

A purchase order is requested to secure pricing and schedule the work.

This procurement falls under an exemption from competitive bidding as repair of heavy equipment consistent with Idaho Code 67-2803(14).

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

NA

**APPROVED OR DIRECTION GIVEN:**

NA

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

\$70,552.10 quoted for parts, \$23,932.00 quoted for labor for a total of \$94,484.10.

**BUDGET CODE:**

652-463.3231.95520



## QUOTATION

Customer: 118000

### City Of Post Falls Wastewater

2002 West Seltice Way  
Post Falls ID 83854

Contact: **Adam Tate**  
Fax: **+1NONE**  
Copy to:  
Your inquiry: **VIA EMAIL**

Our quote no: **20907817**

Supplier: **Andritz Separation Inc.**  
Contact: **Stormi Abbott**  
Phone: **+1 817 375 4444**  
Fax: **+18173756430**  
E-mail: **stormi.abbott@andritz.com**  
Date: **08/12/2022**

Sales Responsible: **BAINES, CHARLES**

Dear Adam Tate,

We thank you for your inquiry and are pleased to quote as follows:

### 1. Scope of supply

For 400350792 Heavy Duty Belt Press  
Model: Heavy Duty Belt Press CPF 1500  
Serial number: 9402

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.
4. Reference this quote number.

Freight is excluded.

Delivery of product(s) to be determined from receipt of approved purchase order and any clarifications.

**\*\*ANDRITZ HAS A \$250 USD MINIMUM ORDER AMOUNT\*\***

Please note currency is in US Dollars

Andritz Inc Standard Terms & Conditions apply

Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
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Page 1 of 6

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA  
Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786



Our quote no: **20907817**

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	ROLL/BEARING ASSEMBLY , 9.5" DRIVE ROLL, 1.5M SMX-LP	300142821		1	PC	17,166.66	17,166.66
20	ROLL/BEARING ASSEMBLY , 9-1/2" DRIVE ROLL 1.5M SMX-LP	300081565		1	PC	15,637.80	15,637.80
30	ROLL/BEARING ASSEMBLY 6.5" TRACKING ROLL, REX BRGS, IN BUNA, 1.5M SMX-LP	300657294		1	PC	8,728.68	8,728.68
40	WASH BRUSH	129999901		1	PC	1,831.87	1,831.87
50	WASH BAR SEAL KIT	129999901		1	PC	120.94	120.94
60	GEARBOX	129999901		1	PC	8,489.16	8,489.16
70	SEAL 3 WIDE X 1/8 THK. X 71" LONG, IN MOLDED BUNA RAIL SEAL	300656255		8	PC	137.06	1,096.48
80	HEADBOX SEAL, RAIL TYPE, 4" WIDE X 159" LONG, BUNA-N	300169749		2	PC	228.00	456.00
90	SEAL 6 WIDE X 1/8 THK. X 82" LG, IN MOLDED BUNA RAIL SEAL	300162454		1	PC	218.03	218.03
100	SEAL SPLASH GUARD SIDE, IN BUNA, SMX LP	300650179		2	PC	44.86	89.72
110	SEAL SPLASH GUARD, IN BUNA, 2.0M SMX-S8 LP	300650194		1	PC	123.64	123.64
120	DOCTOR BLADE 0.25" X 3" X 64" ULEX, 1.5M SMX-LP	131471501		4	PC	110.79	443.16
130	SUSPENSION	131411021		2	PC	88.76	177.52
140	CLAMP	131410661		2	PC	41.20	82.40
150	AIR BELLOW	131410473		1	PC	349.73	349.73
160	AIR BELLOW	131410457		2	PC	644.30	1,288.60
170	PLOW ASSEMBLY REFURB	129999901		1	PC	7,993.88	7,993.88
180	WEAR STRIP , FLAT FACE, ROBADUR , 68.50" LG BFP #F#	300097975		45	PC	50.66	2,279.70
190	PRESS BELT	131410849		1	PC	1,486.75	1,486.75
200	PRESS BELT	131410850		1	PC	2,491.38	2,491.38
<b>Total Amount</b>						<b>USD</b>	<b>70,552.10</b>

\* S = Spare Parts, W = Wear Parts

**Technical contact:** Armondo Alvarado /**Phone:** +1 817 419 1728 / [armondo.alvarado@andritz.com](mailto:armondo.alvarado@andritz.com)

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ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786



Our quote no: 20907817

## Terms and Conditions

2. **Delivery Time:**  
after receipt of order and any clarifications.
3. **Terms of delivery:**  
Our terms of delivery are FCA ORIGIN PREPAID & ADD, according to INCOTERMS 2020.
4. **Terms of Payment:**  
Within 30 days Due net  
(1% default interest per month for delayed payment).
5. **Validity of quotation:**  
This quotation is valid to 08/26/2022.

## Other Terms:

6. \*\*\*\*\*  
**COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.**  
\*\*\*\*\*  
**The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times**



Our quote no: 20907817

**accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.**

\*\*\*\*\*

#### TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and /or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

#### 7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

#### 8. WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

#### 9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

#### 10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

#### 11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

#### 12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

Our quote no: **20907817**

**13. SET OFF**

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

**14. PATENTS**

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

**15. SOFTWARE LICENSE, WARRANTY, FEES**

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

- (a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- (b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- (c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
- (d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software, or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- (e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- (f) Buyer and its successors are limited to the remedies specified in this Paragraph.
- (g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

**16. SITE RISKS**

- (a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.
- (b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

**17. TERMINATION**

- (a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.
- (b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.
- (c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

**18. CONFIDENTIALITY**

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

**19. END USER**

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

**20. FORCE MAJEURE**

- (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.
- (b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.
- (c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.



Our quote no: 20907817

(d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

## 21 . INDEMNIFICATION AND INSURANCE

- (a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.
- (b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

## 22 . GENERAL

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
- (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
- (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.
- (d) This Agreement may be modified, supplemented, or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.
- (e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.
- (f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.
- (g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.
- (h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
- (i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

**Andritz Separation Inc.**

ANDRITZ Separation Inc.  
1010 Commercial Blvd. South  
Arlington, TX 76001 USA  
Tel : +1 (817) 465-5611  
Fax: +1 (817) 468-3961

Remit to:  
ANDRITZ Separation Inc.  
Dept: 0312  
P.O. Box 120312  
Dallas, TX 75312-0312  
Federal Tax ID Number: 59-3773483

Wire instructions:  
Nordea Bank Abp  
New York Branch  
SWIFT: NDEAUS3N  
Account: 8879433001  
ABA: 026010786





## QUOTATION

Customer: 118000

### City Of Post Falls Wastewater

2002 West Seltice Way  
Post Falls ID 83854

Contact: **Adam Tate**

Fax: **+1NONE**

Copy to:

Your inquiry: **EMAIL**

Our quote no: **20910000**

Supplier:

**Andritz Separation Inc.**

Contact:

**Alexandra Favor**

Phone:

**+1 817 419 1712**

Fax:

**+18174191912**

E-mail:

**alexandra.favor@andritz.com**

Date:

**08/22/2022**

Sales

**BAINES, CHARLES**

Responsible:

Dear Adam Tate,

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery

2. Billing Address for Invoice

3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier.

Otherwise, list as FCA, Origin Prepaid & Add.

\*Delivery of product(s) to be determined from receipt of approved purchase order and any clarifications. Freight is excluded.\*

4. Please send a hard copy of the PO referencing this quote number

\*\*Please note currency is in US Dollars\*\*

\*\*Andritz Inc Standard Terms & Conditions apply\*\*

\*\*\*Returned goods require pre approval and are subject to restocking and inspection fees.\*\*\*

### 1. Scope of supply

For 400350792 Heavy Duty Belt Press

Model: Heavy Duty Belt Press CPF 1500

Serial number: 9402

NOTE: ANDRITZ JOB #691-626

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	FIELD SERVICE	100031977		1	EA	23,934.00	23,934.00

Please be advised this is an estimate only.  
Actual costs will be adjusted, based on the



Our quote no: 20910000

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
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service tech's time sheet and expenses, and invoiced upon completion of the service trip. It will be necessary to receive your purchase order before we can confirm this trip in our service schedule.

**LABOR:**

- >8 Travel Hours (SUNDAY)  
@ \$283.00/hr. = \$2,264.00
- >8 Travel Hours (SATURDAY)  
@ \$215.00/hr. = \$1,720.00
- >40 Service Hours (M-F up to 8 hrs./day)  
@ \$205.00/hr. = \$8,200.00
- >20 OT Service Hours (M-F over 8 hrs./day)  
@ \$307.50/hr. = \$6,150.00
- ESTIMATED EXPENSES = \$5,600.00

Please see attached rate sheet.

**FREIGHT IS NOT INCLUDED IN THIS PRICE.**

(Freight charges for tools required to complete this service could include toolbox, A-frame, dollies, etc.)

**EXPLANATION OF SERVICES:**

- >Install new rolls
  - Drive Roll
  - Driven Roll
  - Tracking Roll
- >Shower Bar/Shower Boxes
  - Change Brushes
  - Change Seal Kit
  - Change out all Shower-box seals
- >Headbox/Splash Guard Seals
  - Change out Sidewall & inlet wall seals
  - Change out Sidewall & end-wall seals
- >Doctor Blades
  - Change out upper & lower doctor blades
  - Change out Lovejoys suspensions & clamps
- >Tracking & Tension Assembly (upper/lower)
  - Change out Air Bellows
- >Plow Assembly



Our quote no: 20910000

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	-Install Plow Bars after they return from Service Center						
	>Grids						
	-Install new grid strips (Gravity & Wedge Zone)						
	>Belts						
	-Install new, lower & upper belts.						
	>Gear Box						
	-Install new Gear box						

(Note: spare parts quoted separately)

**CUSTOMER RESPONSIBILITIES:**

**\*\*Please have machine cleared and prepared for service.\*\***

>Customer will be responsible for powerwashing & cleaning the equipment prior to any work being done.

>If necessary customer will be responsible for removing catwalks on one or both sides of the machine.

>Customer will be responsible to disconnect (and reconnect) all utilities from the machine suchs as sludge, water, compressed air & electrical service.

>Customer to have overhead lifting capabilities and special tools sold with machine available for use.

>Customer will be responsible for providing 2 plant personnel to assist for the duration of the service.

>Customer will be responsible for providing parts from stock needed to complete this service.

No work will be done to the pneumatic panel.

No work will be done to the electrical control panel.

No work will be done to the frame.

**\*\*Any additional work/customer-requested services, including overtime and extra trips needed, will incur additional charges according to the Andritz standard rate sheet.\*\***



Our quote no: 20910000

**Total Amount**

USD

23,934.00

\* S = Spare Parts, W = Wear Parts

**Technical contact:** Armondo Alvarado /**Phone:** +1 817 419 1728 / armondo.alvarado@andritz.com

### Terms and Conditions

**2. Delivery Time:**

after receipt of order and any clarifications.

**3. Terms of delivery:**

Our terms of delivery are FCA ORIGIN PREPAID & ADD, according to INCOTERMS 2020.

**4. Terms of Payment:**

Within 30 days Due net

(1% default interest per month for delayed payment).

**5. Validity of quotation:**

This quotation is valid to 09/03/2022.

### Other Terms:

**6. \*\*\*\*\***

**COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.**

**\*\*\*\*\***

**The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and**



Our quote no: 20910000

**delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.**

\*\*\*\*\*

#### TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and /or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

#### 7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

#### 8. WARRANTY

##### (a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of or any production losses whatsoever.

(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

#### 9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

#### 10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

#### 11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

**12. SECURITY INTEREST**

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

**13. SET OFF**

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

**14. PATENTS**

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

**15. SOFTWARE LICENSE, WARRANTY, FEES**

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

- (a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- (b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- (c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
- (d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software; or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- (e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- (f) Buyer and its successors are limited to the remedies specified in this Paragraph.
- (g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

**16. SITE RISKS**

- (a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.
- (b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

**17. TERMINATION**

- (a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.
- (b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.
- (c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

**18. CONFIDENTIALITY**

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

**19. END USER**

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

**20. FORCE MAJEURE**

- (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighters or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.
- (b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay,



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then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

- (c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.
- (d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

## 21 . INDEMNIFICATION AND INSURANCE

- (a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.
- (b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

## 22 . GENERAL

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
- (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
- (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.
- (d) This Agreement may be modified, supplemented, or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.
- (e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.
- (f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.
- (g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.
- (h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
- (i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

**Andritz Separation Inc.**

This document is issued electronically and valid without signature.

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